# Final offer AKSV for a new collective labor agreement for the convenience food industry

#### **Duration**

We propose a duration of 15 months. From 1 April 2025 to 1 July 2026.

## Wages

We propose to increase the wages for employees classified in salary scales A to H listed in Annex B (Salary Table) by a total of 4.25%. This increase will take place as follows: 3.5% from 1 April 2025 and an additional 0.75% with effect from 1 January 2026.

The salaries of employees not classified in scales A to H will not be increased. Adjustment of their salaries is at the discretion of the employer.

## Start-up scale

We propose to reduce the maximum duration that a new employee can be classified in the start-up scale from 1 year to 9 months. In addition, we propose to emphasise in article 15.6 that an employee "may" be classified in the start-up scale.

## Article 15.6 would then read as follows:

As an employee or temporary worker, are you new to the Convenience Food Industry and are classified in job scale A? Then your employer can place you in a special wage scale: the start-up scale. In that case, you will be in the start-up scale for a maximum of 9 months. The start-up scale is in Appendix B of this CAO.

# BBLs and holiday workers

We propose to lower the maximum age of the pay scale for BBLs and holiday workers to 19 years.

## **Fuwa**

We propose to implement the new ORBA job manual from 1 January 2026. To properly implement the job manual, we propose the following arrangements:

- We propose to agree on a deadline (in consultation) by which everyone must be reclassified according to the new job manual.
  - This will result in a classification decision that can be appealed.
- 2. The new job manual is part of the collective labour agreement.
- 3. The objection and appeal procedure is open to everyone. The handbook talks about a central appeals committee, but we propose that everything should go through the Permanent Committee.
  - The Permanent Committee engages ad hoc job evaluation experts from AWVN and trade unions to handle appeal cases and advise the committee.
- 4. We propose to include the following arrangement in Articles 17 and 18 of the collective agreement:
  - Update results in a higher classification:
    - The employer determines the new wage in this way: It compares the wage the employee earns now with the wages in the new wage scale. The employer chooses the wage that is as close as possible to the wage the employee earns now, but never lower than the wage the employee earns now.

• Update results in a lower classification:

The employer sets the new wage like this: It compares the wage the employee earns now with the wages in the new wage scale. The employer chooses the wage that is as close as possible to the wage the employee earns now.

If the new classification results in a lower wage, the difference is converted into a personal allowance, which expires after 24 months.

After updating the job grading, the salary corresponding to the new job classification is applied immediately if it is higher than the current salary. If the new classification results in a lower wage, the difference is converted into a personal allowance, which lapses after 24 months.

## Pension accrual during additional parental and birth leave

We propose that the agreement made on 6 June 2024 in the mandated consultation New Pension Scheme that additional parental and birth leave is pensionable, be included in the collective agreement.

#### **RVU**

We propose to extend the current RVU scheme until 31 December 2025. This scheme will be replaced on 1 January 2026 by a new scheme agreed before then by social partners in the Convenience Food Industry. This new scheme applies to the same target group as the current scheme (scope and number of years in service) for as far as they meet the differentiated criteria for heavy work set by social partners in the new scheme.

#### **Overtime**

We propose to amend the definition of overtime in the collective agreement as follows: For each shift, overtime occurs when more than 15 minutes extra than stipulated in the schedule are worked. These extra 15 minutes can be offset against minus hours during the week. On a weekly basis, overtime occurs when more than the employee's normal working hours for the same week are worked.

## Overtime part-time employees

The Court of Justice has ruled that an employer may not discriminate between full-time and part-time workers with regard to overtime pay. A part-time worker must receive overtime pay equal to full-time workers on all hours above their contract hours. We propose to amend the collective agreement in line with this ruling. This will remove the overtime provision.

# **Phase-out shift bonus**

AKSV proposes to leave variant A in Article 23.2 and to delete B. This will remove the separate provision for employees older than 57 years. An equal phasing-out regime will thus apply to all employees. AKSV proposes dropping the distinction between employees aged 57 or younger and employees older than 57.

Article 23.2, first paragraph, is amended as follows:

Consequences shift bonus when working at other times

- If you start working day shifts at your own request or through your own fault and you are younger than 57 years of age, you will no longer receive a shift bonus.
- Are you younger than 57 and you start working in the day shift or a lower-paid shift because the employer wants you to? And is therefore not due to yourself? Then the phasing-out variant A below applies.
- Are you older than 57? Have you worked shifts for three years or more? And are you now going to work the day shift at your own request or through your own fault? Then the reduction variant A below applies.

 If you are 57 years of age or older and are transferred to day shift or lower paid shift work other than by your own request or your own fault, then phasing-out variant B applies which is below.

#### **Duty roster**

For companies with a seasonal pattern and producers of ultra-fresh products, it is almost impossible to publish a binding duty roster four weeks in advance. We propose to include in Article 8.3 that for these companies it is an indicative roster. The employer will announce the final times **three weeks** in advance.

# **Notice period**

We propose to revise the notice periods for termination of employment by the employer and to be in line with the statutory provision.

The notice period will thus become as follows:

The notice period to be observed by the employer in the case of an employment contract that on the day of termination:

- Shorter than five years: one payment period (one month or 4-week period).
- Five years or longer, but has lasted less than 10 years: two payment periods (two months or 4-week periods).
- Ten years or more, but has lasted less than 15 years: three payment periods (three months or 4-week periods).
- Fifteen years or more has lasted: four payment periods (four months or 4-week periods).

## Internship allowance

All MBO, HBO and WO students doing an internship for their studies deserve an appropriate internship allowance. We therefore propose to include in the collective labour agreement that MBO, HBO and WO students receive an internship allowance of €500 per month.

## **WGA Benefit Insurance**

We propose to review the commitment in Article 44 of the CBA and at least bring it in line with current legislation and the actual available insurance policies and conditions for this purpose currently available in the market. The parties aim to come up with a concrete proposal by 1 January 2026.

# Retain agreement on trade union membership fees

We agree to retain agreements made for the trade union membership fees: the free space in the work-related costs scheme is used for this purpose.