

INFORMATION BROCHURE FOR  
PROFESSIONAL GOODS TRANSPORT BY  
ROAD AND MOBILE CRANE RENTAL

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CAO 1 JANUARY 2017 - 1 JANUARY 2020

## INFORMATION BROCHURE FOR PROFESSIONAL GOODS TRANSPORT BY ROAD AND MOBILE CRANE RENTAL

*In the event of any dispute as to the interpretation of the translated text of this collective agreement (CAO), the Dutch text shall prevail.*

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Collective Agreement on Terms and Conditions of Employment for Professional Goods Transport by  
road and mobile crane rentals  
1 January 2017 - 1 January 2020

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Collective Agreement on Terms and Conditions of Employment for Professional Goods Transport by road and mobile crane rentals

Between:

1. Transport en Logistiek Nederland (Transport and Logistics Netherlands), with head office in Zoetermeer; Vereniging Verticaal Transport (Vertical Transport Association), with head office in Culemborg, both in The Netherlands

hereinafter collectively called the party of the one part, and

2. CNV Vakmensen, with head office in Utrecht;  
FNV, with head office in Amsterdam  
De Unie, with head office in Culemborg,  
all in The Netherlands

hereinafter collectively called the party of the other part,

entered into the following Agreement on Terms and Conditions of Employment covering the period from 1 January 2017 to 1 January 2020

**Article 1**

## Nature

The provisions contained in this collective labour agreement (CAO) are of a standard nature, unless explicitly stated otherwise.

**Article 2**

## Scope

## 1. This agreement applies to:

- a. Every employer and employee of companies located in the Netherlands, which conduct transport operations subject to permit (*vergunningplichtig*) by virtue of the Dutch Transport of Goods by Road Act (*Wet wegvervoer goederen*), hereinafter referred to as *Wwg*, as most recently published on 20 December 2016 (law gazette 518), and/or conduct transport operations, other than transporting passengers, in part or in full against payment, by road or via roads other than those open to public traffic.
- b. Employers and employees in the crane rental sector, which is understood to mean all companies that operate in the Netherlands with mobile crane rental as their business activities.

## 2. a. The agreement does not apply to companies that:

- should apply their own collective agreement; or
- should apply their own sectoral collective agreement (*Bedijfstak-CAO*); or
- have access to their own stipulated package of employment conditions.

In this respect, the following conditions apply:

- The level of the above-mentioned regulations should be at least equivalent to that of the Collective Agreement for Professional Goods Transport by road and mobile crane rental, and
  - The company's core activity differs from professional goods transport by road, logistic services, or mobile crane rental.
2. b The company's core business differs from professional goods transport by road, logistic services, or mobile crane rental, if, as a rule, no more than 20% of its turnover is generated by means of the above-mentioned operations. Normative in this respect, is the legal entity for which a permit for professional goods transport has been requested or granted, or within which mobile crane rental is taking place.
  2. c Furthermore, also excluded are companies that, measured mainly in terms of the company's wage and salary bill, carry out construction work and also exploit mobile cranes.

### Article 3

#### Definitions

The following definitions apply to this agreement (hereinafter referred to as 'the CAO')<sup>1</sup>:

1. employer: every natural or legal person, whose company comes within the scope of this agreement;
2. employee: every person employed by an employer for a definite or an indefinite period of five consecutive working days or more, and who usually performs his work for the employer in or from the company that is located in the Netherlands. The term 'employee' does not include the statutory director of a legal entity, unless he mainly performs work that is part of the position of driver or mobile crane operator;
3. a. standby (on-call) worker: every person who is hired by the employer occasionally for fewer than five consecutive days;
- 3 b. part-time employee: every employee with whom it was agreed that work will be performed for only part of the normal number of applicable working hours, as referred to in Article 26, paragraph 1, under 2;
4. employers' association: Transport en Logistiek Nederland or Vereniging Verticaal Transport;
5. trade union: CNV Vakmensen, FNV, or De Unie;
6. logistic services: the part of the supply chain process, including front-office and back-office positions, that takes care of the planning, implementation, production, and control of an efficient stream of storage and processing of goods, services, and related information from the point of origin to the point of consumption, in order to meet the customer's needs;
7. work location: the site where the employee usually performs his work, or the site where the company's garage is located, or where the company parks or should park its vehicles;
8. pay scale: table in which the salary that corresponds to the position concerned has been laid down;
9. gross salary: the salary paid per four weeks or month, increased with the personal bonuses as referred to in Article 23;
10. job-grade salary: the salary that corresponds to the grade of the pay scale that applies to the employee concerned;
11. week: all days from Monday to Sunday;
12. working day: every day of the week, with the exception of Sunday, generally recognised Christian and public holidays;
13. leave day: a day off taken in accordance with Article 30, Article 31, Article 32, Article 64, Article 65, Article 67a and Article 68 means that the individual will have leave for at least 24 consecutive hours following an 8-hour rest period;

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<sup>1</sup> The contents of this collective agreement apply equally to men and women. For the purpose of simplification, only the male forms 'he', 'him' and 'his' are used.

14. off-duty days: the days during which no work needs to be performed on the basis of the duty roster;
15. duty roster: a scheme covering a timeframe of one or more weeks, stating which shifts and which days and hours the employee should perform his job, or has been scheduled for off-duty time;
16. spouse/partner: the person to whom the employee is married, with whom he entered into a registered partnership, or entered into a sustainable cohabitative relationship as is evident from the cohabitation agreement submitted to the employer;
17. basic employment conditions: Articles 19, 20, 21, 23, 25, 26a, 27, 29, 33, 34, 36, 37, 40, 41, 42, 64, 65, 67a, 68 and 69 of this collective agreement.
18. industrial accident: an accident that happens as a result of or while performing paid work, with the exception of accidents while commuting from or to work, or those caused by actions or negligence on the part of the employee.

#### Article 4

##### Entering into a contract of employment

1. The contract of employment should be entered into in writing and should comprise at least the following components:
  - a. parties' names and domiciles;
  - b. the work location;
  - c. the employee's job title, or the nature of his job;
  - d. the date of employment;
  - e. if a fixed-term contract is entered into, the duration of the contract;
  - f. the terms of notice to be observed by the parties, or the calculation method for these terms;
  - g. the salary and payment period;
  - h. the usual working hours;
  - i. whether the employee will participate in a pension scheme;
  - j. if the employee works outside the Netherlands for a period longer than one month, the duration of this work, housing, applicability of the Dutch social insurance legislation or specification of the bodies responsible for the implementation of this legislation, the currency of payment, the allowances to which the employee is entitled, and the way in which his return has been arranged;
  - k. the applicable collective labour agreement.
2. If, on employment, a probationary period is stipulated, the employee concerned should be informed in writing before commencement of employment, under penalty of nullity. The probationary period will be no more than two months. If a contract of employment of less than two years is entered into, the probationary period will be no more than one month. No probationary period may be stipulated if the employment contract has been entered into for a six month or less.
3. A permanent contract of employment ends by operation of law when the retirement age is reached, as referred to in the Dutch General Old Age Pensions Act (*Algemene Ouderdomswet*). Thereafter (a) new temporary employment contract(s) may be entered into, subject to Section 7:668a para. 12 of the Dutch Civil Code (*Burgelijk Wetboek*), or a permanent employment contract may be entered into. This CAO also applies to such contracts.

After reaching the retirement age, the new employment will be regarded as a separate contract, unrelated to the previous employment.

#### Article 5

##### End of the contract of employment

1. On termination of the contract of employment, the legal provisions set out in Section 9, Book 7, Title 10 of the Dutch Civil code (*Burgerlijk Wetboek; BW*) will apply. With regard to employees who reached the age of 45 on 1 January 1999, a transitional arrangement for the term of notice has been included in Appendix IV.

2. At the end of employment, the employer should provide the employee with a letter of reference, which should contain at least the following details:

- the position most recently filled;
- the last pay scale in which, as well the grade at which, the employee was classified;
- the employee's total years of experience;
- the date of employment;
- the date of termination;
- the number of leave days taken during the current calendar year.

**Article 6**

Obligations of the employer

1. The employer is not allowed to employ personnel that already have a full-time job elsewhere.
- 2.a Within the framework of health and safety (*Arbozorg*), when employment is entered into, the employer may only subject the employee to a medical examination if it involves a position with special requirements regarding medical fitness. This examination should be in compliance with the provisions of and pursuant to the Dutch Medical Examinations Act (*Wet op de medische keuringen*). This provision does not apply to administrative and supervisory staff. The obligation to undergo a pre-employment examination lapses on submission of written proof stating that the employee has recently undergone a similar medical examination. The date stated on the examination statement may be a maximum of one year before entering into employment.
- 2.b The costs arising from the driving licence medical examination will be paid for by the employer, unless legally provided for otherwise. In this respect, refer to Article 65, paragraph 1, sub-paragraph 1 with regard to the wage payment.
3. On submission of acknowledgement of receipt, the employer will provide the employee with a free copy of the CAO and amendments thereof.
4. The employer is obliged to provide a specification with regard to each wage payment (per four weeks, per month), which should contain at least the following details:
  - the employee's name;
  - the period over which salary is paid;
  - job-grade salary;
  - bonuses;
  - overtime;
  - gross salary;
  - deductions;
  - net salary;
  - subsistence allowance;
  - holiday entitlement;
  - reduced working hours (*ATV days*);
  - balance of time-for-time hours;
  - balance of Personal Choice Budget.
5. The costs incurred in obtaining once every five years a driver card for the purpose of the digital tachograph by the employee are paid for by the employer.

**Article 7**

Obligations of the employee

- 1.a The employee is obliged to perform the agreed work, pursuant to the contract of employment entered into.
- 1.b The employee is obliged to carry out all the occurring work at the employer's request insofar as that can be reasonably demanded of the employee.

- 1.c. The systematic stacking of entire truckloads of pallets by the driver is not considered to be part of the work that the employee, within reason, may be required to perform, unless agreed otherwise in the individual contract of employment.
- 2.a The employee is obliged to keep secret and confidential any information relating to the employer's company that has come to his knowledge, and the confidential nature of which he was deemed to know or to have known. This obligation of confidentiality does not apply to announcements required under statutory, regulatory, or other requirements.
- 2.b However, with due observance of the above, the employee will be allowed to inform his trade union about and clarify announcements relating to concerns and wishes.
3. The employee will be available for medical examinations, which the employer, within reason, deems necessary for the performance of the job (unless there are serious medical objections to this). 'Medical examination' is also understood to mean examinations conducted within the framework of health and safety. In this respect, the employee may consult with his GP beforehand. The employee will observe all measures recommended on the basis of the medical advice that arises from the examination. The employee may request a re-examination if he objects to the result of an examination.
- 4.a With regard to items such as vehicles, equipment and/or tools given on loan by the employer, the employee is obliged to:
  - to the best of his ability, determine that these items were in a sound state on receipt;
  - confirm receipt in a manner indicated by the employer, if so required by or on behalf of the employer;
  - use and look after the items with due care;
  - report missing or damage immediately to his direct supervisor;
  - return the items if they are no longer needed for his job, or if returning them is requested by or on behalf of the employer.

The provision set out under the second indent of this paragraph also applies to funds entrusted to the employee by the employer, or paid to him by third parties, whereby the employee will be obliged to verify whether the sums handed to him are in line with the amounts indicated by the employer or by third parties, or the amount due.

- 4.b The employee who in the performance of the employment agreement or in the course of his work inflicts damage to the employer or a third person towards whom the employer is liable for damages, is not towards the employer liable for this damage, unless the damage results from an intentional act or omission or from wilful recklessness on the part of the employee. A different effect than the one in the previous sentence may result from the particular circumstances of the case, having regard to the nature of the agreement. Compensation will not exceed the cost price of repair or replacement.
- 4.c The employer should inform the employee in writing that he will claim compensation, within one month after taking note of the incident. The employer will determine the amount of the claim as soon as possible, but no later than within one year after he took note of the incident.
- 4.d It is not possible to withhold the claim from the employee's wage, unless the employer and the employee reached agreement on the obligation to pay compensation.
- 5.a. The employee will refrain from alcohol consumption and/or other substances that may negatively influence his functioning and/or driving ability during working hours. The employee will commence

his work unimpaired by the above-mentioned substances.

- 5.b. Where appropriate, the employee will consult his physician about the consequences of medicine use that may affect his driving ability and will inform the employer of the physician's conclusions.
- 6.a The employee is not allowed to pursue outside-job activities (*nevenwerkzaamheden*) without prior written permission of the employer. Outside-job activities are also understood to include:
- holding a paid or unpaid position other than in the service of the employer;
  - pursuing any profession or economic activity, or conducting trade;
  - developing, managing, implementing and supervising work activities other than those of the employer.
- 6.b The employer will grant permission if the outside-job activities do not obstruct the employee in the adequate performance of his job, or do not harm the company's interests, and the combined outside-job and main activities do not result in violation of the applicable statutory provisions (such as the Dutch Working Hours Decree on Transport - *Arbeidstijdenbesluit Vervoer*).
7. If the employee represents the company externally, he should appear at work well groomed and presentable.
8. Every year, as soon as possible upon receipt but on 1 May at the latest, the employee will provide the employer access to the summary of further training hours (code 95) provided to him by the CBR/CCV<sup>2</sup>.

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<sup>2</sup> The *Centraal Bureau Rijvaardigheidsbewijzen* (CBR) administers driving tests to the general public but is also responsible for testing professional drivers through its special professional driver exams (CCV).

## Chapter IV Special groups of employees

### Article 8

#### Part-time employees

1. The provisions in the CAO also apply to part-time employees, with due observance of the following paragraphs in this article:
- 2.a Insofar as the provisions in the CAO lend themselves to it, they will be applied to part-time employees in accordance with the principle of proportionality.
- 2.b Overtime is the number of hours - not on Saturday and/or on Sunday - by which the 40-hour working week is exceeded. For mobile workers on double-manned vehicles, overtime is the number of hours - not on Saturday after 7 am and/or on Sunday - by which the 40-hour working week is exceeded.
- 3.a The holiday entitlement and holiday allowance are accrued in proportion to the hours worked, but never exceeding the maximum applicable to the individuals concerned, as set out in Articles 67a, 68 and 69, respectively.
- 3.b The minimum number of hours agreed serves as a basis for determining the holiday entitlement and holiday allowance as referred to under 3.a.
- 3.c For the purpose of calculating the holiday entitlement and holiday allowance in a particular year, the total number of hours worked, with a minimum of the number of agreed hours, from the previous calendar year should be used.
4. If, over a period of 52 weeks prior to the first day of incapacity for work, the part-timer worked more hours than contractually agreed, these additional hours worked should be included in the wage in the event of incapacity for work, with due observance of the provisions in Article 16.

### Article 9

#### Temporary agency workers

1. On hiring workers from temporary employment agencies or payroll companies located in the Netherlands and/or abroad, only agencies/companies may be used that are NEN 4400-1 and/or NEN 4400-2 certified and listed with the Labour Standards Register (*Register Normering Arbeid*) of the Stichting Normering Arbeid (SNA). At the written request of a trade union, the employer is obliged to state which temporary employment agency/agencies or payroll company/companies is/are used.
2. All temporary employment agencies or payroll companies located in the Netherlands and/or abroad that make available workers to the employer are required to offer these workers the basic working and employment conditions that cover employees with similar or equal positions in the service of the employer.
3. The employer is obliged to stipulate in agreements with temporary employment agencies/payroll companies that the workers made available to the employer be granted the basic working and employment conditions.

## Article 9a

### Hired personnel (*inleenkrachten*)

- 1 The companies located abroad that make temporary workers available to the employer in line with the directive concerning the posting of workers (*detacheringsrichtlijn*)<sup>3</sup> are required to offer these workers the basic working and employment conditions that cover employees with similar or equal positions in the service of the employer. If no universally applicable collective agreement (*algemeen verbindend verklaarde CAO*) is in place, the minimum requirements laid down by law will apply.
- 2 The employer is obliged to stipulate in agreements with the company located abroad that the workers made available to the employer be granted the basic working and employment conditions. If no universally applicable collective agreement (*algemeen verbindend verklaarde CAO*) is in place, the minimum requirements laid down by law will apply.
3. The employer is obliged to inform the workers referred to in paragraphs 1 and 2 of this article about the basic working and employment conditions applicable to them.
4. Paragraphs 1, 2 and 3 of this article do not apply if workers are hired through companies located in the Netherlands that come directly within the scope of this CAO, because the entire CAO applies to them.

## Article 10

### Standby (on-call) workers

1. In principle, all articles in this CAO apply to standby workers, with the exception of:
  - Article 4
  - Article 6, paragraph 2
  - Article 13
  - Article 14
  - Article 26b and c
  - Article 30
  - Article 31
  - Article 36
  - Articles 64 to 69.
- 2.. With regard to standby workers, the calculation of daily and hourly wage should be based on the job-grade salary increased by the 8% holiday allowance.
3. Standby workers are paid by the hour.
4. Overtime is the number of hours by which the average eight-hour working day is exceeded.
5. In deviation from Article 6, paragraph 3, the employer will provide a copy of the CAO to the standby worker at his request.

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<sup>3</sup> Directive 96/71/EC of the European Parliament and of the Council of 16 December 1996 concerning the posting of workers in the framework of the provision of services.

## Article 11

### Trainees

1. In deviation from the provisions in Article 67a, paragraphs 2 and 3 governing holiday entitlement, the following applies to BBL<sup>4</sup> learning track students (*beroepsbegeleidende leerweg*):
  - 1.a The holiday year runs from 16 August to 15 August of the following year.
  - 1.b In the year of commencement and termination of employment, the duration of the holiday will be determined in proportion to the elapsed part of the year; in this respect, parts of days of less than half a day will be rounded down and more than half a day will be rounded up.
  - 1.c The holiday entitlement of trainees who are subject to or not subject to the part-time compulsory education ruling (*partieel leerplichtig/niet-partieel leerplichtig*) amounts to 17 and 21 working days, respectively, on the understanding that:
    - the trainee is required to take off at least 9 or 12 days, respectively, of the days set out above over a period of three consecutive weeks during the summer holiday;
    - days off (*snipperdagen*) may be taken provided that the trainee has obtained prior permission from the work experience placement company and from the collective employer.
2. The subsistence allowance set out in Article 40, paragraphs 1 and 2, and in Article 41, also applies to BBL students who perform work outside the work location.
3. The job-grade salaries of young employees in training within the framework of the BBL learning track will be 4/5 for daytime education and 3/5 for two days' education a week, respectively, of the youth wage determined by their age.
4. During the first period of employment, trainees will be paid an advance of one gross job-grade salary. During subsequent periods, the appropriate salary will be paid on the basis of the timesheets submitted. On termination of employment, the advance will be settled with the final salary payment.

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<sup>4</sup> BBL: vocational education learning track where trainees spend at least 60% of their traineeship working for their employer.

**Article 12**

Calculation of daily and hourly wage

The daily and hourly wage is calculated by dividing the job-grade salary paid per four weeks by 20 or 160, respectively, and by dividing the job-grade salary paid per month by 21.75 or 174, respectively.

**Article 13**

Wage payment

1. The job-grade salaries set out in Article 25 are paid either per four weeks or per month.
2. A rate of 1.087 applies to convert a four-week salary into a monthly salary.
3. Overtime should be paid no later than during the payment period following the payment period during which the overtime hours originated.

**Article 14**

Wage in the event of frost or water nuisance

1. In deviation from Article 7: 628 of the Dutch Civil Code, in the event of an interruption of work due to frost or the resulting consequences, or due to water nuisance (high water, low water, water-saturated sites, and so forth), the employer will be required to continue paying salary with due observance of the following:
  - a. From 1 December to 1 May, the obligation to continue pay ends after each consecutive continued payment period of 14 calendar days; interruptions due to frost or water nuisance are not regarded as individual causes.
  - b. From 1 May to 1 December, work interruptions as a result of frost and as a result of water nuisance are regarded as individual causes.
  - c. From 1 October to 1 June, payment of wage only needs to be continued for a total of 21 working days, irrespective of the number of periods of continued pay, but with due observance of the provisions under b.
- 2.a On determining the days for which salary that would have been payable if work had been performed is due, Saturdays and public holidays during the period of interruption are regarded as working days.
- 2.b Days that the employee could not work due to incapacity for work should be regarded as working days for the purpose of determining the 14-day term stated under paragraph 1.a., and for the 21-day term stated under paragraph 1.c..
- 2.c Performance of work activities that have arisen suddenly - other than the usual work - for a few days will not result in a new term of payment, provided that the cause of the work interruption continues.
3. If Christmas and/or New Year's Day fall within a work interruption period, whereby the salary was already paid over the compulsory period, the employer should also continue pay for these days if, generally, no work is performed under this contract of employment on these public holidays, and no special derogatory provision applies in this respect.

4. If, following the period over which the employer is obliged to continue payment of wage, in line with the preceding paragraph, the employee is entitled to full redundancy pay or full unemployment benefit by virtue of the Dutch Unemployment Insurance Act (*Werkloosheidswet*), the employer will be obliged to supplement this benefit by 10% of the daily wage on the basis of which this benefit was calculated.<sup>5</sup>

#### **Article 15 Expired**

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<sup>5</sup> The employee should apply for benefit in accordance with the Dutch Unemployment Insurance Act (*Werkloosheidswet*) on the first day that no work can be performed.

**Article 16**

## Wage in the event of incapacity for work

1. Sick pay pursuant to Article 7: 629 of the Dutch Civil Code consists of:
  - a) the job-grade salary;
  - b) the personal bonus as referred to in Article 23;
  - c) the amount the employee received on average over a period of 52 weeks prior to the first day of incapacity for work in terms of bonuses for shift work and dirty work, and the bonus for unsocial hours as referred to in Article 55, and for one-day night-time rides/ Bonusmatrix from Article 37;
  - d) the amount the employee received on average over a period of 52 weeks prior to the first day of incapacity for work in terms of overtime, Saturday and Sunday hours insofar as the 40-hour working week is exceeded, and the 50% and 100% bonuses over these hours. The average number of overtime hours may not be higher than 15 and the total amount of this component may not exceed 48.75% of the job-grade salary (i.e. the value of 15 overtime hours at 130%). If it does not involve an industrial accident, the following deductions will be made to this amount: first a quarter of the average number of overtime hours will be deducted; subsequently, the amount may be no more than 22.75% of the job-grade salary (i.e. the value of seven overtime hours at 130%).\*
2. Employees who have become incapacitated for work receive a supplement to the statutory obligation to continue paying salary (*loondoorbetalingsverplichting*) referred to in Article 7: 629 of the Dutch Civil Code (*BW*) to 100%, as set out below. This supplementation will take place up to no more than the maximum wage referred to in Article 17 of the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*, or *Wfsv* for short).  
The mandatory supplementation does not apply in the following cases:
  - if, in accordance with the law, there is no obligation to continue paying salary;
  - if incapacity for work was caused by actions or negligence on the part of the employee.
3. The mandatory supplementation will commence on the first day of incapacity for work, unless a qualifying day (*wachtdag*) is applied in accordance with paragraph 5. In that case, supplementation will commence on the second day of incapacity for work. The maximum supplementation period is 52 weeks, or a maximum of 13 weeks if the term of employment was shorter than one year on the first day of incapacity for work. If the employee's first day of incapacity for work is still within the probationary period, supplementation will cease after two weeks.
4. If on the first day of incapacity for work, employment lasted more than one year, the supplementation period will be extended by another period of 52 weeks, if the employee cooperates in his reintegration and has also taken out a supplementary health insurance scheme that covers at least the cost of physiotherapy, psychological help and a dietician. Supplementation will also be extended up to 104 weeks if the employee is permanently and fully incapacitated for work.

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\* Refer to Appendix VII for an explanation of the method of calculation.

5. Except in the event of an industrial accident, the employer will be authorised to apply a qualifying day for each notification of sickness. This means that no wage will be paid for one day (the first day of incapacity for work). If an employee becomes incapacitated for work again and less than four weeks have passed since the final day of the previous incapacity period, no qualifying day can be applied to the new notification of sickness.
6. Periods of incapacity for work that fall within one calendar year in part or in full will be added together in order to determine the duration of mandatory supplementation, insofar as incapacity for work did not arise from an accident.
7. Interim changes to the gross salary, or decrees governing daily wage or other legislative measures, respectively, should be included in the wage payment in the event of sickness.
8. This benefit will be deducted from the wage payment if the employee is entitled to benefit under the Dutch Sickness Benefits Act (*Ziekwet*), Disablement Benefits Act (*Wet arbeidsongeschiktheidsverzekering; WAO*)/Work and Income according to Labour Capacity Act (*Wet werk en inkomen naar arbeidsvermogen; WIA*), or under an insurance scheme or any fund, participation in which is stipulated by or arises from the contract of employment.

#### **Article 17**

##### Protocol governing incapacity for work

Within the framework of incapacity for work, parties to the collective agreement have agreed on a protocol, which has been added as Appendix V to this CAO.

**Article 18**

Job classification

1. Job classification takes place on the basis of the job-evaluation system agreed between the parties.
2. With regard to employees in positions higher than specified in job grade H, the employer should determine the position and salary in writing.
3. There is a Sectorinstituut Transport en Logistiek (institute for the transport and logistics sectors), P.O. Box 308, 2800 AH Gouda, The Netherlands, [tel.no. +31 88 259 6110](tel:+31882596110). One of its tasks is to improve the classification of jobs in the sector of Professional Goods Transport by road and mobile crane rentals, in line with the job-evaluation system agreed. An information book with job classifications can be obtained from this sector institute and other information can be found on [www.stlwerkt.nl](http://www.stlwerkt.nl).

**Article 19**

Classification on commencement of employment

1. On commencement of employment, the employee will be classified in the pay scale and at the grade corresponding to his position, in line with the number of uninterrupted years of experience in the same or in a similar position, both in this sector and in other industries, immediately prior to his employment. In determining the number of years of experience, interruptions of less than two years will not be taken into account.
2. If experience was not gained in the same but in a similar position, the employee may be classified in the appropriate pay scale but one grade lower than the one corresponding to his years of experience in this similar position, for a maximum of one year from the moment employment commences. After this year the employee will be transferred to the grade that corresponds to his years of experience.
3. On commencement of employment, the employer may decide to classify the employee at a lower grade in the appropriate pay scale during the probationary period. After the probationary period, and with retrospective effect from the date of employment, the employee will be classified at the grade corresponding to the number of years of experience, as determined in accordance with paragraph 1 of this article.

**Article 20**

Youth wages

- 1.a. The following statutory minimum wage rates apply to employees aged 21 years and younger, who do not hold a valid certificate of competence for driving a lorry, the legally required TCVT certificate of competence<sup>6</sup> for operating a mobile crane:

15 years	45%
16 years	50%
17 years	56%

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<sup>6</sup> The TCVT-certificate is a certificate of competence issued by the Stichting Toezicht Certificatie Verticaal Transport (Foundation Supervising the Certification of Vertical Transport) - TCVT.

18 years	63%
19 years	72%
20 years	83%
21 years	95% (from 1 January 2018 this will be increased to 100%)

- 1.b. The higher remuneration in accordance with paragraph 1.a. will commence on the first day of the payment period following the employee's birthday.
- 2.a. The following percentages from grade 0 of the pay scale corresponding to the employee's position, with a maximum of pay scale D, apply to employees aged 21 years and younger, who hold a valid certificate of competence for driving a lorry, the legally required TCVT certificate of competence for operating a mobile crane:
- |          |      |
|----------|------|
| 18 years | 80%  |
| 19 years | 90%  |
| 20 years | 95%  |
| 21 years | 100% |
- 2.b. In deviation from Article 22, paragraph 1.a., the following applies: employees aged 21 years and younger, who hold a valid certificate of competence for driving a lorry, the legally required TCVT certificate of competence for operating a mobile crane, should be placed at grade 1 in pay scales A, B, C, D, or in pay scale E, at grade 0, depending on the position, after one year of experience on reaching the age of 22.
- 2.c. The higher remuneration in accordance with paragraphs 2.a. and 2.b only apply if the daily work of the employee referred to in these paragraphs actually involves driving a lorry and/or operating a mobile crane.

## Article 21

### Allocation of grade increases

1. The employer may grant the employee a wage that corresponds to a higher grade in the same pay scale than to which he is entitled on the basis of his years of experience.
- 2.a. In the normal performance of his job, after each full job-grade year the employee will be granted a pay rise equivalent to one pay grade of the pay scale in which he is classified, until he has reached the maximum level in this pay scale.  
With effect from 1 July 2017 an extra grade will be added to every pay scale. Anyone who at that time has been on the old final grade of the pay scale for more than one year will, pursuant to paragraph 2 b, be transferred to the new final grade on the normal performance of his duties.
- 2.b. If the employer can show evidence of inadequate performance of the job, on the basis of which he does not wish to grant an increase in grade, he will inform the employee of this in writing, substantiated with reasons. The employee will be informed no later than one month before the grade increase would have started.
- 3.a. On commencement of employment, the employer may grant an employee aged 22 years and over a salary that corresponds to a higher grade in the same pay scale than that to which he is entitled on the basis of his years of experience.
- 3.b. On commencement of employment of an employee who has not yet reached the age of 22, it may be decided that the salary and pay rises will be determined on the basis of an age higher than his

actual age.

4. If the employer has implemented the provisions set out in paragraphs 1, 3.a. or 3.b., paragraph 2 will remain in full force.

## Article 22

### 22 years and over

- 1.a If an employee has reached the age of 22, he will be classified at grade 0 of the applicable pay scale.
- 1.b In deviation from paragraph 1.a., an employee who has reached the age of 22 but, on commencement of employment, does not have the specific professional and/or business knowledge required for the performance of the jobs covered by pay scales A, B and C, may be classified at grade -1 of his pay scale. The -1 grade will be calculated on the basis of the statutory minimum wage and the zeroth grade of the pay scale and determined on the average of these two levels. In the event of adaptation of the statutory minimum wage and/or the zeroth grade of a pay scale, the -1 grade should be adapted accordingly.
- 1.c The employer will give the employee referred to in paragraph b the opportunity to attend training/courses required for the job.
- 1.d Upon successful completion of the training/courses referred to in paragraph c, the employee will be classified at grade 0 of his pay scale.
- 1.e In this respect, Article 21 is fully applicable to the allocation of grade increases.

With effect from 1 January 2017 the minus grades have been paid as follows:

Pay scale/ grade	amounts per:			hourly wage at		
	week	4 weeks	month	100%	130%	150%
A -1	378,28	1513,12	1642,14	9,46	12,29	14,19
B -1	388,19	1552,76	1685,23	9,70	12,62	14,56
C -1	396,54	1586,16	1721,56	9,91	12,89	14,87

With effect from 1 July 2017 the minus grades have been paid as follows:

Pay scale/ grade	amounts per:			hourly wage at		
	week	4 weeks	month	100%	130%	150%
A -1	380,16	1520,64	1650,26	9,50	12,35	14,25
B -1	390,67	1562,68	1695,98	9,77	12,70	14,66
C -1	399,77	1599,08	1735,54	9,99	12,99	14,99

## Article 23

### Classification of positions

1. Placement in a lower-graded position.

- a. The employee who, due to circumstances not attributable to intent or negligence on the part of the employee and other than at his own request, is charged with work linked to a lower-graded position, will be placed in this lower pay scale after 13 weeks.
- b. Adjustment of grading that is too high, which results in classification in a lower pay scale, will commence one week after the employer has informed the employee in writing.
- c. Reclassification in accordance with paragraphs a. and b. takes place at the next lower rate in the new pay scale. The resulting wage difference will be converted into a personal bonus. This personal bonus will be gradually reduced with grades still to be granted and/or initial pay rises. From 1 July 2017, the personal allowance will be gradually reduced by at least 25% per year.

Up to 1 July 2017, the personal allowance will not be gradually reduced for employees who are 50 years or older who have been employed by the employer for at least 10 years or employees who have been employed by the employer for at least 25 years. After 1 July 2017, the personal allowance in accordance with a and b will not be gradually reduced for employees who are aged 55 years and over.

2. Placement in a higher-graded position.
  - a. The employee who is placed in a higher pay scale as a result of a change in work will be classified at the next higher rate in this pay scale from the first full week in which this higher position is performed.
  - b. Adjustment of grading that is too low, which results in classification in a higher pay scale, will commence from the moment of written notification by the employee. Reclassification takes place at the next higher rate in the new pay scale.

## **Article 24**

### Appeal procedure

1. If an employee disagrees with or no longer agrees with the description of the job in which he was appointed, and/or objects to his job classification in one of the pay scales set out in Article 25, he should seek a solution for this objection through the appropriate consultation procedure, as set out in Appendix 1.
- 2.a If the procedure referred to in paragraph 1 fails to yield a satisfactory solution within one month, the employee may submit his objection in writing to the Beroepscommissie Functiewaardering Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen (Job Evaluation Appeal Committee for Professional Goods Transport by road and mobile crane rentals). The regulations for this committee have been included in Appendix II.
- 2.b An appeal lodged by a former employee may be handled if the ruling were to have consequences for a statutory benefit based on the last-earned salary, or if requested by the sub-district court judge (*kantonrechter*) in a civil procedure. This only applies if the employment contract ended no longer than one year previously.
3. If an appeal against classification in a pay scale is lodged to the Appeal Committee, the date the appeal was submitted determines the possible classification in the correct pay scale.
4. Appeals should be sent to: Beroepscommissie Functiewaardering Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen, P.O. Box 308, 2800 AH Gouda, The Netherlands.

## Article 25

The tables below apply to employees employed by companies that previously came under the Collective Agreement for Road Transport and Mobile Crane Hire. Different pay scale tables apply to employees who work for companies that previously came under the Dutch Freight Transport Collective Agreement. You will find these under Article 69D.

Job-grade pay scales as from 1 January 2017

pay scale/ grade	amounts per week			hourly wage at		
		4 weeks	month	100%	130%	150%
A 0	398,50	1594,00	1732,68	9,96	12,95	14,94
A 1	415,72	1662,88	1807,55	10,39	13,51	15,59
A 2	432,94	1731,76	1882,42	10,82	14,07	16,24
A 3	450,16	1800,64	1957,30	11,25	14,63	16,88
A 4	467,38	1869,52	2032,17	11,68	15,19	17,53
A 5	475,99	1903,96	2069,60	11,90	15,47	17,85
B 0	418,32	1673,28	1818,86	10,46	13,60	15,69
B 1	436,71	1746,84	1898,82	10,92	14,19	16,38
B 2	455,10	1820,40	1978,77	11,38	14,79	17,07
B 3	473,49	1893,96	2058,73	11,84	15,39	17,76
B 4	491,88	1967,52	2138,69	12,30	15,99	18,45
B 5	501,08	2004,32	2178,70	12,53	16,29	18,79
C 0	435,03	1740,12	1891,51	10,88	14,14	16,31
C 1	454,53	1818,12	1976,30	11,36	14,77	17,04
C 2	474,03	1896,12	2061,08	11,85	15,41	17,78
C 3	493,53	1974,12	2145,87	12,34	16,04	18,51
C 4	513,03	2052,12	2230,65	12,83	16,67	19,24
C 5	522,78	2091,12	2273,05	13,07	16,99	19,60
D 0	453,28	1813,12	1970,86	11,33	14,73	17,00
D 1	473,94	1895,76	2060,69	11,85	15,40	17,77
D 2	494,60	1978,40	2150,52	12,37	16,07	18,55
D 3	515,26	2061,04	2240,35	12,88	16,75	19,32
D 4	535,92	2143,68	2330,18	13,40	17,42	20,10
D 5	556,58	2226,32	2420,01	13,91	18,09	20,87
E 0	476,20	1904,80	2070,52	11,91	15,48	17,86
E 1	498,02	1992,08	2165,39	12,45	16,19	18,68
E 2	519,84	2079,36	2260,26	13,00	16,89	19,49
E 3	541,66	2166,64	2355,14	13,54	17,60	20,31
E 4	563,48	2253,92	2450,01	14,09	18,31	21,13
E 5	585,30	2341,20	2544,88	14,63	19,02	21,95
E 6	607,12	2428,48	2639,76	15,18	19,73	22,77

F 0	499,12	1996,48	2170,17	12,48	16,22	18,72
F 1	522,09	2088,36	2270,05	13,05	16,97	19,58
F 2	545,06	2180,24	2369,92	13,63	17,71	20,44
F 3	568,03	2272,12	2469,79	14,20	18,46	21,30
F 4	591,00	2364,00	2569,67	14,78	19,21	22,16
F 5	613,97	2455,88	2669,54	15,35	19,95	23,02
F 6	636,94	2547,76	2769,42	15,92	20,70	23,89
F 7	659,91	2639,64	2869,29	16,50	21,45	24,75
G 0	522,04	2088,16	2269,83	13,05	16,97	19,58
G 1	547,41	2189,64	2380,14	13,69	17,79	20,53
G 2	572,78	2291,12	2490,45	14,32	18,62	21,48
G 3	598,15	2392,60	2600,76	14,95	19,44	22,43
G 4	623,52	2494,08	2711,06	15,59	20,26	23,38
G 5	648,89	2595,56	2821,37	16,22	21,09	24,33
G 6	674,26	2697,04	2931,68	16,86	21,91	25,28
G 7	699,63	2798,52	3041,99	17,49	22,74	26,24
G 8	725,00	2900,00	3152,30	18,13	23,56	27,19
H 0	544,96	2179,84	2369,49	13,62	17,71	20,44
H 1	572,68	2290,72	2490,01	14,32	18,61	21,48
H 2	600,40	2401,60	2610,54	15,01	19,51	22,52
H 3	628,12	2512,48	2731,07	15,70	20,41	23,55
H 4	655,84	2623,36	2851,59	16,40	21,31	24,59
H 5	683,56	2734,24	2972,12	17,09	22,22	25,63
H 6	711,28	2845,12	3092,65	17,78	23,12	26,67
H 7	739,00	2956,00	3213,17	18,48	24,02	27,71
H 8	766,72	3066,88	3333,70	19,17	24,92	28,75
H 9	794,44	3177,76	3454,23	19,86	25,82	29,79

Job-grade pay scales as from 1 July 2017

Where a grade is shown with a \* after it, the higher amounts will remain in force from 31 December 2016 for employees who were already on this grade before 1 July 2017.

pay scale/ grade	amounts per			hourly wage at		
	Week	4 weeks	month	100%	130%	150%
A'0	367,27	1469,08	1596,89	9,18	11,93	13,77
A'1	381,96	1527,84	1660,76	9,55	12,42	14,33
A'2	397,24	1588,96	1727,20	9,93	12,91	14,90
A'3	413,13	1652,52	1796,29	10,33	13,43	15,50
A'4	429,66	1718,64	1868,16	10,74	13,96	16,11

A 0	399,06	1596,24	1735,11	9,98	12,97	14,97
A 1*	415,02	1660,08	1804,51	10,38	13,49	15,57
A 2*	431,62	1726,48	1876,68	10,79	14,03	16,19
A 3*	448,88	1795,52	1951,73	11,22	14,59	16,83
A 4*	466,84	1867,36	2029,82	11,67	15,17	17,51
A 5	485,51	1942,04	2111,00	12,14	15,78	18,21
A 6	491,98	1967,92	2139,13	12,30	15,99	18,45
B 0	420,09	1680,36	1826,55	10,50	13,65	15,75
B 1	436,89	1747,56	1899,60	10,92	14,20	16,38
B 2*	454,37	1817,48	1975,60	11,36	14,77	17,04
B 3*	472,54	1890,16	2054,60	11,81	15,35	17,72
B 4*	491,44	1965,76	2136,78	12,29	15,98	18,44
B 5	511,10	2044,40	2222,26	12,78	16,61	19,17
B 6	517,91	2071,64	2251,87	12,95	16,84	19,43
C 0	438,29	1753,16	1905,68	10,96	14,25	16,44
C 1	455,82	1823,28	1981,91	11,40	14,82	17,10
C 2	474,05	1896,20	2061,17	11,85	15,41	17,78
C 3*	493,01	1972,04	2143,61	12,33	16,03	18,50
C 4*	512,73	2050,92	2229,35	12,82	16,67	19,23
C 5	533,24	2132,96	2318,53	13,33	17,33	20,00
C 6	540,35	2161,40	2349,44	13,51	17,56	20,27
D 0	466,62	1866,48	2028,86	11,67	15,17	17,51
D 1	485,28	1941,12	2110,00	12,13	15,77	18,20
D 2	504,69	2018,76	2194,39	12,62	16,41	18,93
D 3	524,88	2099,52	2282,18	13,12	17,06	19,68
D 4	545,88	2183,52	2373,49	13,65	17,75	20,48
D 5	567,71	2270,84	2468,40	14,19	18,45	21,29
D 6	575,28	2301,12	2501,32	14,38	18,69	21,57
E 0	489,41	1957,64	2127,95	12,24	15,91	18,36
E 1	508,99	2035,96	2213,09	12,72	16,54	19,08
E 2	529,35	2117,40	2301,61	13,23	17,20	19,85
E 3	550,52	2202,08	2393,66	13,76	17,89	20,64
E 4	572,54	2290,16	2489,40	14,31	18,60	21,47
E 5	595,44	2381,76	2588,97	14,89	19,36	22,34
E 6	619,26	2477,04	2692,54	15,48	20,12	23,22
E 7	627,52	2510,08	2728,46	15,69	20,40	23,54

F 0	511,51	2046,04	2224,05	12,79	16,63	19,19
F 1	531,97	2127,88	2313,01	13,30	17,29	19,95
F 2	553,25	2213,00	2405,53	13,83	17,98	20,75
F 3	575,38	2301,52	2501,75	14,38	18,69	21,57
F 4	598,39	2393,56	2601,80	14,96	19,45	22,44
F 5	622,33	2489,32	2705,89	15,56	20,23	23,34
F 6	647,22	2588,88	2814,11	16,18	21,03	24,27
F 7	673,11	2692,44	2926,68	16,83	21,88	25,25
F 8	682,08	2728,32	2965,68	17,05	22,17	25,58
G 0	540,35	2161,40	2349,44	13,51	17,56	20,27
G 1	561,96	2247,84	2443,40	14,05	18,27	21,08
G 2	584,44	2337,76	2541,15	14,61	18,99	21,92
G 3	607,82	2431,28	2642,80	15,20	19,76	22,80
G 4	632,13	2528,52	2748,50	15,80	20,54	23,70
G 5	657,41	2629,64	2858,42	16,44	21,37	24,66
G 6	683,71	2734,84	2972,77	17,09	22,22	25,64
G 7	711,06	2844,24	3091,69	17,78	23,11	26,67
G 8	739,50	2958,00	3215,35	18,49	24,04	27,74
G 9	749,36	2997,44	3258,22	18,73	24,35	28,10
H 0	569,33	2277,32	2475,45	14,23	18,50	21,35
H 1	592,10	2368,40	2574,45	14,80	19,24	22,20
H 2	615,78	2463,12	2677,41	15,39	20,01	23,09
H 3	640,41	2561,64	2784,50	16,01	20,81	24,02
H 4	666,03	2664,12	2895,90	16,65	21,65	24,98
H 5	692,67	2770,68	3011,73	17,32	22,52	25,98
H 6	720,38	2881,52	3132,21	18,01	23,41	27,02
H 7	749,19	2996,76	3257,48	18,73	24,35	28,10
H 8	779,16	3116,64	3387,79	19,48	25,32	29,22
H 9	810,33	3241,32	3523,31	20,26	26,34	30,39
H 10	821,13	3284,52	3570,27	20,53	26,69	30,80

Job-grade pay scales as from 1 January 2018

pay scale/ grade	amounts per			hourly wage at		
	week	4 weeks	month	100%	130%	150%
A'0	374,62	1498,48	1628,85	9,37	12,18	14,06
A'1	389,60	1558,40	1693,98	9,74	12,66	14,61
A'2	405,18	1620,72	1761,72	10,13	13,17	15,20
A'3	421,39	1685,56	1832,20	10,53	13,69	15,80
A'4	438,25	1753,00	1905,51	10,96	14,25	16,44

A 0	407,04	1628,16	1769,81	10,18	13,23	15,27
A 1	423,32	1693,28	1840,60	10,58	13,75	15,87
A 2	440,25	1761,00	1914,21	11,01	14,31	16,52
A 3	457,86	1831,44	1990,78	11,45	14,89	17,18
A 4	476,17	1904,68	2070,39	11,90	15,47	17,85
A 5	495,22	1980,88	2153,22	12,38	16,09	18,57
A 6	508,43	2033,72	2210,65	12,71	16,52	19,07
B 0	428,49	1713,96	1863,07	10,71	13,92	16,07
B 1	445,63	1782,52	1937,60	11,14	14,48	16,71
B 2	463,45	1853,80	2015,08	11,59	15,07	17,39
B 3	481,99	1927,96	2095,69	12,05	15,67	18,08
B 4	501,27	2005,08	2179,52	12,53	16,29	18,80
B 5	521,32	2085,28	2266,70	13,03	16,94	19,55
B 6	535,22	2140,88	2327,14	13,38	17,39	20,07
C 0	447,05	1788,20	1943,77	11,18	14,53	16,77
C 1	464,93	1859,72	2021,52	11,62	15,11	17,43
C 2	483,53	1934,12	2102,39	12,09	15,72	18,14
C 3	502,87	2011,48	2186,48	12,57	16,34	18,86
C 4	522,98	2091,92	2273,92	13,07	16,99	19,61
C 5	543,90	2175,60	2364,88	13,60	17,68	20,40
C 6	558,40	2233,60	2427,14	13,96	18,15	20,94
D 0	475,95	1903,80	2069,43	11,90	15,47	17,85
D 1	494,99	1979,96	2152,22	12,37	16,08	18,56
D 2	514,79	2059,16	2238,31	12,87	16,73	19,31
D 3	535,38	2141,52	2327,83	13,38	17,39	20,07
D 4	556,80	2227,20	2420,97	13,92	18,10	20,88
D 5	579,07	2316,28	2517,80	14,48	18,82	21,72
D 6	594,51	2378,04	2584,93	14,86	19,32	22,29
E 0	499,20	1996,80	2170,52	12,48	16,22	18,72
E 1	519,17	2076,68	2257,35	12,98	16,87	19,47
E 2	539,94	2159,76	2347,66	13,50	17,55	20,25
E 3	561,54	2246,16	2441,58	14,04	18,25	21,06
E 4	584,00	2336,00	2539,23	14,60	18,98	21,90
E 5	607,36	2429,44	2640,80	15,18	19,73	22,77
E 6	631,65	2526,60	2746,41	15,79	20,53	23,69
E 7	648,49	2593,96	2819,63	16,21	21,07	24,32

F 0	521,74	2086,96	2268,53	13,04	16,95	19,56
F 1	542,61	2170,44	2359,27	13,57	17,64	20,36
F 2	564,31	2257,24	2453,62	14,11	18,34	21,17
F 3	586,88	2347,52	2551,75	14,67	19,07	22,01
F 4	610,36	2441,44	2653,85	15,26	19,84	22,89
F 5	634,77	2539,08	2759,98	15,87	20,63	23,81
F 6	660,16	2640,64	2870,38	16,50	21,45	24,75
F 7	686,57	2746,28	2985,21	17,16	22,31	25,74
F 8	704,88	2819,52	3064,82	17,62	22,91	26,43
G 0	551,15	2204,60	2396,40	13,78	17,91	20,67
G 1	573,20	2292,80	2492,27	14,33	18,63	21,50
G 2	596,13	2384,52	2591,97	14,90	19,37	22,35
G 3	619,97	2479,88	2695,63	15,50	20,15	23,25
G 4	644,77	2579,08	2803,46	16,12	20,96	24,18
G 5	670,56	2682,24	2915,59	16,76	21,79	25,14
G 6	697,38	2789,52	3032,21	17,43	22,66	26,15
G 7	725,28	2901,12	3153,52	18,13	23,57	27,20
G 8	754,29	3017,16	3279,65	18,86	24,52	28,29
G 9	774,40	3097,60	3367,09	19,36	25,17	29,04
H 0	580,72	2322,88	2524,97	14,52	18,88	21,78
H 1	603,95	2415,80	2625,97	15,10	19,63	22,65
H 2	628,11	2512,44	2731,02	15,70	20,41	23,55
H 3	653,23	2612,92	2840,24	16,33	21,23	24,50
H 4	679,36	2717,44	2953,86	16,98	22,07	25,47
H 5	706,53	2826,12	3071,99	17,66	22,96	26,49
H 6	734,79	2939,16	3194,87	18,37	23,88	27,56
H 7	764,18	3056,72	3322,65	19,10	24,83	28,65
H 8	794,75	3179,00	3455,57	19,87	25,83	29,81
H 9	826,54	3306,16	3593,80	20,66	26,86	30,99
H 10	848,58	3394,32	3689,63	21,21	27,57	31,82

Job-grade pay scales as from 1 January 2019

Pay scale/ grade	Amounts per:			Hourly wage at:		
	Week	4 weeks	Month	100%	130%	150%
A' 0	382,12	1528,48	1661,46	9,55	12,42	14,33
A' 1	397,40	1589,60	1727,90	9,94	12,92	14,91
A' 2	413,30	1653,20	1797,03	10,33	13,43	15,50
A' 3	429,83	1719,32	1868,90	10,75	13,98	16,13
A' 4	447,02	1788,08	1943,64	11,18	14,53	16,77

A 0	415,17	1660,68	1805,16	10,38	13,49	15,57
A 1	431,78	1727,12	1877,38	10,79	14,03	16,19
A 2	449,05	1796,20	1952,47	11,23	14,60	16,85
A 3	467,01	1868,04	2030,56	11,68	15,18	17,52
A 4	485,69	1942,76	2111,78	12,14	15,78	18,21
A 5	505,12	2020,48	2196,26	12,63	16,42	18,95
A 6	525,32	2101,28	2284,09	13,13	17,07	19,70
B 0	437,06	1748,24	1900,34	10,93	14,21	16,40
B 1	454,54	1818,16	1976,34	11,36	14,77	17,04
B 2	472,72	1890,88	2055,39	11,82	15,37	17,73
B 3	491,63	1966,52	2137,61	12,29	15,98	18,44
B 4	511,30	2045,20	2223,13	12,78	16,61	19,17
B 5	531,75	2127,00	2312,05	13,29	17,28	19,94
B 6	553,02	2212,08	2404,53	13,83	17,98	20,75
C 0	455,98	1823,92	1982,60	11,40	14,82	17,10
C 1	474,22	1896,88	2061,91	11,86	15,42	17,79
C 2	493,19	1972,76	2144,39	12,33	16,03	18,50
C 3	512,92	2051,68	2230,18	12,82	16,67	19,23
C 4	533,44	2133,76	2319,40	13,34	17,34	20,01
C 5	554,78	2219,12	2412,18	13,87	18,03	20,81
C 6	576,97	2307,88	2508,67	14,42	18,75	21,63
D 0	485,47	1941,88	2110,82	12,14	15,78	18,21
D 1	504,89	2019,56	2195,26	12,62	16,41	18,93
D 2	525,09	2100,36	2283,09	13,13	17,07	19,70
D 3	546,09	2184,36	2374,40	13,65	17,75	20,48
D 4	567,93	2271,72	2469,36	14,20	18,46	21,30
D 5	590,65	2362,60	2568,15	14,77	19,20	22,16
D 6	614,28	2457,12	2670,89	15,36	19,97	23,04
E 0	509,18	2036,72	2213,91	12,73	16,55	19,10
E 1	529,55	2118,20	2302,48	13,24	17,21	19,86
E 2	550,73	2202,92	2394,57	13,77	17,90	20,66
E 3	572,76	2291,04	2490,36	14,32	18,62	21,48
E 4	595,67	2382,68	2589,97	14,89	19,36	22,34
E 5	619,50	2478,00	2693,59	15,49	20,14	23,24
E 6	644,28	2577,12	2801,33	16,11	20,94	24,17
E 7	670,05	2680,20	2913,38	16,75	21,78	25,13

F 0	532,18	2128,72	2313,92	13,30	17,29	19,95
F 1	553,47	2213,88	2406,49	13,84	17,99	20,76
F 2	575,61	2302,44	2502,75	14,39	18,71	21,59
F 3	598,63	2394,52	2602,84	14,97	19,46	22,46
F 4	622,57	2490,28	2706,93	15,56	20,23	23,34
F 5	647,47	2589,88	2815,20	16,19	21,05	24,29
F 6	673,37	2693,48	2927,81	16,83	21,88	25,25
F 7	700,30	2801,20	3044,90	17,51	22,76	26,27
F 8	728,31	2913,24	3166,69	18,21	23,67	27,32
G 0	562,18	2248,72	2444,36	14,05	18,27	21,08
G 1	584,67	2338,68	2542,15	14,62	19,01	21,93
G 2	608,06	2432,24	2643,84	15,20	19,76	22,80
G 3	632,38	2529,52	2749,59	15,81	20,55	23,72
G 4	657,67	2630,68	2859,55	16,44	21,37	24,66
G 5	683,98	2735,92	2973,95	17,10	22,23	25,65
G 6	711,34	2845,36	3092,91	17,78	23,11	26,67
G 7	739,79	2959,16	3216,61	18,49	24,04	27,74
G 8	769,38	3077,52	3345,26	19,23	25,00	28,85
G 9	800,16	3200,64	3479,10	20,00	26,00	30,00
H 0	592,32	2369,28	2575,41	14,81	19,25	22,22
H 1	616,01	2464,04	2678,41	15,40	20,02	23,10
H 2	640,65	2562,60	2785,55	16,02	20,83	24,03
H 3	666,28	2665,12	2896,99	16,66	21,66	24,99
H 4	692,93	2771,72	3012,86	17,32	22,52	25,98
H 5	720,65	2882,60	3133,39	18,02	23,43	27,03
H 6	749,48	2997,92	3258,74	18,74	24,36	28,11
H 7	779,46	3117,84	3389,09	19,49	25,34	29,24
H 8	810,64	3242,56	3524,66	20,27	26,35	30,41
H 9	843,07	3372,28	3665,67	21,08	27,40	31,62
H 10	876,79	3507,16	3812,28	21,92	28,50	32,88

#### Article 26a

##### Wage calculation

- 1.a The job-grade salaries apply to 160 hours worked per four-week period or to 174 hours worked per month, respectively.
- 1.b The provisions set out under a. will not affect a guaranteed payment to the employee of at least 40 hours a week. In a week that a qualifying day pursuant to Article 16, paragraph 5 of this CAO is applied, a minimum of 32 hours a week should be guaranteed.
- 2.a. All hours worked are paid after deduction of the break times in accordance with the graduated scale incorporated into Appendix III, and after deduction of the consecutive period of rest, with, as

a minimum, the rest times stipulated in EC Regulation No 561/2006<sup>7</sup> (see Appendix III). With regard to ferry and train hours travelled within a period of 24 hours, a maximum of 11 hours of consecutive rest may be recorded, with due observance of the graduated scale of break times in accordance with Appendix III.

- 2.b The employee must register the hours worked on a timesheet to be provided by the employer. A registration requirement also applies to the hours spent on rest, breaks, and any adjustments.
- 2.c The timesheet should include at least the following details:
- the date;
  - the period of service, as well as the daily totals thereof;
  - the rest time;
  - the breaks;
  - adjustments;
  - the driver's name and signature.
- 2.d The employee will receive a copy of the timesheet signed for approval after it has been checked by the employer.
- 2.e The employee should submit any objections in writing to the employer within three months upon receipt of the timesheet as referred to under 2.d. If the employee does not make use of this right, from that moment the timesheet will serve as proof.
- 2.f The employer should keep the completed timesheet for at least one year following the date to which the details referred.
- 2.g The corresponding tachograph discs should be submitted for the purpose of checking the timesheets.
- 2.h If electronic time-registration systems are used, the employer and the employee will be exempted from the obligations stated under 2.b. to 2.g. After each ride, the employee should be provided with an original - unprocessed - printout of the details referred to under 2.c. If the employee submits a single request to this end, the employer will also be obliged to provide the employee with a clean - processed - printout of the on-board computer, stating the details in line with those specified in paragraph 2.c., once every payment period.
- 3.a The employer may standardise the normal duration of work on the basis of socially and economically responsible practical experiences and may base payroll calculations on these. In this respect, the employer should first obtain permission from the trade unions and employers' associations, after prior consultation with the works council or employee representative body (*personeelsvertegenwoordiging*).
- 3.b The provisions stated under 3.a. remain in full force if the company determines the working hours by making use of electronic time-registration systems.
- 3.c If the circumstances on which a standardisation scheme is based change, the scheme should be reviewed and adapted accordingly.

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<sup>7</sup> Regulation (EC) No 561/2006 of the European Parliament and of the Council of 15 March 2006 on the harmonisation of certain social legislation relating to road transport and amending Council Regulations (EEC) No 3821/85 and (EC) No 2135/98 and repealing Council Regulation (EEC) No 3820/85.

- 3.d. A standardisation scheme does not exempt the employee from completing and submitting timesheets.
- 3.e. In all cases, the standardisation scheme must be laid down in writing and submitted for registration to the secretariaat van CAO-partijen (secretariat of the CAO parties), P.O. Box 3008, 2700 KS Zoetermeer, The Netherlands, within two weeks after the date on which it was drawn up.
- 4.a In the event of double manning, work activities such as driving, loading, unloading and waiting time may be standardised, on the understanding that the total remuneration of all hours worked will be between 85% and 100%. It is possible to speak of double manning on international rides if the driving is carried out by at least two drivers with equally matched work activities, both in terms of job content and time investment.
- 4.b To be able to make use of the above scheme, companies should have reported their current remuneration policy for double-manned rides to the CAO parties before 1 May 2006. Companies that failed to report their current remuneration policy for double-manned rides before 1 May 2006 are deemed not to apply standardisation.
- 4.c Companies that wish to introduce new remuneration policy for double-manned rides after 1 May 2006 must reach agreement on this with the trade unions. In this respect, the following should be taken into account:
- after no more than two years, the total remuneration for all hours worked will be 85%, unless the company agrees on higher remuneration with the trade unions;
  - consultation should take place with the trade unions on a gradual reduction scheme for the difference between the old and the new schemes for personnel already in service. This gradual reduction scheme will be abolished after two years;
  - for employees aged 55 and over at the moment the CAO comes into force, the old scheme will be maintained and no gradual reduction applied;
  - the new scheme should be submitted to the CAO parties.

## **Article 26b**

### Decisions on working hours

1. With effect from 1 January 2018, employees who previously expressed such a wish will have the option of choosing a maximum number of hours on a calendar year basis. Employees can only indicate that they wish to do so for the coming year (not the current year, once it has started) and they should do so well ahead of the start of the respective calendar year. Employees can choose from a number of standard options of 3120, 2860, 2600, 2340 or 2080 on an annual basis. The employer and employee will decide in consultation with one another whether an agreement can be reached about the maximum number of hours.
2. The specified maximum on an annual basis will be calculated as an average number of hours over 4 weeks.
3. If the employee and employee reach agreements about a maximum number of hours of 2340 or 2080, the pay guarantee pursuant to Article 26A paragraph 1b will be changed from 40 hours a week to 160 hours over 4 weeks. In the case of the other standard options of 3120, 2860 and 2600 hours, this may only be agreed at the request of the employee. If no maximum number of hours is agreed, Article 26A paragraph 1b will remain fully in force.

4. If the agreed maximum number of hours on an annual basis is exceeded by more than 5%, the employee will be entitled to be compensated in time equivalent 15% of the hours worked over the maximum.
5. Agreements on which days of the week are to be worked will be made in consultation between the employee and the employer subject to Article 2 of the Wet Flexibel Werken [flexible working hours act].
6. This article will be implemented on an experimental basis during the term of this Collective Agreement.

### **Article 26c**

#### Long-term employability

1. With effect from 1 July 2017, employees aged 55 years and over may not be required to work shifts. The employer and employee will decide in consultation with one another whether it is possible to implement this provision. The employee must indicate at the beginning of each calendar year whether he wishes to make use of this exceptional provision.
1. With effect from 1 July 2017, employees aged 55 years and over may not be required to work at night-time (more than 1 hour between 00.00 and 06.00). The employer and employee will decide in consultation with one another whether it is possible to implement this provision. The employee must indicate at the beginning of each calendar year whether he wishes to make use of this exceptional provision.  
Existing agreements made with employees to whom the Dutch Freight Transport Collective Agreement previously applied will be respected.
3. For the purposes of contributing to the long-term employability of employees and to inform those employees of the options open to them, the Sectorinstituut Transport en Logistiek will further promote the use of employability and career scans and a healthy living programme. Employees may make use of these instruments once every 3 years.

## Chapter IX Overtime

### **Article 27**

#### Definitions of overtime

1. Overtime is the number of hours - not on Saturday and/or on Sunday - by which the 40-hour working week is exceeded.
2. For mobile workers operating double-manned vehicles, overtime is the number of hours - not on Saturday after 7 am and/or on Sunday - by which the 40-hour working week is exceeded.

### **Article 28**

#### Mandatory overtime for older employees

Up to 1 July 2017, employees aged 50 years and over could not be required to do overtime amounting to more than 12.5 hours a week. However, he may not enforce this by refusing to work. If, in the interests of the business, more than 12.5 overtime hours need to be worked in a week, these extra overtime hours must be compensated for in the subsequent week such that a maximum of 105 hours is worked over 2 weeks.

From 1 July 2017, employees aged 55 years and over may not be required to work overtime hours. The employee must indicate at the beginning of each calendar year whether he wishes to make use of this exceptional provision. The employer and employee will decide in consultation with one another whether it is possible to implement this provision. Existing agreements made with employees to whom the Dutch Freight Transport Collective Agreement previously applied will be respected.

### **Article 29**

#### Payment for overtime

1. Overtime is rounded off to half hours, whereby less than 15 minutes' overtime is not taken into account for compensation. If an on-board computer is used, overtime will not be rounded off.
2. The provisions relating to payment of overtime will not be applied with regard to:
  - employees who, by written agreement, are authorised to instruct other employees to work overtime;
  - overtime as a result of a delay in transport, unless this delay was caused through no fault or action of the employee and lasted longer than 15 minutes;
  - overtime that has arisen through the employee's own fault or action.
3. Overtime is settled through the hourly wage increased by a bonus of 30%, with due observance of Article 30.
4. In deviation from the provisions in paragraph 3, for administrative and technical personnel a bonus of 100% applies to overtime on off-duty days and 30% for hours on Sunday, worked in accordance with a duty roster.

## Article 30

### Compulsory time-for-time scheme

1. Hours worked from Monday to Friday that exceed the 220-hour level per four-week payment period should be compensated by way of time off.
2. The employer who, in deviation from paragraph 1, wishes to apply a time-for-time limit of 230 hours will be authorised to do so. Only one change in the time-for-time limit will be permitted during the term of the CAO.
3. In deviation from paragraphs 1 and 2, a time-for-time limit of 240 hours per four weeks applies to mobile workers operating double-manned vehicles.
4. In the event of alternating transport by workers on single-manned and double-manned vehicles, a standard to be calculated between 220 to 240 hours and 230 to 240 hours, respectively, per four weeks applies.
- 5.a Each hour worked that exceeds the applicable time-for-time limit entitles the employee to one hour of leave.
- 5.b In deviation from paragraphs 1 and 5.a., consultation on the way in which time-for-time hours will be compensated may take place at the employee's and/or the employer's request. In this respect, employees may be represented by the contracting parties from the employee's side. If time-for-time hours are paid out, this should take place at 130% of the hourly wage.
- 6.a Compensation in time off takes place within 12 weeks after the payment period during which the extra hours originated. Exceptions can only be made in special cases. Payment in money should take place no later than during the payment period following the payment period during which the extra hours originated.
- 6.b The limit referred to under paragraph 6.a. may be exceeded so as to avoid seasonal unemployment for the employee.
7. Compensation in time off must take place in blocks of at least three days as far as possible.
8. The following applies to every day of leave under this scheme:
  - with a time-for-time limit of 220 hours: 11 x the hourly wage is compensated
  - with a time-for-time limit of 230 hours: 11.5 x the hourly wage is compensated
  - with a time-for-time limit of 240 hours: 12 x the hourly wage is compensated under simultaneous deduction of the number of hours saved by 11, 11.5 or 12 hours, respectively, unless the employee asks for an arrangement, whereby eight hours per day off will be compensated.
9. No leave can be given within the framework of the time-for-time scheme on days that no work is performed in accordance with a duty roster, timetable, or work schedule.
10. The employer and the employee should consult in a timely manner on the period during which the saved hours should be taken off.
11. For each payment period, the employer should provide an overview of the total number of saved hours together with or on the salary specification, under simultaneous deduction of the number of hours taken off during the previous payment period.

## Article 31

### Voluntary time-for-time scheme

1. In consultation with the works council/employee representative body, or, in the absence thereof, with the individual employee/employees, the employer may determine a voluntary time-for-time scheme with a limit lower than the one referred to in Article 30, paragraphs 1 and 3, but never lower than 160 hours per four-week payment period. Furthermore, hours worked on Saturday may also be included in the voluntary time-for-time scheme.
2. Paragraphs 6, 7, 9 and 11 of Article 30 will apply accordingly.
3. With the exception of Saturday hours, every hour worked that is saved within the framework of the voluntary time-for-time scheme, between 160 hours and the limit in line with Article 30, paragraphs 1 and 3, entitles the employee to 1.3 hours off, or 1 hour off and a bonus of 30% of the hourly wage. Saturday hours that are saved within the framework of the voluntary time-for-time scheme entitle the employee to 1.5 hours off, or 1 hour off and a bonus of 50% of the hourly job-grade wage.
4. Time-for-time hours first need to be accrued before they can be taken off. Consequently, a negative balance of time-for-time hours will not be permitted.
5. The voluntary time-for-time scheme should include a maximum number of hours to be accrued.
6. The maximum term of the voluntary time-for-time scheme agreed will be in line with the term of this CAO.
7. Taking off time-for-time hours must be announced in advance.
8. The voluntary time-for-time scheme signed by the employer and the works council/employee representative body, or by the individual employee/employees will be laid down in writing and submitted for registration to the *secretariaat van CAO-partijen* (secretariat of the CAO parties), P.O. Box 3008, 2700 KS Zoetermeer, The Netherlands. Schemes that were not signed or submitted for registration are deemed not to have been agreed upon.
9. The option to agree on a voluntary time-for-time scheme with the works council/employee representative body, or, in the absence thereof, with the individual employee/employees has been introduced by way of an experiment.

**Article 32**

Sunday and public holidays

No work is performed either on Sunday or on generally recognised Christian and public holidays, unless the nature of or interests of the company requires this. Generally recognised Christian holidays include: New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day. Public holidays include: the King's Birthday and extra leave on full pay as designated by the government may be granted. Every five years, 5 May will be allocated as a public holiday (years ending in a 0 or 5). The King's Birthday is considered to be the day the celebrations take place pursuant to Royal Decree.

**Article 33**

Compensation of hours worked on Saturday, Sunday and public holidays

1. All hours worked on Saturday are paid by increasing the hourly wage with a bonus of 50%.
2. In deviation from paragraph 1, with regard to mobile workers operating double-manned vehicles, all hours worked on Saturday after 7 am are paid by increasing the hourly wage with a bonus of 50%.
3. If a public holiday as referred to in Article 32 is on a Saturday, in deviation from paragraph 1, the hours worked will be paid in accordance with paragraph 6 of this article.
4. If the King's Birthday is celebrated on a Saturday, in deviation from the provisions in paragraphs 1 and 2 of this article, work on this day will be compensated with a bonus of 100%.
5. All hours worked on Sunday are compensated by increasing the hourly wage with a bonus of 100%.
6. The employee who performs work on a public holiday as referred to in Article 32 - not on a Sunday - will be paid for the hours worked. By way of extra compensation, the employee may choose between:
  - a rest day on a day to be determined by the employer in consultation with the employee. This rest day will be taken within a period of eight weeks. For this compensatory rest day, eight working hours will be included in the wage calculation;
  - a bonus of 100% on top of the hourly wage.

**Article 34**

Weekends off

Mobile workers should have at least 13 weekends off per half calendar year. This means that, as a rule, 48 consecutive hours, but at least 45 consecutive hours, should be taken off between Friday 12 noon and Monday 12 noon.

**Article 35**

## Duty roster

With regard to work on public holidays, the employer will draw up an annual duty roster, whereby this work is distributed among the employees as much as possible.

### **Article 36**

#### Shift bonus

1. Shift work is understood to mean performing structural work as part of a rotating system in accordance with a duty roster. This should involve at least two shifts per 24-hour period for five days a week, or ten days per two weeks. There should be at least eight hours between the starting times of two shifts. If the employer decides to introduce shift work, the duty roster will be implemented by and in consultation with a team of employees that has been approached and informed beforehand.
2. If the employee performs shift work, he will be paid:
  - with regard to a two-shift schedule with an early shift that starts at or after 5 am and a late shift, not being a night shift, that starts at or after 2 pm: a bonus of 8.75% of the job-grade salary applicable to him;
  - with regard to a two-shift schedule with a day and a night shift that start at or after 10 pm or end after 2 am: a bonus of 11.25% of the job-grade salary applicable to him;
  - with regard to a schedule of three shifts or more: a bonus of 13.75% of the job-grade salary applicable to him.
3. If, on 1 April 1979, a company paid a higher bonus than stated in paragraph 2, this bonus will continue to apply.

### **Article 37**

#### Allowance for single-day night trip/Bonus matrix

- 1a) From 1 January 2017, remuneration of €2,66 gross per hour will be accredited for single-day night trips between 20.00 and 04.00.
- 1b) With effect from 1 July 2017, a bonus matrix will apply where an allowance of 19% on the hourly wage will be accredited for single-day night trips between the hours of 21.00 and 05.00 from Monday through to Sunday.
  - 2) If the allowance for single-day night trips/bonus matrix coincides with the shift bonus as meant in Article 36, only the shift allowance will be paid.
  - 3) The allowance for single-day night trips/bonus matrix and any overtime hours allowances are separate allowances that may apply at the same time.

### **Article 38**

#### A) Bonus for dirty work

The employer may grant a gross bonus with a maximum of €30,13 per four weeks or €32,73 per month, respectively, to those who handle goods posing a health hazard and/or that may cause substantial pollution. With effect from 1 July 2017, these amounts will be increased to €30,73 for every 4 weeks or €33,38 per month, and with effect from 1 January 2018 to €31,34 for every 4 weeks or €34,05 per month and with effect from 1 January 2019 to €31,97 for every 4 weeks or €34,73 per month.

## B) Cold-work bonus

A gross bonus of €30,13 per four weeks and €32,73 per month, respectively, applies to structural work in freezing warehouses. With effect from 1 July 2017, these amounts will be increased to €30,73 for every 4 weeks or €33,38 per month, with effect from 1 January 2018 to €31,34 for every 4 weeks or €34,05 per month and with effect from 1 January 2019 to €31,97 for every 4 weeks or €34,73 per month.

## Chapter XII Allowances

### Article 39

#### Allowance for travelling expenses

1. The employee who needs to perform work outside the work location will be reimbursed for travelling expenses actually paid, except in cases where a separate secondment scheme is in place. The only exceptions are if:
  - the journey took place making use of free transport, or
  - the journey could have taken place making use of free transport if the employee had applied for this in good time.
- 2.a In the event of relocation of the company and transfer of employees, the extra costs incurred in commuting to and from work will be reimbursed for a period of one year, in accordance with the maximum tax-free net-kilometre allowance applicable during that year.
- 2.b The extra travelling time arising from the situation set out in paragraph 2.a. will be reimbursed for one year on the basis of the hourly wage applicable to the employee, on the understanding that this time is not included in the determination of overtime.

### Article 40

#### Reimbursement of subsistence costs

1. In accordance with the scheme included in paragraph 3 of this article, the employee will be reimbursed for costs incurred en route, consisting of meals, other consumptions, and sanitation. This does not include any costs incurred in lodging, setting up the cabin, differences in exchange rates, tips paid, telephone expenses and other costs.
2. Paragraph 1 may be deviated from if a separate secondment scheme is in place, or if the employer has made arrangements whereby the employee can make free use of company restaurant facilities. The level of these company restaurant facilities should be in line with the rights that can normally be derived from the scheme below.
3. As from 1 January 2017 the following subsistence allowances apply:
  - 3.a. For one-day rides <sup>1)</sup>
    - shorter than 4 hours <sup>2)</sup> no untaxed payment
    - longer than 4 hours <sup>2)</sup> €0,60 per hour  
As from 1 July 2017 €0,61 per hour
    - between 6 pm and 12 midnight:
      - with departure before 2 pm €2,73 per hour
      - As from 1 July 2017 €2.78 per hour
    - with departure after 2 pm and with a duration of absence of at least 12 hours, an extra bonus of €11,40  
As from 1 July 2017 €11,63

ad 1) A one-day ride is understood to mean a ride whereby departure and arrival take place within 24 hours.

ad 2) The criterion applies to the duration of absence from the work location.

3.b For multi-day rides:

First day	€1,21 an hour
As from 1 July 2017	€1,23 an hour
- between 5 pm and 12 midnight with departure before 5 pm	€2,73 an hour
As from 1 July 2017	€2,78 an hour

3.c I n t e r i m d a y s € 4 7 , 2 8 a d a y  
As from 1 July 2017 €48,12 a day

Final day	€1.21 per hour
As from 1 July 2017	€1,23 per hour
- between 6 pm and 12 midnight	€2,73 per hour
As from 1 July 2017	€2,78 per hour
- between 12 midnight and 6 am	€1,21 per hour
As from 1 July 2017	€1.23 per hour
- between 12 midnight and 6 am with arrival after 12 noon	€2,73 per hour
As from 1 July 2017	€2,78 per hour

4. From 1 January 2018, the amounts set from 1 July 2017 will be adjusted by the percentage increase in the consumer prices index for hotels, cafés and restaurants over the period between 1 October 2016 and 1 October 2017. If this increase is greater than 2.0%, a maximum amount for the increase will be set of 2.0%.

5. From 1 January 2019, the amounts set from 1 January 2018 will be adjusted by the percentage increase in the consumer prices index for hotels, cafés and restaurants over the period between 1 October 2017 and 1 October 2018. If this increase is greater than 2.0%, a maximum amount for the increase will be set of 2.0%.

#### Article 41

##### Interim day without work compensation

The employee who, within the framework of performing his service, is absent from his work location during a weekend or a national/foreign public holiday, while he has not been or cannot be assigned work for that day, will be granted an extra allowance of €11,40 net and €20,17 gross a day with regard to the extra costs incurred in the involuntary stay. With effect from 1 July 2017, these amounts will be increased to €11,63 net and €20,57 gross per day. From 1 January 2018, the net amount will be adjusted in accordance with the system in Article 40 paragraphs 4 and 5 and the gross amount will be increased to €20,98 gross per day.

From 1 January 2019, the net amount will be adjusted in accordance with the system in Article 40 paragraphs 4 and 5 and the gross amount will be increased to €21,40 gross per day.

#### Article 42

##### Consignment fee

The employee who has been instructed to remain available for work will be entitled to the following fees for the hours during which he remained available as per instruction. This fee amounts to €2,54 gross per hour, with a maximum of €20,32 per 24-hour period. With effect from 1 July 2017 these amounts will be increased to €2,59 gross per hour with a maximum of €20,72 per twenty-four hours. With effect from 1

January 2018 the amounts will be increased to €2,64 gross per hour and €21,12 per twenty-four hours. From 1 January 2019, the amounts will be increased to €2,69 gross per hour and €21,52 per twenty-four hours.

In this respect, the following conditions apply:

- a. the employee should have been notified in advance that he needs to remain available for work during a specific time slot, to be determined in advance, and that he is obliged to comply with a call to take up his duties;
- b. the employee will not be eligible for the consignment fee if he is already on duty, and on the business premises and/or on or around the vehicle;
- c. the employer also does not qualify for the consignment fee if he receives only one call to commence work at a particular time per 24-hour period.
- d. there can be no concurrent payment of wage and/or other bonuses with this consignment fee.

#### Article 43

##### Training, general

In the event of training other than referred to in Article 44, taken on the instructions of the employer and/or pursuant to a legal requirement in connection with the position, the employee should be reimbursed for the course fees, examination fee and travelling expenses (in accordance with the maximum tax-free net-kilometre allowance applicable during that year). Furthermore, the employer will reimburse the employee for the time spent on a course attended during daytime on weekdays. These hours are not included in determining the number of overtime hours.

#### Article 44

##### A) Reimbursement of the ADR certificate<sup>8</sup>

In order to obtain and periodically maintain the ADR certificate on the instructions of the employer, the employer will reimburse the course fees, examination fee and travelling expenses (in accordance with the maximum tax-free net-kilometre allowance applicable during that year). Furthermore, the employer will reimburse the employee for the time spent on the course in this respect, with a maximum of 40 salary hours (at 100%). These hours are not included in determining the number of overtime hours.

##### B) Reimbursement for the forklift certificate

In order to obtain and periodically maintain the forklift certificate on the instructions of the employer, and/or to periodically maintain the forklift certificate at the employee's request, the employer will reimburse the course fees, examination fee and travelling expenses (in accordance with the maximum tax-free net-kilometre allowance applicable during that year). Furthermore, the employer will reimburse the employee for the time spent on the course in this respect, with a maximum of 40 salary hours (at 100%). These hours are not included in determining the number of overtime hours.

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<sup>8</sup> Under the European Agreement on ADR, drivers of vehicles with tanks and certain tank components, and some drivers of vehicles carrying dangerous goods in packages, must hold a special vocational certificate of training, sometimes referred to informally as an 'ADR Certificate'.

## Article 45

### Study costs scheme

With regard to the costs referred to in Articles 43 and 44, the employer has the possibility of submitting a study costs scheme to his employees before commencement of the training.

Under this study costs scheme, the employee will be obliged:

- if the employee resigns within one year after having obtained the certificate/qualification: to pay back 75% of the costs incurred in the training received;
- if the employee resigns job within two years after having obtained the certificate/qualification: to pay back 50% of the costs incurred in the training received;
- if the employee resigns within three years after having obtained the certificate/qualification: to pay back 25% of the costs incurred in the training received;

## Article 46

### Death benefit

1. After the death of an employee, the employer should pay a death benefit to the employee's dependents.
2. This benefit will be paid over the period from the day after the death up to and including the last day of the second month subsequent to the month in which the death took place.
3. The benefit must be calculated on the basis of the last-earned gross wage to which the employee was entitled.
4. The dependents are:
  - a. The surviving spouse, provided the couple did not live apart permanently, or the person with whom the employee cohabited without being married.<sup>9</sup>
  - 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 person largely covered the cost of living and with whom he lived in a family relationship.<sup>10</sup>
5. The benefit paid by the employer may only be reduced with the death benefit the dependents received under the Dutch Disablement Benefits Act (*Wet arbeidsongeschiktheidsverzekering; WAO*)/Work and Income according to Labour Capacity Act (*Wet werk en inkomen naar arbeidsvermogen; WIA*).

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9 Non-marital cohabitation refers to two unmarried people jointly running a household, with the exception of relatives in the first degree.

10 'Living in a family relationship' refers to the persons involved having their primary residence in the same dwelling and showing that they take care of each other by contributing to the costs of the household, or that they look after each other in a different way.

**Article 47**

Travelling time relating to employees who operate mobile cranes

1. Travelling time is understood to mean the time spent commuting from home to work (other than the work location) and back.
2. For calculation of the travelling time, it is assumed that travelling takes place at 60 km per hour.
3. Travelling time is reimbursed by the employer on the basis of 100% of the hourly wage applicable to the employee, with the exception of the first 60 minutes a day if:
  - a. the work is performed on location other than in the employee's municipality, and
  - b. the travelling time is the result of travel:
    - by a public means of transport, or
    - by a means of transport made available by the employer, not being the crane, or
    - by an employee's own means of transport.

**Article 48**

Travelling expenses relating to employees who operate mobile cranes

1. The employee, who is reimbursed for travelling time pursuant to Article 47, paragraph 1, will be entitled to reimbursement of travelling expenses.
2. The employer is authorised to determine the means of transport by which the employee should travel, with the exception of the employee's own means of transport.
3. The costs incurred in travel by public transport will be reimbursed based on the lowest class of transport.
4. Use of one's own car will be reimbursed at € 0.23 per kilometre driven. If, on the instructions of the employer, several people travel together in one car, reimbursement will amount to € 0.25 per kilometre driven.
5. The quickest travelling distance is key to determining the number of kilometres that qualify for reimbursement.

**Article 49**

Subsistence costs relating to employees who operate mobile cranes

1. The rates stated in Articles 40 and 41 apply to reimbursement of subsistence costs.
2. If, in connection with the work activities, travelling home would be unreasonable, at the discretion of the employer, the employee should stay overnight on location. If the mobile crane is not fitted with a sleeping cabin, accommodation costs will be reimbursed. No accumulation with the allowances referred to in Articles 40 and 41 is possible.

**Article 50**

## Sickness and accidents abroad

1. If the employee, as a result of the work assigned to him, is staying outside of the Netherlands where he falls ill or has an accident, he may claim or have claimed on this behalf the following compensation from the employer:
  - a. the costs relating to medically-necessary care;
  - b. the cost of transportation, insofar as this transport is necessary to undergo medical care;
  - c. the necessary cost of accommodation and food, until his health condition allows him to travel back to the Netherlands;
  - d. the necessary cost of transportation to his place of residence or stay in the Netherlands.
  - e. in case of death, the cost of transporting the body to his place of residence.
2. The claims referred to in paragraph 1 will not exist, insofar as the employee is entitled to claim equivalent payments on the basis of any national legislation or international agreement, or under an insurance agreement applicable to the employee.
3. The employee cannot claim reimbursement of the expenses referred to in paragraph 1, under a. and b. if he cannot derive any rights from the insurance applicable to him through his own fault or actions.
4. If the employee, under the circumstances as defined in the introductory sentence of paragraph 1, is in danger of losing his life, for his relatives in the first degree as well as his spouse, he will be entitled to claim reimbursement of:
  - a. the necessary cost of transportation from their place of residence to his place of stay and back;
  - b. the necessary cost of accommodation and food, until there is no longer a life-threatening situation.

**Article 51**

## Accident insurance

1. The employer is obliged to take out an accident insurance for every employee, either collectively or individually. These insurance costs are payable entirely by the employer.
2. The employer will provide each employee with a copy of the policy or the policy conditions, as well as proof of insurance (annually, if possible).
3. The insurance as referred to under paragraph 1 should meet at least the following conditions:
  - a. The risks stated below should be fully covered both during and outside working hours. Not included are the most common exclusions relating to activities that take place outside working hours, which are specified in the policy conditions.

- b.1 In the event of the death of one of the insured, the dependents of the person concerned will be paid a benefit amounting to the annual income, i.e. the salary pursuant to the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*, or *Wfsv* for short).
  - b.2 In deviation from what is stated under 3.b.1., it may be agreed to pay a lump sum in the form of a fixed amount equivalent to the number of working days per year x the maximum daily wage subject to social security withholdings (*premedagloon*) pursuant to the Dutch Social Insurance Funding Act.
  - c. In the event of total permanent invalidity, a lump sum should be paid of at least double the annual income referred to under b.
  - d. In the event of partial permanent invalidity, a lump sum should be paid, which is derived from what is stated under c.
  - e. Beneficiary of the payment is the insured employee or his survivors, which is understood to mean: 1) the surviving spouse; 2) the heirs.
4. If due to negligence on the part of the employer, in the event of an accident causing the death or the permanent invalidity of an employee, there is no entitlement to a payment referred to under paragraph 3, the employer will be obliged to compensate the person/persons involved.

**Article 52**

## Applicability

1. With the consent of the CAO parties, the employer may declare this chapter applicable to the entire or to part of the workforce employed in logistic services.
2. If this chapter is declared applicable, it will apply in its entirety. Partial application will not be permitted. The CAO parties may grant dispensation at the employer's request.
3. If this chapter is declared applicable, Article 10, paragraph 5, and Articles 5, 26, 27, 33 and 36 will not apply.
4. The employer will report applicability of this chapter to the CAO parties.

**Article 53**

## Regulations governing the duty roster/working hour regulation

1. The job-grade salaries apply to 160 working hours per four weeks, or 174 working hours per month, respectively.
2. Wage payment takes place on the basis of the number of hours rostered, on the understanding that rostering and payment of at least 160 hours per four weeks will be guaranteed. If, within a period of four weeks, a qualifying day pursuant to Article 16, paragraph 2 of the CAO is applied, a minimum of 152 hours per four weeks will be guaranteed.
3. With the consent of a trade union involved in the CAO, the employer will determine the working hours in a duty roster, within the standards of the consultative structure of the Dutch Working Hours Act (*Arbeidstijdenwet*, or *ATW* for short) and with due observance of the following rules:
  - a. the daily working hours are a minimum of 6 and a maximum of 10 hours;
  - b. for part-timers the working hours are a minimum of 4 hours a day;
  - c. the weekly working hours are a minimum of 24 and a maximum of 50 hours;
  - d. an employee will be scheduled for a maximum of 6 shifts a week;
  - e. an employee will be rostered for a maximum of 65 shifts per 13 weeks;
  - f. there will be no broken shifts;
  - g. at least 13 weekends off will be taken per half calendar year. This means that, as a rule, 48 consecutive hours, but at least 45 consecutive hours, should be taken off between Friday 12 noon and Monday 12 noon.
  - h. overtime is the number of hours by which the 160-hour level per four weeks is exceeded. In order to determine the bonus, the hours per day should be registered.
4. Duty rosters will be announced 28 calendar days in advance. The employer may announce the duty rosters fewer than 28 days but at least one day in advance. In that case, the employer will at least announce 28 days in advance which leave days are scheduled and which shifts should be worked. With regard to day shifts, the working hours lie between 6 and 7 am, respectively, and 6 and 7 pm, respectively; evening shifts lie between 12 noon and 12 midnight, and nights shifts lie between 6 and 7 pm, respectively, and 6 and 7 am, respectively.
5. The employee who is notified of the individual roster between 14 days and 4 days in advance will receive a bonus of 5% of the hourly wage over the rostered hours. The employee who is notified of the individual roster between 4 days and 1 day in advance will receive a bonus of 10% of the hourly wage over the rostered hours.
6. The employee who is scheduled for three shifts or round-the-clock shift work will work within a fixed roster.

#### **Article 54**

influence of employees on the roster

In drawing up rosters, the employee's personal circumstances, wishes, health and care responsibilities will be taken into account, insofar as that can be reasonably demanded of the employer.

#### **Article 55**

Bonus for unsocial hours

1. The normal working day covers a period of 12 hours and runs from Monday to Friday, from 6 am to 6 pm or from 7 am to 7 pm, and will be determined in consultation with the employee representative body, the works council, or a trade union.
2. No bonuses apply to the normal working day (*dagvenster*) from Monday to Friday.
3. The following bonuses apply to a normal working day from 6 am to 6 pm:
  - for the hours between 6 pm and 12 midnight from Monday to Friday: 35% per hour;
  - for the hours between 12 midnight and 6 am from Monday to Friday: 45% per hour.
4. The following bonuses apply to a normal working day from 7 am to 7 pm:
  - for the hours between 7 pm and 12 midnight from Monday to Friday: 35% per hour;
  - for the hours between 12 midnight and 6 am from Monday to Friday: 45% per hour;
  - for the hours between 6 am and 7 am from Monday to Friday: 35% per hour.
5. On Saturday, a bonus of 50% per hour applies and on Sunday a bonus of 100% applies.
6. The employee and the employer may in consultation allocate days other than Saturday and/or Sunday as normal off-duty days. The bonuses normally applicable to Saturday and/or Sunday will then apply to the leave days agreed. In that case, the normal working day applies to Saturday and/or Sunday.

#### **Article 56**

Concurrence of overtime bonus and bonus for unsocial hours

In the event of concurrence of the overtime bonus and the bonus for unsocial hours, no overtime bonus will be paid.

#### **Article 57**

In deviation from Article 55, the hours worked on a public holiday will be paid in accordance with Article 33, paragraph 6.

#### **Article 58**

Reduced working hours (*ATV*)

Reduced working hours (*arbeidstijdverkorting*) can be discussed for employees who are scheduled for three shifts or round-the-clock shift work.

## Article 59

### Reduction matrix (*Afbouwmatrix*)

- a. The employee who, over a period of at least two consecutive calendar years, consistently worked three shifts or round-the-clock shifts will be entitled to a gradual reduction scheme.
- b. In the course of the gradual reduction scheme, the employee will be entitled to a bonus on top of the basic salary in accordance with the gradual reduction matrix below, after deduction of the bonuses for unsocial hours to be earned during the reduction period.

	Round-the-clock shift	Three shifts
Current month	20%	12.5%
First month	20%	12.5%
Second month	16%	10%
Third month	12%	7.5%
Fourth month	9%	5%
Fifth month	4%	2.5%

## Article 60

### Wage in the event of incapacity for work

In the event of incapacity for work, wage as defined in Article 16, is also understood to be the average bonus for unsocial hours received over a period of 52 weeks prior to the employee becoming incapacitated for work.

## Article 61

### Holiday allowance

The wage, as referred to in Article 69, will also be increased with the average bonus for unsocial hours received over a period of 52 weeks prior to the month of May of the calendar year in question.

## Article 62

### Paid leave

Insofar as necessary in deviation from Articles 64 and 65, eight hours a day will be recorded for holiday, reduced working hours and special leave.

## Article 63

### Experiment

This chapter has been introduced by way of an experiment and its implementation will be evaluated after one year.

**Article 64**

## Absenteeism on full pay

If one or more days - not being off-duty days - are not worked due to one of the circumstances stated below, 8 working hours a day will be recorded.

These circumstances are:

- due to holidays (Article 67a and b);
- time-for-time scheme (Articles 30 and 31);
- generally recognised Christian and public holidays, not on a Saturday and/or Sunday (Article 32);
- special leave (Article 65);
- due to sickness or an accident, through no fault or action of the employee, with the exception of the qualifying day (Article 16);
- reduced working hours (*ATV days*) (Article 68).

**Article 65**

## Special leave

1. If the employee is unable to perform the work agreed and required to do on one or more full or parts of days, due to one of the following events on the day/days and/or part of the day in question, special leave will be granted in the cases listed below:

- |    |  |  |
|----|--|--|
| a. | for entering a notice of the employee's intended marriage  | 1  |
|    | day  |  |
| b. | for marriage/entering into a partnership agreement   |  |
|    | - 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. | -  | <del>the full day</del><br><del>2 days</del>   |
|    | - in accordance with statutory regulations, women are entitled to a term of pregnancy or maternity leave of  | 16 weeks   |
| d. | the death of   |  |
|    | - the spouse, or one of the employee's own children, stepchildren or foster children, who live at home and are part of the family, to be counted from the day of the death | 4 days   |
|    | - one of the employee's parents, parents-in-law, foster parents, or children who do not live at home   | 2 days   |
|    | - a brother, sister, brother-in-law, sister-in-law, one of the employee's or his spouse's grandparents, or one of the employee's grandchildren                             | 1 day  |
| e. | for the priestly ordination of a child or brother of the employee  | 1 day  |
| f. | for the perpetual monastic vows by a child, brother or sister of the employee  | 1 day  |
| g. | for the employee's 25th or 40th wedding anniversary  | 1 day for the 25th, 40th, 50th or 60th wedding anniversary of the employee's parents or parents-in-law |
|    |  | 1 day  |
| h. | for moving house   |  |
|    | - other than in the event of a transfer to those, who have their own household, per calendar year a maximum of   | 2 days   |
|    | - in the event of a transfer, absenteeism should be arranged in mutual   |  |

consultation.

- i. after termination of employment by the employee, in order to find new employment, if the employee has been employed continuously for at least six weeks immediately prior to the date of termination, a maximum of 1 day
  - j. for compliance with a personal commitment imposed by the government, without reimbursement, the fulfilment of which cannot take place in his spare time, the actual time needed up to a maximum of 12 hours
  - k. for taking a professional examination, which is understood to mean an examination designated as such by the employer, the time required for this.
  - l. for consulting a family doctor (GP), dentist, specialist or other medical practitioners and for having medical check-ups and examinations, the time required for this. In this respect, the employee should do his utmost to plan the appointments referred to above at such times that they interfere as little as possible with the performance of his job.
  - m. for exercising the right to vote.
  - n. for carrying out activities for a trade union. The executive committee of a trade union may apply to an employer for one day of organising leave per calendar year for every ten members in the employer's service, who joined this union and to whom this agreement applies, in order to assign these members said activities. The number of members per trade union will be rounded up to numbers of ten, on the understanding that a trade union can claim no right to organising leave if it has fewer than ten members with an employer, to whom this agreement applies. No more than 20 days of organising leave per calendar year can be taken per appointed employee.
  - o. employees aged 60 years and over, to participate in a training course in preparation for their pension, for the time the course takes, with a maximum of one week and no more than once a year.
2. The employee will be granted one day of leave on full pay in the event of his 25-year, 40-year, or 50-year service anniversary. This leave day will be extra and can be taken off in consultation between the employer and the employee.

## Article 66

### Special leave without pay

Special leave without pay will be granted for:

- a. exercising membership of a public body, unless this conflicts with the company's interests;
- b. performing activities for a trade union, which is a party on conclusion of this CAO, for a maximum of six days per calendar year, unless this conflicts with the company's interests;
- c. in deviation from the provisions in Article 65, paragraph 1, sub-paragraph 1, union members who work in companies where fewer than ten employees joined the trade union concerned have the right to perform work for a trade union for one day a year, unless this conflicts with the company's interests. The trade union involved may claim back the employee's job-grade wage on his behalf from the Opleidings- en Ontwikkelingsfonds (training and development fund).

**Article 67a**

Holidays

1. With regard to holiday entitlement, the legal provisions laid down in Article 7: 634 of the Dutch Civil Code (*Burgerlijk Wetboek; BW*) apply, with due observance of paragraphs 2 to 8 of this Article.
2. The holiday year runs from 1 January to 31 December.
3. The following normal annual leave applies:
  - a. for employees aged 16 years or younger 28 days  
for employees aged 17 and 18 years 26 days  
for employees aged 19 to 39 years 24 days  
for employees aged 40 to 44 years 24 days  
for employees aged 45 to 49 years 25 days  
for employees aged 50 to 54 years 26 days  
for employees aged 55 to 59 years 27 days  
for employees aged 60 years and over 28 days
  - b. In deviation from what is stated under a., the following annual leave applies:

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. Allocation of leave days takes place either on the basis of length of service or on the basis of age, whereby the highest number of days prevails.
  - d. The employee will be entitled to the number of leave days stated in paragraph 3, under a. or b., respectively, if he has reached the stated age on 1 July, or has completed the relevant years of service without interruption in the company, respectively. Interruption is not regarded to be any form of leave or absenteeism while the contract of employment is maintained.
4. The employee is not entitled to holidays over the period during which he has not been entitled to wages in money because he did not perform his contracted work, unless Article 7: 635 of the Dutch Civil Code provides otherwise.
5. At the end of the holiday year, or on termination of employment, the total holiday entitlement will be rounded up to half days if the employee's service lasted for an uninterrupted period of at least two months.
- 6.a. The employer will encourage the employee to take leave during the current holiday year. For this purpose, the employer will draw up adequate holiday planning in a timely manner and in consultation with the employees.

- 6.b. If so desired, the employee will take three consecutive weeks' holiday, provided that this entitlement was accrued during the holiday year in question.
  - 6.c. If so desired, the employee who is older than 50, will take four consecutive weeks' holiday during a period to be determined by the employer in consultation with the employee, provided that this entitlement was accrued during the holiday year in question.
  - 6.d. The employer will determine the times that the holiday commences and ends, in consultation with the employee, whereby the consecutive holiday period should start between 1 May and 30 September as far as possible.
  - 6.e. The employer may not decide that a delay during a multi-day ride abroad will be designated as leave, unless agreed otherwise with the employee at his request.
  - 6.f. The employer is authorised to appoint three compulsory days off (*verplichte snipperdagen*). These days off must proceed or follow the public holidays referred to in Article 32. If the employer makes use of this option, this should be announced in writing at least two months in advance.
- 7. Annual leave days are accredited at the beginning of the calendar year. Days are actually accrued by payment period. If there is a negative balance of annual leave days at the end of the employment, an adjustment will be made for this in the final salary payment.
  - 8. For each annual leave day due to but not yet taken by the employee at the end of his employment, one day's wage for the position will be paid plus the vacation allowance and (if applicable) the shift bonus and the personal allowance.
  - 9.a. The employer is obliged to record the leave days/hours taken off by and paid to, respectively, the employee.
  - 9.b. Changes to the remaining number of leave days/hours should be stated on the salary specification.
  - 9.c. On termination of employment, the employer will provide the employee with a statement showing the number of leave days/hours settled on termination.

## **Article 67b**

### Personal Choice Budget (PCB)

- 1. With effect from 1 January 2018, a Personal Choice Budget (PCB) will be introduced.
- 2. The following employment conditions will be brought in under the PCB:
  - a) Two (2) of the four (4) non-statutory annual leave days;
  - b) The extra annual leave days, on top of the 24 per year, on the grounds of age and/or years of service.
  - c) Gross wage if applicable.
- 3. The PCB is accredited at the beginning of the calendar year. Days are actually accrued by payment period.
- 4. The value of one day off is 8 x the applicable hourly wage with the addition of the vacation allowance and (if applicable) the shift allowance and the personal allowance.

5. The employee can make choices for each payment period in relation to the balance accrued up to that date. The options are to be paid in monetary form, time off or training (both work-related and non-work-related). Where time off is chosen, a maximum of 18 days can be bought.
6. A day off, bought from the PCB, that has already been scheduled will, in the event of sickness, be added to the PCB balance again.
7. If no choices are made, the balance will continue to accrue for each payment period up to the end of the calendar year. The remaining PCB balance including purchased but not yet taken annual leave days will be paid out in full at the end of the annual leave year.

## **Article 68**

### Reduced working hours (ATV days)

1. The employee is entitled to 3.5 ATV days annually.
2. Allocation of the ATV days must be laid down in a written agreement by the employer in consultation with the employee, which will be provided to the employee involved no later than three months before the first ATV day. If these days are not scheduled before 1 October of a given year, they will be taken off after this date, in accordance with Article 67, paragraph 6.a.
3. In the event of incapacity for work on the scheduled day(s), the ATV days allocated in accordance with paragraph 2 will lapse.

## **Article 69**

### Holiday allowance

1. Per calendar year, the employee will be entitled to a holiday allowance of 8% of the salary calculated over the fourth payment period of the current calendar year multiplied by 13 and, with wage payment per month, to 8% of the salary over the month of April of the current calendar year multiplied by 12. Wage as referred to in this article is understood to mean the applicable job-grade salary, if appropriate, multiplied by the shift bonus and the personal bonus in accordance with Article 23 of this CAO.
2. For all employees aged 22 and over, the minimum holiday allowance per calendar year will be at least 104% of the salary applicable in the fourth payment period of the current calendar year or, if salary is paid per month, at least 96% of the salary over the month of April of the current calendar year, corresponding to scale D, grade 1. For young employees, as defined in Article 20, this minimum holiday allowance will be the percentage, appropriate to their age, referred to in Article 20, of the amount stated above.
3. If the employee has been employed for only part of the calendar year, he will be entitled to a proportional part.
4. The holiday allowance should be paid in May over the current calendar year.
5. In deviation from the provisions in paragraph 4, the employer may pay an employee who has been

employed for less than one year, or for less than three years on the basis of a fixed-term contract, the holiday allowance in two parts: one part in May and one part in November.

6. If employment is terminated before the fourth payment period or before April, respectively - in deviation from paragraph 1 - the last-earned salary will form the basis for calculation of the holiday allowance.
7. In the event of long-term incapacity for work, the employer will be obliged to pay the holiday allowance over a period of 24 months' incapacity for work, with due observance of the provisions in Article 16 of the Dutch Minimum Wage and Minimum Holiday Allowance Act (Wet Minimumloon en Minimumvakantiebijslag). For the application of this paragraph, the periods during which the employee was unable to carry out work due to sickness will be added together if they collectively succeed each other with an interruption of fewer than four weeks.

Chapter XVIII Employment conditions for employees to whom the Dutch Freight Transport Collective Agreement (CAO Goederenvervoer Nederland) previously applied

**Article 69A**

Existing employment conditions up to 1 July 2017

Up to 1 July 2017, the provisions of the above-named collective agreement applied, with the exception of Article 36c of the collective agreement referred to, to employees who work for companies to which the Dutch Freight Transport Collective Agreement applied over the period from 1 January 2014 to 31 December 2016.

**Article 69B**

Employment conditions as from 1 July 2017

From 1 July 2017, employees working for companies to which the Dutch Freight Transport Collective Agreement previously applied will be subject to the employment conditions of this collective agreement, unless expressly stated otherwise in this collective agreement.

**Article 69C**

Extra days off under the reduction in working hours scheme

Employees to whom the Dutch Freight Transport Collective Agreement previously applied and were eligible on 31 December 2016 for 18 extra days off under the reduction in working hours scheme retain the right to these days.

A fund will be created with respect to this scheme for companies that previously came under the Dutch Freight Transport Collective Agreement, into which up to 1 July 2017 max. 0.5% of the margin for pay increases and after 1 July 2017 max. 0.75% of this margin for pay increases will be paid by the employer.

**Article 69D**

Pay scale tables for employees working for companies to which the Dutch Freight Transport Collective Agreement previously applied

A discount of 0.75% on the pay scale tables, as shown in Article 25 of this Collective Agreement, applies to employees working for companies to which the Dutch Freight Transport Collective Agreement previously applied. The tables with the amounts worked out is shown below.

Dutch Freight Transport - Job-grade pay scales as of 1 July 2017

Pay scale/ grade	Amounts per:			Hourly wage at:		
	Week	4 weeks	Month	100%	130%	150%
A' 0	364,53	1458,12	1584,98	9,11	11,84	13,67
A' 1	379,11	1516,44	1648,37	9,48	12,32	14,22
A' 2	394,27	1577,08	1714,29	9,86	12,82	14,79
A' 3	410,04	1640,16	1782,85	10,25	13,33	15,38
A' 4	426,44	1705,76	1854,16	10,66	13,86	15,99
A 0	396,06	1584,24	1722,07	9,90	12,87	14,85
A 1	411,90	1647,60	1790,94	10,30	13,39	15,45
A 2	428,38	1713,52	1862,60	10,71	13,92	16,07
A 3	445,52	1782,08	1937,12	11,14	14,48	16,71
A 4	463,34	1853,36	2014,60	11,58	15,05	17,37
A 5	481,87	1927,48	2095,17	12,05	15,67	18,08
A 6	488,29	1953,16	2123,08	12,21	15,87	18,32
B 0	416,94	1667,76	1812,86	10,42	13,55	15,63
B 1	433,62	1734,48	1885,38	10,84	14,09	16,26
B 2	450,96	1803,84	1960,77	11,27	14,65	16,91
B 3	469,00	1876,00	2039,21	11,73	15,25	17,60
B 4	487,76	1951,04	2120,78	12,19	15,85	18,29
B 5	507,27	2029,08	2205,61	12,68	16,48	19,02
B 6	514,03	2056,12	2235,00	12,85	16,71	19,28
C 0	434,99	1739,96	1891,34	10,87	14,13	16,31
C 1	452,39	1809,56	1966,99	11,31	14,70	16,97
C 2	470,49	1881,96	2045,69	11,76	15,29	17,64
C 3	489,31	1957,24	2127,52	12,23	15,90	18,35
C 4	508,88	2035,52	2212,61	12,72	16,54	19,08
C 5	529,24	2116,96	2301,14	13,23	17,20	19,85
C 6	536,30	2145,20	2331,83	13,41	17,43	20,12
D 0	463,11	1852,44	2013,60	11,58	15,05	17,37
D 1	481,63	1926,52	2094,13	12,04	15,65	18,06
D 2	500,90	2003,60	2177,91	12,52	16,28	18,78
D 3	520,94	2083,76	2265,05	13,02	16,93	19,53
D 4	541,78	2167,12	2355,66	13,54	17,60	20,31
D 5	563,45	2253,80	2449,88	14,09	18,32	21,14
D 6	570,96	2283,84	2482,53	14,27	18,55	21,41
E 0	485,74	1942,96	2112,00	12,14	15,78	18,21
E 1	505,17	2020,68	2196,48	12,63	16,42	18,95
E 2	525,38	2101,52	2284,35	13,13	17,07	19,70
E 3	546,39	2185,56	2375,70	13,66	17,76	20,49
E 4	568,25	2273,00	2470,75	14,21	18,47	21,32
E 5	590,98	2363,92	2569,58	14,77	19,20	22,16
E 6	614,62	2458,48	2672,37	15,37	19,98	23,06
E 7	622,81	2491,24	2707,98	15,57	20,24	23,36
F 0	507,67	2030,68	2207,35	12,69	16,50	19,04

F 1	527,98	2111,92	2295,66	13,20	17,16	19,80
F 2	549,10	2196,40	2387,49	13,73	17,85	20,60
F 3	571,06	2284,24	2482,97	14,28	18,56	21,42
F 4	593,90	2375,60	2582,28	14,85	19,31	22,28
F 5	617,66	2470,64	2685,59	15,44	20,07	23,16
F 6	642,37	2569,48	2793,02	16,06	20,88	24,09
F 7	668,06	2672,24	2904,72	16,70	21,71	25,05
F 8	676,97	2707,88	2943,47	16,92	22,00	25,38
G 0	536,29	2145,16	2331,79	13,41	17,43	20,12
G 1	557,74	2230,96	2425,05	13,94	18,12	20,91
G 2	580,05	2320,20	2522,06	14,50	18,85	21,75
G 3	603,25	2413,00	2622,93	15,08	19,60	22,62
G 4	627,38	2509,52	2727,85	15,68	20,38	23,52
G 5	652,48	2609,92	2836,98	16,31	21,20	24,47
G 6	678,58	2714,32	2950,47	16,96	22,05	25,44
G 7	705,72	2822,88	3068,47	17,64	22,93	26,46
G 8	733,95	2935,80	3191,21	18,35	23,86	27,53
G 9	743,74	2974,96	3233,78	18,59	24,17	27,89
H 0	565,06	2260,24	2456,88	14,13	18,37	21,20
H 1	587,66	2350,64	2555,15	14,69	19,10	22,04
H 2	611,17	2444,68	2657,37	15,28	19,86	22,92
H 3	635,62	2542,48	2763,68	15,89	20,66	23,84
H 4	661,04	2644,16	2874,20	16,53	21,49	24,80
H 5	687,48	2749,92	2989,16	17,19	22,35	25,79
H 6	714,98	2859,92	3108,73	17,87	23,23	26,81
H 7	743,58	2974,32	3233,09	18,59	24,17	27,89
H 8	773,32	3093,28	3362,40	19,33	25,13	29,00
H 9	804,25	3217,00	3496,88	20,11	26,14	30,17
H 10	814,97	3259,88	3543,49	20,37	26,48	30,56

### Dutch Freight Transport - Job-grade pay scales as of 1 January 2018

Pay scale/ grade	Amounts per:			Hourly wage at:		
	Week	4 weeks	Month	100%	130%	150%
A' 0	371,81	1487,24	1616,63	9,30	12,09	13,95
A' 1	386,68	1546,72	1681,28	9,67	12,57	14,51
A' 2	402,15	1608,60	1748,55	10,05	13,07	15,08
A' 3	418,24	1672,96	1818,51	10,46	13,60	15,69
A' 4	434,97	1739,88	1891,25	10,87	14,13	16,31
A 0	403,98	1615,92	1756,51	10,10	13,13	15,15
A 1	420,14	1680,56	1826,77	10,50	13,65	15,75
A 2	436,95	1747,80	1899,86	10,92	14,20	16,38
A 3	454,43	1817,72	1975,86	11,36	14,77	17,04
A 4	472,61	1890,44	2054,91	11,82	15,37	17,73
A 5	491,51	1966,04	2137,09	12,29	15,98	18,44
A 6	504,62	2018,48	2194,09	12,62	16,41	18,93

B 0	425,28	1701,12	1849,12	10,63	13,82	15,95
B 1	442,29	1769,16	1923,08	11,06	14,38	16,59
B 2	459,98	1839,92	1999,99	11,50	14,95	17,25
B 3	478,38	1913,52	2080,00	11,96	15,55	17,94
B 4	497,51	1990,04	2163,17	12,44	16,17	18,66
B 5	517,41	2069,64	2249,70	12,94	16,82	19,41
B 6	531,21	2124,84	2309,70	13,28	17,26	19,92
C 0	443,69	1774,76	1929,16	11,09	14,42	16,64
C 1	461,44	1845,76	2006,34	11,54	15,00	17,31
C 2	479,90	1919,60	2086,61	12,00	15,60	18,00
C 3	499,10	1996,40	2170,09	12,48	16,22	18,72
C 4	519,06	2076,24	2256,87	12,98	16,87	19,47
C 5	539,82	2159,28	2347,14	13,50	17,55	20,25
C 6	554,22	2216,88	2409,75	13,86	18,02	20,79
D 0	472,38	1889,52	2053,91	11,81	15,35	17,72
D 1	491,28	1965,12	2136,09	12,28	15,96	18,42
D 2	510,93	2043,72	2221,52	12,77	16,60	19,16
D 3	531,37	2125,48	2310,40	13,28	17,26	19,92
D 4	552,62	2210,48	2402,79	13,82	17,97	20,73
D 5	574,72	2298,88	2498,88	14,37	18,68	21,56
D 6	590,05	2360,20	2565,54	14,75	19,18	22,13
E 0	495,46	1981,84	2154,26	12,39	16,11	18,59
E 1	515,28	2061,12	2240,44	12,88	16,74	19,32
E 2	535,89	2143,56	2330,05	13,40	17,42	20,10
E 3	557,33	2229,32	2423,27	13,93	18,11	20,90
E 4	579,62	2318,48	2520,19	14,49	18,84	21,74
E 5	602,80	2411,20	2620,97	15,07	19,59	22,61
E 6	626,91	2507,64	2725,80	15,67	20,37	23,51
E 7	643,63	2574,52	2798,50	16,09	20,92	24,14
F 0	517,83	2071,32	2251,52	12,95	16,84	19,43
F 1	538,54	2154,16	2341,57	13,46	17,50	20,19
F 2	560,08	2240,32	2435,23	14,00	18,20	21,00
F 3	582,48	2329,92	2532,62	14,56	18,93	21,84
F 4	605,78	2423,12	2633,93	15,14	19,68	22,71
F 5	630,01	2520,04	2739,28	15,75	20,48	23,63
F 6	655,21	2620,84	2848,85	16,38	21,29	24,57
F 7	681,42	2725,68	2962,81	17,04	22,15	25,56
F 8	699,59	2798,36	3041,82	17,49	22,74	26,24

G 0	547,01	2188,04	2378,40	13,68	17,78	20,52
G 1	568,89	2275,56	2473,53	14,22	18,49	21,33
G 2	591,65	2366,60	2572,49	14,79	19,23	22,19
G 3	615,32	2461,28	2675,41	15,38	19,99	23,07
G 4	639,93	2559,72	2782,42	16,00	20,80	24,00
G 5	665,53	2662,12	2893,72	16,64	21,63	24,96
G 6	692,15	2768,60	3009,47	17,30	22,49	25,95
G 7	719,84	2879,36	3129,86	18,00	23,40	27,00
G 8	748,63	2994,52	3255,04	18,72	24,34	28,08
G 9	768,59	3074,36	3341,83	19,21	24,97	28,82
H 0	576,36	2305,44	2506,01	14,41	18,73	21,62
H 1	599,41	2397,64	2606,23	14,99	19,49	22,49
H 2	623,39	2493,56	2710,50	15,58	20,25	23,37
H 3	648,33	2593,32	2818,94	16,21	21,07	24,32
H 4	674,26	2697,04	2931,68	16,86	21,92	25,29
H 5	701,23	2804,92	3048,95	17,53	22,79	26,30
H 6	729,28	2917,12	3170,91	18,23	23,70	27,35
H 7	758,45	3033,80	3297,74	18,96	24,65	28,44
H 8	788,79	3155,16	3429,66	19,72	25,64	29,58
H 9	820,34	3281,36	3566,84	20,51	26,66	30,77
H 10	842,22	3368,88	3661,97	21,06	27,38	31,59

Dutch Freight Transport - Job-grade pay scales as of 1 January 2019

Pay scale/ grade	Amounts per:			Hourly 100%	wage at:	
	Week	4 weeks	Month		130%	150%
A' 0	379,25	1517,00	1648,98	9,48	12,32	14,22
A' 1	394,42	1577,68	1714,94	9,86	12,82	14,79
A' 2	410,20	1640,80	1783,55	10,26	13,34	15,39
A' 3	426,61	1706,44	1854,90	10,67	13,87	16,01
A' 4	443,67	1774,68	1929,08	11,09	14,42	16,64
A 0	412,07	1648,28	1791,68	10,30	13,39	15,45
A 1	428,55	1714,20	1863,34	10,71	13,92	16,07
A 2	445,69	1782,76	1937,86	11,14	14,48	16,71
A 3	463,52	1854,08	2015,38	11,59	15,07	17,39
A 4	482,06	1928,24	2096,00	12,05	15,67	18,08
A 5	501,34	2005,36	2179,83	12,53	16,29	18,80
A 6	521,39	2085,56	2267,00	13,03	16,94	19,55

B 0	433,78	1735,12	1886,08	10,84	14,09	16,26
B 1	451,13	1804,52	1961,51	11,28	14,66	16,92
B 2	469,17	1876,68	2039,95	11,73	15,25	17,60
B 3	487,94	1951,76	2121,56	12,20	15,86	18,30
B 4	507,46	2029,84	2206,44	12,69	16,50	19,04
B 5	527,76	2111,04	2294,70	13,19	17,15	19,79
B 6	548,87	2195,48	2386,49	13,72	17,84	20,58
C 0	452,57	1810,28	1967,77	11,31	14,70	16,97
C 1	470,67	1882,68	2046,47	11,77	15,30	17,66
C 2	489,50	1958,00	2128,35	12,24	15,91	18,36
C 3	509,08	2036,32	2213,48	12,73	16,55	19,10
C 4	529,44	2117,76	2302,01	13,24	17,21	19,86
C 5	550,62	2202,48	2394,10	13,77	17,90	20,66
C 6	572,64	2290,56	2489,84	14,32	18,62	21,48
D 0	481,83	1927,32	2095,00	12,05	15,67	18,08
D 1	501,10	2004,40	2178,78	12,53	16,29	18,80
D 2	521,14	2084,56	2265,92	13,03	16,94	19,55
D 3	541,99	2167,96	2356,57	13,55	17,62	20,33
D 4	563,67	2254,68	2450,84	14,09	18,32	21,14
D 5	586,22	2344,88	2548,88	14,66	19,06	21,99
D 6	609,67	2438,68	2650,85	15,24	19,81	22,86
E 0	505,38	2021,52	2197,39	12,63	16,42	18,95
E 1	525,59	2102,36	2285,27	13,14	17,08	19,71
E 2	546,61	2186,44	2376,66	13,67	17,77	20,51
E 3	568,47	2273,88	2471,71	14,21	18,47	21,32
E 4	591,21	2364,84	2570,58	14,78	19,21	22,17
E 5	614,86	2459,44	2673,41	15,37	19,98	23,06
E 6	639,45	2557,80	2780,33	15,99	20,79	23,99
E 7	665,03	2660,12	2891,55	16,63	21,62	24,95
F 0	528,18	2112,72	2296,53	13,20	17,16	19,80
F 1	549,31	2197,24	2388,40	13,73	17,85	20,60
F 2	571,28	2285,12	2483,93	14,28	18,56	21,42
F 3	594,13	2376,52	2583,28	14,85	19,31	22,28
F 4	617,90	2471,60	2686,63	15,45	20,09	23,18
F 5	642,62	2570,48	2794,11	16,07	20,89	24,11
F 6	668,32	2673,28	2905,86	16,71	21,72	25,07
F 7	695,05	2780,20	3022,08	17,38	22,59	26,07
F 8	722,85	2891,40	3142,95	18,07	23,49	27,11

G 0	557,96	2231,84	2426,01	13,95	18,14	20,93
G 1	580,28	2321,12	2523,06	14,51	18,86	21,77
G 2	603,49	2413,96	2623,97	15,09	19,62	22,64
G 3	627,63	2510,52	2728,94	15,69	20,40	23,54
G 4	652,74	2610,96	2838,11	16,32	21,22	24,48
G 5	678,85	2715,40	2951,64	16,97	22,06	25,46
G 6	706,00	2824,00	3069,69	17,65	22,95	26,48
G 7	734,24	2936,96	3192,48	18,36	23,87	27,54
G 8	763,61	3054,44	3320,18	19,09	24,82	28,64
G 9	794,15	3176,60	3452,96	19,85	25,81	29,78
H 0	587,89	2351,56	2556,15	14,70	19,11	22,05
H 1	611,41	2445,64	2658,41	15,29	19,88	22,94
H 2	635,87	2543,48	2764,76	15,90	20,67	23,85
H 3	661,30	2645,20	2875,33	16,53	21,49	24,80
H 4	687,75	2751,00	2990,34	17,19	22,35	25,79
H 5	715,26	2861,04	3109,95	17,88	23,24	26,82
H 6	743,87	2975,48	3234,35	18,60	24,18	27,90
H 7	773,62	3094,48	3363,70	19,34	25,14	29,01
H 8	804,56	3218,24	3498,23	20,11	26,14	30,17
H 9	836,74	3346,96	3638,15	20,92	27,20	31,38
H 10	870,21	3480,84	3783,67	21,76	28,29	32,64

### Article 70

#### Protection of active trade union members (*kaderleden*)

1. The employer will ensure that an active trade union member connected to a trade union will not be disadvantaged in his position as an employee because of his organising activities within the company.
2. An active trade union member within the company is an employee who acts as an official or representative of the union of which he is a member, and about which the employer was notified in writing by this union.
3. Active trade union members will be allowed to disseminate trade union information via the notice boards made available for this purpose, provided that the information is not inflammatory or damaging for the company.
4. The dismissal provisions that apply to termination of an employment contract of an active trade union member connected to one of the trade unions are the same as those for works council members.

### Article 71

#### Rules of conduct with regard to mergers and reorganisations

1. Without prejudice to the obligations arising from the Merger Code of the Dutch Social and Economic Council (*SER-Besluit Fusiegedragsregels*), the employer with a workforce of at least 50 is obliged to engage the trade unions and employers' associations as soon as possible in the event of a merger, company closure, concentration of operations, or takeover, and so forth.
2. In the event of a decrease in work quantity within a company, the available working hours between employees in a same or a similar position should be redistributed before any redundancies take place. In that case there will be no redundancies if the average number of working hours of this group of employees is still more than 45 hours a week.
3. In the event of redundancy due to reorganisation or a decrease in work quantity involving five or more employees, the trade unions should be involved. Subsequently, the employees made redundant in this respect should be given priority in filling vacancies with their former employer.

### Article 72

#### Suspension of payments and bankruptcy

1. The trade unions will be notified immediately of an application for a suspension of payments. The trade unions are pledged to secrecy until the verdict in which suspension of payments is granted is disclosed.
2. A petition of bankruptcy will be reported immediately to the trade unions.

## Article 73

### Charter provision

1. The employer is obliged to stipulate in subcontracting agreements, executed in or from the employer's company located in the Netherlands, entered into with independent contractors who act as employers, that their employees are granted the same basic working and employment conditions of this CAO, if this results from the directive concerning the posting of workers (*detacheringsrichtlijn*), as well as if the law of a country other than the Netherlands is chosen.
2. The employer is obliged to inform the employees referred to in paragraph 1 of this article about the basic working and employment conditions that apply to them.
3. Paragraphs 1 and 2 of this article do not apply if the workers referred to in paragraph 1 of this article fall directly within the scope of this CAO, because the entire CAO applies to them in any way.

## Article 74

### Dispensation

- 1.a The parties are authorised to enter into supplementary agreements with derogating provisions for certain sub-markets. Companies may submit a request for admission to a sub-market agreement to the CAO-partijen, p/a de secretaris van het overleg inzake de CAO voor het Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen (CAO parties, c/o the secretary for consultation on the collective agreement for Professional Goods Transport by road and mobile crane rentals), P.O. Box 3008, 2700 KS Zoetermeer, The Netherlands.
- 1.b Supplementary agreements should be added as appendices to the CAO.
2. Employers covered by the CAO have the possibility of requesting dispensation from applying this CAO or one or more articles thereof.
- 3 A request for dispensation should be submitted to CAO-partijen, p/a de secretaris van het overleg inzake de CAO voor het Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen, P.O. Box 3008, 2700 KS Zoetermeer, The Netherlands.
- 4 The request should be submitted in writing to the CAO parties, stating 'Dispensation'.
- 5 The request should state at least:
  - a. the name and address of the requester;
  - b. the requester's signature;
  - c. a detailed description of the nature and scope of the request for dispensation;
  - d. the requester's arguments for being granted dispensation;
  - e. the submission date.
6. If the CAO parties feel that the request has been substantiated, justified or documented insufficiently, the requester will be informed as to which parts of and with which documents the request should be supplemented within two weeks. The requester will be given two weeks to submit the additional details to the CAO parties.

7. The request will not be handled if the additional details are not submitted or are not sufficient. The requester will be informed of this in writing.
8. The CAO parties will inform the requester that the request will be taken into consideration within two weeks upon receipt of a sufficiently substantiated, justified and documented request, or within two weeks upon receipt of the requested additional details.
9. In assessing whether dispensation can be granted, the CAO parties will apply the following criteria:
  - a) Whether there are - temporarily - special circumstances, deviating from what is customary in the sector, on the basis of which the requester cannot reasonably be expected to fully implement the CAO or provisions thereof, and
  - b) Whether any other agreement, at least equivalent to this CAO or provisions thereof, has been concluded in consultation with a trade union that is independent of the employer.
10. The CAO parties will pass a decision as soon as possible, but at the latest within eight weeks after the request was handled. The CAO parties may extend this term once by eight weeks.
11. The CAO parties will send the requester a written and justified decision.

## **Article 75**

### New work systems

If on the introduction of new work systems, one or more CAO articles forms/form an obstruction, this article or these articles may only be deviated from in consultation with the trade unions if the following preconditions are met:

- the employee's income level should be maintained as far as possible;
- it involves an improvement in productivity for the employer;
- it involves an improvement in working conditions for the employees.

The work system thus agreed should be submitted to and registered by the CAO secretariat.

## **Article 76**

### Working Hours Decree **on** Transport

1. The CAO parties have entered into agreements with each other with regard to the implementation of Directive 2002/15/EC<sup>11</sup> (48-hour working week). In consultation with the Dutch Ministry of Infrastructure and the Environment, this agreement will be implemented in the Working Hours Decree on Transport (*Arbeidstijdenbesluit Vervoer*).  
In accordance with Article 2.5:8 of the Working Hours Decree on Transport, the CAO parties reached agreement on considering the average working hours over a period of 26 consecutive weeks.

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<sup>11</sup> Directive 2002/15/EC on the organisation of the working time of persons performing mobile road transport activities.

2. In accordance with the regulation governing exemption from night work in road transport (regeling vrijstelling nachtarbeid wegvervoer), the CAO parties agreed that the following categories of transport are exempted from the provisions in Article 2.5:4, paragraph 2 of the Working Hours Decree on Transport:
  - a. transport of living animals;
  - b. transport of morning papers;
  - c. transport of postal items and packages;
  - d. collective domestic transport of flower bulbs, flowers, plants and nursery products.

## **Article 77**

### Life-course<sup>12</sup>

1. After having taken life-course leave, the employee will have the right to return to his old position.
2. The period of life-course leave counts for determining the duration of the employment period.
3. While on life-course leave, pension accrual will be continued in the conventional way.

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<sup>12</sup> *Levensloop* or *Levensloopregeling*: under this scheme employees save part of their gross salary to finance a period of unpaid leave in the future,

## Article 78

### Compliance with the CAO

- 1.a At the written request of a trade union, the employer is obliged to provide within four weeks written proof of compliance with the CAO. This involves Articles 6, sub-paragraph 2.b., Articles 8, 10, 16, 19, 20, 21, 25 and 26a, Article 29, paragraphs 3 and 4, and Articles 40, 67a, 68, 69, 69A t/m D and 75 of the CAO over a period of one year prior to the request.
- 1.b In deviation from the period of one year referred to in paragraph 1.a., a period of three months applies to checking compliance with Articles 26a and 40. Furthermore, for the purpose of checking Articles 26a and 40, the volume of details to be requested will be capped at 15% of the employees to be checked, with a maximum of 20.
- 1.c If the employer fails to prove conscientious compliance with this CAO, the employer will be liable for compensation to the trade union in accordance with the provisions in Article 15 of the Dutch Collective Labour Agreements Act (*Wet op de Collectieve Arbeidsovereenkomst*). The trade union concerned will transfer the compensation received to the Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen.
- 1.d If the trade union's request to the employer was submitted on unreasonable grounds, the union will be obliged to pay the employer € 11,344.50 in compensation for the damage suffered by the employer as a result of the request.
- 1.e In deviation from the provisions stated in paragraph d., a compensation of € 25,000 applies to an unreasonable request for a check on compliance with Articles 26a and 40.
- 1.f In deviation from paragraphs 1.a. and 1.b., no checks on Articles 26a and 40 will be carried out if one of the trade unions had already checked the employer on compliance with the CAO 12 months earlier.
- 1.g Incorporation of Articles 26a and 40 into the above paragraphs has an experimental status and will be evaluated after one year. Depending on the results of the evaluation, the experiment may or may not be continued.

## Article 79

### Obligations of the parties

1. The parties are obliged to promote conscientious compliance with this CAO.
2. During the term of the agreement, the parties are obliged to commence immediate consultations regarding changes in salary and working conditions as a result of:
  - a. proposals made by one or more parties to this agreement in order to improve compliance with the CAO;
  - b. central pay agreements, which may arise from statutory measures;

- c. agreements between central employers' and employees' organisations, in cooperation with the government or otherwise;
  - d. extraordinary changes in general socio-economic relations in the Netherlands.
3. In the event of drastic developments that may affect the sector or sectoral funds, the parties are obliged to commence immediate consultations and to adapt the CAO if necessary.
  4. If an employer experiences problems as a result of the concurrence of the subsistence allowance pursuant to Article 40 of this CAO and free provision of a meal voucher, the parties will enter into consultations to achieve a solution for this problem.

## **Article 80**

### **Measures during the term of the agreement**

1. The parties have agreed to enter jointly into consultation with the government authorities involved, in order to improve compliance with the legislation on cabotage.
2. During the term of the CAO, the CAO parties will have an investigation conducted into the possibilities/measures required to keep older employees healthy and capable of work.
3. During the term of the CAO, the CAO parties will agree on a plan of action to arrive at safe parking spaces along motorways, and provincial roads as well as at company sites and business parks, achievable over a period of a few years.

## **Article 81**

### Termination/renewal of the CAO

1. If, no later than three months before this agreement ends, none of the parties has informed the other party of its wish to terminate this agreement by registered letter, the agreement will be deemed to have been tacitly renewed for a maximum period of 12 months. This arrangement for renewal applies to each subsequent period of one year.
2. If, no later than three months before this agreement ends, one of the parties has informed the other party of its wish to terminate this agreement by registered letter, the parties are obliged to enter into consultations in order to conclude a new CAO. During these consultations, the agreement will remain in full force up to a maximum of three months after the date that the original agreement would have ended if it had been terminated in a legally valid manner.

## Article 82

Entry into force and term of the agreement

This agreement will enter into force on 1 January 2017 and is valid until 1 January 2020

Thus agreed in Culemborg/Zoetermeer/Utrecht /Amsterdam/Culemborg (The

Netherlands). Party of the one part:

Vereniging Verticaal Transport:

M.J. Kroes  
Chair

J.Th.M. Saan  
Treasurer

Transport en Logistiek Nederland:

Mr. A.Th. H. van Dijk  
General Chair

R.L.J. Ewalds  
Treasurer

E. van Aggele  
Board Member

Party of the other part:

CNV Vakmensen:

P. Fortuin  
President

T.J. van Rijssel  
Negotiator

FNV:

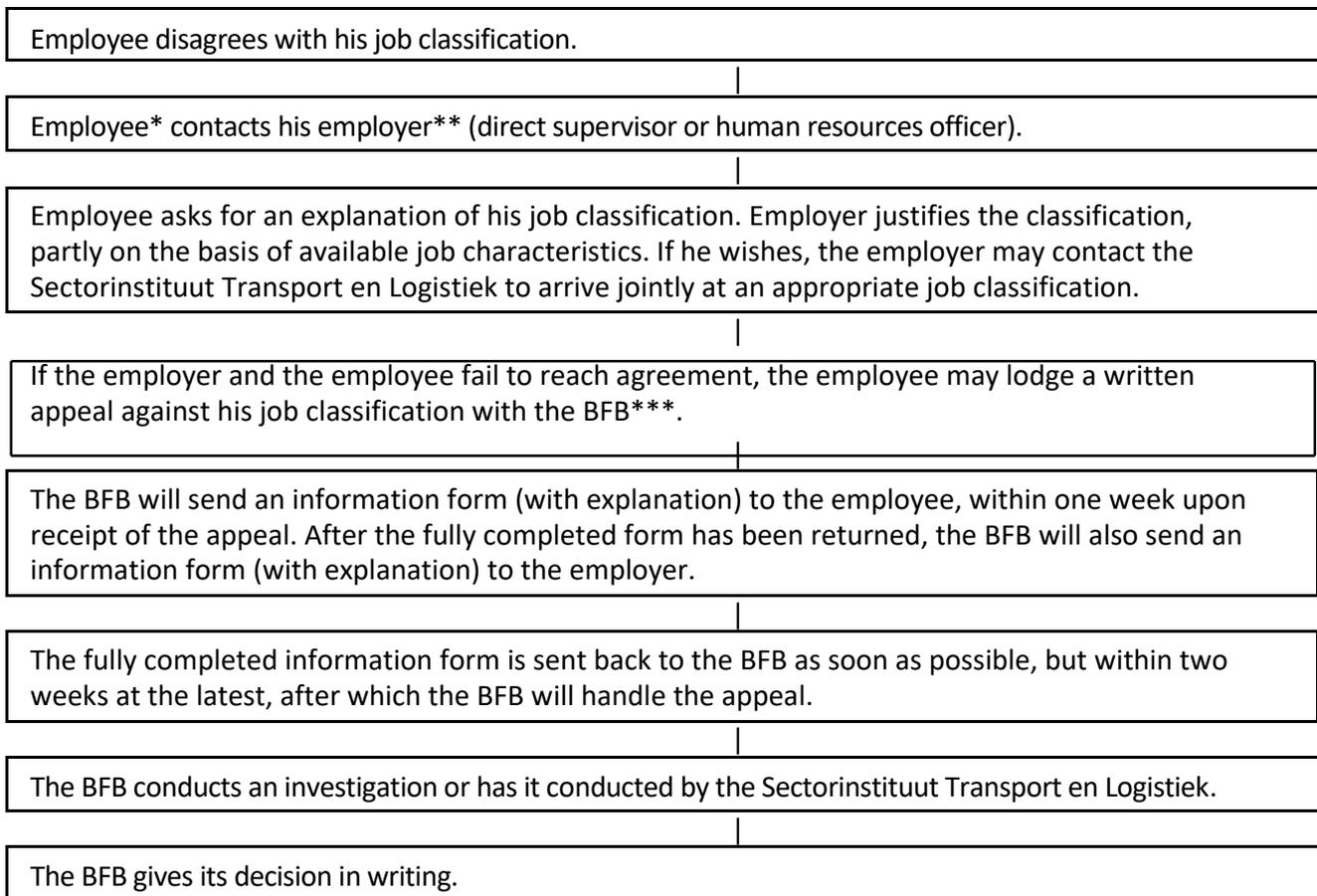
E. Groen  
Trade Union Official

De Unie:

A. van der Molen  
Trade Union Official

## APPENDIX I

### Appeal procedure



\* An employee who is a member of a trade union may seek advice from his trade union.

\*\* The employer may consult his organisation, or seek advice from the Sectorinstituut Transport en Logistiek (*institute for the transport and logistics sectors*) (see Article 18, paragraph 3 of the CAO).

\*\*\* BFB: Beroepscommissie Functiewaardering voor het Beroeps-goederenvervoer over de Weg en de verhuur van mobiele kranen (Job Evaluation Appeal Committee for Professional Goods Transport by road and mobile crane rentals), P.O. Box 308, 2800 AH Gouda, The Netherlands.

## APPENDIX II

Regulations for the BFB - Beroepscommissie Functiewaardering Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen  
(Job Evaluation Appeal Committee for Professional Goods Transport by road and mobile crane rentals)

### Article 1

The BFB will rule in all cases where an appeal has been lodged in accordance with Article 24 of the collective labour agreement on professional goods transport by road and mobile crane rentals.

### Article 2

The BFB Committee consists of a chair and two members. Both the employers' associations, which jointly are party to the CAO, and the trade unions, which are party to the CAO, will appoint a member and a substitute member of the committee. The members appointed accordingly will jointly recommend a chair and a substitute chair to the CAO parties. The CAO parties appoint the chair and a substitute chair. Members of the BFB may be replaced by the respective substitute members whenever they consider this desirable. The substitute chair will only act as the BFB chair if the actual chair himself is unable to do so.

### Article 3

The chair and members of the BFB and their substitutes will hold office for a term of three years. Individuals who were directly involved in this collective bargaining process cannot have a seat on the BFB. The retiring chair or substitute chair, respectively, and retiring members or substitute members, respectively, may be reappointed. Any interim vacancy will be filled as soon as possible.

### Article 4

A secretary will be added to the BFB to carry out secretarial tasks. The secretary is not a member of the BFB. He will be appointed jointly by the employers' associations and trade unions, which are party to the CAO.

### Article 5

BFB membership of the chair or substitute chair, respectively, and of the members or substitute members, respectively, ends:

- a. on expiry of the term for which they were appointed;
- b. following a written decline;
- c. by assuming a capacity, because of which the individual involved would not have been eligible for appointment under the provisions in these regulations.

### Article 6

Upon receipt of the appeal, and no later than ten days before the date of the hearing, the secretary will inform both the complainant and the defendant as to which date the BFB will convene to handle the dispute.

#### Article 7

The BFB may stipulate that, prior to the hearing during which the dispute will be handled, the parties explain their viewpoints further in writing or orally within the terms to be determined by the BFB.

#### Article 8

The BFB may seek advice from experts.

#### Article 9

The parties, if requested, will appear at the hearing in person or by proxy, assisted by a counsellor if so desired.

#### Article 10

If the individual involved fails to appear without giving notice, a default ruling will be given, unless the BFB wishes to adjourn the case. The case may be adjourned at the discretion of the BFB if the person involved sends a notification of absence with a valid reason. If a case is adjourned, further handling will take place within 30 days.

#### Article 11

The BFB may postpone the hearing to a date to be determined if it considers this necessary or required. Article 12

The BFB is obliged to give a ruling on a case within three months after the day at which the first case hearing took place. However, the BFB is authorised to extend the time needed for its ruling if extraordinary circumstances, at the BFB's discretion, warrant this. Members of the BFB will rule by a majority of votes and will not express the opinion of the minority. The ruling should include the reasons that have led to this ruling. The secretary will send both parties a copy of the ruling, certified by him, by registered post and as soon as possible.

## APPENDIX III

### Breaks and rest periods pursuant to Article 26

Continuous rest time is:

the actual consecutive hours of rest taken, however:

a minimum of 11 hours

*or*

9 hours

rest

*or*

3 hours compensation during the same 24-hour period + 9

hours Graduated scale of break times

30 minutes for a service period from 4.5 to 7.5 hours  
60 minutes for a service period from 7.5 to 10.5 hours  
90 minutes for a service period from 10.5 to 13.5 hours  
120 minutes for a service period from 13.5 to 16.5 hours  
150 minutes for a service period of at least 16.5 hours

APPENDIX IV

Right of dismissal

Notice of termination

A notice of termination takes effect at the end of a month, unless another termination date has been agreed in writing or has been ordered by common practice (usage). The term of notice of termination to be observed by the employer is, when the contract of employment on the effective termination date has lasted:

- a. shorter than five years: one month;
- b. five years or longer, but shorter than ten years: two months;
- c. ten years or longer, but shorter than fifteen years: three months;
- d. fifteen years or longer: four months.

If permission to terminate the employment agreement has been granted (ontslagvergunning), the term of notice shall be shortened subject to the rules set out in the Dutch Civil Code, on the understanding that the remaining notice period shall be at least one month.

Employees who reached the age of 45 by 1 January 1999 retain the right to application of the term of notice in place at that moment, insofar as this term is more favourable to them than the new regulation (stated above). However, in the event of a change of employer the new statutory regulations will apply. On the basis of the 1998 CAO, this term of notice was further defined in accordance with the table below.

Number of full years that employment continued after the age of 18:                      Term of notice in weeks, which the employer should observe with regard to the age of the employee on 1 January 1999, as stated below:

45 46 47 48 49 50 51 52 53 54 55 56 57 58 and over

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1	1 2 2 2 2 3 3 3 3 3 3 3 3 3 3
2	2 3 4 4 4 4 4 4 4 4 4 4 4 4 4
3	3 4 5 6 6 6 6 6 6 6 6 6 6 6 6
4	4 5 6 7 8 8 8 8 8 8 8 8 8 8 8
5	5 6 7 8 9 10 10 10 10 10 10 10 10 10 10
6	6 7 8 9 10 11 12 12 12 12 12 12 12 12 12
7	7 8 9 10 11 12 13 14 14 14 14 14 14 14 14
8	8 9 10 11 12 13 14 15 16 16 16 16 16 16 16
9	9 10 11 12 13 14 15 16 17 18 18 18 18 18 18
10	10 11 12 13 14 15 16 17 18 19 20 20 20 20 20
11	11 12 13 14 15 16 17 18 19 20 21 22 22 22 22
12	12 13 14 15 16 17 18 19 20 21 22 23 24 24 24
13	13 14 15 16 17 18 19 20 21 22 23 24 25 26 26

## APPENDIX V

### PROTOCOL GOVERNING INCAPACITY FOR WORK

#### The parties agree that:

The Dutch report 'Arbeidsgeschiktheid geregeld', published by Mercer / RCW, is a sound basis for Gezond Transport\* to perform optimally with regard to absenteeism prevention and reintegration. The CAO parties commission the executive board of Gezond Transport\* to work out the report in as much detail as possible, whereby it also considers in which way recommendations can be made to the consultation partners within companies that are not affiliated to Gezond Transport\*.

#### In this respect, the parties agree on the following accompanying measure:

If employment in a suitable alternative position (*passende functie*), internally or externally, requires retraining or refresher courses, the employer will draw up a plan for further training in consultation with the employee and Gezond Transport\* or another reintegration agency. Any training will be undertaken during working hours as much as possible and at the employer's expense. SOOB will subsidise those courses that have acquired a positive assessment from Gezond Transport\*.

The parties advise employers to take out the employers' module (*werkgeversmodule*) provided by Zilveren Kruis Achmea health insurance company, or an equivalent employers' module with another insurer in consultation with the works council or trade unions.

Furthermore, the parties agree:

#### **Obligations of the sector**

The parties commission the executive board of Gezond Transport\* to develop incentives that will lead to reintegration of partially incapacitated individuals into suitable alternative jobs within the sector, whereby the development of a digital job board (*vacaturebank*) is being specifically investigated.

If there are equally suitable candidates for a vacancy, employers will give preference to partially incapacitated individuals.

#### Obligations of the employer

- During the process of reintegration, the employer is obliged to do his utmost to redeploy the employee involved in his own job - taking his limitations into account - even if this requires technical adaptations to the workplace or an organisational adjustment such as a redistribution of tasks. In the process, statutory possibilities will be fully utilised.
- If redeployment in the employee's own position proves not to be possible, the employer must make every effort to redeploy the employee in another position within the company.
- If the employer can make plausible - for example, through discussions - why there are no other positions for which the employee involved would/could qualify, or no other position can be created by regrouping tasks/or adapting the work environment and/or the usual performance standards, the plan of action will focus on finding suitable alternative work outside the employer's company, preferably within the sector.

### Obligations of the employee

- In the event of absenteeism through sickness, the employee is obliged to actively and fully cooperate with efforts aimed at internal or external reintegration.

### Offering suitable alternative work

- If within the framework of reintegration the sick (incapacitated) employee is offered suitable alternative work, the employer will first try to offer a suitable alternative position internally, taking into account the employee's education, experience and skills.
- If an offer of suitable alternative work within the company proves not possible, the employer will preferably offer suitable alternative work externally within the sector. If this also proves impossible, other suitable alternative work will be offered externally outside the sector.
- The employer is obliged to offer/have offered suitable alternative work/positions, both internally and externally, in writing, accompanied by the view of Gezond Transport\*, of another reintegration agency, or of a certified physician, if the employee desires this.
- The offer also states the employee's statutory right to request a second opinion from the UWV. The employee should apply for a second opinion on this within ten days, unless he can prove that he needs more time.
- During the period in which no decision has yet been taken regarding the request for a second opinion, the salary will continue to be paid in full, for a maximum of two weeks. If the employee's claim is justified, the salary will continue to be paid over the entire period. The costs relating to the request for a second opinion are to be paid by the unsuccessful party.
- The employer will inform the employee explicitly about aspects pertaining to employment conditions and to any benefit-related consequences of non-acceptance of a job/suitable alternative job.
- The employee may seek assistance from a confidential counsellor with regard to the employer's offer of internal or external suitable alternative work.

## **The employee's legal position**

### The effects of internal redeployment

Internal reintegration is considered to be successful if the employee has returned to employment with his own employer and carried out this job for six months, either in his old position or in an adapted or new position.

### The effects of external deployment within or outside the sector

External reintegration is considered to be successful if the employee has returned to employment with the external employer and carried out this job for six months.

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

Income on postponement of the WIA application or WIA benefit<sup>13</sup>

If, after the second year of sick leave, the WGA<sup>14</sup> benefit does not commence or commences later by way of a sanction imposed on the employer by the UWV, payment of salary and supplementation of the continued payment of salary will be maintained for a period of 12 months. The regulation referred to above also applies if the employer and the employee, in consultation, decide to postpone the application for WGA benefit. Payment of salary is understood to mean the income also received in the second year of the employee's sick leave.

\* On 1 July 2014, Gezond Transport merged with the Sectorinstituut Transport en Logistiek

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<sup>13</sup> The Dutch *Wet werk en inkomen naar arbeidsvermogen*, or WIA for short = Work and Income according to Labour Capacity Act

<sup>14</sup> *Regeling Werkhervatting Gedeeltelijk Arbeidsgeschikten*, or WGA for short = Return to Work Scheme for the Partially Disabled.

## EMPLOYMENT AGREEMENTS

In particular in the current economic situation, it is important to preserve skills for the sector. Furthermore, the study regarding the future, which the CAO parties commissioned to be conducted, showed that the need for drivers would gradually increase, primarily as a result of the demand for replacement.

### Labour market policy

The labour market policy for the sector to be established by the social partners will be given shape under the direction of Sectorinstituut Transport en Logistiek. The future labour market policy focuses on improvement of inflow, lateral entry and progression in the sector. In addition, the policy focuses on preventing an outflow from the sector. In this regard, financial resources for education and training are mainly used to improve inflow, lateral entry and progression (training to workers) in the sector and to prevent, as far as possible, an outflow from the sector. These training options preferably result in qualifications or extra qualifications.

### 2750 extra work experience places for young people

By means of a sector scheme with the Association of Netherlands Municipalities (Vereniging van Nederlandse Gemeenten; VNG) and UWV, it will be endeavoured to create 2750 additional work experience places for young people aged 18 to 27 years.

### Wajong<sup>15</sup>

The aim is to create work experience places for 100 young people with a disability (Wajongers) within the sector.

### MobiliteitsCentrum transport

In order to bring supply and demand closer together in the labour market, the possibilities of offering temporary employment on the basis of an 'MUP contract'<sup>16</sup> - a contract of employment with a deferred duty of performance - to employees who are at risk of losing their jobs in the sector through the MobiliteitsCentrum will be investigated. In further developing the MobiliteitsCentrum, special attention will be devoted to employees who are at risk of losing their jobs as a result of suspension of their driving licences due to medical restrictions.

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<sup>15</sup> The Wajong Act - the Dutch Disablement Assistance Act for Handicapped Young Persons - is a provision for the financial consequences of long-term occupational disablement for people who cannot claim WAO benefits because they have no employment record. Employers can employ these young people under certain conditions.

<sup>16</sup> The MUP contract (*arbeidsovereenkomst met uitgestelde prestatieplicht*) is a contract of employment for a definite or an indefinite period and includes a standby clause. This contract is popularly known as a zero-hours contract.

Appendix VIII

Phased plan for calculating wage in the event of incapacity for work

not an industrial accident																											
step 1	A	job-grade salary	100%																								
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Collective Agreement on Terms and Conditions of Employment for the Opleidings-  
en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van  
mobiele kranen  
(Training and Development Fund for Professional Goods Transport by road and  
mobile crane rentals)

1 July 2017 - 1 July 2022

**COLLECTIVE AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT FOR THE OPLEIDINGS- EN ONTWIKKELINGSFONDS  
BEROEPSGOEDERENVERVOER OVER DE WEG EN DE VERHUUR VAN MOBIELE KRANEN**

**General provision**

In this CAO the masculine form of nouns and pronouns is used in a neutral sense and therefore also includes the feminine form.

**ARTICLE 1**

Scope

1. This agreement applies to:

- a. Every employer and employee of companies located in the Netherlands, which conduct transport operations subject to permit (*vergunningplichtig*) by virtue of the Dutch Transport of Goods by Road Act (*Wet wegvervoer goederen*), hereinafter referred to as *Wwg*, as most recently published in Dutch Official Journal no. 518 (*Staatsblad*) of 20 December 2016, and/or conduct transport operations, other than transporting passengers, in part or in full against payment, by road or via roads other than those open to public traffic.
- b. Employers and employees in the crane rental sector, which is understood to mean all companies that operate in the Netherlands with mobile crane rental as their business activities.

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

- should apply their own collective agreement; or
- should apply their own sectoral collective agreement (*Bedijfstak-CAO*); or
- have access to their own stipulated package of employment conditions.

In this respect, the following conditions apply:

- The level of the above-mentioned regulations should be at least equivalent to that of the Collective Agreement for Professional Goods Transport by road and mobile crane rental; and
  - The company's core activity differs from professional goods transport by road, logistic services, or mobile crane rental.
2. b The company's core business differs from professional goods transport by road, logistic services, or mobile crane rental, if, as a rule, no more than 20% of its turnover is generated with the above-mentioned operations. Normative in this respect, is the legal entity for which a permit for professional goods transport has been requested or granted, or within which mobile crane rental is taking place.
2. c Furthermore, also excluded are companies that, measured mainly in terms of the company's wage and salary bill, carry out construction work and also exploit mobile cranes.

## ARTICLE 2

### Definitions

1. Employer: every natural or legal person, whose company comes within the scope of this agreement.
2. Employee: every person employed by an employer for a definite or an indefinite period of five consecutive working days or more, and who usually performs his work for the employer in or from the company that is located in the Netherlands. The term 'employee' does not include the statutory director of a legal entity, unless he mainly performs work that is part of the position of driver or mobile crane operator.
3. Stichting (Foundation): De Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen, with head office in Amsterdam, The Netherlands.
4. SOOB-CAO: The Collectieve Arbeidsovereenkomst Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen (Collective agreement for the Training and Development Fund for Professional Goods Transport by road and mobile crane rentals)

## ARTICLE 3

### Implementation

Further implementation of this agreement takes place in accordance with the Articles of Association and regulations of the Stichting, which form an integral part of this CAO. The Articles of Association and regulations will not contain any provisions that are in breach of this agreement.

## ARTICLE 4

### Levy

1. Per calendar year, the employee is required to pay the Stichting an annual contribution over the gross wage and salary bill on which social insurance contributions are payable (*bruto loonsom sociale verzekeringen*) for the current year, on the understanding that the basis of taxation (*heffingsgrondslag*) per employee equals no more than the maximum daily wage subject to social security withholdings (*premedagloon*), converted to an annual amount for that year, pursuant to the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*). The employer is obliged to pay an annual contribution of 0.86% of the wage referred to above. The aforementioned premium will be converted to an amount per month. The employer owes this premium as from 1 October 2014. No premium is payable from 1 July to 1 October 2014.
2. At the written request of the Stichting to this effect, the employer is obliged to provide a statement of the wage on which social insurance contributions are payable (*premieplichtig loon*), referred to under sub 1, in a manner to be determined, within 30 days following the date of the request.
3. Failing to meet the request referred to under sub 2 will result in the flat-rate determination of the contribution due.

4. The employer owes the fund the entire contribution for the employee in his service. Part of the contribution, with a percentage of 0.245% of the wage on which social insurance contributions are payable, is payable by the employee, who owes his share of the contribution to the employer. On payment of salaries, the employer is obliged to deduct from the employee's salary his share of the contribution, which he owes his employer with regard to the period to which the salary payment relates.
5. The employer is obliged to pay the contribution owed to the fund within 28 days after establishment of the amount and dispatch of the corresponding invoice by the fund.
6. In the event of late payment of the contribution owed, the employer will be in default by the mere expiry of the term. In that case, the fund will be authorised to claim:
  - interest over the amount owed from the day that the amount should have been paid, and
  - compensation of extrajudicial collection costs, without prejudice to the other costs of prosecution payable by law.

Interest will be calculated in accordance with the statutory interest rate referred to in Book 6, Articles 119 and 120 of the Dutch Civil Code, applicable to the period over which interest is claimed by the fund. The extrajudicial collection costs are set at 15% of the amount due, with a minimum of €50.
7. Proceedings to recover an unduly overpaid contribution expire after three years from the end of the financial year during which the contribution was paid.

## ARTICLE 5

### Use of the funds

1. The funds that become available in accordance with Article 4 will be used for financing or subsidising:
  - a. costs relating to:
    1. information and promotion relating to employment conditions and working conditions, relevant social security, and developments in the labour market;
    2. information, education and training, education and development with regard to law and legislation and relevant developments in the field of:
      - employment conditions;
      - industrial relations;
      - social security;
      - work-related operational management and job development; and
      - employability;
    3. conducting/commissioning research and publications in the field of labour market and employment conditions;
    4. undertaking activities to achieve increased participation in and better performance of the labour market within the sector;
    5. handling requests for dispensation by social partners and/or questions about the prevailing collective agreements in the sector;
    6. improving compliance with the prevailing collective agreements in the sector.
  - b. activities undertaken by the Stichting Sectorinstituut Transport en Logistiek, comprising:
    1. providing information about the job evaluation system and how it is applied;
    2. developing and managing benchmark positions;

3. carrying out company visits, job assessments, job descriptions, and grading.
- c. activities in the field of company health care in the sector undertaken by Stichting Sectorinstituut Transport en Logistiek and other foundations active in this field, comprising:
    1. improvement of a sound policy on working conditions and absenteeism (*arbo- en verzuimbeleid*), risk inventory and assessment, working conditions checks with smaller companies, workplace investigation, reintegration, back health projects, trauma counselling, consultation with works councils, examinations, socio-civic team consultations, and consultation hours;
    2. research and development activities, the results of which will be published;
    3. information about preventive health and safety (*preventieve arbozorg*) and absenteeism policy.
  - d. activities in the field of training and development undertaken by Stichting Sectorinstituut Transport en Logistiek and other foundations active in this field, comprising:
    1. improvement and/or provision of vocational training for future and current personnel employed in the sector;
    2. improvement of professional competence for future and current personnel employed in the sector;
    3. encouragement of trainees in the professional goods transport sector to obtain the required driving licences by providing loans;
    4. mediation in acquiring apprenticeships (*leerarbeidsplaatsen*) and traineeships in the BBL learning track (*beroepsbegeleidende leerweg*) with regard to training programmes in full-time and part-time secondary-level education;
    5. establishing and maintaining one or more study centres for the sector;
    6. promoting and maintaining practical training options;
    7. conducting/having conducted examinations and issuing vocational diplomas, certificates and qualifications;
    8. research and publications in the field of the sector's labour market.
  - e. activities that are needed to enforce compliance with the employment conditions agreed for the sector, comprising:
    1. ensuring compliance with the prevailing collective agreements in the sector;
    2. preventing actions that are in breach of the prevailing collective agreements in the sector;
    3. drawing up rules of conduct.
  - f. unforeseen or specific, clearly defined projects, to be put forward by employers who are covered by the SOOB-CAO, with permission of the executive board, resulting from new law and legislation and developments in the following fields:
    - employment conditions;
    - industrial relations;
    - social security;
    - work-related operational management and job development; and
    - employability.
  - g. providing projects aimed at easing the way to the labour market (*arbeidsmarkt toeleiding projecten*) for the sector, focused on the unemployed and long-term unemployed, partially incapacitated workers, young people, minorities, and people who switched jobs between sectors.
2. All activities funded by the Stichting are carried out for every employer and employee alike, who are active in the sector of professional goods transport by road and mobile crane rentals.

## ARTICLE 6

### Interim review

If, during the timeframe agreed upon for this CAO, extraordinary circumstances arise relating to training and development, which, in the opinion of one or more contracting organisations, should lead to interim changes to this CAO, each organisation will be authorised to call on the other contracting organisations to start consultations. As a result, the parties involved in the SOOB-CAO may introduce interim changes to this CAO by mutual agreement.

## ARTICLE 7

### Dispensation

- 1) Employers covered by the CAO have the possibility of requesting dispensation from applying this CAO or one or more articles thereof.
- 2) A request for dispensation should be submitted to CAO-partijen, p/a de secretaris van het overleg inzake de CAO voor het Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen (CAO parties, c/o the secretary for consultations on the collective agreement for Professional Goods Transport by road and mobile crane rentals), P.O. Box 3008, 2700 KS Zoetermeer, The Netherlands.
- 3) The request should be submitted in writing to the CAO parties, stating 'Dispensation'.
- 4) The request should state at least:
  - a. the name and address of the requester;
  - b. the requester's signature;
  - c. a detailed description of the nature and scope of the request for dispensation;
  - d. the requester's arguments for being granted dispensation;
  - e. the submission date.
- 5) If the CAO parties feel that the request has been substantiated, justified or documented insufficiently, the requester will be informed as to which parts of and with which documents the request should be supplemented within two weeks. The requester will be given two weeks to submit the additional details to the CAO parties.
- 6) The request will not be handled if the additional details are not submitted or not sufficient. The requester will be informed of this in writing.
- 7) The CAO parties will inform the requester that the request will be taken into consideration within two weeks upon receipt of a sufficiently substantiated, justified and documented request, or within two weeks upon receipt of the requested additional details.
- 8) In assessing whether dispensation can be granted, the CAO parties will apply the following criteria:
  - a) Whether there are - temporarily - special circumstances, deviating from what is customary in the sector, on the basis of which the requester cannot reasonably be expected to fully implement the CAO or provisions thereof; and
  - b) Whether another agreement, at least equivalent to this CAO or provisions thereof, has been concluded in consultation with a trade union that is independent of the employer.
- 9) The CAO parties will pass a decision as soon as possible, but at the latest within eight weeks after the request was handled. The CAO parties may extend this term once by eight weeks.
- 10) The CAO parties will send the requester a written and justified decision.

## **ARTICLE 8**

### Termination of the agreement

Termination of the SOOB-CAO by one of the parties should take place by registered letter, no later than two months before the end of this period. If the agreement was not terminated, it will be deemed to have been tacitly renewed each time for a period of one year.

## **ARTICLE 9**

The CAO has been entered into for a period of three years, from 1 July 2017 up to and including 30 June 2022.

## REGULATIONS

**STICHTING OPLEIDINGS- EN ONTWIKKELINGSFONDS BEROEPSGOEDERENVERVOER (SOOB<sup>17</sup>) OVER DE WEG  
EN DE VERHUUR VAN MOBIELE KRANEN  
(TRAINING AND DEVELOPMENT FUND FOR PROFESSIONAL GOODS TRANSPORT BY ROAD AND MOBILE CRANE RENTALS)**

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<sup>17</sup> The SOOB foundation (*Stichting Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de Weg en de Verhuur van Mobiele Kranen*) aims at promoting sound industrial relations in the sector covered by its collective agreement, and finances activities that may contribute to this.

## ARTICLE 1

### Definitions

The following definitions apply to these regulations:

- Fund : The 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 CAO Opleidings-en Ontwikkelingsfonds voor het Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen;
- Administrator : TKP Pensioenen, with head office in Groningen, The Netherlands;
- SOOB-CAO: : The Collectieve Arbeidsovereenkomst Opleidings- en Ontwikkelingsfonds Beroepsgoederenvervoer over de weg en de verhuur van mobiele kranen. (Collective agreement for the Training and Development Fund for Professional Goods Transport by road and mobile crane rentals).

## ARTICLE 2

### Levying the contribution

1. Pursuant to Article 4, paragraph 1 of the SOOB-CAO, the employer is liable to pay annual contributions to the Fund, which will be levied by the administrator. The employer will be released from the abovementioned obligation by paying the amount due to the administrator. Pursuant to Article 4, paragraph 4 of the SOOB-CAO, part of the contribution is payable by the employee, who owes his share of the contribution to the employer. On payment of salaries, the employer is obliged to deduct from the employee's salary his share of the contribution, which he owes his employer with regard to the period to which the salary payment relates.
2. The employer is obliged to provide the administrator - in a manner and at the times to be determined by the administrator - with details that the administrator deems needed for calculating the contribution due and the advance to be paid. If the employer fails to submit the required details to the administrator, or not in time or incomplete, the administrator will be authorised to determine the level of contribution or the advance to the best of his knowledge. The costs of collection and dissemination of the information requested by the administrator are payable by the employer.
3. In the event of late payment of the advance term, the remaining full amount of the advance invoice will become immediately payable.
4. In the event of late payment of the contribution owed, the employer will be in default by the mere expiry of the term. In that case, the fund will be authorised to claim:
  - interest over the amount owed from the day that the amount should have been paid; and
  - compensation of extrajudicial collection costs, without prejudice to the other costs of persecution that are payable by law.

Interest will be calculated in accordance with the statutory interest rate referred to in Book 6, Articles 119 and 120 of the Dutch Civil Code, applicable to the period over which interest is claimed by the fund. The extrajudicial collection costs are set at 15% of the amount due, with a minimum of € 50.

### ARTICLE 3

#### Level of the contribution

1. Per calendar year, the employee is required to pay the Stichting an annual contribution over the gross wage and salary bill on which social insurance contributions are payable (*bruto loonsom sociale verzekeringen*) for the current year, on the understanding that the basis of taxation (*heffingsgrondslag*) per employee equals no more than the maximum daily wage subject to social security withholdings (*premiedagloon*), converted to an annual amount for that year, pursuant to the Dutch Social Insurance Funding Act (*Wet financiering sociale verzekeringen*). The employer is obliged to pay an annual contribution of 0.86% of the wage referred to above. The aforementioned premium will be converted to an amount per month. The employer owes this premium as from 1 October 2014. No premium is payable from 1 July to 1 October 2014.
2. At the written request of the Stichting to this effect, the employer is obliged to provide a statement of the wage on which social insurance contributions are payable (*premieplichtig loon*), referred to under sub 1, in a manner to be determined, within 30 days following the date of the request.
3. Failing to meet the request referred to under sub 2 will result in the flat-rate determination of the contribution due.
4. The employer owes the fund the entire contribution for the employee in his service. Part of the contribution, with a percentage of 0.245% of the wage on which social insurance contributions are payable, is payable by the employee, who owes his share of the contribution to the employer. On payment of salaries, the employer is obliged to deduct from the employee's salary his share of the contribution, which he owes his employer with regard to the period to which the salary payment relates.

### ARTICLE 4

#### Distribution of the funds

The funds received in accordance with Article 4 of the SOOB-CAO are distributed as follows:

1. A maximum of 0.157% will be allocated to activities referred to in Article 3A, paragraph 1, under a of the Articles of Association.
2. A maximum of 0.01% will be allocated to activities referred to in Article 3A, paragraph 1, under b of the Articles of Association.
3. A maximum of 0.08% will be allocated to activities referred to in Article 3A, paragraph 1, under c of the Articles of Association.

4. A maximum of 0.51% will be allocated to activities referred to in Article 3A, paragraph 1, under d and g of the Articles of Association, whereby a maximum of 0.4% is earmarked for the Stichting Sectorinstituut Transport en Logistiek.
5. A maximum of 0.103% will be allocated to activities referred to in Article 3A, paragraph 1, under e of the Articles of Association.
6. A maximum of 0.04% is earmarked for projects to be put forward by the employers covered by the SOOB-CAO, referred to in Article 3A, paragraph 1, under f of the Articles of Association. These projects are financed from the fund's general resources.

## **ARTICLE 5**

### Procedures

1. Applications for funding should be submitted to the executive board in writing and as follows:
  - for one-off subsidies: as soon as possible;
  - for periodical subsidies: annually before 1 October prior to the year to which the application for subsidy applies.The applications should be accompanied by a budget relating to the spending of the requested funds. This budget should be specified in accordance with the spending targets or activities, respectively, stated in Article 3A of the Articles of Association. The funds are allocated for one year at a time.
2. Every year, the subsidised institution will have to render an account to the executive board of the Stichting regarding how the resources received were spent. This financial account of how the resources received were spent should be submitted in writing to the executive board, together with a statement that was checked by a certified chartered accountant or an accountant-administrative consultant authorised to do so, and as follows:
  - for one-off subsidies - as soon as possible after the funds have been spent;
  - for periodical subsidies - annually before 1 April following the year to which the subsidy applied.The statement must be specified in accordance with the spending targets or activities, respectively, stated in Article 3A of the Articles of Association and form an integral part of the report referred to in Article 10, paragraph 1 of the Articles of Association.
3. The executive board is authorised to specify the conditions to be met by the budget that should accompany the application for subsidy, or by the written accounting of expenditure.

## **ARTICLE 6**

### Effective date

These regulations came into force on 22 February 1988 and were last amended on 1 July 2017.

Employer: .....

**ACKNOWLEDGEMENT OF RECEIPT**

The undersigned:

name:.....

initials:

address: .....

town/city: .....

hereby declares to have received from the employer referred to above, one copy of the Collective Labour Agreement for Professional Goods Transport by road (1 January 2017 to 1 January 2020), whereby he complied with the provisions in Article 6, paragraph 3 of the CAO.

Date: ..... Signature: .....