

Collective Agreement for the Professional Transport of Goods by Road and Mobile Crane Hire

Between:

1. Transport en Logistiek Nederland, established in Zoetermeer
Vereniging Verticaal Transport, established in Culemborg

hereinafter jointly referred to as the one party,

2. CNV Vakmensen, established in Utrecht
FNV, established in Utrecht
De Unie, established in Culemborg

hereinafter jointly referred to as the other party,

the following Collective Agreement has been concluded for the period from 1 January 2023 to 1 January 2024

Article 1

Nature of the agreement

In the absence of explicit statement to the contrary, the provisions of this Collective Agreement are of a standard nature.

Article 2

Scope

1. This agreement covers:

- a. all employers and employees of companies established in the Netherlands that carry out licensed transport under the Road Transport Act (Wwg), as last published on 20 December 2016 (Bulletin of Acts and Decrees 518), and/or that, for a fee, wholly or partially carry out transport other than for persons, by road or on roads other than those open to public traffic.
- b. employers and employees in the crane hire sector, which is taken to mean all companies operating in the Netherlands whose business involves hiring out mobile cranes.

2. a. The agreement does not apply to companies which:

- are required to operate their own Collective Agreement; or
- operate their own sectoral Collective Agreement; or
- have their own defined terms of employment.

This is subject to the following conditions:

- The level of the aforementioned regulations must be at least equivalent to the level of the Collective Agreement for the Professional Transport of Goods by Road and Mobile Crane Hire, and
- The main activity of the company is something other than professional road haulage, logistic services or mobile crane rental.

2. b. The main activity of the company is something other than professional road haulage, logistic services or the mobile crane hire if, as a rule, no more than 20% of the turnover is generated by the aforementioned activities.

The decisive factor here is the legal unit for which a commercial road haulage licence has been applied for or granted, or within which the mobile crane hire takes place.

2. c. Also excluded are companies which, in the main, carry out construction work as measured by the wage bill of the company and which also operate mobile cranes.

Article 3

Definitions

In this agreement (referred to below as "the Collective Agreement")¹ the following meaning are assigned to the defined terms:

1. Employer: any natural person or legal entity whose company falls within the scope of this Agreement.
2. Employee: any person who has been appointed by an employer for a fixed or indefinite period of time for five consecutive working days or longer and who usually performs their work for the employer in or from the company established in the Netherlands. The term employee does not include the director under the articles of association of a legal person unless that person mainly performs activities which form part of the job of a driver or mobile crane operator.
3. a. On-call worker: any person employed by the employer on an incidental basis for fewer than 5 consecutive days.
3. b. Part-time employee: every employee with whom it has been agreed that only part of the normal number of working hours, as referred to in article 26, paragraph 1a, shall be worked.
4. Employers' organisation: Transport en Logistiek Nederland or Vereniging Verticaal Transport
5. Employees' organisation: CNV Vakmensen, FNV, or De Unie
6. Logistical services: that part of the supply chain process, including front and back office positions, which plans, implements, produces and controls an efficient flow of storage and handling of goods, services and related information from the point of origin to the point of consumption to meet customer needs.
7. Work location: the place where the employee usually carries out his work or the site where the garage of the company is situated or where it stores or should store its means of transport.
8. Pay scale: table in which the salary corresponding to the job in question is specified.
9. Gross salary: the four-weekly or monthly salary, increased by the personal allowances as referred to in article 23
10. Job grade wage: the salary corresponding to the increment in the salary scale applicable to the employee in question
11. Week: the days from Monday to Sunday
12. Working day: every day of the week except Sundays and generally recognised Christian and national holidays

¹) Where this Collective Agreement makes reference to the male pronoun, that should also be taken to mean the female pronoun.

13. Day off: a day off pursuant to Articles 30, 31, 32, 64, 65, 67 and 68 means having at least 24 consecutive hours off after an 8-hour rest period.
14. Scheduled days off: days when the duty roster does not require work to be carried out.
15. Duty roster: the schedule relating to a period of one or more weeks, indicating in which shifts and on which days and hours the employee must perform his duties or when he has scheduled time off.
16. Spouse: the person with whom the employee is married, has entered into a registered partnership, or with whom he or she forms a lasting cohabitation partnership according to a cohabitation contract filed with the employer.
17. Basic working conditions: articles 19, 20, 21, 23, 25, 26a, 27, 29, 33, 34, 36, 37, 40, 41, 42, 64, 65, 67a, 68 and 69 of this Collective Agreement.
18. Industrial accident: An accident occurring due to or during the performance of paid work, except for an accident occurring on the way to or from work or caused by the fault or actions of the employee.

Article 4

Entering into an employment contract

1. The employment contract must be concluded in writing and include at least the following points:
 - a. the names and addresses of the parties
 - b. the place of employment
 - c. the employee's job or the nature of their work
 - d. the date of commencement of employment
 - e. the duration for which the employment contract is entered into, or whether it is a permanent employment contract
 - f. the notice periods to be observed by the parties or the method used to calculate such periods
 - g. the salary and the payment term
 - h. the usual working hours
 - i. whether the employee will participate in a pension scheme
 - j. if the employee is to work outside the Netherlands for a period of more than one month, the duration of that work, the accommodation, the applicability of Dutch social insurance legislation or a list of the bodies responsible for implementing that legislation, the currency that will be paid, the allowances to which the employee is entitled and what arrangements have been made for repatriation
 - k. the applicable Collective Agreement
2. If a probationary period is stipulated at the time of the employee's appointment, the employee concerned must be informed of this in writing before they take up their duties, on penalty of nullity. The probationary period shall not exceed two months. When concluding an employment contract for less than two years, the probationary period shall not exceed one month. No probationary period may be stipulated if the employment contract has been entered into for six months or less.
3. An employment contract entered into for an indefinite period shall end by operation of law on reaching the pensionable age as referred to in the General Old Age Pensions Act (AOW).

It is possible to enter into one or more new fixed-term employment contracts afterwards pursuant to Article 7:668a (12) of the Dutch Civil Code or a permanent employment contract. This Collective Agreement applies to these new employment contract or contracts. The new employment contracts are separate from the previous ones entered into before the pensionable age as referred to in the General Old Age Pensions Act.

Article 5

End of contract

1. Upon termination of the employment contract, the statutory provisions of Part 9, Book 7, Title 10 of the Dutch Civil Code shall apply (also see Annex 4).
2. At the end of the employment contract, the employer will issue the employee with a testimonial. This testimonial must contain at least the following information:
 - the last position held
 - the pay scale in which, and the increment to which, the employee

was most recently assigned

- the employee's total number of years of experience
- the date of commencing employment
- the date of leaving employment
- the number of days' holiday taken in the current calendar year.

Article 6

The employer's obligations

1. The employer is not permitted to employ personnel who are already in full-time employment elsewhere.
- 2.a. In the context of occupational health and safety, the employer may only have the employee undergo a medical examination upon commencement of employment if special requirements have been set for the position regarding medical suitability. The provisions of and pursuant to the Medical Examinations Act must be complied with. This provision does not apply to administrative and managerial staff. The obligation to undergo a pre-employment medical examination shall cease to apply if the employee holds a medical certificate showing that they have recently undergone a similar medical examination. The date of the examination certificate may not be more than one year before the start of employment.
- 2.b. The employer shall bear the costs of the medical check-up for driving licence renewal unless the law provides otherwise. With regard to the payment of wages, reference is made to Article 65 1l.
3. The employer shall provide the employee with a copy of the Collective Agreement and amendments to it free of charge in return for a receipt.
4. The employer is obliged to provide the employee with a specification for each wage payment (per 4 weeks, per month). This specification must contain at least the following information:
 - employee's name
 - fixed or flexible contract
 - agreed working hours
 - period over which wages are paid
 - salary
 - surcharges
 - overtime
 - gross pay
 - deductions
 - net salary
 - subsistence expenses
 - holidays
 - ATV days (days off under the reduction of working hours scheme)
 - balance of time for time hours
 - balance of Personal Choice Budget (PKB), if applicable;
 - the value of a holiday in accordance with article 67a paragraph 9.
5. The employer bears the costs of the employee's purchase of a driver card for the digital tachograph (once every 5 years).

Article 7

The employee's obligations

- 1.a. The employee is obliged to perform the work agreed in the employment contract concluded with him.

- 1.b. At the employer's request, the employee is obliged to perform all work that may be performed insofar as this may reasonably be required of the employee.
- 1.c. The systematic restacking of complete truck loads of stacked pallets by the driver is not considered part of the work that can reasonably be required of the employee unless otherwise agreed in the individual employment contract.
- 2.a. The employee is obliged to maintain confidentiality concerning everything he learns about the employer's business, the confidential nature of which he knows or should reasonably have known. This confidentiality obligation does not apply to disclosures required by law, regulation or another rule.
- 2.b. However, with due observance of the above, the employee is authorised to send and explain any wishes and objections to his trade union.
3. The employee shall present himself for any medical examinations that the employer may reasonably deem necessary in connection with the performance of the work (unless there are compelling medical objections). "Medical examinations" also includes examinations within the framework of occupational health and safety. The employee may consult with his doctor about this in advance. The employee shall follow any measures recommended on the basis of the medical opinion resulting from the examination. If an employee objects to the results of an examination, they can request a re-examination.
- 4.a. Regarding items issued on loan by the employer to the employee such as vehicles, equipment and/or tools, the employee is obliged:
 - to ensure the best of his ability that they are in good condition at the time of receipt
 - to acknowledge their receipt in a manner to be specified by the employer, if required by or on behalf of the employer
 - to use and store them with due care
 - report immediately to his immediate superior any loss of or damage to them
 - to return them when they are no longer required for the work or when requested to do so by or on behalf of the employer.

The provisions of this paragraph under the second indent also apply to monies entrusted to the employee by the employer or transferred by third parties. The employee is obliged to check that the amounts transferred to them correspond to the amount stated or owed by the employer or third parties.

- 4.b. An employee who, whilst performing the contract, causes damages to the employer or to a third party to which the employer is obliged to pay compensation for damages is not liable to the employer for this unless the damage is the result of his intent or deliberate recklessness. The circumstances of the case, including the nature of the agreement in question, may dictate otherwise than as provided in the previous sentence. The compensation shall not exceed the cost of repair or replacement.
- 4.c. Within one month of becoming aware of the event, the employer must notify the employee in writing of its intention to claim compensation. The employer shall determine the amount of compensation as soon as possible, but within one year at the latest of becoming aware of the event.
- 4.d. It is not possible to deduct the compensation from the employee's salary unless the employer and the employee agree on the obligation to pay compensation.

- 5.a. During the shift, the employee shall not consume any alcoholic beverages or substances that may impair their ability to work or drive. The employee shall commence the shift without being under the influence of the aforementioned substances.
- 5.b. Where appropriate, the employee shall discuss with his doctor the implications of using medicines that influence the ability to drive and inform the employer of the doctor's conclusions.
- 6.a. The employee is obliged to seek prior permission from the employer for being allowed to perform or extend work for third parties outside the times when work is to be performed at the employer. Work for third parties is also understood to mean:
 - holding a paid or unpaid position other than in the employ of the employer
 - the exercise of any profession or business or trade
 - the design, management, performance and supervision of work other than for the employer
- 6.b. The employer may refuse a request under paragraph 6a only if the refusal can be justified by objective reasons.
7. Employees who represents the company to the outside world must have a presentable appearance at work.
8. By 1 May of each year at the latest, the employee provides the employer with an overview of the refresher training hours (code 95).

Chapter IV Special employee categories

Article 8

Part-time employees

1. The provisions of the Collective Agreement apply to part-time employees, subject to the following paragraphs of this article.
- 2.a. Where the Collective Agreement provisions lend themselves to this, they shall be applied proportionally to the part-time worker.
- 2.b. Overtime is defined as hours, not falling on Saturday or Sunday, by which the 40-hour working week is exceeded. For mobile personnel in double manned vehicles, overtime is defined as hours not falling on Saturday after 07.00 hours or Sunday with which the working time of 40 hours per week is exceeded.
- 3.a. The holiday entitlements and holiday allowance are calculated in proportion to the number of working hours completed, but no more than the maximum applicable to those concerned as referred to in articles 67a, 68 and 69 respectively.
- 3.b. To calculate the holiday entitlements and holiday allowance mentioned under 3a., the minimum number of hours agreed upon applies as a basis for the calculation.
- 3.c. To holiday entitlement and holiday allowance in a given year are based on the total number of hours worked, with a minimum of the number of hours agreed upon in the preceding calendar year.
4. If, in a period of 52 weeks prior to the first day of incapacity for work, a part-timer has worked more hours than agreed in the contract, these additional hours must be included in the wages in the case of occupational disability with due observance of the provisions of Article 16.

Article 9

Temporary agency workers

1. When hiring workers from temporary employment agencies or payroll companies established in the Netherlands or abroad, only NEN 4400/1 or 4400/2 certified temporary employment agencies or payroll companies registered with the Labour Standards Foundation (SNA) may be used.
At the written request of an employees' organisation, the employer is obliged to indicate which temporary employment agency(ies) or payroll company(ies) will be used.
2. The employer is obliged to stipulate in agreements with temporary employment agencies or payroll companies established in the Netherlands or abroad that the workers posted to the employer are granted the basic terms of employment as those of employees working in the same or equivalent positions for the employer.

Article 9a

Hired-in workers

- 1 Under the Posting of Workers Directive, firms established abroad which temporarily post workers to the employer are obliged to grant those workers the basic terms of employment granted to employees in the same or similar jobs for the employer. If there is no universally binding Collective Agreement, the statutory minimum provisions apply.
- 2 The employer is obliged to stipulate in the contract with the company established abroad that the workers made available to the employer are granted the basic terms of employment. If there is no universally binding Collective Agreement, the statutory minimum provisions apply.
3. The employer is obliged to inform the workers referred to in paragraphs 1 and 2 of this article of the basic terms of employment applicable to them.
4. Paragraphs 1, 2 and 3 of this article are not applicable if workers are hired from companies established in the Netherlands which fall directly within the scope of this Collective Agreement. This is because they are subject to the full Collective Agreement.
5. For secondments lasting longer than 12 months, Article 2a, paragraphs 4, 5 and 6 of the Dutch Collective Agreements (Declaration of Universally Binding and Non-Binding Status Act) (Wet AVV) apply.

Article 10

On-call workers

1. In principle, all articles of this Collective Agreement apply to on-call workers, with the exception of:

article 4
article 6(2)
article 13
article 14
article 26b and c
article 30
article 31
article 36
articles 64 to 69
2. The calculation of the daily and hourly wage for the on-call worker should be based on the job wage increased by 8% holiday allowance.
3. The on-call worker acquires statutory holidays in accordance with Section 7:634 of the Dutch Civil Code for the hours worked.
4. On-call workers are remunerated on an hourly basis.
5. Overtime is hours worked in excess of the average daily working hours of 8 hours.
6. Contrary to article 6, paragraph 3, the employer shall provide the on-call worker with a copy of the Collective Agreement on request.

Article 11

Trainees

1. Contrary to the provisions of Article 67a Paragraphs 2 and 3 on the holiday scheme, the following applies to students in the vocational training route (BBL):
 - 1.a. The holiday year runs from August 16 to August 15 of the following year.
 - 1.b. In the year of commencement and termination of employment, the duration of the holiday is calculated in proportion to the part of the year elapsed, whereby parts of days less than half are rounded down and parts of days more than half are rounded up.
 - 1.c. The holiday entitlement amounts to 17 working days for a partial-compulsory school pupil and 21 working days for a non--partial compulsory school pupil, on the understanding that:
 - the pupil must take at least 9 or 12 respectively of the days in three consecutive weeks during the summer holidays
 - days off may be taken if the pupil has obtained permission in advance from the company providing the internship and from the collective employer.
2. The accommodation allowance provided for in Article 40(1) and (2) and Article 41 also applies to students in the vocational training path who perform work outside the place of work.
3. The wages for young employees undergoing training as part of the vocational education path amount to 4/5 of the youth wage determined according to their age for one day's training per week and 3/5 for two days' training per week.
4. The pupils receive an advance of one gross job wage in the first period of their employment. In the following periods, the correct salary is paid out on the basis of the timesheets submitted. On leaving the company, the advance is deducted from the last salary payment.

Chapter V Wages: General provisions

Article 12

Calculation of daily and hourly wage.

The daily and hourly wage is calculated by dividing the wage per 4 weeks by 20 or 160 and the monthly wage by 21.75 or 173.92 respectively.

Article 13

Payment of wages

1. The wages referred to in Article 25 shall be paid per 4 weeks or per month.
2. The conversion figure for converting from four-week to monthly earnings is 1,087.
3. Payment for overtime shall be made no later than in the payment period following that in which the overtime was worked.

Article 14

Unworkable weather scheme

1. The employer is exempt from the obligation to continue to pay wages on the basis of Article 7:628 paragraph 1 of the Dutch Civil Code if, on the day on which extraordinary natural conditions occur, the conditions referred to in paragraph 3 are met.
2. Exceptional natural conditions apply in the case of:
 - a. freezing weather, sleet or snowfall, if these conditions occur in the period from 1 November to 31 March
 - b. excessive rainfall, if it rains for at least 300 minutes on a working day between 07.00 and 19.00 hours in the postcode area in which the employee works
 - c. other exceptional natural conditions. This includes, for example, high water conditions.
3. To benefit from the exemption referred to in paragraph 1, the following conditions must be met:
 - a. Failure to perform the agreed work is the result of exceptional natural conditions as referred to in paragraph 2
 - b. The number of waiting days referred to in paragraph 5 has expired
 - c. The employee concerned is entitled to benefit on the basis of Article 18 of the Unemployment Act in respect of the hours for which they cannot work; and
 - d. In accordance with paragraph 6, the employer has reported to the UWV Employee Insurance Agency every day on which it is impossible to work due to exceptional natural conditions.
4. The exemption on the grounds of paragraph 1 does not apply insofar as an employee is on leave or on holiday.
5. The number of waiting days in the following cases are as follows:
 - a. freezing weather, sleet or snowfall: 2 working days in the period from 1 November to 31 March, on which it is not possible to work due to freezing weather, ice or snowfall
 - b. excess rainfall: 19 working days per calendar year on which it is not possible to work due to excessive rainfall
 - c. other exceptional natural conditions: 2 working days per calendar year on which

work cannot be carried out due to exceptional natural conditions, other than freezing weather, ice, snowfall or excessive rainfall.

6.
 - a. On each day on which the agreed work cannot be performed due to exceptional natural conditions, the employer shall report to the UWV for each employee the number of working hours at which work location and for which period of the day the work cannot be performed, as well as the position of the employee and the reason for the inability to perform the work.
 - b. The employer shall file the report referred to under a on the day to which it relates. The report is valid for the whole day. If the report relates to a circumstance as referred to in paragraph 5(a) or (c), the UWV will receive the report before 10:00 in the morning.
 - c. For the notification referred to under a, the employer shall use the form made available for this purpose by the UWV.

7. If, at the end of the period for which the employer is obliged to continue paying wages pursuant to the above, the employee is entitled to a payment under the Unemployment Act, the employer is obliged to provide a supplement to this payment for each extraordinary natural condition pursuant to paragraphs 5a and 5c for a maximum of 8 working days and in total up to a maximum of 19 working days, equal to 25% of the daily wage on which this payment is calculated.
As a result of an interruption due to an extraordinary natural circumstance pursuant to paragraph 5b, at the end of the period for which the employer is obliged to continue to pay wages pursuant to this paragraph 5b, the employer is obliged to provide a supplement of 25% of the daily wage to which this benefit has been calculated for a maximum of 2 working days.

After the aforementioned periods, the employer is still obliged to provide a supplement of 10% of the daily wage on which basis that benefit is calculated.

Article 15 Expired

Article 16

Wage in case of incapacity for work

1. Sick pay pursuant to Article 7: 629 of the Dutch Civil code consists of:
 - a) the job grade wage
 - b) the personal allowance referred to in Article 23
 - c) the amount that the employee has received on average in the period of 52 weeks prior to the first day of incapacity for work in the form of shift work and dirty work allowances, the irregular hours allowance referred to in Article 55 and the Allowances matrix referred to in Article 37
 - d) the amount that the employee received on average during the period of 52 weeks prior to the first day of incapacity for work in overtime, Saturday and Sunday hours in so far as these exceed 40 hours per week and the allowances of 50% and 100% over these hours. The average number of overtime hours cannot exceed 15 and the total amount of this component cannot exceed 48.75% of the job grade wage (being the value of 15 overtime hours at 130%). If there has been no industrial accident, the following reductions shall also be made to this amount: first, a quarter of the average amount of overtime is deducted. After that, the amount cannot exceed 22.75% of the job grade wage (being the value of 7 overtime hours at 130%)*.
 2. If the employee is incapacitated for work, they shall receive a supplement to the statutory obligation to continue payment of wages as referred to in Article 7: 629 of the Dutch Civil code to 100%, as described below.

The obligation to supplement wages does not apply in the following cases:

 - if there is no legal obligation to continue to pay wages
 - if the incapacity for work was caused through the fault or actions of the employee.
 3. The obligation to supplement wages shall commence on the first day of incapacity for work unless a waiting day is applied in accordance with paragraph 5. In that case, the supplement starts on the second day of incapacity for work. The maximum duration of the supplement is 52 weeks, or, in the case of an employment contract that has lasted less than one year on the first day of incapacity for work, a maximum of 13 weeks. If the employee is still in the probationary period on the first day of incapacity for work, the supplement ends after 2 weeks.
 4. The duration of the supplementary benefit is extended by a second period of 52 weeks in the case of an employment contract that had lasted longer than one year on the first day of incapacity for work if the employee cooperates in his reintegration and also has supplementary health insurance which in any case includes cover for physiotherapy, psychological care (unless included in the basic package) and dietician. The supplement is also extended to 104 weeks if the employee is permanently completely unfit for work.
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5. Except in the case of an industrial accident, the employer is entitled to apply a waiting day to each sickness report. That means that no salary is paid over one day (the first day of incapacity for work). If an employee becomes incapacitated for work again, and four weeks have not passed since the last day of the previous period of incapacity for work, no waiting day may be applied to the new case of illness.
6. Periods of incapacity for work that fall entirely or partially within one calendar year are added together to determine the duration of the obligation to supplement wages, provided that the incapacity for work is not the result of an accident.
7. Interim changes to the gross salary, or daily wage decisions or other legal measures must be incorporated in this wage payment in the event of incapacity for work.
8. If the employee is entitled to a benefit under the Sickness Benefits Act (WAO/WIA) or under an insurance policy or any fund in which participation is stipulated in or ensues from the employment contract, the salary payment shall be reduced by this benefit.

Article 17

Protocol on Incapacity for Work

The parties to the Collective Agreement have agreed upon a protocol within the context of Incapacity for Work. This protocol is included in this Collective Agreement as Annex V.

Chapter VII Job and pay scale classification

Article 18

Job classification

1. Job classification is carried out based on the job evaluation system agreed between the parties.
2. For employees placed in a higher position than given in salary scale H, the employer must determine the job position and the salary in writing.
3. There is a Sectoral Institute for Transport and Logistics, Postbus 308, 2800 AH Gouda, tel. no. 088-2596110. One of the tasks of this sectoral institute is to promote the classification of jobs in the professional goods transport by road and the hire of mobile cranes in accordance with the agreed job assessment system. An information book containing the job classifications can be obtained from this sectoral institute. Further information can be found at www.stlwerkt.nl.

Article 19

Job grading on commencement of employment

1. On commencing employment, the employee is placed in the salary scale appropriate to his position at the increment that corresponds to the number of continuous years of experience in the same or a similar positions, both in this and in other sectors, immediately prior to commencing employment. In determining the number of years of experience, breaks of less than two years are not taken into account.
2. If the experience was not gained in the same job, but in a similar one, the employee may, for a maximum of 1 year, be placed in the appropriate salary scale one increment lower than the years of experience in that similar job. After that year, the employee will be placed on that step corresponding to their years of experience.
3. At the time of hire, the employer may stipulate that the employee will be placed on a lower increment in the appropriate pay scale during the probationary period. With retroactive effect to the date of commencement of employment, after the probationary period, the employee shall be placed on the increment corresponding to the number of years of experience, as determined in accordance with paragraph 1 of this article.

Article 20

Youth wages

- 1.a. The following percentages of the statutory minimum wage apply to employees aged 20 and younger who do not hold a valid certificate of professional competence for driving a lorry or the legally required TCVT certificate of professional competence for operating a mobile crane:

15 years	45%
16 years	50%
17 years	56%
18 years	63%
19 years	72%
20 years	83%

- 1.b. The higher remuneration in accordance with paragraph 1.a. takes effect upon

reaching a higher age.

- 2.a. Employees aged 20 and younger who hold a valid certificate of professional competence for driving a lorry, the legally required TCVT certificate of professional competence for operating a mobile crane are subject to the following percentages of increment 0 of the salary scale for their job, with salary scale D as the maximum.

18 years	80%
19 years	90%
20 years	95%

- 2.b. The higher remuneration under paragraph 2a shall only apply if the employee referred to in this paragraph actually has to drive a lorry or operate a mobile crane in his daily work.

Article 21

Award of incremental pay rises

1. The employer may grant the employee a salary corresponding to a higher grade in the same salary scale than that he is entitled to by virtue of his years of experience.
- 2.a. In the event of the normal performance of his duties, after each full year of work the employee is granted a salary increase equal to one increment of the salary scale in which he is classified, until he has reached the maximum of that salary scale.
- 2.b. If the employer can demonstrate that the work is being performed inadequately and does not wish to award an increment increase, he must inform the employee of this in writing, stating the reasons. The notification must be received no later than one month before the increment increase would take effect.
- 3.a. When commencing employment, the employer may grant an employee aged 21 or above a salary that corresponds to a higher grade in the same salary scale than that he is entitled to by virtue of his years of experience.
- 3.b. When an employee who has not yet reached the age of 21 enters into service, it may be stipulated that a higher age than the employee's actual age shall be taken into account when determining and increasing the salary.
4. If the employer has applied the provisions of paragraphs 1, 3a or 3b, paragraph 2 remains fully applicable.

Article 22

Persons aged 21 and above

- 1.a. When an employee reaches the age of 21, he is placed on increment 0 of the applicable pay scale.
- 1.b. Contrary to paragraph 1a, an employee who has reached the age of 21, but who does not yet possess the specific professional and/or company knowledge needed to hold a positions in salary scales A, B and C may be placed in increment -1 in his salary scale. The -1 step is calculated based on the legal minimum wage and the 0th step of the pay scale and is determined on the average of these 2 levels. In the event of an adjustment to the statutory minimum wage or the 0 increment of a wage scale, the -1st increment must also be adjusted accordingly.

- 1.c. The employer shall give the employee referred to in paragraph b the opportunity to follow the education/training needed for the job.
- 1.d. As soon as the education/training referred to in paragraph c has been successfully completed, the employee shall be placed in increment 0 of his salary scale.
- 1.e. Article 21 also applies in full to the awarding of increments.

The minus increment amounts on 1 January 2023 are:

Pay scale / increment	amounts per: hourly wage at			100%	130%	150%
	week	4 weeks	month			
A -1	461.67	1846.68	2004.07	11.54	15.00	17.31
B -1	474.25	1897.00	2058.77	11.86	15.41	17.78
C -1	485.12	1940.48	2106.03	12.13	15.77	18.19

Article 23

Classification of job positions

- 1. Placement in a lower rated position.
 - a. an employee who, due to circumstances that cannot be attributed to them or their intentions, and other than at his own request, is assigned to work in a job with a lower grade shall be placed in the lower salary scale after 13 weeks.
 - b. correction of an overestimate resulting in a classification in a lower wage scale shall take effect one week after the employee has been notified in writing by their employer.
 - c. reclassification according to paragraphs a and b shall take place at the next lower amount in the new salary scale. The resulting pay difference is converted into a personal allowance.

This personal allowance is reduced by the number of steps to be granted or initial wage increases. The personal allowance is reduced by at least 25% a year.

For reclassifications under paragraphs a and b, the personal allowance will not be phased out for employees aged 55 or above.

- 2. Placement in a higher rated position.
 - a. an employee who is placed in a higher pay scale as a result of a change of duties shall be classified at the next higher amount in that pay scale from the first full week of performing that higher job.
 - b. correction of an underestimate resulting in a classification in a higher wage scale shall take effect from the time of written notification by the employee. Reclassification takes place at the next higher amount in the new pay scale.

Article 24

Appeal procedure

1. If an employee does not agree or no longer agrees with the description of the job he has been appointed to or objects to his job being placed in one of the salary scales referred to in Article 25, he should try to resolve the objection by normal consultation, as set out in Annex I.
- 2.a. If a satisfactory solution is not reached within one month through the procedure indicated in paragraph 1, the employee may submit his objection in writing to the Professional Job Assessment Committee for Professional Goods Transport by Road and Mobile Crane Hire. The rules governing this Committee are set out in Annex II.
- 2.b. An appeal by a former employee may be considered if the ruling may have consequences for a statutory benefit based on the last received salary, or if the subdistrict court requests this in civil proceedings. This only applies if the employment contract was not terminated more than one year ago.
3. If an objection to the placement in a wage scale is made to the Appeals Committee, the date of submission of that objection shall be decisive for the classification in the correct wage scale, should that prove necessary.
4. Appeals should be addressed to: Beroepscommissie Functiewaardering
Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen, Postbus 308, 2800 AH Gouda.

Article 25

The tables below apply to employees working for companies previously covered by the Collective Agreement for the Carriage of Goods by Road and Mobile Crane Hire. Different wage tables apply to employees who work for companies that previously fell under the Collective Agreement Goederenvervoer Nederland. These can be found under Article 69D.

1. Job grade scales as of 1 January 2023 (+7.5%)

Pay scale/ increment	Amounts per:			Hourly wage at:		
	Week	4 weeks	Month	100%	130%	150%
A' 0* WML	446.40	1785.60	1934.40	11.16	14.51	16.74
A' 1	456.54	1826.16	1985.04	11.41	14.83	17.12
A' 2	474.80	1899.20	2064.43	11.87	15.43	17.81
A' 3	493.79	1975.16	2147.00	12.34	16.04	18.51
A' 4	513.54	2054.16	2232.87	12.84	16.69	19.26
A' 0	476.94	1907.76	2073.74	11.92	15.50	17.88
A 1	496.02	1984.08	2156.69	12.40	16.12	18.60
A 2	515.86	2063.44	2242.96	12.90	16.77	19.35
A 3	536.49	2145.96	2332.66	13.41	17.43	20.12
A 4	557.95	2231.80	2425.97	13.95	18.14	20.93
A 5	580.27	2321.08	2523.01	14.51	18.86	21.77
A 6	603.48	2413.92	2623.93	15.09	19.62	22.64
B 0	502.10	2008.40	2183.13	12.55	16.32	18.83
B 1	522.18	2088.72	2270.44	13.05	16.97	19.58
B 2	543.07	2172.28	2361.27	13.58	17.65	20.37
B 3	564.79	2259.16	2455.71	14.12	18.36	21.18
B 4	587.38	2349.52	2553.93	14.68	19.08	22.02
B 5	610.87	2443.48	2656.06	15.27	19.85	22.91
B 6	635.30	2541.20	2762.28	15.88	20.64	23.82
C 0	523.84	2095.36	2277.66	13.10	17.03	19.65
C 1	544.79	2179.16	2368.75	13.62	17.71	20.43
C 2	566.58	2266.32	2463.49	14.16	18.41	21.24
C 3	589.24	2356.96	2562.02	14.73	19.15	22.10
C 4	612.81	2451.24	2664.50	15.32	19.92	22.98
C 5	637.32	2549.28	2771.07	15.93	20.71	23.90
C 6	662.81	2651.24	2881.90	16.57	21.54	24.86
D 0	557.70	2230.80	2424.88	13.94	18.12	20.91
D1	580.01	2320.04	2521.88	14.50	18.85	21.75
D 2	603.21	2412.84	2622.76	15.08	19.60	22.62

Pay scale / increment	Amounts per:			Hourly wage at		
	Week	4 weeks	month	100%	130%	150%
D 3	627.34	2509.36	2727.67	15.68	20.38	23.52
D4	652.43	2609.72	2836.77	16.31	21.20	24.47
D 5	678.53	2714.12	2950.25	16.96	22.05	25.44
D 6	705.67	2822.68	3068.25	17.64	22.93	26.46
E 0	584.93	2339.72	2543.28	14.62	19.01	21.93
E 1	608.33	2433.32	2645.02	15.21	19.77	22.82
E 2	632.66	2530.64	2750.81	15.82	20.57	23.73
E 3	657.97	2631.88	2860.85	16.45	21.39	24.68
E 4	684.29	2737.16	2975.29	17.11	22.24	25.67
E 5	711.66	2846.64	3094.30	17.79	23.13	26.69
E 6	740.13	2960.52	3218.09	18.50	24.05	27.75
E 7	769.74	3078.96	3346.83	19.24	25.01	28.86
F 0	611.35	2445.40	2658.15	15.28	19.86	22.92
F 1	635.80	2543.20	2764.46	15.90	20.67	23.85
F 2	661.23	2644.92	2875.03	16.53	21.49	24.80
F 3	687.68	2750.72	2990.03	17.19	22.35	25.79
F 4	715.19	2860.76	3109.65	17.88	23.24	26.82
F 5	743.80	2975.20	3234.04	18.60	24.18	27.90
F 6	773.55	3094.20	3363.40	19.34	25.14	29.01
F 7	804.49	3217.96	3497.92	20.11	26.14	30.17
F 8	836.67	3346.68	3637.84	20.92	27.20	31.38
G 0	645.84	2583.36	2808.11	16.15	21.00	24.23
G 1	671.67	2686.68	2920.42	16.79	21.83	25.19
G 2	698.54	2794.16	3037.25	17.46	22.70	26.19
G 3	726.48	2905.92	3158.74	18.16	23.61	27.24
G 4	755.54	3022.16	3285.09	18.89	24.56	28.34
G 5	785.76	3143.04	3416.48	19.64	25.53	29.46
G 6	817.19	3268.76	3553.14	20.43	26.56	30.65
G 7	849.88	3399.52	3695.28	21.25	27.63	31.88
G 8	883.87	3535.48	3843.07	22.10	28.73	33.15
G 9	919.22	3676.88	3996.77	22.98	29.87	34.47
H 0	680.45	2721.80	2958.60	17.01	22.11	25.52
H 1	707.67	2830.68	3076.95	17.69	23.00	26.54
H 2	735.98	2943.92	3200.04	18.40	23.92	27.60
H 3	765.42	3061.68	3328.05	19.14	24.88	28.71
H 4	796.04	3184.16	3461.18	19.90	25.87	29.85
H 5	827.88	3311.52	3599.62	20.70	26.91	31.05

Pay scale / increment	Amounts per:			Hourly wage at		
	week	4 weeks	month	100%	130%	150%
H 6	860.99	3443.96	3743.58	21.52	27.98	32.28
H 7	895.43	3581.72	3893.33	22.39	29.11	33.59
H 8	931.25	3725.00	4049.08	23.28	30.26	34.92
H 9	968.50	3874.00	4211.04	24.21	31.47	36.32
H 10	1007.24	4028.96	4379.48	25.18	32.73	37.77

* adjusted to the statutory minimum wage/WML

2. In January 2023, the employee, employed on 2 January 2023, will be paid a one-off payment of €250.00 gross. For part-time employees, a proportional amount to be calculated in accordance with Article 8 paragraph 3c applies.

Artikel 26a

Wage calculation

- 1.a. Job grade wages apply to 160 working hours per four-week period and 173.92 working hours a month.
- 1.b. The provisions under a. do not affect the fact that payment to the employee of at least 40 hours per week is guaranteed. At least 32 hours a week must be guaranteed in a week in which a waiting day is applied, as referred to in article 16, paragraph 5 of this Collective Agreement.
- 2.a. All working hours are paid out after deduction of the break times according to the scale in Annex III and the uninterrupted rest time, with a minimum of the rest times prescribed in EC Regulation 561/2006 (see Annex III).
A maximum of 11 consecutive hours of rest can be recorded for boat and train hours in a 24-hour period, taking into account the break time scale under Annex III.
- 2.b. Hours of service must be recorded by the employee on a timesheet to be provided by the employer. Records must also be kept of the hours spent resting, taking breaks and making corrections.
- 2.c. The timesheet must contain at least the following information:
 - the date
 - the shift hours and the daily totals thereof
 - the rest period
 - the breaks
 - corrections
 - the name and signature of the driver
- 2.d. The employee is given a copy of the timesheet signed for approval after the employer has checked it.
- 2.e. The employee must notify the employer in writing of any objections within three months of receiving the timesheet referred to in 2.d. If the employee does not exercise this right, the timesheet will serve as proof from that moment on.

- 2.f. The employer must keep the completed timesheet for at least one year after the date it was completed.
- 2.g. The corresponding tachograph discs must be submitted to check the timesheets.
- 2.h. When using electronic time registration systems, the employer and employee are exempt from the obligations referred to under 2b to 2g. After each journey, the employee must be given an uncorrected printout of the data referred to in 2c. If the employee makes a one-off request to this effect, the employer is also obliged to provide the employee, once per payment period, electronically or otherwise, with a clean printout from the on-board computer showing the data per the information referred to in paragraph 2c.
- 3.a. The employer may standardise the duration of the work based on socially and economically justifiable practical experience and base the wage calculations on this. However, the employer must first obtain the consent of the employees and employers' organisations after prior consultation with the works council or employee representative body.
- 3.b. The provisions under 3.a. apply in full if the hours of service in the company are determined using electronic time registration systems.
- 3.c. If the circumstances underlying a standards regulation change, the regulation must be reassessed and adapted accordingly.
- 3.d. A standardisation provision does not relieve the employee of the obligation to complete and submit the timesheet.
- 3.e. In all cases, the regulation of standards shall be laid down in writing and reported for registration to the secretariat of the Collective Agreement parties, PO Box 3008, 2700 KS Zoetermeer, within two weeks of the date.
- 4.a. Standardisation may be applied to activities such as driving, loading, unloading and waiting time, in the event of double manning, on the understanding that the total remuneration for all hours of work performed shall amount to between 85% and 100%. There is double manning for international journeys if a trip is made by at least two drivers with equivalent duties, both in terms of job content and time allocation.
- 4.b. To use the above scheme, the companies must report their existing remuneration policy for double-manned trips to the Collective Agreement parties before 1 May 2006. Companies that have not communicated their existing remuneration policy for double-manned trips by 1 May 2006 are not expected to apply any standardisation.
- 4.c. Companies wishing to introduce a new remuneration policy for double-manned trips after 1 May 2006 will need to agree on this with the trade unions.
The following should be taken into account:
- the total remuneration for all hours worked shall amount to 85% after two years at the latest unless the company agrees on a higher remuneration with trade unions
 - consultations shall be held with the trade unions on phasing out the difference between the old and the new arrangement for staff already in employment. This phasing-out arrangement will lapse after two years
 - the old scheme will be maintained and there is no reduction for employees aged 55 or above when this Collective Agreement takes effect
 - the new arrangement must be reported to the Collective Agreement parties.

Article 26b

Control over working hours

1. Employees wishing to do so are given the opportunity to choose a maximum number of hours on a calendar year basis. This wish can be expressed only once per year and must be made known well before the start of a calendar year.
The employee can choose from a number of standard options of 3120, 2860, 2600, 2340 or 2080 hours a year.
The employer and employee decide in consultation whether an agreement can be reached on the maximum number of hours.
2. The indicated annual maximum is converted back to an average of hours per 4 weeks.
3. If the employee and employer agree on a maximum of 2340 or 2080 hours, the salary guarantee will be adjusted from 40 hours a week to 160 hours per 4 weeks pursuant to Article 26a paragraph 1b. The other standard options of 3120, 2860 and 2600 hours can only be agreed on the employee's request.
If no hourly maximum is agreed, Article 26a paragraph 1b shall remain fully in effect.
4. If the agreed maximum annual hours are exceeded by more than 5%, the employee shall receive time in lieu equal to 15% of the excess.
5. The number and days of the week on which work is carried out are agreed in consultation between the employee and the employer in accordance with the provisions of Article 2 of the Flexible Work Act.
6. This article is introduced as an experiment for the duration of this Collective Agreement.

Article 26c

Sustainable employment

1. Employees aged 55 and over cannot be required to work shifts. The employer and employee will determine in mutual consultation whether this can be implemented. The employee must indicate at the beginning of each calendar year if they wish to use this exception.
2. Employees aged 55 and over cannot be obliged to work nights (more than 1 hour between 0.00 and 06.00 hours). The employer and employee will determine in mutual consultation whether this can be implemented. The employee must indicate at the beginning of each calendar year if he wishes to use this exception.
Existing agreements made with employees who previously fell under the Collective Agreement Goederenvervoer Nederland will be respected.
3. To contribute to employees' sustainable employability and give them more insight into this, the Sector Institute Transport and Logistics will further promote the use of employability and career scans and a vitality programme. Employees can make use of these instruments once every three years.

Chapter IX Overtime

Article 27

Definitions of overtime

1. Overtime is defined as hours, not falling on Saturday or Sunday, by which the 40-hour working week is exceeded.
2. For mobile personnel in double manned vehicles, overtime is defined as hours not falling on Saturday after 07.00 hours or Sunday with which the working time of 40 hours per week is exceeded.

Article 28

Obligation to work overtime for older employees

Employees aged 55 and above cannot be required to work overtime. The employee must indicate at the beginning of each calendar year if they wish to use this exception. The employer and employee will determine in mutual consultation whether this can be implemented. Existing agreements made with employees who previously fell under the Collective Agreement Goederenvervoer Nederland will be respected.

Article 29

Compensation for overtime

1. Overtime will be rounded up to half hours; overtime of less than 15 minutes will not be considered for overtime pay. When an onboard computer is used, overtime is not rounded off.
2. The provisions on overtime pay shall not be applied in respect of:
 - employees who are authorised by written agreement to instruct other employees to work overtime
 - overtime resulting from a delay in transport, unless this delay was caused through no fault of the employee's and lasts longer than 15 minutes
 - the overtime that has arisen through the employee's own fault or actions.
3. With due observance of Article 30, overtime shall be paid at the hourly rate plus a 30% allowance.
4. Contrary to the provisions of paragraph 3, administrative and technical staff receive a 100% allowance for overtime worked on scheduled days off and 30% for hours worked on Sundays under the duty roster.

Article 30

Mandatory time-for-time scheme

1. Hours worked on Mondays to Fridays over and above 220 hours per four-week pay period must be paid for in time off.
2. The employer has the right to operate, contrary to paragraph 1, a time-for-time limit of 230 hours. During the term of the Collective Agreement, a change in the time-for-time limit is only permitted once.
3. For mobile workers in double-manned vehicles, notwithstanding paragraphs 1 and 2,

a time-for-time limit of 240 hours per 4 weeks applies.

4. In the case of alternating transport on single and double-manned vehicles, a standard to be calculated between 220 and 240 hours respectively per 4 weeks applies.
- 5.a. Each hour of duty over and above the applicable time-for-time limit entitles the employee to one hour off.
- 5.b. Contrary to the provisions of paragraphs 1 and 5a, the employee or employer can consult on how time-for-time is recompensed. Employees may have themselves represented by the contracting parties on the employees' side. If time-for-time hours are paid out, this must be done at 130% of the hourly wage.
- 6.a. The compensation in time is taken within 12 weeks of the payment period in which the additional hours arose. Exceptions can only be made in special cases. The compensation in money is payable at the latest in the payment period following the payment period in which the additional hours arose.
- 6.b. The limit referred to in paragraph 6a may be exceeded to prevent the employee from facing seasonal unemployment.
7. The compensation in time will be given as much as possible in blocks of at least three days.
8. For each day off under this scheme:
 - for a time-for-time limit of 220 hours 11 x the hourly wage will be recompensed
 - for a time-for-time limit of 230 hours 11.5 x the hourly wage will be recompensed
 - for a time-for-time limit of 240 hours 12 x the hourly wage will be recompensed subject to the simultaneous deduction of the number of hours saved by 11, 11.5 or 12 hours respectively, unless the employee requests an arrangement in which 8 hours are paid for each day off.
9. On a day on which no work is done under a duty roster, shift or working hours regulation, no time off may be granted in the context of the time-for-time scheme.
10. The employer and employee must consult in good time on the period in which the hours saved are to be taken.
11. For each payment period, the employer shall include with or on the payslip a statement of the total number of hours saved, on simultaneous deduction of the hours taken in the preceding payment period.

Article 31

Voluntary time-for-time scheme.

1. The employer may, in consultation with the Works Council/employee representative body or, in the absence thereof, with the individual employees, set a voluntary time-for-time scheme at a lower limit than that referred to in Article 30(1) and (3), but never lower than 160 hours per 4-week payment period. Hours worked on Saturdays can also be included in the voluntary time-for-time scheme.
2. Paragraphs 6, 7, 9 and 11 of Article 30 apply mutatis mutandis.
3. With the exception of Saturday hours, each hour of duty that is accumulated under the

voluntary time-for-time scheme between 160 hours and the limit pursuant to Article 30(1) and (3) shall entitle the employee to 1.3 hours of free time or 1 hour of free time and an allowance of 30% of the hourly wage. Saturday hours accrued under the voluntary time-for-time scheme entitle the employee to 1.5 hours of free time or 1 hour of free time and an allowance of 50% on the job hourly wage.

4. Time-for-time hours must be accrued before they can be taken. A negative balance of time-for-time hours is therefore not permitted.
5. A maximum number of hours to be accrued must be included in the voluntary time-for-time scheme.
6. The term of the agreed voluntary time-for-time scheme is a maximum of the term of this Collective Agreement.
7. The inclusion of time-for-time hours must be announced in advance.
8. The voluntary time-for-time scheme signed by the employer and Works Council/staff representatives or individual employees is laid down in writing and reported to the secretariat of the Collective Agreement parties, PO Box 3008, 2700 KS Zoetermeer. Schemes which have not been signed or notified or which contravene the abovementioned cross-compliance requirements shall not be considered to have been agreed.

Article 32

Sundays and public holidays

No work is performed on Sundays or on generally recognised Christian and national holidays, unless the nature or interests of the company dictate otherwise.

Generally recognized Christian holidays are: New Year's Day, Easter Monday, Ascension Day, Whit Monday and Christmas Day and Boxing Day.

National holidays are: King's Day and days on which extra paid leave may be granted on the grounds of a government designation. May 5 is designated as a national holiday every five years (if the year ends in a 0 or a 5).

King's Day is considered the day on which, according to Royal Decree, the occasion is celebrated.

Article 33

Compensation for duty hours on Saturdays, Sundays and public holidays

1. All duty hours on Saturdays are compensated by payment of the hourly rate of pay plus a 50% allowance.
2. Contrary to paragraph 1, for mobile personnel in double manned vehicles, all working hours on Saturday after 07.00 hours are remunerated by payment of the hourly rate plus 50% allowance.
3. If a public holiday as referred to in Article 32 falls on a Saturday, contrary to paragraph 1 the hours of service shall be remunerated in accordance with paragraph 6 of this Article.
4. If King's Day is celebrated on a Saturday, contrary to the provisions of paragraphs 1 and 2 of this article, working on this day shall be remunerated by payment of a 100% allowance.
5. All duty hours on Sunday are compensated by payment of a 100% allowance on the hourly wage.
6. An employee who works on a public holiday as referred to in Article 32 - which does not fall on a Sunday - is paid for the hours of service. As additional compensation, the employee may choose between:
 - a rest day on a day to be determined by the employer after consultation with the employee. This rest day will be enjoyed within 8 weeks. For this compensatory rest day, 8 hours of service shall be included in the pay calculation
 - an allowance of 100% of the hourly wage.

Article 34

Free weekends

The driving personnel must have at least 13 free weekends per six calendar months. This means that, as a rule, they must have 48 consecutive hours off between Friday 12:00 and Monday 12:00, but at least 45 hours.

Article 35
Duty roster

With regard to working on public holidays, the employer shall draw up an annual duty roster; the work shall be distributed among the employees as far as possible.

Chapter IX Allowances

Article 36

Shift work allowance

1. Shift work is the structural performance of work in a rotating system according to a duty roster. This must involve at least two shifts per day for 5 days a week or 10 days every two weeks. There must be at least 8 hours between the starting times of two shifts.
If the employer decides to introduce a shift system, the shift system shall be implemented by and in consultation with a previously selected shift of employees.
2. If the employee works shifts, they shall receive
 - In a two-shift system with an early shift starting at or after 05.00 hours and a late shift, not being a night shift, starting at or after 14.00 hours, an allowance of 8.75% of the prevailing job wage
 - In a two-shift system with a day shift and a night shift which begins on or after 22:00 hours or ends after 02:00 hours, an allowance of 11.25% of the job wage applicable to them
 - In a system of 3 or more shifts, an allowance of 13.75% of the job wage applicable to them.
3. If a higher allowance was paid on 1 April 1979 than mentioned in paragraph 2, this allowance remains applicable.

Article 37

Allowances matrix

- 1) For one-day journeys, an allowance of 19% of the hourly wage applies for the hours of service between 21:00 and 05:00 on Mondays to Sundays.
- 2) If the allowance for allowances matrix and the shift work allowance as referred to in Article 36 concur, only the shift work allowance will be paid.
- 3) The allowance matrix and any overtime allowances are separate allowances that may apply simultaneously.

Article 38

A) Dirty work allowance

The employer may grant an allowance to those who work with articles that are harmful to health and/or cause considerable pollution, amounting to a gross maximum of EUR 36.73 per 4 weeks and EUR 39.90 per month respectively.

B) Cold work allowance

A gross allowance of € 36.73 per 4 weeks or € 39.90 per month respectively shall apply for structural work in cold stores.

Chapter XII Reimbursement

Article 39a

Reimbursement of commuting expenses

1. Employees are entitled to the applicable tax maximum net kilometre reimbursement with a maximum of 35 km (one-way) under reduction of the first 10 km.
This means travel expenses of €0.21 per kilometre for 2023.
The maximum reimbursement per one-way travel is then $25 \times €0.21 = €5.25$.
2. The commuting distance is determined using the ANWB route planner, from home address to place of employment based on the "shortest route" option. The one-way travel is rounded up to whole kilometres (0.5 and above up, below 0.5 down).
3. The employee is not entitled to travel expenses if the employer provides transport.
4. The travel reimbursement is paid only for the days when actual commuting took place.
5. If the commuting distance increases due to the employee's relocation, the employer is not obliged to reimburse the excess travel expenses.
6. This arrangement may be deviated from positively, in favour of the employee.

Article 39b

Reimbursement of travel expenses otherwise

1. Employees who are on duty outside their place of work shall be reimbursed for the travelling expenses actually paid, except in cases where a separate secondment arrangement has been made. This is only different if:
 - the journey took place using free transport or
 - the journey could have taken place using free transport if the employee had requested this in good time.
- 2.a. If the company relocates and employees are transferred, the additional commuting expenses will be reimbursed for one year per the maximum net kilometre allowance for tax purposes applicable in that year.
- 2.b. The extra travel time resulting from paragraph 2a shall be compensated for one year based on the hourly wage applicable to the employee, on the understanding that this time shall not be included in the determination of overtime.

Article 40

Accommodation expenses

1. The employee will be reimbursed for the costs incurred en route, consisting of meals, other refreshments and sanitary facilities, under the scheme set out in paragraph 3 of this article. This does not include the cost of accommodation, cabin fittings, exchange rate differences, tips paid, telephone charges and other costs.
2. Paragraph 1 may be departed from if a separate secondment arrangement has been made or if the employer has made an arrangement whereby the employee may use the company canteen facilities free of charge. These company canteen facilities shall be of a level commensurate with the rights that can normally be derived from the chart

below.

3. The net accommodation allowance as of January 1, 2023 is:
- 3.a. A one-day trip means a trip where the departure and arrival are within 24 hours.
- absent from work location for less than 4 hours no untaxed allowance
 - absent from work location for longer than 4 hours € 0.72 per hour
 - between 18.00 and 24.00 hours:
 - if departure before 14.00 hours € 3.31 per hour
 - if departure is after 14.00 hours and there is an absence duration of at least 12 hours an extra allowance of € 13.79
- 3.b. For multi-day journeys:
- First day € 1.45 per hour
 - between 17.00 and 24.00 hrs in case of departure before 17.00 hours € 3.31 per hour
- 3.c. Interim days (12 x 1.45 + 12 x 3.31) € 57.12 per day
- Last day € 1.45 per hour
 - between 18.00 and 24.00 hours € 3.31 per hour
 - between 24.00 and 06.00 hours € 1.45 per hour
 - between 24.00 and 06.00 hours if arrival after 12.00 hrs € 3.31 per hour

Article 41

Transfer allowance up

Employees who do not stay at their place of work during a weekend or a (foreign) public holiday when they are not or cannot be assigned to work on that day will receive an additional allowance of € 13.79 net and € 24.59 gross per day for the extra costs of the non-voluntary stay.

Article 42

Consignment fee

The employee who has been instructed to be available for work is entitled to the following payment for the hours for which they have been available in accordance with the instruction. This allowance amounts to € 3.09 gross per hour with a maximum of € 24.72 gross per 24 hours.

The following conditions apply:

- a. the employee must have been informed in advance that he must be available to work for a certain period of time determined in advance and must answer a call to start the shift.

- b. the employee is not eligible for the on-call allowance if he is on duty and in the company premises and/or in or around the vehicle.
- c. the employee shall also not be eligible for the on-call allowance if he receives a one-off call for duty at a specific time in any 24-hour period.
- d. there can be no concurrence of salary and/or other allowances with this on-call allowance.

Article 43

General training

If training other than that referred to in Article 44 is followed on the instructions of the employer or followed to maintain Code 95 and the TCVT certificate and/or on the grounds of a statutory obligation attached to the job, the employee shall be reimbursed for the course costs, examination fees and travelling expenses (in accordance with the maximum net kilometre allowance for tax purposes applicable in that year). Furthermore, the employer will reimburse the course time at 100%. These hours do not count towards the calculation of overtime and are not compensated as Saturday or Sunday hours.

Article 44

A) Allowance for ADR certificate

To obtain and periodically maintain the ADR certificate on behalf of the employer, the employer will reimburse the course costs, examination fees and travelling expenses (in accordance with the fiscal maximum net kilometres allowance applicable in that year). Furthermore, the employer will reimburse the course time spent in this regard with a maximum of 40 wage hours (at 100%). These hours do not count towards the calculation of overtime.

B) Allowance for forklift certificate

The employer will reimburse the course costs, examination fees and travelling expenses (in accordance with the fiscal maximum net mileage compensation applicable in that year) for obtaining and periodically maintaining the forklift truck certificate on the instructions of the employer and/or periodically maintaining the forklift truck certificate at the request of the employee. Furthermore, the employer will reimburse the course time spent in this regard with a maximum of 40 wage hours (at 100%). These hours do not count towards the calculation of overtime.

Article 45

Study costs scheme

The employer may present a study cost scheme to their employees before the training commences with regard to the costs referred to in Articles 43 and 44 if such training is not undertaken at the employer's behest or under a legal obligation imposed on the employer.

This study cost scheme obliges the employee:

- if the employee resigns within one year of obtaining the diploma/certificate: to reimburse 75% of the cost of the training received
- if the employee resigns within two years of obtaining the diploma/certificate: to reimburse 50% of the cost of the training received
- if the employee resigns within three years of obtaining the diploma/certificate:

to reimburse 25% of the cost of the training received.

Article 46

Death Benefit

1. The employer is required to provide benefits to the next of kin after the death of an employee.
2. The payment will be made over the period starting on the day of death and ending on the last day of the second month after the month in which the death occurred.
3. The benefit must be calculated according to the last gross salary earned by the employee.
4. The next of kin are:
 - a. the longest living spouse from whom the employee was not permanently separated or the person with whom the employee cohabited.²
 - b. in the absence of the person referred to under a, the minor legal or acknowledged natural children.
 - c. in the absence of the persons referred to under a and b, the persons for whom the deceased largely covered the living expenses and with whom he lived in a family context.³
5. The benefit may only be reduced by the surviving relatives' death benefit under the WAO/WIA.

² Unmarried cohabitation occurs if two unmarried persons run a joint household, except for first-degree relatives.

³ "living in a family context" is deemed to be a situation where the persons concerned have their main residence in the same house, if they show concern for each other by contributing to the costs of the household, or if they provide for each other's care in some other way.

Chapter XIII Allowances for mobile crane workers

Article 47

Travelling time for the mobile crane worker

1. Travelling time is defined as the time spent travelling from home to work (not being the place of employment) and back.
2. For the calculation of the travel time it is assumed that 60 km is covered per hour.
3. Travelling time will be reimbursed by the employer on the basis of 100% at the hourly rate applicable to that employee with the exception of the first 60 minutes per day if:
 - a. the work takes place in a municipality other than the employee's place of residence, and
 - b. the travelling time is spent with:
 - a public means of transportation
 - a means of transport made available by the employer, other than a crane
 - a private vehicle.

Article 48

Travelling expenses for the employee working on mobile cranes

1. An employee to whom travel time is reimbursed under Article 47 paragraph 1 is entitled to reimbursement of travelling expenses.
2. The employer is entitled to designate a means of transport by which the employee must travel, except for the employee's own means of transport.
3. The costs of travelling by public transport will be reimbursed in the lowest class.
4. The reimbursement for the use of the employee's own car amounts to € 0.23 per kilometre driven. If several people travel together on the employer's instructions, the reimbursement shall be € 0.25 per kilometre.
5. The fastest travel distance is decisive in determining the number of kilometres eligible for reimbursement.

Article 49

Accommodation expenses for employees working on mobile cranes

1. The amounts provided for in Articles 40 and 41 apply to the reimbursement of accommodation costs.
2. If it would be unreasonable for the employee to return home every day due to work, this to be decided at the discretion of the employer, the employee must stay overnight at the site. If the mobile crane does not have a sleeping cabin, the accommodation costs will be reimbursed. There shall be no cumulation with the allowances referred to in Articles 40 and 41.

Article 50

Sickness and accidents abroad

1. If the employee resides outside the Netherlands on account of the work assigned to him and is affected there by illness or accident, he may claim compensation from the employer:
 - a. the costs of essential medical care
 - b. the costs of transport, insofar as such transport is necessary to undergo the medical care
 - c. the necessary costs of accommodation and food until his state of health allows him to return to the Netherlands
 - d. the necessary costs of transport to their place of residence or stay in the Netherlands.
 - e. the costs of transporting the mortal remains of the deceased to their place of residence.
2. The entitlements referred to in paragraph 1 shall not exist in so far as the worker is entitled to equivalent benefits under any national legislation or any international agreement or under an insurance contract covering the employee.
3. The employee may not claim reimbursement of the costs referred to in paragraph 1 under a. and b. if, through his own fault or actions, he cannot derive any entitlements from the insurance applicable to him.
4. If the employee, who finds himself in the circumstances described in the opening words of paragraph 1, finds himself in mortal danger, he can lay claim to reimbursement of the costs for his blood relatives in the first degree as well as for his spouse:
 - a. the necessary costs of transport from their place of residence to their place of stay and back
 - b. the necessary costs of lodging and meals until his life is no longer a threat.

Article 51

Accident insurance

1. The employer is obliged to take out accident insurance for each employee, either collectively or individually. The costs of this insurance shall be borne entirely by the employer.
2. The employer shall provide each employee with a copy of the policy or a summary of the policy conditions and also (if possible annually) with proof of insurance.
3. The insurance referred to under 1 must meet at least the following conditions:

- a. the risks listed below must be fully covered both in and out of service. Exceptions are formed by the commonly occurring exclusions for activities outside of working hours and are stated in the policy terms and conditions.
 - b.1. in the event of the death of (one of) the insured person(s), a benefit must be paid to the insured person's surviving relatives amounting to the annual income, i.e. the salary pursuant to the Social Insurance (Funding) Act (Wfsv).
 - b.2. Contrary to the provisions of 3.b.1, it may be agreed that a lump sum payment will be provided in the form of a fixed amount equal to the number of working days per year x the maximum daily wage for contributions under the Wfsv.
 - c. in the event of permanent total disability, a lump sum payment shall be made equal to at least twice the annual income referred to under b.
 - d. in the event of permanent partial disability, a lump sum payment shall be made, which is derived from that referred to under c.
 - e. the person entitled to the payment is the insured employee or their surviving relatives. This means: 1st the surviving spouse; 2nd the heirs.
4. If, due to the employer's negligence, there is no entitlement to a benefit as referred to in paragraph 3 in the event of an accident resulting in the death or permanent disability of an employee, the employer shall be obliged to compensate the person or persons concerned.

Article 52

Scope

1. With the agreement of the Collective Agreement parties, the employer may declare this chapter applicable to all or part of the personnel working for the logistics service.
2. If this Chapter is declared applicable, it shall apply in full. Partial application is not permitted. At the request of the employer, the Collective Agreement parties may grant dispensation.
3. Where this Chapter is declared applicable, Articles 10(5), 26, 27, 33 and 36 shall not apply.
4. The employer shall report the application of this chapter to the Collective Agreement parties.

Article 53

Duty roster/working time rules

1. Job grade wages apply to 160 working hours per four-week period and 173.92 working hours per month.
2. Wages shall be paid on the basis of the number of hours scheduled on the understanding that scheduling and payment of at least 160 hours per 4 weeks is guaranteed. If a waiting day pursuant to article 16, paragraph 2 of the Collective Agreement has been applied in a 4-week period, at least 152 hours per 4-week period shall be guaranteed.
3. The employer (with the approval of an employees' organisation involved in the Collective Agreement) shall determine the working hours in a duty roster within the norms of the consultation regulations of the ATW and with due observance of the following rules:
 - a. the working time per day is a minimum of 6 hours and a maximum of 10 hours
 - b. for the part-timer the working hours per day are at least 4 hours
 - c. the working hours per week are a minimum of 24 hours and a maximum of 50 hours
 - d. an employee is scheduled for a maximum of 6 shifts per week
 - e. an employee is scheduled for a maximum of 65 shifts per 13 weeks
 - f. there are no broken shifts
 - g. at least 13 free weekends per six calendar months. This means that, as a rule, you should have 48 consecutive hours off between Friday 12:00 and Monday 12:00, but at least 45 hours.
 - h. overtime hours are the hours by which the 160 hours per 4 weeks is exceeded. To determine the allowance, the hours must be recorded per day.
4. Duty rosters are published 28 calendar days in advance. The employer may announce the duty rosters less than 28 days but at least one day in advance. In that case, the employer shall in all cases announce 28 days in advance which days off are scheduled and which shifts will be worked. The hours worked on a day shift are between 06:00 and 07:00 and 18:00 and 19:00, on an evening shift between 12:00 and 24:00, and on a night shift between 18:00 and 19:00 and 06:00 and 07:00.
5. Employees who are notified of their individual work schedule between 14 days and 4 days in advance will receive an allowance of 5% of their hourly wage for the hours scheduled. Employees who are notified of their individual schedule between 4 days and 1 day in advance will receive an allowance of 10% of their hourly wage for the scheduled hours.
6. Employees who are deployed in the 3-shift or fully continuous work schedule work in a fixed schedule.

Article 54

Employee influence on the schedule

When scheduling, the employee's personal circumstances, wishes, health and care duties shall be taken into account insofar as this can reasonably be required of the employer.

Article 55

Irregular hours allowances

1. The day window covers a period of 12 hours and runs from Monday to Friday 06.00-18.00 or 07.00-19.00 and is determined in consultation with staff representation, works council or an employees' organisation.
2. No allowances apply during the day window from Monday to Friday.
3. With a day window of 06.00-18.00 the allowances are
 - for the hours from Monday to Friday between 18.00-24.00 35% per hour
 - for the hours from Monday to Friday between 0.00-06.00 45% per hour.
4. With a daytime window of 07.00-19.00 the allowances are
 - for the hours from Monday to Friday between 19.00 and 24.00 35% per hour
 - for the hours from Monday to Friday between 0.00-06.00 45% per hour
 - for the hours from Monday to Friday between 06.00 and 07.00 35% per hour.
5. An allowance of 50% per hour applies on Saturdays and 100% on Sundays.
6. The employee and employer may designate days other than Saturday or Sunday as normal scheduled days off in consultation. The allowances normally applicable for Saturday or Sunday then apply for the agreed days off. On Saturday or Sunday, the day window applies.

Article 56

Concurrence of overtime bonus and irregular hours bonus

In the event of a combination of an overtime allowance and an irregular hours allowance, the overtime allowance shall not be paid.

Article 57

By way of derogation from Article 55, hours worked on public holidays shall be paid in accordance with Article 33(6).

Article 58

Reduction of working hours

For employees who are deployed in the 3-shift system or in a fully continuous system, a reduction in working hours may be discussed.

Article 59

Phasing-out matrix

- a. Employees who have worked a permanent 3-shift system or a continuous system for at least two consecutive calendar years are entitled to a phasing-out scheme.

b. During the phasing-out period, the employee is entitled to an allowance over the basic salary in accordance with the phasing-out matrix below, less the irregular hours allowances to be earned during the phasing-out period.

	Full-time	3-shift operation
Current month	20%	12.5%
1st month	20%	12.5%
2nd month	16%	10%
3rd month	12%	7.5%
4th month	9%	5%
5th month	4%	2.5%

Article 60

Wage in case of incapacity for work

In the event of incapacity for work, salary within the meaning of Article 16 shall also be understood to mean the average irregular hours allowance received during the period of 52 weeks preceding the incapacity for work.

Article 61

Holiday allowance

The salary referred to in Article 69 shall also be increased by the average irregular hours allowance received during the period of 52 weeks prior to May of the calendar year in question.

Article 62

Paid leave

Insofar as necessary in derogation from Articles 64 and 65, 8 hours per day shall be taken for holidays, ATV and special leave.

Article 63

Trial

This chapter is being introduced on a trial basis. The application of this chapter shall be evaluated after one year.

Chapter XVI Absenteeism

Article 64

Paid absence

If no work is performed on one or more days, not being scheduled days off, due to one of the following circumstances, 8 hours of work shall be registered per day.

These circumstances are:

- on account of holidays (Article 67a and b)
- time-for-time scheme (Articles 30 and 31)
- on generally recognised Christian and national holidays other than Saturday and/or Sunday (Article 32)
- special leave (Article 65)
- due to illness or accident through no fault or action of the employee concerned, with the exception of the waiting day (Article 16)
- ATV days (Article 68).

Article 65

Special leave

1. If the employee is unable to perform the agreed work on one or more days or parts of days due to one of the following events occurring on the day(s) in question and/or if the leave is taken during the course of the day, he shall be granted special leave:
 - a. when reporting an intended marriage of the employee 1 day
 - b. marriage/registered partnership
 - of the employee 2 days
 - of a child, brother, sister, brother-in-law or one of the parents or parents-in-law of the employee 1 day
 - c. - in the event of the spouse/registered partner giving birth: one times the weekly working hours
 - in accordance with the legal regulation applies to women a maternity leave of 16 weeks
 - d. upon death
 - of the spouse or a family member living at home, step or foster child of the employee, counting from the day of death 4 days
 - of one of the parents, parents-in-law, foster parents or children of the employee not living at home 2 days
 - of a brother, sister, brother-in-law, sister-in-law, one of the grandparents of the employee or the employee's spouse or a grandchild of the employee 1 day
 - e. for the ordination of a child or brother of the employee 1 day
 - f. by the perpetual vows of a child, brother or sister of the employee 1 day
 - g. on the 25th or 40th wedding anniversary of the employee 1 day
on a 25th, 40th, 50th or 60th wedding anniversary of the parents or parents-in-law of the employee 1 day
 - h. when moving
 - other than in the case of a transfer to those who have their own household, up to a maximum amount per calendar year 2 days

- in the event of a transfer, this omission must be arranged in mutual consultation.
- i. after notice of termination of the employment by the employer, for seeking employment with a new employer, if the employee has been in the employer's service without interruption for a period of at least 6 weeks immediately preceding the date of termination, with a maximum of 1 day
- j. when fulfilling a personal obligation imposed by the government without monetary compensation, the fulfilment of which cannot take place in his free time, the time actually needed, up to a maximum of 12 hours
- k. for taking a professional examination, which means an examination designated as such by the employer, the time required for that purpose.
- l. the time needed to consult a general practitioner, dentist, specialist or other medical practitioners and to have medical checks and examinations carried out; the employee must make every effort to schedule the aforementioned appointments so that the performance of their duties is hindered as little as possible.
- m. exercising the right to vote.
- n. for carrying out work on behalf of an employees' organisation.
The central management of an employees' organisation may apply to an employer for one day's organisational leave per calendar year for every ten members employed by this employer who are affiliated to it and to whom this agreement applies to the members with the aforementioned activities.
The number of members per employees' organisation shall be rounded up to the nearest tens, except that an employees' organisation may not claim organisational leave if it has fewer than 10 members at an employer, to which this agreement applies. No more than 20 days of organisational leave can be taken per designated employee per calendar year.
- o. For participation in a training course to prepare for retirement for employees aged 60 and over, for the duration of the course with a maximum of one week and a maximum of once a year.

2. The employee shall be granted a day off with full pay to mark his 25th, 40th or 50th anniversary of employment. This day off is extra and can be taken in consultation between employer and employee.

Article 66

Special leave without pay

Special leave without pay is granted for:

- a. exercising membership of a public body, unless the business interest dictates otherwise
- b. performing work for an employees' organisation which is a party to this Collective Agreement up to a maximum of 6 days per calendar year, unless the business interest dictates otherwise

- c. contrary to the provisions of Article 65 (1) (n), members of employees' organisations who work in companies in which fewer than 10 employees are members of the employees' organisation concerned are entitled to perform work for an employees' organisation for one day a year, unless the business interest dictates otherwise. For the benefit of the employee, the employees' organisation concerned may declare the job wage to the Training and Development Fund.

Chapter XVII Holiday (allowance) and reduction of working hours

Article 67a

Holidays

1. With regard to holidays, with due observance of paragraphs 2 to 8 of this article, -, the statutory provisions provided for in Article 7:634 of the Dutch Civil Code and further are applicable.
2. The holiday year runs from 1 January to 31 December.
3. The normal annual holidays are:
 - a.

for employees aged 16 and below	28 days
for employees aged 17 and 18	26 days
for employees aged 19 to 39	24 days
for employees aged 40 to 44	24 days
for employees aged 45 to 49	25 days
for employees aged 50 to 54	26 days
for employees aged 55 to 59	27 days
for employees aged 60 and over	28 days
 - b. notwithstanding the provisions under a., the annual holiday entitlement is:

for employees with 10 years of service	25 days
for employees with 15 years of service	26 days
for employees with 20 years of service	27 days
for employees with 25 years of service	28 days
for employees with 30 years of service	29 days
 - c. holidays are allocated either on the basis of the length of employment or age, whichever is highest.
 - d. the employee is entitled to the number of days off referred to under a. and b. of paragraph 3, if on 1 July he has reached the age stated in the paragraph or has completed the number of years of service stated in the paragraph without interruption. Any leave of absence while maintaining the employment contract shall not be considered as an interruption.
4. Unless contrary to Article 7:635 of the Dutch Civil Code, the employee shall not be entitled to holidays for the period during which they have no right to remuneration in money due to the non-performance of the stipulated work.
5. The total holiday entitlement shall be rounded up to half days at the end of the holiday year or at the end of the employment if the employee's employment has been continuous for at least 2 months.
- 6.a. The employer shall encourage employees to take their holidays in the current holiday year. To this end, the employer shall draw up proper annual holiday plans in good time in consultation with the employees.

- 6.b. At their request, the employee enjoys three weeks of consecutive holiday insofar as the entitlement is sufficient in the holiday year in question.
- 6.c. Employees over the age of 50 shall, if they so wish, enjoy - insofar as the entitlement in the relevant holiday year is sufficient - 4 consecutive weeks of holiday in a period to be determined by the employer after consultation with the employee.
- 6.d. The employer shall set the dates for the beginning and end of the holidays after consulting with the employee, whereby the start of the consecutive holiday shall as far as possible be in the period from 1 May to 30 September.
- 6.e. The employer may not stipulate that a delay during a trip abroad lasting several days shall be regarded as a holiday, unless otherwise agreed with the employee at his request.
- 6.f. The employer is authorised to designate three mandatory days off each year. These days off must immediately precede or follow one of the public holidays referred to in Article 32. If the employer makes use of this option, it must be announced in writing at least two months in advance.
7. Holidays are granted at the beginning of the calendar year. The actual accrual takes place per payment period. In the event of a negative holiday entitlement balance at the end of the employment contract, these will be settled in the final settlement.
8. For each day of holiday to which the employee is entitled on termination of the employment contract and which is not taken, the job wage for one day plus the holiday allowance and (if applicable) the shift bonus and personal allowance shall be paid.
9. As of 1 January 2019, the value of the 20 statutory days' holiday and of 2 of the days' holiday in excess of the statutory entitlement accrued as of 1 January 2019 consists of the following components:
- The one-day job grade salary plus the personal allowance and the shift bonus
 - The average amount received per day in the previous calendar year for a structural reimbursement of the allowances for Saturday and Sunday hours (Art. 33), the Allowances Matrix (Art. 37) the dirty work allowance (Art. 38A), the cold weather allowance (Art. 38B), the call-out allowance (Art. 42), the travelling hours for workers on mobile cranes (Art. 47) and the irregular hours allowance (Art. 55). Because these allowances are not always of a structural nature, 90% of the total value is included in the calculation
 - The average amount received per day in the previous calendar year in structural compensation for overtime, Saturday and Sunday hours to the extent that these exceed 40 hours per week. Because these allowances are not always of a structural nature, this amount is capped at 22.75% of the job grade salary.
- 10.a. The employer is obliged to keep a record of the holiday days/hours taken by or paid out to the employee.
- 10.b. Amendments regarding the (remaining) number of holidays/hours must be stated on the salary specification.
- 10.c. At the end of employment, the employer shall provide the employee with a statement

showing the final payable number of holiday days/hours.

Article 67b

Personal selection budget (PKB)

1. The mandatory PKB scheme has been abolished. However, it is possible to make voluntary agreements at company level. Employees and employers cannot be obliged to participate in this.
2. The following terms and conditions of employment are assigned to the PKB:
 - a) Two (2) of the four (4) vacation days above the statutory minimum.
 - b) The holidays, above 24 per year, based on age and/or years of service.
 - c) Gross salary, if desired.
3. The PKB is allocated at the beginning of the calendar year. The actual accrual takes place per payment period.
4. The value of a day off is eight times the applicable hourly wage plus holiday allowance and (if applicable) the shift allowance and personal allowance.
5. The employee can make choices per payment period using the balance accrued up to that point. A choice can be made for money, time off or training (both job-oriented and non job-oriented). If free time is chosen then a maximum of 18 days can be purchased.
6. A day off that has already been scheduled and purchased from the PKB will be added back to the PKB balance in the event of illness.
7. If no choices are made, the accrual per payment period continues until the end of the calendar year. The remaining PKB balance, including the purchased but not taken holidays, is paid out in full at the end of the holiday year.

Article 68

ATV days

1. The employee is entitled to 3.5 ATV days (days of under the reduction of working hours scheme) a year.
2. The allocation of the ATV days must be laid down in a written scheme by the employer after consultation with the employee and handed to them at least 3 months before the employee's first day off.
If these days are not scheduled before 1 October of any year at the latest, they will be taken up after that date in the manner set out in Article 67a, Paragraph 6a.
3. The public holidays allocated in accordance with paragraph 2 lapse in the event of incapacity for work on the scheduled day or days.

Article 69

Holiday allowance

1. For each calendar year, the employee is entitled to a holiday allowance amounting to 8% of the salary calculated over the fourth payment period of the current calendar year times thirteen, and in case of monthly salary payments, 8% of the salary for the month of April of the current calendar year times twelve. The salary as referred to in this article means the applicable job salary, plus, if applicable, the shift work allowance and the personal allowance pursuant to Article 23 of this Collective Agreement.
2. The minimum holiday allowance for each calendar year for all employees aged 21 and older is at least 104% of the salary applicable in the fourth payment period of the current calendar year, or at least 96% of the salary for the month of April of the current calendar year in the case of monthly payment, belonging to scale D, increment 1. For young employees within the meaning of Article 20, this minimum shall be the percentage appropriate to their age, mentioned in Article 20, of the minimum amount specified in this paragraph.
3. If the employee is employed by the employer for only part of the calendar year, he shall be entitled to a proportional share.
4. The holiday allowance should be paid in the month of May for the current calendar year.
5. Contrary to the provisions of paragraph 4, the employer may pay the holiday allowance in two instalments, one in May and one in November, to employees who have been in his service for less than one year, or who have been in service for less than three years under a temporary contract.
6. If the employee's employment ends before the fourth payment period or before April, the last earned salary shall - contrary to paragraph 1 - be the basis for calculating the holiday allowance.
7. In the event of long-term occupational disability, the employer is obliged to pay the holiday allowance over a period of 24 months of the occupational disability, subject to the provisions of Article 16 of the Minimum Wage and Minimum Holiday Allowance Act. For the purposes of this article, periods during which the employee was prevented from working due to illness shall be added together if they follow each other with an interruption of less than 4 weeks.

Chapter XVIII Employment conditions for employees previously covered by the Collective Agreement Goederenvervoer Nederland

Article 69A: Deleted

Article 69B

Terms of employment as of 1 July 2017

From 1 July 2017, the employment conditions of this Collective Agreement apply to employees working for companies that were previously subject to the Collective Agreement Goederenvervoer Nederland, unless this Collective Agreement expressly states otherwise.

Article 69C

Extra ATV days

Employees who were previously covered by the Collective Agreement Goederenvervoer Nederland and were eligible for 18 extra ATV days (days off under the reduction of working hours scheme) a year on 31 December 2016 will retain the right to these days until they reach the state retirement age.

For the companies previously covered by the collective agreement Goederenvervoer Nederland, a fund will be created for the purpose of this scheme, for which the employer will make a maximum of 0.75% of the wage margin available until 1 July 2021 and a maximum of 0.4% as from 1 July 2021. The amount of the contribution as of 1 January 2022 will be based on the number of participants in the scheme as of 1 October 2021.

Article 69D

Wage tables for employees working for companies to which the Collective Agreement Goederenvervoer Nederland previously applied

For employees working for companies previously subject to the Collective Agreement Goederenvervoer Nederland, a discount of 0.32% will apply to the wage tables as set out in Article 25 of this Collective Agreement from 1 January 2023.

Goederenvervoer Nederland - Job grade scales as of 1 January 2023

Pay scale/ increment	Amounts per:			Hourly wage at:		
	Week	4 weeks	Month	100%	130%	150%
A' 0*WML	446.40	1785.60	1934.40	11.16	14.51	16.74
A' 1	455.08	1820.32	1978.69	11.38	14.79	17.07
A' 2	473.28	1893.12	2057.82	11.83	15.38	17.75
A' 3	492.21	1968.84	2140.13	12.31	16.00	18.47
A' 4	511.90	2047.60	2225.74	12.80	16.64	19.20
A 0	475.40	1901.60	2067.04	11.89	15.46	17.84
A 1	494.42	1977.68	2149.74	12.36	16.07	18.54
A 2	514.20	2056.80	2235.74	12.86	16.72	19.29
A 3	534.77	2139.08	2325.18	13.37	17.38	20.06
A 4	556.16	2224.64	2418.18	13.90	18.07	20.85
A 5	578.41	2313.64	2514.93	14.46	18.80	21.69
A 6	601.55	2406.20	2615.54	15.04	19.55	22.56
B 0	500.48	2001.92	2176.09	12.51	16.26	18.77
B 1	520.50	2082.00	2263.13	13.01	16.91	19.52
B 2	541.32	2165.28	2353.66	13.53	17.59	20.30
B 3	562.97	2251.88	2447.79	14.07	18.29	21.11
B 4	585.49	2341.96	2545.71	14.64	19.03	21.96
B 5	608.91	2435.64	2647.54	15.22	19.79	22.83
B 6	633.27	2533.08	2753.46	15.83	20.58	23.75
C 0	522.16	2088.64	2270.35	13.05	16.97	19.58
C 1	543.05	2172.20	2361.18	13.58	17.65	20.37
C 2	564.77	2259.08	2455.62	14.12	18.36	21.18
C 3	587.36	2349.44	2553.84	14.68	19.08	22.02
C 4	610.85	2443.40	2655.98	15.27	19.85	22.91
C 5	635.28	2541.12	2762.20	15.88	20.64	23.82
C 6	660.69	2642.76	2872.68	16.52	21.48	24.78
D 0	555.92	2223.68	2417.14	13.90	18.07	20.85
D 1	578.16	2312.64	2513.84	14.45	18.79	21.68
D 2	601.29	2405.16	2614.41	15.03	19.54	22.55
D 3	625.34	2501.36	2718.98	15.63	20.32	23.45
D 4	650.35	2601.40	2827.72	16.26	21.14	24.39
D 5	676.36	2705.44	2940.81	16.91	21.98	25.37
D 6	703.41	2813.64	3058.43	17.59	22.87	26.39

Pay scale/ increment	Amounts per:			Hourly wage at:		
	Week	4 weeks	Month	100%	130%	150%
E 0	583.07	2332.28	2535.19	14.58	18.95	21.87
E 1	606.39	2425.56	2636.58	15.16	19.71	22.74
E 2	630.65	2522.60	2742.07	15.77	20.50	23.66
E 3	655.88	2623.52	2851.77	16.40	21.32	24.60
E 4	682.11	2728.44	2965.81	17.05	22.17	25.58
E 5	709.39	2837.56	3084.43	17.73	23.05	26.60
E 6	737.77	2951.08	3207.82	18.44	23.97	27.66
E 7	767.28	3069.12	3336.13	19.18	24.93	28.77
F 0	609.38	2437.52	2649.58	15.23	19.80	22.85
F 1	633.76	2535.04	2755.59	15.84	20.59	23.76
F 2	659.11	2636.44	2865.81	16.48	21.42	24.72
F 3	685.47	2741.88	2980.42	17.14	22.28	25.71
F 4	712.89	2851.56	3099.65	17.82	23.17	26.73
F 5	741.41	2965.64	3223.65	18.54	24.10	27.81
F 6	771.07	3084.28	3352.61	19.28	25.06	28.92
F 7	801.91	3207.64	3486.70	20.05	26.07	30.08
F 8	833.99	3335.96	3626.19	20.85	27.11	31.28
G 0	643.77	2575.08	2799.11	16.09	20.92	24.14
G 1	669.52	2678.08	2911.07	16.74	21.76	25.11
G 2	696.30	2785.20	3027.51	17.41	22.63	26.12
G 3	724.15	2896.60	3148.60	18.10	23.53	27.15
G 4	753.12	3012.48	3274.57	18.83	24.48	28.25
G 5	783.24	3132.96	3405.53	19.58	25.45	29.37
G 6	814.57	3258.28	3541.75	20.36	26.47	30.54
G 7	847.15	3388.60	3683.41	21.18	27.53	31.77
G 8	881.04	3524.16	3830.76	22.03	28.64	33.05
G 9	916.28	3665.12	3983.99	22.91	29.78	34.37
H 0	678.28	2713.12	2949.16	16.96	22.05	25.44
H 1	705.41	2821.64	3067.12	17.64	22.93	26.46
H 2	733.63	2934.52	3189.82	18.34	23.84	27.51
H 3	762.97	3051.88	3317.39	19.07	24.79	28.61
H 4	793.49	3173.96	3450.09	19.84	25.79	29.76
H 5	825.23	3300.92	3588.10	20.63	26.82	30.95
H 6	858.24	3432.96	3731.63	21.46	27.90	32.19
H 7	892.57	3570.28	3880.89	22.31	29.00	33.47
H 8	928.27	3713.08	4036.12	23.21	30.17	34.82
H 9	965.40	3861.60	4197.56	24.14	31.38	36.21
H 10	1004.02	4016.08	4365.48	25.10	32.63	37.65

Article 70

Protection of trade union officials

1. The employer shall ensure that the position of a trade union official of an employees' organisation is not harmed due to his union work in the company.
2. A trade union official of an employees' organisation is a person working in the company who holds an administrative or representative position for the employees' organisation of which he is a member and who has been designated as such in writing to the employer by that organisation.
3. The trade union officials of the employee organisations are permitted to distribute trade union information via notice boards provided that this information is not damaging to the company or inflammatory.
4. For the termination of an employment contract with a trade union official of one of the employees' organisations, the same dismissal provisions apply as those that apply to a member of the works council.

Article 71

Rules of conduct in mergers and reorganisations

1. Without prejudice to the obligations arising from the S.E.R decree on merger rules, an employer who employs at least 50 people is obliged to involve the employers' organisations and the employees' organisations as soon as possible in the event of mergers, shutdowns, concentrations, takeovers, etc.
2. In the event of a reduction in work in a company, the available working hours must be redistributed between employees in the same or a similar position before redundancy takes place; in that case, redundancy will not take place if the average number of working hours for this group of employees still amounts to more than 45 hours per week.
3. In the event of redundancy in a reorganisation or work reduction involving 5 or more employees, the employees' organisations must be involved.
The workers made redundant in this context should subsequently be given priority in filling vacancies with their former employer.

Article 72

Suspension of payments and insolvency

1. An application for suspension of payments shall immediately be reported to the employees' organisations. The employees' organisations are bound to secrecy until the publication of the decision granting suspension of payments.
2. A request for a declaration of bankruptcy will immediately be reported to the employees' organisations.

Article 73

Charter provision

1. In subcontracting agreements performed in or from the employer's company established in the Netherlands, the employer is obliged to stipulate to independent entrepreneurs acting as employers that the basic working conditions of this Collective Agreement will be granted to their employees when this follows from the Secondment Directive, even if the law of a country other than the Netherlands has been chosen.
2. The employer is obliged to inform the employees referred to in paragraph 1 of this article of the basic working conditions applicable to them.
3. Paragraphs 1 and 2 of this article are not applicable if the workers referred to in paragraph 1 of this article fall directly within the scope of this Collective Agreement. This is because they are subject to the full Collective Agreement.

Article 74

Dispensations

- 1.a. The parties have the right to conclude supplementary agreements with different provisions for certain submarkets. Companies may submit a request for admission to a submarket agreement to the parties, c/o the secretary of the forum on the Collective Agreement for Professional Goods Transport by Road and mobile crane hire, PO Box 3008, 2700 KS Zoetermeer.
- 1.b. Additional agreements should be included as an Annex to the Collective Agreement.
2. Employers falling within the scope have the option of requesting dispensation from the application of this Collective Agreement or one or more articles thereof.
3. A request for dispensation should be submitted to the Collective Agreement parties, c/o the secretary of the firm on the Collective Agreement for Professional Goods Transport by Road and mobile crane hire, PO Box 3008, 2700 KS Zoetermeer.
4. The request should be submitted in writing to the Collective Agreement parties, stating "Dispensation".
5. The request shall include at least:
 - a. The name and address of the applicant
 - b. The signature of the applicant
 - c. A precise description of the nature and scope of the dispensation request
 - d. The applicant's arguments for dispensation
 - e. The date.
6. If the Collective Agreement parties believe that the request is insufficiently described, motivated or documented, the applicant shall be informed within 2 weeks on which points and with which documents the request must be supplemented. The applicant will be given 2 weeks to submit the additional information to the parties to the Collective Agreement.
7. The request will not be processed if the additional information is not (sufficiently) provided. The applicant will be informed of this in writing.

8. Within 2 weeks of receiving a sufficiently described, motivated and documented request or within 2 weeks of receiving the requested additional information, the Collective Agreement parties shall inform the applicant that the request will be taken into consideration.
9. When assessing whether to grant dispensation, parties to the Collective Agreement shall use the following as criteria:
 - a) Whether there are (temporary) special circumstances, different from what is usual in the sector, based on which it cannot reasonably be demanded of the applicant that the Collective Agreement (or provisions thereof) be applied in full; and
 - b) Whether there is another arrangement which is at least equivalent to this Collective Agreement (or its provisions) and which has been established in consultation with an employees' organisation that is independent of the employer.
10. The Collective Agreement parties shall issue a ruling as soon as possible, but no later than 8 weeks after the request was accepted for processing. The Collective Agreement parties may extend this period once by 8 weeks.
11. The Collective Agreement parties shall notify the applicant of the decision in writing, stating the reasons.

Article 75

New systems of work

Where the introduction of new labour systems is obstructed by one or more articles of the Collective Agreement, it is only possible, in consultation with the employees' organisations, to deviate from that article or those articles if the following preconditions are met:

- as far as possible, the employee's income level should be maintained
- there must be an improvement in productivity for the employer
- there must be an improvement in the working conditions for employees.

The work system thus agreed must be communicated to and registered by the Collective Agreement secretariat.

Article 76

Working Hours Decree for Transport

1. The Collective Agreement parties have made agreements regarding the implementation of Directive 2002/15 (48-hour working week). This agreement will be implemented in the Working Hours Decree for Transport in consultation with the Ministry of Infrastructure and the Environment.
In accordance with Article 2.5:8 of the Working Hours Decree for Transport, the Collective Agreement parties have agreed to consider the average working hours over a period of 26 consecutive weeks.
2. In accordance with the regulation on exemption from night work for road transport, the Collective Agreement parties have agreed that the following categories of transport are exempt from the provisions of Article 2.5:4, second paragraph, of the Working Hours Decree for Transport:

- a. transportation of live animals
- b. transportation of morning newspapers
- c. transport of postal items and parcels
- d. collective domestic transport of flower bulbs, flowers, plants and nursery products.

Article 77 Deleted

Article 78

Compliance with Collective Agreement

- 1.a. At the written request of an employees' organisation, the employer is obliged to demonstrate in writing within 4 weeks that the Collective Agreement has been correctly complied with. This concerns articles 6 under 2b, 8 + 10, 16, 19, 20, 21, 25, 26a, 29 paragraphs 3 and 4, 40, 67a, 68, 68, 69At / 69D and 75 of this Collective Agreement for a period of 1 year prior to the request.
- 1.b. By way of derogation from the period of 1 year referred to in paragraph a, a period of 3 months shall apply to the verification of compliance with Articles 26a and 40. In addition, for the verification of articles 26a and 40, the volume of data to be requested is limited to 15% of the employees to be verified, up to a maximum of 20 employees.
- 1.c. If the employer fails to demonstrate that this Collective Agreement has been faithfully observed, the employer shall be liable to pay compensation to the employees' organisation according to Article 15 of the Collective Agreements Act. The relevant employees' organisation shall pay the compensation it has received to the Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen.
- 1.d. If the request from the employees' organisation to the employer is not made on reasonable grounds, the employees' organisation is obliged to pay the employer compensation of € 11,344.50 for the damages suffered by the employer as a result of the request.
- 1.e. Contrary to the provisions of subsection d, a compensation of € 25,000 shall apply for requesting verification of compliance with Articles 26a and 40 on unreasonable grounds
- 1.f. Contrary to paragraphs 1a and 1b, no verification of articles 26a and 40 shall take place if the employer has already been verified for compliance with the Collective Agreement by one of the employees' organisations in the 12 months prior to the verification.

Article 79

Obligations of the parties

1. The parties are obliged to promote the faithful observance of the Collective Agreement.
2. During the contract period, the parties are obliged to open consultations without delay regarding changes to the wage - and employment conditions as a result of:
 - a. proposals, made by one or more of the parties involved in this agreement, to improve the observance of the Collective Agreement
 - b. central wage agreements, which may result from legislative measures
 - c. agreements between central employers and employees' organisations, whether or not in cooperation with the government

- d. extraordinary changes in the general social-economic relations in the Netherlands.
3. The parties are obliged to enter into consultation immediately and, if necessary, amend the Collective Agreement in the event of significant developments for the sector or the sector funds.
4. If an employer encounters problems as a result of the concurrence of the accommodation allowance pursuant to article 40 of this Collective Agreement and the free issue of a meal voucher, the parties shall consult with a view to finding a solution to the problem.

Article 80

Trade union membership fees

The parties strongly recommend employers to use the space within the WKR for the tax offset of trade union membership fees.

Article 81

Termination/extension of the Collective Agreement

1. If neither party has informed the other party by registered mail at least three months before the end of this agreement that it does not wish to extend this agreement, the agreement will be deemed to have been tacitly extended for a period of one year. This method of extension applies for each subsequent one-year period.
2. If one of the parties informs the other party by registered mail no later than 3 months before the end of this agreement that it does not wish to extend this agreement, the parties undertake to consult with a view to concluding a new Collective Agreement. During such consultations, the agreement shall remain in full force and effect for up to three months after the date on which the original agreement would have ended had it been validly terminated.

Article 82

Entry into force and duration of the Agreement

This agreement enters into force on 1 January 2023 and remains in effect until 1 January 2024.

Thus agreed in Culemborg/Zoetermeer/Utrecht.

The one party:

Vereniging Verticaal Transport:

P.H.P. Sierat
chairperson

R.A. Alferink
treasurer

Transport en Logistiek Nederland:

E. Post
general chairperson

C.A. Lycklama à Nijeholt
treasurer

The other party:

CNV Vakmensen:

P.S. Fortuin
chairperson

L.R. Slagter
negotiator

FNV Transport & Logistiek:

J.W. Dijkhuizen
director

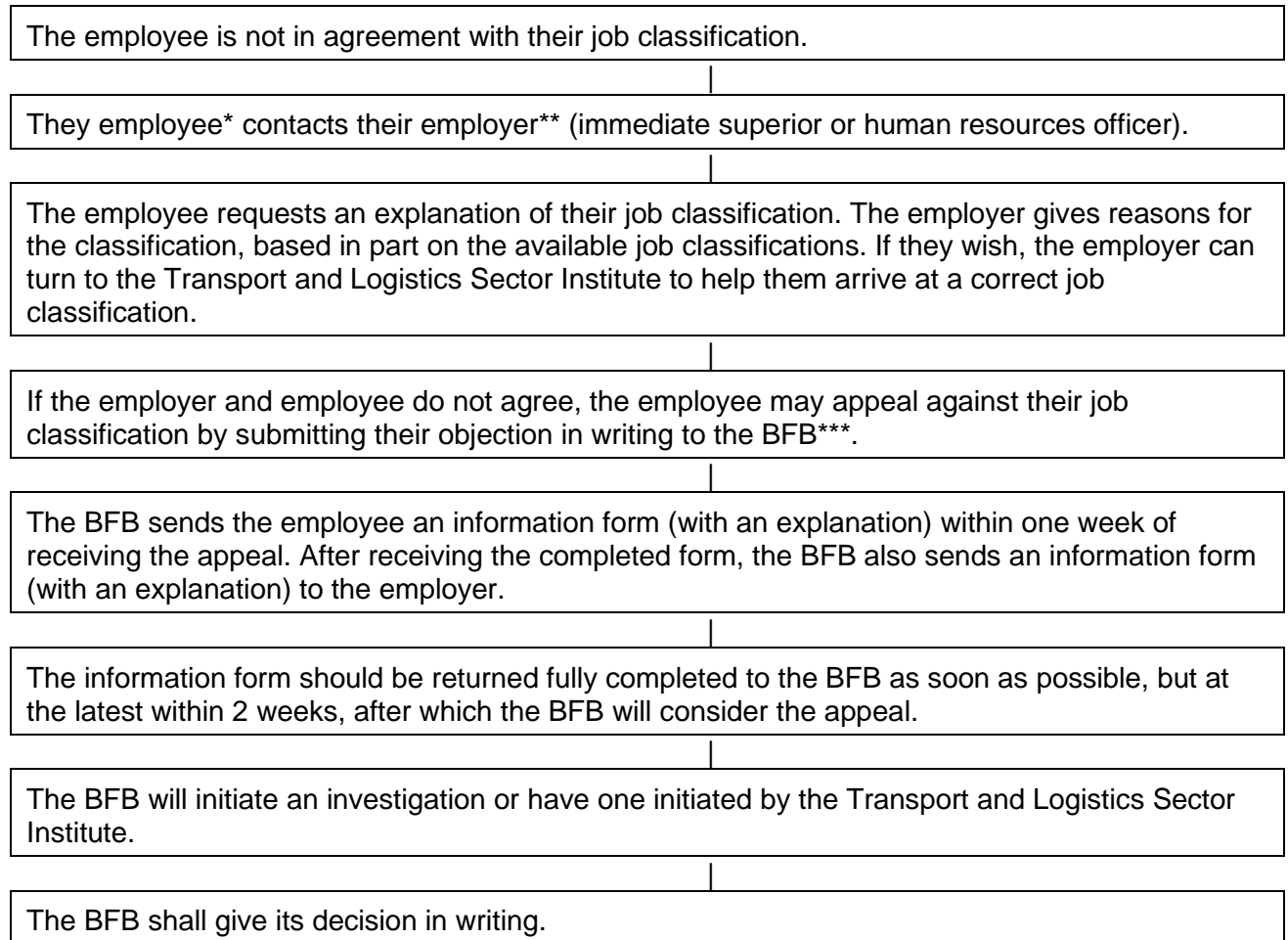
De Unie:

R. Castelein
chairperson

E. Werger
representative

ANNEX I

Appeal procedure



* Employees who are members of trade unions may seek advice from their trade union.

** The employer may consult its organisation or request advice from the Transport and Logistics Sectoral Institute (see paragraph 3 of article 18 of the Collective Agreement).

*** BFB: Beroepscommissie Functiewaardering voor het Beroepsgoederenvervoer over de Weg en de verhuur van mobiele kranen, Postbus 308, 2800 AH Gouda.

ANNEX II

Rules Governing the Appeals Committee on Job Classification for the Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen (BFB)

Article 1

The BFB decides in all cases where an appeal has been lodged pursuant to Article 24 of the Collective Agreement for the professional carriage of goods by road.

Article 2

The BFB consists of a chairperson and two members. Both the employers' organisations, which are party to the Collective Agreement, and the employees' organisations, which are party to the Collective Agreement, appoint a member and a deputy member of the committee. The members thus appointed jointly nominate a Collective Agreement parties for a chairperson and a deputy chairperson for the Collective Agreement. The parties to the Collective Agreement appoint the chairperson and a deputy chairperson.

The members of the BFB may be replaced by the respective substitute members at any time of their choosing. The deputy chairperson will only act as chairperson of the BFB if the chairperson is unable to act as chairperson himself.

Article 3

The Chairperson and the members of the BFB and their alternates shall serve for a period of 3 years.

Persons who have been directly involved in the negotiations for this Collective Agreement cannot be part of the BFB.

The retiring chairperson or deputy chairperson and members or deputy members may be reappointed.

Any vacancies arising in the interim shall be filled as soon as possible.

Article 4

A secretary shall be appointed to the BFB to carry out secretarial tasks. The secretary is not a member of the BFB. They are appointed jointly by the employers and employees organisations, which are party to the Collective Agreement.

Article 5

The chairperson and deputy chairperson, and members and deputy members shall cease to be members of the BFB:

- a. on expiry of the term for which they were elected
- b. by resigning in writing
- c. on assuming a position which, on the basis of the provisions of these rules, would also render the person concerned ineligible for appointment.

Article 6

Upon receipt of the notice of appeal, the secretary will notify both the complainant and the respondent of the date on which the BFB will hold a hearing to hear the dispute, no later than 10 days before the date of the hearing.

Article 7

The BFB may decide that, before the BFB takes up the dispute at the meeting, the parties should clarify their position, either in writing or orally, within a period of time to be determined by the BFB.

Article 8

The BFB may seek the advice of experts.

Article 9

The parties, if so requested, shall appear at the hearing in person or by proxy, assisted by counsel if desired.

Article 10

If the person concerned does not appear without giving notice, a decision will be made in absentia, unless the BFB wishes to postpone the case.

If the person concerned reports a valid reason for being unable to attend, the case may be postponed at the discretion of the BFB. If a case is postponed, further proceedings will take place within 30 days.

Article 11

The BFB may, if it deems it necessary or desirable, adjourn the meeting until a date to be determined.

Article 12

The BFB is required to give its decision within three months from the date on which the first hearing in the case concerned took place. However, it shall be entitled to extend the duration of its mandate if this is justified by special circumstances, to be decided at its discretion. The BFB members decide by a majority of votes and do not report the opinions of the minority.

The judgment must state the grounds on which it is based.

The secretary shall send each of the parties an authenticated copy of the decision.

ANNEX III

Rest and breaks according to article 26A

Consecutive rest is:

the actual uninterrupted rest, however:

minimum 11 hours

or

9 hours

rest

or

compensation of 3 hours in the same 24-hour period + 9 hours

Break times scale:

30 minutes for a shift of 4.5 hours to 7.5 hours

60 minutes for a shift of 7.5 hours to 10.5 hours

90 minutes for a shift of 10.5 hours to 13.5 hours

120 minutes for a shift of 13.5 hours to 16.5 hours

150 minutes for a shift of at least 16.5 hours.

ANNEX IV

Dismissal

Labour law provides several options for terminating employment contracts. Below is a brief and concise overview.

Employee resigns

An employee can terminate their employment contract themselves subject to one month's notice. For example, if the employee gives notice on 15 June, the notice period starts on 1 July and the employment contract ends on 1 August. The employee will preferably give notice in writing (dated and signed) to the employer. If the employee wants to have an urgent reason for leaving employment assessed by the subdistrict court, they can petition the subdistrict court to do so. Notice of termination can only be given by the employee if there is an interim notice clause in the employment contract.

Temporary employment contract ends

If there is a temporary employment contract with a start and end date, the temporary employment contract automatically ends on this end date without requiring notice. However, the employer must give timely notice (no later than one month before the end date) of the employment contract. Of course, the parties can extend the employment contract by mutual agreement. The employer and employee can also agree that the employment contract ends when a "resolutive condition" comes into effect. For example, in a situation where an employee does not receive a certificate of good conduct but needs it to carry out their work. If the employee disagrees with the end of their temporary employment contract and cannot reach an agreement with the employer, they can submit their objections to the subdistrict court within two months of the end date of the employment contract.

Termination of employment contract by mutual agreement

If the employer and employee agree together that the employment contract will end, this can be put on paper in a settlement agreement. The settlement agreement sets out all the arrangements regarding the end of employment. The employer and employee each have the opportunity to consult legal counsel.

End of employment contract through intervention of UWV

If there are business economic reasons or an employee has been sick for more than 24 months, the employer can ask the UWV for a dismissal permit. Employees are notified by the UWV and given 14 days to submit a defence to the dismissal request. If the UWV does decide positively on the dismissal permit, the employee can submit their objections to the subdistrict court within two months of the end date of the employment contract.

End of employment contract by intervention of cantonal court

An employer can ask the subdistrict court to dissolve the contract. This can be the case, for example, if the employee performs poorly or the working relationship is troubled. The employee is invited by the subdistrict court judge to the hearing where they can defend themselves.

Probationary dismissal

During a (valid) probationary period, both the employer and employee may terminate employment without notice. If the employee does not agree with the employer's termination, they can say so. If this does not lead to a different decision by the employer, the employee can submit their objections to the subdistrict court within two months of the end date of the employment contract.

Instant dismissal

If there is an urgent reason, both the employer and employee may terminate the employment immediately (i.e. without notice). The urgent reason must be stated immediately at the time of termination. If the employee disagrees with the instant dismissal, they can submit their objections to the subdistrict court within two months of the end date of their employment.

Termination

Unless another day has been designated by written agreement or by custom, notice of termination shall be given by the end of the month.

The period of notice to be observed by the employer is the period of notice for an employment contract commencing on the day of notice being given:

- a. less than five years: one month
- b. five years or more but less than ten years: two months
- c. 10 years or more but less than 15 years: three months
- d. fifteen years or more: four months

If a redundancy permit is granted, the notice period shall be shortened in accordance with the regulations laid down in the Dutch Civil Code, on the understanding that the remaining notice period shall be at least one month.

ANNEX V

OCCUPATIONAL DISABILITY PROTOCOL

The parties agree that:

The report by Mercer / RCW "Arbeidsgeschiktheid geregeld" (Work ability regulated) is a good basis for having Gezond Transport* function optimally in terms of prevention and reintegration. The Collective Agreement parties have instructed the management of Gezond Transport* to elaborate the report as far as possible and to consider how to make recommendations to consultation partners within companies not affiliated to Gezond Transport*.

The parties hereby agree to the following flanking measure:

If employment in a suitable position (internal or external) requires retraining, the employer will draw up a retraining plan in consultation with the employee and Gezond Transport* or another reintegration company. Any training shall as far as possible take place during working hours and at the employer's expense. SOOB will subsidise these courses that have a positive assessment from Gezond Transport*.

The parties further agree as follows:

Obligations of the sector

The parties mandate the management of Gezond Transport* to develop incentive measures that will lead to the reintegration of partially disabled people in suitable positions in the sector, whereby the development of a digital job vacancy bank will be expressly looked into.

Employers give preference to partially disabled people in job vacancies in case of equal suitability.

The employer's obligations

- During the reintegration process, the employer is obliged to make an effort to reinstate the employee concerned (taking into account their limitations) in their own position, even if this requires technical adjustments to the workplace or a change in the organisation (a different division of tasks). Legal opportunities will be maximised in the process.
- If re-employment in the employee's own job is not possible, the employer must make every effort to re-employ the employee in another job within the company.
- If the employer can make a plausible case, e.g. by explaining why no other jobs can be considered for the employee concerned or whether a suitable job can be created by a different grouping of tasks and/or adjustment of the work environment and/or the usual performance standards, the plan of approach shall be aimed at finding suitable work outside the employer's company, preferably within the sector.

The employee's obligations

- In the event of sickness absence, the employee is obliged to actively cooperate in efforts aimed at internal or external reintegration.

Offering suitable work

- If, within the framework of the reintegration of the sick (disabled) employee, an offer of suitable work is made, the employer shall in the first instance endeavour to make an offer of suitable internal work, taking the employee's training, experience and, among other things, into account.
- If it is not possible to offer suitable internal work, the employer shall preferably make an offer of suitable external work within the sector. If this is not possible either, an offer of suitable external work outside the sector will be made.
- The employer is obliged to make an offer of suitable work, both for an internal and external position, or have it made in writing and, if the employee so desires, to have it accompanied by the opinion of Gezond Transport*, another reintegration company or certified doctor.
- The offer also states the statutory right of the employee to request a second opinion from the UWV Employee Insurance Agency or an independent company doctor. The employee must request the second opinion within 10 days, unless the employee can demonstrate that they need more time.
- During the period in which no decision has been taken on the request for a second opinion, the salary will continue to be paid in full for a maximum of two weeks. If the ruling is in favour of the employee, wages shall continue to be paid for the entire period. The costs of requesting the second opinion shall be borne by the party ruled against.
- The employer shall explicitly inform the employee of the employment and benefits implications of accepting or not accepting a suitable job.
- The employee may seek the assistance of a confidential adviser if the employer offers him suitable internal or external work.

The legal position of the employee

The implications of internal redeployment

Successful internal reintegration means that the employee has returned to work with their own employer and has worked there for six months, either in the old job or in an adapted or new job.

The implications of external placement within or outside the sector

An external reintegration is deemed successful when the employee has returned to work with the external employer and has worked there for six months.

If secondment is of a temporary nature because a return to work with the employee's own employer is possible in the long term, the possibility of resuming work with the employee's own employer is periodically discussed within the framework of the action plan.

Income on delay of WIA claim, or WIA benefit

If after the second year of illness the WGA benefit does not start or starts later due to a sanction imposed by the UWV on the employer, the salary payment and the supplement to the salary payment will be continued for a maximum period 12 months. The above arrangement also applies if the employer and employee mutually decide to postpone the application for the WGA benefit. Payment of salary is understood to mean the income that is also received during the second year of illness.

*Gezond Transport merged with the Transport and Logistics Sector Institute on 1 July 2014

Collective Agreement 2023

1. Term

The Collective Agreement runs from 1 January 2023 to 31 December 2023.

2. Wages

The wages in salary scales A' to H and the gross allowances will be increased by 7.5% as of 1 January 2023.

Accommodation expenses will be increased from 1 January 2023 in accordance with the agreement with the tax authorities, but by a maximum of 7.5%.

A one-off payment of €250.00 gross will be paid to employees in January 2023.

3. Reimbursement of commuting expenses

a) Employees are entitled to the applicable tax maximum net kilometre reimbursement with a maximum of 35 km (one-way) under reduction of the first 10 km.

This means travel expenses of €0.21 per kilometre for 2023.

The maximum reimbursement per one-way travel is then $25 \times €0.21 = €5.25$.

b) The commuting distance is determined using the ANWB route planner, from home address to place of employment based on the "shortest route" option. The one-way travel is rounded up to whole kilometres (0.5 and above up, below 0.5 down).

c) The employee is not entitled to travel expenses if the employer provides transport.

d) The travel reimbursement is paid only for the days when actual commuting took place.

e) If the commuting distance increases due to the employee's relocation, the employer is not obliged to reimburse the excess travel expenses.

f) This arrangement may be deviated from positively, in favour of the employee.

4. Reimbursement of training hours

For a compulsory course taken on behalf of the employer or taken to maintain Code 95 and the TCVT certificate, the course costs, examination fees and travelling expenses (tax maximum net kilometre allowance) and course time will be reimbursed. These hours are compensated at 100% and do not count towards overtime and are not compensated as Saturday or Sunday hours.

5. Discount for former KNV companies

The associated discount on wages was reduced from 0.34% to 0.32% on 1 January 2023. July 2023 will see discussions between the parties as to whether the number of employees entitled to the 18 ATV days still justifies a discount on the wages of the

former KNV companies.

6. Joint future agenda

Parties to the Collective Agreement will start consultations on the joint future agenda as soon as possible after the conclusion of the 2023 Collective Agreement, but no later than January of that year. The aim of these consultations is to reach binding agreements on the measures needed to achieve a future-proof sector. Discussions on the future agenda should be completed by September 2023. This should include discussion of the following issues:

- Scope/coverage of the Collective Agreement
- Staff recruitment and retention
- Sustainable employment
- Improving image and visibility of the sector
- Enforcement of laws and regulations
- Level playing field
- Standard versus minimum Collective Agreement
- Simplifying the Collective Agreement
- Structure of the wage scale/basic pay vs allowances and benefits
- Contributions from trade unions

7. Implementation of participation act

As a sector, we should strive to employ more people with disabilities. Efforts will be made through the sector institute to flesh this out.

8. Tax offset of trade union membership fees

The 2023 Collective Agreement will include an urgent recommendation to use the space within the WKR for the tax offset of trade union membership fees. The 2024 Collective Agreement will include a provision that the employer will be obliged to cooperate in this at the request of employee provided that employee has made this known to employer by 1 September 2023. A suitable solution will be sought for employees joining after 1 September 2023.

Annex VII

Step-by-increment plan for the calculation of wages in the event of incapacity for work

no occupational accident

increment 1	A	job grade wage	100%
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increment 2	+	Personal allowance	100%
	+	Shift allowance	average previous 52 weeks
	+	Dirty work allowance	average previous 52 weeks
	+	Allowances matrix	average previous 52 weeks
	+	Irregular hours allowance	average previous 52 weeks
	B	total supplements	

increment 3	+	Overtime	average previous 52 weeks
	+	Saturday hours (40+)	average previous 52 weeks
	+	Sunday hours (40+)	average previous 52 weeks
	+	Allowance za-/zo-hours	average previous 52 weeks
	C	total overtime, Saturday and Sunday hours	max. 48.75% or value of 15 overtime hours per week

increment 4	D	C x 0.75	max. 22.75% or value of 7 Overtime per week
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increment 5	TOTAL	A+B+D	
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industrial accident

increment 1	A	job grade wage	100%
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increment 2	+	Personal allowance	100%
	+	Shift allowance	average previous 52 weeks
	+	Dirty work allowance	average previous 52 weeks
	+	Allowances matrix	average previous 52 weeks
	+	Irregular hours allowance	average previous 52 weeks
	B	total supplements	

increment 3	+	Overtime	average previous 52 weeks
	+	Saturday hours (40+)	average previous 52 weeks
	+	Sunday hours (40+)	average previous 52 weeks
	+	Allowance za-/zo-hours	average previous 52 weeks
	C	total overtime, Saturday and Sunday hours	max. 48.75% or value of 15 overtime hours per week

increment		
4	TOTAL	A+B+C