## **COLLECTIVE**

**LABOUR AGREEMENT (CLA)** 

for the

(Air) Cargo sector

For the period from 1 January 2025 to 31 December 2026,

## **Collective Labour Agreement for the (Air) Cargo Sector**

The parties to the Collective Labour Agreement

The Werkgeversvereniging Luchtvaart Vracht Afhandelaars, hereinafter referred to as the WLVA of the one part,

and

The FNV, hereinafter referred to as FNV Luchtvaart, based in Utrecht

of the other part,

have entered into the following Collective Labour Agreement for the period from 1 January 2025 to 31 December 2026.

#### **Our vision**

We in the (Air) Cargo sector believe it is important that you as an employee can continue to work in a healthy, safe and functional manner throughout your career. You are responsible for honing your talents and keeping your knowledge and skills up to date. The employer shall facilitate this by creating an environment in which you, as an employee, can develop and actually use your talents.

Mature labour relations take centre stage in this sector. This is characterised by:

- shared responsibility by and between employer and employee;
- dialogue;
- mutual respect and trust;
- giving and receiving space;
- equality with an eye for everyone's interests;
- reducing competition on working conditions.

The WLVA and FNV Luchtvaart consider constructive consultation to be important. Employee participation also plays an important role in this process. The parties to the Collective Labour Agreement shall work on the development of employees and the companies on the basis of trust and common interests.

The Collective Labour Agreement, which is to run from 1 January 2025 to 31 December 2026, is the first sector-wide agreement, of which the negotiating parties are proud. The aim of this Collective Labour Agreement is to equalise the terms of employment of all employees who work in the sector.

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## **Definitions**

Employer	1.	The employer as defined in the scope in Article 1 of this collective labour agreement.	
Trade Union	2.	The party involved in this collective labour agreement, FNV Luchtvaart.	
Employee	3.	The employee as defined in the scope in Article 1 of this collective labour agreement.  In this Collective Labour Agreement the employee is insofar as possible addressed as 'je' (the familiar you).	
Full-timer/full-time norm	4.	The average working time shall be 38 hours per week, calculated over the course of one year.	
Part-timer	5.	If your average working hours agreed with your employer amount to less than 38 hours per week.  The provisions of this Collective Labour Agreement shall apply for part-time employees unless otherwise stated in an article.	
Employee participation	6.	The elected Works Council and its committees or the staff representation at your employer.	
Civil Code	7.	The Civil Code.	
Partner	8	<ul><li>a. your spouse;</li><li>b. your registered partner;</li><li>c. a person with whom you have concluded a cohabitation agreement.</li></ul>	
Public holiday	9.	The public holidays in this Collective Labour Agreement as of: New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, the day designated by the government on which we celebrate King's Day and once every 5 years, in lustrum years, National Liberation Day (a lustrum year ends on a 0 or 5).	
Basic salary	10.	The gross salary per month exclusive of any allowance or supplement. The basic salary is calculated by multiplying the basic hourly wage from Annex 2 by 164.667.  The amount of salary components indicated in this Collective Labour Agreement shall always be gross unless the article should stipulate net.	
Basic hourly wage	11.	The gross hourly wage shall be derived from your base salary by dividing the base salary by 164,667.	
Supplement for unsocial hours(ORT)	12.	The normal working time is Monday to Friday from 07:00 am to 7:00 pm. If you work outside this normal working time, you shall receive an extra allowance known as the supplement for unsocial hours (abbreviated as ORT in Dutch).	
Temporary worker	13.	Any person who is employed by the Employer under an employment contract for an unspecified period.	
Roster period	14.	The length of a roster pattern (e.g. 13 weeks, 8 weeks).	

#### 1. Employment relationship

The employment relationship is characterised by a mature working relationship between employer and employee. This employment relationship should contribute to the sustainable employability of employees.

The WLVA and the FNV Luchtvaart consider it important that as many people as possible are employed under an employment contract.

#### Article 1. Scope and nature of the Collective Labour Agreement

Scope

 This Collective Labour Agreement applies to employers and employees as defined below.

**Employer** 

For the purposes of this Collective Labour Agreement, employer means:

- a. Any natural person, legal entity, or company or partnership without legal personality, employing more than 10 employees as referred to in Article 1 (1) c, which generates 50% or more of their turnover in monetary terms from one or more activities of air cargo handling (listed under i to iii below) at one or more Dutch airports.
- b. Any natural person, legal entity, or company or partnership without legal personality, employing more than 10 employees as referred to in Article 1 (1) d, which generates less than 50% of their turnover in monetary terms from one or more of the activities of air cargo handling (listed under i to iii below) at one or more Dutch airports, and also engages in other activities at one more Dutch airports.

Air cargo handling is hereby understood to mean:

the handling of goods for transport by cargo aircraft

- i. Sorting, loading, and unloading freight into or out of the cargo aircraft;
- ii. Transporting the cargo on the airport premises between the cargo aircraft and the warehouse, in connection with the activities mentioned under i and/or iii;
- iii. Storing freight in airport warehouses in combination with the activities mentioned under i and/or ii;

Freight is understood to mean: goods, with the exception of mail.

Employee

For the purposes of this Collective Labour Agreement, employee means:

- c. A person who is employed by the employer under an employment contract as referred to in Article 1 (1) a, who performs a job that is included in or, based on the nature thereof, derived from the job reference grid in Annex 1 of this Collective Labour Agreement (job grades A to J up to 185 ORBA points).
- d. A person who is employed by the employer under an employment contract as referred to in Article 1 (1) b, who performs a job that is included in or, based on the nature thereof, derived from the jobs in the columns "Cargo Office," "Airside" and "Landside (warehouse)" in the reference grid in Annex 1 of this Collective Labour Agreement.

For the purposes of this Collective Labour Agreement, employee does not mean trainee.

This Collective Labour Agreement also applies to employers based in the EU, the EEA, including Switzerland, who post their employee to the Netherlands within the meaning of the European Enforcement Directive and the Posting of Workers directive and the Dutch Working Conditions of Posted Employees in the EU Act (abbreviated as WagwEU in Dutch). The Collective Labour Agreement provisions as set out in Annex 4 (the core provisions) apply to these posted workers.

When the activities of the posted employees last longer than 12 months, all terms and conditions of employment of this Collective Labour Agreement apply from the thirteenth month onwards, with the exception of provisions, procedures, formalities and conditions of conclusion and termination of the employment contract, including non-competition clauses and supplementary occupational pension schemes. Dutch social security provisions also do not apply to posting.

This 12-month period can be extended to 18 months in accordance with the conditions of Article 2a (5) of the Universal Applicability or Inapplicability of Collective Labour Agreements Act (known as AVV in Dutch) if the work is likely to be completed within the 18-month period.

#### Not applicable to

- 2. This Collective Labour Agreement does not apply to:
  - a. Koninklijke Luchtvaart Maatschappij N.V.
  - b. DHL Express (Netherlands) B.V., DHL Aviation (Netherlands) B.V., DHL Parcel (Netherlands) B.V.
  - The employer that carries out more than 50% of its turnover generating activities within the scope of the Collective Labour Agreement for Aviation Passenger and Baggage Handling
  - d. The employee who:
    - On 31 December 2024 was employed by Menzies World Cargo (Amsterdam) B.V. or Menzies World Cargo (Rotterdam) B.V. and
    - On 31 December 2024, was covered by the scope provision of the Collective Labour Agreement of Menzies World Cargo (Netherlands) B.V. (Collective Labour Agreement No. 3330, for which a Receipt Notification was issued on 5 March 2024) or was bound by an individual agreement to the Collective Labour Agreement of Menzies World Cargo (Netherlands) B.V., and
    - did not explicitly indicate by 31 December 2024, at the latest, at Menzies World Cargo (Amsterdam) B.V. or Menzies World Cargo (Rotterdam) B.V., or their legal successor, by signing the list for participation in the Collective Labour Agreement for (Air) Cargo, that they wish to fall under the new Collective Labour Agreement for (Air) Cargo and thereby waive the provisions of the Collective Labour Agreement of Menzies World Cargo (Netherlands) B.V.

#### Nature of the CLA

3. The Collective Labour Agreement is a standard such agreement. This means that your employer may only deviate from the provisions of this Collective Labour Agreement if this is indicated in the article. Rights arising out of provisions of previous Collective Labour Agreements and/or regulations on employment conditions will lapse when this Collective Labour Agreement comes into force. The provisions of this Collective Labour Agreement will apply in their place and stead. This Collective Labour Agreement will take precedence over any previous such agreement(s) and/or regulations on employment conditions.

#### Dispensation

4. The employer may request permission from the parties to this Collective Labour Agreement to deviate from one or more provisions thereof. The parties to the Collective Labour Agreement will grant such permission only if the employer cannot reasonably be required to apply the provision in question. If the employer wants to make use of this option, he must send a request to the parties to the Collective Labour Agreement via info@wlva.nl. The employer sends along with its request the different regulation he wants to apply instead of the Collective Labour Agreement provision. The parties to the Collective Labour Agreement shall take a decision no later than six weeks after receiving the employer's request. They shall communicate the decision to the employer duly reasoned in writing.

#### **Article 2. Duration of the Collective Labour Agreement**

#### Term

The Collective Labour Agreement shall run from 1 January 2025 to 31
 December 2026. This means that the Collective Labour Agreement shall end on 31 December 2026 without any of the parties thereto terminating it.
 The Collective Labour Agreement provisions shall enter into force on 1 January 2025 unless the relevant provisions specify 1 April 2025 as the effective date.

#### Interim amendments

2. Employees and employers are required to comply with all the arrangements contained in this Collective Labour Agreement.

The parties to the Collective Labour Agreement shall consult with each other in the event of and in connection with a legislative amendment relating to said agreement or of other unforeseen problems or difficulties in implementing this Collective Labour Agreement. Interim requests to amend agreements will be brought before the court only in the event of extreme necessity. Such could be the case in the event of a serious disruption of air traffic.

AVV

3. The parties to the Collective Labour Agreement consider it important that this Collective Labour Agreement be declared generally binding (AVV). If a condition of employment is not declared generally binding by the parties to the Collective Labour Agreement, the parties shall consult with each other on the matter.

#### Hardship clause

4. Each employee shall receive a minimum increase of 6% per worked hour compared with 31 December 2024. This shall be adjusted via a comfort amount, as and where necessary, as stipulated in Article 14. If you can demonstrate to your employer (based on the elements used to determine the comfort amount (see Article 14)) that the 6% increase has not been attained, your employer shall raise the base salary until the minimum percentage intended by both parties is reached.

#### **Article 3. Employment contract**

#### **Employment contract**

 Your employer is required to enter into a written employment contract with you. Your employment contract is subject to the provisions of <u>Book 7</u> <u>Title 10 of the Civil Code</u>.

#### Term

You will be given a fixed-term or open-ended employment contract. When you start work, you will receive a (digital) copy of your employment contract signed by your employer and a (digital) copy of the Collective Labour Agreement.

#### Trial period

When entering into an employment contract, a <u>trial period</u> may apply.
 <u>Article 7:652 (4) of the Civil Code</u> notwithstanding, a trial period of two months shall apply to a fixed-term contract of more than six months and less than two years.

## End of the employment contract

4. Both the employer and employee shall observe the periods of notice from Article 7:672 of the Civil Code when terminating the employment contract.

#### Period of notice On-call worker

5. <u>Article 7:628a (2) and (3) of the Civil Code</u> notwithstanding, a minimum term of 24 hours shall apply to on-call workers.

#### Temporary worker

6. Your employer uses only temporary employment agencies that comply with NEN standards 4400-1 and -2 when hiring temporary employees. Your employer shall agree with the employment agency that the agency grants temporary workers employed in the organisation the same working hours, wages, and other benefits as those applying to employees covered by this Collective Labour Agreement.

#### 2. Labour relations

The WLVA and FNV Luchtvaart consider constructive consultation to be important. Employee participation also plays an important role in this process. The parties shall work on the development of employees, employee participation and the companies on the basis of trust and common interests.

#### Article 4. Obligations of employers and employees

#### **Obligations**

- 1. The employer and the trade union undertake to observe secrecy on any confidential information they have provided each other.
- 2. A full-timer may not enter the service of another company or work as a self-employed person without the prior consent of the employer. The employer must have an objective reason for not allowing ancillary work such as working for another employer or as a self-employed person. The total working time may not exceed that allowed under the Working Hours legislation.
- In compliance with the nature of the Collective Labour Agreement, the employer shall apply the articles as shown in this Collective Labour Agreement.
- 4. If a contract is transferred by a client from one employer to another, and such a transfer affects the order portfolio/work inventory of the departing party, the latter shall always consult with the trade union. This consultation shall take place irrespective of the scope of the contract transfer. During this discussion, the departing party shall inform and consult the trade union about the contract transfer and its potential impact on employment. The departing party shall also explore solutions in this consultation on how to maximise job security for individual employees. The acquiring party shall also be required to participate in a consultation with the trade union aimed at securing employment to the maximum extent, including a transfer of staff whose work pertains primarily to the volume of work involved due to the change of contract.

#### Employer's contribution

5. Until such time as the parties to the Collective Labour Agreement have made further arrangements in a Social Fund, the WLVA shall pay an annual employer's contribution to FNV Luchtvaart of €10.00 per employee, the reference date being 31 December of the previous calendar year.

#### Fixed/flex

6. You can agree a fixed-term or an open-ended employment contract with your employer. Every employee with a fixed-term or open-ended employment contract shall qualify as a permanent employee. Employers shall ensure that at least 80% of their workforce consists of permanent employees.

There is a temporary deviation during the term of this Collective Agreement, in the sense that at least 70% of the people are employed under an employment contract. This is intended to facilitate the build-up, ramp-up and restart of the operations of the companies to the maximum extent possible with the current labour market shortages.

#### **Article 5. Trade union facilities**

#### A: Keeping the trade union informed

Keeping the trade union informed

- 1. Your employer shall arrange a meeting with the trade union for consultations at least once a year to exchange information on:
  - economic progress and prospects;
  - employment and environmental aspects;
  - the approach to absenteeism and disability;
  - Sustainable employability.
- Your employer shall notify the trade union in due course of preparatory plans that may have far-reaching consequences on employment conditions, working conditions or employment. The parties to the Collective Labour Agreement shall accordingly consult with each other to reach agreements so as to deal with the employment conditions and/or consequences for the staff.
- 3. Your employer will disclose data on staff turnover to the trade union once a year.

#### **B:** facilities for executives

- 4. Trade union executives are members, notified as such by the trade union or their designated deputies. An executive of the trade union may be active within the company or location. The form of employment contract or working hours is not relevant for carrying out executive duties.
- 5. The facilities scheme for executives is based on the following graduated scale:
  - for an organisation with fewer than 100 employees: a maximum of 3 executives;
  - for an organisation with 100 to 300 employees: a maximum of 5 executives;
  - for an organisation of 300 and more employees: a maximum of 7 executives.
- 6. Are you an executive of the trade union and delegated on its behalf? Then you get paid time off for meetings, conferences or courses organised by the trade union. Your employer can refuse this request if there are important reasons. If your employer does not allow you to participate in these activities, he must be able to substantiate these important reasons. Your employer must provide a justified explanation to your trade union for refusing to allow you to participate.
  - If you work nights, you are entitled to 8 hours' sleep prior to a trade union meeting. You arrange this in consultation with your employer. If you are off on the day of the trade union leave, you will be paid for the hours requested as trade union leave.
- 7. Your employer and the trade union shall consult on the use of the following facilities:
  - the notice board to announce activities of the trade union or the executives' group;
  - talks or consultations with the trade union and/or the executives' group within the company, but outside working hours;
  - a meeting room for consulting members, for example;

- use of e-mail and the usual digital means of communication.
- 8. Being an executive and thus performing duties for the trade union must not work to your disadvantage for your position. Nor should it be a reason for dismissal.
- 9. If you are a trade union member, your employer will give you the opportunity to offset the trade union contribution for tax purposes, the working expenses scheme permitting. You declare the trade union contribution to your employer. Your employer then pays it net. This provides a tax advantage for you. Upon participation, the taxable wage is reduced by the amount of the trade union contribution.

#### Article 6. Disputes committee, objections and compliance

#### Objections

 The parties to the Collective Labour Agreement shall set up a temporary objections committee to which you may submit objections concerning the transition to and compliance with the sector Collective Labour Agreement.

#### Disputes

2. In the talks to set up a Social Fund, the parties to the Collective Labour Agreement make arrangements on the structural interpretation of a disputes committee.

#### Compliance

3. The parties to the Collective Labour Agreement will draft a compliance clause during the term of this Collective Labour Agreement to enter in force as of 1 July 2025. This will include agreements on how the parties to the Collective Labour Agreement will deal with breaches thereof.

#### 3. Time

An optimal balance between your interests and situation and those of the employer (work-life balance) increases satisfaction and productivity. It is therefore important that you, as an employee, get and take the space to reach suitable (bespoke) agreements with your manager about your working hours, work location and leave. At the same time, it is important for your employer to be able to count on you at times that are important for the company.

#### **Article 7. Working hours**

#### This article shall enter into force on 1 April 2025

Full-time norm

Measured over the year, the employee works his or her average agreed working hours per week. The average working time for a full-time employee shall be 38 hours per week, calculated over the course of a year. Per calculation (payment) period, the average working time per week may deviate a maximum of 20% up or down compared with the average agreed working time per week.

Per calculation (payment) period, working hours may exceed 20% deviation from the agreed working hours in one week and be lower in one week, provided the deviation over the calculation period does not exceed 20%. For a full-timer, the upward deviation may not exceed more than 48 hours in a week. For part-timers, the deviation upwards and downwards in a week may not exceed 8 hours compared to the agreed average working time per week.

The foregoing provisions may be deviated from by mutual written agreement by and between employer and employee. This mutual agreement can be terminated unilaterally by the employer or the employee subject to a period of notice of at least 28 days, or shorter if both sides agree.

#### Article 8. Roster, shifts, calls

#### This article shall enter into force on 1 April 2025

#### A: General

ATW

The Working Hours Act (abbreviated as ATW in Dutch) applies. A summary of the ATW can be found <a href="https://example.com/here">here</a>. If you wish to work in a deviating roster, for example more Sundays than the ATW norm, you can do so in consultation with your employer and provided you give your written consent. In addition, the provisions set out in this article shall specifically apply to this Collective Labour Agreement. The working hours are geared to business processes and the workload profile, based on the efficient deployment of employees whereby the wishes of the employees concerned are taken into account as much as possible.

#### **B**: rosters

Rosters

Rosters are submitted to the employee participation body for approval in accordance with the Works Councils Acts (abbreviated as WOR in Dutch). In a roster, the shifts follow each other forwards as much as possible. Each company shall have a roster committee.

#### C: shift working hours

Per day

1. The minimum working time per shift is 3 hours. The maximum working time per shift is 9 hours.

#### D: night shift

Per night

2. The maximum working time per night shift is 9 hours. If the shift starts after 02.00 am, the maximum working time is 8 hours. You may work a maximum of 10 night shifts per month. More night shifts (in accordance with ATW) are possible on a voluntary basis. You may work a maximum of 5 consecutive night shifts. A longer series (in accordance with ATW) is possible on a voluntary basis.

Night shift for older employees

3. Your employer can no longer require you to work a night shift as of 10 years prior to your basic state pension entitlement age. If you no longer wish to work night shifts from then on, you must inform the HR department at least three months in advance.

The basic state pension entitlement age shall be as follows:

- in 2025: 67 years - in 2026: 67 years - in 2027: 67 years

in 2028: 67 years and 3 months
 in 2029: 67 years and 3 months
 in 2030: 67 years and 3 months

- as of 2031: The age as determined by the minister in any calendar year, based on the General Old Age Pensions Act, which shall apply for five years as of that calendar year.

#### E: rest

Consecutive rest

4. The rest time between consecutive shifts in a 7-day period shall be at least 36 hours unless the roster system occasionally entails a shorter rest time, with a minimum of 32 hours in accordance with the Working Time Act (known by the Dutch initials ATW).

#### F: notification periods

Changes

With the consent of the employee participation body according to the WOR, a new basic roster must be known no later than 28 days prior to the start. A change to an individual roster must be known 7 days in advance at the latest. The employer aims to ensure that scheduled days off in the published roster (which is announced 28 days prior to the start) do not change. If a change is needed within 7 days (7x24hrs) it will be made in consultation with you.

#### **Article 9. Holiday hours**

#### This article shall enter into force on 1 April 2025

Number of holiday hours 1.

You will get 152 hours of statutory holiday hours and 38 extra-statutory holiday hours if you work full-time. <u>Book 7</u>, <u>Title 10 of the Civil Code</u> shall apply when it comes to taking your holidays, the expiry thereof, etc.

Hours to buy/sell

2. You can buy or sell a maximum of 38 non-statutory holiday hours per year, where the value of an hour is equal to your basic hourly wage.

#### **Article 10. Public holidays**

#### This article shall enter into force on 1 April 2025

Time off on a public holiday

Given the nature of the work in the sector, you may have to work on a public holiday. Article 21 applies. If you do not have to work on a public holiday, you are off with retention of your basic salary. If you work part-

time, this principle applies when the public holiday falls on a day you would work based on the roster.

#### Article 11. Time for Time savings scheme

#### This article shall enter into force on 1 April 2025

You can choose whether to cash out or save your time-for-time hours. If you have a negative leave balance, you will automatically save time-for-time hours. You can accumulate a maximum balance of 100 hours for time-for-time savings. Any hours beyond this limit shall be immediately paid out by your employer. If you were employed on 31 December 2024 and are still employed on 1 January 2025, and if you had a balance exceeding 100 hours on 31 December 2024, an exception shall apply.

You may carry over the excess hours until 31 December 2025.

On 1 January 2026, your employer shall pay out the excess at the base hourly wage of December 2024.

#### Article 12. Special leave

#### This article shall enter into force on 1 April 2025

Work and Care Act

1. The provisions of the Work and Care Act apply to you.

**Events** 

- 2. The following also applies:
  - In case of death of partner or child: day of death up to and including the day after the burial/cremation;
  - In case of death of parents, parents-in-law, brother, brother-in-law, sister, sister-in-law: two days;
  - In case of funeral/cremation of parents, parents-in-law, grandparents, grandparents-in-law, brother, brother-in-law, sister, sister-in-law: the day of the funeral/cremation;
  - In case marriage or registered partnership of employee: two days;
  - At the marriage or registered partnership of child, parent, parent-in-law, brother, sister: one day;
  - For the celebration of a 25th, 40th, or 50th wedding/registered partnership and any anniversary after the 50th wedding anniversary of the employee and/or parents and/or parents in-law: one day;
  - For the employee's 25th and 40th anniversaries of service: one day;
  - When the employee moves house: two days.

#### **4.Transition to the Sector Collective Labour Agreement**

This section shall enter into force on 1 April 2025, unless stated otherwise in an article.

#### Article 13. Job grades and salary scales

Position

This Collective Labour Agreement introduces a new job classification structure. The structure is based on the ORBA job evaluation system, and consists of 10 job grades. Each group encompasses roles within a specified range of the job evaluation. The most common jobs are listed in the sector grid (Annex 1). The job manual for this CLA constitutes an integral part of this Collective Labour Agreement. Your job shall be classified according to the job list, placing you into one of the grades A to J.

Salary structure

The salary scales for 2025 and 2026 for these grades are set out in Annex 2.
 These scales indicate the base hourly wage.

The collective salary increase, effective as of 1 January 2025, amounts to €150, and is already incorporated into the 2025 salary structure. Your employer shall increase the salary structure and individual wages by 2% as of 1 January 2026. This has been incorporated in the salary scales in Annex 2.

This structural increase shall apply also if you become an out-of-scale employee due to the implementation of the sector Collective Labour Agreement. It shall remain valid for future collective wage indexations. "Out-of-scale" means that you with your salary exceed the maximum salary scale.

Employment contract up to 12 hours or on-call worker

3. If you work for your employer under an employment contract of up to 12 hours a week or as an on-call worker, you have the option, in consultation with your employer, of an immediate payout of your holiday allowance plus and holiday hours. Your employer calculates this all-in wage by multiplying the basic hourly wage by 1.08 (holiday allowance) and then by 1.1064 (holiday hours).

#### Article 14. Determination of your new salary: base salary and comfort amount

This article is incorporated to consolidate all agreements regarding the transition to the sector Collective Labour Agreement throughout its term. It outlines how your employer determines your salary if you were employed on 31 December 2024 and are still employed on 1 January 2025.

The determination of your new base salary follows a series of successive steps. The steps that your employer takes if you work full time are listed below. If you work part time, adjustments are made proportionally. If the full-time working hours in the company Collective Labour Agreement that applied to you on 31 December 2024 were different from the 38 hours in the sector Collective Labour Agreement, your employer shall apply the steps below proportionally based on your new working hours.

Step 0	Your employer determines your new job classification scale.
Step 1	Your full-time base salary as of 31 December 2024 serves as the reference.
Step 2	Your employer determines the minimum wage level in your previous company
	Collective Labour Agreement. If this amount is lower than the Statutory Minimum
	Wage as at 1 July 2024, your employer shall increase it to the minimum wage level.

Step 3 Your employer shall determine the difference between your old salary and the old

minimum. This amount shall be required by your employer in order to determine your

seniority amount later. (See Step 6).

Step 4: Your employer shall increase your current salary by €150 gross, based on a 38-hour

workweek.

Step 5: Your employer shall use the salary from Step 4 to assign you to the new job

classification/salary scale (see Step 0) for the sector Collective Labour Agreement. If your salary falls below the new scale minimum, your employer shall adjust it upwards

to meet the new minimum for your scale.

Step 6: Your employer shall compare your new salary to the minimum of the new scale. If the

difference is smaller than in the current situation (see Step 3), your employer shall compensate so that the difference between your new salary and the minimum of your new scale is the same in the current situation. We call this the seniority amount in this

Collective Labour Agreement.

Step 7: We shall add this seniority amount to your salary. If this places you above the

maximum of your new scale, we shall recalculate the seniority amount. The seniority

amount can only supplement up to the maximum of the new scale.

Step 8: The salary from Step 7 shall be the basis for the individual salary increase on 1 April

2025, which shall be 2% for everyone in 2025 (see Article 15).

Step 9: Comfort amount

It has been agreed that each employee shall receive a minimum increase of 6% per worked hour compared with 31 December 2024. The salary on 1 April 2025 (Step 8), plus personal allowances, holiday allowance, and supplement for unsocial hours (ORT), shall serve as reference for this comparison. Since there are differences in working hours between the company Collective Labour Agreement and the new sector Collective Labour Agreement, the comparison shall be based on an hourly rate. Any differences in holiday hours, reduced working hours, paid breaks, and seniority-related extra hours shall also be considered.

If the calculated hourly wage increase is below 6% compared with 31 December 2024, your employer shall adjust your new salary so that a positive difference of 6% applies for you as well. This adjustment is called the comfort amount, and is added to your base salary by your employer. Your employer shall apply a correction, i.e. for holiday allowance, and where applicable for the supplement for unsocial hours, (whereby the parties to the Collective Labour Agreement rely on an average percentage of 15%).

Your new salary shall be determined on 1 January 2025, and shall enter into force on 1 April 2025,

#### Article 15. Assessment-dependent growth

#### This article shall enter into force on 1 April 2025

Your remuneration is based on the content of your job. Own responsibility for results and clear expectations between employees and managers around performance are important principles.

The following shall apply for the annual individual salary increase:

5-point scale

 Your employer shall apply an assessment-dependent growth scheme based on a 5-point scale / rating: unsatisfactory, moderate, good, very good, excellent. The assessment criteria and procedure are agreed by the employer with the employee participation body. Increase

2. The individual performance-based increase shall take place on 1 January of each calendar year. The increase percentages are based on the 5-point scale: 0% (unsatisfactory), 1% (moderate), 2% (good), 3% (very good), and 4% (excellent). If there is salary increase under the Collective Labour Agreement on 1 January (Article 13 (2)), the performance-based increase (Article 15 (2)) shall be applied after the increase pursuant to the Collective Labour Agreement of Article 13 (2) has been applied.

There is an exception for 2025: All employees employed on 31 December 2024 who are still employed on 1 April 2025 shall receive a non-performance-based salary increase of 2%. This increase shall take place on 1 April 2025.

As of 2026, you must be employed for at least six months in order to qualify for the individual performance-based increase.

Normal distribution

3. When assessing employees, the employer applies a normal distribution: a maximum of 10% of the employees at the employer can be assessed as unsatisfactory and moderate and a maximum of 20% can be assessed as very good and excellent.

Non-timely assessment

4. The individual raise must take place as of 1 January of the calendar year. The assessment must therefore have taken place in December of the previous year at the latest. In case an assessment has not taken place before 1 April of any calendar year for the previous calendar year, a salary increase will automatically be granted on the basis of a fictitious 'good' assessment. The individual increase shall also be paid retroactively to 1 January of the relevant year.

#### **Article 16. Promotion and demotion**

#### This article shall enter into force on 1 April 2025

Promotion

If you are promoted to a position in one scale higher, you will receive a 3% increase on your former basic salary. If you are promoted to a position two or more scales higher, the increase is 5% of the old basic salary. If you get a promotion, you shall first receive the salary increase as a result of the promotion and then your 'assessment increase' in the new scale as stipulated in Article 15.
 If the new basic salary after the 3% or 5% step is below the minimum basic salary of the salary scale of the new position, the basic salary will still be equal to the minimum basic salary for the new position. The salary is capped at the maximum salary according to the salary scale for the new job grade.

Demotion

2. If you are assigned to a lower position through your own fault, due to incompetence, dysfunction, medical reasons (according to the Eligibility for Permanent Incapacity Benefit Restrictions Act) or at your own request, your employer shall assign you to the lower salary scale effective as of the month following the demotion. If your current base salary is higher than the maximum base salary in the new scale, your employer shall adjust it downwards to the maximum of the new scale.

#### Article 17. Year-end bonus

#### This article shall enter into force as of 2026.

Amount

1. As of 2026, your employer shall pay a year-end bonus of 2.5%, based on the monthly base salary paid between January and December of the respective calendar year.

Start and end of employment

 If you leave your employment during a calendar year, your year-end bonus shall be based on the monthly salaries paid in that calendar year. Your employer shall include the bonus payment in your final settlement.
 If you start working later in a calendar year, you will get a year-end bonus based on monthly salaries paid in that calendar year.

#### Article 18. Holiday allowance

#### This article shall enter into force on 1 April 2025

Amount and period

You get a holiday allowance of 8% on the basic salary. This is calculated over the period from 1 June to 31 May. Article 16(2) of the Minimum Wage Act (abbreviated as WML in Dutch) applies to the subject of holiday allowance.

The basic salary does not include bonuses and (other) allowances; therefore, no holiday allowance is calculated. This shall be otherwise only if an article about an allowance explicitly states that the holiday allowance is included in that allowance.

You receive the holiday allowance at the same time as your salary payment in May.

Type of hours/allowance	Accrual of holiday allowance	Remuneration is inclusive/exclusive of holiday allowance	Building up holiday hours	Remuneration is inclusive/exclusive of holiday hours
Normal working hours	Yes	Exclusive	Yes	Exclusive
Overtime/overtime bonus	Yes	Inclusive	n/a	n/a
Supplement for unsocial hours	Yes	Inclusive	n/a	n/a

## 5. Supplements

In the sector you work in, there are peaks in work that require extra effort and we also work during unsocial hours. This extra effort is rewarded through various supplements that you will find in this chapter.

#### Article 19. Extra work

#### This article shall enter into force on 1 April 2025

Overtime	1.	If you work more hours than you are rostered by order of your employer, these are overtime hours.		
Getting ahead	3.	Getting ahead on the work of up to 15 minutes is not counted as extra work. The hourly wage will however be paid on these minutes on a prorated base.		
Calculation period	4.		period is the period over which overtime is calculated. This is or 1 month in this sector.	
Remuneration	5.	For overtime, you receive 22.5% on top of your basic hourly wage. This allowance includes the holiday allowance. It is calculated over the basic hourly wage and is in addition to any supplement for unsocial hours.		
Payment	6.	Your overtime shall be paid in the period following the period in which it was put in.		
Overtime for older				
employees	7.	Your employer cannot order you to work overtime as of 10 years prior to your basic state pension entitlement age. If you do not want to work overtime, you must inform the HR department at least three months in advance.  The basic state pension entitlement age shall be as follows:		
		The basic state p	sension endicinent age shall be as ronows.	
		- in 2025:	67 years	
		- in 2026:	67 years	
		- in 2027:	67 years	
		- in 2028:	67 years and 3 months	
		- in 2029:	67 years and 3 months	
		- in 2030:	67 years and 3 months	

- as of 2031:

The age as determined by the minister in any calendar

year, based on the General Old Age Pensions Act, which shall apply for five years as of that calendar year.

#### **Article 20. Supplement for unsocial hours**

#### This article shall enter into force on 1 April 2025

Normal working time

The normal working time is Monday to Friday from 07:00 am to 7:00 pm. If work outside this normal working time, you will receive an extra allowance known as the supplement for unsocial hours.

Monday to Saturday
7:00 pm to 12:00 midnight: 27%
Monday to Saturday
12:00 midnight to 7:00 am: 40%
Saturday
7:00 am to 7:00 pm. 25%
Midnight to midnight: 40%

This supplement for unsocial hours includes the holiday allowance. This is a supplement based on the base hourly wage, which your employer pays on top of your normal base hourly wage.

Your employer then pays the supplement for unsocial hours monthly. The amount of this supplement per month shall be determined by your employer as follows: a percentage is applied per three-month period which is determined retrospectively based on the shifts you actually worked. For example: based on the actual shifts you worked in January, February, and March, you receive a supplement for April, May, and June. Your employer shall repeat this calculation every three months, so as that you can have some stability in the total supplement.

If you are off work or sick on one day, your scheduled shift shall be counted as a worked shift.

This three-month period shall also be used by your employer to calculate the supplement for unsocial hours during holiday leave or sick leave.

#### Article 21. Public holidays

This article shall enter into force on 1 April 2025.

Working on a public holiday

If you have to work on a public holiday, Article 20 does not apply; instead, for each hour worked, you will receive a public holiday supplement of 100% of your basic hourly wage on top of your basic hourly wage

#### **Article 22. Shifted hours**

#### This article shall enter into force on 1 April 2025.

To change your scheduled shift within 72 hours before it is to start, the employer must discuss the issue with you. If your shift changes within 72 hours, you shall receive a supplement. This supplement shall amount to 50% of your base hourly wage per hour that has been altered compared with the original shift hours. Only the hours actually worked shall be counted to calculate the supplement for unsocial hours (Article 20), not the supplement for changed hours. Example: If a morning shift is changed to a night shift within 72 hours, you shall receive 150% per hour for the changed hours. Your employer shall determine your supplement for unsocial hours based on the shifts you actually worked (see Article 20). In this example, the hours of your night shift shall count toward calculating your supplement for unsocial hours for the next three months.

Your employer shall not pay this supplement if:

- You are incapacitated for work.
- A shift changes at your request.
- You swap shifts with a colleague by mutual agreement.

#### 6. Allowances

To enable you to perform your job to the best of your ability, your employer reimburses expenses you incur.

#### **Article 23. Commuting expenses**

This article shall enter into force on 1 April 2025, unless stated otherwise in an article.

Travelling by car	1.	If you go to work by car, you shall receive a commuting allowance of €0.23 per kilometre for a maximum of 50 km per day worked (maximum 25 km one way). Your employer shall decide once, in consultation with the employee participation body, or the ANWB route planner or Google Maps will be used for all employees to determine the mileage.	
Travelling by public			
transport	2.	If you go to work by public transport, you shall receive an allowance of up to €16.20 per shift worked. The actual allowance is determined on the basis of the ticket you submit to your employer.	
Disbursement	3.	The travel allowance is paid net, as long as this is permissible for tax purposes.	
Combination	4.	The use of multiple modes of transport is allowed. Travel expenses for only one mode of transport can be claimed per day. The total reimbursement from Clause 1 and Clause 2 shall be proportional to the number of days different modes of transport have been used.	
Exchange	5.	The employer makes it possible for you to use the tax-deduction space for commuting in exchange for gross salary.	
Parking	6.	As of 1 January 2025, your employer shall reimburse your parking costs incurred for work within the sector. Each company shall agree on a policy for practical implementation (such as reimbursement requests or other methods).	

#### Article 24. Meal allowance

#### This article shall enter into force on 1 April 2025.

If you work more than 9.5 hours per shift (including overtime), your employer shall pay you a meal allowance equal to standard amount for a meal in the canteen as published by the Tax Administration (2005; €3.95 per meal).

#### **Article 25. Other allowances**

This article shall enter into force on 1 April 2025.

	·
Death allowance	If you die, your next of kin are entitled to a death allowance. Your next of kin is your partner. If there is no partner, then your children are your next of kin. If there are none, your survivor is the person with regard to whom you largely provided for the living expenses and with whom you lived in a family relationship. The death allowance consists of your monthly salary for the remaining part of the calendar month of death plus the two following calendar months. This amount is reduced by any benefits under social insurance legislation that your next of kin receive in the event of your death.
Trainer Allowance	This allowance shall apply only if training is not the primary task of your job.

The allowance shall amount to €65.00 gross per month and €6.00 gross per

day on which you, as an employee, perform training activities as a certified trainer.

First Aid and Emergency Response Allowance

An active and certified emergency responder and first-aid provider shall receive €14.65 gross per month.

Incentives

Each employer shall have the possibility to agree to incentives of at most one base salary per year (as defined in this Collective Labour Agreement). A fixed year-end bonus or 13th-month salary cannot be considered an incentive.

Jubilee allowance

Every employer shall have the possibility to agree to an anniversary payment in the form of a one-off remuneration for 12.5, 25 and/or 40 years of service.

Allowance for temporary substitution

If you temporarily fill a higher position for more than three months, you are entitled to an allowance over this entire period. The allowance is equal to 3% of your basic salary if the position is graded one scale higher than your own. The allowance is equal to 5% of your basic salary if the position is graded two or more scales than your own. If you perform only part of the job for a period longer than three months, you shall receive the allowance proportionally.

#### 7. Sustainable employability and health

The parties to the Collective Labour Agreement consider it important to safeguard and bolster the sustainable employability of healthy and well-functioning employees. Healthy and well-functioning employees have a stronger position on the labour market. Wise choices throughout their careers contribute to employees being healthy and well-functioning even at an older age. The parties to the Collective Labour Agreement consider it important for employees to be able to make choices that match their needs. Those needs may change at different stages of life. The Collective Labour Agreement contributes thereto by providing facilities that offer room for customisation, so that you can make suitable choices.

#### Article 26. Training and development

This article shall enter into force on 1 April 2025.

#### Contribution

to tuition fees

For the allowance for tuition, the employer distinguishes the following categories of studies:

- 1. training courses in which you will participate at the request of your employer;
- 2. training courses in which you wish to participate, for which you submit a request to your employer to be allowed to participate, these can be divided into:
  - a. training courses of direct relevance to your work;
  - b. training courses of a complementary nature.

In principle, the allowance is as follows:

- 3. courses falling under 1. and 2.a are 100% reimbursed by your employer;
- 4. courses falling under and 2.b are 50% reimbursed by your employer.

  The following terms and conditions shall apply to courses that fall under Clause 2.b.

Refund

If you leave employment at your own request or are dismissed due to an urgent reason attributable to you, the following repayment scheme applies insofar as repayment in accordance with the relevant legislation may also be at issue:

- Departure within one year of completion of the course 100%;
- Departure after one year of completion of the course 75%;
- Departure after two years of completion of the course 50%;
- Departure after three years of completion of the course 25%.

You will be informed by the HR department as to whether a refund actually applies to you.

#### **Article 27. Incapacity for work**

This article shall enter into force on 1 April 2025.

 You may not be able to work fully or to put in the agreed working hours due to illness, pregnancy or childbirth. In such a case, the statutory provisions shall apply.

#### Disbursement

2. Your employer will pay you a total (cumulative) amount of 170% of your basic salary in the first 104 weeks of incapacity for work, plus the average of the fixed allowances under this Collective Labour Agreement that apply to you. The calculation method from Article 20 shall apply to the

payment of your irregular hours allowance. The employer determines how to divide the 170% over the 104 weeks in consultation with the employee participation body. Your employers shall always pay at least 70% of your base salary, increased by the average fixed allowances paid to you under this Collective Labour Agreement, and during the first 52 weeks, at least the statutory minimum wage applicable for you. Your employer may deviate from this for your benefit, including in combination with a bonus scheme. Your employer will discuss this too with the employee participation body.

Reintegration

Your employer pays you 100% of your basic salary, plus allowances if applicable, for the hours you work as part of your reintegration.

Work and Income according to Labour Incapacity Act 3.

If, after 104 weeks of incapacity for work under the Work and Income according to Labour Incapacity Act (WIA), you receive a disability assessment of less than 35% and continue working for the remaining percentage, you cannot be dismissed due to this incapacity for work. If this situation applies to you, you shall retain 100% of your base salary, plus any fixed allowances that apply under this Collective Labour Agreement.

#### Article 28. Generation scheme

This article shall enter into force on 1 April 2025.

Target group

An employee can make use of the generation scheme as of the age of 60 if
this is also possible from a business perspective at that time. If you wish to
avail yourself of the generation scheme, you must inform the HR
department at least three months in advance.

Scheme contents

2. The employee can choose between an 80, 90, 100 scheme or a 60, 80, 100 scheme. This means that the employee will work 80% with 90% continued payment of his or her basic salary and 100% pension accrual, respectively, or 60% with 80% continued payment of his or her basic salary and 100% pension accrual.

The full scheme is shown in Annex 3.

#### **Article 29. Early Retirement Scheme**

As of 1 January 2025, employers and employees may agree to apply the early retirement scheme pursuant to the current legislation. The Parties to the Collective Labour Agreement shall discuss in 2025 the implementation of the early retirement as of 1 January 2026. This discussion shall be conducted once more details on national agreements and legislation become available.

## Annex 1. Job manual

The most common job descriptions and the job ranking from the ORBA job manual for this CLA are shown below. The complete job manual is available from the parties to the Collective Labour Agreement.

Functiegroep	Cargo Office	Airside	Landside (warehouse)	Staf
J 165 - 184		02.06 - Loadmaster (166)		
l 145 - 164	03.04 - Leidinggevende cargo office (156) 03.05 - Medewerker douanezaken (153)		01.06 - Single point of contact (SPOC) (147) 01.07 - Leidinggevende warehouse (149)	04.01 - Praktijkopleider (155)
H 125 - 144	03.01 - Allround medewerker cargo office (133)	02.02 - Voorman ramp handling (126)		04.03 - Personeelsplanner (135) 04.04 - Praktijktrainer (on the job) (128)
G 105 - 124	03.03 - Special cargo checker/dangerous goods checker (120)	02.03 - Pushbacker/sleper (105) 02.05 - Transportcoördinator (106)	01.05 - Voorman warehouse (107) 01.09 - ULD coördinator (121)	04.02 - Administratief medewerker (106)
F 85 - 104			01.04 - Freight builder (86)	
E 70 - 84	03.02 - Medewerker tracing (74)	02.01 - Ramp agent (73)	01.02 - Allround warehouse medewerker (73)	
D 55 - 69		02.04 - Vrachtrijder (60)	01.03 - Deurmedewerker (62) 01.08 - ULD medewerker (63)	
C 40 - 54			01.01 - Warehouse medewerker (51)	
B 25 - 39				
A 0 - 24				



## **JOB MANUAL**

# Sector Collective Labour Agreement for (Air) Cargo / WLVA

2025



#### 1. Introduction

This manual provides all the necessary information to classify jobs within the sector on the job grid of the sector Collective Labour Agreement. It applies to organisations affiliated with the Employers' Association for Cargo (hereinafter referred to by the Dutch initials: WLVA). The manual includes 24 profiles of key jobs in (Air) Cargo at Schiphol Airport, known as reference jobs in the sector. A reference job serves as a benchmark so that companies can compare their company jobs for a structured classification. The annex comprises various tools to support employers in developing accurate job descriptions and classifying jobs in the job grid.

#### How was the sector grid created?

To establish a sector grid, the WLVA chose the ORBA methodology, managed by the AWVN.

First, the AWVN mapped the most characteristic jobs in the sector, through workplace visits and discussions with employees and managers. This provided a detailed understanding of company processes, work structures, and job content. The AWVN created job descriptions for reference jobs on the basis thereof, in close consultation with employers and employees.

Once the descriptions were finalised, the level of the reference jobs was determined using the ORBA job evaluation methodology. The sector framework was developed in consultation with job evaluation specialists from the trade union concerned (FNV).

#### Are you an employer?

Employers can use the job manual to classify their company jobs within the job grid of the sector Collective Labour Agreement. If a company job matches a reference job, employers can adopt the classification of that reference job. If a company job does not match with a reference job, you can use the step-by-step plan (see Chapter 2) to classify the job within the job structure of the sector Collective Labour Agreement. The job profiles of the reference jobs (see Chapter 5) and the sector job grid (see Chapter 4) serve as a benchmark for this process. You can determine the appropriate job grade for your company's specific jobs by comparing with reference jobs.

#### Are you an employee?

The job manual provides insight into how the employer classifies jobs within the job grid of the sector Collective Labour Agreement. If you disagree with the classification of your job, you can use the objection and appeal procedure (see Chapter 3).

#### The ORBA© method

The ORBA© method was used to create the job grid for the sector. The AWVN owns the ORBA© method and as system holder is responsible for the correct and consistent application thereof in practice. The AWVN has made agreements about this with job evaluation experts from the trade unions. More information about the ORBA© method is posted on <u>our website</u>.

#### Collective Labour Agreement for (Air) Cargo

This job manual is part of the Collective Labour Agreement for (Air) Cargo.

#### 2. Job classification

You are an employer and want to classify a job specific to the company responsibly into the correct job grade within the job grid of the sector Collective Labour Agreement.

The employer shall follow these steps when classifying jobs:



Define the content of the company job. You can use the format for a job profile (see Annex 1) and the guidelines (see Annex 2). Involve both the manager and the employee(s) in creating the job profile. Once approved by the manager, you can proceed to Step 2.



Select one or two broadly comparable reference jobs from the job grid.



Compare the company job to be classified with the reference job(s), and identify, assess, and justify the differences.



Classify the company job in a job grade.



Inform the employee(s) about the job classification and provide the job profile.



#### Define the content of the company job.

To classify the job correctly, it is important to get a clear picture of the tasks and responsibilities of the job and enter them in a job description.

Address the following questions:

- What are the main tasks of the position?
- · What tasks does the job entail?
- What responsibilities and authorities come with it?
- What influence must the job holder exert over others, internally and possibly externally?
- Who does the employee report to?
- Where applicable, who does the employee manage, and how many full-time equivalents (FTEs)?

The employer can use the ORBA format (Annex 1) and its explanation (Annex 2) for the content of the position in the job description. The employer should involve the manager and, if necessary, the employee(s) in creating the job profile.



### Tips

- Examine (similar) reference jobs.
- Examine profiles of other jobs within your organisation to gauge relationships and avoid overlapping activities and responsibilities (shared responsibility = no responsibility: only one position should have final accountability).
- Look at vacancy texts. These often describe important activities and responsibilities.
- Involve one or more employees in drafting the job profile. This can help create and clarify expectations as well as to accepting of the level.



#### Select one or two broadly comparable appropriate reference jobs from the job grid.

Once all activities and responsibilities of the company job have been documented, compare them with the activities and responsibilities of the reference jobs that exist within the same professional field (or any related fields). Select the reference jobs that are most similar to the job to be classified in terms of content. Record selected reference job(s) you have selected You can use the classification form in Annex 4.



 When searching for appropriate reference jobs, consider also jobs from other departments or disciplines. Even if some reference jobs differ in content, they might share similarities in nature (e.g., operational, administrative, or coordinating) and could serve as useful comparison material.



#### Compare the company job to be classified with the reference job(s)

Analyse the differences between the job to be classified and the reference job(s) and enter them on the classification form. These differences may pertain to job content, level, or context of the work. Identify the key distinctions between the job and the chosen reference job(s), and clarify whether these differences make the company job (clearly) lighter, (clearly) heavier, or of roughly the same level compared with the reference job.

## **Tips**



- Use the guiding questions in the classification form (Annex 4).
- Refer to the explanation of the ORBA methodology for inspiration (Annex 3).



#### Classify the company job in a job grade.

Now draw on this analysis to determine whether the job should be placed in the same, a higher, or a lower job grade compared with the reference job(s). Use the classification form (see Annex 4) to document the classification.

A number of situations may arise:

#### A. There are no or hardly any differences

Are there no or hardly any substantive differences between the company job to be classified and the reference job and/or do the substantive difference have no or hardly any connection with the core activities and responsibilities? If so, there is no or hardly any equivalent difference between the company job to be classified and the reference job. This occurs when the job to be classified is approximately equivalent the reference job across all key aspects of the ORBA system. The employer then places the company job in the same job grade as the reference job.

For roles where there is no or hardly any difference in level compared with the reference job, the classification process tends to be quicker—the company job is already closely aligned in level with the reference job, whose level is predefined in the job grid.

#### B. There are some differences

Are there a few differences between the company job and the reference job, but are you uncertain about the level? This might occur for instance if the job to be classified is heavier or lighter in only one or a few key characteristics of the ORBA system than the reference job.

The employer then relies on the ORBA score of the reference job and the range of scores within the job grade to assess where the reference job is situated in the job grade (including relative position of the reference job in the job grade). Based on the position of the reference job in the job grade and the (differences in) the core activities and responsibilities, the employer determines whether the job should remain in the same grade or be placed in a higher or lower job grade. This can be illustrated with three examples:

#### Example 1

The reference job is at the higher end of its job grade, and the company job to be classified is heavier in one key characteristic of the ORBA system. As the essence of the company job to be classified is different, the employer decides to place the organisation job to be classified in a higher job grade.

#### **Example 2**

The reference job is at the higher end of its job grade, and the company job is heavier in one key characteristic of the ORBA system than the reference job. The nature of the organisation job nonetheless remains largely the same. The employer decides to place the organisation job to be classified in the same job grade.

#### Example 3

The reference jobs are at the low end of its job grade, and the organisation role to be classified is heavier in one or two key characteristics. As the core activities and responsibilities are about the same, the organisation job to be classified is expected to be higher in the job grade, but this does not lead to a classification in a higher job grade. The employer decides to place the organisation job to be classified in the same job grade.

#### C. There are clear differences

Are there many differences between the job to be classified and the reference job? Compare the role with several reference jobs suitable for comparison. Determine which reference job is most similar to the job to be classified by nature and level and classify the job. This may be the classification of the reference job, but it can also be one job grade higher (if the business role is clearly heavier) or one job grade lower (if the business role is clearly lighter).

#### D. There are major differences

In rare cases, there may be no suitable reference role available for a job to be classified. In such a situation, you can opt to submit the profile of the company job to the AWVN, which will then provide a classification recommendation based on an ORBA© evaluation.



#### Inform the employee about the job classification

Let the employee(s) know in writing in which job grade you are classifying their job. It is essential for the employer or manager to explain the classification and reasoning behind it. Provide at least the following information:

- the employee's job;
- the job grade in which you have classified the job;
- a description of the job;
- the reasoning behind the classification;
- the salary implications for the employee;
- a reference to the relevant objection and appeal procedure.

If an employee believes that his job belongs to a different job grade, the employee can then file an objection. Chapter 6 sets out the objection and appeal procedure for employees. An internal objection procedure can be handled at the company level.

#### Maintenance procedure

Jobs may evolve over time, or new roles may emerge due to organisational changes or technological developments. It is consequently crucial to pay attention to keeping job classifications up to date, e.g. by regularly reviewing the content of job profiles with employees and their managers. It is recommended to agree on a maintenance procedure for the job grid in consultation with the works council. When jobs change, the designated officer or classification committee should evaluate these changes and, if necessary, reclassify the job. Incidentally, an employee should also be able to indicate that he or she thinks that the content of his or her job has changed so much that it should be reclassified.

## 3. Objection and appeal procedure (for employees)

If you do not agree with the classification of your job, you can lodge an objection. The objection and appeal procedure as it is known comprises three stages:

Step 1

Consult your supervisor.



If this does not resolve your objection, send a letter to your employer to initiate the objection process.



If this does not resolve your objection, you can lodge an appeal. Send a letter to the Dispute Committee.



#### Consult your supervisor

If you disagree with the description and/or classification of your job, first consult with your superior. Submit a written request to your superior to explain the description or classification of your job. The manager can involve HR as and where necessary.

If, after the explanation, you agree with the description/classification, the classification of your job is final. If after the explanation you still do not agree with your role profile/classification after the



explanation, go to step 2.

#### Send a letter to your employer

Send a letter to your employer (HR) within four weeks of the announcement of the classification result. In that letter, state your wish to reconsider the profile and/or classification of your job and provide substantiation. The employer will announce his decision in writing within two months. The employer will process the objection according to the agreed internal objection procedure.

- Is the decision in your favour? Then your employer will reclassify your job. You will receive a new classification decision.
- Did the decision go against you? The employer must justify why the job profile and classification will not be adjusted.
- If you still do not agree with your classification after the explanation, go to step 3. Please note: This applies exclusively to objections against the classification of the job. Objections against the description of the job (the job profile) can be resolved only internally.



#### Send a letter to the Dispute Committee

If you still do not agree with the classification of your job after receiving the internal objection decision, you may submit an appeal to the Dispute Committee within four weeks of receiving said decision. You must lodge an appeal in writing with supporting documents to the committee. Said committee will inform a job evaluation expert from the trade union and an expert from the AWVN of the appeal, whereupon the appeal will be dealt with jointly. The decision will be communicated by the disputes committee to both parties in writing in the form of an opinion. If the employer and employee state that they have no objection to the appeal before it is dealt with, the recommendation is binding. The external handling of the objection will take place within a period of three months from the submission of the written objection.

#### **Annex 2. Salary scales**

The following salary scales were in force in 2025:

#### Loongebouw per 1 januari 2025 (incl. €150 per 1/1/2025)

	uurk	oasis	maandbasis	
Groep	MIN	Max	MIN	Max
Α	€ 15,97	€ 18,81	€ 2.629,73	€ 3.097,39
В	€ 15,97	€ 19,08	€ 2.629,73	€ 3.141,85
С	€ 16,11	€ 19,64	€ 2.652,79	€ 3.234,06
D	€ 16,25	€ 20,47	€ 2.675,84	€ 3.370,73
E	€ 16,67	€ 21,44	€ 2.745,00	€ 3.530,46
F	€ 17,22	€ 22,69	€ 2.835,57	€ 3.736,29
G	€ 17,92	€ 24,22	€ 2.950,83	€ 3.988,23
Н	€ 18,75	€ 25,89	€ 3.087,51	€ 4.263,23
ı	€ 19,86	€ 27,97	€ 3.270,29	€ 4.605,74
J	€ 21,11	€ 30,61	€ 3.476,12	€ 5.040,46

If the basic hourly wage falls below the statutory minimum due to an increase in the statutory minimum wage, you are entitled to be paid the statutory minimum hourly wage.

The following salary scales shall apply as of 1 January 2026:

#### Loongebouw per 1 januari 2026 (incl. 2% per 1/1/2026)

	uurb	asis	maandbasis	
Groep	MIN	Max	MIN	Max
Α	€ 16,29	€19,19	€ 2.682,33	€ 3.159,33
В	€ 16,29	€19,46	€ 2.682,33	€ 3.204,68
С	€ 16,43	€20,03	€ 2.705,84	€ 3.298,74
D	€ 16,58	€20,88	€ 2.729,36	€ 3.438,15
Е	€ 17,00	€21,87	€ 2.799,90	€ 3.601,07
F	€ 17,56	€23,14	€ 2.892,28	€ 3.811,02
G	€ 18,28	€24,70	€ 3.009,85	€ 4.068,00
Н	€ 19,13	€26,41	€ 3.149,26	€ 4.348,49
I	€ 20,26	€28,53	€ 3.335,69	€ 4.697,85
J	€ 21,53	€31,22	€ 3.545,64	€ 5.141,27

If the basic hourly wage falls below the statutory minimum due to an increase in the statutory minimum wage, you are entitled to be paid the statutory minimum hourly wage.

#### Annex 3. Generation scheme (valid as of 1 April 2025)

#### Application period and starting date

As an employee, you can apply to your employer to avail yourself of the generation scheme. There is a minimum of three months between the application date and the participation date. This means that you must always submit your application to your employer at least three months before the intended effective date.

#### Starting age and working hours

You can reduce your working hours to 80% or 60% of the original working hours as of the age of 60. You will subsequently leave employment and retire in full.

#### Basic salary and pension accrual

You will receive 90% or 80% of your basic salary. During this period, pension accrual will continue at 100% (while maintaining the premium deduction at 100% working hours).

#### Consent of the employer

Participation in the Generation Scheme at the envisaged time is possible only with the prior written consent of the employer. If participation in the Generation Scheme leads to major negative operational or implementation problems, the employer can postpone the effective date to a maximum of three months after the originally intended effective date.

#### Part-time contract

If you work part-time, you may use the Generation Scheme proportionally.

If you work full-time and avail yourself of the scheme, you will become a part-timer and your employer will adjust your employment contract. Your terms of employment, such as the accrual of your holiday hours and the commuting allowance, are adjusted proportionately. Terms of employment that are based on your basic salary, such as holiday allowance, are applied in this scheme on the basis of 90% or 80%.

#### **Duty roster allowance**

The starting point when using the scheme is that you participate in the roster pattern that applies to employees with comparable hours.

#### Incapacity for work

Admission to the scheme is possible only if you are fit for work. Employees who are unfit for work at the start of the scheme cannot participate in it as long as they are unfit for work.

#### **Financial consequences**

Participation in the scheme may have financial/tax consequences. The employee who wishes to participate is expressly made aware of these possible consequences by the employer and is advised to consider them carefully.

The employee who wishes to participate receives what is known as a gross/net calculation in which the financial consequences of participating in the scheme are clarified.

#### Organisation of the roster pattern

The employer realises that the introduction of the scheme will require shifts to be organised differently and rosters to be adjusted, for instance. You should realise that you may be placed in a different roster pattern as a result of participating in the scheme.

The arrangement of the roster pattern should be worked out further in consultation with the employee. Under the Generation Scheme, the employer shall request overtime work only in exceptional cases.

#### Written records

At the start of participation in the scheme, agreements about the retirement date and thus the end of the employment contract are made between you and your employer and set in writing. You agree on the date on which the employment contract is to end. If you go back on this at a later date, your employer is entitled to recover in full the costs incurred and the wages that continued to be paid during the reduction of working hours.

#### Reallocation

Your employer shall in principle reallocate the vacated working capacity, where possible with young people. The timeframe and extent of the reallocation are at the discretion of the employer and depends partly on participation in the scheme and market developments.

#### **Statutory changes**

If legal changes affect the aforementioned elements of the Generation Scheme and (threaten to affect) employers, employees or the trade union adversely, the parties to the Collective Labour Agreement shall enter into consultations in order to find a suitable solution.

## Annex 4. Core provisions of the Collective Labour Agreement for (Air) Cargo Sector

In the run-up to AVV (General Binding Declaration), the WagwEU (Posted Workers in the European Union (Working Conditions Act) shall apply in this context.