



BES HEALTHCARE

2024-2026

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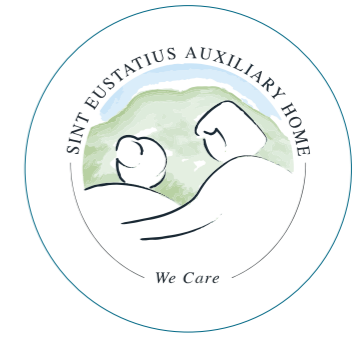
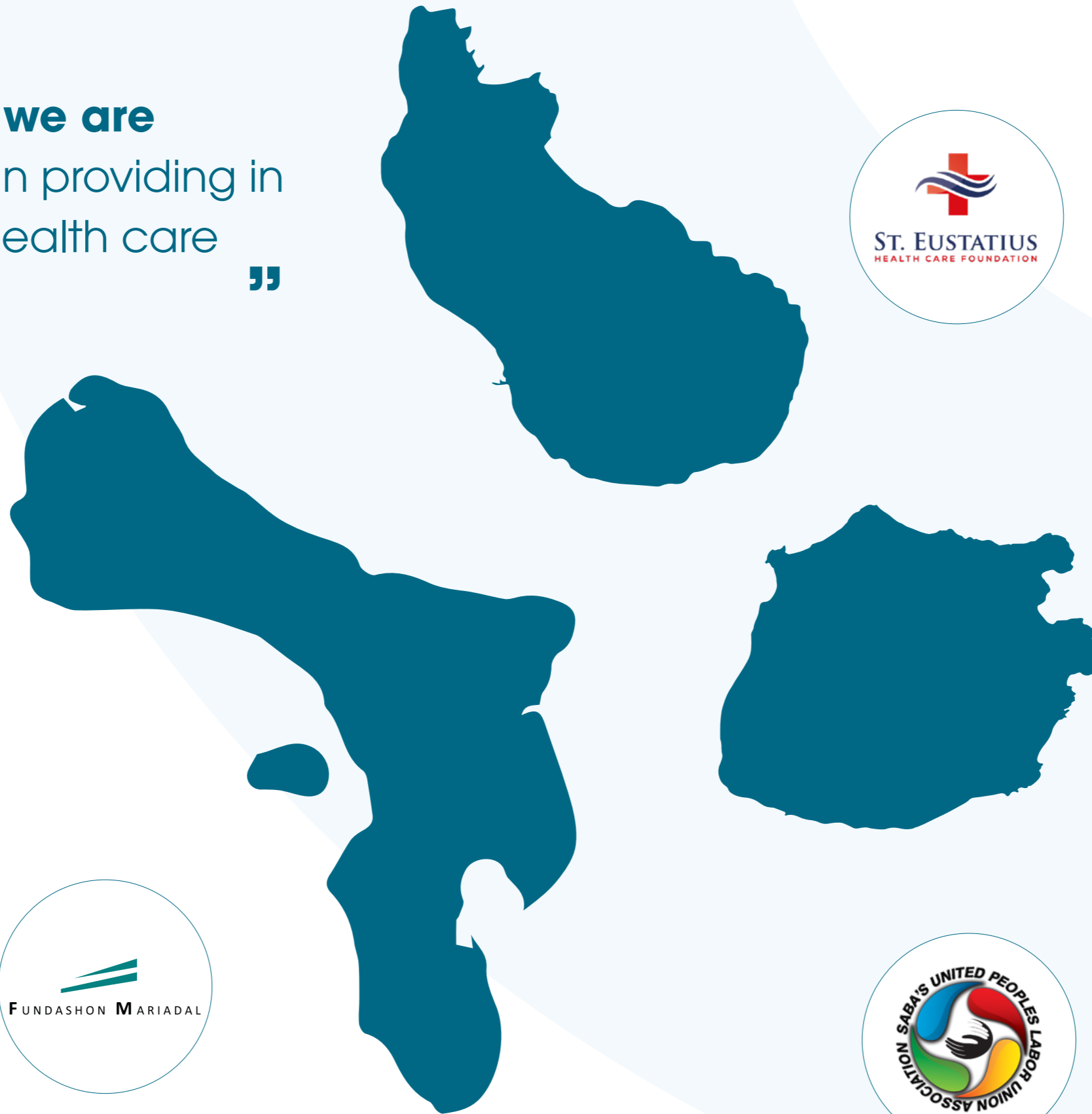
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Together we are stronger in providing in the BEST health care

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Section 1
About the BES
Healthcare CLA

1. Section 1: About the BES Healthcare CLA

“Together we are stronger in providing in the BES health care”

This is the first Collective Labor Agreement entered into by the Employers: Saba Cares Foundation, St. Eustatius Health Care Foundation, St. Eustatius Auxiliary Home Foundation, Fundashon Mariadal and Mental Health Caribbean jointly with the unions: Algemene Federatie van Bonairiaanse Werknemers (AFBW), All For 1 Union St. Eustatius (AF1) and Saba United People's Labor Union and Association (SUPLUA).

With the conclusion of this CLA, they have taken a first firm step towards the establishment of one common employment conditions policy for Healthcare on the BES. This has effectively converted a long-standing aspiration into a clear-cut result. Through this CLA, the Parties have specifically acted on the ambition expressed in the July 2022 conference to arrive at one joint CLA.

All of this has taken place based on the concept that acting together is preferred and a required factor in addressing the issues faced by Employers and Employees at present and in the future: Together we are stronger in providing the best health care!

In the establishment of this joint CLA, the Parties have been guided by the following principles:

- Providing care is work centered on people; a joint Collective Labor Agreement is an essential instrument in order to continue to provide quality care.
- The care organizations and the Unions consider a joint CLA for the BES an indispensable tool in order to maintain sufficient and qualified care personnel. This joint CLA is a key instrument in establishing a healthy, properly functioning labor market.
- The CLA Parties' intention is to prevent mutual competition regarding employment conditions through this CLA. This is vital in a labor market that is under pressure and that extends particularly outside the BES. In addition, the joint CLA supports the objectives of the Collaborative Association of Hospitals (DCHA) and Dutch Caribbean' Mental Health (GGZ CAS-BES) in areas such as capacity planning, training and education. In discussions with the relevant Parties, the Employers and the Unions can also act jointly and thereby create a better position for discussing the issues relevant to them. A CLA that is agreed with and for multiple Healthcare organizations moreover provides efficiency gains.

The joint CLA has a social function

With the enhancement of employment condition standards, the joint CLA makes a relevant contribution to improving the Employees' standard of living (in relation to the cost of living).

Poverty reduction has been one of the Government's policy objectives over a long period of time. A joint CLA can indirectly contribute to reducing the poverty issue in the Caribbean Netherlands, provided that financial resources will be provided.

In line with this, by contributing to the Employees' standards of living, the CLA can also make a positive contribution to the health situation and (consequently) to the citizens of the islands, because it facilitates them in establishing a healthy lifestyle. This ultimately causes the joint CLA to have an effect on Healthcare expenditure (i.e.: control).

The joint Collective Labor Agreement has a basis and level of ambition

The joint CLA goes back to the start of the current CLAs of Saba and St. Eustatius on the one hand and Fundashon Mariadal on the other. These CLAs were originally based on the same principles, which is visible in aspects such as in the use of the job grading system FWG 3.0 and the salary structure. In particular, differences in available financial resources at the care organizations have over time resulted in differences in (primary) employment conditions between the two CLAs.

The parties have based the joint CLA on the standards of the primary employment conditions of the CLA Fundashon Mariadal (2022). As regards the standards of the BES Healthcare CLA, this therefore constitutes the starting point for this new joint CLA.

Ambition

However, the Parties' ambition extends further and has been defined by the Parties in the text included below. This ambition is based on the following passage from the coalition agreement 'Looking out for each other, looking forward to the future' (2022).

A better future for the entire Kingdom

We share a past and a future in the Kingdom. A future we are designing together. After ten years of economic stagnation and the blows of a hurricane and a pandemic, the Netherlands wants to support the three Caribbean countries in steering the right course towards sustainable growth. This will be affected as intended in the Charter: on the basis of equality, reciprocity and on the basis of a fair exploration of needs and wishes for any adjustments to the Charter. In the Caribbean Netherlands we will continue our efforts to make Bonaire, Saba and St. Eustatius an equal part of the Netherlands.

In addition, the Parties have stated the following principles:

- The inhabitants of the BES islands are entitled to quality care and appropriate access to such care. Specific steps need to be taken in order to (continue to) accomplish this.
- Care on the BES islands should be of a level that compares to that in the European Netherlands (high quality), and also allow for the unique circumstances specific to the BES islands.
- These specific aspects cover topics such as: the habitants' health situation (with an increasing demand for care, with frequent cases of one or more chronic illnesses, including mental health problems), aging issues, (the lack of sufficient) financial resources for the purpose of development, investment and maintenance, the availability of the required expert personnel and the fact that the islands are faced with many (managerial and/or organizational) challenges (the insular character).
- In order to continue to provide quality care on the BES islands, the Parties have determined that collaboration is indispensable, specifically in the area of:
 - the labor market (issues),
 - the employment conditions
 - HR issues (including training, retirement and recruitment);
 - sustainable employability (including lifelong learning)
- Regarding employment conditions, the Parties have determined that it should not make any difference where an Employee works in the health sector on the BES islands. An equal position should be rewarded equally. The situation should be equal with respect to (primary) labor conditions. This prevents competition on employment conditions, facilitates interchangeability and prevents stagnation. In addition, the level of employment conditions must be such that coming to and working on the BES islands will be appealing. Last but not least, the Parties have determined that working in Healthcare on the BES islands, as part of the European Netherlands, means that the level of the employment conditions should be equivalent. This expresses their ambition to achieve a set of employment conditions that is appropriate for working in Healthcare on the BES islands and that is equivalent to the level of the Healthcare Collective Labor Agreements of the European Netherlands, in particular the CLAs for hospitals, mental health care as well as nursing, care and home care.
- In view of the personnel working in Healthcare, the Parties have established that working on the BES islands has specific elements. Some relevant aspects include the average working hours per week, the required flexibility given the labor-market shortage and working in a (sub)tropical climate. In addition, the island character involves specific working conditions.
- The Parties wish to focus on training ("job and labor market fitness"), on sustainable employability (with a responsibility for the Employer and the Employee) and responding to life phases. This may include the use of instruments such as job differentiation, career paths as well as working less if other instruments are not applicable). This effort should contribute to retaining employees for care on the BES islands, to job satisfaction, the ability to continue to contribute to quality care and also to the ability to continue working until retirement age.

With the above aspects, the Parties have established both the ambition in terms of the purpose and level of the BES Healthcare CLA and the instruments and employment conditions to be included in the CLA. The BES Healthcare CLA is initially entered into by the abovementioned Parties. After the establishment of the CLA, the Parties are open to having other Healthcare organizations join the BES Healthcare CLA.

Appropriate funding

In order to execute both this first joint CLA and "the dot on the horizon," appropriate and structural funding will be necessary from the Government. The parties will act jointly as much as possible to accomplish this. Currently the OVA percentage of the European Netherlands ⁽¹⁾ is used to increase the annual budget for personnel costs of the care organizations on the BES islands. The Parties believe that a specific OVA system for the BES-islands is more appropriate given the BES-islands' own economic situation. In view of this, The Parties would like to see the Ministry of Interior Affairs and Kingdom Relations (Dutch: BZK) commission the development of an OVA-BES in 2024, the outcome of which will be available on January 1, 2025. The parties will work together to provide the appropriate criteria and parameters to arrive at a suitable OVA system for the BES islands.

The joint Collective Labor Agreement has a specific structure

The joint CLA provides uniformity on the one hand and allows for island or organization-specific factors on the other. To achieve this, the parties have opted for a so-called "framework CLA".

This format will ensure that the same, unambiguous agreements are in place for all Employers and Employees, particularly in the field of primary and secondary employment conditions. In addition, this form encourages the Parties to take action on common HR themes together.

In view of the fact that island-specific or organization-specific elements and different types of care are being provided, it will moreover be preferred to be able to (continue to) offer customized employment conditions. This too, will facilitate the chosen form of a framework CLA.

[1] The Government Contribution to Labor Cost Development (Dutch: OVA): the NZa's indexation of personnel costs (labor costs) is based on a percentage set by the government: the Government Contribution to Labor Cost Development and Rates of Material (LCD).

1. The general agreements regarding the BES Healthcare CLA

1.1. CLA Parties

This Collective Labor Agreement BES Healthcare CLA 2024 - 2026 (hereinafter "CLA") has been agreed upon by the following (CLA) Parties made up of, on the one hand, the Employers:

1. Saba Cares Foundation, based in Saba,
2. Sint Eustatius Health Care Foundation, based in St. Eustatius,
3. Sint Eustatius Auxiliary Home Foundation, based in St. Eustatius,
4. Stichting Fundashon Mariadal, based in Bonaire,
5. Stichting Mental Health Caribbean, based in Bonaire, Saba en St. Eustatius

And the Unions on the other:

1. Algemene Federatie van Bonairiaanse Werknemers (AFBW), based in Bonaire,
2. All For 1 Union Sint Eustatius (AF1), based in St. Eustatius,
3. Saba United People's Labor Union and Association (SUPLUA), based in Saba.

1.2. Collective Labor Agreement 2024 - 2026

The agreements regarding the employment conditions from the Covenant BES Healthcare CLA 2024 - 2026 of September 28, 2023, have been incorporated into this CLA. This covenant incorporates the themes discussed by the CLA Parties and the agreements reached on them.

The main themes and agreements made are listed below. The main themes include:

- Improved employment conditions
- Sustainable employability
- Harmonization of the general provisions
- Collaboration

1.2.1. Topic: Improved employment conditions

Salary increase

The OVA rate for 2024 is 6.36% and already set. At the time the Covenant is signed, the OVA percentage for 2025 is still provisional and for 2026 is unknown. The Parties agreed on a three-year Collective Labor Agreement on the following terms for salary increases. The salary increase rate for 2024 is 3.0% effective January 1, 2024. Employee salaries will first be migrated to the new salary table (Annex 1) and subsequently, the salary table will be increased by 3% across the board (Annex 1).

The salary increase rates for 2025 and 2026 are also 3.0% and will take effect on January 1 of each of the aforementioned years, on the condition that the OVA applied in order to adjust the budget for personnel costs for that year will at least be 4.94% ⁽²⁾. If this percentage differs (higher or lower), the Parties will consult on salary adjustments.

When the Government sets a specific OVA for the BES Islands, the Parties will consult on an appropriate salary-increase percentage.

New salary structure comprising 16 grades

On January 1, 2024, the new salary table, (Annex 1) with insertion numbers and salary scales with 16 grades will be applied. Employees will be placed in the scale applicable to their position and in the grades with the same or next higher salary amount as their salary on December 31, 2023. Based on this migration plan, Employees will at least retain their current salaries. For the Employees of the affiliated Healthcare organizations on Bonaire, periodic grade increases will automatically occur annually (see next paragraph).

For the Employees of the affiliated Healthcare organizations on Saba and St. Eustatius, the increase to the next step will remain linked to the Employee's performance and the corresponding assessment.

The amendment to the salary structure is part of the phased harmonization of employment conditions, which starts with this CLA, and which compensates for (both this and future) changes in entitlements as a result of the harmonization of the employment conditions in a joint CLA. All previously accrued rights and/or other (statutory or contractual) entitlements of the employee shall lapse, i.e. be deemed to be included in the entitlements as laid down in this CLA.

Staged increase (Fundashon Mariadal)

In Section 3 (organizational section of Fundashon Mariadal) an article is added regarding the grade adjustment. This states that a grade adjustment takes place on January 1 for Employees with an indefinite contract and for Employees with a fixed-term contract on the date of a successive year that the Employee entered employment.

Harmonization of the vacation-day regulation

The parties agree to a harmonized vacation-day regulation for all Employees. The regulation is based on 25 vacation days per Calendar Year for full-time employment for each Employee, regardless of age, position or years of employment. Implementation of the regulation involves that:

- Employees entering employment as of Jan. 1, 2024, are entitled to 25 vacation days per Calendar Year for full-time employment.
- Employees who were hired before Jan. 1, 2024, and currently have more than 25 vacation days will retain the number of days accrued as of Dec. 31, 2023.
- Employees who on December 31, 2023, have 25 vacation days or less and would be entitled to additional vacation days on or after January 1, 2024, based on previous Collective Labor Agreement provisions, will no longer have this right. For them, the

[2] Preliminary percentage known for the year 2024 on Sept. 27, 2023.

established 25 vacation days per year will apply.

Any other (statutory or contractual) claims to vacation days per Calendar Year shall lapse, or at least be deemed to be included here.

Harmonization of Irregular hour compensation

The parties have agreed to adopt one equal compensation regulation (irregularity allowance) for irregular hours from January 1, 2024 (see article 4.15, section 2). The compensation regulation is based on the regulation applied by Fundashon Mariadal. The parties have agreed that the Irregularity allowance will be applied until 7:00 a.m. Mondays through Fridays. (Any extra allowance that may apply between 7:00 - 8:00 from Mondays through Fridays will be forfeited).

The Parties have further agreed that the Irregularity allowance will be applied to Employee-schedule worker up to and including function group 60 also for the Healthcare organizations on Saba and St. Eustatius, on the understanding that the compensation will be calculated at most on the basis of the salary in the last step of scale 45. If the Employee performs more than one job, the leading factor for the calculation of the Irregularity allowance will be the job that the Employee-schedule worker performs during the schedule shifts.

The aforementioned regulation also applies when a non-scheduled worker is asked to work a shift (for example, due to staff shortages) in a department with scheduled work.

Any other (statutory or contractual) claims to compensation for performing work at irregular hours shall lapse, i.e. be deemed to be included here.

New promotion regulation

The parties have agreed that in the event of promotion to a position in a higher job group, an Employee will first move up two salary grades in his current scale and subsequently move to the grade with the next higher salary amount in the new salary scale.

If an Employee is in the highest grade of their current salary scale, the salary adjustment numbers are used to determine the next two salary scales. The Employee subsequently moves to the new salary scale in the grade with an equal or, if not available, next highest salary amount.

1.2.2. Theme: Sustainable employability

Vitality Budget

The parties have decided that as of January 1, 2024, every Employee will be entitled to an annual Vitality Budget. This provision is an instrument to stimulate sustainable employability.

Employees of Fundashon Mariadal and Mental Health Caribbean had a budget for costs of

dental care and glasses from previous Collective Labor Agreements. This budget is now extended with additional (claim) possibilities and the amount is higher as well. The budget is a new provision for the Employees of the Healthcare organizations on Saba and St. Eustatius.

The Vitality Budget during the term of this Collective Labor Agreement will be USD 850 per Calendar Year for a Full-time Employee. Part-time Workers and Employees who have not worked a full Calendar Year will receive a prorated budget. Upon submission of invoices and other proof of payment, the Employee can request reimbursement from this budget for items such as dental and eyeglass expenses, a sports subscription, massage, child care or a financial coach (if not yet fully reimbursed). The operational aspects of the utilization of this budget are further specified in HR policies. In the case of reimbursements for dentist, glasses and childcare, the Vitality Budget can also be used for claims by family members who are part of the Employee's household as defined in the CLA.

Development of a generation regulation

The parties have determined that sustainable employability, specifically for the group of Employees aged 55 years and older, must be developed, with the focus on the Employees' individual needs.

Customization can be developed through the Ladder of Customization (Annex 5). This regulation will be used as a mandatory starting point in the CLA and will be further shaped through HR policies in each organization. AFBW and Fundashon Mariadal have specifically agreed to discuss this topic with each other. A conversation will be held with the Employee from this target group at least once a year, when the needs and wishes, limitations and workload will be discussed.

A phase-out regulation based solely on age does not do justice to the principle of customization. If a phase-out regulation is the instrument, the Employer and Employee will make further agreements with each other. This was provided for in the Fundashon Mariadal CLA and has been included in the BES Healthcare CLA as a general principle for all Employers. It fits the principle of customization at Employee level.

Absenteeism Policy

An absenteeism policy involves more than merely supervision of absenteeism. Healthcare organizations are going to explicitly include and specify prevention of absenteeism in their HR policies. With respect to this, the CLA agreement includes the obligation to have an HR policy on sustainable employability. The personal Vitality Budget and (the use of) vacation leave are important tools to achieve this.

The Parties have agreed to endeavor to harmonize the existing sick-leave regulations for all Employers. The parties agree that, in view of the complexity, the Technical Committee will conduct a study and provide an appropriate proposal for a regulation that will apply to all Employers. This regulation will take effect January 1, 2025.

A draft policy will be discussed with the Technical Committee in July 2024. The basic

principle is that long-term sick Employees are affected as little as possible by a reduction in Salary. On the other hand, short-term frequent absence of Employees is discouraged. Any financial proceeds will fully benefit this regulation. The existing experience with the sick-leave regulations of the Employers on Saba and St. Eustatius and on Bonaire serve as input to develop a more appropriate regulation.

Fundashon Mariadal will implement the following transitional regulation as of January 1, 2024 until the new harmonized sick leave regulation will be implemented by all Employers. The goal is to have the final new regulation effective January 1, 2025.

Under the transitional arrangement, Employees of Fundashon Mariadal who are seriously or long-term ill will receive 100% of their Salary as sick pay for a maximum period of 60 days. After this period, the current salary payment regulation, based on sick pay of 80% of the Salary, will apply. An Employee is considered seriously or long-term ill after the Occupational Physician has declared the Employee unfit for work due to serious or long-term illness, which will be based on a written referral from a medical specialist. The serious or long-term illness has a major impact on the Employee and may require intensive treatment by a specialist or, for example, long-term rehabilitation therapy.

For Employees who are sick and disabled but do not meet the above criteria, the current regulation remains effective.

Flexible Working Hours

The parties are in favor of allowing Employees to decide for themselves whether a 36-hour or 40-hour work week is appropriate. If the Employee chooses to work less than 40 hours, this will be supported by the Employer as much as possible. The Salary and other employment conditions will be adjusted in proportion to the agreed Working Hours.

In addition, the Employers wish to explore the implementation of a Year Hour System (YHS). This is based on the total number of working hours on an annual basis and the work pattern is determined by mutual agreement. The YHS can help increase a more flexible approach to scheduling Employees and contribute to ensuring continuity of care.

Confidential Advisor

The parties have agreed that each organization shall have a confidential advisor. This will be included as a provision in the CLA. The Confidential Advisor will need to have received relevant training. The Employers will observe the SZW published guideline on the deployment of Confidential Advisors.

Discontinuation of child allowance

The child allowance regulation for Employers on Saba and St. Eustatius will be terminated as of January 1, 2024. The parties have discussed that a child allowance is provided by the government and therefore the Employer is no longer imposed with this government task. The released funds will be used for the introduction of the Vitality Budget.

Where possible, Employers will encourage and support the availability of childcare. The

Vitality Budget can also be used for childcare.

Loyalty policy for final salary earners

A point will be reached where an Employee cannot continue to grow in salary in their current position within any salary structure with a set minimum and maximum salary.

The parties agree that the goal will be to support Employees in their careers so they can advance to a higher job grade with matching higher scale, providing them with better salary prospects. This is in the interest of both the Employee and the Employer.

The parties recognize that instruments must be in place to maintain and promote the motivation of Employees who are currently at the maximum grade of their scale. Money may play a role, yet other incentives may also be appropriate. The parties agree to have the Technical Committee investigate and advise on whether and how a loyalty program can be developed for this purpose; the outcome of this investigation must be available by January 1, 2025.

Special leave

Various situations are mentioned in both (previous) CLAs for which special leave can be requested by the Employee. These circumstances range from general cases that apply to all employees to specific situations, such as family matters or individual circumstances. Employers want to make the best possible provision for this, which must also be practicable. The parties discussed the desirability of enabling customization regarding the application of the number of days in specific situations.

Based on the objective of having one unified regulation, the parties commissioned the Technical Commission to develop a regulation that allows for different situations, the island-specific situation, inclusiveness, etc. The Technical Committee's opinion should be available by July 1, 2025. It will be discussed at the CLA table and once approved, will become part of the CLA.

Training and development

The parties emphasized the relevance of Employee training and development to support the ambition of the BES CLA.

Moving toward a system of accreditation within the Kingdom was discussed in the Technical Committee and the development of a joint policy is desirable.

Training budget

The Collective Labor Agreement adopt the provision that Employers will set aside a minimum of 2% of the gross wage bill per Calendar Year for training and development.

HR policy study facilities

The Employers will develop an HR policy governing the allocation of study facilities. This will be set forth in Article 6.1 by January 1, 2025, as part of the strategic training plan.

The parties have agreed to review and/or develop an appropriate study facilities regulation, which is suitable to the type and level of study taken up. This will be based on the time needed for studies. This includes continuing education. It also comprises a repayment regulation in case the Employee decides to leave the Employer for the agreed period. The parties have instructed the Technical Committee to investigate and advise how this can be fleshed out.

1.2.3. Theme: General Provisions

Harmonizing contract terms

The Technical Committee has advised the CLA consultation to eliminate differences based on the form of contract. Preventing such distinctions contributes to consistency and clarity in terms of employment conditions and ensures equality of treatment. In a broader sense, this benefits a positive working atmosphere as it contributes to transparency and trust between the Employee and the Employer. This opinion has been adopted by the CLA consultation. The harmonization of employment conditions will be introduced in phases, starting with a change to the salary structure in this CLA and including the change mentioned in this section.

Definition of "child"

The Technical Committee recommended broadening the definition used in Collective Labor Agreements. This opinion has been adopted by the CLA consultation. This means that an adjustment will be made as follows: "because of a disability, continues to be part of the household of at least one of the two parents". With this, a Child is also considered a person who, due to a mental and/or physical disability and regardless of age, continues to live at home.

Regulations for re-grading positions in the FWG 3.0 system

Parties have adopted the Technical Committee's opinion to include a procedure in the Collective Labor Agreement for the situation when a job no longer seems to describe the actual situation. This procedure provides when and how to arrive at an up-to-date description including an objection procedure with safeguards for the Employee.

Liability, property damage and compensation for use of private vehicle on on-call shifts

Article 3.11 (Property Damage) of the Collective Labor Agreement will provide that costs incurred as a result of damage to the Employee's (private) car when traveling from home to the work location after a call will be covered by the Employer's liability insurance.

ALL for 1 Union St. Eustatius and SUPLUA will discuss with the Employers of Saba and

St. Eustatius a regulation that provides transportation or compensation for Employees who work on-call shifts and need to get to the work location within a short time frame. The arrangement will be developed and agreed upon by April 1, 2024 and will be effective January 1, 2024.

Adjustment to Section 3 BES Healthcare CLA

Labor conditions for Saba and St. Eustatius are listed separately in Section 3.

Objection to disciplinary measures

Article 9.3 of the Collective Labor Agreement shall be supplemented by the following paragraph: "The Employee may initiate an objection procedure against the imposition of any disciplinary penalty." The appeal procedure will be further specified in HR policy.

1.2.4. Theme: Collaboration

Consultation structure

The collaboration method between the parties will be laid down in a Consultation Protocol in order to arrive at a structured and annual consultation. The Parties have appointed the Technical Committee as a key advisory body. In addition, the Parties have agreed to set up an Interpretation Committee.

The Technical Committee shall be made up of a delegation of 6 members (with 6 alternate members) from Employers and Unions, in accordance with Annex 3. Employers jointly appoint three members and three alternate members. This also applies to the Unions.

The following topics are assigned to the Technical Committee for discussion, review and opinion at the joint CLA consultation (whereby the numbers refer to the numbering in the Covenant BES Healthcare 2024 - 2026 dated September 28, 2023):

- After agreement to the covenant, completion of the BES Healthcare CLA (see item 2)
- Further specifying the OVA assignment (see point 3)
- Absenteeism policy (see item 9)
- Preparation of the Consultation Protocol and finalization of the interpretation-committee regulations (see item 18)
- Review of the criteria for special leave (see item 15)
- Discussion of any loyalty regulation for those who are at the end of the scale (see item 5)
- Proposal for study facilities for Employees and development of a policy (see item 13)

The Interpretation Committee has a number of members equal to that of the Technical Committee. Members of the Technical Committee may also serve on the Interpretation Committee.

Contribution to the Union

In order to clarify the relationship among a Union Member, the Union and the Employer with respect to the payment of dues, the following text will be part of the Collective Labor Agreement:

The Employee may authorize the Employer in writing to withhold and forward membership dues to and from the Union. Termination of membership and consequently the membership dues must also be made by the Employee in writing to both the Employer and the Union. The Employee is responsible for observing the agreements made with the Union.

The Employer will execute such authorizations during the term of this Collective Labor Agreement. An authorization will not be executed retroactively.

Support to the BES Healthcare CLA

The Parties have agreed that FWG Progressional People will provide secretarial support to the parties to the BES CLA. This includes the periodic joint consultations, preparation and supervision of the Technical Committee meetings to ensure follow-up and implementation of the agreed CLA items.

The aforementioned agreements contained in the covenant have been incorporated into this Collective Labor Agreement.

1.3. Definitions and scope of CLA

The CLA is an agreement that has been concluded between the Employers and the Unions. The CLA means that an Employer, who is party to this CLA, must apply the employment conditions laid down in this CLA to the employment contract (the "employment relationship") concluded between the Employer and the Employee. The Employee is defined as the Employee described in Section 2- Article 1 Definitions.

In addition, this Collective Labor Agreement sets forth the agreements reached between the Employers and the Unions.

Where the male form is used in the CLA, the female form applies as well.

1.4. Type and structure of CLA

The provisions of this CLA are the standard type. This means that, unless otherwise provided in this CLA, the Employer is not permitted to deviate from the provisions of this CLA in the employment conditions with the Employee, except if no provisions have been made for such employment conditions in this CLA.

The CLA has three components.

Section 1 contains general agreements on the BES Healthcare CLA. These are particularly

agreements that apply between the Employers and the Unions.

Section 2 contains the agreements that apply to all Employers and Employees who are subject to this Collective Labor Agreement.

Section 3 contains the agreements that apply specifically to the respective Employer and the Employees employed by such Employer. The agreements in Section 3 apply to this Employer in lieu of the agreements in Section 2 to the extent that such agreements differ from the provisions of Section 2 and/or to the extent that Section 2 contains no provisions for this.

These agreements are made and recorded at the organizational level in consultation between the relevant Union and the Employer and provided that a valid representation of the Union at this Employer is in place.

1.5. Scope and legislation

This Collective Labor Agreement applies to the employment relationship between the Employer and the Employee referred to in Article 1 Definitions of Section 2.

The CLA is subject to BES legislation. If by or pursuant to statutory provisions, including (but not limited to) the BES Labor Act 2000 and the BES Civil Code, rules are or may be laid down, which allow no deviation, this CLA shall only apply if the CLA is not in conflict with these statutory provisions.

The Dutch version of the CLA is binding in case of translations of the CLA into other languages.

1.6. Term, modification and termination

The Collective Labor Agreement takes effect January 1, 2024, and ends December 31, 2026.

In the event of compelling circumstances, including changes in laws and regulations, this Collective Labor Agreement may be amended in the interim with the parties' consent. The parties agree to initiate collective bargaining negotiations in 2026 for the succeeding period.

Without a written notification by registered letter or by bailiff's writ of termination of this CLA or of any proposals for amendments of one or more provisions by one of the parties to the other party, no later than three months prior to the date on which this CLA ends, this CLA shall be deemed to be tacitly renewed for one year at a time.

1.7. Opinions and Interpretation of the CLA

For the term of this CLA, the CLA Parties shall establish a Technical Committee to discuss, review and, if necessary, provide opinions on the subjects appointed by the CLA Parties.

CLA Parties shall also establish an Interpretation Committee having the task to determine the interpretation of CLA articles against the background of the negotiations conducted. Every CLA party is authorized to apply to the said relevant committee.

Composition, methods and powers of these committees are defined in regulations. These provisions are attached as Annex 0 to the CLA.

The CLA Parties have identified the following topics to be specified by the Technical Committee during the term of this CLA:

- Specification of the OVA assignment
- Absenteeism policy
- Preparation of the Consultation Protocol and finalization of the interpretation-committee regulations
- Review of the special-leave criteria
- Discussion of any loyalty regulation for those who are at the end of the scale
- Proposal for study facilities for Employees and development of a policy

1.8. Text and information regarding the CLA

The Employee will be informed by the Employer of the rights and obligations arising from the Collective Labor Agreement or of any amendments to the Collective Labor Agreement. Upon commencement of employment, the Collective Labor Agreement will be provided to the Employee in a manner to be determined by the Employer.

1.9. CLA Parties' general obligation

CLA Parties undertake to comply with this CLA in good faith according to letter and spirit. They shall not, during the term of the CLA, directly or indirectly take or support any action which seeks to affect, disrupt or interfere in any way with this CLA, its spirit or the Employer's business operations. Each Union shall promote compliance with this Collective Labor Agreement by their members by all available means.

The CLA Parties undertake not to take or support any action aimed at making changes to the employment conditions provided for by this CLA in any way other than the respective provisions in article 1.6. 1.6 Section 1.

2. BES Healthcare CLA; origin and ambition

2.1. Principles relative to the former Collective Labor Agreements

Employees' rights and entitlements arising from provisions of previous Collective Labor Agreements that used to apply to the Employee shall lapse upon the effective date of this Collective Labor Agreement.

The rights and entitlements arising from the provisions of this Collective Labor Agreement shall apply in lieu of rights and entitlements arising from provisions of previous Collective Labor Agreements, subsequent effects or continuing effects of those rights and entitlements.

The agreements made by the Employer Saba Cares Foundation, St. Eustatius Health Care Foundation and St. Eustatius Auxiliary Home Foundation with the Unions All For 1 Union St. Eustatius (AF1) and Saba United People's Labor Union and Association (SUPLUA) in January 2023 and in May 2023, have been adopted into the labor contracts of the respective Employees, and are incorporated and constitute part of this Collective Labor Agreement.

2.2. Funding and ambition

Employers endeavor to have structural financial resources available for the improvement of the employment conditions of this CLA. In doing so, the resources provided under the (OVA) system will be optimally used to improve the employment conditions.

The parties to this CLA aim to arrive at the employment conditions level of the Healthcare CLAs in the Netherlands appropriate to the Caribbean context. The parties jointly and individually endeavor to obtain the necessary structural funding for this.

3. Union facilities, activities and dues

3.1. Consultation between the Employer and the Union(s).

The Employers project the relationship with the Union(s) as a partnership in order to achieve the common interests of Employees and Employers, both at the Collective Labor Agreement level and at the local, organizational level.

For this reason, the CLA Parties have agreed to consult with each other at least once a year. The procedure for holding consultations between the Parties is laid down in a Consultation Protocol.

In urgent cases, both the Employer and the Union may request a special meeting specifying the matter to be discussed. A consultation between the Parties may also be

ordered if the BES Islands Consumer Price Index (CPI) is set above 3.50% in any Calendar Year during the term of this Collective Labor Agreement.

The CLA Parties make every effort to do the best they can and with good will.

3.2. Local consultation

At the local level, the Employer shall draw up a protocol with the relevant Union which, among other things, provides for the number of periodic meetings and the agenda. These meetings discuss those topics that are relevant to the Employees from an operational and/or strategic perspective. These discussions are held on the basis of a fixed agenda and take place at least twice a year.

Where there is no local consultation with a Union, the Employer shall provide a policy and protocol that allows the Employees to share regularly important issues with the Employer and allows the Employer to seek advice on important decisions from the Employees.

3.3. Disputes

With respect to a dispute arising between them, the parties are obliged to pursue an amicable solution by conducting amicable consultations applying the following steps.

3.3.1. Request for a review

A party which, as a result of any fact or circumstance, assesses that the other party has not properly interpreted or applied this agreement or has not complied with it, shall request the other party, in writing, to review the interpretation or application or to comply with the provisions of the agreement, stating the considerations on which its assessment is based.

3.3.2. Amicable consultation

If a dispute arises regarding the interpretation or application of this Agreement or the fact that it has not been complied with, and a request for review has not promptly settled the dispute, the parties to the dispute shall seek an amicable solution through amicable negotiation. The parties shall refrain from collective actions, strikes or lockouts as long as negotiations are ongoing between the parties and the circumstances give reasonable cause to conclude that such negotiations may lead to a settlement of the dispute.

3.3.3. Interpretation Committee

If the dispute is related to the manner of interpretation of this Agreement, the parties to the dispute shall submit a written request to the Interpretation Committee for further interpretation of the provision in question in accordance with Article 4B of this Agreement. Pending the ruling of the Interpretation Committee, the parties shall refrain from collective action, strikes and/or lockouts.

3.3.4. Mediation

If the circumstances give reasonable cause to infer that the completion of steps (1) - (3) above has not led or will not lead to a settlement of the dispute, and the dispute is about to give rise to collective action, strikes or lockouts, the intervention of the Government Mediator (and or other mediator at the choice of all parties involved in the dispute) shall be promptly invoked by the parties to the dispute, which request for mediation shall be promptly confirmed in writing by the other parties involved in the dispute. The parties will refrain from collective action, strikes or lockouts while mediation is ongoing.

3.3.5. Right

If within one month after the dispute has been brought to the other party in the described manner and the above steps have been fully completed, no amicable settlement has been reached, the parties shall be free to submit their dispute to an independent court.

3.4. Union Facilities

3.4.1. Union dues

The Employee may authorize the Employer in writing to withhold and remit membership dues from and to the Union. Termination of membership and consequently membership dues must also be made by the Employee in writing to both the Employer and the Union. The Employee is responsible for observing the agreements made with the Union.

The Employer will execute such authorizations during the term of this Collective Labor Agreement. An authorization will not be executed retroactively.

3.4.2. Unions facilities

Each Employer may make arrangements with the relevant Union(s) for further facilities and support for the purpose of performance of work within the organization.

3.4.3. Special leave associated with Union membership

If employment permits, which is at the discretion of the Employer, special leave will, in consultation with the Union, be given to:

- a. Union board members (7 members maximum) or delegates to attend Union congresses and/or study days and for work on behalf of the Union, up to a 80 hours per year maximum;
 - b. one board member, other than the President, to hold consultation hours for the purpose of the members of the Union, up to 2 hours per week maximum according to a schedule to be submitted by the Union monthly in advance;
- to the extent that the Employee meets the requirements set forth for the relevant leave.



Section 2
General section

2. Section 2: General section

This section contains the general provisions applicable between the Employer and the Employees. Additional provisions with respect to each provision may apply for the particular Employer and Employee in Section 3.

1. Definitions

Collective Labor Agreement ("CLA") refers to this agreement between the Employer and the Union and its annexes. In this Collective Labor Agreement, the terms below are defined as follows:

a. The Employer

The Employer(s) mentioned in Article 1.1 of Section 1, represented by the respective Board of Directors.

b. The Employee

A person who has entered into an employment contract ⁽³⁾ with the Employer, unless that person:

- a. has reached state pension age;
- b. is employed occasionally during school vacations, for a period of up to 10 consecutive weeks (vacation worker);
- c. employed to perform temporary activities on a project basis;
- d. chairman of the Board of Directors, whereby chairman of the Board of Directors refers to a person who is charged with the policy preparation, and overall management of the Employer and is directly responsible to the Board of Directors for that purpose. The Employer shall determine who is the Chairman of the Board of Directors according to this definition;
- e. works as an island physician (only applicable to Saba and St. Eustatius) and/or medical specialist.
- f. is a (MBO) student who enters employment by virtue of a training and on the basis of a fixed-term apprenticeship contract, namely for the duration of the training. (Applies only to Fundashon Mariadal).

c. Relationship partner/child/family members

1. Relationship Partner refers to a registered partner, or a person with whom the Employee is cohabiting unmarried. Unmarried cohabitation exists if two unmarried persons maintain a joint household with the exception of blood relatives in the first or second degree. To prove this, the Employee must be able to provide the Employer with proof of registration in the population register.
2. Child(ren) refers to a minor person:
 - a. born from a female Employee or adopted by a female Employee in accordance with Book 1, Section 198 of the BES Civil Code;
 - b. born during the male Employee's marriage;
 - c. recognized by the male Employee;
 - d. for whose benefit letters of paternity have been granted with respect to the male Employee in the sense of Book 1, Section 199 of the BES Civil Code;
 - e. adopted by the male Employee in accordance with Book 1, Section 199 of the BES Civil Code;

[3] An intern has no employment contract with the Employer and is therefore not an Employee as referred to in subsection b. if the work performed by the intern is primarily aimed at increasing the intern's own knowledge and gaining work experience.

- f. who is not listed under the aforementioned paragraphs, but is considered a child of the male Employee in accordance with the BES Civil Code.
- g. who is considered the Employee's stepchild;
- h. who is considered a foster child of the Employee. Foster child in this Collective Labor Agreement refers to the child maintained and raised by the Employee as if he were his own child.

3. Child also refers to an Employee's adult child who remains in the household of at least one of the two parents because of a disability.
4. Family and Family Members refer to a Spouse, or Relationship Partner and/or Child for whom the Employee, together with the Spouse, or Relationship Partner, provides more than 90% of their support.

d. Salary

The gross basic monthly salary in USD applicable to the Employee, not including overtime pay, irregularity allowance, gratuities, etc.

e. Hourly Wage

Hourly Pay refers to 1/173.33 part of the Salary based on Full-time employment.

f. CLA Amounts

All amounts mentioned in the CLA are gross amounts in USD unless otherwise stated.

g. Incapacity for Work

The condition of an Employee who, as a result of illness, accident or otherwise, is unable to perform his normal work for a twenty-four-hour period or longer, or is not permitted to perform such work during such a time period, in order to permit a medically required examination or to prevent his healing from being impeded, or to prevent contamination of others.

h. Public Holidays

1. The Public Holidays listed in Article 23 of the 2000 BES Labor Law. These include: New Year's Day; Good Friday; Easter Sunday and Easter Monday; Ascension Day; Pentecost Sunday; Christmas Day and Boxing Day; the day on which the King's birthday is officially celebrated; Labor Day, i.e. the day on which it is celebrated; for the public entity of Saba and St. Eustatius the date that comes after the date of the Carnival parade; for the public entity of Bonaire the day on which the celebration of Dia di Rincon takes place; for the public entity of Bonaire the date of September 6, for the public entity of St. Eustatius the date November 16 and for the public entity of Saba the date of the first Friday of December.
2. If an amendment to the 2000 BES Labor Law with respect to Public Holidays takes place during the term of the CLA, the amended provision will apply.

i. Union

The Union(s) mentioned in Article 1.1 Section 1.

j. Calendar Year

The period from January 1 to December 31.

k. Parties

The Employers and the Unions listed in Article 1.1 Section 1.

l. Care Recipient

Where the Collective Labor Agreement refers to Care Recipient, this refers to patient and/or client and/or resident.

m. 2000 BES Labor Law ⁽⁴⁾

Formerly National Regulation of July 27, 2000, for the establishment of new rules regarding Working Hours, Working Times and Overtime. In the implementation of this CLA, the 2000 BES Labor Law applies to an Employee whose gross annual income is less than 260 times the daily wage as referred to in Article 3 of the 2000 BES Labor Law. For certain Employers, a deviating arrangement applies whereby the gross annual income limit is set at a higher level. Deviating regulations are, where applicable, included in Section 3.

n. Hours of Work

The number of hours the Employee works per Week or per day excluding Overtime.

o. Full-time Employment

Full-time employment applies when the Employee's Working Hours are 40 hours on average per Week.

p. Part-time Worker

A part-time worker is an Employee for whom the Working Hours are less than 40 hours per Week on average.

q. Working Time

The times during which the Employee performs work.

r. Working Hours

The times of commencement and termination of work.

s. Rest Day:

Sunday or the day which, for Employees who perform Scheduled work on Sundays, replaces Sunday according to his work schedule.

t. Rest Periods

The time during which the Employee is prohibited from performing work, other than by way of Overtime, within the meaning of Art. 9 of the 2000 BES Labor Act. The group of Employees to which this definition applies varies by Employer and is further specified in Section 3.

[4] A current version of the legal text is published at www.overheid.nl.

u. Scheduled Work

Work, other than Overtime, performed by an Employee according to a periodic schedule at different times, required in view of the nature of the business, as a result of which all or part of the Working Hours fall within the Employee-Non-Schedule Worker's Rest Period.

v. Employee-Schedule Worker

An Employee who performs Scheduled Work.

w. Employee-Non-Schedule Worker

The Employee who does not perform Scheduled Work.

x. Week

A period of seven consecutive days.

y. Overtime

The Employee's work, performed during the Employee's applicable Rest Period, and work that, with respect to the Employee, exceeds the maximum Working Hours based on the 2000 BES Labor Law, per day or per Week. Overtime only applies when the Employer has given an instruction for Overtime work in advance. The group of Employees to whom Overtime applies varies by Employer and is further specified in Section 3.

z. Paid Special Leave

For the purposes of this Collective Labor Agreement, paid special leave means the number of hours to be taken by the Employee under this Collective Labor Agreement during which work is normally required to be performed, however, no work needs to be performed because of leave approved by the Employer. These hours are included in the determination of the total Hours of Work.

aa. Unpaid leave

In this Collective Labor Agreement, unpaid leave means the right to time off from any shift. Unpaid leave granted under this regulation shall be disregarded in determining the total Hours of Work. During the period of unpaid leave, no work shall be performed at the Employee's request and therefore no wages shall be paid, no vacation days/rights shall accrue, and no health insurance premiums and/or other contributions shall be paid.

bb. ZJCN

Zorg en Jeugd Caribisch Nederland.

Section 3 contains additional definitions that apply between the Employer and the Employee.

2. Employment contract regulation

2.1. Employment Contract

1. The employment contract is entered into in accordance with Book 7A of the BES Civil Code. It is basically a fixed-term employment contract. The formation planning, assessment and work attitude of the Employee are some of the aspects that determine whether the employment will be continued subsequently and whether the Employee will be offered an employment contract for an indefinite period of time.
2. The Employee will be issued a copy of this Collective Labor Agreement upon employment.
3. The first two months of employment apply as probationary period, as referred to in Book 7A, 1615n of the BES Civil Code, unless a shorter period is agreed upon.

2.2. End of employment contract

1. The employment contract may end in accordance with the provisions of Book 7A of the BES Civil Code, and/or BES Termination of Employment Contracts Act, or by mutual agreement.
2. The employment contract also ends on the first day following the month in which the Employee reaches the state-pension age.
3. The Employers located on Saba and St. Eustatius and their Employees are subject to the additional provisions listed in Section 3 under A-2.7 and B-2.2.

2.3. Part-time work

A Part-time Worker works on average fewer hours per Week than the full-time Working Hours. In that case, the Employee shall be entitled to a Salary, vacation leave and pension accrual on a pro-rata basis. This list is not exhaustive. If the Employee chooses to work less than full-time this will be supported by the Employer to the best of the Employer's ability where permitted by the Employer's business operations.

2.4. Working Hours

1. The Employer shall determine the Working Hours, service hours and office hours. In doing so, the various interests are taken into account, with continuity of care and business operations taking precedence.
2. The Employer adopts the rules relating to Working Hours in its own regulations, in the HR manual or in the scheduling policy or Working Hours policy.
3. Section 3 contains additional provisions that apply between the Employer and the Employee.

2.5. Compensation for Public Holidays

1. On Public Holidays which do not fall on a Saturday or Sunday, a Schedule Worker who is not scheduled to work on this Public Holiday shall be entitled to take this scheduled day of rest on another day with retention of Salary. The Employee shall not lose a vacation day.
2. A Schedule Worker who works on a Public Holiday in accordance with his schedule will receive, in addition to the normal Hourly Rate for the number of hours worked, a compensation bonus of 150% of the Hourly Rate. Any other (statutory or contractual) entitlements to compensation for performing work on a Public Holiday shall lapse, or at least be deemed to be included.
3. This is without prejudice to rest times for Schedule Workers, as referred to under Definitions art. 1 sub s of Section 2.

3. Mutual Obligations

3.1. Obligations on the part of the Employer and the Employee

1. An Employer is obliged to do and refrain from doing all that a diligent Employer should do or refrain from doing in similar circumstances.
2. An Employee is required to perform his duties to the best of his ability, to conduct himself as a diligent Employee and to act in accordance with instructions given by or on behalf of the Employer.
3. In every organization, the Employer and Employee obligations are defined in the HR manual, code of conduct and/or internal procedures.
4. Section 3 contains additional provisions that apply between the Employer and the Employee.

3.2. Medical examination of a prospective Employee

1. Based on the BES pension system, the Employer must register Employees with Pensioenfonds Caribisch Nederland (PCN)^[5]. As a condition for participation, PCN requires that the Employer requests a medical certificate upon commencement of employment and keeps it in the Employee's personnel file. This is the reason why the Employee must provide a medical certificate upon commencement of employment at the expense of the Employer.
2. The details of this examination shall remain the responsibility of the medical practitioner. The Employee shall have the right to see the medical examiner's opinion before the medical examiner sends the medical certificate to the Employer.
3. The costs associated with this examination shall be borne by the Employer.

3.3. Employee's Medical Examination

The Employer is a healthcare institution. The Employer may therefore have to take preventive or special measures, which require the cooperation of the Employee. The Employee must for this reason submit to a medical examination as deemed necessary by the Employer stating reasons, if it is an examination with a preventive effect with respect to the health situation in the organization.

3.4. Duty of confidentiality and professional secrecy

1. Both during and after termination of employment - regardless of the manner and reasons why the employment has come to an end - the Employee is prohibited from making any disclosure in any way to third parties, directly or indirectly, in any form and by any means, with regard to everything the Employee knows about the affairs and interests of the Employer, the care recipients and other relations, unless the performance of the job requires that third parties be informed.
2. The Employee shall observe confidentiality regarding anything that comes to his knowledge by virtue of his position, to the extent that this obligation follows from the type of matter or is expressly imposed on him. This obligation is laid down in Article 285 of the BES Criminal Code and also applies after termination of employment. Partly with respect to this, the Employee must sign a written promise of confidentiality upon commencement of employment.
3. The Employee agrees and expressly consents to the fact that the Employer will hold and process the Employee's personal information with respect to the administration and management of Employee's employment-related details. The Employer agrees to treat such information with due care and confidentiality.
4. The Employer shall observe confidentiality with regard to everything the Employer knows with respect to the Employee's person by virtue of his position, unless the Employee consents to the disclosure of information relating to his person.

3.5. Absence

1. If the Employee is prevented from coming to work for any reason, the Employee must report this to a manager at least one hour before the start of his or her working time. This is without prejudice to the provisions in the sickness regulation in terms of the procedure for reporting absence due to illness and so on.
2. The Employer shall not owe the Employee any Salary for the time during which the Employee fails to perform his duties in breach of his obligations.

3.6. Ancillary jobs and ancillary activities

1. If the Employee wishes to engage in paid or unpaid side activities or work for others in addition to working for the Employer, the Employee must first discuss this with the Employer and obtain written permission. This permission may not be withheld on unreasonable grounds, however, it may be subject to certain conditions.

[5] For more information about this fund, its pension regulations and the pension administrator, please refer to www.pensioenfondscn.com.

2. The Employee is required to provide details of any additional positions and/or other work at the commencement of the employment contract and subsequently at the Employer's first request.
3. The provision of services to the Employer through a business of which the Employee is either an owner, shareholder, and/or director himself or herself, or of which a relative by blood or marriage up to and including the fourth degree (see Annex Kinship Table) and/or spouse and/or Relative Partner of the Employee is an owner, shareholder, and/or director, is not allowed without the Employer's written consent.

3.7. Gifts, rewards, inheritances

1. The Employee is prohibited from directly or indirectly, without the Employer's prior written consent:
 - a. participate in contracting work and/or supply work to be performed on behalf of Employer.
 - b. accept gifts and/or rewards from (legal) persons who work for the Employer, perform assignments for the Employer, deliver to the Employer, or with whom the Employee comes into contact by virtue of his position.
2. Except with the Employer's prior written consent, the Employee shall not accept an inheritance or bequest from a person, who prior to or at the time of death was hospitalized with the Employer and is not a blood relative or relative by marriage up to and including the fourth degree, spouse or Relationship Partner of the Employee. Waivers may also be set forth in HR policies.

3.8. Company items

1. The Employer shall ensure that the necessary supplies are provided to the Employee to perform his job properly.
2. The Employee is required to carefully manage the (company's) property items entrusted to him or her by the Employer.
3. At the Employer's first request, the Employee shall return all property items in his possession which are the property of the Employer, or to which the Employer is entitled on any other account.
4. The Employee is prohibited from using Company property in his possession and/or use for himself or for any purpose other than the purpose for which it was entrusted by the Employer to the Employee. Use other than according to or in accordance with the instructions for use is not permitted. Reckless and/or unlawful use, regardless of its purpose, is not permitted either.
5. Upon termination of employment, the Employee shall surrender the aforementioned goods, including the work clothing or uniform clothing and badges issued to him. In the event of loss or damage due to the Employee's fault or failure to return the aforementioned property items, the Employee shall be required to reimburse the Employer for the cost of the items and the Employer may offset such reimbursement against the Employee's final paycheck.

3.9. Employee's liability for damage

1. The Employer undertakes to take out an insurance contract, which covers the Employee's personal civil liability for death, bodily injury and/or property damage, inflicted on third parties in the performance of his duties, including damage inflicted on third parties by the person who is supervised by the Employee on the Employer's instructions in the work situation.
2. The Employer indemnifies the Employee against liability in this respect and waives any possibility of recourse against the Employee, except for cases where the damage is caused by intent or conscious recklessness on the part of the Employee.

3.10. Property damage

1. Material damage caused to the Employee by a Care Recipient which could not reasonably be prevented within the meaning of Book 7A, Section 1614x BES Civil Code shall be compensated by the Employer on the basis of the following.
2. For this purpose, property damage means solely damage to the Employee's property.
3. To be eligible for compensation, the Employee must demonstrate that:
 - a. a Care Recipient inflicted the injury; and
 - b. he will not otherwise be indemnified in this respect; and
 - c. the injury was inflicted in the performance of his duties; and
4. By indemnifying the Employee under this Article, the Employer shall be subrogated to any rights the Employee may have in this matter against the person who caused the injury.

3.11. Alcohol and drugs

1. During his working time The Employee is prohibited from:
 - a. being in possession of drugs other than pursuant to work instructions from the Employer and/or with the Employer's permission,
 - b. being in possession of alcohol or drugs,
 - c. using them and/or (iv) being under the influence of alcohol or drugs.
 This obligation extends beyond his working time in case outside his working time, the Employee:
 - a. Is wearing a uniform or other work attire of the Employer,
 - b. either or not uses a work car of the Employer as a driver,
 - c. is situated on the Employer's premises or
 - d. has an on-call shift and/or
 - e. the use of alcohol or drugs may still affect the Employee's performance of work.
2. The Employer may further specify the obligation mentioned in paragraph 1 in HR policies through an alcohol and drug policy.

3.12. Whistleblower policy

The Employer shall develop a whistleblower policy to ensure that the Employee can safely report irregularities. This will be developed in HR policies.

3.13. Employee's representation of interests

Where representation of the Employee's personal interests is involved, the Employee has the option to have this done by the Employee's designated representative(s).

4. Job, salary and benefits

4.1. FWG as a job grading system

1. The employment contract includes the Employee's position.
2. The positions making up the Employer's job center are described and rated according to the FWG 3.0 system.
3. The Employee's position has been classified by the Employer in one of the job groups 5 through 80. This classification is recorded in a job description file. The Employee is entitled to inspect this job description file.
4. If the Employer and/or Employee believe that the job content no longer corresponds to the job description, the respective party may request job reevaluation. The protocol is attached to this Collective Labor Agreement as Annex 2.

4.2. Salary scales

1. As of January 1, 2024, the (new) salary scales included in Annex 1 of this CLA, consisting of 16 grades, shall be applicable. The amounts included in the salary scales apply to full-time employment. Part-time Workers will receive a Salary in proportion to the number of hours worked, based on a 40-hour work week.
2. Job grades are linked to salary scales by the Employer. These salary scales are divided into grades.
3. The grading of the Employee by the Employer, both at the start of the employment and upon acceptance of a position at a later time during the employment, depends on the position to be held by the Employee. The grading at the start of the employment in terms of the grade depends mainly on the working experience and level of education that is relevant, which is at the Employer's discretion.
4. The salary scales may be consulted at the Employee's request.
5. The procedure of the Employee's progress through the salary scale at the Employer is set forth in Section 3.
6. The implementation of the new salary scale as of January 1, 2024, for the Employee employed by the Employer on December 31, 2023, shall take place as follows:
 - a. The salary scale applicable on December 31, 2023, will be used for classification in the new salary scale. This is the salary scale as listed in Annex 1; the salary scale excluding the 3% increase.

- b. The equal or next higher salary amount applicable to the Employee shall be used in the salary scale applicable to the Employee.
- c. After this grading, the salary adjustment mentioned in Article 4.1 will take place causing the salary scale in Annex 1 including the 3% increase to apply.

4.3. Salary Adjustment

1. During the term of this Collective Labor Agreement, salary scales shall be adjusted as follows:
 - a. by January 1, 2024, by 3% (as listed in Annex 1)
 - b. effective January 1, 2025, by 3% if the OVA rate finally determined by ZJCN, to adjust the budget for personnel costs for 2025 is at least 4.94%;
 - c. effective January 1, 2026, by 3% if the OVA rate applied by ZJCN^[6] to adjust the budget for personnel costs for 2026 is at least 4.94%.
2. If the OVA rate for 2025 and 2026 is different from the rates mentioned in paragraph 1, the Parties will consult on the salary adjustment to be applied at that time.

4.4. Payment of salary

1. The implementation rules for each Employer are set forth in Section 3.
2. The Employer pays the Salary no later than by the end of the month.
3. Other allowances and supplements in any month shall be paid no later than the following calendar month, where the provisions of the Collective Labor Agreement do not provide otherwise.
4. The Employee will receive a written specification of changes in the Salary and/or salary calculation.

4.5. No Salary

The Employer shall not owe the Employee a Salary for the time during which the Employee fails to perform his duties in breach of his obligations, unless this Collective Labor Agreement provides otherwise.

4.6. Grade increase

The implementation rules for grade increases are set out for each Employer in Section 3.

[6] The Government Contribution to Labor Cost Development (Dutch: Overheidsbijdrage in de Arbeidskostenontwikkeling - OVA) is a government contribution to enable market-based labor conditions development in the healthcare sector.

4.7. Promotion

1. In the event of a promotion and if the new position is classified in a higher job grade, the Employee's Salary will be determined on the basis of the new functional scale by increasing the Salary previously received by 2 grades.
2. If an Employee is in the highest grade of their current salary scale, the salary adjustment numbers will be used to determine the next two salary grades.
3. The new Salary shall be an equal or next higher amount and must be at least equal to the minimum of the scale of the new position, however, it cannot exceed the maximum of the scale associated with that position.

4.8. Substituting a position

1. The Employee who fills (or practically fills) a higher graded position for more than one month shall receive a monthly substitution bonus during the substitution period. This bonus is basically determined on the basis of the original Salary, which is temporarily increased by at least 2 salary scale grades. The Salary, plus the substitution bonus, must be at least equal to the minimum of the scale of the higher position, however, cannot exceed the maximum of the scale corresponding to this position.
2. When the substitution period is over, the Employee will receive the original Salary.
3. The substitution allowance is not structural and is not included in the pensionable Salary.

4.9. Year-end bonus

1. Employees who have been employed for a full year as of December 15 will receive a year-end bonus from the Employer around December 10. The amount of this End of Year Allowance and further implementation rules are set out for each Employer in Section 3.
2. If the Employee has not completed a full year of employment on December 15, the Employee will receive this gratuity in proportion to the length of employment.
3. The Employee who leaves employment as a result of retirement will receive a prorated year-end bonus when the final Salary is paid.

4.10. Vacation allowance

1. The Employee receives a vacation allowance of 8.33% of the annual salary (where the annual salary is made up of the Salary earned in the period July 1 of the previous year through June 30 of the allowance payment year). Overtime pay, irregularity allowance, gratuities and so on are not included in the calculation of the amount of the vacation allowance.
2. The payment for the vacation allowance is made around June 15.
3. If the Employee leaves employment earlier or has worked for less than one year, the vacation pay will be settled pro rata.

4.11. Years of employment gratuity

An Employee who has been continuously employed by the Employer for a certain amount of years is entitled to a one-time gratuity:

12.5 years of employment	50% of the gross basic monthly salary
25 years of employment	100% of the gross basic monthly salary
35 years of employment	150% of the gross basic monthly salary
40 years of employment	200% of the gross basic monthly salary

4.12. Gratuity

1. The Employer may grant a gratuity on an occasional basis. This may be in the form of a one-time payment of an amount, yet also in the form of a temporary supplement. If it is a bonus, it can be combined with the Salary up to the maximum of the next functional salary scale.
2. The gratuity and temporary allowances are not structural and are not included in the pensionable Salary.

4.13. Overtime

1. The Employee who belongs to a maximum established job group, is entitled to compensation for Overtime, if such Employee is entitled to such compensation under the 2000 BES Labor Law. The amount of the compensation shall be in accordance with the statutory regulation.
2. The maximum established job group into which may cover an Employee to qualify for overtime pay is specified in Section 3 for each Employer.
3. If the working hours per day including overtime are at least 10 hours, the Employee is entitled to a meal worth \$15.

4.14. Time for time (Time-back)

1. The Employer may reimburse an Employee who is entitled to Overtime pay for this right (in part) in the form of Paid Leave ("time for time or time-back") further provisions are adopted in the HR policy
2. The Employee may be compensated for his Overtime in the form of time for time after receiving written approval from Employer.
3. The Employee must take the time for time in consultation with the Employer in the month following the month in which the Overtime was performed, unless otherwise expressly agreed upon between the Employer and the Employee.
4. The Employer may make a different arrangement to be included in Section 3.

4.15. Irregular hours

1. An Employee whose position is classified in job group FG 60 or below is entitled - above the applicable Hourly Rate - to compensation for working certain irregular hours or days (irregularity allowance). Irregular hours of work do not refer to the hours that exceed the maximum Working Hours or, if the relevant Part-Time Worker works as a Schedule Worker, the hours that exceed the number of contractually agreed hours. It refers to work performed by the relevant Employee as an Employee-Schedule Worker on irregular working hours pursuant to a work schedule.
2. The position of the Employee in FG 65 and above entails that, where appropriate, work will also have to be performed outside the Hours of Work and Working Hours/working days applicable to the Employee. This has been included in the determination of this Employee's Salary and the organization of work. The Employee in FG 65 and above, who is also an Employee Schedule Worker, who regularly works overtime, including being on standby, and who works irregular shifts, will receive a compensation of 10% of the Salary in the month following a month in which the Employee effectively worked overtime and irregular shifts.
3. On the basis of the work schedule, the Employee whose position is classified in job scale FG60 or below may be scheduled as an Employee-Schedule Worker. If the relevant Employee referred to in the first paragraph works the scheduled shifts shown below, an allowance for this - above the applicable Hourly Wage - shall be granted. This allowance will be calculated on the basis of the applicable Hourly Wage, whereby, however, for the calculation of the allowance, the maximum shall be the Hourly Wage derived from salary scale 45 last grade.
4. The amount of the allowance per hour worked on irregular shift hours is specified as follows:

Mondays through Fridays between midnight and the end of the night schedule shift which applies to the department in question (no later than 7 a.m.)	30% of the (maximum) Hourly wage
Mondays through Fridays between 6 p.m. and midnight	30% of the (maximum) Hourly wage
Saturdays between midnight and 7 a.m.	40% of the (maximum) Hourly wage
Saturdays between 7 a.m. and midnight	35% of the (maximum) Hourly wage
Sundays between midnight and 07:00 a.m.	50% of the (maximum) Hourly wage
Sundays between 7 a.m. and midnight	45% of the (maximum) Hourly wage

5. Any other (statutory or contractual) entitlement to an allowance due to the performance of work at irregular hours shall lapse, or at least be deemed to be included here.
6. Entitlement to an allowance for working irregular hours on Public Holidays is subject to a separate regulation, see art. 2.5 Public Holiday Allowance (Section 2) on Public Holiday Allowance which replaces the above allowances.
7. Section 3 contains implementing rules applicable between the Employer and the Employee.

4.16. On-call shift

1. An on-call shift means that the Employee must be on-call for emergencies outside of working hours for a specified period of time. An on-call shift is often for the period between two consecutive shifts.
2. If the Employee is called, the Employee must come to the work location immediately in order to work. This refers to work that cannot wait. Work performed on call is Overtime and will be paid as Overtime.
3. Notwithstanding the provision of art. 26, paragraph 2 sub (d) 2000 BES Labor Law for the purpose of the Employee, the Employee will, however, receive an allowance for on-call shift. This allowance shall be equal to the regulation of art. 11, paragraph 9 of the 2000 BES Labor Law, on the understanding that a maximum allowance of USD 35 per period of 24 hours applies. If it is a period that includes several days, or in case of on-call shift of several days, or a remainder of less than twelve hours, the allowance will be on an hourly basis. On-call shifts do not apply during the Employee's working time - and therefore no entitlement to the compensation.
4. This Article applies to the Employee up to a particular job grade defined by the Employer in Section 3.

5. Labor, Health and Vitality

The Employer has an HR policy aimed at the sustainable employability of Employees.

5.1. Vitality Budget

1. A Full-time Employee is entitled to a vitality budget for a maximum amount of USD 850 per Calendar Year. The vitality budget is intended as an allowance for expenses incurred by the Employee for items that contribute positively to the Employee's vitality.
2. The Vitality Budget can be used for costs such as those arising from dental treatment, glasses (and lenses), health management (sports subscription, massage), financial coach, childcare, etc. The costs intended for the Vitality Budget are those that are not or not fully reimbursed on the basis of the claims package under the BES Healthcare Insurance Decree and the regulations covered by it.
3. The Employee must apply for the reimbursement referred to here and provide the

account(s) showing payment of the reimbursable expenses with their application. The Employer's HR policies will specify the purpose and use of the Vitality Budget.

4. For dental, vision (glasses, lenses) and childcare reimbursements, the Vitality Budget can also be used for claims by Family Members who are part of the Employee's household as defined under definitions art. 1 sub c.
5. Part-time workers and/or Employees who have not worked a full Calendar Year will receive a pro-rata budget. A modified arrangement applies to on-call employees, which is specified in HR policy.

5.2. Incapacity for Work

1. In the event of Incapacity for Work, the Employee must report this in accordance with the requirements of the sick-leave regulation adopted by the Employer and comply with this regulation in all other respects during the period of illness.
2. The Employer may engage the assistance of an occupational physician/health and safety service during the period of illness or as a result of multiple consecutive periods of illness. The Employee shall cooperate with the engagement of such physician/service.
3. Section 3 contains the further provisions applicable for each Employer.

5.3. Wage continuation and sick pay in case of Incapacity for work

1. Section 3 lists the applicable provisions for each Employer.
2. By January 1, 2025, a harmonized regime will be in place that will replace the provisions contained in Section 3. This regulation will be part of the full package of harmonization measures, which will be introduced in stages.

5.4. Other entitlements during the Incapacity for Work

The entitlement to vacation leave remains in place during Incapacity for Work, unless the Employee fails to comply with the sick-leave regulation or has not worked for more than six (6) months in the past year due to Incapacity for Work. The same applies with respect to the entitlement to vacation allowance and year-end bonus. The entitlements are calculated pro rata in the event of more than six (6) months of Incapacity for Work.

5.5. Specific provisions for Pregnancy and childbirth and age

5.5.1. Pregnant Employee and Breastfeeding Employee

1. A pregnant Employee after the twentieth Week of pregnancy shall not be assigned a shift between 11:00 p.m. and 6:00 a.m. unless the Employee does not object.
2. Overtime by the pregnant Employee after the twelfth Week of pregnancy should be avoided where possible, unless the Employee agrees in writing to work Overtime.

3. The Employer shall provide a space where the Employee who is breastfeeding in the first nine months after childbirth can express milk at rest, which is in accordance with Chapter 3A Article 17c (right to leave for feeding and expressing milk) of the BES 2000 Labor Act.

5.5.2. Generation regulation

1. The Employer will hold an annual interview with Employees aged 55 and older when the subjects of work pressure, taxability, limitations and needs and wishes under sustainable employability will be discussed. The procedure of this interview and how its worked out is part of the Employer's HR policy. The use of the Ladder of Customization as included in Annex 5 is part of this.
2. Employees 57 years of age and older shall not be assigned a shift between 11:00 p.m. and 6:00 a.m. unless the Employee does not object.

5.5.3. Adjustment of Working Hours or job content before the retirement date

Two years before the Employee reaches his retirement age, the Employee may be eligible for adjustment to the working hours or job content with retention of salary. The eligibility of the Employee will be assessed through an examination conducted by the Employer's company doctor. The objective is to keep the Employee employable until retirement age. This is specified in the HR policy.

5.6. Confidential Advisor

The Employer shall ensure that a certified confidential advisor is available as a point of contact for the Employee who mentions that he is dealing with undesirable behavior or suspects a violation of integrity. This will be further specified in the Employer's HR policy.

5.7. Death benefit

Upon the death of an Employee, the Employer shall pay an amount equal to three gross monthly Salaries to the Relationship Partner and if there is no such person, to the minor Children of the Employee or, if there are no such persons, the person who was largely supported by the Employee in living expenses. Further to this, the Salary shall be paid up to and including the date of death.

6. Training and Development

The Employer provides personal development opportunities. The implementation rules are set out for each Employer in Section 3.

6.1. Training budget

The Employer has a (strategic) training plan, which includes arrangements aimed at the training and (further) education of Employees. The Employer will draw up an annual budget for the implementation of this plan. The budget of the Employer for this plan amounts to at least 2% of the wage bill of the organization per Calendar Year. This budget will cover all costs of training and education.

6.2. Reserved for Study Facilities (effective January 1, 2025)

7. Facilities

7.1. Business trips

1. Section 3 includes provisions for each Employer regarding reimbursements for business trips made on behalf of the Employer.
2. A business trip is defined as occasional travel and lodging at the instruction of the Employer for his work, other than for the purpose of assisting a Care Recipient.
3. In the event the Employee supervises a Care Recipient, the applicable ZJCN fee schedule will be applied.

7.2. Relocation costs and settlement costs

1. Upon hiring, the Employer will provide an Employee, who does not reside on the island where the Employer is located, with an allowance for moving expenses. This includes the one-time cost of airfare (on a one-way, economy-class basis) for the Employee and his Family members moving with him. Section 3 specifies provisions for each Employer regarding this allowance.
2. Should employment terminate early, a portion of the expenses provided for or reimbursed by the Employer will be paid by the Employee to the Employer. Any amount due will be prorated based on the actual term of the employment compared to the original term. The Employer may offset the amount to be repaid to the extent not yet paid at that time against the last salary payment.

7.3. Mandatory clothing and footwear

1. Depending on the position, the Employee may be required to wear the clothing and/or shoes made mandatory by the Employer while performing his/her duties.
2. In case of a position where the Employer determines the clothing, the Employer shall provide a number of uniforms and a number of pairs of shoes upon employment. The quantity is determined by the Employer in Section 3. Subsequently, the Employer will periodically provide the Employee with new uniforms and shoes.
3. The provided uniforms and shoes remain the property of the Employer. The Employee must thereby use the provided clothing and shoes as a diligent user.
4. If the job does not involve a position where the Employer determines the clothing, the Employee is still required to be neatly dressed and shod while performing his duties in accordance with the requirements of the job.
5. The Employer shall, where necessary, establish further rules in a regulation with respect to clothing and personal care, which the Employee must comply with.
6. Section 3 sets forth further provisions by the Employer where applicable.

8. Vacation and leave

8.1. Vacation Days

1. An Employee with full-time employment is entitled to 25 vacation days per full calendar year worked with pay.
2. Employees who commenced employment prior to January 1, 2024, and had accrued an entitlement of more than 25 days per full calendar year worked (for full-time employment), shall retain the number of days to which they were entitled on December 31, 2023.
3. The Employer shall take the Employee's wishes into account as much as possible when determining vacation days. If the Employer's business interests so require, the Employer may refuse the Employee taking vacation days and/or require the Employee to take vacation days on a mandatory basis.
4. Section 3 sets forth further provisions by Employer.

8.1.1. Accrual of vacation days

1. If the Employee has been employed for less than one year or is a Part-Time Worker, the entitlement to vacation days per Calendar Year shall be prorated.
2. Section 3 includes further provisions by the Employer.

8.1.2. Incapacity for Work during vacation

If the Employee falls ill upon commencement or during vacation leave, the Employee must observe the applicable absenteeism regulation. The period of illness will in that case basically not be regarded as vacation, provided the illness has limited or interfered with the Employee's vacation enjoyment and the Employee has timely and properly reported the illness to the Employer and has otherwise complied with the absenteeism regulation.

8.1.3. Change of vacation period

The Employer may postpone or revoke a vacation, with regard to which the effective time has already been determined or which has already commenced, only if justified for business purposes. In that case, the new time period for vacation shall be determined by mutual agreement between the Employee and the Employer.

8.2. Leave general

Paid special leave will be granted to an Employee if he is able to provide the required evidence to the Employer in a timely manner and meets the requirements for such special leave. Special leave can moreover only be granted if the Employee personally attends the events and/or the related situation and fulfills any required formalities. This leave cannot be granted at any other time.

8.2.1. Maternity and childbirth leave

1. When pregnant and giving birth, the Employee is entitled to up to six weeks of Paid Maternity Leave and (at least) ten weeks of Paid Maternity Leave. This therefore totals to (at least) sixteen weeks of Paid Leave.
2. If the Employee wishes to take the maternity leave on a staggered basis or take Unpaid Leave after the expiration of a continuous maternity leave, the various options will be mutually agreed upon. Unpaid leave subsequent to maternity leave is limited to a maximum of four weeks.

8.3. Other Cases of Paid Leave

1. For the events listed below, the Employer grants the Employee Paid Special Leave on the day the event occurs or takes place as follows.
 1. Baptism, First Holy Communion and Holy Confirmation of the Employee's Child: the day on which the event occurs; 1 day
 2. On the day the Employee gets married; 1 day
 3. On the day of the Employee's marriage: the day of the marriage and 2 days beforehand; 3 days
 4. Death of parents or foster parents of the Employee and/or parent or foster parents of spouse or Relationship Partner and/or death of brother(s) or sister(s) of the Employee: the day of death and the day of burial; 2 days

5. Death of grandparents, uncles and aunts who may be considered blood relatives in the second and third degree of the Employee, spouse or Relationship Partner: the day of death or the day of the burial; 1 day
6. Childbirth of Spouse or Relationship Partner: the day of childbirth itself and the four days subsequently; 5 days
7. 12.5, 25, 35, 40-years' employment anniversary: the day on which the employment anniversary is reached; 1 day
8. Exercising the right to vote: on the day of voting - between 8 a.m. and 7 p.m. - up to 4 consecutive working hours, unless the Employee has four consecutive working hours off for other reasons during the hours when voting can be performed.
9. For relocation (maximum 1 time per 12 consecutive months) day of the relocation and the day after the relocation; 2 days

2. For the purposes of the above, Part-time Workers are basically entitled to leave in proportion to their Working Hours (hours).
3. Section 3 lists any additional days for each Employer to which leave applies.

8.4. Requesting leave

- a. Employees shall request leave as timely as possible.
- b. Once leave has been granted, the relevance of care provision and/or the business interest may compel leave to commence at a date or time differing from the date or time provided for the leave.

8.5. Other leave options

- a. By mutual agreement and to a limited extent, paid leave may be granted for participation in committees or organizations with a social function, for example a complaints committee, a union or an organization dealing with preventive health care, for occasional activities that take place during working hours. Should the Employee receive a fee for the position he holds, the Employee will notify the Employer at the time of the leave request.
- b. The Employer grants emergency leave for exceptional cases. This means that the Employee may be granted immediate time off from duty upon authorization if the Employee must take immediate action at home or elsewhere due to an emergency.
- c. Also in cases other than those mentioned above, the Employer may, upon application by the Employee and consultation, grant the Employee Paid or Unpaid Leave.

9. Disciplinary measures and suspension

9.1. Disciplinary measures

1. The Employer may take disciplinary measures if, for example, the Employee is responsible for negligence of the work assigned to him, does not/not properly comply or carry out the instructions given by the Employer, or in case the Employee does not/not properly comply or carry out any (other) obligation. The disciplinary measures are laid down for each Employer in Section 3. Depending on the violation, the Employer will be able to select any of these measures.
2. The Employer is authorized to deny the Employee access to the Employer's premises during the period of suspension.
3. The imposition of any disciplinary penalty may be subject to legal action by the Employee.

9.2. Suspension

1. The Employer may proceed to suspend the Employee for good cause. This may take place if the Employer believes that the progress of the work is seriously impeded for any reason. Suspension may also take place if dismissal proceedings have been initiated or dissolution of the employment agreement has been requested from the court.
2. The non-suspension continues up to six weeks and may be extended by the Employer for another six weeks, except when the non-suspension is related to the intention of a termination of employment.
3. During any suspension, the Salary shall continue to be paid and the Employee shall retain his rights.

10. Pension

1. If the Employee is covered by the pension plan of Pensioenfonds Caribisch Nederland (PCN) ⁽⁷⁾, the rights and obligations of the Employer and the Employee and the other terms and conditions are laid down in the pension regulations drawn up by PCN.
2. The provisions of the policy conditions are laid down in the pension regulations. These regulations, once established, are provided to each member.

[7] For more information about this fund, the pension regulations and the pension administrator also refer to www.pensioenfondscn.com.



Section 3
**Organization
section**

3. Section 3: Organization section

This section contains provisions which apply between the Employer and the Employee and which are supplemental to the provisions contained in Section 1 and in particular Section 2. The same section layout as the one in Section 2 as been applied. For some articles space is reserved for possible future provisions.

A. Saba Cares
B. St. Eustatius Health Care Foundation, St. Eustatius Auxiliary Home Foundation
C. Fundashon Mariadal
D. Mental Health Caribbean



A. Saba Cares Foundation

A - 1.

Definitions

- a. Direct manager
An Employee who is deemed to lead a group of Employees, a department and/or part of the organization. The Employer determines who does or does not qualify as a direct manager, which will mainly be based on the job description.
- b. Moved shift
A moved shift occurs if a number of consecutive hours on which the Employee would have to work according to the schedule is moved to any other time on which the Employee would not have to work according to the schedule, in accordance with Article 10.1. 0 Moved shifts.

A - 2.

Regulation regarding the employment contract

A - 2.1.

Working Hours

- 1. The provisions regarding Working Hours are applied in compliance with the 2000 BES Labor Law.
- 2. The standard allocation of Working Hours shall be arranged by the Employer in consultation with the Union.
- 3. For the Employee-Non-Schedule Worker, the Working Hours are preferably between 7:00 am and 6:00 pm on Mondays through Fridays.
- 4. For the Employee-Schedule Worker:
 - a. the Working Hours are established in accordance with a schedule;
 - b. the Working Hours may entirely or partly be covered by the Rest Hours of the Employee-Non-Schedule Worker;
 - c. the Working Hours are set in a schedule for the duration of 1 month.
 - d. the Employee shall be notified of this schedule at least 10 days in advance.
- 5. Shifts which include all or part of the hours between 7:00 pm and 7:00 am may be assigned only to Employees who are 18 years of age and older.
- 6. The services are as much as possible performed consecutively.

A - 2.2.

Schedule-free days / Rest day / free weekends

- 1. The Employee-Schedule Worker shall receive 1 Rest Day and 1 free part of the day before or after 1:00 pm for each consecutive seven-day period as referred to in Article 9, paragraph 2 under c of the 2000 BES Labor Law. In any event, the Employee shall receive one free weekend per month.
- 2. If, solely in the case of change of shift, the periods of time off shift referred to in the definitions cannot be met, this may be deviated from no more than twice in a 28-day period.

3. Changes to the Employee's existing normal schedule -not resulting from force majeure- will be communicated to the Employee at least 24 hours before such changes take effect.

A - 2.3. Moved shifts

1. If, due to exceptional circumstances and incidentally, the interest of the shift so requires, the Employer, having heard the Employee, may:
 - a. deviate from the provisions of article A - 2.1 paragraph 4;
 - b. deviate from the provisions of article A - 2.1 paragraph 1;
 - c. make changes to an already established schedule.
2. If the Employer applies the provisions of paragraph 1 and modifies a schedule that was already established, the Employee shall receive compensation if he has already incurred expenses in respect of leisure activities.
3. If the Employer applies the provisions of paragraph 1 and, as a result, a shift is moved in a fixed schedule within 24 hours after the Employee has been notified, the Employee will - without prejudice to the provisions of paragraph 2 of this article - receive, in addition to the Hourly Wage for the hours of that moved shift, only an allowance as referred to in article 4.13 section 2.

A - 2.4. Transfer

Transfer of duty takes place within working hours.

A - 2.5. Breaks

1. If the shift permits, two coffee and tea breaks will be provided within each daily work period, i.e. once every morning, afternoon, evening or night.
2. Coffee and tea breaks of less than 15 minutes are considered working time. The time of coffee/tea breaks as well as lunch breaks cannot be saved as free time.

A - 2.6. End of the employment contract

1. The employment contract ends:
 - a. by mutual agreement on the agreed date;
 - b. by operation of law by the expiration of the term or by termination of the work for which the agreement was entered into;
 - c. in the case of an agreement for a definite or indefinite period by notice of termination in compliance with the law and the provisions of article A - 2.7;
 - d. by termination for a compelling reason as referred to in Book 7A, Section 1615p and q BES Civil Code;
 - e. by dissolution by the court pursuant to Book 7A, Section 1615 w BES Civil Code;

- f. by immediate termination during the probationary period as referred to in Book 7A, Section 1615n (1) BES Civil Code;
- g. by operation of law when the Employee dies;
- h. in case of failure to obtain a work and residence permit or a positive Certificate of Conduct;
- i. in case of two years of Incapacity for Work, by termination in compliance with the law and the provisions of Article A - 2.7.

A - 2.7. Termination

1. A fixed-term employment contract can only be terminated if the possibility of interim termination has been agreed upon.
2. The statutory notice periods apply in the event of termination of the employment contract, unless other notice periods have been expressly agreed upon or result from this Article. With respect to termination of an employment of an Employee over the age of 45, the Employer will add one week per year of employment to the statutory notice period up to a maximum of 13 weeks.
3. Termination of the employment contract must be done in writing.
4. If the Employee changes his mind after terminating his employment and notifies the Employer within 48 hours, his cancellation will be nullified.
5. Resignation will be effective from the first day of a calendar month, subject to differing provisions.
6. The Employer may only terminate the employment contract pursuant to Incapacity for Work after the Incapacity for Work has continued for two years.
7. If the permission referred to in Section 4 of the BES Termination of Employment Contracts Act or the assessment referred to in Section 5 of the aforementioned Act, respectively, is given, the notice period to be observed by the Employer shall be shortened by the period referred to in Section 4 and Section 5 of this Act, on the understanding that the remaining notice period shall be at least one Week.

A - 3. Mutual Obligations

A - 3.1. Medical examination for the prospective Employee

1. The Employer shall determine whether a prospective Employee must submit a medical certificate showing fitness for the position to be filled before an employment contract is entered into.
2. The physician, who may be appointed by the Employer, must not be an Employee of the Employer and preferably should not be the family physician or a blood or relative (up to the fourth degree) of the prospective Employee.
3. The records of this examination shall remain the responsibility of the physician. The prospective Employee has the right to inspect the physician's statement before the physician sends the statement to the Employer.

4. The costs associated with this examination shall be borne by the Employer.
5. When a psychological examination precedes appointment, it shall be conducted by a licensed psychologist.

A - 3.2. Certificate of Conduct

The Employer is entitled to request a Certificate of Conduct before an Employee is employed. If the Employee is employed pending the results of the examination, a negative result will result in the immediate termination of the employment.

A - 3.3. Medical examination

1. The Employer may require the Employee to undergo a medical examination and/or check-up as often as reasonably deemed necessary if this is intended to have a preventive effect with regard to the health situation within the Employer's organization or in case of long-term - more than 6 weeks - and/or repeated Incapacity for Work and/or another reason for a medical examination and/or check-up.
2. The Employer is required to vaccinate eligible Employees in accordance with the guidelines of the Health, Environment and Hygiene Inspectorate.

A - 3.4. Employer Obligations

1. The Employer is required to communicate the policy on health-care ethics issues to the extent necessary for Employee job performance.
2. The Employer shall provide the Employee, any required facilities for staff, tools and spatial facilities.
3. If proved necessary to both of them, the Parties will jointly examine the possibilities regarding (extracurricular) childcare for the benefit of the Employees.

A - 3.5. Compensation for material damage

1. The Employer shall arrange insurance to cover damage (through no fault of its own) sustained by the Employee to the Employee's own car in the event of a call during the assigned on-call shift.
2. Reserved. The Employer and the Union agree to establish a regulation providing for transportation or compensation for Employees who work in on-call shifts. The regulation shall be established by April 1, 2024 and shall be retroactively effective from January 1, 2024.

A - 3.6. Certificate

If so requested by the Employee, the Employer shall provide the Employee with a certificate at the end of employment. This will state the period of employment and the position most recently held. If so requested by the Employee, the certificate will also include an outline of the career and the performance of the position(s).

A - 4. Job, salary, payment and allowances

A - 4.1. Payment of the Salary

The Employee must have received his Salary no later than on the 25th of each calendar month with regard to his employment in the respective month.

A - 4.2. Grade increases

1. If warranted by the assessment, the Employee will be awarded a grade increase within the functional scale once per Calendar Year. The grade increase will be awarded for the first time after the Employee has been employed for at least 1 year.
2. Granting grades referred to in paragraph 1 is linked to a system of personnel assessment adopted by the Employer. The Employer may decide not to award a grade increase within the functional salary scale in any year if the Employer believes that the application of this system gives cause not to apply such grade increase.

A - 4.3. Year-end bonus

1. Employees who, as of December 15 of the current year, has been in full-time employment with the Employer for a full Calendar Year, shall be paid a gross end-of-year bonus. The payable gratuity shall be USD 1,750.
2. Part-Time Workers receive a year-end bonus in proportion to the hours worked.
3. The Employer will endeavor to make the payment no later than by the 10th of the month.

A - 4.4. Overtime

A - 4.4.1. Provisions of overtime and exempt Employees.

1. If the Overtime is performed incidentally during a period of fifteen minutes or less preceding or following the times of work established by schedule, this period shall not be eligible for compensation.
2. Minutes are rounded up to the half-hour mark for the determination of the duration of Overtime.

A - 4.4.2. Payment regulation for Employees with a full-day job

1. For Overtime worked, the Employee, who holds a position in job group 45 or below, will receive an Overtime bonus per hour, in addition to his regular Hourly Wage, in accordance with Article 4.13 in section 2.
2. For Overtime performed by an Employee holding a position in job group 50 up to and including the maximum wage limit in accordance with Labor Law, Overtime will be paid in time with due allowance for the Overtime pay according to Art.4.13 in Section 2.

A - 4.4.3. Payment regulation for Part-Time Workers

Part-Time Workers shall only be entitled to Overtime pay in accordance with Article 4.13 in Section 2, equal to the conditions applicable to a full-time Employee under the 2000 BES Labor Law.

A - 4.4.4. Maximum number of Overtime hours

The number of hours of Overtime may not exceed 20 hours on average per week, to be measured per quarter.

A - 4.5. Irregular shift

1. Irregular shift includes work performed by a Part-Time Worker at the hours specified in 4.15 Section 2 above the number of hours agreed upon in his employment contract, to the extent they do not exceed 40 hours.
2. In case an Employee who is not a Schedule Worker is asked to work a schedule shift in a department with schedule shifts, e.g., in case of staff shortage, the irregularity allowance regulation shall apply to the aforementioned Employee for hours worked in the schedule shift.
3. The allowance mentioned in art. 4.15 section 2, shall in no case be less than \$8 per schedule shift.

A - 4.6. On-call shift

The provisions regarding on-call shift described in Art. 4.16 Section 2, applies to Employees graded at FG 45 or below.

A - 4.6.1. Free weekends

1. In each period of 28 consecutive days, the Employee may be assigned to be on on-call duty for up to 14 days, provided that the Employee will be free from said duties for at least 1 weekend in said 28 days.
2. If required for the continuity of care provision, the Employer may deviate from the above. The Employer shall then attempt to come to a reasonable and fair compensation arrangement with said Employees.

A - 4.6.2. Payment for work during on-call shift

1. Part-Time Workers who perform work during on-call shift shall be paid in accordance with the provisions of Overtime (art. 4.13 section 2).
2. In case the Employee is called during on-call shift and responds to the call, the calculation of the compensation will be based on a period of at least half an hour.

A - 4.6.3. Minimum rest time after a call

If, during on-call shifts, work is performed for more than 2 hours during the hours between 00:00 a.m. and 6:00 a.m., or a call is answered more than twice, the Employee will not be deployed for any shift for the next night, unless he can have had at least 8 hours of rest following the last period in which he effectively performed work during the aforementioned hours. If the first subsequent shift starts within 12 hours after the last call, the Employee may, in the cases mentioned here, leave as soon as the shift permits.

A - 5. Labor, Health and Vitality

A - 5.1. Continued Payment of Wages for Incapacity for Work (This regulation is a transitional regulation valid until January 1, 2025; a new (harmonized) regulation will take effect on January 1, 2025)

1. The Employee shall be entitled to wages in the amount of 80% of the Salary from the third day of the Incapacity for Work and during the first twenty-four months of Incapacity for Work.
2. Notwithstanding paragraph 1, the Employee is entitled to 100% of the Salary during a period, consecutive or not, of two months of Incapacity for Work per calendar year, provided that, if the Employee is consecutively sick in a period falling within two (or more) calendar years, the Employee shall not regain such entitlement in a succeeding calendar year. The Employee is consequently entitled to 100% of the Salary only once during a consecutive period of illness during a two-month period of Incapacity.
3. During the Incapacity for Work, the Employee retains the right to vacation pay, based on the payment applicable at such time.
4. Wages, or an advance on wages, shall not be payable by the Employer when cases occur on the basis of which, according to statutory health and accident insurance, the entitlements granted to the Employee do not exist or have been lost, as, for example, in the following cases:
 - a. if the illness or accident is due to the Employee's willful misconduct, gross misconduct, drug use or intoxication;
 - b. if the Employee has acted or failed to act in violation of regulations applicable to him;
 - c. if upon commencing employment, the Employee has provided inaccurate or incomplete information regarding his state of health to the extent that it relates to the Incapacity for Work in question.

5. If during the Incapacity for Work the Employee is entitled to any monetary compensation or benefit as referred to in Book 7A, Section 1614c, subsection 2 of the BES Civil Code, the salary under paragraph 1 of this article will be reduced by the amount of such compensation or benefit. The Employee shall undertake in respect of the Employer to fully cooperate to obtaining such compensation or benefit and to provide the Employer with all relevant information about such compensation and/or benefit.
6. A not 100% able-bodied Employee will, in the event of a vacancy, be given preference if an independent body, in consultation with the Union, determines that the employee is capable of performing work in a position currently available at the employer in the same manner as if the employee did not have a disability.
7. Remuneration will in that case be based on the CLA scale associated with such a position to be held. In any event, this provision shall lapse as soon as an Occupational Disability Insurance Act or a general Occupational Disability Act has taken effect.

A - 5.2. Accrual of vacation entitlements and Incapacity for Work

1. With respect to an Employee who has not performed his work due to Incapacity for Work, the vacation entitlement shall lapse if the Employee has not worked during that year due to illness or accident for a total of at least six months.
2. The provisions of paragraph 1 apply, also to partially disabled Employees.

A - 5.3. Establishment of a re-examination committee in case of rejection

1. If the Employer deems it desirable in the best interest of the foundation, including but not limited to the cases mentioned in the medical examination regulation, the Employer shall have the right to appoint a physician for an examination.
2. If declared unfit, the Employee has the right of appeal within 6 days to a re-examination committee to be formed for this purpose.
3. This re-examination committee shall be made up of 3 doctors, one of whom shall be appointed by the Employer and one by the Employee, and both of whom shall appoint a third.
4. The re-examination committee shall render a reasoned decision within 20 days after the appeal was filed by majority vote.
5. The ruling shall bind both the Employer and the Employee.
6. The cost of the examination shall be borne by the Employer.
7. The Employee who is declared unfit for work and meets the conditions set for Incapacity for Work in the pension regulation is entitled to the financial payment specified in a pension regulation without prejudice to the fact that such a payment may be reduced pursuant to Section 1614c(2) BES Civil Code.

A - 6. Training and Development

Reserved.

A - 7. Facilities

A - 7.1. Missions

The Employee receives an expense allowance for travel and lodging associated with making a business trip.

1. Travel expenses will be reimbursed on the basis of:
 - a. crossing charges, including airport taxes, based on economy-class tickets and;
 - b. cost of any required regular transportation at destination.
2. Lodging expenses will be reimbursed based on the required incurred expenses as follows:
 - a. the Employer will arrange for a hotel when staying overnight outside its own island (Saba or St. Eustatius);
 - b. the Employee receives a per diem allowance of USD 95.
3. The Employer may, in consultation with the Employee, make a different arrangement regarding an allowance for travel and accommodation expenses to be incurred.
4. When requested by the Employer, the Employee must provide the original invoices and/or receipts based on which the amount of the allowance can be determined.
5. The Employer reasonably determines the allowance for the expenses incurred.

A - 7.2. Cost of relocation and settlement

1. In addition to the provision defined in art. 7.2 section 2, the Employer shall grant a one-time allowance to the Employee for costs associated with the relocation and possibly for settlement as follows:
 - a. for employment up to one year, a one-time payment of USD 750;
 - b. for employment of at least one year, a choice between an allowance of up to USD 3,000 for shipping contents/home furnishings or a one-time payment of USD 2,000;
 - c. for employment of three years, the Employee will receive an advance of USD 6,500 to cover the cost of shipping contents/ household goods. The Employee must submit the relevant invoices within 6 months of commencement of employment to justify the advance given. If the actual costs exceed the advanced amount, the Employee will receive an allowance on the excess (up to a maximum of USD 2,000.00). The maximum allowance for which an Employee may be eligible is USD 8,500.
2. The Employer will provide initial housing for the Employee upon arrival from abroad for a period of up to two months. Consumption of electricity, water, etc. associated with the Employee's stay at this accommodation is at the expense of the Employee.

3. If and when the Employer has cars available, the Employee may, upon arrival from abroad and for a period not exceeding two months, use a car for that purpose at the expense of the Employer. Gasoline consumption associated with the use of the car is at the Employee's expense.
4. The Employer shall pay the compensation referred to in paragraphs 1 and 2 of this Article after the Employee has submitted copies of the relevant documentation and receipts to the Employer.

A - 7.3. Phone expense allowance

Where possible, the Employer shall provide a cellular phone or other means of communication to the Employee who is working an on-call or itinerant shift. It will not be used by the Employee for any other purpose. If it is not possible to provide a cell phone or other means of communication, the Employer will bear the reasonable cost of acquisition by the Employee of a cell phone. In that case, the phone shall be the property of the Employer and must be returned upon leaving employment.

A - 7.4. Mandatory clothing and footwear

1. For this purpose, mandatory clothing means, depending on the Employee's type of job, uniform clothing and/or specific clothing to promote safety and comfort.
2. Upon employment and subsequently annually, the Employer shall provide five uniforms and two pairs of shoes.
3. When the Employer provides the clothing, the Employee is responsible for the proper use of the prescribed clothing.
4. The Employer aims at minimizing the tax effects on the Employee with regard to the provision of the clothing.
5. The Employer shall, in consultation with the Union, establish further written rules with respect to the mandatory clothing in regulations, which are to be observed by the Employee.
6. The Employee shall be required to be neatly dressed and shod while performing his duties in accordance with the requirements of the job.
7. In consultation with the Union, the Employer may make different arrangements for Employee(s) with regard to the mandatory clothing. Such arrangement will, in that case be made instead of the provisions in this implementation regulation. If no agreement is reached, this implementation regulation will continue to apply.

A - 8. Vacation and leave

A - 8.1. Vacation Days

1. Vacation days and forfeiture of vacation rights shall be governed by the provisions of the statutory vacation regulation where not deviated from in this agreement.
2. The period, during which vacations are to be taken, will be determined in consultation between the Employee and the Employer. With respect to granting vacations by the Employer, the interests of the Employee will be taken into account as much as possible.
3. Holidays, Sundays and Saturdays, or the days that replace them, are not considered working days for the purposes of this regulation.
4. Further implementation rules regarding vacation days are set forth in the HR policy.

A - 8.1.1. Taking vacation days

1. Vacation must be taken in the Calendar Year in which the entitlement was created. Vacation not taken on account of the organization shall be granted in the following Calendar Year.
2. Vacation days may be carried over and taken in the Calendar Year following the year in which the entitlement was created without the Employer's prior written approval as long as the number of vacation days in a Calendar Year does not exceed the maximum of 33. A maximum of 8 days may be carried over to a subsequent year.
3. Exceptions are permitted with the Employer's prior written approval.

A - 8.1.2. Time of taking and distribution of vacation days

1. Vacation will be granted in accordance with the Employee's wishes (uninterrupted if desired by the Employee), unless the interests of the department or service to which the Employee concerned is assigned are opposed to it. If the vacation is granted with interruptions, at least 10 consecutive working days will be granted if so requested by the Employee, or 15 consecutive working days may be granted at another time - to be determined by the Employer in consultation with the Employee. In any event, the Employee is entitled to take a maximum of 6 days as days off, which must be requested from the immediate supervisor at least 48 hours in advance.
2. The parties intend to have the taking of vacation days proceed in an organized manner, to be achieved, among other things, by drawing up vacation schedules for the entire Calendar Year, in the month of January of each year. If this does not take place, the Employee must comply with the vacation schedule issued by the management.
3. In case of pregnancy, vacation balance will be taken preferably, after the end of the maternity leave.

A - 8.1.3. Calls for work and vacations

1. The Employer shall establish a vacation policy for the situation when an Employee is called for work prior to an assigned vacation or during a vacation. This policy shall provide that for such situations, the Employee shall be called 3 or 5 days in advance.
2. Any loss incurred by the Employee due to the change to the vacation period according to Section 2 art. 8.1.3 shall be compensated by the Employer.

A - 8.2. Leave - General

Children residing in the Employee's household, for whom an adoption application has been filed, shall be considered the Employee's Child for purposes of this implementation regulation.

A - 8.2.1. Cases of Paid Special Leave

1. In addition to the days stated in art. 8.3 of Section 2, the Employer shall provide the Employee with Paid Special Leave for the events listed below as follows:
 - a. Marriage of parents, children, siblings - day of marriage; 1 day
 - b. Marriage of brother-in-law and sister-in-law; day of marriage; 1 day
 - c. An Employee's child's graduation ceremony: the day on which this event occurs. Per Calendar Year, an Employee may request a maximum of 1 leave day due to this event; 1 day / Calendar year
 - d. Death of Spouse or Relationship Partner and Children: the day of death up to and including the day of burial or cremation; 6 days
 - e. Death as referred to above in paragraph d, e, or j of this article in case of death outside the island where the Employee resides: 1 additional day for travel
 - f. Employee's 12.5, 24 and 35-year wedding anniversary: the day on which the wedding anniversary is celebrated; 1 day
 - g. 25th, 40th and 50th wedding anniversary of parents and grandparents: the day on which the wedding party is celebrated; 1 day
 - h. Illness of the Employee 's child aged up to 12 years whereby a visit to a physician is required; Max 3 days per Calendar Year
 - i. Serious illness of parents, spouse or Relationship Partner and Children, including abroad: the specified days, which must be related and required for care due to illness; Max. 15 days per Calendar Year

A - 8.2.2. Assistance to Care Recipients

Unpaid leave of up to 5 days can be taken for voluntarily accompanying care recipients during transportation abroad, if the schedule permits. The Employee must request permission in advance. Travel and accommodation expenses shall be borne by the Employee.

A - 9. Disciplinary measures and suspension

A - 9.1. Disciplinary measures

1. Without prejudice to the powers conferred upon the Employer by law, the Employer shall have the right to take any of the disciplinary measures specified in this Article against the Employee who is responsible for negligence in the duties assigned to him, failing to comply with an instruction given by the Employer or failing to fulfill an obligation incumbent upon him pursuant to this Collective Labor Agreement and/or his position:
 - a. verbal warning, followed by written confirmation;
 - b. written warning;
 - c. suspension without retention of Salary;
 - d. dismissal.
2. The Employer may suspend the Employee without pay for up to 5 working days, which period may be extended once by up to 3 working days if warranted, which is at the Employer's discretion.
3. The suspension shall be promptly communicated or confirmed to the Employee stating reasons and in writing. The address most recently provided by the Employee shall be deemed to be his address.
4. The Employee will be given the opportunity to answer for the situation to the Employer within four days after the date of the letter (not including Saturdays, Sundays and Public Holidays). He may be assisted by a counsel.
5. In the event that the Employee appears to have been manifestly wrongfully suspended by the Employer, the Employer will, at the Employee's request, rehabilitate the Employee in writing and compensate him for demonstrable damages.
6. Dismissal by way of disciplinary action can only take place in compliance with the statutory provisions.

A - 9.2. Suspension

1. The decision to suspend as well as the decision to extend suspension shall be communicated in writing to the Employee by the Employer as soon as possible, stating the reasons why such action is required.
2. During the period of suspension, the Employer is required to promote the Employee's ability to resume work.
3. After expiration of the period of suspension, the Employee shall be entitled to resume work.
4. Suspension cannot be used as a punitive measure.

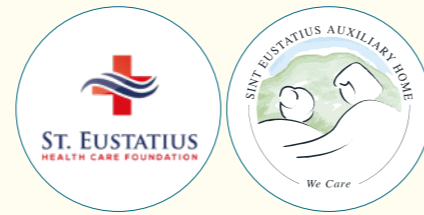
A - 10. Pension
Reserved.

A - 11. Union facilities

A - 11.1. Employer contribution

Annually, the Employer shall provide an amount to the Union to support and accomplish further professionalization of the Union and to meet expenses incurred with respect to the CLA. The Employer's contribution is USD 20 per year per employed Employee, regardless of whether or not the Employee is a member of the Union.

**B. St. Eustatius Health Care Foundation,
St. Eustatius Auxiliary Home Foundation**



B - 1. Definitions

- a. Direct manager
An Employee who is deemed to lead a group of Employees, a department and/or part of the organization. The Employer determines who does or does not qualify as a direct manager, which will mainly be based on the job description.
- b. Moved shift
A moved shift occurs if a number of consecutive hours on which the Employee would have to work according to the schedule is moved to any other time on which the Employee would not have to work according to the schedule, in accordance with Article 10.1. 0 Moved shifts.

B - 2. Regulation regarding the employment contract

B - 2.1. Working Hours

1. The provisions regarding Working Hours are applied in compliance with the 2000 BES Labor Law.
2. The standard allocation of Working Hours shall be arranged by the Employer in consultation with the Union.
3. For the Employee-Non-Schedule Worker, the Working Hours are preferably between 7:00 am and 6:00 pm on Mondays through Fridays.
4. For the Employee-Schedule Worker:
 - a. the Working Hours are established in accordance with a schedule;
 - b. the Working Hours may entirely or partly be covered by the Rest Hours of the Employee-Non-Schedule Worker;
 - c. the Working Hours are set in a schedule for the duration of 1 month.
 - d. the Employee shall be notified of this schedule at least 10 days in advance.
5. Shifts which include all or part of the hours between 7:00 pm and 7:00 am may be assigned only to Employees who are 18 years of age and older.
6. The services are as much as possible performed consecutively.

B - 2.2. Schedule-free days / Rest day / free weekends

1. The Employee-Schedule Worker shall receive 1 Rest Day and 1 free part of the day before or after 1:00 pm for each consecutive seven-day period as referred to in Article 9, paragraph 2 under c of the 2000 BES Labor Law. In any event, the Employee shall receive one free weekend per month.

2. If, solely in the case of change of duty, the periods of time off duty referred to in the definitions cannot be met, this may be deviated from no more than twice in a 28-day period.
3. Changes to the Employee's existing normal schedule -not resulting from force majeure- will be communicated to the Employee at least 24 hours before such changes take effect.

B - 2.3. Moved shifts

1. If, due to exceptional circumstances and incidentally, the interest of the shift so requires, the Employer, having heard the Employee, may:
 - e. deviate from the provisions of article A - 2.1 paragraph 4;
 - f. deviate from the provisions of article A - 2.1 paragraph 1;
 - g. make changes to an already established schedule.
2. If the Employer applies the provisions of paragraph 1 and modifies a schedule that was already established, the Employee shall receive compensation if he has already incurred expenses in respect of leisure activities.
3. If the Employer applies the provisions of paragraph 1 and, as a result, a shift is moved in a fixed schedule within 24 hours after the Employee has been notified, the Employee will - without prejudice to the provisions of paragraph 2 of this article - receive, in addition to the Hourly Wage for the hours of that moved shift, only an allowance as referred to in article 4.13 section 2.

B - 2.4. Transfer

Transfer of duty takes place within working hours.

B - 2.5. Breaks

1. If the shift permits, two coffee and tea breaks will be provided within each daily work period, i.e. once every morning, afternoon, evening or night.
2. Coffee and tea breaks of less than 15 minutes are considered working time. The time of coffee/tea breaks as well as lunch breaks cannot be saved as free time.

B - 2.6. End of employment contract

1. The employment contract ends:
 - a. by mutual agreement on the agreed date;
 - b. by operation of law by the expiration of the term or by termination of the work for which the agreement was entered into;
 - c. in the case of an agreement for a definite or indefinite period by notice of termination in compliance with the law and the provisions of article A - 2.7;
 - d. by termination for a compelling reason as referred to in Book 7A, Section 1615p and q BES Civil Code;

- e. by dissolution by the court pursuant to Book 7A, Section 1615 w BES Civil Code;
- f. by immediate termination during the probationary period as referred to in Book 7A, Section 1615n (1) BES Civil Code;
- g. by operation of law when the Employee dies;
- h. in case of failure to obtain a work and residence permit or a positive Certificate of Conduct;
- i. in case of two years of Incapacity for Work, by termination in compliance with the law and the provisions of Article A - 2.7.

B - 2.7. Termination

1. A fixed-term employment contract can only be terminated if the possibility of interim termination has been agreed upon.
2. The statutory notice periods apply in the event of termination of the employment contract, unless other notice periods have been expressly agreed upon or result from this Article. With respect to termination of an employment of an Employee over the age of 45, the Employer will add one week per year of employment to the statutory notice period up to a maximum of 13 weeks.
3. Termination of the employment contract must be done in writing.
4. If the Employee changes his mind after terminating his employment and notifies the Employer within 48 hours, his cancellation will be nullified.
5. Resignation will be effective from the first day of a calendar month, subject to differing provisions.
6. The Employer may only terminate the employment contract pursuant to Incapacity for Work after the Incapacity for Work has continued for two years.
7. If the permission referred to in Section 4 of the BES Termination of Employment Contracts Act or the assessment referred to in Section 5 of the aforementioned Act, respectively, is given, the notice period to be observed by the Employer shall be shortened by the period referred to in Section 4 and Section 5 of this Act, on the understanding that the remaining notice period shall be at least one Week.

B - 3. Mutual Obligations

B - 3.1. Medical examination for the prospective Employee

1. The Employer shall determine whether a prospective Employee must submit a medical certificate showing fitness for the position to be filled before an employment contract is entered into.
2. The physician, who may be appointed by the Employer, must not be an Employee of the Employer and preferably should not be the family physician or a blood or relative (up to the fourth degree) of the prospective Employee.

3. The records of this examination shall remain the responsibility of the physician. The prospective Employee has the right to inspect the physician's statement before the physician sends the statement to the Employer.
4. The costs associated with this examination shall be borne by the Employer.
5. When a psychological examination precedes appointment, it shall be conducted by a licensed psychologist.

B - 3.2. Certificate of Conduct

The Employer is entitled to request a Certificate of Conduct before an Employee is employed. If the Employee is employed pending the results of the examination, a negative result will result in the immediate termination of the employment.

B - 3.3. Medical examination

1. The Employer may require the Employee to undergo a medical examination and/or check-up as often as reasonably deemed necessary if this is intended to have a preventive effect with regard to the health situation within the Employer's organization or in case of long-term - more than 6 weeks - and/or repeated Incapacity for Work and/or another reason for a medical examination and/or check-up.
2. The Employer is required to vaccinate eligible Employees in accordance with the guidelines of the Health, Environment and Hygiene Inspectorate.

B - 3.4. Employer Obligations

1. The Employer is required to communicate the policy on health-care ethics issues to the extent necessary for Employee job performance.
2. The Employer shall provide the Employee, any required facilities for staff, tools and spatial facilities.
3. If proved necessary to both of them, the Parties will jointly examine the possibilities regarding (extracurricular) childcare for the benefit of the Employees.

B - 3.5. Compensation for material damage

1. The Employer shall provide insurance to cover damage (through no fault of its own) sustained by the Employee to the Employee's own car in the event of a call during the assigned on-call shift.
2. Reserved. The Employer and the Union agree to establish a regulation providing for transportation or compensation for Employees who work on-call shifts. The regulation shall be established by April 1, 2024 and shall be retroactively effective from January 1, 2024.

B - 3.6. Certificate

If so requested by the Employee, the Employer shall provide the Employee with a certificate at the end of employment. This will state the period of employment and the position most recently held. If so requested by the Employee, the certificate will also include an outline of the career and the performance of the position(s).

B - 4. Job, salary, payment and allowances**B - 4.1. Payment of the Salary**

The Employee must have received his Salary no later than on the 25th of each calendar month with regard to his employment in the respective month.

B - 4.2. Grade increases

1. If warranted by the assessment, the Employee will be awarded a grade increase within the functional scale once per Calendar Year. The grade increase will be awarded for the first time after the Employee has been employed for at least 1 year.
2. Granting grades referred to in paragraph 1 is linked to a system of personnel assessment adopted by the Employer. The Employer may decide not to award a grade increase within the functional salary scale in any year if the Employer believes that the application of this system gives cause not to apply such grade increase.

B - 4.3. Year-end bonus

1. Employees who, as of December 15 of the current year, has been in full-time employment with the Employer for a full Calendar Year, shall be paid a gross end-of-year bonus . The payable gratuity shall be USD 1,750
2. Part-Time Workers receive a year-end bonus in proportion to the hours worked.
3. The Employer will endeavor to make the payment no later than by the 10th of the month.

B - 4.4. Overtime**B - 4.4.1. Provisions of overtime and exempt Employees.**

1. If the Overtime is performed incidentally during a period of fifteen minutes or less preceding or following the work time established by schedule, this period shall not be eligible for compensation.
2. Minutes are rounded up to the half-hour mark for the determination of the duration of Overtime.

B - 4.4.2. Payment regulation for Employee with full day job

1. For Overtime worked, the Employee, who holds a position in job group 45 or below, will receive an Overtime bonus per hour, in addition to his regular Hourly Wage, in accordance with Article 4.13 in section 2.
2. For Overtime performed by an Employee holding a position in job group 50 up to and including the maximum wage limit in accordance with labor law, Overtime will be paid in time taking into account the overtime pay according to Art.4.13 in Section 2.

B - 4.4.3. Payment regulation for Part-Time Workers

Part-Time Workers shall only be entitled to Overtime pay in accordance with Article 4.13 in Section 2, equal to the conditions applicable to a full-time Employee under the 2000 BES Labor Law.

B - 4.4.4. Maximum number of Overtime hours

The number of hours of Overtime may not exceed 20 hours on average per week, to be measured quarterly.

B - 4.5. Irregular shifts

1. Irregular shifts includes work performed by a Part-Time Worker at the hours specified in 4.15 Section 2 above the number of hours agreed upon in his employment contract, to the extent they do not exceed 40 hours.
2. In case an Employee who is not a Schedule Worker is asked to work a schedule shift in a department with schedule shifts, e.g., in case of staff shortage, the irregularity-allowance regulation shall apply to the aforementioned Employee for hours worked in the schedule shift.
3. The allowance mentioned in art. 4.15 section 2, shall in no case be less than \$8 per schedule shift.

B - 4.6. On-call shift

The provisions regarding on-call shift described in Art. 4.16 Section 2, applies to Employees scaled at FG 45 or below.

B - 4.6.1. Free weekends

1. In each period of 28 consecutive days, the Employee may be assigned to be on on-call shift for up to 14 days, provided that the Employee will be free from said duties for at least 1 weekend in said 28 days.
2. If required for the continuity of care provision, the Employer may deviate from the above. The Employer shall then attempt to come to a reasonable and fair compensation arrangement with said Employees.

B - 4.6.2. Payment for work during on-call shift

1. Part-Time Workers who perform work during on-call shifts shall be paid in accordance with the provisions of Overtime (Article 4.13 Section 2).
2. In case the Employee is called during on-call shift and responds to the call, the calculation of the compensation will be based on a period of at least half an hour.

B - 4.6.3. Minimum rest time after a call

If, during on-call shifts, work is performed for more than 2 hours during the hours between 00:00 a.m. and 6:00 a.m., or a call is answered more than twice, the Employee will not be deployed for any shift for the next night, unless he can have had at least 8 hours of rest following the last period in which he effectively performed work during the aforementioned hours. If the first subsequent shift starts within 12 hours after the last call, the Employee may, in the cases mentioned here, leave as soon as the shift permits.

B - 5. Labor, Health and Vitality

**B - 5.1. Continued Payment of Wages for Incapacity for Work
(This regulation is a transitional regulation valid until January 1, 2025;
a new (harmonized) regulation will take effect on January 1, 20252025)**

1. The Employee shall be entitled to wages in the amount of 80% of the Salary from the third day of the Incapacity for Work and during the first twenty-four months of Incapacity for Work.
2. Notwithstanding paragraph 1, the Employee is entitled to 100% of the Salary during a period, consecutive or not, of two months of Incapacity for Work per calendar year, provided that, if the Employee is consecutively sick in a period falling within two (or more) calendar years, the Employee shall not regain such entitlement in a succeeding calendar year. The Employee is consequently entitled to 100% of the Salary only once during a consecutive period of illness during a two-month period of Incapacity.
3. During the Incapacity for Work, the Employee retains the right to vacation pay, based on the payment applicable at such time.
4. Wages, or an advance on wages, shall not be payable by the Employer when cases occur on the basis of which, according to statutory health and accident insurance, the entitlements granted to the Employee do not exist or have been lost, as, for example, in the following cases:
 - a. if the illness or accident is due to the Employee's willful misconduct, gross misconduct, drug use or intoxication;
 - b. if the Employee has acted or failed to act in violation of regulations applicable to him;
 - c. if upon commencing employment, the Employee has provided inaccurate or incomplete information regarding his state of health to the extent that it relates to the Incapacity for Work in question.

5. If, during the Incapacity for Work the Employee is entitled to any monetary compensation or benefit as referred to in Book 7A, Section 1614c, subsection 2 of the BES Civil Code, the salary under paragraph 1 of this article will be reduced by the amount of such compensation or benefit. The Employee shall undertake in respect of the Employer to fully cooperate to obtaining such compensation or benefit and to provide the Employer with all relevant information about such compensation and/or benefit.
6. A not 100% able-bodied Employee will, in the event of a vacancy, be given preference if an independent body, in consultation with the Union, determines that the employee is capable of performing work in a position currently available at the employer in the same manner as if the employee did not have a disability.
7. Remuneration will in that case be based on the CLA scale associated with such a position to be held. In any event, this provision shall lapse as soon as an Occupational Disability Insurance Act or a general Occupational Disability Act has taken effect.

B - 5.2. Accrual of vacation entitlements and Incapacity for Work

1. With respect to the Employee who has not performed his work due to Incapacity for Work, the vacation entitlement shall lapse if the Employee has not worked during that year due to illness or accident for a total of at least six months.
2. The provisions of paragraph 1 apply, also to the partially disabled Employee.

B - 5.3. Establishment of a re-examination committee in case of rejection

1. If the Employer deems it desirable in the best interest of the foundation, including but not limited to the cases mentioned in the medical examination regulation, the Employer shall have the right to appoint a physician for an examination.
2. If declared unfit, the Employee has the right of appeal within 6 days to a re-examination committee to be formed for this purpose.
3. This re-examination committee shall be made up of 3 doctors, one of whom shall be appointed by the Employer and one by the Employee, and both of whom shall appoint a third.
4. The re-examination committee shall render a reasoned decision within 20 days after the appeal was filed by majority vote.
5. The ruling shall bind both the Employer and the Employee.
6. The cost of the examination shall be borne by the Employer.
7. The Employee who is declared unfit for work and meets the conditions set for Incapacity for Work in the pension regulation is entitled to the financial payment specified in a pension regulation without prejudice to the fact that such a payment may be reduced pursuant to Section 1614c(2) BES Civil Code.

B - 6. Training and Development

Reserved.

B - 7. Facilities

B - 7.1. Business Trips

The Employee receives an expense allowance for travel and lodging associated with making a business trip.

1. Travel expenses will be reimbursed on the basis of:
 - a. crossing charges, including airport taxes, based on economy class tickets and;
 - b. cost of any required regular transportation at destination.
2. Lodging expenses will be reimbursed based on the required incurred expenses as follows:
 - a. the Employer will arrange for a hotel when staying overnight outside its own island (Saba or St. Eustatius);
 - b. the Employee receives a per diem allowance of USD 95.
3. The Employer may, in consultation with the Employee, make a different arrangement regarding an allowance for travel and accommodation expenses to be incurred.
4. When requested by the Employer, the Employee must provide the original invoices and/or receipts based on which the amount of compensation can be determined.
5. The Employer reasonably determines the allowance for the expenses incurred.

B - 7.2. Cost of relocation and settlement

1. In addition to the provision defined in art. 7.2 section 2, the Employer shall grant a one-time allowance to the Employee for costs associated with the relocation and possibly for settlement as follows:
 - a. for employment up to one year, a one-time payment of USD 750;
 - b. for employment of at least one year, a choice between an allowance of up to USD 3,000 for shipping contents/home furnishings or a one-time payment of USD 2,000;
 - c. for employment of three years, the Employee will receive an advance of USD 6,500 to cover the cost of shipping contents/ household goods. The Employee must submit the relevant invoices within 6 months of commencement of employment to justify the advance given. If the actual costs exceed the advance amount, the Employee will receive an allowance on the excess (up to a maximum of USD 2,000.00). The maximum allowance for which an Employee may be eligible is USD 8,500.

2. The Employer shall provide initial housing for the Employee upon arrival from abroad for a period of up to two months. Consumption of electricity, water, etc. associated with the Employee's stay at this accommodation is at the Employee's expense.
3. If and when the Employer has cars available, the Employee may, upon arrival from abroad and for a period not exceeding two months, use a car for that purpose at the expense of the Employer. Gasoline consumption associated with the use of the car is at the Employee's expense.
4. The Employer shall pay the compensation referred to in paragraphs 1 and 2 of this Article after the Employee has submitted copies of the relevant documentation and receipts to the Employer.

B - 7.3. Telephone-expense allowance

Where possible, the Employer shall provide a cellular telephone or other means of communication to the Employee who is working an on-call or itinerant shift. It will not be used by the Employee for any other purpose. If it is not possible to provide a cell phone or other means of communication, the Employer will bear the reasonable cost of acquisition by the Employee of a cell phone. In that case, the telephone shall be the property of the Employer and must be returned upon leaving employment.

B - 7.4. Mandatory clothing and shoes

1. For this purpose, mandatory clothing means, depending on the Employee's type of job, uniform clothing and/or specific clothing to promote safety and comfort.
2. Upon employment and subsequently annually, the Employer shall provide five uniforms and two pairs of shoes.
3. When the Employer provides the clothing, the Employee is responsible for the proper use of the prescribed clothing.
4. The Employer aims at minimizing the tax effects on the Employee with regard to the provision of the clothing.
5. The Employer shall, in consultation with the Union, establish further written rules with respect to the mandatory clothing in regulations, which are to be observed by the Employee.
6. The Employee shall be required to be neatly dressed and shod while performing his duties in accordance with the requirements of the job.
7. In consultation with the Union, the Employer may make different arrangements for Employee(s) with regard to the prescribed clothing. Such arrangement will, in that case be made instead of the provisions in this implementing regulation. If no agreement is reached, this implementation regulation will continue to apply.

B - 8. Vacation and leave

B - 8.1. Vacation Days

1. Vacation days and forfeiture of vacation rights shall be governed by the provisions of the statutory vacation regulation where not deviated from in this agreement.
2. The period, during which vacations are to be taken, will be determined in consultation between the Employee and the Employer. With respect to granting vacations by the Employer, the interests of the Employee will be taken into account as much as possible.
3. Holidays, Sundays and Saturdays, or the days that replace them, are not considered working days for the purposes of this regulation.
4. Further implementation rules regarding vacation days are set forth in the HR policy.

B - 8.1.1. Taking vacation days

1. Vacation must be taken in the Calendar Year in which the entitlement was created. Vacation not taken on account of the organization shall be granted in the following Calendar Year.
2. Vacation days may be carried over and taken in the Calendar Year following the year in which the entitlement was created without the Employer's prior written approval as long as the number of vacation days in a Calendar Year does not exceed the maximum of 33. A maximum of 8 days may be carried over to a subsequent year.
3. Exceptions are permitted with the Employer's prior written approval.

B - 8.1.2. Time of taking and distribution of vacation days

1. Vacations will be granted in accordance with the Employee's wishes (uninterrupted if desired by the Employee), unless the interests of the department or service to which the Employee concerned is assigned are opposed to it. If the vacation is granted with interruptions, at least 10 consecutive working days will be granted if so requested by the Employee, or 15 consecutive working days may be granted at another time - to be determined by the Employer in consultation with the Employee. In any event, the Employee is entitled to take a maximum of 6 days as days off, which must be requested from the immediate supervisor at least 48 hours in advance.
2. The parties intend to have the taking of vacation days proceed in an organized manner, to be achieved, among other things, by drawing up vacation schedules for the entire Calendar Year, in the month of January of each year. If this does not take place, the Employee must comply with the vacation schedule issued by the management.
3. In case of pregnancy, vacation balance will be taken preferably, after the end of the maternity leave.

B - 8.1.3. Calls for work and vacations

1. The Employer shall establish a vacation policy for the situation when an Employee is called for work prior to an assigned vacation or during a vacation. This policy shall provide that for such situations, the Employee shall be called 3 or 5 days in advance.
2. Any loss incurred by the Employee due to the change to the vacation period according to Section 2 art. 8.1.3 shall be compensated by the Employer.

B - 8.2. Leave - General

Children residing in the Employee's household, for whom an adoption application has been filed, shall be considered the Employee's Child for purposes of this implementing regulation.

B - 8.2.1. Cases of Paid Special Leave

1. In addition to the days stated in art. 8.3 of Section 2, the Employer shall provide the Employee with Paid Special Leave for the events listed below as follows:
 - a. Marriage of parents, children, siblings - day of marriage; 1 day
 - b. Marriage of brother-in-law and sister-in-law; day of marriage; 1 day
 - c. An Employee's child's graduation ceremony: the day on which this event occurs. Per Calendar Year, an Employee may request a maximum of 1 leave day due to this event; 1 day / Calendar year
 - d. Death of Spouse or Relationship Partner and Children: the day of death up to and including the day of burial or cremation; 6 days
 - e. Death as referred to above in paragraph d, e, or j of this article in case of death outside the island where the Employee resides; 1 additional day for travel
 - f. Employee's 12.5, 24 and 35-year wedding anniversary: the day on which the wedding anniversary is celebrated; 1 day
 - g. 25th, 40th and 50th wedding anniversary of parents and grandparents: the day on which the wedding party is celebrated; 1 day
 - h. Illness of the Employee's child aged up to 12 years whereby a visit to a physician is required; Max 3 days per Calendar Year
 - i. Serious illness of parents, spouse or Relationship Partner and Children, including abroad: the specified days, which must be related and required for care due to illness; Max. 15 days per Calendar Year

B - 8.2.2. Assistance to Care Recipients

Unpaid leave of up to 5 days can be taken for voluntarily accompanying care recipients during transportation abroad, if the schedule permits. The Employee must request permission in advance. Travel and accommodation expenses shall be borne by the Employee.

B - 9. Disciplinary measures and suspension

B - 9.1. Disciplinary measures

1. Without prejudice to the powers conferred upon the Employer by law, the Employer shall have the right to take any of the disciplinary measures specified in this Article against the Employee who is responsible for negligence in the duties assigned to him, failing to comply with an instruction given by the Employer or failing to fulfill an obligation incumbent upon him pursuant to this Collective Labor Agreement and/or his position:
 - a. verbal warning followed by written confirmation;
 - b. written warning;
 - c. suspension without retention of Salary;
 - d. dismissal.
2. The Employer may suspend the Employee without pay for up to 5 working days, which period may be extended once by up to 3 working days if warranted, which is at the Employer's discretion.
3. The suspension shall be promptly communicated or confirmed to the Employee stating reasons and in writing. The address most recently provided by the Employee shall be deemed to be his address.
4. The Employee will be given the opportunity to answer for the situation to the Employer within four days after the date of the letter (not including Saturdays, Sundays and Public Holidays). He may be assisted by a counsel.
5. In the event that the Employee appears to have been manifestly wrongfully suspended by the Employer, the Employer will, at the Employee's request, rehabilitate the Employee in writing and compensate him for demonstrable damages.
6. Dismissal by way of disciplinary action can only take place in compliance with the statutory provisions.

B - 9.2. Suspension

1. The decision to suspend as well as the decision to extend suspension shall be communicated in writing to the Employee by the Employer as soon as possible, stating the reasons why such action is required.
2. During the period of suspension, the Employer is required to promote the Employee's ability to resume work.
3. After expiration of the period of suspension, the Employee shall be entitled to resume work.
4. Suspension cannot be used as a punitive measure.

B - 10. Pension
Reserved.

B - 11. Union facilities

B - 11.1. Employer contribution

Annually, the Employer shall provide an amount to the Union to support and accomplish further professionalization of the Union and to meet expenses incurred with respect to the CLA. The Employer's contribution is USD 20 per year per employed Employee, regardless of whether or not the Employee is a member of the Union.



C. Fundashon Mariadal Foundation

C - 1. Definitions

Application of 2000 BES Labor Law ⁽⁸⁾

For the purposes of this Collective Labor Agreement, the 2000 BES Labor Law shall be applied by the Employer to the Employee who is classified in job group 60 or less.

C - 2. Regulation regarding the employment contract

Reserved.

C - 3. Mutual Obligations

Reserved.

C - 4. Job, salary, payment and allowances

C - 4.1. Salary payment

1. The Employer pays the Salary no later than by the 28ste of the month.
2. Other payments and allowances in any month shall be paid no later than the following calendar month, unless the provisions of the Collective Labor Agreement provide otherwise.

C - 4.2. Grade Increase

Employees with an employment contract for an indefinite term will receive an automatic grade increase on January 1. For Employees with a fixed-term contract, the grade increase takes place on the date of a successive year of the Employee's employment.

C - 4.3. Year-end bonus

An Employee who has been employed for a full year as of December 15 will receive from the Employer a year-end bonus equal to 8.33% of annual salary on 10 December (the annual salary means the Salary earned during the period January 1 through December 31 of the benefit year). Vacation pay and compensation for Overtime, irregularity allowance, and so on are not included.

C - 4.4. Overtime

1. The Hours of Work, Working Hours, Schedule-free Days, Rest Periods, weekends off and breaks of the Employee classified in FG 60 and below shall be determined in compliance with the rules of the 2000 BES Labor Law.
2. The Employee classified in FG 60 and below, is entitled to compensation for Overtime, if this Employee is entitled to this compensation under the Labor Act 2000 BES and supplementary Article C-1 sub b. The amount of the compensation shall be in accordance with the statutory regulation.

C - 4.5. Time for time (Time-back)

The provisions for time for time in accordance with Art. 0 section 2 apply to Employees classified up to and including FG60.

C - 4.6. On-call shift

The provisions for on-call shift in accordance with Art. 4.16 Section 2 shall apply Employees graded at FG 60 or below.

C - 5. Labor, Health and Vitality

C - 5.1. Continuation of payment of wages and Sick Pay for Incapacity to Work (Transitional arrangement valid up to Jan. 1, 2025; subsequently, a new harmonized regulation will take effect Jan. 1, 2025)

1. In case of Incapacity for Work due to the Employee's illness within the meaning of the BES Health Insurance Act, the Employer will continue to pay the Employee's Salary during the first two days.
2. Based on the BES Health Insurance Act, an Employee who meets the applicable conditions, and for a certain period of time during Incapacity for Work due to illness within the meaning of the BES Health Insurance Act, is entitled to sick pay equal to 80% of the Salary. The Employer advances the sick pay to the Employee, which will later be reimbursed on the basis of, inter alia, the BES Health Insurance Act. The right to sick pay is capped; a daily amount applies that will not be exceeded. For Employees with a Salary that is not covered by the sick pay for 80% of the Salary, the Employer shall supplement the deficit up to 80% for the period that the Employee is entitled to sick pay. This entitlement in respect of the Employer applies for 24 months maximum.

[8] A current version of the legal text can be found at www.overheid.nl.

3. An Employee who is seriously or long-term ill will receive 100% of the Salary as sick pay for a maximum period of 60 days. After this period, the current wage-payment regulation, based on sick pay of 80% of the Salary, will apply. An Employee is considered seriously or long-term ill after the Occupational Health Physician, based on a written referral from a medical specialist, has declared the Employee unfit for work due to serious or long-term illness. The serious or long-term illness has a major impact on the Employee and may require intensive treatment by a specialist or, for example, long-term rehabilitation therapy.
4. Wages, or an advance on wages, are not payable by the Employer if situations occur pursuant to which the entitlements granted to the Employee according to the statutory health and accident insurance do not exist or have been lost, as, for example, in the following cases:
 - a. if the illness or accident is due to Employee's willful misconduct, gross misconduct, drug use or intoxication;
 - b. if the Employee has acted or failed to act in violation of regulations applicable to him;
 - c. if upon commencing employment, the Employee has provided inaccurate or incomplete information regarding his state of health to the extent that it relates to the relevant Incapacity for Work.

C - 6. Training and Development

C - 6.1. Allowance for continuing education costs

1. The Employer may grant the Employee an allowance for the cost of a study or course and grant leave for this purpose if the Employer believes that such study or course is relevant to the performance of the job or for the performance of another job.
2. The Employer shall set up a study facilities regulation. This provides for items including:
 - a. the Employer and the Employee will both endeavor to maintain the knowledge and skills necessary for the position and both will pay attention to job-specific training;
 - b. the Employer and the Employee shall promote internal flexibility;
 - c. in certain cases the Employer will reimburse in whole or in part for continuing education, or support it with study leave and/or a study loan;
 - d. all education, courses, training, etc. taken/done are recorded in the learning management system (LMS) used by the Employer for this purpose;
 - e. a biennial (24-month) training plan be established by the Employer;
 - f. mandatory training during Rest Time will be compensated exclusively in the form of time for time (time back).

C - 6.2. Personal development plan

The Employer and the Employee together ensure that the Employee draws up a multi-year personal development plan that specifies the training needs. This involves both job-oriented training and employability-oriented training. The use of the personal development plan will be detailed in HR policy.

C - 7. Facilities

C - 7.1. Business trips

1. The Employer will reimburse the direct travel and accommodation costs of business trips incurred by the Employee on behalf of the Employer. With respect to the cost of accommodation, when staying overnight outside Bonaire, the Employer will in principle arrange for a hotel and provide the Employee with a per diem. With respect to travel costs, the Employer will pay the necessary cost of the crossing from Bonaire based on economy-class tickets and the cost of necessary regular transportation at destination.
2. The procedures for this and any maximums, conditions and/or limits will be detailed by the Employer in the regulation. Entitlement to reimbursement of expenses shall be forfeited if the Employee fails to follow these procedures.
3. When staying outside Bonaire during a business trip, the Employee shall be insured. Expenses incurred must be fully and timely reported to the Employer by the Employee upon return, upon presentation of receipts and other required documents.

C - 7.2. Relocation expenses

1. Upon hiring, the Employer will reimburse an Employee who does not reside in Bonaire a one-way economy class airline ticket(s) for him and his Family members. In addition, the Employer may, in accordance with the relocation expenses regulations to be established by the Employer, grant the relocation allowance.
2. The Employer will provide initial housing on request upon arrival on Bonaire and for a maximum period of two consecutive months. Costs incurred during the stay in this accommodation, such as consumption costs of water and electricity, shall be for the account of the Employee.

C - 7.3. Mandatory clothing and shoes

If the Employer has mandatory the clothing for the position, the Employer will provide five uniforms and one pair of shoes upon hiring. Subsequently, the Employer will provide the Employee with four new uniforms and one pair of shoes every two years.

C - 8. Vacation and leave

C - 8.1. Taking vacation days

1. Vacation days are taken in consultation with the Employer and according to a vacation schedule to be drawn up by Employer.
2. Where possible, vacation should be taken in the Calendar Year in which the entitlement was acquired. Vacation days may be carried forward and taken to the Calendar Year following the year in which the entitlement was acquired, as long as the aggregate number of vacation days in a Calendar Year does not exceed the maximum of 30 vacation days.
3. Days off, i.e. taking individual vacation days instead of a cluster of consecutive days, may be taken, however, in limited circumstances. No more than six vacation days per Calendar Year should be taken as days off.

C - 8.2. Other Cases of Paid Leave

1. In addition to the days mentioned in art. 8.3 Section 2, the Employer shall grant the Employee Paid Special Leave for the events listed below as follows:
 - a. Death of Spouse or Relationship Partner and Children: the day of death up to and including the day of burial or cremation; The required days
 - b. Illness of a Child of the Employee aged up to 12 years for which a doctor must be visited; Max. 4 days per Calendar Year
 - c. Paid leave for up to six consecutive weeks may by mutual agreement be agreed upon in writing in case of very serious illness of parents or Family Members of Employees, which leave is intended for the Employee to provide care due to the illness in addition to home care and/or other nursing care. The need for the care and its intensity will have to be shown by a statement from the practitioner; Max. 6 weeks

C - 9. Disciplinary measures

1. Disciplinary measures may include:
 - Verbal warning;
 - Written warning;
 - Suspension with retention of Salary, 1 month max.;
 - Suspension without retention of Salary, 1 month max.;
 - Transfer;
 - Transfer to a position in a lower job grade (this relates to the position, the effect on Salary is discussed separately);
 - Change of position;
 - Removing certain powers and/or responsibilities;
 - Withholding agreed-upon facilities;
 - Not providing agreed-upon extra-legal vacation days;
 - Not granting an agreed wage increase;
 - Imposing a fine;
 - Dismissal.
2. The Employer will be able to select any of these measures depending on the level of violation.

C - 10. Pension Reserved.



D. Stichting Mental Health Caribbean

D - 1. Definitions

2000 BES Labor Law ⁽⁹⁾

For the purposes of this Collective Labor Agreement, the 2000 BES Labor Law shall be applied by the Employer to the Employee who is classified in job group 60 or below.

D - 2. Regulation regarding the employment contract

Reserved.

D - 3. Mutual Obligations

Reserved.

D - 4. Job, salary, payment and allowances

D - 4.1. Salary payment

1. The Employer pays the Salary no later than the 28ste of the month.
2. Other compensation and allowances in any month shall be paid no later than the following calendar month, unless the provisions of the Collective Labor Agreement provide otherwise.

D - 4.2. Grade Increase

Employees who have been employed for at least one year are entitled to an annual grade increase in the salary scale applicable to them, unless otherwise agreed in the employment contract. The date of the grade increase is linked to the month of employment.

D - 4.3. Year-end bonus

An Employee who has been employed for a full year as of December 15 will receive from the Employer a year-end bonus equal to 8.33% of annual salary on 10 December (the annual salary means the Salary earned during the period January 1 through December 31 of the benefit year). Vacation pay and compensation for Overtime, irregularity allowance, and so on are not included.

D - 4.4. Overtime

1. The Hours of Work, Working Hours, Schedule-free Days, Rest Periods, weekends off and breaks of the Employee classified in FG 60 and below shall be determined in compliance with the rules of the 2000 BES Labor Law.
2. The Employee classified in FG 60 and below, is entitled to compensation for Overtime, if this Employee is entitled to this compensation under the Labor Act 2000 BES and supplementary Article D-1 sub b. The amount of the compensation is in accordance with the statutory regulation.

D - 4.5. Time for time (Time-back)

The provisions for time for time in accordance with Art. 0 section 2 apply to Employees classified up to and including FG60.

D - 4.6. On-call shift

The provisions for on-call shift in accordance with Art. 4.16 Section 2 shall apply to Employees graded at FG 60 or below.

D - 5. Labor, Health and Vitality

D - 5.1. Continuation of payment of wages and Sick Pay for Incapacity to Work (up to Jan. 1, 2025)

1. In case of Incapacity for Work due to the Employee's illness within the meaning of the BES Health Insurance Act, the Employer will continue to pay the Employee's Salary during the first two days.
2. Based on the BES Health Insurance Act, an Employee who meets the applicable conditions and for a certain period of time during Incapacity for Work due to illness within the meaning of the BES Health Insurance Act, is entitled to sick pay equal to 80% of the Salary. The Employer advances the sick pay to the Employee, which will later be reimbursed on the basis of, inter alia, the BES Health Insurance Act.
3. The entitlement to sick pay is capped; a daily amount applies that will not be exceeded. For Employees with a Salary that is not covered by the sick pay for 80% of the Salary, the Employer shall supplement the deficit up to 80% for the period that the Employee is entitled to sick pay. This entitlement in respect of the Employer applies for 24 months maximum.
4. Wages, or an advance on wages, are not payable by the Employer if situations occur pursuant to which the entitlements granted to the Employee according to the statutory health and accident insurance do not exist or have been lost, as, for example, in the following cases:

[9] A current version of the legal text is published at www.overheid.nl.

- a. if the illness or accident is due to Employee's willful misconduct, gross misconduct, drug use or intoxication;
- b. if the Employee has acted or failed to act in violation of regulations applicable to him;
- c. if upon commencing employment the Employee has provided inaccurate or incomplete information regarding his state of health to the extent that it relates to the Incapacity for Work in question.

D - 6. Training and development

D - 6.1. Allowance for continuing education costs

1. The Employer may grant the Employee an allowance for the cost of a study or course and grant leave for this purpose if the Employer believes that such study or course is relevant to the performance of the job or for the performance of another job.
2. The Employer shall set up a study facilities regulation. This provides for items including:
 - a. the Employer and the Employee will both endeavor to maintain the knowledge and skills necessary for the position and both will pay attention to job-specific training;
 - b. the Employer and the Employee shall promote internal flexibility;
 - c. in certain cases the Employer will reimburse in whole or in part for continuing education, or support it with study leave and/or a study loan;
 - d. all education, courses, training, etc. taken/done are recorded in the learning management system (LMS) used by the Employer for this purpose;
 - e. a biennial (24-month) training plan be established by the Employer;
 - f. mandatory training during Rest Time will be compensated exclusively in the form of time for time (time back).

D - 6.2. Personal development plan

The Employer and the Employee together ensure that the Employee draws up a multi-year personal development plan that specifies the training needs. This involves both job-oriented training and employability-oriented training. The use of the personal development plan will be detailed in HR policy.

D - 7. Facilities

D - 7.1. Business trips

1. The Employer will reimburse the direct travel and accommodation costs of business trips incurred by the Employee on behalf of the Employer. With respect to the cost of accommodation, when staying overnight outside Bonaire, the Employer will in principle arrange for a hotel and provide the Employee with a per diem. With respect to travel costs, the Employer will pay the necessary cost of the crossing from Bonaire based on economy-class tickets and the cost of necessary regular transportation at destination.
2. The procedures for this and any maximums, conditions and/or limits will be detailed by the Employer in the regulation. Entitlement to reimbursement of expenses shall be forfeited if the Employee fails to follow these procedures.
3. When staying outside Bonaire during a business trip, the Employee shall be insured. Expenses incurred must be fully and timely reported to the Employer by the Employee upon return, upon presentation of receipts and other required documents.

D - 7.2. Relocation expenses

1. Upon hiring, the Employer will reimburse an Employee who does not live on the island of employment for one-way economy class airfare(s) of him and his Family Members who relocate along with him. In addition, the Employer may, in accordance with the relocation expenses regulations to be established by the Employer, grant the relocation allowance.
2. The Employer will provide initial housing and transportation on request upon arrival on the island of employment, and for a maximum period of two consecutive months. Costs incurred during the stay in this accommodation, such as consumption costs of water and electricity, shall be for the account of the Employee. Further implementing rules are laid down in the relocation expenses regulation.

D - 8. Vacation and leave

D - 8.1.1. Taking vacation days

1. Vacation days are taken in consultation with the Employer and possibly according to a vacation schedule to be drawn up by the Employer.
2. Where possible, vacation should be taken in the Calendar Year in which the entitlement was acquired. Vacation hours may be carried forward and taken to the Calendar Year following the year in which the entitlement was acquired, as long as the aggregate number of vacation days in a Calendar Year does not exceed the maximum of 30 vacation days for a full-time employee.
3. Days off, i.e. taking individual vacation days instead of a cluster of consecutive days, may be taken, however, in limited circumstances.

D - 8.2. Other Cases of Paid Leave

1. In addition to the days mentioned in Article 8.4 Section 2, the Employer shall grant the Employee Paid Special Leave for the events listed below as follows:
 - a. Death of Spouse or Relationship Partner and Children: the day of death up to and including the day of burial or cremation; The required days
 - a. Illness of a Child of the Employee aged up to 12 years for which a doctor must be visited; Max. 4 days per Calendar Year
 - a. Paid leave for up to six consecutive weeks may be arranged by mutual agreement, in case of very serious illness of parents or Family Members of Employees, which leave is intended to allow the Employee to provide care due to the illness in addition to home care and/or other nursing care. The need for the care and its intensity will have to be shown by a statement from the practitioner; Max. 6 weeks

D - 9. Disciplinary measures

1. Disciplinary measures may include:
 - Verbal warning;
 - Written warning;
 - Suspension with retention of Salary, 1 month max.;
 - Suspension without retention of Salary, 1 month max.;
 - Transfer;
 - Transfer to a position in a lower job grade (this relates to the position, the effect on the Salary is discussed separately);
 - Change of position;
 - Removing certain powers and/or responsibilities;
 - Not providing agreed-upon facilities;
 - Withholding agreed-upon vacation days in excess of the statutory requirement;
 - Not granting an agreed wage increase;
 - Imposing a fine;
 - Dismissal.
2. The Employer will be able to select any of these measures depending on the level of violation.

1. Annex salary structure as of 1-1-2024

A. Salary structure without a 3% increase in US dollars

Salary structure per 1-1-2024																
Schaal / Trede	FG05	FG10	FG15	FG20	FG25	FG30	FG35	FG40	FG45	FG50	FG55	FG60	FG65	FG70	FG75	FG80
1	1,074	1,214	1,345	1,463	1,679	1,936	2,194	2,469	2,797	3,104	3,447	3,936	4,598	5,307	6,157	7,008
2	1,092	1,237	1,362	1,489	1,716	1,985	2,234	2,521	2,855	3,171	3,523	4,047	4,708	5,440	6,315	7,226
3	1,113	1,258	1,386	1,516	1,753	2,035	2,274	2,573	2,912	3,238	3,599	4,157	4,873	5,574	6,473	7,444
4	1,133	1,279	1,410	1,542	1,792	2,073	2,317	2,627	2,972	3,305	3,675	4,267	5,041	5,708	6,631	7,662
5	1,154	1,300	1,436	1,572	1,838	2,114	2,366	2,682	3,037	3,375	3,750	4,380	5,173	5,844	6,791	7,883
6	1,175	1,321	1,463	1,606	1,887	2,154	2,418	2,739	3,104	3,447	3,829	4,488	5,307	5,999	7,008	8,093
7	1,196	1,345	1,489	1,642	1,936	2,194	2,469	2,797	3,171	3,523	3,936	4,598	5,440	6,157	7,226	8,305
8	1,214	1,362	1,516	1,679	1,985	2,234	2,521	2,855	3,238	3,599	4,047	4,708	5,574	6,315	7,444	8,518
9	1,237	1,386	1,542	1,716	2,035	2,274	2,573	2,912	3,305	3,675	4,157	4,873	5,708	6,473	7,662	8,730
10	1,258	1,410	1,572	1,753	2,073	2,317	2,627	2,972	3,375	3,750	4,267	5,041	5,844	6,631	7,883	8,943
11	1,279	1,436	1,606	1,792	2,114	2,366	2,682	3,037	3,447	3,829	4,380	5,173	5,999	6,791	8,093	9,158
12	1,300	1,463	1,642	1,838	2,154	2,418	2,739	3,104	3,523	3,936	4,488	5,307	6,157	7,008	8,305	9,518
13	1,321	1,489	1,679	1,887	2,194	2,469	2,797	3,171	3,599	4,047	4,598	5,440	6,315	7,226	8,518	9,880
14	1,345	1,516	1,716	1,936	2,234	2,521	2,855	3,238	3,675	4,157	4,708	5,574	6,473	7,444	8,730	10,243
15	1,362	1,542	1,753	1,985	2,274	2,573	2,912	3,305	3,750	4,267	4,873	5,708	6,631	7,662	8,943	10,605
16	1,386	1,572	1,792	2,035	2,317	2,627	2,972	3,375	3,829	4,380	5,041	5,844	6,791	7,883	9,158	10,971

B. Salary structure with a 3% increase in US dollars

Salary structure per 1-1-2024 + 3%																
Schaal / Trede	FG05	FG10	FG15	FG20	FG25	FG30	FG35	FG40	FG45	FG50	FG55	FG60	FG65	FG70	FG75	FG80
1	1,107	1,251	1,386	1,507	1,730	1,995	2,260	2,544	2,881	3,198	3,551	4,055	4,736	5,467	6,342	7,219
2	1,125	1,275	1,403	1,534	1,768	2,045	2,302	2,597	2,941	3,267	3,629	4,169	4,850	5,604	6,505	7,443
3	1,147	1,296	1,428	1,562	1,806	2,097	2,343	2,651	3,000	3,336	3,707	4,282	5,020	5,742	6,668	7,668
4	1,167	1,318	1,453	1,589	1,846	2,136	2,387	2,706	3,062	3,405	3,786	4,396	5,193	5,880	6,830	7,892
5	1,189	1,339	1,480	1,620	1,894	2,178	2,437	2,763	3,129	3,477	3,863	4,512	5,329	6,020	6,995	8,120
6	1,211	1,361	1,507	1,655	1,944	2,219	2,491	2,822	3,198	3,551	3,944	4,623	5,467	6,179	7,219	8,336
7	1,232	1,386	1,534	1,692	1,995	2,260	2,544	2,881	3,267	3,629	4,055	4,736	5,604	6,342	7,443	8,555
8	1,251	1,403	1,562	1,730	2,045	2,302	2,597	2,941	3,336	3,707	4,169	4,850	5,742	6,505	7,668	8,774
9	1,275	1,428	1,589	1,768	2,097	2,343	2,651	3,000	3,405	3,786	4,282	5,020	5,880	6,668	7,892	8,992
10	1,296	1,453	1,620	1,806	2,136	2,387	2,706	3,062	3,477	3,863	4,396	5,193	6,020	6,830	8,120	9,212
11	1,318	1,480	1,655	1,846	2,178	2,437	2,763	3,129	3,551	3,944	4,512	5,329	6,179	6,995	8,336	9,433
12	1,339	1,507	1,692	1,894	2,219	2,491	2,822	3,198	3,629	4,055	4,623	5,467	6,342	7,219	8,555	9,804
13	1,361	1,534	1,730	1,944	2,260	2,544	2,881	3,267	3,707	4,169	4,736	5,604	6,505	7,443	8,774	10,177
14	1,386	1,562	1,768	1,995	2,302	2,597	2,941	3,336	3,786	4,282	4,850	5,742	6,668	7,668	8,992	10,551
15	1,403	1,589	1,806	2,045	2,343	2,651	3,000	3,405	3,863	4,396	5,020	5,880	6,830	7,892	9,212	10,924
16	1,428	1,620	1,846	2,097	2,387	2,706	3,062	3,477	3,944	4,512	5,193	6,020	6,995	8,120	9,433	11,301

Please note:
the Employee shall be entitled to no less than a Salary based on the amounts mentioned in the BES Minimum Wages Act.

WML
Statia
Bonaire
Saba

C. Grading table as of Jan. 1, 2024 (Salaries with a 3% increase)
in US dollars

Grade number	Amount (\$)	Grade number	Amount (\$)	Grade number	Amount (\$)
1	1,107	36	2,178	71	4,623
2	1,125	37	2,219	72	4,736
3	1,147	38	2,260	73	4,850
4	1,167	39	2,302	74	5,020
5	1,189	40	2,343	75	5,193
6	1,211	41	2,387	76	5,329
7	1,232	42	2,437	77	5,467
8	1,251	43	2,491	78	5,604
9	1,275	44	2,544	79	5,742
10	1,296	45	2,597	80	5,880
11	1,318	46	2,651	81	6,020
12	1,339	47	2,706	82	6,179
13	1,361	48	2,763	83	6,342
14	1,386	49	2,822	84	6,505
15	1,403	50	2,881	85	6,668
16	1,428	51	2,941	86	6,830
17	1,453	52	3,000	87	6,995
18	1,480	53	3,062	88	7,219
19	1,507	54	3,129	89	7,443
20	1,534	55	3,198	90	7,668
21	1,562	56	3,267	91	7,892
22	1,589	57	3,336	92	8,120
23	1,620	58	3,405	93	8,336
24	1,655	59	3,477	94	8,555
25	1,692	60	3,551	95	8,774
26	1,730	61	3,629	96	8,992
27	1,768	62	3,707	97	9,212
28	1,806	63	3,786	98	9,433
29	1,846	64	3,863	99	9,804
30	1,894	65	3,944	100	10,177
31	1,944	66	4,055	101	10,551
32	1,995	67	4,169	102	10,924
33	2,045	68	4,282	103	11,301
34	2,097	69	4,396		
35	2,136	70	4,512		

2. **Annex: Job revaluation protocol**

The Employer shall ensure an up-to-date job structure according to the FWG 3.0 System. This shows that the Employer ensures that the job descriptions and the associated classification are current and appropriate.

- In case of any changes and/or additions to the classification of the job in question, relevant benchmark functions and frame texts in the FWG3.0® system, such that this may lead to classification in a different job grade, they will be applied by the Employer.
- The Employer may decide to modify the text of the job description in case of a substantial change to the job content.
- If the Employee believes that the job description does not fit the current situation, he may submit a request to the Employer for an updated job description. In this case, the Employee suspects a substantial change to the job content and consequently suspects that the job content and/or job requirements no longer match(s) the job or level defined at the latest classification.
- Upon the Employee's request, the Employer shall make a decision on initiating the re-description procedure within two months and submit the decision to the Employee in writing.
- The Employee's request will be discussed by the Employee with the FWG expert designated in or for the organization (this may be an internal or external person). The Employee may be assisted in this consultation by a third party. The consultation will discuss items such as whether extra or new tasks have been added and whether this is likely to affect the classification. The outcome of the discussion will be recorded in writing. Based on the request and the report, the Employer will make a decision on the request for a job redescription and reclassification.
- The Employee may object to a denial of a request submitted by the Employee. The objection must be submitted to the Employer in writing stating reasons within 30 days of receipt of the preliminary decision.
- If the Employer rejects the Employee's objection, he shall submit a request for an opinion to a FWG-certified entity within 30 days of receipt regarding an opinion as to whether sufficient grounds exist for initiating the reclassification and revaluation procedure. This opinion will be consequential.
- Within 30 days upon receipt of FWG-certified entity's opinion, the Employer shall make a final decision regarding the initiation of reclassification proceedings and inform the Employee in writing.
- If the Employer decides on a reclassification procedure, it will submit a new job description including the classification to the Employee within four months after this decision. The job description and classification will be explained in an interview.

In case of an adjustment to a higher classification, the receipt of the classification proposal and determination of the new job grade of the revalued job, the new job grade will be effective as of the first day of the subsequent month. The Employee will be graded horizontally in the higher job grade. The promotion procedure (Art. 4.7 section 2) does not apply in this procedure.

3. Annex: Kinship table

Consanguinity	Affinity
First degree	
Your (adoptive) parent(s);	Your partner's (adoptive) parent(s);
Your (adopted) child(ren).	Your partner's (adopted) child(ren);
	The partner of your (adopted) children (son-in-law or daughter-in-law).
Second degree	
Your grandparent(s);	Your partner's grandparent(s);
Your grandchild(ren);	Your partner's grandchild(ren);
Your brother(s) and sister(s).	Your partner's brother(s) and sister(s)
Third degree	
Your great-grandparent(s);	Your partner's great-grandparent(s);
Your great-grandchild(ren);	Your partner's great-grandchild(ren);
Your nephews and nieces (the child(ren) of your brother(s) and sister(s);	Your partner's nephews and nieces (the child(ren) of your partner's brother(s) and sister(s);
Your uncle(s) and aunt(s) (the brother(s) and sister(s) of your parent(s).	Your partner's uncle(s) and aunt(s) (the brother(s) and sister(s) of your partner's parent(s).
Fourth degree	
Your great-great-grandparent(s);	Your partner's great-great-grandparent(s);
Your great-nephews and great-nieces (the grandchild(ren) of your brother(s) and sister(s);	Your partner's great-nephews and great-nieces (the grandchild(ren) of your partner's brother(s) and sister(s);
Your cousins (the child(ren) of the brother(s) or sister(s) of your parent(s);	Your partner's cousins (the child(ren) of the brother(s) and sister(s) of your partner's parents;
Your great-uncle(s) and great-aunt(s) (the uncle(s) and aunt(s) of your parent(s).	The great-uncle(s) and great-aunt(s) of your partner (the uncle(s) and aunt(s) of your partner's parent(s)

4. Annex: CLA Regulations Committees

A. Technical Committee Regulations.

Article 1 Task

The Technical Committee has the following duties: performing tasks delegated to the Technical Committee by the CLA Consultation; discussion of issues related to the CLA and providing an opinion to the CLA Consultation on these issues, whether or not at request.

Article 2 Composition

1. The Technical Committee is made up of a total of six members and an equal number of alternate members from the Employers and the Unions, a party to this Collective Labor Agreement.
2. One half of the members (3) and alternate members (3) of the Technical Committee shall be appointed by the Employers and the other half by the Unions.

Article 3 Meeting frequency

At the beginning of the year, the Technical Committee sets the meeting schedule for the upcoming Calendar Year.

Article 4 Support

FWG Progressional People assists the Technical Committee in the execution of its tasks, including planning consultations, setting the agenda and recording the consultations as well as support in the execution of the Technical Committee's (advisory) tasks.

B. Interpretation Committee Regulations.

Article 1 Task

The Interpretation Committee is tasked with the interpretation of articles of the CLA against the background of the negotiations conducted and the respective intentions of the Parties.

Article 2 Composition

1. The Interpretation Committee is made up of six members and an equal number of alternate members from the Employers and Unions, a party to this Collective Labor Agreement.
2. One half of the members (3) and alternate members (3) of the Interpretation Committee shall be appointed by the Employers and the other half by the Unions.

Article 3 Powers

1. The Interpretation Committee shall hear and decide on all matters submitted to it in writing by one of the Parties with regard to the further interpretation of the Collective Labor Agreement.
2. The meeting is entitled to adopt rulings, provided a simple majority of the members are present.
3. If the Interpretation Committee should be unable to come to a ruling, it will refer the matter to the Parties to this Collective Labor Agreement in order to request a remedy.
4. At the request of the joint CLA parties, the Interpretation Committee may moreover prepare written notes regarding the interpretation of one or more provisions of the CLA.

Article 4 Methods

1. The Parties referred to in Article 2 of these regulations shall both appoint a chairman from among themselves. The meeting shall be chaired by the chairman of the Party other than the Party that presented the question.
2. In the absence of the chairman designated by one party, the chairman designated by the other party shall act as his substitute.
3. The chairman shall be appointed for the term of the CLA.
4. The committee's secretariat is provided by FWG Progressional People.

Article 5 Meeting frequency

The Interpretation Committee shall meet as often as either chairperson or four members require and shall be held within fourteen days after such request.

Article 6 Deadlines

1. Notices of meetings shall be sent to members together with the agenda at least seven days in advance, excluding Sundays and Public Holidays.
2. At the discretion of the two chairmen, the time limit referred to in paragraph 1 may be shortened in cases of urgency.

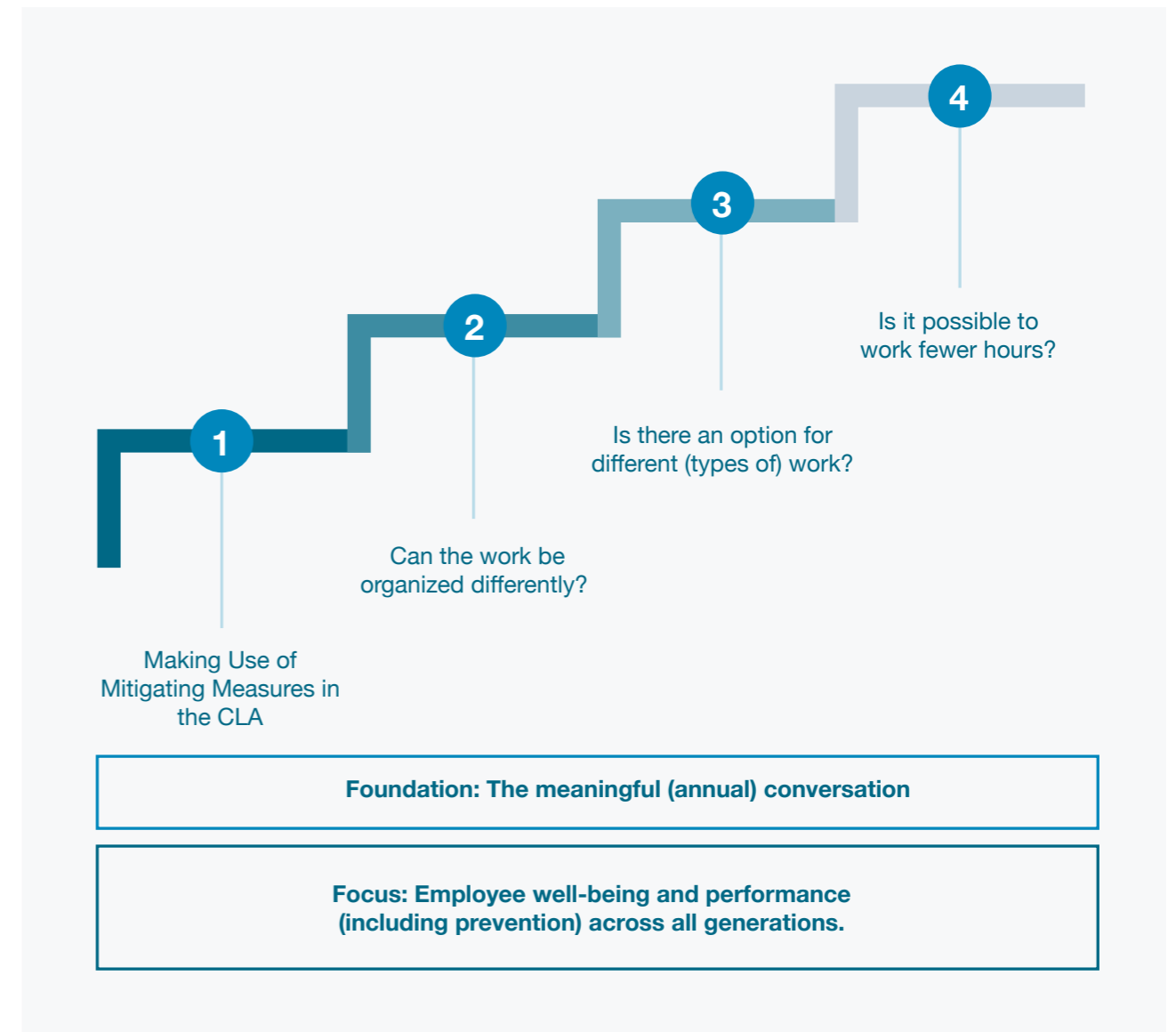
Article 7 Ruling by the Interpretation Committee

1. The Interpretation Committee shall render its ruling and/or provide written notes as soon as possible after having taken note of the request submitted to it, and not later than within three months, unless Article 7(2) applies.
2. The Interpretation Committee is entitled to call or hear experts.
3. The rulings and/or written notes of the Interpretation Committee, subject to confidentiality with respect to persons and institutions, may be disclosed to anyone involved in the CLA.
4. Rulings and/or written notes from the Interpretation Committee shall be taken into account in the adoption of the next Collective Labor Agreement.

Note

With regard to the legal force of the Interpretation Committee's rulings and/or written explanations, the CLA Parties believe that the Interpretation Committee set up by those Parties has an obligation to comply with the rulings and/or written notes in the same way as the Collective Labor Agreement must be complied with by any member of one of those Parties. After all, what matters is the Parties' interpretation of the provisions of the CLA. The same applies to the legal force of the rulings and/or written explanations of the Interpretation Committee for employees, provided that the contents of these rulings and/or written explanations of the Interpretation Committee have been provided to the employees in accordance with art. 4 Landsverordening Collectieve Arbeidsovereenkomst (national ordinance on the Collective Labor Agreement).

5. Annex: Customization Ladder



6. Annex: Legislation

List of referenced law articles, a current version of the law text is published at www.overheid.nl :

1615h(2l) of Art. 9, 16, 23, 26 2000 BES Labor Law

Art. 4 and 5 BES Termination of Employment Contracts Act

Art. 7A:1614c , 1614x, 1615n, 1615h BES Civil Code

This Collective Labor Agreement has been signed by the parties in Bonaire, St. Eustatius and Saba in parts and each scan/copy together shall constitute a validly signed agreement.

Duly agreed and drawn up in Utrecht on June 18, 2024

Sint Eustatius Auxiliary Home Foundation

V. Gumbs
Date:

Saba Cares Foundation

R. Plaisier
Date:

Sint Eustatius Health Care Foundation

P. van Woerkom
Date:

Fundashon Mariadal

G. Frans
Date:

Mental Health Caribbean

H.A.E.M. Jansen
Date:

A.F.B.W.

C. Kwidama
Date:

Saba United People's Labor Union and Association

L. Charles
Date:

All For 1 Union Sint Eustatius

C. Woodley
Date:

Colophon

Collective Labor Agreement
Healthcare BES 2024 - 2026

Version October 2024

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For permission requests, please contact Progressional People Caribbean at: info@ppc-hr.com or phone: +1 721 542 6163.

The texts of the collective labor agreement and associated arrangements, as well as references to current websites, can also be found on the websites of the employers mentioned above.

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BES HEALTHCARE
2024-2026