Collective Labour Agreement (CLA) for Private Bus Transport

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CHAPTER 1: GENERAL

Article 1 **Scope**

a. This Collective Labour Agreement (CLA) for Private Bus Transport applies to the employers and employees of any company established in the Netherlands, which provides private bus transport, within the meaning of the Passenger Transport Act (2000 Bulletin of Orders and Decrees. 314).
b. This collective agreement also applies to employers and employees of a company carrying out work within Public Transport with up to 25 FTE per year.
c. This CLA is a minimum CLA.

Article 2 **Definitions**

Wherever this CLA refers to he, him or his, this should also be taken to read she or her.

In this CLA, unless otherwise stated in the relevant article, the following terms are defined as set out below:

a. Employer: Company (any natural or legal person), which falls within the scope of this CLA.
b. Employee: any person who is employed by an employer.
c. Self-employed person: Persons who qualify as independent operators, undertakings under Article 101(1) TFEU (Treaty Series.1957,74). The employment requirement applies in full for 'bogus self-employed persons', as referred to in the CJEU judgment of 4 December 2014 (ECLI-number EU: C:2014:2411).
d. Temporary worker: employee employed by a third party and made available to the employer by that third party.
e. 1. Part-timer: any employee where the number of hours, based on the employment contract, is at least 52 hours but less than 2080 hours on an annual basis.

   2. Employee with a zero-hours contract (on-call contract): an employee who can be called on to work when necessary.
f.
g.
h. Partner: The marriage partner, the legally registered partner or the partner with whom the employee has drawn up a cohabitation agreement with the civil-law notary or demonstrably runs a joint household. A joint household exists if the persons concerned continuously reside in the same dwelling for six months. They also evidently take care of each other, either by contributing to the costs of the household or otherwise providing for each other's care.
i. Work location: The location stipulated in the employment contract where the employee usually starts and ends his work (within a radius of no more than 10km);
j. Roster: Schedule of travel options available to everyone, indicating the stops between which and when transport is provided.
k. Private bus transport: passenger transport by bus other than public transport.
l. Group transport: transport on a fixed schedule/roster for a limited group of people.
m. International scheduled transport: Cross-border scheduled transport is based on an international service licence with a separate break regime.
n. Coach transport: trips, the purpose of which is to provide an opportunity for transporting persons between certain places of a tourist nature.

o. Unregulated transport: non-scheduled carriage of passengers by buses not covered by l or m.

p. Shuttle transport: Carriage of passengers assembled in advance in groups from the same place of departure to the same place of destination by several outward and return journeys.

q. Multi-day trip: transport that extends over more than 24 hours for the driver.

r. Day trips: occasional services extending over a period not exceeding 24 hours.

s. Public transport: passenger transport by bus open to all, not covered by k, according to a timetable. This includes Backup trips Public Transport and replacement Rail transport, excluding unscheduled Rail disruptions (emergencies).

t. Bus/coach: Motor vehicle, with or without a trailer, equipped to transport more than eight persons, not including the driver.

u. Calendar week: the period of seven consecutive days beginning on Monday 00.00 and ending on Sunday 24.00.

v. Rest day: a day on which the employee's time is always freely available at the employee's home address.

w. Day off: holiday, employment day, rest day, compensation rest day, public holiday, compensation public holiday

    1. A day off includes:
        - a calendar day plus a 6-hour period that follows or precedes it; or
        - a period of 22 hours falling on one calendar day and extended by 8 hours consecutively.
    2. It is not possible to allocate half rest days, half employment days, or half public holidays to the driver.
    3. A half-day off can be given only if no more than 5 hours of net working time have been performed on the same day.

x. FSO: Stichting Fonds Scholing en Ordening voor het Besloten Busvervoer (Private Bus Transport Training and Regulation Fund Foundation).

y. Service time: Service time means the time between when the service commences and when the service ends. This is in accordance with the provisions of regulation EU 561.

z. Working time: All work performed on behalf of the employer. Working time is always within service time. The term working time includes absence with pay.

aa. Rest time: any period, during which the employee has no involvement with the company. This is in accordance with the provisions of regulation EU 561.

bb. Break: a continuous period during which work on a shift is interrupted. This is in accordance with the provisions of regulation EU 561.

cc. Overtime non-driving employees: hours by which the weekly working time of 40 hours per calendar week is exceeded.

dd. Working overtime: hours by which the average weekly working time of 40 hours is exceeded.

ee. Additional hours: the hours exceeding the working hours between the contractually agreed hours and the number of working hours applicable for full-time employment

CHAPTER 2: FUNCTION ELEMENTS

Article 3 **Employment requirement**

1. Carriers are prohibited from providing private bus transport services using drivers they do not employ.
2. The prohibition in paragraph 1 does not apply in case of:
   a. B2B hiring of employees from other holders of licences to provide collective passenger transport.
   b. International transport of non-residents with foreign drivers on behalf of a foreign company, with particular reference to such transport carried out predominantly abroad.
   c. Temporary workers.
   d. Self-employed persons insofar as they can be classified as independent operators as referred to in Article 2 sub c of this collective agreement.
3. Carriers are prohibited from providing private bus transport using volunteers without dispensation from CLA parties.

Article 4 **The employment contract**

1. When an employee is appointed, the employment contract must be in writing. The employment contract should comply with the legislation then in force and include at least the following points:
   - Name, address, place of residence and date of birth of the employee
   - The start date of employment
   - The nature, duration and extent of employment
   - The position with the corresponding salary (job/step)
   - Applicable Pension Fund
   - The calculation period for wages
   - The assigned number of years of experience
   - The probationary period
   - The work location

2.

3. Upon termination of the employment contract, the statutory provisions in Section 9 Book 7 Title 10 of the Dutch Civil Code apply. In all cases, the employment relationship ends by operation of law when the employee reaches the state retirement age.

Article 5 **Part-timers and employees with a zero-hour contract (on-call contract)**

1. Articles 15(1), 15(2), 23(3), 24(1),26, 27, 32 and 35(1) - for those parts regulating the hours to be paid or the remuneration to be applied - apply proportionally to part-time employees and – with the exception of Articles 23 and 24 (saving hours scheme and annual hours scheme) – to employees with a zero-hour contract.
2. Each year of continued part-time employment or a zero-hour contract is treated as a full experience year.
3. Part-timers on unemployment (WW or WIA/wga) benefits can indicate at the start of their employment that they want to be paid for all hours and not be covered by the saving hours scheme/annual hours scheme.
4. Part-time employment has a minimum workload of 52 hours and less than 2080 hours annually.

Exception

5. For employees working an average of 5 hours or less per week (= 260 hours annually) and employees with a zero-hour contract, it is permissible under certain conditions to agree on remuneration including holiday and employment day entitlements and holiday allowance (all-in wage, see annex 2). The following conditions must be observed:

   - the employee must not be disadvantaged by the all-in wage
   - the pay slip should clearly distinguish between regular pay, holiday pay, holiday and employment day entitlement and pension payments
   - the right to holidays may never be bought off This means that although the salary for the holiday has already been paid, the employee must still be able to take the holiday in time at some point
   - the employee must not be practically prevented from taking holidays; and
   - the saving hours scheme or annual hours scheme does not apply. Hours worked should be paid each payment period.

Article 6 **Seasonal employees**

1. The purpose of this article is to create an exception to the chain-of-contracts rule referred to in Section 7:668a(1)(a) and (b) of the Dutch Civil Code for a specific category of employees. Section 7:668a (13) of the Civil Code provides for the possibility of reducing the intervals referred to in paragraph 1 (a) and (b) of section 7:668a of the Dutch Civil Code to a maximum of three months through a collective bargaining agreement, for jobs designated by that agreement, which can be exercised for a period not exceeding nine months a year and cannot be exercised consecutively by the same employee for a period exceeding nine months per year.
2. For the positions of seasonal driver, seasonal vehicle washer and seasonal mechanic (see Annex 4), the intervals referred to in Article 7:668a paragraph 1 BW, parts a and b, are reduced to 3 months. For the positions mentioned above, due to the strong seasonal supply of work, they can only be exercised for a continuous period not exceeding nine months per year and cannot be exercised consecutively by the same employee for a period exceeding nine months per year.

Article 7 **Temporary workers**

1. For temporary workers, the pay scale corresponding to the position applies proportionately to the number of hours worked. The premium to be paid by the hiring employer for the temporary worker to the FSO Fund is regulated by the FSO CLA.
2. In addition to the job wage referred to in paragraph 1, there is an entitlement to the allowance(s) and bonus(s) in accordance with the provisions of this CLA, except for articles 23 and 24.

3. a. The hiring employer must ensure that the temporary employer applies the working conditions referred to in paragraphs 1 and 2 of this article to hired temporary workers.
   b. In addition, the hiring employer must stipulate through a written agreement with the temporary employment agency that the temporary employment agency applies the terms and conditions of employment referred to in paragraphs 1 and 2 of this article to the temporary workers it hires and that this implementation of the terms and conditions of employment is demonstrated to the FSO Foundation on request.
4. When job offers are made, the employer is obliged to offer the work first to full-time and part-time employees on permanent contracts, then to full-time and part-time employees

on fixed-term contracts. Only as a last resort may the work be offered to temporary workers.

Article 8 **School transport**

1. The employee who exclusively provides school transport may average the working hours and the remuneration based on them over a period not exceeding 12 months from the start of the school year to the end of the school year of any year. A proportionate part of that annual average should be paid per payment period.
2. Agreeing on remuneration, including holiday and employment day entitlements is permissible.
3. Otherwise, the annual hours scheme of Article 24 applies.

Article 9 **Serving in Public Transport on the day off**

1. A day off may only be withdrawn - except in situations that cannot be attributed to the employer or could have been foreseen by him - in consultation with the person concerned.
2. If an employee entrusted with the provision of public transport must perform work on a roster-free day, occurring in a service roster as referred to in Article 2.4:3 ATB Transport (Bulletin of Acts and Decrees. 1998, 125), then - subject to the provisions of paragraph 3 - he shall immediately be allocated another scheduled day off in its place, which must be taken within 21 calendar days of the original one, and shall receive an allowance for a shift of 35% of the daily wage.
3. If no replacement day off can be designated because of the interests of the service, working on a day off the roster shall be compensated with an allowance of 100% of the hourly wage for each hour worked on that day, without the hours worked being taken into account for the overtime calculation referred to in Article 36. If less than 4 hours of work are performed on the day off, a minimum pay of 4 hours at 100% extra will be granted.
4. The provisions of paragraphs 2 and 3 only apply if the scheduled days off are in the period of eight days following the day on which the notice to do service was given.
5. The provisions of paragraph 2 do not apply if a scheduled day off has been moved by mutual consent.

Article 10 **Interrupted shifts**

No more than 2 interrupted shifts per week can be mandatorily imposed on:
- the employee performing public transport or public transport support work
- the employee working on the basis of a full-fledged rotating roster as is the case for Schiphol transport

Employer and employee may mutually agree otherwise.

Article 11 **Irregular hours allowance working hours Public Transport**

1. €4.80 (€4.99 from 1 July 2025 and €5.19 from 1 January 2026) per hour for working hours Monday to Friday, lying between 19:00 and 07:30.
2. €4.45 (€4.63 from 1 July 2025 and €4.81 from 1 January 2026) per hour for working hours on Saturdays.

3. €6.18 (€6.43 from 1 July 2025 and €6.68 from 1 January 2026) per hour for working hours on Sundays and public holidays and on working days between 00:00 and 06:00, if the shift started on a Sunday or public holiday.

Article 12 **Public Transport Employment Days**

1. In addition to the employment days mentioned in Article 27, additional employment days will be granted to the employee who exclusively performs public transport. Employees where only part of the work consists of public transport shall be granted this additional entitlement pro rata (see also paragraph 3 of this article for this purpose). The employer should designate these days in good time (no later than 4 days in advance).
2. Scheduled employment days will lapse on those days in case of illness.
3. In consultation with the employee, the employer may replace the public transport employment days by granting an allowance of 5% per hour in time or in cash.
4. Employment days acquired by driving public transport trips can be converted into hours with the employee's consent. These hours should then be used to increase the number of hours to be worked per week specified in the employment contract.

Article 13 Obligations of the employer

1.
2. **Accommodation**
   If the employee cannot reasonably be expected to spend the night at home, the employer must provide accommodation in such a way that the employee can enjoy an undisturbed daily rest period in as much privacy as possible to ensure the safe performance of his duties. The employee is entitled to a single hotel room with a toilet and shower.
3. **Exchange**
   A changeover point is where several passengers and buses come together and, after rearrangement, continue their journey.
   The employer must ensure that the accommodation at a changeover site meets the following conditions:
   - Well-ventilated room
   - The room meets the layout requirements for canteen facilities, as defined in the Working Conditions Act
   - The room is not intended for passengers
   - The room should provide the opportunity for the consumption of food and beverages
   - The room should have good sanitary facilities that are cleaned at least daily and as often as necessary in case of frequent use.
4. **Bar operation**
   The operation of the bar on the bus is the employer's responsibility. The costs and revenues of running the bar accrue to the employer. The employer is responsible for stocking and maintaining the bar's operating supplies. A different arrangement may be agreed with the employee.
5. **Driver card**
   The employer bears the cost of purchasing and renewing the driver card for the digital tachograph. If the employee terminates the employment contract at his own request, he will repay the remainder of the applicable value of the driver's card to the employer.

Any new employer of an employee covered by this CLA shall make the balance of that applicable value of the driver's card refunded by the employee payable to his former employer.

Article 14 **Medical examinations and medical certificate**

1. The employee shall make himself available for any medical examination in accordance with the Passenger Transport Act (2000, Bulletin of Orders and Decrees 314) and medical examination for the purpose of driving licence.
   The employer is entitled to appoint a doctor for this purpose. The employee follows all measures recommended by the medical advice.
2. The employer shall bear the costs of the examinations and measures to be taken on that basis insofar as they are not otherwise provided for by law.

CHAPTER 3: WORKING HOURS

Article 15 **Working week**

1. Employees are subject to a five-day working week, with an average working time of 40 hours per week. This gives rise to an entitlement to 2 rest days per calendar week.
2. a. Compensation rest days can be structured in two ways:

    1. Employees who perform work on a generally recognised public holiday or enjoy the weekly day off shall be granted a compensatory rest day. This allocation does not apply to holidays falling on Saturdays or Sundays.

    Generally recognised public holidays are:
    - New Year's Day
    - Easter Sunday and Easter Monday
    - King's Day
    - Ascension Day
    - Whit Sunday and Whit Monday Christmas Day and Boxing Day
    - May 5 each fifth anniversary.

3. If fewer rest days are enjoyed in any payment period of 4 weeks or a month than referred to in paragraph 1 of this article, 8 hours (Full-timer) of working time will be deducted from the total hours worked for each insufficiently enjoyed rest day and converted into a compensatory rest day.

b. Compensatory rest days accrued during the previous year will be returned before 30 April or before the settlement date agreed under the saving hours scheme or the annual hours scheme. This takes the form of a paid substitute compensation rest day.

c. A compensatory rest day should always be returned to the work location in whole and, if required, in half days.

d. Once accrued, compensatory rest days are not granted until the rest of the days belonging to the relevant payment period have been taken.

e. Insofar as the compensatory rest days accrued during the previous year have not been compensated in time before the date indicated above under b, they must be paid out at 135% on this date.

In addition, an exception to the mandatory payment applies to compensatory rest days accrued in the month preceding the settlement date. These may still be compensated in time in the next quarter if desired.

3. a. Compensation rest days should be designated no later than 4 days in advance, by the employer.

b. Revocation of an allocated compensation rest day within 24 hours before the time the compensation rest day is enjoyed is possible only with the employee's consent. In that case, the employee is entitled to a gross supplement of €13.03 (€13.55 from 1 July 2025 and €14.09 from 1 January 2026) per withdrawal.

4. Compensatory rest days should be returned with priority over saving hours and employment days before the date mentioned in paragraph 2b.

Article 16 **Calculation of the hours of driving employees**

1. **Group transport, public transport and international scheduled transport**

a. The working time of mobile workers is 6/6 of the service time, taking into account the break time as mentioned in paragraphs b, c and d.

b. When performing group and public transport, once per shift, a break of up to 1 hour is not considered working time.
c. The break of up to 1 hour between consecutive journeys should be regarded as working time.
d. For international scheduled services, service time is paid net of break times in accordance with the graduated break times scheme. See the table below.

Service time	**Break to be deducted**
Service time up to 4.5 hours	0 minutes
Service time of 4.5 hours to 7.5 hours	30 minutes
Service time of 7.5 hours to 10.5 hours	60 minutes
Service time of 10.5 hours to 13.5 hours	90 minutes
Service time of 13.5 hours to 16.5 hours	120 minutes
Service time of at least 16.5 hours	150 minutes

If, on a scheduled international service, work away from the work location is interrupted by a night's rest of at least 9 hours, including the period from 00:00 to 04:00, then this night's rest may be deducted from the hours to be taken into account for wage calculation. This is subject to the express condition that the night's rest is spent in a single hotel room with a shower and toilet. Employer and employee can jointly submit a dispensation request on the one-person room (Article 52).

2. **Other forms of transport**

For other forms of transport (coach trips, occasional transport, shuttle transport, multi-day trips and day trips), the working time for driving employees is 6/6 of the working time taking into account the graduated rules for break times (Art. 16 paragraph 1 sub d). There are the following exceptions to this:

a. For multi-day trips, working time is considered: on the first and last calendar day 6/6 of the working time subject to the graduated rules for break times (Art. 16(1)(d)) with a minimum of eight hours of net working time per day. For each intermediate day, eight hours of net working time will be taken into account for wage calculation.

   Prior or subsequent other (driving) work - provided the driver does not return to the work location in between - is included in the hours calculation of the multi-day trip.

b. If, during a multi-day trip, the driver drives a trip on behalf of another travel company on behalf of the employer, the hours - insofar as the minimum of eight hours net per calendar day is exceeded - must be compensated separately.

c. If a driver leaves after 8.00 pm for a shift of up to 33 hours, rests a minimum of 9 consecutive hours in a hotel room, and returns to the work location before 5.00 am, this is considered 2 shifts with a minimum of 8 hours of working time per shift.

d. For shuttle services, multi-day trips and scheduled international services, service time also means the time involved in transport to and from where the trip starts and ends, respectively.

   For every 24 hours between the end of the outward journey and the start of the return journey, eight hours of net working time must be taken into account.

e. Working time on day trips is calculated as follows: hours of service less break time in accordance with the graduated scale for break time (Art. 16(1)(d)) with a maximum of 16 hours net.

f. Total service under paragraph e is calculated differently in the situation below:

   If work away from the work location is interrupted by a night's rest of at least 9 hours, including the period from 00:00 am to 04:00 am, then this night's rest may be deducted from the hours to be taken into account for wage calculation. This is subject to the express condition that the night's rest is spent in a single hotel room with a shower and toilet. Employer and employee can jointly submit a dispensation request on the one-person room (Article 53).

g. In shuttle transport, where the driver returns to work location within 24 hours, a rest period of more than 9 hours is enjoyed after the outward journey. The return journey then begins with another group. In this case, the working time payable is 6/6 of the total service time minus 8 hours, with a minimum of 10 hours net. The employer will provide a single hotel room with a shower and toilet at the place of service interruption.

Article 17 **Rest period in shuttle or international regular service**

If the outward journey on commuter and international scheduled services is going to take or has taken longer than 18 hours then
- the intervening rest period at the destination should be at least 11 hours
- the preceding daily rest period must be at least 12 hours;
- a rest of 24 consecutive hours must be enjoyed afterwards.

Article 18 **Registration of working hours**

1. The employer must keep proper records of the daily working hours completed by the employee. These records should include at least the elements mentioned in the working hours administration form (Annex 5a and 5b).
2. Working hours records and payroll records should both relate to the same period.

Article 19 **Working hours arrangements**

1. Notwithstanding the standard regulation of sections 2.5:7 and 2.5:8 of the Working Hours Decree on Transport (Bulletin of Orders and Decrees 1998, 125) requires the employer to organise work in such a way that the employee has to work a maximum average of 48 hours per week in a period of 26 consecutive weeks.

2. Notwithstanding the standard regulation of section 2.5:4a of the Working Hours Decree on Transport (Bulletin of Orders and Decrees 1998.125), in respect of a worker who performs work which is wholly or partly located in the period between 01:00 am and 5.00 am, his total working time shall not exceed 12 hours in each period of 24 consecutive hours from the beginning of his work.

Article 20 **Working and rest time arrangements**

For deviations from ATW/ATB transport, different arrangements can be agreed upon with the Works Council and the regional Trade Union Executive.

Article 21 **Withdrawal of days off**

Withdrawing an allocated day off (rest day, public holiday, holiday day or employment day) is possible only with the employee's consent. In that case, the employee is entitled to a gross supplement of €13.03 (€13.55 from 1 July 2025 and €14.09 from 1 January 2026).

Article 22 **Additional hours and overtime**

1. **Overtime:**

a. Non-driving employees:

Overtime should be determined on a weekly basis and then settled per payment period of a calendar month or 4 weeks. Except for executive secretaries, positions in the HR field and positions in accounting, a saving hours scheme or annual hours scheme as referred to in Article 23 or 24 may be agreed by mutual consent.

b. Driving employees:

Overtime should be calculated per payment period of a calendar month or 4 weeks, taking into account rest days and any compensatory rest days, as referred to in Article 15 and the saving hours scheme of Article 23 or the annual hours scheme of Article 24.

2. **Additional hours part-timers:**

a. For an employee with part-time employment, the hours that exceed the working hours between his contractually agreed hours and the number of working hours applicable to full-time employment are not overtime within the meaning of Article 36.

b. Over the hours worked between the contractually agreed hours and the hours of full-time employment, holidays, employment days and holiday allowance are accrued in accordance with Article 5.

Employer and employee may agree to pay these balances once a year. Also, these hours are included in the pension contribution.

3. **Rounding of overtime and additional hours:**

If the allowance referred to in Article 36 is granted, the duration of overtime shall be rounded up per payment period according to the attached schedule:

0 - 14 min. = 0 min.
15 - 44 min. = 30 min.
45 - 60 min. = 60 min.

Article 23 **Saving hours scheme**

1. a. The saving hours scheme applies to driving employees in the sector. For non-driving employees, except executive secretaries, positions in the HR field and positions in accounting, a saving hours scheme may be agreed by mutual consent. The saving hours

scheme applies unless an annual hours scheme has been agreed. This arrangement is for a maximum period of one year.

b. Employees who meet the conditions of Article 5(5) of this collective agreement are not covered by the saving hours scheme.

2. a. Under this arrangement, hours worked in excess of the contractual number of hours are first accrued monthly (or per 4-week period) and taken in a later month (or 4-week period). The accrued saving hours are taken in time off at the work location in whole or half days (unless something else is agreed between the employer and employee) by mutual consent.

b. No more saving hours can be withdrawn than have been accrued. Therefore, there cannot be a negative balance after the end of any payment period.

3. The first 100 above-contract hours are (mandatory) saving hours.

4. Hours in excess of the 100-hour limit will be paid monthly (or per 4-week period) unless employer and employee agree annually in writing that these hours will either be counted as saving hours or that a combination of saving hours and paying out will apply.

5. If more than 173.33 hours (or 160 hours per 4-week period) were worked in any month, this constitutes overtime, for which a 35% allowance applies. This allowance will be reimbursed a maximum of once.

6. The 35% allowance will be paid out in the next payment period unless compensation in time, in addition to the saving hours credit, has been agreed upon in writing.

7. If not all saving hours have been taken on the end date of the saving hours year, these hours should be paid out at 100%. The 35% allowance is already regulated in paragraph 5.

8. The effective date and duration of the scheme may vary from one employee to another. All hours and allowances not taken should be settled no later than the month following the last calendar day of the scheme.

9. For a model administration form: see annex 5b.

Article 24 **Annual hours scheme**

As a direct consequence of the peak and off-peak times of the work supply within the sector, there is the possibility of reimbursing the salary for a year as an average per month (or per 4-week period) to employees. This in accordance with the following conditions:

1. For employees on an annual hours scheme, a maximum of 239 days and a maximum of 2080 hours may be worked annually unless continued work beyond these limits is agreed upon in writing between the employer and employee.
2. The annual hours scheme can be agreed for a maximum of 1 year with employees with an employment contract of at least 7 months, which do not fall under the following job positions: the executive secretary, positions in the HR field and positions in accounting.
3. The saving hours scheme applies as long as the annual hours scheme is not set out in writing.
4. If, at the end of the annual hours period, fewer hours have been worked than contractually agreed, these will be at the employer's expense.
5. If more than 173.33 hours (or 160 hours per 4-week period) were worked in any month, this constitutes overtime, for which a 35% allowance applies. This allowance will be reimbursed a maximum of once.

The effective date and duration of the scheme may vary from one employee to another. All hours and allowances not taken should be settled no later than the month following the last calendar day of the scheme.

For a model administration form: see annex 5a.

Article 25 **Days off**

The following applies to all days off as referred to in Article 15(2)(a), Article 26 and Article 27:

a. For each consecutive day off, the period indicated in Article 2 sub w is extended by 24 hours. Eight hours must be taken into account for the wage calculation of a day off other than a rest day.
b. If the employee wishes to take half a day off, it must coincide with a half calendar day; this first half day of a calendar day ends no later than 1pm. A half-day off can be enjoyed only if less than 5 hours of work were performed on that day.

Article 26 **Holidays**

1. With regard to holidays - subject to paragraphs 2 to 8 of this article - the statutory regulations regarding paid holidays apply.
2. The holiday year runs from 1 January to 31 December.
3. The normal holiday per holiday year is:

for employees up to the age of 20 : 24 days
for employees aged 21 to 49 : 23 days
for employees aged 50 to 54 : 24 days
for employees aged 55 to 59 : 26 days
for employees aged 60 or above : 27 days

The reference date for reaching the above ages is 1 January of the year that age is reached. The extra entitlements (above 23 days) granted to young and older employees are related to an age-conscious personnel policy.
The nature of the work, such as irregular hours, night work and heavy work within the sector necessitates that older and younger workers be given extra relief.

4. The holidays mentioned under paragraph 3 will be calculated pro rata on entering and leaving employment during the holiday year and rounded up to half days.
5. The employee applies for holiday according to the arrangements made by the employer and communicated to the employee.
6. The employee is entitled to 15 consecutive working days' holiday. These days should be granted as much as possible during the period from 1 May to 30 September. If requested by the employee, continuous holidays start on Saturday and end on Sunday.
7. Holiday days, in line with the law, can only be granted at the employee's written request and then deducted from the holiday day balance.
8. a. When determining holidays, the employer must take into account the rest days to which the employee is entitled during the period he takes time off. These rest days should not qualify as holidays.

   b. The employer need not consider accrued compensatory rest days from the previously worked period in the same month when determining the holiday.

9. During the above periods, the employee is free to dispose of his time at his place of employment. For each consecutive day off, the above period is extended by 24 hours. Eight hours must be taken into account for the wage calculation of a day off other than a rest day. If the employee wishes to take half a day off, it must coincide with a half calendar day; this first half day of a calendar day ends no later than 1pm. A half-day off can be enjoyed only if less than 5 hours of work were performed on that day.

Article 27 **Employment days**

1. In addition to the holidays mentioned in Article 26, the employee will be granted five employment days. The allocation of these days must be communicated by the employer at least 4 days before the day in question.
2. Scheduled employment days will lapse on those days in case of illness.

Article 28 **Absence with pay**

Insofar as it is necessary within working hours, absence with pay will be allowed:

a. on the death of a partner or a child, foster child or stepchild of the employee living in the family, counting from the date of decease, provided the funeral is attended: 4 days
b. upon the employee's marriage: 2 days
c. on the death of one of his parents or parents-in-law or non-resident children, foster children, stepchildren, sons-in-law or daughters-in-law, provided the ceremony is attended: 2 days
d. on the marriage of a child, foster child or stepchild, brother or sister, brother-in-law or sister-in-law of the employee, provided the ceremony is attended: 1 day
e. on birth leave for partner: see the Statutory Regulation Additional Birth Leave (Introduction) Act
f. on the death of a brother, sister, brother-in-law, sister-in-law, one of the employee's mutual grandparents or a grandchild, provided the ceremony is attended: 1 day
g. on 25th or 40th anniversary of the employee's marriage: 1 day
h. on 25th, 40th, 50th or 60th wedding anniversary of the parents or parents-in-law 1 day
i. on 25th, 40th or 50th anniversary of service: 1 day
j. after termination of the employment by the employer to find a new employer, if the employee has been continuously employed by the employer for at least 6 weeks immediately preceding the date of termination: no more than 5 hours, whether consecutive or not
k. in fulfilment of a personal obligation imposed by the government, without monetary compensation: the time actually required up to a maximum of 12 hours
l. in the event of the employee getting married: half a day
m. for taking a professional examination: the time required for this purpose with a minimum of 1 day. Professional examination means: an examination designated as such by the employer
n. when it is necessary to visit a doctor during working hours, the employer must give the employee the opportunity to do so. The employee retains the right to wages during this time
o. on moving house, other than in the case of transfer, to those who run their own household: 2 days per calendar year.

p. insofar as it is necessary within working hours, absence with pay shall also be granted for performing work for a trade union to the following extent
The central management of the relevant trade union may request a maximum of 2 days of organisational leave for every 10 trade union members - rounded up to the nearest ten - to whom this agreement applies, for the benefit of those members it wishes to entrust with that work, per leave year. The calculation is made at country level. If business interests oppose this, the employer may refuse the leave. CLA parties will reimburse this leave in accordance with an annual amount to be agreed upon by CLA parties. Claims for this leave should be submitted to the secretariat of CLA parties no later than two months after the end of the calendar year. An organisational leave day is always 8 hours and should be processed as such on the timesheet. The employer can claim the hours paid to employee.

Article 29 **Absence without pay**

1. Absence without pay is allowed for exercising membership of a public governing body or performing a function as a volunteer serving the public community, such as, for example, the volunteer fire brigade and for refresher exercises of conscripts.
2.

Article 30 **Disability benefit**

1. a. Without prejudice to the provisions of Section 7:629 of the Dutch Civil Code (right to sick pay), the employee is entitled to 90% of his structural wage during his first year of illness from the start of incapacity for work and during the second year of illness the employee receives 80% of his structural wage. Structural wage means the following wage components:
   - Job wage
   - Allowance(s) averaged over three months preceding the first day of illness.
     For part-timers, in case of incapacity for work, the structural wage is calculated on the average number of hours worked during the 52 weeks preceding the date of reporting sick.
     The number of contractually agreed hours is taken as the lower limit.

b. In the event of incapacity for work, employees who have reached the pensionable age shall be subject to an obligation to continue to pay wages equal to the 90% percentage referred to in paragraph 1 of this article for 13 weeks, counting from the first day of illness. Once the law on working after the state pension age changes, this 13-week period will also be adjusted.

c. Pension accrual is calculated over 100% of the basic salary during incapacity for work.

2. The employee is obliged to comply with the regulations laid down by the employer regarding sick and betting time.

3. The employer is empowered to apply a waiting day for each sick day. If the incapacity has lasted longer than seven consecutive days, any waiting day applied will still be compensated.

4. The provisions of paragraph 1 of this article do not apply if and insofar as the employee can assert a claim for compensation for loss of income against one or more third parties in respect of his incapacity for work.
The employer has an independent right of action under Article 6:107 a (2) of the Dutch Civil Code against the liable causer of the injured employee's injury, which employee has become unfit for work as a result.

5. If saving hours cannot be taken due to illness by 30 April of the following calendar year and the employee is sick for more than three consecutive months, these hours can still be taken within six months from the date of recovery. After this date, hours will be paid.

Article 31 **Illness and accident abroad**

1. If the employee stays outside the Netherlands on account of work connected with the exercise of his profession and is affected by illness or accident there, he is entitled to compensation for:
   a. the cost of medical care he needs
   b. the cost of transport, insofar as such transport is necessary to receive medical care
   c. the necessary costs of accommodation and food until his state of health allows him to return to the Netherlands
   d. the necessary costs of transport to his place of residence or domicile in the Netherlands.
2. The entitlements referred to in paragraph 1 do not exist if the employee is entitled to:
   a. corresponding benefits under any national legislation or international agreement
   b. a benefit from an insurance contract applicable to the employee.
3. If the employee who is in the circumstances described in the opening words of paragraph 1 is in mortal danger, he may claim compensation for the benefit of his blood relatives in the first degree as well as his partner or cohabitant:
   a. the necessary costs of transport from their residence to his residence and back
   b. the necessary costs of shelter and food until the danger to life has passed.

CHAPTER 4: FINANCIAL COMPONENTS

Article 32 **Calculation of weekly wage, four-weekly wage and monthly wage (as per Annex 2)**

1. A weekly wage is 40 times the hourly wage.
2. A four-week wage is 160 times the hourly wage.
3. A monthly salary is 173.33 times the hourly wage.

Article 33 **Wage increases**

Actual wages, pay scales and allowances will be increased by 4% from 1 July 2025 and 4% from 1 January 2026.

Employees and temporary workers employed within the sector on 1 January 2025 will receive a gross one-off payment of €750 in proportion to the scope of the employment and in proportion to the duration of employment in the period from 1 January 2025 to 30 July 2026.

Additionally, the following applies to these one-off benefits:
- the benefit will be paid no later than in September 2025.
- for part-time employees, the starting point is that the benefit is calculated on the number of hours worked in the period from January to July 2025, using the agreed number of hours as the minimum starting point.
- the employer or temporary employment agency where the employee works on 1 July 2025 pays this single payment, including for the part where the employee was employed by a different employer in the sector in the period between 1 January 2025 and 30 June 2026.

Article 34 **The salary specification**

Each time the monthly/four-weekly wages are paid, a wage and hour statement will be provided to the employee, which must include, at least, the following components:

- wages
- overtime
- Irregular hours allowance
- interruption allowance
- days worked
- sick days
- hours worked
- balance of saving hours
- balance of annual hours
- the balance of holidays
- the balance of employment days
- the balance of compensation rest days
- compensation holiday credit
- expense allowances (Articles 39 and 40)
- communication fixed or flexible contract (Article 7:626 of the Dutch Civil Code). As well as the deduction due to:
- pension contribution
- Income tax and national insurance contributions

- social Insurance contributions
- WIA premium
- training and Regulation Fund contribution.

Article 35 **Remuneration and payment**

1. The wage tables are included as Annex 2 to this agreement. Upon commencement of employment, the employee shall be placed at least in the pay scale appropriate to his job on the increment corresponding to the number of years of experience the employee has accumulated in the same or similar job within the private bus transport industry.
2. Employees whose employment contracts are converted to part-time contracts with effect from 1-1-2017 will retain the number of years of experience to which they were entitled in 2016. After that, according to paragraph 3 of this article, they continue to accumulate their years of experience.
3. With effect from 1 January 2020, the first three steps of the 2019 salary table for driving personnel have lapsed. As a result, driving personnel should be reclassified. The basis is a linear supra-increment payment taking into account the agreed wage increase from 1 January 2020. A similar approach should be applied to re-employed driving personnel.
4. Increment increases take place annually on the date of entry into service. If employment commenced on the1st of the month or, if employment commenced on any other day of the month, on the 1st of the month following the date of commencement of employment.
5. The wage calculation is based on working time only.

6. For the category of non-driving, administrative and technical workers, the following applies additionally:
   a. If an employee, temporarily, but at least for the duration of 2 months, stands in for a higher-rated position, he receives an allowance per payment period with retroactive effect (from the moment the substitution started). This allowance is equal to the difference between the increment of the pay scale in which the employee is placed and the next increment from the pay scale of the replaced position where the remuneration is more than the current increment of the employee concerned.
   b. For workers below the age of 21, the following percentages of the legal minimum wage apply:

15 years	45%	18 years	70%
16 years	52.5%	19 years	80%
17 years	60%	20 years	90%

   c. Once the employee reaches the age of 21, he will be placed in the adult job wage scale at the lowest wage increment with retention of date of employment.

7. Wages must be available to the employee no later than the first day of the payment period following the payment period in which work was performed, subject to a maximum of 1 payment period later.

Article 36 **Compensation for overtime**

The hourly wage plus the percentage mentioned below shall be compensated for each overtime hour.
The overtime rate is:

1. for non-driving employees:

a. for overtime on working days 30%;
b. for overtime on Saturdays 50%;
c. for overtime on Sundays and generally recognised public holidays 100%.

2. for driving workers:
On all days 35%.

Paragraphs 1 and 2 exclude overtime hours caused by the employee's fault or actions

Article 37 Interruption allowance

1. The driving employee is entitled to an interruption allowance for all types of transport. The interruption allowance is €14.72 (€15.31 from 1 July 2025 and €15.92 from 1 January 2026).
2. An interruption (of service time) is defined as the time during which a driver has free access at the place of employment and therefore does not perform any work.
3. a. One interruption allowance will be granted per shift if the shift is interrupted for more than 1 hour and the total shift does not exceed 12 hours.

   b. Insofar as the total service time exceeds 12 hours and there is more than one break as referred to above, a maximum of two interruption allowances will be granted per shift.

   c. The interruption allowance is not payable if there is consecutive- activities at a company that is part of the same holding company.

4. The interruption allowance may be reduced to €9.32 (€9.69 from 1 July 2025 and €10.08 from 1 January 2026) if the employee takes the bus home voluntarily if the journey ends at or near where the employee lives and if the journey following the interruption also starts at this place.
5. The allowance referred to in paragraphs 1 and 4 will not be granted if the interruption lasts 8 hours or more.

Article 38 Irregular hours allowance

1. **Technical and non-driving workers:**
   a. For working hours Monday to Friday between 8.00pm and 6.00am, an irregular hours allowance of €1.67 (€1.74 from 1 July 2025 and €1.81 from 1 January 2026) per hour is granted.

b. For working hours on Saturdays, Sundays and public holidays between 00:00 and 24:00, an irregular hours allowance shall be granted in the amount of €2.48 (€2.58 from 1 July 2025 and €2.68 from 1 January 2026) per hour.

c. The planner or mechanic will receive an on-call allowance of at least €5.54 (€5.76 from 1 July 2025 and €5.99 from 1 January 2026) per day unless already provided for in other ways.

2. **Driving employees charged with carrying out (multi- and one-day) coach transport, occasional transport and shuttle transport are entitled to the following irregular hours allowance:**
   a. For work on Saturdays €3.71 (€3.86 from 1 July 2025 and €4.01 from 1 January 2026) per hour.
   b. For work on Sundays and public holidays €5.58 (€5.80 from 1 July 2025 and €6.04 from 1 January 2026) per hour.
   c. For work during night hours on weekdays (00:00 - 06:00) of €3.71 (€3.86 from 1 July 2025 and €4.01 from 1 January 2026) per hour.
3. **Driving employees in charge of performing group transport are entitled to an irregular hours allowance of:**
   a. For working hours Monday to Friday, lying between 20:00 and 06:00 €3.09 (€3.21 from 1 July 2025 and €3.34 from 1 January 2026) per hour.
   b. For working hours on Saturdays, Sundays and public holidays, lying between 00:00 and 24:00, €4.65 (€4.84 from 1 July 2025 and €5.03 from 1 January 2026) per hour.

Article 39 Entitlement to Meal Allowances

1. **General**
   a. Claims will be reimbursed only if a fiscally acceptable cash register receipt is submitted. A fiscally acceptable receipt will at least state:
      (1) name of the supplier (printed, or via a company stamp)
      (2) date
      (3) description of the consumed products
      (4) amount
      Drivers are themselves responsible for the accuracy of receipts
   b. Alcoholic beverages will not be reimbursed.
   c. No meal will be reimbursed if the meal has been provided by other means.
   d. Meals should always comply with the ‘pyramid of five’ guidelines.
2. **For work carried out within a 24-hour period, additional conditions apply:**
   a. The first meal will not be reimbursed if it falls within the first 4 hours of starting and shift.
   b. No meal allowance will be provided if service time falls entirely between 7.30am and 7pm.
   c. For a service time of 11 hours or more, insofar as not entirely between the times mentioned under b, the meal allowance shall not exceed €22.50, or €22.95 from 1 January 2026. For hours of service of 14 hours or more, the meal allowance shall not exceed €36, or €36.72 from 1 January 2026.
   d. If there is a consecutive break in service of at least 120 minutes at the service station, the allowances mentioned here are not payable.
3. **Meals multi-day trips**
   Supplementary to paragraphs 1 and 2 applies to multi-day trips:

a. Per meal, the amount of the submitted voucher or vouchers will be reimbursed, up to the maximum amounts below:

Country	Dinner	Lunch	Breakfast
Belgium/Luxembourg	€22.50	€13.50	€10.00
Germany	€22.50	€13.50	€10.00
Austria	€22.50	€13.50	€10.00
France	€28.00	€17.50	€10.00
Great Britain	€28.00	€17.50	€10.00
Italy	€24.00	€16.50	€10.00
Switzerland	€28.50	€17.50	€10.00
Scandinavia	€24.00	€16.50	€10.00
Spain	€22.50	€13.50	€10.00
Greece	€22.50	€13.05	€10.00
Croatia/Slovenia	€22.50	€13.50	€10.00
Poland/Russia	€19.50	€12.50	€10.00
Czech Republic/Slovakia	€22.50	€13.50	€10.00

The following amounts will apply from 1 January 2026:

Country	Dinner	Lunch	Breakfast
Belgium/Luxembourg	€22.95	€13.77	€10.20
Germany	€22.95	€13.77	€10.20
Austria	€22.95	€13.77	€10.20
France	€28.56	€17.85	€10.20
Great Britain	€28.56	€17.85	€10.20
Italy	€24.48	€16.83	€10.20
Switzerland	€29.07	€17.85	€10.20
Scandinavia	€24.48	€16.83	€10.20
Spain	€22.95	€13.77	€10.20
Greece	€22.95	€13.77	€10.20
Croatia/Slovenia	€22.95	€13.77	€10.20
Poland/Russia	€19.89	€12.75	€10.20
Czech Republic/Slovakia	€22.95	€13.77	€10.20

If necessary, these amounts will be adjusted annually.

b. For countries not listed, the following maximum amounts apply:
   1. Dinner €22.50, or €22.95 from 1 January 2026, per day
   2. Lunch €13.50, or €13.77 from 1 January 2026, per day
   3. Breakfast €10, or €10.20 from 1 January 2026, per day.

Article 40 **Multi-day travel allowances**

a. On multi-day trips, the driver who carries out transport of persons without a tour guide is entitled to:
   1. a net allowance of €7.75 (€10.20 from 1 January 2026)
   2. a gross allowance of €5.25 (€25.25 from 1 January 2026).
b. For multi-day trips conducted with the tour leader, the driver is entitled to a net allowance of €5.73 (€7.54 from 1 January 2026) per day for other business expenses. **Key additions:**
   1. If a driver IS required to act as driver/tour guide because, for example, a non-expert passenger or teacher has been appointed as tour guide, the driver should receive the tour guide supplement referred to above.

2. If the situation mentioned in 1 above occurs unexpectedly, the driver should call his supervisor to secure his allowance or allow the client to resolve it.

The driver's duties include:
- Everything to do with the coach, from making sure it has enough fuel to keeping the interior and exterior clean during the trip
- Preparing (possibly in consultation with the tour guide) the route (route knowledge)
- Managing to reach hotels and sights
- Communicating departure times if necessary
- Helping passengers board and disembark
- Attending to passengers' luggage.

c. On multi-day trips where the coach is staffed with two drivers, each driver is entitled to a net allowance of €7.16 (€9.42 from 1 January 2026) per day for other business expenses.

d. Regarding shuttle and international scheduled services, the driver is entitled to a net allowance of €5.73 (€7.54 from 1 January 2026) per shift for other business expenses.

e. For three-day city trips, other business expenses on the second day are set at a net allowance of €7.75 (€10.20 from 1 January 2026) plus a gross allowance of €16.50 (€36.50 from 1 January 2026). And for days one and three, the allowances mentioned in paragraphs a and b apply.

f. There is no entitlement to the allowance if the employer's tour operator, organiser or client demonstrably provides the employee with at least the amounts referred to in Article 40(a) to (e). If the amount is lower, the employer must supplement it up to the amount specified in Article 40(a) to (e).

g. If, on the first and last day of a multi-day trip, only (driving) activities are performed without transporting persons, no allowance of other professional expenses as referred to in Article 40(a), (b), (c) or (e) shall be due for that calendar day.

Article 41 **Compensation in the event of training**

1. For all employees, the cost of all mandatory and/or work-related training, including that relating to Code 95, is borne by the employer.
2. The implementation of the training time will be agreed between the employer and employee, with a minimum of 1 day (8 hours) per year within the 5-year period.
3. In addition to the time involved in training, any travel time to and from the course location will also be charged to the employer as working time. Travel and accommodation expenses will also be reimbursed to the employee. A mileage allowance will be reimbursed according to current tax standards if the employee travels by private transport.
4. The employer will provide a meal if the training institute does not provide it.
5. If the employee voluntarily leaves the company within two years of completing a course or training that was not necessary or not mandatory, he must repay the cost of the course or training of €1,000 and above, excluding subsidy. For each month that the employee is no longer employed, he must repay 1/24 of the cost (excluding subsidy).

Article 42 **Commuting allowance**

1. With effect from 1 July 2025, a commuting allowance for own transport is granted according to the standards applicable for tax purposes (2025: €0.23 per km, calculated over the usual route) for each service from 10 to 45 km, subject to the following conditions:

- The distance (single trip) between the home and the work location is at least 10 km.
- The allowance is granted for a maximum of 35 km (single trip). For a return trip, double the number of kilometres is applied, resulting in a maximum amount of €16.10 (2025: €0.23 per km).
- The allowance will only be granted if the employee has actually travelled this distance.
- The commuting allowance will be granted once a day at maximum. An exception to this applies in the event of an interruption as referred to in Article 43(3)(a).

Article 43 **Travel allowance**

1. An employee who is on service away from the place of employment will be reimbursed for travel expenses according to the standards applicable for tax purposes if he is unable to travel by transport provided by the employer.

2. If the company relocates or employees are transferred, additional commuting costs will be reimbursed for two years according to the applicable tax standards.

3a. The employee in charge of performing group transport whose shift is interrupted for more than 3 hours and sent home shall be entitled to reimbursement of commuting expenses during the period of interruption, according to the tax standards in force.

b. If the employee can use a company car or service bus for commuting, the allowance mentioned in paragraph 3 under a will not be provided.

4. If, as a result of government measures (such as toll gates, road pricing and the like) related to reducing car use in commuting, an employee incurs additional costs compared to the situation before the introduction of the scheme, the employer will compensate the additional costs within the tax possibilities of untaxed allowances.

Article 44 **Holiday allowance**

1. Per calendar year, subject to the provisions of paragraph 3, the employee is entitled to a holiday allowance of 8% of the annual salary.
2. Holiday pay should be paid no later than 31 May of the calendar year. The wage amounts as of 1 April each year will serve as the basis of calculation.
3. The employee with a fixed-term employment contract is entitled to 1/12 of the holiday allowance mentioned in paragraph 1 for the continuous periods of one month during which this agreement applies to him. This holiday allowance should be paid no later than the end of employment.
4. Annual salary in this article means 12x monthly salary, or 13x four-weekly salary and diploma supplements.
5. At the express written request of the employee, holiday allowance may be paid in two instalments, i.e.: in May and December of the relevant calendar year. The salary amounts as of April of the year form the basis of calculation.

CHAPTER 5: MISC. Other

Article 45 **Job classification non-driving, technical and administrative employees**

Job classification	Job title
I	Jobs that are of a lower level than Job Group II in terms of activities.

II	Vehicle washer A / Cleaner
III	Sheet-metal worker A Sprayer A Engineer mechanical A Engineer electrical A Vehicle washer B Bus conductor A Employee Service Desk A
IV	Warehouse assistant Sprayer B Engineer mechanical B Engineer electrical B Bus conductor B Employee Service Desk B Administrative assistant A
V	Commercial Assistant A Sheet metal worker B Sprayer C Engineer mechanical C Engineer electrical A Personnel officer A Administrative assistant B
VI	Commercial Assistant B Sheet-metal worker C Engineer mechanical D Engineer electrical B Personnel officer B Planner A Administrative assistant C
VII	Commercial Assistant C Personnel officer C Planner B
VIII	Commercial Assistant D Planner C Personnel officer D Head of Administration Head of Garage

For all job descriptions, please refer to Annex 3.

Article 46 **Exemption on social/societal or medical grounds**

1. **Request for exemption**

Employees claiming a medical or social indication will be exempted from commuting or working in the night window between 2am and 6am. A certified physician will certify this indication.

2. **Compensation for irregular hours allowance**

The employee shall be entitled to compensation irregular hours allowance if the use of the scheme referred to under paragraph 1 results in lower earnings from irregular hours allowance for the employee concerned on an annual basis compared to the irregular hours allowance for the year immediately preceding that in which this scheme is used.

3. **Calculation of compensation for irregular hours allowance**

The compensation irregular hours allowance is expressed as a fixed amount per payment period. This amount is calculated by dividing the total earnings from irregular hours allowance for the reference year (which is the calendar year immediately preceding the year in which the employee makes use of the above scheme) by the number of payment periods (4 weeks or monthly periods) during which income from work is enjoyed in the same year. The allowance is paid per payment period and follows the indexation procedure.

4. **Part-timer and compensatory irregular hours allowance**

If the employee using this scheme contractually agrees a lower number of working hours with his employer compared to the reference year, the compensatory irregular hours allowance should be adjusted proportionally to the lower number of working hours.

Article 47 **Foreign employees**

In accordance with the provisions of Article 1(6) and the Employment Conditions (Posted Workers in the European Union) Act, the provisions of this CLA with regard to:
a. maximum working hours and minimum rest periods;
b. the minimum number of holidays, during which the employer is obliged to continue paying wages, and additional holiday-related allowances;
c. the minimum wage, which in any case should include:
1. the applicable periodic wage in the wage scale;
2. the applicable reduction in working hours per week/month/year/period;
3. allowances for overtime, shifted hours, irregular hours, including the public holiday allowance and shift allowance;
4. interim wage increases;
5. expenses allowance: travel expenses and travel time reimbursement, board and lodging expenses and other expenses necessary in performing the work;
6. increments;
7. year-end bonuses;
8. additional holiday-related reimbursements;
and which should in any case not include: any entitlement to supplementary company pension schemes, social insurance provisions over and above the statutory entitlement and reimbursement exceeding the wage for travel, accommodation and food expenses incurred in connection with the secondment;
d. conditions for making employees available;
e. health, safety and hygiene at work;
f. protective measures relating to the terms of employment and working conditions of children, young people and pregnant people or people who have recently given birth;
g. equal treatment of men and women, as well as other provisions relating to non-discrimination;

that have been declared binding also apply to posted workers who are temporarily working in the Netherlands and whose employment contracts are governed by a law other than Dutch law (see also Annex 12). In this context, posted workers include any employees who work in the Netherlands for a specific period of time, who do not usually work in the Netherlands.

If the secondment lasts for more than 12 months, the service provider will guarantee all provisions that have been declared binding in this applicable CLA, with the exception of provisions relating to procedures, formalities and conditions for concluding and terminating the employment contract and regarding supplementary company pension schemes, for all posted workers starting from the thirteenth month.

This period of 12 months will be extended to 18 months if the service provider submits a reasoned notification to the Minister of Social Affairs, within the final 3 months of the period of the secondment lasting up to 12 months, explaining that the initially stated suspected duration of the work will be exceeded and will instead last up to 18 months. If the secondment is then extended again to last more than 18 months, the service provider will guarantee the terms of employment and labour conditions referred to in the previous paragraph from the nineteenth month.

Article 48 **Trade union**

1. The employer must ensure that the interests of an executive of the employees' organisation are not harmed by his trade union work. An executive member holds an administrative or representative position for the employees' organisation of which he is a member and has been notified as such in writing to the employer by that organisation.
2. At the employee's request, the employer will provide administrative cooperation to set off in the December salary production; when the salary is paid, the union contribution paid by the employee in a tax-friendly manner. The employee should make the request accompanied by a written membership certificate to the employer by 15 November each year for this purpose.

Article 49 **Undesirable behaviour**

The employee is entitled to a working environment that eliminates undesirable behaviour. CLA parties for private bus transport have drawn up regulations on undesirable behaviour. They are included as Annex 6 of this CLA. Employers are expected to actively combat undesirable behaviour.

Article 50 **Fonds Scholing en Ordening Fonds voor het Besloten Busvervoer (FSO) foundation**

1. Compliance with CLA I

I

1. The Training and Regulation Fund for the Private Bus Transport Industry (FSO) has been established to promote a good social and economic climate in the industry.
2. The Foundation referred to under 1 shall be responsible for ensuring that the provisions of the Collective Labour Agreement for Private Bus Transport and the Collective Labour Agreement Fund for Training and Organisation for Private Bus Transport are complied with in full and is authorised by the parties to this Collective Labour Agreement to do all that may be useful and necessary to that end.
3. Where this CLA refers to the authority of the FSO to make decisions, the relevant rulings will be communicated in writing to those affected.
4. FSO's powers include, in particular, requesting data regarding the employer's compliance with the Collective Labour Agreement for Private Bus Transport. The employer is obliged to provide the data requested by the FSO within the time limit set by the FSO. If the employer, after being summoned to do so by FSO, remains in default or if it emerges from the information provided that the Collective Labour Agreement for Private Bus Transport is not being (fully) complied with and/or if the employer persists in his non-compliance with the Collective Labour Agreement for Private Bus Transport with regard to the points specified by FSO in its summons, FSO is authorised, on behalf of the parties to the Collective Labour

Agreement, to take judicial and extrajudicial action to obtain measures against the employer, including claiming compensation for the damages suffered by FSO or the parties.

II

1. The parties to this collective agreement transfer their authority to bring claims as referred to in Section 15 of the Collective Bargaining Agreement Act and Section 3(4) of the Act on Declaring Provisions of Collective Bargaining Agreements Universally Binding and Unbinding to the FSO with due observance of the provisions of Subsection III to the extent that these are claims in respect of damages suffered by themselves. 2. If, after a notice of default by or on behalf of the FSO, an employer continues for at least 14 days to fail to provide the information requested by the FSO concerning how he complies with the CLA for Private Bus Transport or provides incorrect information, he is obliged by that mere fact to pay the FSO a fixed amount of compensation. The FSO may decide to waive all or part of the collection of this compensation if exceptional circumstances warrant it.
3. If, after notice of default by or on behalf of the FSO, an employer persists for at least 14 days in failing to comply with the Collective Labour Agreement for Private Bus Transport on the points set out in the notice of default, he is obliged - without prejudice to the provisions of paragraph 2 - to pay to the FSO a sum of compensation to be determined by this Foundation. In determining the compensation, at least the nature, extent and duration of the non-compliance, as well as the wage bill of the undertaking of the employer concerned, shall be taken into account. In addition, the extent to which that employer still fulfils overdue obligations towards its employees or provides security for proper compliance with the Collective Labour Agreement for Private Bus Transport may be considered.
4. In applying paragraphs 2 and 3 - including the determination of compensation - the FSO shall act in accordance with the provisions of sub IV of this article.
5. The amounts obtained by the FSO from the application of paragraphs 2 and 3 shall be added to the FSO's cash resources.

III

1. The power to determine a compensation action (as referred to in the AVV Act and the Collective Bargaining Agreement Act) is in principle delegated to the FSO.
2. It shall notify the parties before the FSO sends a notice of default to a particular employer regarding non-compliance with material Collective Barrier Transport Agreement provisions.
3. Either party may separately give notice within 14 days that it wishes to exercise the right to claim compensation for the employer in question itself, thereby voiding the delegation referred to in II paragraph 1 with respect to relevant claim before the FSO has already initiated the action.
4. If the parties do not respond within 14 days, the FSO still has the power to initiate the action without the parties still being able to intervene.
5. If one or more of the parties decide to bring an action independently, they should notify the FSO that an action is being brought in respect of the relevant employer, which will remove the delegation referred to in II paragraph 1 in respect of the relevant claim.
6. The FSO need not give prior notice to the parties regarding the intention to issue a notice of default with respect to the employer's obligation to provide information. The notification referred to under paragraph 2, thus expressly refers to a claim for compliance with the material Collective Labour Agreement (CLA) Bus and Coach Transport provisions.

IV

1. The fixed compensation for damages (S) mentioned in sub II (2) shall be calculated as follows:
   S = A x W x €1.00 in which
   A = the last annual FSO premium payment determined for the employer concerned (employer and employee parts), or failing that 1.15% of the annual wage bill in the enterprise, or failing that a lump sum to be determined by the FSO, based on an

estimate of the FSO fund premium payment last presupposed for the employer concerned, provided that A will be at least € 113.45.

W = is the number of weeks the employer is in default.

2. The compensation referred to in sub-II paragraph 3 shall be calculated as set out in paragraph 1 above. The FSO may decide to adjust the compensation based on the factors referred to in subsection II(3) at the discretion of the FSO.
3. The compensation shall cover the costs incurred by FSO and the funds obtained in this regard shall be added to FSO's cash resources to cover the costs to be incurred by FSO as a result of its supervisory role with regard to how the Collective Labour Agreement for Private Bus Transport is being complied with.
4. FSO is not required to prove that it has suffered the damages to the extent claimed by it.

V

In all FSO compensation actions, the grounds and duration of the measures imposed shall be disclosed in writing.

2. Monitoring compliance with the collective agreement and keeping proper records

The employer is required to keep proper records to enable the FSO Foundation to monitor compliance with the CLA. Proper records shall include at least:

- the wage specifications mentioned in Article 34
- proofs of payment of salaries paid
- working time records as described in Article 18
- leave and employment days administration as described in Article 26(7) and Article 27
- trip orders and tachograph data.

At the request of the FSO Foundation, this data should be made available for an investigation under this article. These data should be provided - within the deadline set by the FSO Foundation for this purpose, which will be at least four weeks.

Article 53 **Dispensation**

The parties to this CLA may grant an employer who so requests dispensation from one or more provisions of this CLA or the entire CLA if:

a. the situation is (temporarily) so different from what is customary in the industry that an employer cannot reasonably be required to apply the collective agreement (provisions) in full, or
b. the employer (or group of employers) who is party to another legally valid collective labour agreement and believes that application of (provisions of) the Collective Labour Agreement for Private Bus Transport cannot reasonably be required of the employer (or group of employers) due to compelling arguments. Compelling arguments are particularly at issue when the specific business characteristics of the employer (or group of employers) differ in essential respects from the companies covered by the collective agreement. The CLA for which dispensation is sought should be at least equivalent to the CLA for Closed Bus Transport.

The conditions attached to a dispensation request are set out in annex 10 of this CLA.

Article 56 **Entitlements from previous collective agreements**

Where previous collective agreements rights can be derived to a diploma allowance, they will be maintained.

Article 57 **Disputes**

1. The parties may submit disputes concerning the interpretation and application of this collective labour agreement to it and by employers and employees to whose employment this collective labour agreement applies to the Disputes Committee Collective Labour Agreement (CAO Besloten Busvervoer).
2. The Regulations for the Disputes Committee CLA Private Bus Transport (included as Appendix 9 to this CLA) shall apply to handling a dispute as referred to in paragraph 1.

ANNEX 2 Wage tables

Preliminary comment:
The following applies to all hourly wages included in this annex: **employees will be paid at least the statutory minimum hourly wage.**

wage table for driving personnel as at 1 July 2025						
		month	hourly wage	overtime pay	4-week wage	weekly wage
0		€ 2.898,77	€ 16,72	€ 22,57	€ 2.675,20	€ 668,80
1		€ 2.999,67	€ 17,31	€ 23,37	€ 2.769,60	€ 692,40
2		€ 3.098,89	€ 17,88	€ 24,14	€ 2.860,80	€ 715,20
3		€ 3.122,26	€ 18,01	€ 24,31	€ 2.881,60	€ 720,40
4		€ 3.145,63	€ 18,15	€ 24,50	€ 2.904,00	€ 726,00
5		€ 3.168,58	€ 18,28	€ 24,68	€ 2.924,80	€ 731,20
6		€ 3.191,55	€ 18,41	€ 24,85	€ 2.945,60	€ 736,40
7		€ 3.240,76	€ 18,70	€ 25,25	€ 2.992,00	€ 748,00
8		€ 3.289,95	€ 18,98	€ 25,62	€ 3.036,80	€ 759,20
9		€ 3.339,17	€ 19,26	€ 26,00	€ 3.081,60	€ 770,40
10		€ 3.388,39	€ 19,55	€ 26,39	€ 3.128,00	€ 782,00
11		€ 3.439,23	€ 19,84	€ 26,78	€ 3.174,40	€ 793,60
12		€ 3.490,79	€ 20,14	€ 27,19	€ 3.222,40	€ 805,60
wage table for driving personnel as at 1 January 2026						
		month	hourly wage	overtime pay	4-week wage	weekly wage
0		€ 3.014,72	€ 17,39	€ 23,48	€ 2.782,40	€ 695,60
1		€ 3.119,66	€ 18,00	€ 24,30	€ 2.880,00	€ 720,00
2		€ 3.222,85	€ 18,59	€ 25,10	€ 2.974,40	€ 743,60
3		€ 3.247,15	€ 18,73	€ 25,29	€ 2.996,80	€ 749,20
4		€ 3.271,46	€ 18,87	€ 25,47	€ 3.019,20	€ 754,80
5		€ 3.295,32	€ 19,01	€ 25,66	€ 3.041,60	€ 760,40
6		€ 3.319,21	€ 19,15	€ 25,85	€ 3.064,00	€ 766,00
7		€ 3.370,39	€ 19,44	€ 26,24	€ 3.110,40	€ 777,60
8		€ 3.421,55	€ 19,74	€ 26,65	€ 3.158,40	€ 789,60
9		€ 3.472,74	€ 20,04	€ 27,05	€ 3.206,40	€ 801,60
10		€ 3.523,93	€ 20,33	€ 27,45	€ 3.252,80	€ 813,20
11		€ 3.576,80	€ 20,64	€ 27,86	€ 3.302,40	€ 825,60
12		€ 3.630,42	€ 20,95	€ 28,28	€ 3.352,00	€ 838,00

Wage table for non-driving personnel as at 1 July 2025								
	I	II	III	IV	V	VI	VII	VIII
0	€ 2.505,60	€ 2.505,60	€ 2.505,60	€ 2.505,60	€ 2.612,65	€ 2.737,24	€ 2.861,08	€ 3.237,48
	€ 14,40	€ 14,40	€ 14,40	€ 14,40	€ 15,07	€ 15,79	€ 16,51	€ 18,68
1	€ 2.505,60	€ 2.505,60	€ 2.505,60	€ 2.565,07	€ 2.686,40	€ 2.811,89	€ 2.961,12	€ 3.337,51
	€ 14,40	€ 14,40	€ 14,40	€ 14,80	€ 15,50	€ 16,22	€ 17,08	€ 19,26
2	€ 2.505,60	€ 2.505,60	€ 2.515,03	€ 2.638,84	€ 2.760,21	€ 2.888,13	€ 3.062,81	€ 3.439,23
	€ 14,40	€ 14,40	€ 14,51	€ 15,22	€ 15,92	€ 16,66	€ 17,67	€ 19,84
3	€ 2.505,60	€ 2.505,60	€ 2.588,04	€ 2.712,66	€ 2.837,30	€ 2.961,12	€ 3.160,39	€ 3.539,22
	€ 14,40	€ 14,40	€ 14,93	€ 15,65	€ 16,37	€ 17,08	€ 18,23	€ 20,42
4	€ 2.505,60	€ 2.541,26	€ 2.660,20	€ 2.785,63	€ 2.911,92	€ 3.036,57	€ 3.262,10	€ 3.641,77
	€ 14,40	€ 14,66	€ 15,35	€ 16,07	€ 16,80	€ 17,52	€ 18,82	€ 21,01
5		€ 2.612,65	€ 2.737,24	€ 2.861,08	€ 2.984,90	€ 3.112,01	€ 3.363,77	€ 3.741,77
		€ 15,07	€ 15,79	€ 16,51	€ 17,22	€ 17,95	€ 19,41	€ 21,59

Wage table for non-driving personnel as at 1 January 2026								
	I	II	III	IV	V	VI	VII	VIII
0	€ 2.505,60	€ 2.505,60	€ 2.505,60	€ 2.586,65	€ 2.717,16	€ 2.846,73	€ 2.975,52	€ 3.366,98
	€ 14,40	€ 14,40	€ 14,40	€ 14,92	€ 15,68	€ 16,42	€ 17,17	€ 19,43
1	€ 2.505,60	€ 2.505,60	€ 2.539,71	€ 2.667,67	€ 2.793,86	€ 2.924,37	€ 3.079,56	€ 3.471,01
	€ 14,40	€ 14,40	€ 14,65	€ 15,39	€ 16,12	€ 16,87	€ 17,77	€ 20,03
2	€ 2.505,60	€ 2.505,60	€ 2.615,63	€ 2.744,39	€ 2.870,62	€ 3.003,66	€ 3.185,32	€ 3.576,80
	€ 14,40	€ 14,40	€ 15,09	€ 15,83	€ 16,56	€ 17,33	€ 18,38	€ 20,64
3	€ 2.505,60	€ 2.561,88	€ 2.691,56	€ 2.821,17	€ 2.950,79	€ 3.079,56	€ 3.286,81	€ 3.680,79
	€ 14,40	€ 14,78	€ 15,53	€ 16,28	€ 17,02	€ 17,77	€ 18,96	€ 21,24
4	€ 2.512,44	€ 2.642,91	€ 2.766,61	€ 2.897,06	€ 3.028,40	€ 3.158,03	€ 3.392,58	€ 3.787,44
	€ 14,50	€ 15,25	€ 15,96	€ 16,71	€ 17,47	€ 18,22	€ 19,57	€ 21,85
5		€ 2.717,16	€ 2.846,73	€ 2.975,52	€ 3.104,30	€ 3.236,49	€ 3.498,32	€ 3.891,44
		€ 15,68	€ 16,42	€ 17,17	€ 17,91	€ 18,67	€ 20,18	€ 22,45

Wage table for driving personnel, all-in reward for part-time employment up to 5 hours per week as of 1 July 2025

		≤ 20 years		21 to 49 years		50 to 54 years		55 to 59 years		≥ 60 years	
step	hourly wage	12.50% le		12.02% le		12.50% le		13.48% le		13.97% le	
		8% ha	all-in	8% ha	all-in	8% ha	all-in	8% ha	all-in	8% ha	all-in
0	€16,72	€2,09	€20,31	€2,01	€20,23	€2,09	€20,31	€2,25	€20,49	€2,34	€20,58
		€1,50		€1,50		€1,50		€1,52		€1,52	
1	€17,31			€2,08	€20,94	€2,16	€21,03	€2,33	€21,21	€2,42	€21,31
				€1,55		€1,56		€1,57		€1,58	
2	€17,88			€2,15	€21,63	€2,24	€21,72	€2,41	€21,91	€2,50	€22,01
				€1,60		€1,61		€1,62		€1,63	
3	€18,01			€2,16	€21,79	€2,25	€21,88	€2,43	€22,07	€2,52	€22,17
				€1,61		€1,62		€1,64		€1,64	
4	€18,15			€2,18	€21,96	€2,27	€22,05	€2,45	€22,24	€2,54	€22,34
				€1,63		€1,63		€1,65		€1,65	
5	€18,28			€2,20	€22,12	€2,29	€22,21	€2,46	€22,40	€2,55	€22,50
				€1,64		€1,65		€1,66		€1,67	
6	€18,41			€2,21	€22,27	€2,30	€22,37	€2,48	€22,56	€2,57	€22,66
				€1,65		€1,66		€1,67		€1,68	
7	€18,70			€2,25	€22,62	€2,34	€22,72	€2,52	€22,92	€2,61	€23,02
				€1,68		€1,68		€1,70		€1,70	
8	€18,98			€2,28	€22,96	€2,37	€23,06	€2,56	€23,26	€2,65	€23,36
				€1,70		€1,71		€1,72		€1,73	
9	€19,26			€2,32	€23,30	€2,41	€23,40	€2,60	€23,60	€2,69	€23,71
				€1,73		€1,73		€1,75		€1,76	
10	€19,55			€2,35	€23,65	€2,44	€23,75	€2,64	€23,96	€2,73	€24,06
				€1,75		€1,76		€1,77		€1,78	
11	€19,84			€2,38	€24,00	€2,48	€24,11	€2,67	€24,32	€2,77	€24,42
				€1,78		€1,79		€1,80		€1,81	
12	€20,14			€2,42	€24,37	€2,52	€24,47	€2,71	€24,68	€2,81	€24,79
				€1,80		€1,81		€1,83		€1,84	

Wage table for driving personnel, all-in reward for part-time employment up to 5 hours per week as of 1 January 2026

		≤ 20 years		21 to 49 years		50 to 54 years		55 to 59 years		≥ 60 years	
step	hourly wage	12.50% le		12.02% le		12.50% le		13.48% le		13.91% le	
		8% ha	all-in	8% ha	all-in	8% ha	all-in	8% ha	all-in	8% ha	all-in
0	€17,39	€2,17	€21,13	€2,09	€21,04	€2,17	€21,13	€2,34	€21,31	€2,43	€21,40
		€1,57		€1,56		€1,57		€1,58		€1,59	
1	€18,00			€2,16	€21,78	€2,25	€21,87	€2,43	€22,06	€2,51	€22,16
				€1,61		€1,62		€1,63		€1,64	
2	€18,59			€2,23	€22,49	€2,32	€22,59	€2,51	€22,78	€2,60	€22,88
				€1,67		€1,67		€1,69		€1,69	
3	€18,73			€2,25	€22,66	€2,34	€22,76	€2,52	€22,96	€2,62	€23,05
				€1,68		€1,69		€1,70		€1,71	
4	€18,87			€2,27	€22,83	€2,36	€22,93	€2,54	€23,13	€2,64	€23,23
				€1,69		€1,70		€1,71		€1,72	
5	€19,01			€2,29	€23,00	€2,38	€23,10	€2,56	€23,30	€2,66	€23,40
				€1,70		€1,71		€1,73		€1,73	
6	€19,15			€2,30	€23,17	€2,39	€23,27	€2,58	€23,47	€2,68	€23,57
				€1,72		€1,72		€1,74		€1,75	
7	€19,44			€2,34	€23,52	€2,43	€23,62	€2,62	€23,83	€2,72	€23,93
				€1,74		€1,75		€1,76		€1,77	
8	€19,74			€2,37	€23,88	€2,47	€23,98	€2,66	€24,19	€2,76	€24,30
				€1,77		€1,78		€1,79		€1,80	
9	€20,04			€2,41	€24,24	€2,51	€24,35	€2,70	€24,56	€2,80	€24,67
				€1,80		€1,80		€1,82		€1,83	
10	€20,33			€2,44	€24,60	€2,54	€24,70	€2,74	€24,92	€2,84	€25,02
				€1,82		€1,83		€1,85		€1,85	
11	€20,64			€2,48	€24,97	€2,58	€25,08	€2,78	€25,30	€2,88	€25,41
				€1,85		€1,86		€1,87		€1,88	
12	€20,95			€2,52	€25,35	€2,62	€25,45	€2,82	€25,68	€2,93	€25,79
				€1,88		€1,89		€1,90		€1,91	

APPENDIX 3 Procedure job classification/job descriptions

Job descriptions for non-driving, technical and administrative employees.
This is an elaboration of Article 45.

Job classification manual

- General:
- Job classification procedure; - Entry level jobs
- Problems, questions.

General

AWVN conducted a job survey in the industry on behalf of CLA parties Private Bus Transport. This study aimed to compile a sample job classification manual. Using this, employers can classify jobs within their company into a salary range. To compile this sample job classification manual, 13 common or industry-specific jobs were examined in a number of companies. Most of these jobs can be performed at different levels. It was therefore decided to lay down the jobs in ascending job levels (concisely) in matrices. Their job level was then determined using the ORBA method of which AWVN is the system owner.

Based on the job level, jobs have been classified into job categories (salary groups) (group I to VIII).

Job classification procedure
preliminary remarks:

- A job is defined as: "the set of activities/responsibilities performed by one person".
- Job titles are not in themselves indicative of the level of jobs. What determines the level is the content of a job and not the title assigned to it.
- When grading jobs in the CLA salary scales, it is about the content of the job. How the job holder performs the job does not play a role in the grading of the job (so job grading is not an assessment system).
- In case there is a combination of jobs (or parts thereof) within a company, their totality should be compared with one or more suitable sample jobs. If this is not possible, it is best to apply the rule of thumb that the most demanding components within a job determine the level. Pay attention to whether the most demanding part of the job is fully performed.
- In many cases, the jobs to be scaled will not literally match any of the examples, sometimes even more than one example job and sometimes perhaps none at all.
- The procedure to be followed is as follows:
    1. Make an inventory of the positions in the company that can be scaled up. Scale as many functions as possible simultaneously.
    2. Summarise the tasks that can be distinguished in each position as concisely as possible. In particular, assume responsibilities and competences for each task.
    3. Through critical reading, try to find as many job images corresponding to the jobs to be scaled as possible.
    4. Make a distinction between jobs that are easy to scale (i.e. jobs that, as a whole, are easily comparable to a model job) and jobs that are difficult to scale (i.e. jobs that, as a whole, are easily comparable to more than one or, on the contrary, to no one model job, or are comparable to a model job only in parts).
    5. First, classify the easily scaled jobs. Next, classify the jobs that are difficult to scale; for these jobs, try to find the "core task", i.e. the task for which the job was created. Assume that this task is normative and level-defining.
    6. Compare the jobs to be scaled (in totality or in characteristic parts) with the example jobs sought.
    7. Determine whether the job to be scaled is equal in level to, or lower or higher than, the sample job with which it was compared.

8. Determine (provisionally) the salary group of the position to be scaled. Again, compare with jobs that are close in terms of level. Definitely scale the job.
9. Lay down the considerations (rationale) that led to a grading, such as with which sample job(s) the comparison was made, and what are the "plus points" and "minus points" of the graded job compared to the sample job(s) with which it was compared.
10. Inform the employee in which salary group their job is classified and with which sample job it has been compared.

Entry level jobs

It may be the case that an employee does not (yet) perform all the work indicated in the job description (e.g. when an employee has just joined the company) while it is intended that they will fully perform this job. In this case, the employer may decide to classify the employee (provisionally) in one salary group lower than the salary group in which the job the employee will eventually hold is classified. In this case, the employer and employee should agree on a deadline (e.g. six months).

After the expiry of this period, it will be verified whether the employee is now fully performing the job. On full performance of the job, the employee may be placed in the salary group corresponding to the level of the job.

Job description: Vehicle washer

Level References	Vehicle washer A/Cleaner	Vehicle washer B
Organisational position	Reports to: Plant manager/Head of workshop Manages: not applicable	Reports to: Plant manager/head of workshop Manages: some assigned helpers (eventual).
Core tasks	• External cleaning of buses using a car wash. • Cleaning the bus interior (floor, toilet, windows, covers, headrests, etc.). • Cleaning of business premises (offices and garage). • Attending to waste disposal, collecting and disposing of dirt, replenishing soap and toilet paper, and changing household textiles.	• Ensuring the external and internal cleaning of buses and keeping the workshop and office areas clean according to global instructions, directions. • Refuelling of buses; administrative processing of refuelling data. • Classification of work to be done. • Ensure planned progress of work execution, giving instructions to the assigned employee(s) (if necessary). • Co-execute operations, including moving buses on the company premises for cleaning purposes.
Other tasks	• Keeping the car wash clean.	• Keeping the car wash clean.
Onerous working conditions	Dirty work, forced postures, etc.	Dirty work, forced postures, etc.

Job description: Sheet-metal worker

Level References	Sheet-metal worker A	Sheet metal worker B	Sheet-metal worker C
Organisational position	Reports to: Head of workshop Manages: not applicable.	Reports to: Head of workshop Manages: not applicable.	Reports to: Head of workshop Manages: 1-2 assigned helpers.
Core tasks	• Assist in performing simple sheet metal work. • Providing 'conversion' of interiors.	• Repairing less complicated damage. • Attending to sheet metal work, repairing dents, welding, replacing parts, disassembling and assembling parts, etc. • Replacing windows • Assist in carrying out modifications/renovations.	• Repair all common damage (complete replacement "head"). • Attending to sheet metal work, repairing dents, welding, replacing parts, disassembling and assembling parts, etc. • Replacing windows. • Carrying out certain modifications/renovations.
Other tasks	• Keeping the working environment clean. • Performing simple dismantling/assembly work. • Assisting mechanics with repair and maintenance work.	• Keeping the working environment clean. • Performing simple dismantling/assembly work. • Assisting mechanics with repair and maintenance work.	• Supervising Sheet Metal Worker 2 as appropriate. • Performance of simple spraying work.
Onerous working conditions	• Strong exertion, strenuous postures, nuisance from dirt, noise, wearing personal protective equipment.	• Strong exertion, strenuous postures, nuisance from dirt, noise, wearing personal protective equipment.	• Strong exertion, strenuous postures, nuisance from dirt, noise, wearing personal protective equipment.

Job description: Sprayer

Level References	Sprayer A	Sprayer B	Sprayer C
Organisational position	Reports to: Head of workshop Manages: not applicable.	Reports to: Head of workshop Manages: not applicable.	Reports to: Head of Workshop Manages: 1-2 auxiliaries added.
Core tasks	• Preparation of paintwork (cleaning, sanding, filling). • Assisting in carrying out simple spray work.	• Assisting the Sprayer C. • Preparation of paintwork (cleaning, sanding, filling). • Independently perform simple spraying work.	• Pre-treatment of objects/parts to be painted (cleaning, sanding, filling, applying protective equipment, masking). • Handling all common spraying work (including complex tasks such as gradient colours, multi-colour spray work). • Attending to stickering.

Other tasks	• Keeping the working environment clean • Performing simple dismantling/assembly work. • Assisting mechanics with repair and maintenance work	• Keeping the working environment clean. • Performing simple dismantling/assembly work. • Assisting mechanics with repair and maintenance work.	• Supervising added helpers as appropriate. • Performance of simple sheet metal work.
Onerous working conditions	• Exertion, strenuous postures, unpleasant fumes/odours, dirt,	• Exertion, strenuous postures, unpleasant fumes/odours, dirt,	• Exertion, strenuous postures, unpleasant fumes/odours, dirt,

Job description: Engineer mechanical D

Level References	Mechanic A	Mechanic B	Mechanic C	Mechanic D
Organisational position	Reports to: Head Head of Workshop/Head Mechanic Manages: not applicable	Reports to: Head Head of Workshop/Head Mechanic Manages: not applicable	Reports to: Head Head of Workshop/Head Mechanic Manages: not applicable	Reports to: Head of Workshop Manages: 1-2 mechanics
Core tasks	• Assisting with repair and maintenance work. . • Perform simple replacement work under the supervision of an experienced technician. • Perform simple audit work according to the indicated, established procedure.	• Carrying out maintenance services. Assist with larger, complex tasks. Changing tyres. Carry out inspection work (including on more vital parts) according to indicated, established procedure and under final inspection of an experienced mechanic.	• Performance of more specialised repair and maintenance work under the supervision of an experienced mechanic. Analysing defects/faults/malfunctions. n. • Performance of "emergency repairs" if necessary. • Tuning, adjustment of fuel systems. • Change of gearboxes, overhaul of engines (bushings/springs/pistons).	• Providing (all) maintenance, repair and replacement work in the mechanical field, including specialist work. • Analysing defects/faults/malfunctions. n. • Performance of "emergency repairs" if necessary. • Tuning, adjustment of fuel systems. • Change of gearboxes, overhaul of engines (bushings/springs/pistons). • Maintenance of certain certifications to perform specific work. (e.g. work on air-conditioning systems). • Preparation of MOT inspections

Other tasks		• Assist in carrying out simple electrical repair and maintenance work	• Performing more simple repair and electrical maintenance work	• Supervising mechanic 2 as required. • Performing more simple repair and electrical maintenance work
Onerous working conditions	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury

Job description: Electrician

Level References	Electrician A	Electrician B	Electrician C	Electrician D
Organisational position	Reports to: Head Workshop/Chief engineer Manages: not applicable	Reports to: Head Workshop/Chief engineer Manages: not applicable	Reports to: : Head Workshop/Chief engineer Manages: not applicable	Reports to: Head of workop Manages: 1-2 electricians
Core tasks	• Assist in carrying out repair and maintenance work • Perform simple replacement work under the supervision of an experienced technician. • Perform simple audit work according to the indicated, established procedure.	• Assist with larger, complex tasks. • Carry out inspection work (including on more vital parts) according to indicated, established procedure and under final inspection of an experienced mechanic.	• Performance of more specialised repair and maintenance work, such as on speed limiters, temperature controls under the supervision of an experienced mechanic. • Analysing defects/malfunctions. • Performance of "emergency repairs" if necessary.	• Providing all electrical and electronic maintenance, repair, replacement of equipment in electrical and electronic fields, such as lighting, video/audio, air conditioning, navigation, tachograph, refuelling system. • Providing (complex) fault analysis. • Installing certain equipment. • Maintenance of certain certifications to perform specific work. • Preparation of MOT inspections.

Other tasks		• Assist in carrying out simple mechanical repair and maintenance work.	• Independently carrying out more simple mechanical repair and maintenance work.	• Supervising mechanic 2 as required. • Independently carrying out more simple mechanical repair and maintenance work.
Onerous working conditions	• Strong exertion, strenuous postures, nuisance from dirt, risk of injury.	• Strong exertion, strenuous postures, nuisance from dirt, risk of injury.	• Strong exertion, strenuous postures, nuisance from dirt, risk of injury.	• Strong exertion, strenuous postures, nuisance from dirt, risk of injury.

Job description: Bus conductor

Level References	Bus conductor A	Bus conductor B
Organisational position	Reports to: Manager Manages: not applicable	Reports to: Manager Manages: not applicable
Core tasks	• Supervising mainly fixed (school) trips. • Accompany pupils when boarding and disembarking and when going to and from school or bus. • Ensuring the orderly running of the bus during the journey.	• Supervising mainly fixed (school) trips with certain groups of children (learning difficulties/disabled). • Accompany pupils when boarding and disembarking and when going to and from school or bus. • Ensuring orderly conduct; responding to certain behaviours, taking corrective action when necessary.

Other tasks	Handling queries, solving problems of children, parents and the school related to the (school) trips.	Supervising children during the trips, handling questions, solving problems of children, parents and the school related to the (school) trips.

Job description: Service Desk Assistant

Level References	Employee Service Desk A	Employee Service Desk B
Organisational position	Reports to: Manager Manages: not applicable	Reports to: Manager Manages: not applicable
Core tasks	• Checking drivers' attendance at reporting time. • Arranging the issue of travel documents to drivers. • Checking the issue of coaches. • Acting as a point of contact for drivers in case of questions, problems; assessing complaints/problems, passing on to relevant internal employee for (subsequent) handling, if necessary calling in internal employees in case of acute issues according to procedures.	• Handing over trip assignments/documents/cash money etc. to drivers at the start of work. • Keeping records of/checking departure times. • Functions as point of contact for customers/individual passengers, tour operators, drivers in case of complaints, questions, problems (two foreign languages); assessing complaints/problems, passing on to relevant internal employee for (subsequent) handling, if necessary calling in internal employees in case of acute issues according to procedures. • Functions as the company's telephone operator/receptionist; taking telephone calls, answering 1st line queries, providing call forwarding, welcoming and liaising with the relevant company employee of visitors.

Other tasks	• Functions as the company's telephone operator/receptionist.	• Monitor quality mark procedures

Job description: Warehouse assistant

Level References	Warehouse assistant
Organisational position	Reports to: Head of Workshop Leads not applicable.
Core tasks	• Managing the (technical) warehouse, so that the necessary parts and materials are available at all times. • Monitoring stocks, order/purchase parts and materials (possibly in consultation with Head of Workshop) • Receiving, checking and storing and issuing parts/materials. • Performing warehouse administration. Conducting fuel administration. • Provision of data for invoicing in case of delivery to third parties.
Other tasks	• Conducting fuel administration. • Provision of data for invoicing in case of delivery to third parties.

Onerous working conditions	Regular stay in the workshop. Warehouse conditions.

Job description: Administrative assistant

Level References	Administrative assistant A	Administrative assistant B	Administrative assistant C	Head of Administration
Organisational position	Reports to: Head of Administration Manages: not applicable	Reports to: Head of Administration Manages: not applicable	Reports to: Head of Administration Manages: not applicable	Reports to: Business manager/director Manages: 1-2 Administrative Assistants

Core tasks	• Handling administrative processing of various data (input/checks/statements). • Jointly providing documents required for trips, trip assignments, currency, maps/plans etc. • Handling purchase invoices; arranging authorisation. • Preparing sales invoices; attending to invoicing. • Jointly carrying out the personnel and payroll administration. • Entering data into the system; booking bank and giro statements.	• Attending to accounts receivable and accounts payable. • Monitoring the progress of debtor balances; mange debtors according to business rules. • Checking invoices to be paid • Making invoices payable and ensuring payments can be made. • Managing cash for cash payments/income.	• Accounting tasks, such as maintaining journals and general ledger accounts. • Maintaining sub ledgers, such as debtors, creditors, inventories and fixed assets. • Providing periodic management reports. • Reconciling periodic general ledger accounts, posting journal entries. • Assisting in compiling balance sheet and income statement. • Collecting, checking and processing gross salary data. • Checking data processed in payroll against output provided by service bureau. • Submitting net salary and benefit data for authorisation before payment	• Jointly preparing the budget; assists in preparing budgets. • Handling the various administrations related to operational execution of trips, such as bus/trip administration. • Providing documents required for trips, trip assignments, currency, maps/plans etc. • Attending to financial administration. (debtors/creditors/general ledger) • Handling purchase invoices. • Attending to personnel and payroll administration. • Managing cash for cash payments/income.
Other tasks	To be specified	• Compilation of various periodic statements.	• Contributing to the preparation of the annual accounts. • Compile statements balance lists per accounting period. • Preparation and reconciliation of VAT returns.	• (Managing 1-2 administrative staff).

Job description: Commercial Assistant

Level References	Commercial Assistant A	Commercial Assistant B	Commercial Assistant C	Commercial Assistant D
Organisational position	Reports to: Business manager/director Manages: not applicable	Reports to: Business manager/director Manages: not applicable	Reports to: Business manager/director Manages: not applicable	Reports to: Business manager/director Manages: 1 booking agent

Core tasks	• Attending to incoming bookings/requests for mainly day trips; speaking to customers, providing programme information. • Booking day trips, processing data in the system. • Attending to administrative processing of bookings; sending documents, providing data for invoicing.	• Compilation of day trips to create more standard programmes. • Booking of events, lunches/dinners/consumptions for regular customers and within established, general conditions. • Attending to incoming bookings/requests for mainly day trips; speaking to customers, providing programme information. • Booking day trips, processing data in the system. • Attending to administrative processing of bookings; sending documents, providing data for invoicing.	• Compiling day trips also in terms of more tailor-made programmes; fleshing out broadly prepared programmes. • Booking of events, lunches/dinners/consumptions; negotiating prices and conditions within frameworks. • Promoting programmes/day trips (advertisements in collaboration with marketing agency; Attending to mailings. • Attending to acquisition, approaching target groups (by phone/written/visit). • Preparing quotations/quotes, negotiating prices and conditions, concluding agreements within applicable frameworks. • Conducting follow-up calls in order to convert requests/quotes into concrete orders. • Development of ideas regarding programme offerings.	• Composition of day trips, "specials" and/or multi-day trips within specified contours/principles/framework. • Purchasing/reserving events, lunches/dinners/consumptions; negotiating prices and conditions. • Promoting programmes/day trips (advertisements with marketing agency. • Attending to acquisition, approaching target groups (by phone/written/visit). • Preparing quotations/quotes, negotiating prices and conditions, concluding agreements within applicable frameworks. • Development of ideas regarding programme offerings.
Other tasks	• contacts with drivers; providing trip instructions, required documents/documents, passing on certain particulars, appointments, etc.	• Maintaining contacts with drivers; providing trip instructions, required documents/documents, passing on certain particularity appointments, etc.	• Handling bookings, providing bus hire. • Focusing on market developments, monitoring competitive activities.	• Handling bookings, providing bus hire. • Focusing on market developments, monitoring competitive activities.

	• Checking invoices.	• Checking invoices. Preparation of boarding routes with Planning		• Jointly conducting after-sales calls. • Ensuring adequate complaint handling.

Job description: Personnel officer

Level References	Personnel officer A	Personnel officer B	Personnel officer C	Personnel officer D
Organisational position	Reports to: Business manager/director Manages: not applicable	Reports to: Business manager/director. Manages: not applicable	Reports to: Business manager/director. Manages: not applicable	Reports to: Business manager/director. Manages: not applicable
Core tasks	• Maintaining personnel records, updating personnel files, monitoring deadlines, etc. • Processing personnel and salary data in employment contracts; supplying data for payroll administration/processing • Processing sick and recovery notifications • Provision of (unambiguous) information from the collective agreement and company regulations etc.	• Conducting personnel administration, updating personnel files, monitoring deadlines, etc. • Processing personnel and salary data in employment contracts; supplying data for payroll administration/processing • Processing sick and recovery notifications • Providing explanations on collective labour agreement provisions, terms of employment, staff regulations, etc. • Arranging and preparing courses/training etc.	• Jointly providing staffing; carrying out the process of recruitment, selection and entry and exit. • Attending to necessary recruitment documents • Ensure implementation of sick leave policy. • Conducting personnel administration, updating personnel files, monitoring deadlines, etc. • Processing personnel and salary data in employment contracts; supplying data for payroll administration/processing • Processing sick and recovery notifications • Providing explanations on collective labour agreement provisions, terms of employment, staff regulations, etc. • Arranging and preparing courses/training etc.	• Assist in developing human resources and benefits policies. • Attending to staffing; carrying out the process of recruitment, selection and entry and exit. • Handling personnel matters in the field of industrial disputes, personal problems, advising management and employees on personnel issues concerning the collective labour agreement, social legislation and company regulations • Ensure implementation of sick leave policy. • Ensuring sufficient qualified staff by preparing and executing the training policy, including purchasing training courses.

Other tasks	• Carrying out support duties on behalf of company management, such as word processing, mail handling,	• Performance of secretarial administrative tasks on behalf of the management	• Handling the staff bulletin.	• Conducting personnel administration
	• telephone traffic, diary keeping. Jointly preparing/organising staff events/meetings	• Jointly preparing/organising staff events/meetings	• Preparing/organising staff events/meetings	• Preparing and ensuring follow-up and realisation of the health and safety policy. • Preparing/organising staff events/meetings. • Handling the staff bulletin.

Job description: Planner

Level References	Planner A	Planner B	Planner C
Organisational position	Reports to : Company manager/director/planner C Manages: not applicable	Reports to: Business manager/director Manages: not applicable	Reports to : Business manager/director Manages: 1 assistant planner (event.)
Core tasks	• Assisting in preparing schedules, based on information provided/supplied, process data in the planning system. • Monitoring implementation of programmes; identify particulars/discrepancies, etc.	• Preparation of short-term schedules (14-day planning horizon) based on established programme, taking into account collective labour agreement, legal provisions, etc. • Monitoring the implementation of programmes; adjust in case of deviations/exceptions.	• Ensure optimal planning/deployment of people and resources based on sales forecasts and established travel programmes, considering equipment availability (maintenance and cleaning intervals), knowledge/skill/affinity of drivers, legal provisions, and collective labour agreement. • Contributing to long-term planning; advising on programming from a business perspective (efficient deployment of people and resources; feasibility of programme); making proposals to achieve optimal deployment (bus days/miles). • Preparation of short-term planning, schedules, etc. • Monitoring the implementation of programmes; adjust in case of deviations/exceptions.

Other tasks	• Preparation of rosters based on concrete work instructions, procedures, etc. • Handling driving assignments, providing necessary documents.	• Preparation of rosters. • Handling driving assignments, providing necessary documents. • Reserving cash. • Attending to communication with drivers (programme/driving assignment/particulars, etc.).	• Handling driving assignments, providing necessary documents. • Reserving cash. • Attending to communication with drivers (programme/driving assignment/special features etc.).

Job description: Head of Garage

Level References	Head of Garage
Organisational position	Reports to: Business manager/director Manages: up to about 6 employees (mechanics, car washers)

Core tasks	• Ensure and assist in equipment maintenance, repair, modifications, and damage repair. • Coordinate and direct the work to be performed by employees. • Planning the short- and long-term deployment of employees taking into account maintenance programmes and operational deployment of equipment, among other things. • Ensure timely performance of statutory inspections. • Provision of data for budget preparation. • Ensure management of tools, equipment, supplies. • Attending to the procurement of materials/parts/aids etc. within the provided mandate. • Preparation of maintenance schedules based on supplier instructions and in coordination with Operations, among other things. • Handling structural problems/faults; consult with suppliers on solutions.
Other tasks	• Attending to building and grounds maintenance • Ensuring warehouse management • Perform job-related administrative work (e.g. checking/paying invoices)
Onerous working conditions	Job performance mostly in the workshop environment.

ANNEX 4 Job descriptions of seasonal employees (seasonal driver, seasonal vehicle washer and seasonal mechanic)

General
For the positions listed below, due to the strong seasonal supply of work, they can only be exercised for a period not exceeding nine months per year and cannot be exercised consecutively by the same employee for a period exceeding nine months per year.

Seasonal driver
The activities of the driver, hired specifically for the high season with a contract for a maximum of 9 months, consist mainly of performing driving duties for:

- day trips; this refers to coach transport (these trips are of a tourist nature) and occasional transport extending over a period of up to 24 hours. Examples: company outings - these are characterised by a peak in the high season - and visits to - mostly in the low season - amusement parks.
- multi-day trips; this involves transport of a mostly tourist nature that extends over more than 24 hours for the driver.
- school trips; this includes both day trips and multi-day trips, but specifically for transporting schoolchildren.
- (Summer) shuttles; this refers to the transport of passengers assembled in advance in groups from the same place of departure to the same place of destination by several outward and return journeys.

The employment contract of the seasonal driver has a duration of up to 9 months. The seasonal agreement may include a short period preceding and/or following the high season.

Seasonal car washer (hired specifically for the high season with an **agreement for the duration of up to 9 months)**

Level References	Vehicle washer A	Vehicle washer B
Organisational position	Reports to: Plant manager/head of workshop Manages: not applicable	Reports to: Plant manager/head of workshop Manages: some assigned assistants (possible)

Core tasks	• External cleaning of buses using a car wash • Cleaning the bus interior (floor, toilet, windows, covers, headrests, etc.) • Cleaning of business premises (offices and garage) • Attending to waste disposal, collecting and disposing of dirt, replenishing soap and toilet paper, and changing household textiles	• Ensuring the external and internal cleaning of buses and keeping the workshop and office areas clean according to global instructions, • Refuelling of buses; administrative processing of refuelling data • Classification of work to be done • Ensure planned progress of work execution, giving instructions to the assigned employee(s) (if necessary • Co-execute operations, including moving buses on the company premises for cleaning
Other tasks	• Keeping the car wash clean	• Keeping the car wash clean
Onerous working conditions	Dirty work, forced postures, etc.	Dirty work, forced postures, etc.

Seasonal mechanic (hired specifically for the high season with a contract for the duration of up to 9 months)

Level References	Mechanic A	Mechanic B	Mechanic C	Mechanic D
Organisational the position	Reports to: Head of workshop/ Chief engineer Manages: not applicable	Reports to: Head of workshop/ Chief engineer Manages: not applicable	Reports to: Head of workshop/ Chief engineer Manages: not applicable	Reports to: Head of workshop Manages: 1-2 mechanics
Core tasks	• Assist in carrying out repair and maintenance work • Perform simple replacement work under the supervision of an experienced technician. • Perform simple audit work according to the indicated, established procedure.	• Carrying out maintenance services. • Assisting with larger, complex tasks. • Changing tyres. • Carry out inspection work (including on more vital parts) according to indicated, established procedure and under final inspection of an experienced mechanic.	• Performance of more specialised repair and maintenance work under the supervision of an experienced mechanic • Analysing defects/faults/malfunctions. • Performance of "emergency repairs" if necessary. • Tuning, adjustment of fuel systems. • Changing gearboxes, overhauling engines (bushings/springs/pistons).	• Providing (all) maintenance, repair and replacement work in the mechanical field, including specialist work • Analysing defects/faults/malfunctions • Performance of "emergency repairs" if necessary. • Tuning, adjustment of fuel systems. • Changing gearboxes overhauling engines (bushings/springs/ pistons) • Maintaining certain approvals to perform specific work (e.g. work on air-conditioning systems) • Preparation of MOT inspections
Other tasks		• Assist in carrying out simple electrical repair and maintenance work	• Independently carrying out more simple electrical repair and maintenance work	• Supervising mechanic 2 as required • Independently carrying out more simple electrical repair and maintenance work

Onerous working conditions	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury	• Exertion, strenuous postures, dirty work, noise, dust, risk of injury

ANNEX 5 Statement of daily hours

Name:						Period:					
date	work 1	start	end	break	total hours	work 2	start	end	break	total hours	details
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											
21											
22											
23											
24											

25											
26											
27											
28											
29											
30											
31											

Name:	Salary No.	Effective date for annual hours sche

Month	Service time		Allowances		Expenses			
	A	B	C	D	E	F	G	H
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
Total			€	€	€	€	km	
Net								

total net hours (A+B)	h
minus: rest day shortage (hou	h
balance of hours worked	h
minus: hours to be worked	h
balance of overtime hours	h
overtime allowance	x 35%
35% bonus hours	h

Total amounts

1) days worked	d
plus: this period (1)	d
new balance	d
2) sick days	d
plus: this period (2)	d
new balance	d
3) maximum number of days to be worked	d
balance this period	d
plus: this period (1 + 2)	d
new balance	d
4) holiday days	d
plus: accrued over this period	d
balance	d
minus: used during this period	d
new balance	d
5) employment days	d
plus: accrued over this period	d
balance	d
minus: used during this period	d
new balance	d
6) compensation holidays	d
plus: not used during this period	d
balance	d
minus: used during this period	d
new balance	d
7) compensation rest days	d
plus: shortage in this period (in days	d
balance	d
minus: compensated in this period	d
new balance	d
8) annual hours agreement	h
balance from previous period	h
plus: balance of hours worked	h
plus: 35% bonus hours (choice)	h
balance	h
minus: overtime paid out at 100%	h
new balance of annual hours	h
9) 35% bonus hours	h
plus: this period (choice)	h
balance	h
minus: to be paid out	h
final balance for this period	h

A: service time -/- break scal
B: service time x 6/6
C: irregular hours allowance
D: interruption allowance
E: gross expenses allowance
F: net expenses allowance
G: number of km for travel allowance

H: not worked due to:	in column B
A = absence with pay	.. H
B = special leave	.. h
C = compensation rest day	4/8 h
F = public holiday	8 h
G = compensation holiday	4/8 h
R = rest day	0 h
V = holiday day	4/8 h
W = employment day	8 h
Z = sick day	8* h

*or hours service roster

Important note: on this monthly timesheet, the hours of the daily timesheet are taken over

Name:	Salary No.:

Month	Service time		Allowances		Expenses			
	A	B	C	D	E	F	G	H
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
Total			€	€	€	€	km	
Net								

A: service time -/- break scale
B: service time x 6/6
C: irregular hours allowance
D: interruption allowance
E: gross expenses allowance
F: net expenses allowance
G: number of km for travel allowance
H: not worked due to: — in column B

A = Absence with pay	.. h
B = special leave	.. h
C = compensation rest day	4/8 h
F = public holiday	8 h
G = compensation holiday	4/8 h
R = rest day	0 h
T = saving hours day	4/8 h
V = holiday day	4/8 h
W = employment day	8 h
Z = sick day	8* h

* or hours service roster

Allowances

1) holiday days	d
plus: accrued over this period	d
balance	d
minus: used during this period	d
new balance	d
2) employment days	d
plus: accrued over this period	d
balance	d
minus: used during this period	d
new balance	d
3) compensation holidays	d
plus: not used during this period	d
balance	d
minus: used during this period	d
new balance	d
4) compensation rest days	d
plus: shortage in this period (in day	d
balance	d
minus: compensated in this period	d
new balance	d

total net hours (A+B)	h
minus: rest day shortage (hour	h
balance of hours worked	h
minus: standard contract hours	h
balance of overtime hours	h
overtime allowance	x 35%
35% bonus hours	h

5) mandatory saving hours (max. 100 h)

6) 35% allowance hours & voluntary saving hours (> 100 h)

balance from previous period	h		h	
plus: this period	h		h	
balance	h		h	
minus: allocated in this period	h		h	**total**
balance	h		h	**to be paid ou**
minus: **to be paid out**	h	+	h	= h
final balance for this period	h		h	

Comments:

Important note: on this monthly timesheet, the hours of the daily timesheet are taken over

Notes to the Model Administration Forms

The form should be completed per driver, per month (or per 4 weeks).

Enter the number of the month covered by the registration in the first column of the schedule, under month. Directly after the days of the month, already numbered from 1 to 31, indicate with a "z" the Saturdays and Sundays and with an 'f' the public holidays that may occur in the month.

Column A In column A, enter the service time less the break times in accordance with the graduated scale for break times. The net number of hours is the result.

Column B In column B, fill in the hours spent on work covered by the 6/6 rule. Total net hours will appear at the bottom of the column.

Column C In column C, the applicable irregular hours bonuses should be entered.

Column D In column D, enter any applicable break allowance.

Column E Column E should indicate the applicable gross expense allowances.
Column F Column F should indicate the applicable net expense allowances.
Column G In column G, note the number of kilometres eligible for reimbursement of commuting expenses.
Column H The reason should be indicated in column H if no or only part of the day was worked.

Several letter codes are possible:

A = Absence with pay
B = Special leave
C = Compensation holiday or rest day.
F = Public holiday.
R = Rest day.
T = Saving hour day
V = Holidays.
W = Employment Day.
Z = Sick day.

If a half-day off is given, a ½ C, ½ T of a ½ V should be entered in the last column, depending on the type of day involved.

APPENDIX 6 Undesirable conduct Regulations Introduction

Introduction
The Regulation on Undesirable Behaviour is part of a policy aimed at preventing and combating all forms of undesirable behaviour at or in connection with work. This policy consists of the following aspects: a code of conduct on undesirable behaviour, prevention in the workplace, education on undesirable behaviour and its prevention, a confidential advisor, a complaints committee and regulations. The regulations set out what constitutes undesirable behaviour at work. The scheme further sets out the procedure for filing a complaint. It also describes the tasks and powers of the complaints committee, the confidential adviser and the mediator.

Article 1
These regulations apply to all companies and employees covered by the scope of this collective agreement (including job applicants).

Article 2
Definitions
a. Inappropriate behaviour: all behaviour where personal integrity is not respected. This refers in particular to the following:
   - discrimination based on race, colour, creed, sex or sexual orientation
   - verbally or physically aggressive behaviour, including bullying
   - sexual harassment: unwelcome physical, verbal or non-verbal behaviour of a sexual nature or otherwise gender-based behaviour, which detracts from the dignity of women and men at work.
b. Applicant: anyone applying for a position with an employer
c. Confidential advisor: the confidential advisor on undesirable behaviour designated as such by the Stichting FSO Board
d. Report: contacting the confidential adviser in respect of undesirable behaviour
e. Complaint: a reasoned complaint submitted in writing to the complaints committee against one or more other persons concerning undesirable behaviour
f. Reporting party: the person who has turned to the confidential adviser in respect of undesirable behaviour experienced by him or her
g. Complainant: the person who submits or has submitted a complaint to the Complaints Committee
h. Accused: person against whom the complaint is directed

Article 3
The reporting party who is confronted with undesirable behaviour can turn to the confidential advisor in this regard or submit a complaint to the complaints committee. A complaint must be submitted within two years of the (last) confrontation with undesirable behaviour unless very serious offences are at issue, to be assessed by the complaints committee.

Article 4
1. The Stichting FSO Board is authorised to appoint and dismiss the confidential advisor.
2. The confidential advisor may resign their position at any time. They shall communicate this in writing to the Stichting FSO Board and the Complaints Committee.
3. The confidential counsellor reports annually to the Stichting FSO Board in retrospect on the work performed and also sends the report to the Complaints Committee.

Article 5
1. A confidential advisor has the following duties:
   a. Acting as a point of contact for those confronted with inappropriate behaviour
   b. Providing refuge and providing aftercare to those individuals

c. Informing those individuals of the options for filing a complaint
d. Counselling, upon request, persons considering filing a complaint with the Complaints Commission
e. Taking steps aimed at seeking resolution at the request of the reporting party
f. Approaching a mediator in consultation with the reporting party to try to find a solution through informal means
g. Providing assistance to the complainant in filing complaints and or reporting to the police
h. Exercising due care in all cases, bearing in mind the interests of those directly affected and all other persons who may be involved in the undesirable behaviour
j. Only with the written consent of those who turn to him, taking action in specific cases of the alleged undesirable behaviour
k. Taking other steps necessary to combat undesirable behaviour
l. Identifying problem areas or trends that may lead to problems
m. Contributing to the overall policy to combat undesirable behaviour
n. Keeping a record of reports and their handling for the archive. The data will be destroyed within the legal deadlines
o. Providing an annual report
p. Conducting an annual review meeting with the complaints committee.

2. The confidential advisor has the power to consult internal and external experts on his/her own initiative, insofar as this is relevant to the reception.
3. The confidential counsellor may invoke a recusal in respect of a complainant if desired.
4. The Stichting FSO Board may issue further instructions regarding a confidential advisor's tasks or working methods.

Article 6

1. There is an undesirable behaviour complaints committee.
2. The Stichting FSO Board is authorised to appoint and dismiss the members of the Complaints Committee.
3. The Complaints Committee is responsible for investigating a formal complaint lodged with it and issuing an opinion thereon.

Article 7

1. The complaints committee consists of a chairperson and two members as well as two deputy members.
2. The chair and members are appointed and dismissed by the Stichting FSO Board.
3. Members of the complaints committee are appointed for a period of 4 years and are immediately eligible for re-election for a maximum of 2 terms.
4. Members of the complaints committee may resign from their positions at any time. They shall communicate this in writing to the Stichting FSO Board and the Complaints Committee.
5. At least one woman serves on the committee.
6. In all cases, a member of the complaints committee shall be replaced if he or she has been directly or indirectly involved in the undesirable conduct complained about.

Article 8

1. The Stichting FSO Board adds an official secretary to the complaints committee.
2. The secretary of the complaints committee is responsible for convening the complaints committee, drafting its agenda, report and annual report, handling correspondence from and to the committee, as well as preparatory work relating to the admissibility of a complaint.

Article 9

1. A complaint shall be submitted in writing by the complainant to the official secretary of the Complaints Committee and shall contain:
   a. the description of the complaint
   b. the name of the accused person or persons
   c. the description of the steps taken by the complainant (incl. annexes)
   d. a date and signature by the complainant.
2. Anonymous complaints will not be considered.

Article 10

1. In case of complaints, the official secretary notifies the chairperson with two (deputy) members.
2. The complaints committee decides whether the complaint is admissible within two weeks of the complaint being filed and notifies the complainant accordingly.
3. If the complaint is declared admissible, the complaints committee will send a copy of it and the documents submitted to it to the accused.

Article 11

1. After the complaint is declared admissible, the complainant and the accused are heard by the complaints committee.
2. A report will be made of the hearing.
3. The complainant and accused may be assisted during the hearing.
4. The Complaints Committee shall, if it considers it necessary in the interests of the investigation, invite persons other than the complainant and the accused to be heard.
5. The invitation to the complainant, accused and any other persons shall include notice of the composition of the complaints committee. A copy of the regulations shall also be enclosed.
6. Unless the Complaints Committee determines otherwise, the complainant and the accused shall be heard outside each other's presence.
7. Any information that may be relevant to the investigation shall be made available to the Complaints Committee at its request, at its discretion.
8. If necessary, the complaints committee will conduct an on-site investigation. This investigation may be assigned to the chairperson or another member of the complaints committee. A report of findings of the investigation is made.
9. The complaints committee may use in-house and external expertise.
10. Any person summoned to be heard by the complaints committee is obliged to comply unless there is a force majeure situation. The latter is at the discretion of the chair of the complaints committee.
11. Anyone who is or will be involved in an investigation into undesirable behaviour is obliged to observe absolute confidentiality about what has been discussed with them.
12. Sessions of the complaints committee are not open to the public.

Article 12

1. Within four weeks of a complaint being declared admissible, the complaints committee issues a reasoned written opinion, stating whether or not the complaint is well-founded and the possible action to be taken.
2. The complaints committee will declare the complaint well-founded if it has been or has become plausible that the facts alleged by the complainant actually took place.
3. If the four-week period is not feasible, the Complaints Committee notifies the complainant and accused in writing, stating reasons, and also indicates the period within which the opinion will be issued.
4. The decision on the opinion to be issued shall be taken in a plenary session, as referred to in Article 11(1) of these rules.

5. The opinion will be signed by the chair and the official secretary and provided to the complainant and accused.

Article 13

1. The complaints committee submits an anonymous annual report to the Stichting FSO Board on the number of complaints handled, their nature and the advice given.
2. This report will also be sent to the confidential advisors.
   Based on the reports referred to in Article 4, paragraph 2, and Article 15, paragraph 1, the Complaints Committee and the Confidential Advisor(s) meet once a year to evaluate the functioning of the complaints procedure. A report of this meeting will be made to the Stichting FSO Board.

Article 14

1. None of those involved in a complaint within the meaning of these regulations may be disadvantaged in their position within the private bus transport sector.
2. Termination of the employment of a person involved in a complaint within the meaning of these regulations may not take place until it has been established that the proposed dismissal is in no way related to the complaint.

Article 15

All parties involved shall take the utmost care to treat confidentially any information that comes to their knowledge when handling the complaint.

Article 16

The accused and or complainant is at all times entitled to bring proceedings with the civil court.

ANNEX 9 Disputes scheme

1. The parties may submit disputes concerning the interpretation and application of this collective labour agreement to it and by employers and employees to whose employment this collective labour agreement applies to the Disputes Committee Collective Labour Agreement (CAO Besloten Busvervoer).
2. The composition and working methods of the Disputes Committee are regulated in its regulations.
3. The Disputes Committee decides by way of a binding opinion at the request of the employer and employee.

Compliance
The parties undertake to promote compliance with this CLA by themselves and their affiliated employers and employees to the extent possible.

Regulations for the Disputes Committee CAO Private Bus Transport
1. The Disputes Committee consists of one chairperson, one deputy chairperson, four members and four deputy members.
2. CLA parties jointly appoint the chairperson and deputy chairperson. They must meet the requirements for appointment as members of the judiciary.
3. The CLA party on the employer's side shall appoint two members and their deputies. CLA parties on the employee side jointly appoint two members and their deputies.
4. Should a vacancy open, the party or parties authorised for appointment to that vacancy shall fill it as soon as possible.
5. The Disputes Committee may be assisted by a secretary if required. The appointment of the secretary requires the approval of CLA parties.
6. The costs associated with the activities of the Disputes Committee, including those of the secretariat, shall be borne, one-half by the CLA party on the employers' side and the other half by the CLA parties on the employees' side together.
7. A request for a binding opinion shall be made to the Disputes Committee by the party taking the initiative by means of a reasoned petition in which the points on which a binding opinion is sought are clearly described and the grounds for the request are duly set out, and the documents relevant to the assessment are submitted. The petition shall be sent by post to the Disputes Committee CAO Private Bus Transport (Geschillencommissie CAO Besloten Busvervoer)

   If the petition does not meet the requirements, the requesting party will be given the opportunity by the Disputes Committee to remedy that defect within a specified period. If this does not happen or is insufficient, the Disputes Committee may declare the request inadmissible.
8. The Disputes Committee shall allow those identified as the other party in the petition to respond to the petition in writing. With its defence, the party concerned should submit what it considers to be relevant and missing documents. When the application is sent, the opposing party or parties shall be given a deadline for filing the defence. That period is normally four weeks and may be extended if requested in good time and on reasonable grounds at the discretion of the Disputes Committee.
9. The Disputes Committee may delegate its powers referred to in the preceding paragraphs to its chairperson or secretary.
10. Based on the petition and the statement of defence, the Disputes Committee will decide whether or not a further written hearing of the case appears desirable, and if so: in what form. The Disputes Committee shall notify the parties accordingly as soon as possible.
11. After completing the written phase of the debate, the Disputes Committee will set a day for the oral hearing of the dispute. Such a hearing shall not take place if it emerges that

neither the Disputes Committee itself nor either party needs one. When determining a date for the oral hearing, the dates on which the parties are unable to attend shall be taken into account as far as possible. The oral hearing shall take place in The Hague or in another place in the Netherlands to be determined by the Disputes Committee after consultation with the parties.

12. The Disputes Committee aims to decide within six weeks after the oral hearing or, if no such hearing is held, within six weeks of the decision. The Disputes Committee may, if the case is open to it, give final judgment by way of a binding opinion, but it may also order one or more measures of instruction. Upon completion of that instruction, the provisions of the first sentence of this provision shall apply again. The Disputes Committee shall decide by a simple majority of votes.
13. In its final ruling, the Disputes Committee will decide on the merits of the case with reasons. In addition, the Disputes Committee will decide on the costs of handling the case in that ruling, including those of any legal assistance provided to the parties. The Disputes Committee shall send a copy of its final decision to each of the parties to the proceedings. CLA parties who are not parties to the proceedings will receive a copy of the ruling.
14. In all cases not covered by these rules, the Disputes Committee shall decide at its own discretion.

ANNEX 10 Dispensation request scheme

Procedure for handling a dispensation request by CLA parties:

a. The request is made by or on behalf of relevant employer or employee (hereinafter referred to as: the petitioner) in writing to the secretariat of the CLA parties for the Private Bus Transport Sector (p/a Stichting FSO, PO Box 154, 4100 AD Culemborg).
b. The request shall include at least:
    1. the name and address of the petitioner
    2. the petitioner's signature
    3. an accurate description of the nature and scope of the dispensation request and/or provision(s) and the article number to which the request is directed;
    4. the justification of the request;
    5. the date.
c. The secretary of CLA parties will send an acknowledgement of receipt to the petitioner, also indicating when CLA parties will consider the request.
d. In principle, requests are dealt with by CLA parties in the next regular CLA parties' consultation. If, in the opinion of the CLA parties' secretary, the request is of an urgent nature, he may decide to ask CLA parties to deal with the request earlier (possibly through a written round).
e. Upon request, the petitioner shall provide (additional) information and documents necessary to assess the request within a specified period.
    A request will be considered after the information provided is sufficient to assess the request.
f. The request for dispensation should be made in advance. That is, prior to the situation for which dispensation is sought and not afterwards.
g. Requests for dispensation will be considered only with the consent of the Works Council (in the absence of a works council, staff representation or the entire workforce).
h. The matter for which dispensation is sought must not be contrary to law.
i. During the processing of the dispensation request, it is not permitted to proceed with the situation for which dispensation is requested.
j. CLA parties may decide to hold a hearing. The petitioner may be assisted by experts at the hearing and represented by an authorised representative. If a party wishes to be assisted or represented, that party shall notify the secretary of CLA parties in writing at least seven days before the hearing. All costs incurred by the petitioner will be at their own expense.
k. CLA parties may decide to call experts for consultation and hearing if required. CLA parties may also consult the FSO Foundation's control department regarding the dispensation request.
l. If CLA parties consider that it is not a request as referred to in article 51 of this CLA, the request will be rejected.
m. Dispensation will be granted at most for the duration of this collective bargaining agreement. If a new CLA becomes applicable, the applicant should reapply for dispensation.
n. The decision to grant dispensation has no retroactive effect.
o. If desired, CLA parties may attach further conditions to a dispensation.
p. CLA parties shall rule within 12 weeks after the request has been submitted to the secretary of CLA parties. If a further written response is requested or a hearing is scheduled, CLA parties may decide to extend the decision period by 2 x 2 weeks.
q. No later than 2 weeks after consideration of the request by CLA parties, the secretary of CLA parties shall inform the petitioner of the decision. This is done in writing, and the decision contains the reasons that led to the ruling.
r. If the petitioner cannot agree to the CLA parties' decision, he may submit the request to the Disputes Committee CLA Bus Transport within 2 weeks of the CLA parties' decision.

Procedure for handling objections

Task Disputes Committee
A Disputes Committee within the Private Bus Transport sector also acts as an objection committee in the procedural handling of dispensation requests. Its task is to render, at the request of both parties concerned to whose employment this collective labour agreement applies, a binding decision by majority vote on disputes submitted with regard to this collective labour agreement. If one of the parties involved does not accept a binding decision, the Disputes Committee will not consider the matter, and the matter may be referred to a court with jurisdiction.

Composition and working methods Disputes Committee
For the composition of the Disputes Committee, its working methods and how to file a dispute, please refer to Annex 9 of this collective bargaining agreement.

APPENDIX 12 Employment Conditions (Posted Workers in the European Union) Act (WagwEU) overview

WagwEU subjects	CLA articles	Applicable parts
General	Article 2 Definitions	Alle paragraphs, excluding a, f, g, x
	Article 16 Hourly calculation	In its entirety
a. *maximum working hours and minimum resting periods*	Article 15 Working week	In its entirety
	Article 22 Additional hours and overtime	In its entirety
	Article 28 Absence with pay	In its entirety
	Article 32 Calculation of weekly wage, four-weekly wage and monthly wage	In its entirety
b. the minimum number of holidays, during which the employer is obliged to continue paying wages, and additional holiday-related allowances	Article 12 Public Transport Employment Days	In its entirety
	Article 15 Working Week	In its entirety
	Article 26 Holidays	In its entirety
	Article 27 Employment days	In its entirety
	Article 28 Absence with pay	All paragraphs, excluding p
c. minimum wage	Article 11 Irregular hours working allowance Public Transport	
	Article 33 Wage increases	First sentence
	Article 35 Remuneration and payment	Paragraphs 1, 4, 6 and 7
	Article 36 Compensation for overtime	Paragraphs 1 and 2
	Article 37 Interruption allowance	In its entirety
	Article 38 Irregular hours allowance	In its entirety
	Article 39 Entitlement to Meal Allowances	In its entirety
	Article 40 Multi-day travel allowances	In its entirety
	Article 44 Holiday allowance	In its entirety
	Article 45 Job classification non-driving, administrative and technical employees	In its entirety
d. conditions for making employees available	Article 7 Temporary workers	Paragraphs 1 (first sentence), 2 and 3a
e. health, safety and hygiene at work	Article 13 Obligations of the employer	Paragraphs 2 and 3
	Article 19 Working hours arrangement	In its entirety