

INFORMATION BROCHURE: PROFESSIONAL TRANSPORT OF GOODS BY ROAD AND
MOBILE CRANE HIRE

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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 2024 to 1 January 2026

Chapter I General

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, logistical services or mobile crane rental.
2. b. The main activity of the company is something other than professional road haulage, logistical services or 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 entity 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 is 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 5 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, are to be worked.
4. Employers' organisation: Transport en Logistiek Nederland or Vereniging Verticaal Transport
5. Workers 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. Place of work: the place where the employee usually carries out their 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 wages corresponding to the job in question are specified.
9. Gross wages: the four-weekly or monthly wages, increased by the personal allowances as referred to in article 23
10. Job rate: the wages corresponding to the spine point in the pay 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, this must equally be read as 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 terms of employment: 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.
19. Intern: someone, other than the vocational (BBL) student as described in Article 11 of this Collective Agreement, who comes to gain experience in the workplace as part of a recognised training course on the basis of an internship contract concluded with the employer and the training institute.
20. Student: The vocational training route (BBL) student in accordance with Article 11 of this Collective Agreement.

Article 4

Entering into an employment contract

1. The employment contract must be concluded in writing and include the following points as a minimum:
 - 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 wages and the payment term
 - h. the usual working hours
 - i. whether or not the employee will participate in a mandatory 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
 - l. the pay scale and wage progression upon commencement of employment.
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 he takes up his duties, on penalty of nullity. The probationary period must not exceed two months. When concluding an employment contract for less than two years, the probationary period must 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 will end by operation of law on reaching the pensionable age as referred to in the General Old Age Pensions Act (AOW).

Following the end of the contract, it must be possible to enter into one or more new fixed-term employment contracts, 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 contracts 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 will apply (see also Annex 4).
2. At the end of the employment contract, the employer will issue the employee with a certificate. This certificate must contain the following information as a minimum:
 - the last position held
 - the pay scale in which, and the spine point under which, the employee was most recently classified
 - 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

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 will cease to apply if the employee holds a medical certificate showing that he has 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 will bear the costs of the driving licence medical unless the law provides otherwise. With regard to the payment of wages, reference is made to Article 65 1l.
3. The employer must provide the employee with a copy of the Collective Agreement and amendments to it free of charge, and the employee must confirm receipt.
4. The employer is obliged to provide the employee with a detailed payslip for each wage payment (per 4 weeks, per month). This payslip must contain the following information as a minimum:
 - employee's name and employer's name
 - permanent, temporary or on-call contract
 - agreed working hours
 - period over which wages are paid
 - the salary for this period to which the employee is entitled by their age according to the provisions under or by virtue of the Minimum Wage and Minimum Holiday Allowance Act;
 - job rate
 - hourly wage
 - allowances
 - overtime
 - gross pay
 - deductions
 - net wages
 - accommodation 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 10.
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

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 the workers organisation he is affiliated with.
3. The employee must 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 must 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, he 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 to the best of his ability that these 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
 - to report immediately to his immediate superior any loss of or damage to them
 - to return them when they are no longer required for his work or when requested to do so by or on behalf of the employer.

The provisions under the second indent of this paragraph 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 him 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 an intentional act or deliberate recklessness on his part. 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 will 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 will determine the amount of compensation as soon as possible, though no later than within one year

of becoming aware of the event.

- 4.d. It is not possible to deduct the compensation from the employee's wages unless the employer and the employee agree on the obligation to pay compensation.
- 5.a. During the shift, the employee must not consume any alcoholic beverages or substances that may impair his ability to work or drive. The employee must commence the shift without being under the influence of the aforementioned substances.
- 5.b. Where appropriate, the employee will discuss with his doctor the implications of using medicines that influence his 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 service 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 represent the company to the outside world must maintain a presentable appearance at work.
8. By 1 May of each year at the latest, the employee must provide the employer with an overview of their 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 will be applied pro rata to part-time employees. Irrespective of the work pattern, at least the statutory minimum hourly wage must be paid for each working hour.
- 2.b. Overtime is defined as any hours, not falling on Saturday or Sunday, that exceed the 40-hour working week. For mobile personnel in double manned vehicles, overtime is defined as hours not falling on Saturday after 07:00 or Sunday that exceed the working time of 40 hours per week.
- 3.a. The holiday entitlements and holiday allowance are calculated pro rata to the number of working hours completed, but will not exceed 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. The 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-time employee 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 a workers 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 rate, plus an 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 defined as hours worked in excess of the average daily working hours of 8 hours.
6. Contrary to Article 6, paragraph 3, the employer must provide the on-call worker with a copy of the Collective Agreement on request.

Article 11

Vocational training route (BBL) students

1. Contrary to the provisions of Article 67a Paragraphs 2 and 3 on the holiday scheme,

the following applies to students on a 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 student and 21 working days for a non-partial compulsory student, on the understanding that:
 - the student must take at least 9 or 12 of the days respectively in three consecutive weeks during the summer holidays
 - days off may be taken if the student 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, paragraphs 1, 2 and 5 also applies to students on the vocational training route who perform work outside their place of work.
3. The wages for young employees undergoing training as part of a vocational training route amount to $\frac{4}{5}$ of the youth wage determined according to their age for one day's training per week and $\frac{3}{5}$ for two days' training per week.
4. The students receive an advance of one times the gross job rate in the first period of their employment. In the following periods, the correct wages are paid out on the basis of the timesheets submitted. On leaving the company, the advance is deducted from the last wage payment.

Article 12

Calculation of daily and hourly wage.

The daily wage and the hourly wage are calculated by dividing the job rate per 4 weeks by 20 and 160 respectively and the monthly job rate by 21.75 and 173.92 respectively.

Article 13

Payment of wages

1. The job rates referred to in Article 25 will 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 will 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 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 passed
 - 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 he cannot work; and
 - d. In accordance with paragraph 6, the employer has reported to the Employee Insurance Agency (UWV) 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 it

is not possible to work 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 will report to the Employee Insurance Agency (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 will 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 Employee Insurance Agency (UWV) must receive the report before 10:00 in the morning.
 - c. For the notification referred to under a, the employer will use the form made available for this purpose by the Employee Insurance Agency (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 extraordinary natural circumstances 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

Wages in case of incapacity for work

1. Sick pay pursuant to Article 7: 629 of the Dutch Civil code consists of:
 - a) the job rate
 - 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 4 of Annex VIII 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 rate (being the value of 15 overtime hours at 130%). If no industrial accident has taken place, the following reductions will 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 rate (being the value of 7 overtime hours at 130%)*.
2. If the employee is incapable of work, he will 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. This supplement is paid up to the maximum wage referred to in Section 17 of the Social Insurance (Funding) Act (Wfsv). 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 commences on the first 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 rehabilitation and also has supplementary health insurance which in any case includes cover for physiotherapy, psychological care (unless included in the basic package) and a dietician. The supplement is also extended to 104 weeks if the employee is permanently completely unfit for work.

*For an explanation of the calculation method, see Annex VI

5. 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.

6. Interim changes to the gross wages, or daily wage decisions or other legal measures must be incorporated in this wage payment in the event of incapacity for work.
7. If the employee is entitled to a benefit under the Sickness Benefits Act, Occupational Disability Insurance Act (WAO) or Work and Income (Capacity for Work) Act (WIA) or under an insurance policy or any fund in which participation is stipulated in or ensues from the employment contract, the wage payment will 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 pay scale H, the employer must determine the job position and the wages in writing.
3. There is a Sectoral Institute for Transport and Logistics, PO Box 308, 2800 AH Gouda, tel. +31 88 2596110. One of the tasks of this sectoral institute is to promote the classification of jobs in the professional transport of goods by road mobile crane hire in accordance with the agreed job assessment system. An information booklet containing the job classifications can be obtained from this sectoral institute. Further information can be found at www.stlwerkt.nl.

Article 19

Job classification on commencement of employment

1. On commencing employment, the employee is placed in the pay scale appropriate to his position at the spine point 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 pay scale one spine point lower than the years of experience in that similar job. After that year, the employee will be placed on the spine point 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 spine point 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 will be placed under the spine point corresponding to the number of years of experience, as determined in accordance with paragraph 1 of this article.

Article 20

Youth wages for non-skilled workers

- 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 (code 95) or the legally required TCVT-RA 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%

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

Article 21

Allocation under a higher spine point

1. The employer may grant the employee wages corresponding to a higher spine point in the same pay scale than that he is entitled to by virtue of his years of experience.
- 2.a. If the employee performs his duties as normal, after each full year of work the employee is granted a payrise equal to one spine point of the pay scale in which he is classified, until he has reached the maximum of that pay scale.
- 2.b. If the employer can demonstrate that the work is being performed inadequately and does not wish to allocate the employee to a higher spine point, it must inform the employee of this in writing, stating the reasons. The notification must be received no later than 1 month before the spine point increase would take effect.
- 3.a. When commencing employment, the employer may grant an employee aged 21 or above wages that correspond to a higher spine point on the same pay 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 will be taken into account when determining and increasing the employee's wages.
4. If the employer has applied the provisions of paragraphs 1, 3a or 3b, paragraph 2 remains fully applicable.

Article 22

Employees aged 21 and above/skilled drivers and crane operators under the age of 21

- 1.a. When an employee reaches the age of 21, he is placed on spine point 1 of the applicable pay scale.
- 1.b. Notwithstanding paragraph 1a, as soon as he is in possession of a valid certificate of professional competence for driving a truck (code 95) and/or the legally required TCVT-RA registration of professional competence in operating a mobile crane, the employee aged under the age of 21 is classified on spine point 1 of the applicable pay scale, provided that the employee is actually required to drive a truck and/or operate a mobile crane in their daily activities.
- 1.c. 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 position in pay scales A, B and C may be placed in spine point -1 in their pay scale. The -1 spine point is calculated based on the legal minimum wage and spine point 1 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 spine point 1 of a pay scale, spine point -1 must also be adjusted accordingly.
- 1.d. The employer will give the employee referred to in paragraph c the opportunity to follow the education/training needed for the job.
- 1.e. As soon as the education/training referred to in paragraph d has been successfully completed, the employee will be placed under spine point 1 of their pay scale.
- 1.f. Article 21 also applies in full to employees being allocated to higher spine points.

The minus spine point amounts on 1 January 2024 are:

Pay scale/spine point	amounts per			hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
A -1	530.80	2123.20	2317.83	13.27	17.25	19.91
B -1	536.94	2147.76	2339.55	13.42	17.45	20.13
C -1	548.69	2194.76	2390.66	13.72	17.84	20.58

Article 23
Job grading

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

This personal allowance is reduced by the number of spine points yet 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 will 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 pay scale will 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
Appeals 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 pay scales referred to in Article 25, he must 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 Appeals Committee for Job Classification for the Professional Transport of Goods 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 wages most recently received, 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 will 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, PO Box 308, 2800 AH Gouda.

Article 25

The tables below apply to employees working for companies previously covered by the Collective Agreement for the Professional Transport 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.

Please note: if the job grade wage in the tables below falls below the statutory minimum wage, the statutory minimum wage must be used as the job grade wage.

TLN - Job rate scales as of 1 January 2024 (+4%)

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
A 1	530.80	2123.20	2317.83	13.27	17.25	19.91
A 2	536.49	2145.96	2332.66	13.41	17.43	20.12
A 3	557.95	2231.80	2425.97	13.95	18.14	20.93
A 4	580.27	2321.08	2523.01	14.51	18.86	21.77
A 5	603.48	2413.92	2623.93	15.09	19.62	22.64
A 6	627.62	2510.48	2728.89	15.69	20.40	23.54
B 1	543.07	2172.28	2361.27	13.58	17.65	20.37
B 2	564.79	2259.16	2455.71	14.12	18.36	21.18
B 3	587.38	2349.52	2553.93	14.68	19.08	22.02
B 4	610.87	2443.48	2656.06	15.27	19.85	22.91
B 5	635.30	2541.20	2762.28	15.88	20.64	23.82
B 6	660.71	2642.84	2872.77	16.52	21.48	24.78
C 1	566.58	2266.32	2463.49	14.16	18.41	21.24
C 2	589.24	2356.96	2562.02	14.73	19.15	22.10
C 3	612.81	2451.24	2664.50	15.32	19.92	22.98
C 4	637.32	2549.28	2771.07	15.93	20.71	23.90
C 5	662.81	2651.24	2881.90	16.57	21.54	24.86
C 6	689.32	2757.28	2997.16	17.23	22.40	25.85
D 1	603.21	2412.84	2622.76	15.08	19.60	22.62
D 2	627.34	2509.36	2727.67	15.68	20.38	23.52
D 3	652.43	2609.72	2836.77	16.31	21.20	24.47
D 4	678.53	2714.12	2950.25	16.96	22.05	25.44
D 5	705.67	2822.68	3068.25	17.64	22.93	26.46
D 6	733.90	2935.60	3191.00	18.35	23.86	27.53

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
E 1	632.66	2530.64	2750.81	15.82	20.57	23.73
E 2	657.97	2631.88	2860.85	16.45	21.39	24.68
E 3	684.29	2737.16	2975.29	17.11	22.24	25.67
E 4	711.66	2846.64	3094.30	17.79	23.13	26.69
E 5	740.13	2960.52	3218.09	18.50	24.05	27.75
E 6	769.74	3078.96	3346.83	19.24	25.01	28.86
E 7	800.53	3202.12	3480.70	20.01	26.01	30.02
F 1	661.23	2644.92	2875.03	16.53	21.49	24.80
F 2	687.68	2750.72	2990.03	17.19	22.35	25.79
F 3	715.19	2860.76	3109.65	17.88	23.24	26.82
F 4	743.80	2975.20	3234.04	18.60	24.18	27.90
F 5	773.55	3094.20	3363.40	19.34	25.14	29.01
F 6	804.49	3217.96	3497.92	20.11	26.14	30.17
F 7	836.67	3346.68	3637.84	20.92	27.20	31.38
F 8	870.14	3480.56	3783.37	21.75	28.28	32.63
G 1	698.54	2794.16	3037.25	17.46	22.70	26.19
G 2	726.48	2905.92	3158.74	18.16	23.61	27.24
G 3	755.54	3022.16	3285.09	18.89	24.56	28.34
G 4	785.76	3143.04	3416.48	19.64	25.53	29.46
G 5	817.19	3268.76	3553.14	20.43	26.56	30.65
G 6	849.88	3399.52	3695.28	21.25	27.63	31.88
G 7	883.87	3535.48	3843.07	22.10	28.73	33.15
G 8	919.22	3676.88	3996.77	22.98	29.87	34.47
G 9	955.99	3823.96	4156.64	23.90	31.07	35.85
H 1	735.98	2943.92	3200.04	18.40	23.92	27.60
H 2	765.42	3061.68	3328.05	19.14	24.88	28.71
H 3	796.04	3184.16	3461.18	19.90	25.87	29.85
H 4	827.88	3311.52	3599.62	20.70	26.91	31.05
H 5	860.99	3443.96	3743.58	21.52	27.98	32.28
H 6	895.43	3581.72	3893.33	22.39	29.11	33.59
H 7	931.25	3725.00	4049.08	23.28	30.26	34.92
H 8	968.50	3874.00	4211.04	24.21	31.47	36.32
H 9	1007.24	4028.96	4379.48	25.18	32.73	37.77
H 10	1047.53	4190.12	4554.66	26.19	34.05	39.29

TLN - Job rate scales as of 1 July 2024 (+2%)

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
A 1	530.80	2123.20	2317.83	13.27	17.25	19.91
A 2	547.23	2188.92	2379.36	13.68	17.78	20.52
A 3	569.12	2276.48	2474.53	14.23	18.50	21.35
A 4	591.88	2367.52	2573.49	14.80	19.24	22.20
A 5	615.55	2462.20	2676.41	15.39	20.01	23.09
A 6	640.17	2560.68	2783.46	16.00	20.80	24.00
B 1	553.92	2215.68	2408.44	13.85	18.01	20.78
B 2	576.08	2304.32	2504.80	14.40	18.72	21.60
B 3	599.12	2396.48	2604.97	14.98	19.47	22.47
B 4	623.08	2492.32	2709.15	15.58	20.25	23.37
B 5	648.00	2592.00	2817.50	16.20	21.06	24.30
B 6	673.92	2695.68	2930.20	16.85	21.91	25.28
C 1	577.91	2311.64	2512.75	14.45	18.79	21.68
C 2	601.03	2404.12	2613.28	15.03	19.54	22.55
C 3	625.07	2500.28	2717.80	15.63	20.32	23.45
C 4	650.07	2600.28	2826.50	16.25	21.13	24.38
C 5	676.07	2704.28	2939.55	16.90	21.97	25.35
C 6	703.11	2812.44	3057.12	17.58	22.85	26.37
D 1	615.28	2461.12	2675.24	15.38	19.99	23.07
D 2	639.89	2559.56	2782.24	16.00	20.80	24.00
D 3	665.49	2661.96	2893.55	16.64	21.63	24.96
D 4	692.11	2768.44	3009.29	17.30	22.49	25.95
D 5	719.79	2879.16	3129.65	17.99	23.39	26.99
D 6	748.58	2994.32	3254.83	18.71	24.32	28.07
E 1	645.32	2581.28	2805.85	16.13	20.97	24.20
E 2	671.13	2684.52	2918.07	16.78	21.81	25.17
E 3	697.97	2791.88	3034.77	17.45	22.69	26.18
E 4	725.89	2903.56	3156.17	18.15	23.60	27.23
E 5	754.93	3019.72	3282.44	18.87	24.53	28.31
E 6	785.13	3140.52	3413.75	19.63	25.52	29.45
E 7	816.54	3266.16	3550.32	20.41	26.53	30.62
F 1	674.45	2697.80	2932.51	16.86	21.92	25.29
F 2	701.43	2805.72	3049.82	17.54	22.80	26.31
F 3	729.49	2917.96	3171.82	18.24	23.71	27.36
F 4	758.67	3034.68	3298.70	18.97	24.66	28.46
F 5	789.02	3156.08	3430.66	19.73	25.65	29.60
F 6	820.58	3282.32	3567.88	20.51	26.66	30.77
F 7	853.40	3413.60	3710.58	21.34	27.74	32.01
F 8	887.54	3550.16	3859.02	22.19	28.85	33.29

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
G 1	712.51	2850.04	3097.99	17.81	23.15	26.72
G 2	741.01	2964.04	3221.91	18.53	24.09	27.80
G 3	770.65	3082.60	3350.79	19.27	25.05	28.91
G 4	801.48	3205.92	3484.84	20.04	26.05	30.06
G 5	833.54	3334.16	3624.23	20.84	27.09	31.26
G 6	866.88	3467.52	3769.19	21.67	28.17	32.51
G 7	901.55	3606.20	3919.94	22.54	29.30	33.81
G 8	937.61	3750.44	4076.73	23.44	30.47	35.16
G 9	975.11	3900.44	4239.78	24.38	31.69	36.57
H 1	750.70	3002.80	3264.04	18.77	24.40	28.16
H 2	780.73	3122.92	3394.61	19.52	25.38	29.28
H 3	811.96	3247.84	3530.40	20.30	26.39	30.45
H 4	844.44	3377.76	3671.63	21.11	27.44	31.67
H 5	878.22	3512.88	3818.50	21.96	28.55	32.94
H 6	913.35	3653.40	3971.25	22.83	29.68	34.25
H 7	949.88	3799.52	4130.08	23.75	30.88	35.63
H 8	987.87	3951.48	4295.26	24.70	32.11	37.05
H 9	1027.38	4109.52	4467.05	25.68	33.38	38.52
H 10	1068.48	4273.92	4645.75	26.71	34.72	40.07

TLN job rate scales as of 1 January 2025(+4%):

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
A 1	547.23	2188.92	2379.36	13.68	17.78	20.52
A 2	569.12	2276.48	2474.53	14.23	18.50	21.35
A 3	591.88	2367.52	2573.49	14.80	19.24	22.20
A 4	615.55	2462.20	2676.41	15.39	20.01	23.09
A 5	640.17	2560.68	2783.46	16.00	20.80	24.00
A 6	665.78	2663.12	2894.81	16.64	21.63	24.96
B 1	576.08	2304.32	2504.80	14.40	18.72	21.60
B 2	599.12	2396.48	2604.97	14.98	19.47	22.47
B 3	623.08	2492.32	2709.15	15.58	20.25	23.37
B 4	648.00	2592.00	2817.50	16.20	21.06	24.30
B 5	673.92	2695.68	2930.20	16.85	21.91	25.28
B 6	700.88	2803.52	3047.43	17.52	22.78	26.28
C 1	601.03	2404.12	2613.28	15.03	19.54	22.55
C 2	625.07	2500.28	2717.80	15.63	20.32	23.45
C 3	650.07	2600.28	2826.50	16.25	21.13	24.38
C 4	676.07	2704.28	2939.55	16.90	21.97	25.35
C 5	703.11	2812.44	3057.12	17.58	22.85	26.37
C 6	731.23	2924.92	3179.39	18.28	23.76	27.42
D 1	639.89	2559.56	2782.24	16.00	20.80	24.00
D 2	665.49	2661.96	2893.55	16.64	21.63	24.96
D 3	692.11	2768.44	3009.29	17.30	22.49	25.95
D 4	719.79	2879.16	3129.65	17.99	23.39	26.99
D 5	748.58	2994.32	3254.83	18.71	24.32	28.07
D 6	778.52	3114.08	3385.00	19.46	25.30	29.19
E 1	671.13	2684.52	2918.07	16.78	21.81	25.17
E 2	697.97	2791.88	3034.77	17.45	22.69	26.18
E 3	725.89	2903.56	3156.17	18.15	23.60	27.23
E 4	754.93	3019.72	3282.44	18.87	24.53	28.31
E 5	785.13	3140.52	3413.75	19.63	25.52	29.45
E 6	816.54	3266.16	3550.32	20.41	26.53	30.62
E 7	849.20	3396.80	3692.32	21.23	27.60	31.85
F 1	701.43	2805.72	3049.82	17.54	22.80	26.31
F 2	729.49	2917.96	3171.82	18.24	23.71	27.36
F 3	758.67	3034.68	3298.70	18.97	24.66	28.46
F 4	789.02	3156.08	3430.66	19.73	25.65	29.60
F 5	820.58	3282.32	3567.88	20.51	26.66	30.77
F 6	853.40	3413.60	3710.58	21.34	27.74	32.01
F 7	887.54	3550.16	3859.02	22.19	28.85	33.29
F 8	923.04	3692.16	4013.38	23.08	30.00	34.62

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
G 1	741.01	2964.04	3221.91	18.53	24.09	27.80
G 2	770.65	3082.60	3350.79	19.27	25.05	28.91
G 3	801.48	3205.92	3484.84	20.04	26.05	30.06
G 4	833.54	3334.16	3624.23	20.84	27.09	31.26
G 5	866.88	3467.52	3769.19	21.67	28.17	32.51
G 6	901.55	3606.20	3919.94	22.54	29.30	33.81
G 7	937.61	3750.44	4076.73	23.44	30.47	35.16
G 8	975.11	3900.44	4239.78	24.38	31.69	36.57
G 9	1014.11	4056.44	4409.35	25.35	32.96	38.03
H 1	780.73	3122.92	3394.61	19.52	25.38	29.28
H 2	811.96	3247.84	3530.40	20.30	26.39	30.45
H 3	844.44	3377.76	3671.63	21.11	27.44	31.67
H 4	878.22	3512.88	3818.50	21.96	28.55	32.94
H 5	913.35	3653.40	3971.25	22.83	29.68	34.25
H 6	949.88	3799.52	4130.08	23.75	30.88	35.63
H 7	987.87	3951.48	4295.26	24.70	32.11	37.05
H 8	1027.38	4109.52	4467.05	25.68	33.38	38.52
H 9	1068.48	4273.92	4645.75	26.71	34.72	40.07
H 10	1111.22	4444.88	4831.58	27.78	36.11	41.67

Article 26a

Wage calculation

- 1.a. The job rates apply for 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.
- 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 the following information as a minimum:
 - 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 workers 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 will 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 will amount to between 85% and 100%. There is double manning for international journeys if a trip is made by at least 2 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.
As part of this, the following must be taken into account:
 - the total remuneration for all hours worked will amount to 85% after two years at the latest unless the company agrees on a higher remuneration with the trade unions
 - consultations will 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 2 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 guaranteed wages 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 will remain fully in effect.

4. If the agreed maximum annual hours are exceeded by more than 5%, the employee will 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 he wishes to use this exemption.
2. Employees aged 55 and over cannot be obliged to work nights (more than 1 hour between 00:00 and 06:00). 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 exemption.
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 Sectoral Institute for 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 3 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 or Sunday with that exceed the working time of 40 hours per week.

Article 28a

Obligation to work overtime under the age of 55

Employees are entitled to refuse overtime above an average of 50 hours per week. This average is to be viewed over a period of 4 weeks. If the employee wishes to make use of this, he must indicate this on a one-off basis no later than 4 weeks prior to the beginning of the quarter.

Article 28b

Obligation to work overtime for senior employees

Employees aged 55 and above cannot be required to work overtime. The employee must indicate at the beginning of each calendar year if he wishes 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 will 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
 - overtime that has arisen through the employee's own fault or actions.
3. With due observance of Article 30, overtime will 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 compensated in the form of 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 case of alternating transport on single and double-manned vehicles, a standard to be calculated between 220 and 240 hours and 230 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 3 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 will 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) will 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 inclusion of time-for-time hours must be announced in advance.
7. 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, on a one-off basis. If the scheme is terminated or amended, this must also be reported to the secretariat of the Collective Agreement parties. Schemes which have not been signed or notified or which contravene the abovementioned cross-compliance requirements will not be considered to have been agreed.

Chapter X Work on Saturdays, Sundays and public holidays

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 will 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 will 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 must be enjoyed within 8 weeks. For this compensatory rest day, 8 hours of service will 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 will draw up an annual duty roster; the work will be distributed among the employees as far as possible.

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 will be implemented by and in consultation with a previously selected shift of employees.
2. If the employee works shifts, he will receive:
 - In a two-shift system with an early shift starting at or after 05:00 and a late shift, not being a night shift, starting at or after 14:00, an allowance of 8.75% of the job rate applicable to them
 - In a two-shift system with a day shift and a night shift that starts on or after 22:00 or ends after 02:00, an allowance of 11.25% of the job rate applicable to them;
 - In a system of 3 or more shifts, an allowance of 13.75% of the job rate 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. This percentage may be deviated from in a positive sense, in favour of the employee.
- 2) If the allowance under the 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 items that are harmful to health and/or cause considerable pollution, amounting to a gross maximum of €38.20 per 4 weeks and €41.50 per month respectively. These amounts will be increased to €38.96 per 4 weeks or €42.33 per month as of 1 July 2024. As of 1 January 2025, the amounts will be increased to €40.52 per 4 weeks or €44.02 per month.

B) Cold work allowance

A gross allowance of €38.20 per 4 weeks or €41.50 per month respectively will apply for structural work in cold stores. These amounts will be increased to €38.96 per 4 weeks or €42.33 per month as of 1 July 2024. As of 1 January 2025, the amounts will be increased to

€40.52 per 4 weeks or €44.02 per month.

Chapter XII Reimbursement

Article 39a Reimbursement for commuting expenses

1. Employees are entitled to the applicable maximum net kilometre reimbursement under the tax regulations, with a maximum of 35 km (one-way), subject to deduction of the first 10 km.
For 2024, this means commuting expenses of €0.23 per kilometre.
The maximum reimbursement per one-way trip is $25 \times €0.23 = €5.75$.
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 will be reimbursed for the travelling expenses actually paid, except in cases where a separate secondment arrangement has been made. Different rules apply only when:
 - 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 will be compensated for one year based on the hourly wage applicable to the employee, on the understanding that this time will 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, cab 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 must be of a level commensurate with the rights that can normally be derived from the chart below.
3. The net accommodation allowance as of 1 January 2024 is:

3.a.	For a one-day trip, being a trip where the departure and arrival are within 24 hours:		
	- absent from place of work for less than 4 hours no untaxed allowance		
	- absent from place of work for longer than 4 hours	€0.75 per hour	
	as of 1 July 2024	€0.77 per hour	
	- between 18:00 and 24:00:		
	if departure is before 14:00 hours	€3.44 per hour	
	as of 1 July 2024	€3.51 per hour	
	- if departure is after 14:00 hours and there is an absence of at least 12 hours, an extra allowance of	€14.34	
	as of 1 July 2024	€14.63	per hour
3.b.	For multi-day trips:		
	First day	€1.51 per hour	
	as of 1 July 2024		€1.54 per hour
	- between 17:00 and 00:00 in case of departure before 17:00 hours		€3.44 per hour
	as of 1 July 2024		€3.51 per hour
3.c.	Interim days (12 x 1.51 + 12 x 3.44)	€59.40 per day	
	as of 1 July 2024 (12 x 1.54 + 12 x 3.51)	€60.60 per day	
	Last day	€1.51 per hour	
	as of 1 July 2024		€1.54 per hour
	- between 18:00 and 00:00	€3.44 per hour	
	as of 1 July 2024	€3.51 per hour	
	- between 00:00 and 18:00	€1.51 per hour	
	as of 1 July 2024	€1.54 per hour	
	- between 00:00 and 06:00 if arrival is after 12:00	€3.44 per hour	
	as of 1 July 2024		€3.51 per hour

4. With effect from 1 January 2025, the amounts set as at 1 July 2024 will be adjusted by the percentage increase in the consumer price index for restaurants, cafés and similar for the period between 1 October 2023 and 1 October 2024. If this increase exceeds 4%, it will be capped at 4%.

5. Reimbursement for stopovers

Employees who, within the framework of the performance of their duties, do not stay at their place of work during a weekend or a (foreign) holiday, while they are not or cannot be assigned any work for that day, will receive an additional allowance of €14.34 net and €25.57 gross per day in respect of the extra costs of this non-voluntary stopover. As of 1 January 2024, these daily amounts are being increased to €14.63 net and €26.08 gross. With effect from 1 January 2025, the net amount will be adjusted under the system set out in paragraph 4, and the gross daily amount will be increased to €27.12.

Article 41

Internship allowance

An internship allowance of at least €200 gross per month will be awarded to any intern, as defined in Article 3 paragraph 19, who gains experience in the workplace at least 4 days a week. If the internship covers fewer days in the week, a proportional minimum amount applies. This article does not apply to vocational training route (BBL) students as referred to in Article 11 of this Collective Agreement.

Article 42

On-call allowance

The employee who has been instructed to be available for work is entitled to the following payment for the hours for which he has been available in accordance with the instruction. This allowance amounts to €3.21 gross per hour with a maximum of €25.68 gross per 24 hours. As of 1 January 2024, the gross hourly amounts will be increased to €3.27, capped to a gross daily amount of €26.16.

As of 1 January 2025, the gross hourly amounts will be increased to €3.40, capped to a gross daily amount of €27.20.

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 will 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 wages 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 will 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 travel expenses (in accordance with the maximum net kilometres allowance applicable under the tax regulations 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 pay a benefit to the next of kin following 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 wages most recently earned by the employee.
4. The next of kin are:
 - a. the longest surviving spouse from whom the employee was not permanently separated or the person with whom the employee was cohabiting.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 Occupational Disability Insurance Act (WAO) or Work and Income (Capacity for Work) Act (WIA).

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

Travel time for mobile crane workers

1. Travel time is defined as the time spent travelling from home to work (not being the place of employment) and back.
2. In the calculation of travel time, it will be assumed that 60 km is covered per hour.
3. Travel 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 travel time is spent in:

- a public means of transport
- a means of transport made available by the employer, other than the crane
- a private vehicle.

Article 48

Travel expenses for employees working on mobile cranes

1. An employee to whom travel time is reimbursed under Article 47 paragraph 1 is entitled to reimbursement of travel 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 will be €0.25 per kilometre.
5. The fastest travel route 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 Article 40 apply to the reimbursement of accommodation costs.
2. If, due to his work, it would be unreasonable for the employee to return home every day — a decision to be made at the discretion of the employer — the employee must stay overnight at the site. If the mobile crane does not have a sleeping cab, the accommodation costs will be reimbursed. There will be no cumulation with the allowances referred to in Article 40.

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 for:
 - 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 will 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 a situation where there is a risk to his life, he can lay claim to reimbursement, for the benefit of his blood relatives in the first degree as well as for his spouse, of the following costs:
 - a. the necessary costs of transport from their place of residence to his place of accommodation and back
 - b. the necessary costs of lodging and meals until the risk to his life has subsided.

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 will be borne entirely by the employer.
2. The employer will 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 wages 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 on which the contribution is due under the Social Insurance (Funding) Act (Wfsv).
 - c. in the event of permanent total disability, a lump sum payment will 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 will be made, which is derived from that referred to under c.
 - e. the person entitled to the payment is the insured employee or his surviving relatives. This means: first his surviving spouse; then his 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 is obliged to compensate the person or persons concerned.

Chapter X

Articles 52 to 63

The provisions regarding the logistics section have been moved to Annex VII

Chapter XVI Absence

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 will be registered per day.

These circumstances are:

- due to 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 (Article 16)
- reduction of working hours (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 part of the day in question, he will be granted special leave:
 - a. when reporting an intended marriage of the employee: 1 day
 - b. in the event of marriage/registered partnership
 - of the employee: 2 days
 - of a child, brother, sister, brother-in-law, sister-in-law or one of the employee's parents or parents-in-law: 1 day
 - c. - in the event of the spouse/registered partner giving birth: one times
the weekly working hours
- in accordance with the statutory regulations, female employees are entitled to pregnancy and maternity leave of 16 weeks
 - d. upon the death
 - of the spouse or the employee's own, stepchild or foster child who lives with and forms part of the family, counting from the day of the death: 4 days
 - of one of the employee's parents, parents-in-law, foster parents or children not living with the employee: 2 days
 - of a brother, sister, brother-in-law, sister-in-law, one of the grandparents of the employee or their spouse or a grandchild of the employee: 1 day
 - e. for the ordination of a child or brother of the employee: 1 day
 - f. in the event of the permanent monastic vow of a child, brother or sister of the employee: 1 day
 - g. on the 25th or 40th wedding anniversary of the employee: 1 day
in the event of a 25th, 40th, 50th or 60th wedding anniversary of the employee's parents or parents-in-law: 1 day
 - h. when moving home
 - other than in the case of a transfer to those who have their own household, no

- more than the following per calendar year: 2 days
 - in the event of a transfer, this absence must be arranged by mutual consultation.
 - i. after termination of employment by the employer, for the purpose of seeking a new employer, if the employee has been in continuous employment with the employer for at least 6 weeks immediately prior to the date of termination, no more than the following: 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. to take a professional examination, which is understood to mean an examination designated as such by the employer; the time required to do so.
 - l. to consult a general practitioner, dentist, specialist or other medical practitioners and to have medical checks and examinations carried out; the time required to do so. The employee must make every effort to schedule the aforementioned appointments so that the performance of his duties is hindered as little as possible.
 - m. to exercise the right to vote.
 - n. to carry out work on behalf of a workers organisation.
 - The central management of a workers 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 enable the members to carry out the aforementioned activities. The number of members per workers organisation is rounded up to tens, on the understanding that a workers organisation cannot claim entitlement to organisational leave if it has fewer than ten members with an employer to whom this agreement applies. No more than twenty days of organisational leave per calendar year may be taken per designated employee.
 - If the trade union activities take place on a Saturday, the employee will be reimbursed for 10 hours at 100%.
 - Employers can apply to SOOB for compensation for trade union leave.
 - o. to take part 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 subject to a maximum of once a year.
2. The employee will 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 business interests dictates otherwise

- b. performing work for a workers organisation which is a party to this Collective Agreement, up to a maximum of 6 days per calendar year, unless business interests dictate otherwise
- c. contrary to the provisions of Article 65, paragraph 1, clause n, members of workers organisations who work in companies in which fewer than 10 employees are members of the workers organisation concerned are entitled to perform work for a workers organisation for 1 day a year, unless business interests dictate otherwise. For the benefit of the employee, the workers organisation concerned may declare the job rate 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 9 of this Article, the statutory provisions provided for in Article 7:634 et seq of the Dutch Civil Code 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 length of service 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 while maintaining the employment contract will not be considered as an interruption.
4. The employee has the option of buying or selling 4 extra-statutory holidays per calendar year. The value of a holiday is determined in accordance with the provisions of paragraph 10 of this Article.
5. Unless contrary to Article 7:635 of the Dutch Civil Code, the employee will not be entitled to holidays for the period during which he has no right to remuneration in money due to the non-performance of the stipulated work.
6. The total holiday entitlement will 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 lasted for at least 2 months without interruption.
- 7.a. The employer will encourage employees to take their holidays in the current holiday year. To this end, the employer will draw up adequate annual holiday plans in good time and in consultation with the employees.

- 7.b. At his request, the employee can enjoy three weeks of consecutive holiday insofar as he has sufficient entitlement in the holiday year in question.
- 7.c. Employees over the age of 50 will, if they so wish, enjoy — insofar as their 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.
- 7.d. The employer will set the dates for the beginning and end of the holidays after consulting with the employee, with the start of the consecutive holiday falling in the period from 1 May to 30 September as far as possible.
- 7.e. The employer may not stipulate that a delay during a trip abroad lasting several days is to be regarded as a holiday, unless otherwise agreed with the employee at his request.
- 7.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, this must be announced in writing at least two months in advance.
8. 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, this will be settled in the final settlement.
9. For each day of holiday to which the employee is entitled on termination of the employment contract and which is not taken, the job rate for one day plus the holiday allowance and (if applicable) the shift bonus and personal allowance will be paid.
10. 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 rate 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 (Article 33), the Allowances Matrix (Article 37) the dirty work allowance (Article 38A), the cold weather allowance (Article 38B), the call-out allowance (Article 42), the travelling hours for workers on mobile cranes (Article 47) and the irregular hours allowance (Article 4, Annex VII). As 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 rate.
- 11.a. The employer is obliged to keep a record of the holiday days/hours taken by or paid out to the employee.
- 11.b. Amendments regarding the (remaining) number of holidays/hours must be stated on the payslip.
- 11.c. At the end of employment, the employer will provide the employee with a statement showing the final payable number of holiday days/hours.

Article 67b

Personal Choice Budget (PKB)

1. The mandatory Personal Choice Budget (PKB) scheme has been abolished. However, the option to make voluntary arrangements at company level remains. 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 wages, 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 8 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 may be made between money, time off or training (both job-oriented and non job-oriented). If time off is chosen, 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 off 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 7a.
3. The ATV holidays allocated in accordance with paragraph 2 lapse in the event of incapacity for work on the scheduled day(s).

Article 69

Holiday allowance

1. For each calendar year, the employee is entitled to a holiday allowance amounting to 8% of the wages calculated over the fourth payment period of the current calendar year times thirteen, and in case of monthly wage payments, 8% of the salary for the month of April of the current calendar year times twelve. The wage as referred to in this article means the applicable job rate, 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 and for skilled drivers and crane operators under the age of 21 is at least 104% of the wages applicable in the fourth payment period of the current calendar year, or at least 96% of the wages for the month of April of the current calendar year in the case of monthly payment, belonging to scale D, spine point 1. For young employees within the meaning of Article 20, this minimum will 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 will be entitled to a proportional share.
4. The holiday allowance must be paid in the month of May for the current calendar year. In consultation between the employee and the employer, monthly payment of the holiday pay may be agreed at company level. Agreement on this with the individual employee must be reached in the previous 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 its service for less than one year, or who have been in service for less than 3 years under a temporary contract.
6. If the employee's employment ends before the fourth payment period or before April, the wages most recently earned will — 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 will be added together if they follow each other with an interruption of less than 4 weeks.

Article 69A: Deleted

Article 69B

Terms of employment as of 1 July 2017

From 1 July 2017, the terms of employment 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 0.26% of the wage margin available as from 1 July 2024.

Article 69D

Wage tables for employees working for companies previously covered by the Collective Agreement Goederenvervoer Nederland

For employees working for companies previously covered by the Collective Agreement Goederenvervoer Nederland, a discount of 0.26% will apply to the wage tables as set out in Article 25 of this Collective Agreement from 1 January 2024.

July 2024 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.

No later than December 2024, the new discount for former KNV companies will be calculated and communicated with the social partners. This discount will then be applied to the TLN wage structure as of 1 January 2025.

Please note: if the job grade wage in the tables below falls below the statutory minimum wage, the statutory minimum wage must be used as the job grade wage.

KNV pay scales as of 1 January 2024 (+ 4%)

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
A 1	530.80	2123.20	2317.83	13.27	17.25	19.91
A 2	535.10	2140.40	2326.61	13.38	17.39	20.07
A 3	556.50	2226.00	2419.66	13.91	18.08	20.87
A 4	578.76	2315.04	2516.45	14.47	18.81	21.71
A 5	601.91	2407.64	2617.10	15.05	19.57	22.58
A 6	625.99	2503.96	2721.80	15.65	20.35	23.48
B 1	541.64	2166.56	2355.05	13.54	17.60	20.31
B 2	563.31	2253.24	2449.27	14.08	18.30	21.12
B 3	585.84	2343.36	2547.23	14.65	19.05	21.98
B 4	609.27	2437.08	2649.11	15.23	19.80	22.85
B 5	633.64	2534.56	2755.07	15.84	20.59	23.76
B 6	658.99	2635.96	2865.29	16.47	21.41	24.71
C 1	565.10	2260.40	2457.05	14.13	18.37	21.20
C 2	587.70	2350.80	2555.32	14.69	19.10	22.04
C 3	611.21	2444.84	2657.54	15.28	19.86	22.92
C 4	635.66	2542.64	2763.85	15.89	20.66	23.84
C 5	661.09	2644.36	2874.42	16.53	21.49	24.80
C 6	687.53	2750.12	2989.38	17.19	22.35	25.79
D 1	601.64	2406.56	2615.93	15.04	19.55	22.56
D 2	625.71	2502.84	2720.59	15.64	20.33	23.46
D 3	650.74	2602.96	2829.42	16.27	21.15	24.41
D 4	676.77	2707.08	2942.60	16.92	22.00	25.38
D 5	703.84	2815.36	3060.30	17.60	22.88	26.40
D 6	731.99	2927.96	3182.69	18.30	23.79	27.45
E 1	631.03	2524.12	2743.72	15.78	20.51	23.67
E 2	656.27	2625.08	2853.46	16.41	21.33	24.62
E 3	682.52	2730.08	2967.60	17.06	22.18	25.59
E 4	709.82	2839.28	3086.30	17.75	23.08	26.63
E 5	738.21	2952.84	3209.74	18.46	24.00	27.69
E 6	767.74	3070.96	3338.13	19.19	24.95	28.79
E 7	798.45	3193.80	3471.66	19.96	25.95	29.94
F 1	659.52	2638.08	2867.59	16.49	21.44	24.74
F 2	685.90	2743.60	2982.29	17.15	22.30	25.73
F 3	713.34	2853.36	3101.60	17.83	23.18	26.75
F 4	741.87	2967.48	3225.65	18.55	24.12	27.83
F 5	771.54	3086.16	3354.66	19.29	25.08	28.94
F 6	802.40	3209.60	3488.84	20.06	26.08	30.09
F 7	834.50	3338.00	3628.41	20.86	27.12	31.29
F 8	867.88	3471.52	3773.54	21.70	28.21	32.55

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
G 1	696.72	2786.88	3029.34	17.42	22.65	26.13
G 2	724.59	2898.36	3150.52	18.11	23.54	27.17
G 3	753.57	3014.28	3276.52	18.84	24.49	28.26
G 4	783.71	3134.84	3407.57	19.59	25.47	29.39
G 5	815.06	3260.24	3543.88	20.38	26.49	30.57
G 6	847.66	3390.64	3685.63	21.19	27.55	31.79
G 7	881.57	3526.28	3833.07	22.04	28.65	33.06
G 8	916.83	3667.32	3986.38	22.92	29.80	34.38
G 9	953.50	3814.00	4145.82	23.84	30.99	35.76
H 1	734.08	2936.32	3191.78	18.35	23.86	27.53
H 2	763.44	3053.76	3319.44	19.09	24.82	28.64
H 3	793.98	3175.92	3452.23	19.85	25.81	29.78
H 4	825.74	3302.96	3590.32	20.64	26.83	30.96
H 5	858.77	3435.08	3733.93	21.47	27.91	32.21
H 6	893.12	3572.48	3883.29	22.33	29.03	33.50
H 7	928.84	3715.36	4038.60	23.22	30.19	34.83
H 8	965.99	3863.96	4200.12	24.15	31.40	36.23
H 9	1004.63	4018.52	4368.13	25.12	32.66	37.68
H 10	1044.81	4179.24	4542.83	26.12	33.96	39.18

KNV - Job rate scales as of 1 July 2024 (+ 2%)

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
A 1	530.80	2123.20	2317.83	13.27	17.25	19.91
A 2	545.80	2183.20	2373.14	13.65	17.75	20.48
A 3	567.63	2270.52	2468.06	14.19	18.45	21.29
A 4	590.34	2361.36	2566.80	14.76	19.19	22.14
A 5	613.95	2455.80	2669.45	15.35	19.96	23.03
A 6	638.51	2554.04	2776.24	15.96	20.75	23.94
B 1	552.48	2209.92	2402.18	13.81	17.95	20.72
B 2	574.58	2298.32	2498.27	14.36	18.67	21.54
B 3	597.56	2390.24	2598.19	14.94	19.42	22.41
B 4	621.46	2485.84	2702.11	15.54	20.20	23.31
B 5	646.32	2585.28	2810.20	16.16	21.01	24.24
B 6	672.17	2688.68	2922.60	16.80	21.84	25.20
C 1	576.40	2305.60	2506.19	14.41	18.73	21.62
C 2	599.46	2397.84	2606.45	14.99	19.49	22.49
C 3	623.44	2493.76	2710.72	15.59	20.27	23.39
C 4	648.38	2593.52	2819.16	16.21	21.07	24.32
C 5	674.31	2697.24	2931.90	16.86	21.92	25.29
C 6	701.28	2805.12	3049.17	17.53	22.79	26.30
D 1	613.67	2454.68	2668.24	15.34	19.94	23.01
D 2	638.22	2552.88	2774.98	15.96	20.75	23.94
D 3	663.75	2655.00	2885.99	16.59	21.57	24.89
D 4	690.30	2761.20	3001.42	17.26	22.44	25.89
D 5	717.91	2871.64	3121.47	17.95	23.34	26.93
D 6	746.63	2986.52	3246.35	18.67	24.27	28.01
E 1	643.64	2574.56	2798.55	16.09	20.92	24.14
E 2	669.39	2677.56	2910.51	16.73	21.75	25.10
E 3	696.17	2784.68	3026.95	17.40	22.62	26.10
E 4	724.02	2896.08	3148.04	18.10	23.53	27.15
E 5	752.98	3011.92	3273.96	18.82	24.47	28.23
E 6	783.10	3132.40	3404.92	19.58	25.45	29.37
E 7	814.42	3257.68	3541.10	20.36	26.47	30.54
F 1	672.70	2690.80	2924.90	16.82	21.87	25.23
F 2	699.61	2798.44	3041.90	17.49	22.74	26.24
F 3	727.59	2910.36	3163.56	18.19	23.65	27.29
F 4	756.69	3026.76	3290.09	18.92	24.60	28.38
F 5	786.96	3147.84	3421.70	19.67	25.57	29.51
F 6	818.44	3273.76	3558.58	20.46	26.60	30.69
F 7	851.18	3404.72	3700.93	21.28	27.66	31.92
F 8	885.23	3540.92	3848.98	22.13	28.77	33.20

Pay scale/spine point	Amounts per			Hourly wage at		
	Week	4 weeks	Month	100%	130%	150%
G 1	710.64	2842.56	3089.86	17.77	23.10	26.66
G 2	739.07	2956.28	3213.48	18.48	24.02	27.72
G 3	768.63	3074.52	3342.00	19.22	24.99	28.83
G 4	799.38	3197.52	3475.70	19.98	25.97	29.97
G 5	831.36	3325.44	3614.75	20.78	27.01	31.17
G 6	864.61	3458.44	3759.32	21.62	28.11	32.43
G 7	899.19	3596.76	3909.68	22.48	29.22	33.72
G 8	935.16	3740.64	4066.08	23.38	30.39	35.07
G 9	972.57	3890.28	4228.73	24.31	31.60	36.47
H 1	748.74	2994.96	3255.52	18.72	24.34	28.08
H 2	778.69	3114.76	3385.74	19.47	25.31	29.21
H 3	809.84	3239.36	3521.18	20.25	26.33	30.38
H 4	842.23	3368.92	3662.02	21.06	27.38	31.59
H 5	875.92	3503.68	3808.50	21.90	28.47	32.85
H 6	910.96	3643.84	3960.85	22.77	29.60	34.16
H 7	947.40	3789.60	4119.30	23.69	30.80	35.54
H 8	985.30	3941.20	4284.08	24.63	32.02	36.95
H 9	1024.71	4098.84	4455.44	25.62	33.31	38.43
H 10	1065.70	4262.80	4633.66	26.64	34.63	39.96

Article 70

Protection of trade union officials

1. The employer must ensure that the position of a trade union representative of a workers organisation at the company is not harmed due to his union work.
2. A trade union representative of a workers organisation is a person working in the company who holds an administrative or representative position for the workers 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 representatives of the workers 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 representative of one of the workers 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 SER decree on merger rules, an employer who employs at least 50 people is obliged to involve the employer organisations and the workers organisations as soon as possible in the event of mergers, shutdowns, consolidations, takeovers and so on.
2. In the event of a reduction of work at 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 workers organisations must be involved. The workers made redundant in this context must 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 must immediately be reported to the workers organisations. The workers 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 workers organisations.

Article 73

Charter provision

1. In subcontracting agreements performed at or through the employer's company established in the Netherlands, the employer is obliged to stipulate to independent entrepreneurs acting as employers that the basic terms of employment of this Collective Agreement are to be granted to their employees when this follows from the Posting of Workers Directive, even if the jurisdiction of a country other than the Netherlands has been elected.
2. The employer is obliged to inform the employees referred to in paragraph 1 of this Article of the basic terms of employment 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 Transport of Goods by Road and mobile crane hire, PO Box 3008, 2700 KS Zoetermeer.
- 1.b. Additional agreements must 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 must be submitted to the Collective Agreement parties, c/o the secretary of the forum for the Collective Agreement for the Professional Transport of Goods by Road and Mobile Crane Hire, PO Box 3008, 2700 KS Zoetermeer.
4. The request must be submitted in writing to the Collective Agreement parties, stating "Dispensation".
5. As a minimum, the request must include:
 - 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 will 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 will inform the applicant that the request will be taken into consideration.

9. When assessing whether to grant dispensation, parties to the Collective Agreement will 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 a workers organisation that is independent of the employer.
10. The Collective Agreement parties will 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 will notify the applicant of the decision in writing, stating the reasons.
12. The employer does not need to submit a dispensation request for the payment of amounts that can be brought under the work-related expenses scheme.

Article 75

New work schedules

Where the introduction of new work schedules is obstructed by one or more Articles of the Collective Agreement, it is only possible, in consultation with the workers organisations, to deviate from that Article or those Articles if the following preconditions are met:

- as far as possible, the employee's income level must 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 schedule thus agreed must be communicated to and registered by the Collective Agreement secretariat.

Article 76

Working Hours Decree for Transport

1. The parties to the Collective Agreement have made mutual arrangements 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 parties to the Collective Agreement 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. transport of live animals
 - b. transport of morning newspapers
 - c. transport of postal items and parcels

- d. collective domestic transport of flower bulbs, flowers, plants and nursery products.
4. By way of derogation from Article 8, paragraph 4, in conjunction with Article 4, point g of Regulation (EC) No. 561/2006, employees are entitled to the following hours of daily rest after they have returned to their place of work:
- a. 10 hours, 3 times a week
 - b. 11 hours, 2 times a week

Article 77 (expired)

Article 78

Compliance with the Collective Agreement

- 1.a. At the written request of a workers 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, point 2b, 8 + 10, 16, 19, 20, 21, 25, 26a, 29 paragraphs 3 and 4, 40, 67a, 68, 69, 69B to 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 will 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 complied with, the employer will be liable to pay compensation to the workers organisation according to Article 15 of the Collective Agreements Act. The relevant workers organisation will pay the compensation it has received to Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen.
- 1.d. If the request from the workers organisation to the employer is not made on reasonable grounds, the workers 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 will 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 will take place if the employer has already been verified for compliance with the Collective Agreement by one of the workers 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 terms 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 workers 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 will consult with a view to finding a solution to the problem.

Article 80

Trade union membership fees

At the request of the employee, an employer is obliged to allow room within the work-related expenses scheme for the tax set-off of the trade union membership fee. The employee must have made this request known to the employer no later than 1 October of the previous calendar year.

Employees who enter employment after 1 October 2023 can only be granted the request if the employer still has sufficient room within the work-related expenses scheme.

Article 81

Termination/extension of the Collective Agreement

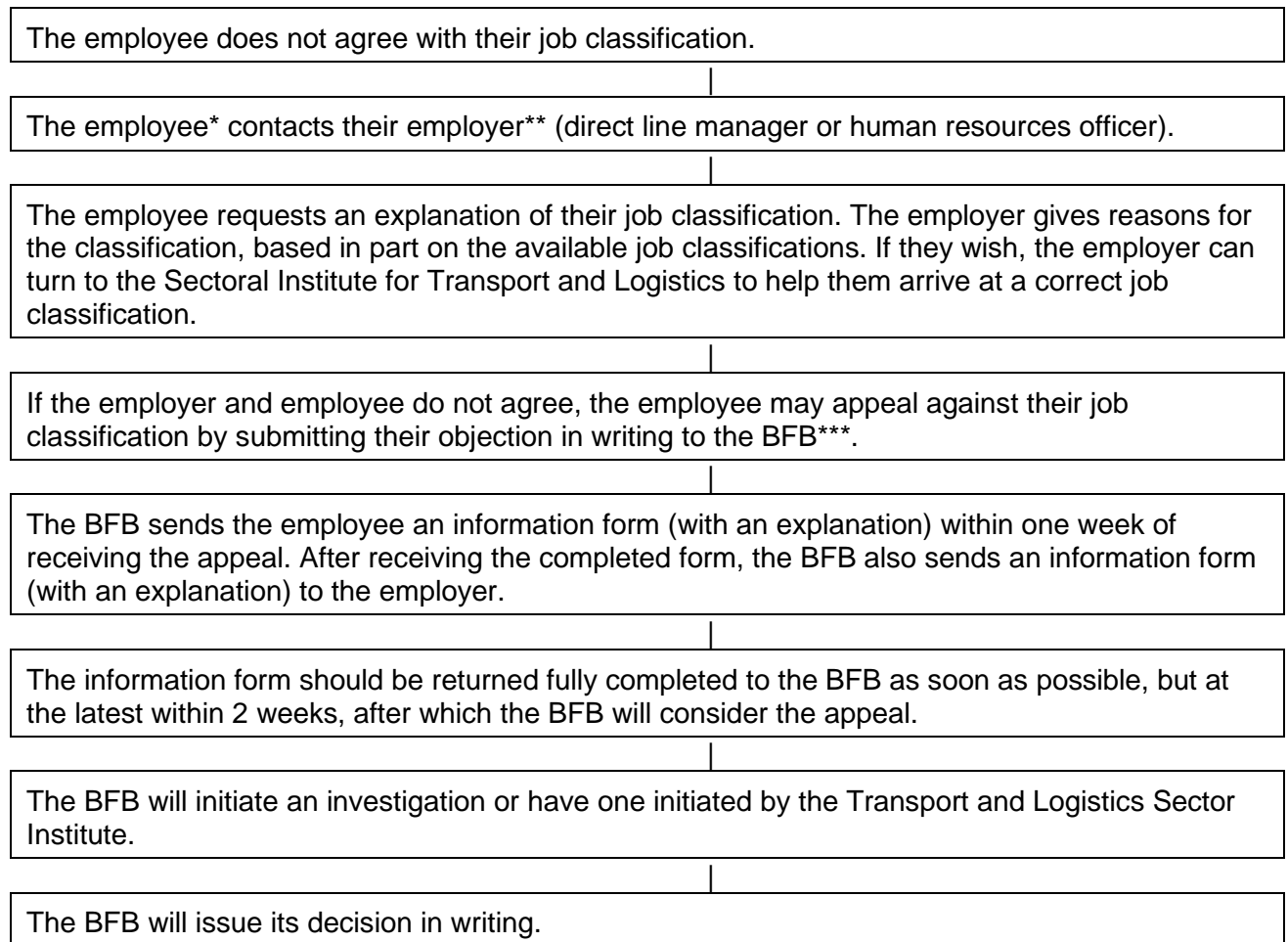
1. If neither party has informed the other party by registered post at least three months before the end of this agreement that it does not wish to extend this agreement, the agreement will be deemed to have been tacitly extended for a period of one year. This method of extension applies for each subsequent one-year period.
2. If one of the parties informs the other party by registered post 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 will remain in full force and effect for up to 3 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

ANNEX I

Appeals 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 Sectoral Institute for Transport and Logistics (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 (Appeals Committee on Job Classification for the Professional Transport of Goods by Road and Mobile Crane Hire), PO Box 308, 2800 AH Gouda.

ANNEX II

Rules governing the Appeals Committee on Job Classification for the Professional Transport of Goods by Road and Mobile Crane Hire (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 chair and two members. Both the employer organisations, which are party to the Collective Agreement, and the workers organisations, which are party to the Collective Agreement, appoint a member and a deputy member of the committee. The members thus appointed jointly propose a chair and a deputy chair to the Collective Agreement parties. The parties to the Collective Agreement appoint the chair and a deputy chair.

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

Article 3

The chair and the members of the BFB and their alternates will 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 chair or deputy chair and members or deputy members may be reappointed. Any vacancies arising in the interim will be filled as soon as possible.

Article 4

A secretary will 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 employer and workers organisations that are party to the Collective Agreement.

Article 5

The chair and deputy chair, and members and deputy members will 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, will 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 will 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 will send each of the parties an authenticated copy of the decision.

ANNEX III

Rest and breaks according to article 26A

Consecutive rest means:

the actual uninterrupted rest enjoyed by an employee, subject to the following:

a minimum of 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 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 regulations

There are several options for terminating employment contracts under the employment law. 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, he 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, this may apply in a situation where an employee fails to obtain a certificate of good conduct but needs it to carry out their work. If the employee disagrees with the termination of their temporary employment contract and cannot reach an agreement with the employer, he can submit his 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 Employee Insurance Agency (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 may 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 he can defend himself.

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, he 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, he can submit his objections to the subdistrict court within two months of the end date of his employment.

Termination

Unless another day has been designated by written agreement or by custom, notice of termination must 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 will be shortened in accordance with the regulations laid down in the Dutch Civil Code, on the understanding that the remaining notice period will be at least one month.

ANNEX V

PROTOCOL ON INCAPACITY FOR WORK

The parties agree that:

The "Arbeidsgeschiktheid geregeld" report by Mercer/RCW serves a good basis for having Gezond Transport* function optimally in terms of prevention and rehabilitation. 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 rehabilitation company. Any training will as far as possible take place during working hours and at the employer's expense. SOOB will subsidise 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 rehabilitation of people who are partially incapable of work in suitable positions in the sector, whereby the development of a digital job vacancy bank will be expressly looked into.

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

Employer's obligations

- During the rehabilitation 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). Maximum use will be made of the options afforded by the law in this 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 action plan will be aimed at finding suitable work outside the employer's company, preferably within the sector.

Employee's obligations

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

Offering suitable work

- If, within the framework of the rehabilitation of the sick employee (who is incapable of work), an offer of suitable work is made, the employer will in the first instance endeavour to make an offer of suitable internal work, taking the employee's training and experience into account, among other things.
- If it is not possible to offer suitable work internally, the employer will 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 must 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 rehabilitation company or certified doctor.
- The offer also states the statutory right of the employee to request a second opinion from the Employee Insurance Agency (UWV) or an independent company doctor. The employee must request the second opinion within 10 days, unless the employee can demonstrate that he needs more time.
- During the period in which no decision has been taken on the request for a second opinion, the wages will continue to be paid in full for a maximum of 2 weeks. If the ruling is in favour of the employee, wages will continue to be paid for the entire period. The costs of requesting the second opinion will be borne by the party ruled against.
- The employer will 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 advisor if the employer offers him suitable internal or external work.

Legal position of the employee

Implications of internal redeployment

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

Implications of external placement within or outside the sector

External rehabilitation is deemed successful when the employee has returned to work with an 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 option of resuming work with the employee's own employer must be discussed on a regular basis within the framework of the action plan.

Income on delay of claim under the Work and Income (Capacity for Work) Act (WIA) or WIA benefit

If, after the second year of illness, benefits under the Return-to-Work Scheme for Partially Disabled Persons (WGA) do not start or start later due to a sanction imposed by the Employee Insurance Agency (UWV) on the employer, the wage payment and the supplement to the wage 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 WGA benefits. Payment of wages is understood to mean the income that is also received during the second year of illness.

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

Annex VI

Pay scale for the calculation of wages in the event of incapacity for work

no industrial accident

spine point 1	A	job rate	100%
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spine point 2	+	Personal allowance	100%
	+	Shift allowance	average over previous 52 weeks
	+	Dirty work allowance	average over previous 52 weeks
	+	Allowances matrix	average over previous 52 weeks
	+	Irregular hours allowance	average over previous 52 weeks
B		total supplements	

spine point 3	+	Overtime	average over previous 52 weeks
	+	Saturday hours (40+)	average over previous 52 weeks
	+	Sunday hours (40+)	average over previous 52 weeks
	+	Allowance for Sat/Sun hours	average over previous 52 weeks
C		total overtime, Saturday and Sunday hours	max. 48.75% or value of 15 overtime hours per week

spine point 4	D	$C \times 0.75$	max. 22.75% or value of 7 Overtime per week
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spine point 5	TOTAL	A+B+D	
---------------	-------	-------	--

industrial accident

spine point 1	A	job rate	100%
---------------	---	----------	------

spine point 2	+	Personal allowance	100%
	+	Shift allowance	average over previous 52 weeks
	+	Dirty work allowance	average over previous 52 weeks
	+	Allowances matrix	average over previous 52 weeks
	+	Irregular hours allowance	average over previous 52 weeks
B		total supplements	

spine point 3	+	Overtime	average over previous 52 weeks
	+	Saturday hours (40+)	average over previous 52 weeks
	+	Sunday hours (40+)	average over previous 52 weeks
	+	Allowance for Sat/Sun hours	average over previous 52 weeks
C		total overtime, Saturday and Sunday hours	max. 48.75% or value of 15 overtime hours per week

spine point 4	TOTAL	A+B+C	
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Annex VII

Logistical services

Article 1

Scope

1. **With the agreement of the Collective Agreement parties, the employer may declare this chapter applicable** to all or part of the staff working in its logistical service.
2. If this Chapter is declared applicable, it will 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, Article 10, paragraph 5, and Articles 26, 27, 33 and 36 will not apply.
4. **The employer must notify the parties to the Collective Agreement of the application of this chapter.**

Article 2

Duty roster/working time schedule

1. The job rates apply for 160 working hours per four-week period and 173.92 working hours per month.
2. Wages will 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.
3. The employer (with the approval of a workers organisation involved in the Collective Agreement) will 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 part-time employees, 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, employees must have 48 consecutive hours off between 12:00 on Friday and 12:00 on Monday, and a minimum of 45 hours off.
 - 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 in advance, but must do so at least 1 day in advance. In that case, the employer will in all cases announce 28 days in advance which days off are scheduled and which shifts will be worked. The hours worked must be between 06:00 and 07:00 and 18:00 and 19:00 respectively on a day shift, between 12:00 and 00:00 on an evening shift, and between 18:00 and 19:00 and 06:00 and 07:00 respectively on a night shift.
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 3

Employee influence on the schedule

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

Article 4

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 a workers organisation.
2. No allowances apply during the day window from Monday to Friday.
3. For a day window of 06:00-18:00 the allowances are
 - for the hours from Monday to Friday between 18:00-00:00, 35% per hour
 - for the hours from Monday to Friday between 00:00-06:00, 45% per hour.
4. For a daytime window of 07:00-19:00 the allowances are
 - for the hours from Monday to Friday between 19:00 and 00:00. 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. In such case, the allowances normally applicable for Saturday or Sunday apply for the agreed days off. On Saturday or Sunday, the day window applies.

Article 5

Concurrence of overtime bonus and irregular hours bonus

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

Article 6

By way of derogation from Article 4, hours worked on public holidays will be paid in accordance with Article 33, paragraph 6 of the Collective Agreement.

Article 7

Reduction of working hours

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

Article 8

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 on top of his basic wages 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 system
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 9

Wages in case of incapacity for work

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

Article 10

Holiday allowance

The wages referred to in Article 69 will 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 11

Paid leave

By derogation from Articles 64 and 65 insofar as necessary, 8 hours per day will be registered for holidays, ATV days (days off under the reduction of working hours scheme) and special leave.

Article 12

Trial

This chapter is being introduced on a trial basis. The application of this chapter will be evaluated after 1 year.

**Collective Agreement for the Training and Development Fund for the
Professional Transport of Goods by Road and Mobile Crane Hire**

1 July 2022 – 1 July 2027

COLLECTIVE AGREEMENT FOR THE TRAINING AND DEVELOPMENT FUND FOR THE PROFESSIONAL TRANSPORT OF GOODS BY ROAD AND MOBILE CRANE HIRE

General provision

Where in this Collective Agreement, the male form of pronouns or nouns is used, this is done in a neutral sense. As such, this must at all times be read to also include the female form.

ARTICLE 1

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, logistical services or mobile crane rental.
2. b. The main activity of the company is something other than professional road haulage, logistical services or 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 entity 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 2

Definitions

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 5 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. Foundation: Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen, established in Amsterdam.
4. SOOB Collective Agreement: the Collective Agreement for the Training and Development Fund for the Professional Transport of Goods by Road and Mobile Crane Hire.

ARTICLE 3

Implementation

The further implementation of this agreement will take place in accordance with the articles of association and regulations of the Foundation. These articles of association and regulations form an integral part of this Collective Agreement. The articles of association and regulations must not contain any provision contrary to this agreement.

ARTICLE 4

Contribution

1. The employer owes an annual contribution per calendar year for the benefit of the Foundation on their gross wage bill for social insurance in the current year, on the understanding that the tax base per employee is no more than the maximum daily wage on which the contribution is due applicable for that year reduced to an annual amount pursuant to the Social Insurance Financing Act (Wfsv).
The employer owes an annual contribution of 0.86% of the aforementioned wages. The above amount on which the contribution is due will be recalculated to an amount per month.
2. The employer is obliged, at the written request of the Foundation, to provide a statement of the wages on which the contribution is due referred to under paragraph 1 in a manner to be determined within 30 days of the date of this request.

3. In the event of non-fulfilment of the request referred to under paragraph 2, the contribution due will be fixed at a flat rate.
4. The employer owes the fund the full contribution for the employee in service. Part of the contribution, amounting to 0.245% of the wages on which the contribution is due, is borne by the employee, who owes his share of the contribution to the employer. The employer is obliged to deduct from the wage payments the share of the contribution that the employee owes to his employer with regard to the period to which the wage payment relates.
5. The employer is obliged to pay the contribution it owes to the fund within 28 days of its confirmation and dispatch of the relevant invoice by the fund.
6. In the event of late payment of the contribution due, the employer is in default due to the mere expiry of the term.
The fund is then authorised to claim:
 - interest on the amount due on the day that the amount due should have been paid and
 - reimbursement of the extrajudicial collection costs, without prejudice to the other costs of prosecution due under the law.

The interest is calculated according to the percentage of the statutory interest as referred to in Book 6, Articles 119 and 120 of the Dutch Civil Code that applies to the period for which the interest is claimed by the fund. The extrajudicial collection costs are set at 15% of the amount due, with a minimum of €50 and a maximum limit of €5,500.
7. The legal claim for repayment of any unduly paid contribution lapses three years after the end of the financial year in relation to which the contribution was paid.

ARTICLE 5

Use of funds

1. The funds available under Article 4 will be used to finance or subsidise:
 - a. the costs relating to:
 1. providing information and promotion with regard to employment terms and working conditions, the relevant social security and labour market developments;
 2. information, training, education and development with regard to laws and regulations and relevant developments in the field of:
 - terms of employment;
 - industrial relations;
 - social security;
 - labour-related business operations and job development; and
 - employability;
 3. carrying out research and issuing publications in the field of the labour market and working conditions;
 4. work to increase participation in the labour market and to improve the functioning of the labour market of the sector;
 5. the handling by social partners of dispensation requests and/or questions about the collective agreements in force in the industry;

6. promoting compliance with the collective agreements in force in the industry.
 - b. the activities of Stichting Sectorinstituut Transport en Logistiek, consisting of:
 1. providing information on the job grading system and its application;
 2. developing and managing reference jobs;
 3. conducting company visits, job assessments, job descriptions and grades.
 - c. activities in the field of occupational health care in the industry by Stichting Sectorinstituut Transport en Logistiek and other foundations working in this field, consisting of:
 1. promoting a good occupational health and safety and absenteeism policy, risk assessment, occupational health and safety check at smaller companies, workplace research, rehabilitation, back projects, trauma counselling, consultation with works councils, inspections, social team consultation and consultation hours;
 2. research and development activities, the results of which will be published;
 3. information on preventive occupational health care and absenteeism policies.
 - d. activities in the field of training and development by Stichting Sectorinstituut Transport en Logistiek or other foundations working in this field, consisting of:
 1. promoting and/or providing vocational training for future and currently employed personnel in the industry;
 2. promoting the advancement of the professional competence of future and currently employed personnel in the industry;
 3. promoting the achievement of the necessary driving licences by students in professional goods transport by granting credits;
 4. negotiating the arrangement of apprenticeships and internships for the vocational training route for full and part-time secondary education;
 5. establishing and maintaining one or more study centres for the industry;
 6. promoting and maintaining practical training;
 7. taking examinations and issuing professional diplomas and certificates;
 8. research and publication in the field of the sector's labour market.
 - e. the work required to ensure compliance with the employment terms agreed for the industry, consisting of:
 1. supervising compliance with the collective agreements in force in the industry;
 2. counteracting any breaches of the collective labour agreements in force in the industry;
 3. drawing up rules of conduct.
 - f. unforeseen or specifically defined projects to be proposed by the employers covered by the SOOB Collective Agreement, with the approval of the board, resulting from new laws and regulations and developments in the field of:
 - terms of employment;
 - industrial relations;
 - social security;
 - labour-related business operations and job development; and
 - employability.
 - g. providing labour market guidance projects for the sector aimed at the (long-term) unemployed, partially disabled, young people, minorities and industry switchers.
2. All activities financed by the foundation are carried out for the benefit of all employers or employees working in the carriage goods by road and mobile crane hire.

ARTICLE 6

Interim review

If, during the period for which this Collective Agreement has been agreed, extraordinary circumstances arise surrounding training and development, which, in the opinion of one or more of the contracting organisations, should give rise to interim amendments to this Collective Agreement, each organisation is entitled to invite the other contractors to hold a discussion. The parties involved in the SOOB Collective Agreement may, as a result, amend the SOOB Collective Agreement in the interim, following mutual agreement.

ARTICLE 7

Dispensation

- 1) Employers falling within the scope have the option of requesting dispensation from the application of this Collective Agreement or one or more articles thereof.
- 2) A request for dispensation should be submitted to the Collective Agreement parties, c/o the secretary of the forum of the Collective Agreement for the Professional Transport of Goods by Road and Mobile Crane Hire, PO Box 3008, 2700 KS Zoetermeer.
- 3) The request must be submitted in writing to the Collective Agreement parties, stating "Dispensation".
- 4) As a minimum, the request must include:
 - 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.
- 5) If the Collective Agreement parties believe that the request is insufficiently described, motivated or documented, the applicant must 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.
- 6) The request will not be processed if the additional information is not (sufficiently) provided. The applicant will be informed of this in writing.
- 7) 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 will inform the applicant that the request will be taken into consideration.
- 8) When assessing whether to grant dispensation, parties to the Collective Agreement will 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 a workers organisation that is independent of the employer.
- 9) The Collective Agreement parties will 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.

10) The Collective Agreement parties will notify the applicant of the decision in writing, stating the reasons.

ARTICLE 8

Termination of the agreement

Notice of termination of the SOOB Collective Agreement by one of the parties must be served by registered letter no later than two months before the end of this period. If no termination has taken place, this agreement will be deemed to have been tacitly renewed, each time for a period of one year.

ARTICLE 9

The Collective Agreement has been entered into for a period of 5 years, running from 1 July 2022 to 30 June 2027.

REGULATIONS

**STICHTING OPLEIDINGS- EN ONTWIKKELINGSFONDS BEROEPSGOEDVERVOER OVER DE WEG EN
DE VERHUUR VAN MOBIELE KRANEN**

ARTICLE 1

Definitions

In these regulations, the following definitions apply:

- Fund : Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de Verhuur van Mobiele Kranen;
- Employer : the employer as referred to in Article 1 of the Collective Agreement for the Training and Development Fund for the Professional Transport of Goods by Road and Mobile Crane Hire;
- Administrator : TKP Pensioenen, established in Groningen
- SOOB Collective Agreement : the Collective Agreement for the Training and Development Fund for the Professional Transport of Goods by Road and Mobile Crane Hire.

ARTICLE 2

Contribution

1. Pursuant to Article 4, paragraph 1 of the SOOB Collective Agreement, the employer owes annual contributions to the Fund, which are levied by the administrator. The employer is discharged of the aforementioned obligation by paying the amount owed to the administrator. Pursuant to Article 4, paragraph 4 of the SOOB Collective Agreement, part of the contribution is borne by the employee, who owes his share of the contribution to the employer. The employer is obliged to deduct from the wage payments the share of the contribution that the employee owes to his employer with regard to the period to which the wage payment relates.
2. The employer is obliged to provide the administrator — in the manner and at the times to be determined by the administrator — with the information that, in the opinion of the administrator, is required to calculate the contribution owed and the advance to be claimed. If the employer does not provide the administrator with the required information or fails to do so in a timely manner or in full, the administrator is authorised to determine the amount of the contribution or advance to the best of its knowledge. The costs of collecting and providing the information requested by the administrator will be borne by the employer.
3. In the event of late payment of the advance instalment, the entire remaining amount of the advance invoice will become immediately due and payable.
4. In the event of late payment of the contribution due, the employer is in default due to the mere expiry of the term. The fund is then authorised to claim:
 - interest on the amount due on the day that the amount due should have been paid and

- reimbursement of the extrajudicial collection costs, without prejudice to the other costs of prosecution due under the law.

The interest is calculated according to the percentage of the statutory interest as referred to in Book 6, Articles 119 and 120 of the Dutch Civil Code that applies to the period for which the interest is claimed by the fund. The extrajudicial collection costs are set at 15% of the amount due, with a minimum of €50 and a maximum limit of €5,500.

ARTICLE 3

Contribution amount

1. The employer owes an annual contribution per calendar year for the benefit of the Foundation on their gross wage bill for social insurance in the current year, on the understanding that the tax base per employee is no more than the maximum daily wage on which the contribution is due applicable for that year reduced to an annual amount pursuant to the Social Insurance Financing Act (Wfsv).
The employer owes an annual contribution of 0.86% of the aforementioned wages.
2. The employer is obliged, at the written request of the Foundation, to provide a statement of the wages on which the contribution is due referred to under paragraph 1 in a manner to be determined within 30 days of the date of this request.
3. In the event of non-fulfilment of the request referred to under paragraph 2, the contribution due will be fixed at a flat rate.
4. The employer owes the fund the full contribution for the employee in service. Part of the contribution, amounting to 0.245% of the wages referred to in point 1 on which the contribution is due, is borne by the employee, who owes his share of the contribution to the employer.
The employer is obliged to deduct from the wage payments the share of the contribution that the employee owes to his employer with regard to the period to which the wage payment relates.

ARTICLE 4

Distribution of funds

The distribution of the funds received under Article 4 of the SOOB Collective Agreement is based on the following breakdown:

1. A maximum of 0.157% will benefit the activities described in Article 3A, paragraph 1, point a of the articles of association.
2. A maximum of 0.01% will benefit the activities described in Article 3A, paragraph 1, point b of the articles of association.
3. A maximum of 0.08% will benefit the activities described in Article 3A, paragraph 1, point c of the articles of association.

4. A maximum of 0.51% will benefit the activities described in Article 3A, paragraph 1, point d of the articles of association, of which a maximum of 0.4% is intended for Stichting Sectorinstituut Transport en Logistiek.
5. A maximum of 0.103% will benefit the activities described in Article 3A, paragraph 1, point e of the articles of association.
6. A maximum of 0.04% is intended for projects to be designated by the employers covered by the SOOB Collective Agreement, with the approval of the board, as described in Article 3, paragraph 1, point f of the articles of association. These projects are financed using the general resources of the fund.

ARTICLE 5

Procedure

1. Applications for funding must be submitted in writing to the board:
 - for one-off grants: as soon as possible;
 - for regular grants: annually before 1 October preceding the year to which the grant application relates.

A budget for the use of the requested funds must be sent with the applications. This budget must contain a detailed breakdown in accordance with the spending targets or activities specified in Article 3A of the articles of association. The funds are allocated for one year at a time.
2. Every year, the institution receiving a grant will be accountable to the board of the foundation for the use of the funds received. The justification for the use of the funds received must be submitted in writing to the board, accompanied by a statement audited by a chartered accountant or accountancy consultant with certified authority:
 - for one-off grants: as soon as possible after the use of these funds;
 - for regular grants: annually before 1 April following the year to which the grant application relates.

This statement must contain a detailed breakdown in accordance with the spending targets or activities specified in Article 3A of the articles of association and forms an integral part of the report referred to in Article 10, paragraph 1 of the articles of association.
3. The board is authorised to issue further regulations to which the budget or written account to be sent with the subsidy application must comply.

ARTICLE 6

Entry into force

These regulations entered into force on 22 February 1988 and were last amended on 16 December 2021.

COLLECTIVE AGREEMENT ON VOLUNTARY EARLY RETIREMENT (VVU) IN THE PROFESSIONAL TRANSPORT OF GOODS BY ROAD AND MOBILE CRANE HIRE

Between:

Transport en Logistiek Nederland, established in Zoetermeer

Vereniging Verticaal Transport, established in Culemborg
on the one hand

and

CNV Vakmensen, established in Utrecht

FNV, established in Utrecht

De Unie, established in Culemborg

on the other hand

the Collective Agreement for Voluntary Early Retirement in the Professional Transport of Goods by Road and Mobile Crane Hire has been agreed, reading as follows:

General provision

Where in this Collective Agreement, the male form of pronouns or nouns is used, this is done in a neutral sense. As such, this must at all times be read to also include the female form.

ARTICLE 1 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, logistical services or mobile crane rental.
- b. The main activity of the company is something other than professional road haulage, logistical services or 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 entity for which a commercial road haulage licence has been applied for or granted, or within which the mobile crane hire takes place.
 - 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 2 Definitions

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 5 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. Foundation: Stichting Vrijwillig Vervroegde Uittreding Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen, established in Amsterdam.
4. SOOB: Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen

ARTICLE 3 Implementation

The further implementation of this agreement will take place in accordance with the articles of association and payment regulations of the Foundation. These articles of association and regulations are annexed to this Collective Agreement and form an integral part of this Collective Agreement. The articles of association and regulations must not contain any provision contrary to this agreement.

ARTICLE 4 Contribution

1. The employer owes an annual contribution per calendar year for the benefit of the Foundation on their gross wage bill for social insurance in the current year, on the understanding that the tax base per employee is no more than the maximum daily wage on which the contribution is due applicable for that year reduced to an annual amount pursuant to the Social Insurance Financing Act (Wfsv). The employer owes an annual contribution of 0.75% of the aforementioned wages. The above amount on which the contribution is due will be recalculated to an amount per month.
2. SOOB is authorised to collect the contribution on behalf of the Foundation and, if necessary, to make claims on behalf of the Foundation with regard to the collection of the contribution.
3. The employer is obliged, at the written request by or on behalf of the Foundation, to provide a statement of the wages on which the contribution is due referred to under paragraph 1 in a manner to be determined within 30 days of the date of this request.
4. In the event of non-fulfilment of the request referred to under paragraph 3, the contribution due will be fixed at a flat rate.
5. The employer is obliged to pay the contribution it owes within 28 days of its confirmation and dispatch of the relevant invoice issued by or on behalf of the Foundation.

6. In the event of late payment of the contribution due, the employer is in default due to the mere expiry of the term. The Foundation, or SOOB acting on behalf of the Foundation, is then authorised to claim: - interest on the amount due on the day that the amount due should have been paid and - reimbursement of the extrajudicial collection costs, without prejudice to the other costs of prosecution due under the law. The interest is calculated according to the percentage of the statutory interest as referred to in Book 6, Articles 119 and 120 of the Dutch Civil Code that applies to the period for which the interest is claimed by or on behalf of the Foundation. The extrajudicial collection costs are set at 15% of the amount due, with a minimum of €50.
7. The legal claim for repayment of any unduly paid contribution lapses three years after the end of the financial year in relation to which the contribution was paid.

ARTICLE 5 Use of funds

1. The funds available pursuant to Article 4 will be used to finance the benefits referred to in Article 3 of the articles of association and the related implementation costs.
2. All activities financed by the foundation are carried out for the benefit of all employers or employees working in the carriage goods by road and mobile crane hire.

ARTICLE 6 Interim review

If, during the period for which this Collective Agreement has been agreed, extraordinary circumstances arise, which, in the opinion of one or more of the contracting organisations, should give rise to interim amendments to this Collective Agreement, each organisation is entitled to invite the other contractors to hold a discussion. The parties involved in the Collective Agreement may, as a result, amend the Collective Agreement in the interim, following mutual agreement.

ARTICLE 7 Dispensation

1. Employers falling within the scope have the option of requesting dispensation from the application of this Collective Agreement or one or more articles thereof.
2. A request for dispensation should be submitted to the Collective Agreement parties, c/o the secretary of the forum for the Collective Agreement for the Professional Transport of Goods by Road and Mobile Crane Hire, PO Box 3008, 2700 KS Zoetermeer.
3. The request should be submitted in writing to the Collective Agreement parties, stating "Dispensation".
4. As a minimum, the request must include:
 - 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.
5. If the Collective Agreement parties believe that the request is insufficiently described,

motivated or documented, the applicant must 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.

6. The request will not be processed if the additional information is not (sufficiently) provided. The applicant will be informed of this in writing.
7. 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 will inform the applicant that the request will be taken into consideration.
8. When assessing whether to grant dispensation, parties to the Collective Agreement will 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 workers organisation that is independent of the employer.
9. The Collective Agreement parties will 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.
10. The Collective Agreement parties will notify the applicant of the decision in writing, stating the reasons.

ARTICLE 8 Term

The Collective Agreement has been entered into for a period of 4 years, running from 1 January 2022 to 31 December 2025. The Collective Agreement will end on 31 December 2025, without any notice being required.

VVU PAYMENT REGULATIONS

Article 1 - Definitions

In these payment regulations, the following definitions apply:

1. Scope: this agreement covers:

1. 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, logistical services or mobile crane rental.

b. The main activity of the company is something other than professional road haulage, logistical services or 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 entity for which a commercial road haulage licence has been applied for or granted, or within which the mobile crane hire takes place.

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.

2. Foundation: Stichting Vrijwillig Vervroegde Uittreding Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen.

3. Board: the board of the Foundation.

4. State pension age: the pensionable age, as referred to in Article 7a, first paragraph, of the General Old Age Pensions Act (AOW).

5. Employee: any person who has been appointed by an employer for a fixed or indefinite period of time for 5 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.

6. Employer: any natural person or legal entity whose company falls within the scope of this agreement.
7. Employer in the sector: an employer as referred to in paragraph 6 with an employee who participates or wants to participate in the early retirement scheme.
8. Early retirement benefit: the amount that the employee will receive under this temporary early retirement scheme.
9. Beneficiary: the person who meets the conditions of the temporary early retirement scheme and agreements made and is therefore entitled to early retirement benefit.
10. Retirement date: the day on which the employment contract between the employee and his employer actually ends by means of unilateral termination by the employee.
11. Physically demanding job: an operational position in pay scales A to E as referred to in the Collective Agreement for the Professional Transport of Goods by Road and Mobile Crane Hire, declared universally binding by decision of the Minister of Social Affairs and Employment (Dutch Government Gazette 2021, 37713), including crane drivers in pay scales F and G as referred to in that decision declared universally binding. This includes: drivers, logistical and warehouse employees, forklift drivers, crane operators, couriers, movers and other employees working in technical jobs.
12. Gender neutrality: Female and male employees are equal. Wherever the term 'employee' is used, this refers to both female and male employees. Any male pronouns must equally be read to include the female equivalent.

Article 2 - Entitlement to benefits/participation in the scheme

1. Under the conditions as detailed in these regulations, the following employees are entitled to benefits:
 - a. employees who, in the period from 1 January 2022 to 31 December 2025, on the date of retirement, have reached an age that is no more than three years and at least one month before their state pension age; and
 - b. who were employed by an employer in the sector in January 2021; and
 - c. who, immediately prior to their resignation date, had been employed by the employer for at least one year in a physically demanding job; and
 - d. who have worked for an employer in the sector for at least 20 years; and
 - e. who, in the context of the termination of their employment contract, are not invoking a replacement benefit under the Unemployment Act (WW); and

- f. who have not accepted any new employment before, on or after the exit date, or who are not continuing in an existing ancillary role(s), unless on a voluntary basis. A volunteer is someone who:
 - for payroll tax/national insurance purposes, is not in real employment or false self-employment;
 - who does not work 'on a professional basis' for:
 - an organisation that does not have to file a corporate income tax return,
 - a sports organisation or
 - a public benefit organisation; and
 - only receives remuneration that remains within the limits of the volunteer allowance as referred to in Article 2, paragraph 6 of the Income Tax Act 1964; and
 - g. who has not established himself as an entrepreneur before, on or after their exit date and obtains income as a self-employed person from this enterprise, or continues to carry on an existing enterprise.
2. Participation in the early retirement scheme is voluntary. The employee decides for himself for how many months he wishes to participate in the early retirement scheme. If the employee wishes to participate in the early retirement scheme at his own request for less than the statutory period applicable to him, a minimum participation period of six months applies.
 3. Employees who receive partial benefits under the Return-to-Work Scheme for Partially Disabled Persons (WGA) and who meet the conditions of paragraph 1 are entitled to benefits for the wages they receive from labour alongside the benefits. Employees who are entitled to benefits under the Sickness Benefit Act (ZW) or benefits under the Income Provision Scheme for Fully Occupationally Disabled People (IVA) are not entitled to a benefit.

Article 3 - Duration, amount and payment of benefits

1. The beneficiary is granted a monthly benefit within the meaning of this scheme with effect from their retirement date. The benefit is granted for a maximum of 36 months.
2. The granting of the early retirement benefit within the meaning of this scheme cannot be applied retroactively.
3. The monthly gross benefit amounts to the sum stated in Article 32ba, paragraph 7 of the Income Tax Act 1964. This applies to beneficiaries who worked on the basis of an employment contract with full-time working hours of 160 hours of service per 4 weeks or 173.92 hours of service per month prior to their retirement date.
4. Participation in the scheme starts on the first of the month.
5. In the month in which the beneficiary reaches the state pension age, pro rata early retirement benefit is paid using the following ratio: date of state pension age proportional to the number of calendar days of the relevant month.
6. Payment takes place on or around the 25th of each month.
7. Existing and future monthly gross benefits are indexed in accordance with the amount stated in Article 32ba, paragraph 7 of the Income Tax Act 1964, provided that the financial

resources of the Foundation are sufficient. Based on a monthly evaluation of its financial situation, the Foundation will decide on an annual basis whether or not to index the benefits. Any future obligations are taken into account as part of this. The benefit will never exceed the tax-free amount within the meaning of the aforementioned article.

8. The benefit is paid monthly by the Foundation to the beneficiary, subject to the deductions required by law.
9. The beneficiary will receive a (digital) monthly statement showing the benefit paid, and a (digital) annual statement once a year.
10. Beneficiaries who had a part-time employment contract prior to their retirement date are entitled to a benefit pro rata to the average number of contract hours compared to the full-time standard under the Collective Agreement over the period of five years prior the moment the request for confirmation that the conditions for participation have been met is submitted. In the calculation of the average number of contract hours, the data of Pensioenfonds Vervoer will be decisive.

Article 4 - End of entitlement to benefits

1. Entitlement to benefits under this scheme ends on the day on which the beneficiary reaches the state pension age applicable to him.
2. The right to benefits ends before the date referred to in the first paragraph if the beneficiary:
 - a. passes away. In this case, the survivors of the beneficiary will receive the benefit during the month of their death and the two following months, unless the beneficiary dies in the month in which he reaches the state pension age;
 - b. despite the provisions of Article 2, paragraph 1, point e, receives a replacement benefit under the Unemployment Act (WW) in the context of the termination of their employment contract;
 - c. re-enters employment, with effect from the first day on which he is employed in that employment, or continues an existing ancillary role(s);
 - d. establishes himself as an entrepreneur before, on or after the exit date and obtains income as a self-employed person from this enterprise, with effect from the first day on which he works as a self-employed person or continues to carry on an existing enterprise.

Article 5 - Requesting confirmation that the employee meets the conditions and provision of data

1. Any employee who wishes to be eligible for benefits under this scheme must submit a request to the Foundation to that effect to assess whether the criteria for participation in the scheme are met, at most six months and at least one month before their exit date. For employees who wish to make use of the scheme before 1 June 2022, a shorter application period applies.
2. The application must be submitted using the application form provided for this purpose, which must be completed accurately and in full and signed by the employee. The employee must also enclose a letter from Pensioenfonds Vervoer and a statement from the employee that he is in a physically demanding job.

Article 6 – Decision on whether the conditions have been met

1. Within two weeks of receipt of the request, the Foundation will decide whether the conditions for participation in the scheme have been met (conditional award). The decision will be communicated to the employee in writing by issuing a statement confirming the conditions for participation have been met. If, in the opinion of the Foundation, the conditions for participation have not been met, this will be communicated to the employee in writing. If it is not possible to make a decision within two weeks due to certain circumstances, the employee will be informed of this in writing, including the reason for the postponement, as well as the period within which the decision will be made.
2. Any employee who does not agree with a decision of the Foundation may submit an objection to this effect to the board of the Foundation. See the dispute settlement procedure in Article 13 for more.
3. A conditional award means that the application for benefits is granted and will be converted into a final award following receipt of the application for participation in the scheme at the Foundation, as described in Article 7.
4. The Foundation determines whether the conditional award can be converted into a final award on the basis of the Foundation's financial situation.
5. Applications are processed by the Foundation in order of receipt.
6. Only complete applications will be processed by the Foundation.
7. Incomplete applications must be resubmitted. After completion of any incomplete application, the date of receipt of the complete application will be taken as the date of submission.

Article 7 – Decision on final award of benefits and submission of application by employee

1. Within four and a half months of the date of the Foundation's confirmation that the conditions for participation in the scheme have been met, but no later than one month before the exit date, the employee must submit an application for participation in the scheme by completing the request by sending the following documents to the early retirement foundation:
 - a. a copy of a payslip showing the employee's position; and
 - b. if the payslip does not contain information about the employee's position, a copy of the employment contract showing the employee's position; and
 - c. if the employment contract does not contain information about the employee's position, a statement signed by the employer that the employee has been employed by the employer in a physically demanding job for at least one year immediately prior to the exit date; and
 - d. a statement confirming that the employment contract has been terminated in a timely and legally valid manner by unilateral termination at the request of the employee.
2. The Foundation will confirm the final award of benefit in writing (final award) within two weeks of receipt of the application as referred to in paragraph 1. If a decision cannot be

made within this period, the Foundation will notify the applicant in writing, stating a reasonable period within which a decision can be made. This period will be no later than the exit date.

3. An employee who wishes to be eligible for the benefit confirms their agreement to the rights and obligations applicable to them arising from this scheme.
4. The beneficiary must provide information to the Foundation without delay and on his own initiative regarding their acceptance of any employment and/or work as a self-employed person and/or application for replacement benefit under the Unemployment Act (WW) before, on or after the retirement date. The Foundation will periodically test this.
5. During the term of the benefits, the beneficiary is obliged, in addition to the provisions of paragraph 4, to provide on his own initiative or at the first request of the Foundation all information that can reasonably be understood to affect the continued existence of their entitlement to the benefits and the amount and the duration of the benefits.

Article 8 – Financial situation of the Foundation

1. For applicants who apply after it has been determined on the basis of the evaluation that the financial resources of the Foundation are insufficient, the condition for new applications referred to in Article 2, paragraph 1, point d is that they have worked for an employer in the sector for at least 25 years.
2. If the provisions of paragraph 1 are not sufficient, the Foundation may decide to reduce the maximum duration of the benefit downward from 36 months for new applications.
3. For applicants who make an application after it has been determined on the basis of the evaluation that the financial resources of the Foundation are sufficient, the Board will decide on the further disbursement of its funds, for example by reducing the number of years of service required to use the scheme or otherwise widening the target group.

Article 9 - Revocation and amendment of a decision to award

1. If the beneficiary or his survivors do not provide the information requested under this scheme or to be provided on his own initiative in a timely, complete and correct manner, any decision on future payment, or on currently ongoing payments, may be revoked and discontinued. Beneficiaries or their survivors are deemed not to have provided the information referred to in this paragraph, or not provided it in a timely manner, if the Foundation has not received the information within two months of receipt of its first request to do so, or immediately after the fact that the information must be reported at their own initiative is known to the beneficiary or his survivors.
2. The Foundation is entitled to reclaim the (in)direct damage incurred by the Foundation from the beneficiary or his survivors as a result of any failure by the beneficiary or his survivors to provide complete and timely information or the beneficiary or his survivors otherwise not meeting the conditions set out in this scheme, whether or not in the form of overpaid benefits, social security charges and interest. In addition, the Foundation reserves the right to seek redress by reducing the current benefit.
3. In the event of any fraud, forgery or other crime as defined by the Dutch Criminal Code, the Foundation may report this. This does not affect its option to recover any damage,

whether or not in the form of undue payments, from the persons concerned in civil proceedings or otherwise.

4. The previous paragraphs do not apply if the beneficiary or his surviving relatives cannot reasonably be blamed for the conduct referred to in this Article, excluding any claim of ignorance of the content of these regulations.
5. The Foundation will notify the beneficiary or his survivors of its decision to take measures as referred to in this Article in writing, stating in any case why this measure is being imposed and what the amount and duration of the measure is.

Article 10 - Recovery of unduly paid benefits

1. If any benefit is paid without being due, whether in full or in part, that benefit or that part of the benefit may be recovered from the person(s) to whom it has been paid. In the event of undue payment of any benefits, the gross amount of the benefits will be reclaimed from the beneficiary or his survivors. As far as possible, this recovery will be set off against any payments yet to be made.
2. The beneficiary or his survivors will receive a decision stating the reasons for the undue payment, as well as the period within which he or his survivors must repay the unduly paid amount, being two weeks if full or partial settlement within that period is not possible.
3. If the person to whom undue payment has been made or his survivors are unable to repay the outstanding amount within two weeks, he or his survivors may request a payment plan in writing. He or his survivors must submit this request, including their justification, to the Foundation within two weeks of the date of the decision referred to in paragraph 2. The Foundation will take a decision on the request within two weeks.
4. If the Foundation does not agree to a request for a payment plan, the Foundation will notify the person to whom the undue payment has been made in writing. At the same time, the person to whom the undue payment has been made will be asked to repay the undue payment within two weeks.
5. If the person to whom the undue payment has been made does not meet the repayment obligation on time, or — in the event of a payment plan — does not pay his instalments on time, the Foundation will send the person to whom the undue payment has been made a one-off (digital) reminder stating that payment must be received within 14 days.
6. If the person to whom the undue payment has been made does not pay within that period or misses an instalment a second time, the entire claim will be handed over to a collection agency without further notice. The costs relating to the extrajudicial collection will be borne by the person to whom the undue payment has been made, in accordance with the legal maximum permitted compensation as set out in the Decree on compensation for extrajudicial collection costs or any regulations that apply in place of this Decree.
7. No recovery will take place after the expiry of a period of five years after the date on which the Foundation has determined that the benefit has been paid unduly.
8. If it has compelling reasons to do so, the Foundation may waive recovery in full or in part.

Article 11 – Further provisions

The Board is authorised to adopt further provisions that are necessary for the responsible implementation of the early retirement scheme.

Article 12 - Hardship clause

If, in the opinion of the Board, the implementation of this scheme would lead to a situation in any individual case that is clearly unfair, the Board may decide to deviate from the scheme in favour of the employee concerned.

In such cases not provided for in the regulations, the Board will act in the spirit of the regulations (although any decision on its part will not create a precedent for other situations).

Article 13 – Dispute settlement

1. Any beneficiary who does not agree with a decision that concerns him may contact the Board in writing with the request to revisit to a decision on the basis of these regulations.
2. Upon request, the beneficiary will be notified in writing of any decision of the Board on the basis of these regulations that concerns him.
3. Any notice as referred to in paragraph 2 will be dated and will state the grounds on which the decision is based.

Article 14 – Goodwill committee

In borderline cases, a goodwill committee will assess whether an employee concerned may participate in the scheme (although any decision on its part will not set a precedent for other situations).

Article 15 – No cumulation

An employee who makes use of this scheme cannot make a claim under any other (statutory) scheme and/or cannot claim compensation under their employment contract (or following the termination thereof), collective agreement, company scheme, pension scheme and/or otherwise.

Collective Agreement for Seasonal Work in 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 Amsterdam
De Unie, established in Culemborg

Hereinafter jointly referred to as the other party,

the following Collective Agreement has been concluded:

Article 1

Scope

This agreement covers:

1. employers and employees of companies established in the Netherlands that are affiliated with Transport en Logistiek Nederland and 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.
2. employers and employees in the crane rental sector, which means all companies operating in the Netherlands that are affiliated with Vereniging voor Verticaal Transport and in which the company is engaged in the rental of mobile cranes.

Article 2

Mandatory permanent contract for contract terms up to 9 months

1. Notwithstanding the provisions of Article 7:668a, paragraph 1 of the Dutch Civil Code and under application of Article 7:668a, paragraph 13 of the Dutch Civil Code, the interval for fixed-term employment contracts is shortened to a maximum of 3 months for the following positions:
 - Tipper driver, hopper bottom driver and walking floor driver in road construction and agricultural transport.
 - Order picker in floriculture transport.
2. Paragraph 1 will only apply if these positions at the employer's company are of a seasonal nature due to climate or natural conditions and cannot be exercised consecutively by the same employee for a period of more than 9 months per year.

Article 3

Termination/extension of the Collective Agreement

1. If neither party has informed the other party by registered post 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 post 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 will 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 4

Entry into force and term of the agreement

This Agreement will enter into force on 1 January 2020 and will end on 31 December 2020.

CUT ALONG THIS LINE

Employer:

CONFIRMATION OF RECEIPT

The undersigned:

surname:

initials:

address:

town/city :

hereby declares to have received from his above-mentioned employer one copy of the Collective Agreement for the Professional Transport of Goods by Road (1 January 2024 to 1 January 2026), and that the employer has hereby complied with the provisions of Article 6, paragraph 3 of the Collective Agreement.

Date: Signature: