

# **Collective Agreement for Service Stations and Car Wash Companies**

## **1 April 2025 – 31 December 2026**

### **Parties**

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*This translation of the 2025-2026 Collective Agreement for Service Stations and Car Wash Companies (cao Tankstations en Wasbedrijven 1 april 2025 – 31 december 2026) is meant as a service to non-Dutch-speaking employees and has been prepared with the utmost care. However, the parties to this collective agreement accept no liability for errors or omissions in this translation nor for any direct or indirect consequences of acting or failing to act based on this translation. No rights whatsoever can be derived from the contents of this translation. In case of difference of interpretation, this translation cannot be used for legal purposes. The text of the original Dutch document prevails in all cases. Disputes with regard to this agreement may only be submitted to a competent Dutch court.*

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## **Article 1. Employer**

‘Employer’ in this agreement means a natural person residing in the Netherlands or a legal entity established in the Netherlands, as well as a partnership, general partnership or limited partnership formed by two or more such natural and/or legal persons jointly. It also includes a branch established in the Netherlands of a natural person residing outside the Netherlands and/or a legal entity established outside the Netherlands (whether or not constituted under or governed by foreign law) for which registration in the Commercial Register is required under the Commercial Register Act 2007 [*Handelsregisterwet 2007*] (Act of 22 March 2007, Bulletin of Acts and Decrees 2007, no. 153).

## **Article 2. Employee**

‘Employee’ means anyone who performs work for an employer in return for a salary.

## **Article 3. Scope**

1. This collective labour agreement (CLA) applies to employers and employees in the service station and car wash sectors.
2. The service station sector means the business of primarily selling motor fuels to the public at a fuel outlet and/or supplying other forms of energy, such as through charging points, and/or operating a shop that sells food, lubricants, consumables, vehicle-related products, etc., and/or combined with washing motor vehicles and/or hiring out trailers and/or other related activities.
3. The car wash sector means the business of primarily washing, in the broadest sense, vehicles, transport equipment and other mobile objects.
4. ‘Primarily’ means that the total number of working hours of employees performing the activities described above in paragraphs 2 and/or 3 is greater than the total number of working hours of employees engaged in other activities.

This CLA does not apply to an employer that meets the following cumulative conditions:

- a. the employer’s business activities consist solely of making workers available as referred to in Section 7:690 of the Dutch Civil Code, and
- b. the number of agreed working hours of the employees employed by this employer who are engaged in the work carried out in the sectors referred to in this Article 3 is less than 75% of the total number of agreed working hours of all employees employed by the employer, i.e. at least 25% of the total number of employee working hours relate to work performed in another sector than those referred to in this Article 3, and
- c. the employer assigns at least 15% of its total annual wage subject to social insurance contributions to agency work under temporary agency contracts with a temporary employment clause as referred to in Section 7:691(2) of the Dutch Civil Code, as most recently defined in Annex 1 to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary for Finance of 2 December 2005, Directorate of Social Insurance, No. SV/F&W/05/96420, in implementation of the Social Insurance (Funding) Act [*Wet financiering sociale verzekeringen*] (Wfsv Regulation) and published in the Government Gazette No. 242 of 13 December 2005. The employer is deemed to meet this condition if and to the extent that this has been established by the social security administration agency, and
- d. the employer is not part of a group that is directly or by generally binding declaration subject to the CLA of one of the sectors referred to in this Article 3, and
- e. the employer is not a jointly agreed employment pool.

For the purposes of points a. and b., the employees or the number of working hours of employees whose duties serve entirely the business activity of ‘making available’ – such as administration and intermediary activities – are disregarded.

#### **Article 4. Hired-in workers**

Before a hired-in worker starts work, the hiring employer in the service station or car wash sector must inform the worker that all provisions of this CLA apply. As from 1 January 2012, employers in the service station and car wash sectors may use only employment agencies that hold an SNA quality mark and are registered as such with the Labour Standards Foundation [*Stichting Normering Arbeid* – SNA]. If no SNA quality mark is held, the employment agency must at least demonstrate that it complies with the provisions of this CLA for Service Stations and Car Wash Companies. The same applies where companies lend staff to each other.

#### **Article 5. Part-time work**

The provisions of this CLA apply to employees whose agreed working week consists of fewer than an average of 38 hours per week, calculated over a period of no more than one year, in proportion to the lower number of hours compared with the average 38-hour working week.

#### **Article 5A. Flexible working hours**

The employer may opt for flexible working hours.

- a. An average working week of 38 hours applies, with the working hours varying between 34 and 48 hours per week and a maximum of 12 hours per day. The average working week is calculated over a period of 26 weeks. This equals 988 hours for a 38-hour working week or 1,040 hours for a 40-hour working week.
- b. The number of hours worked in excess of or fewer than those agreed in the employment contract must be recorded in a working hours register.
- c. If the number of hours worked exceeds the agreed working hours, the additional hours are added to the balance in the working hours register.
- d. If fewer hours are worked than agreed, the shortfall is deducted from the balance in the working hours register.
- e. If the working hours register shows a positive balance on 31 December of any calendar year, those hours must be taken as time off, after consultation, before 1 May of the following calendar year. If the working hours register shows a negative balance on 31 December of any calendar year, those hours are waived in accordance with Section 7:628(1) of the Dutch Civil Code.

#### **Article 6. On-call workers**

This CLA follows the statutory definition of an on-call contract as set out in Section 7:628a of the Dutch Civil Code.

*Note:*

*All statutory provisions relating to on-call contracts can be found at [www.overheid.nl](http://www.overheid.nl).*

#### **Article 7. Life partner and domestic partner**

The term ‘spouse’ used in this CLA is equated with both the life partner and the domestic partner. A life partner is defined as an unmarried person with whom the unmarried employee has entered into a registered partnership and/or demonstrably runs a household on a long-term basis. Proof must be provided by means of an extract from the population register or a notarial deed.

A domestic partner is defined as a single, unmarried person with whom the single, unmarried employee has a close personal relationship for which no cohabitation requirement applies. The domestic partner must be resident in the Netherlands, and the employee must have given written notice of the relationship to the employer.

#### **Article 7A. ‘In consultation’ and ‘after consultation’ provisions**

In this CLA, the term ‘in consultation’ means that the employer and the employee must reach agreement on the matter concerned.

The term ‘after consultation’ in this CLA means that the employer and the employee must discuss the matter, after which the employer takes the decision.

### **Article 8. Trade union officials (FNV, CNV, De Unie / LBV ambassadors)**

1. The parties to this CLA agree that the trade union must inform the employer if it appoints an employee as a trade union official or ambassador for and on behalf of the trade unions to maintain contact with union members employed in the undertaking.
2. The employer and the trade union must reach prior agreement on the nature and scope of the trade union activities.
3. The parties to this CLA consider it good policy that an employee appointed as a trade union official or ambassador, in accordance with the foregoing, will not be dismissed or disadvantaged in their opportunities or prospects within the undertaking solely because they hold such a position.
4. Trade union officials or ambassadors are permitted to distribute information within the undertaking in which they are employed. They must not be disadvantaged by the employer for doing so. Before distributing information using the employer's communication systems, they must consult the employer on how the distribution will take place.

### **Article 9. Participation body**

1. An employer with 50 or more employees must establish a works council in accordance with the Works Councils Act [*Wet op de ondernemingsraden*].
2. An employer with 10 or more but fewer than 50 employees that has not established a works council may establish an employee representation body. If a majority of employees request it, the employer must establish such a body.
3. An employer with fewer than 10 employees that has not established a works council may also establish an employee representation body.
4. If an employer has 10 or more but fewer than 50 employees and neither a works council nor an employee representation body has been established, a staff meeting must be held as referred to in Section 35b of the Works Councils Act, insofar as that Act applies to that undertaking.

**Note:**

*Information on setting up a participation body, works council, employee representation body or staff meeting can be obtained from the CLA parties.*

## **Article 10. Mergers and reorganisations**

1. This article applies to undertakings that normally employ at least 20 people.
2. An employer that is conducting merger discussions or intends to close the business in whole or in part, make major changes to the workforce, or has other plans that could have a significant adverse effect on employment, must notify the parties to this CLA accordingly. The employer must aim to avoid mass redundancies as far as possible.
3. The notice referred to in the second paragraph must be made as soon as it can reasonably be expected that the possible merger, closure or reorganisation may proceed.
4. At the same time as giving this notice, the employer must also state the reasons for its decision and the social and other consequences it expects, insofar as these can already be foreseen.
5. Together with the parties to this CLA, the employer must, as soon as necessary, pay attention to:
  - a. the timing of the information to be provided to the participation body or employees' delegation for the purpose of giving advice;
  - b. the timing and manner of informing all employees; and
  - c. whether and to what extent measures can be taken to prevent, eliminate or reduce any possible adverse consequences for employees.
6. The parties to this CLA must observe confidentiality with regard to the notices and information referred to in paragraphs 2 and 4 of this article. This confidentiality continues until the employees are informed, or at least until the participation body or employees' delegation has been informed.

### **Notes:**

1. *The parties recommend that undertakings not covered by paragraph 1 should, where possible, follow the provisions of paragraphs 2 to 6 when dealing with mergers, closures or reorganisations.*
2. *The matters requiring attention in connection with the measures referred to in paragraph 5 are set out in Schedule 2 to this CLA.*
3. *Account must also be taken of:*
  - a. *the Works Councils Act [Wet op de ondernemingsraden];*
  - b. *the Merger Code [Fusiegedragsregels]; and*
  - c. *the Collective Redundancy (Notification) Act [Wet melding collectief ontslag].*

## **Article 11. Interpretation Committee**

An Interpretation Committee has been established, which advises the parties to this CLA on disputes concerning the interpretation of the provisions of this CLA. The parties to this CLA may submit these disputes to this committee.

Postal address: Pompmolenlaan 10C, 3447 GK Woerden.

## **Article 12. Commencement and termination of employment**

### **Conditions of employment contract**

The employee must receive a written employment contract, signed and dated by the employer, which must at least state:

- a. the name and address of the employer and the employee;
- b. the place or places where the work is to be performed;
- c. the employee's position and/or the nature of the work in accordance with the job category;
- d. the date of commencement of employment;
- e. the duration of the employment contract;
- f. the notice period and the procedure to be observed;
- g. whether a trial period has been agreed;
- h. the amount of the salary and the method and timing of payment;
- i. the working hours per day or per week;
  - if these are entirely or largely predictable: the agreed normal daily or weekly working hours based on the work schedule and the arrangements relating to work outside normal daily or weekly hours or to shift changes;

- if these are entirely or largely unpredictable: a statement that the times at which work must be performed are variable, the number of guaranteed paid hours, and the days and hours on which the employee may be required to work;
- j. the number of days' holiday and/or other forms of paid leave;
- k. participation in a pension scheme;
- l. whether the employment contract is open-ended;
- m. whether it is an on-call contract as referred to in Section 7:628a(9) and (10) of the Dutch Civil Code;
- n. whether the employment contract is a temporary agency contract;
- o. any other terms and conditions of employment.

This CLA applies in full to all terms and conditions of employment.

### **Article 13. Trial period**

1. No trial period may be agreed in an employment contract of six months or less.
2. Notwithstanding Section 7:652(4a) and (5) of the Dutch Civil Code, a trial period of no more than two months may be agreed in a fixed-term employment contract of more than six months and in an open-ended employment contract.
3. During the trial period, both the employer and the employee may terminate the employment without observing any notice period. At the employee's request, the employer must state the reason for termination in writing.

### **Article 14. Fixed-term employment contract**

1. The start and end of the employment relationship must be stated in the employment contract. A fixed-term employment contract ends by operation of law when the agreed term has expired, meaning that no prior notice of termination is required. The notice obligation is set out in Article 15 of this CLA.
2. The employer and the employee may enter into a series of no more than three fixed-term employment contracts, which together may not exceed a total duration of 36 months. To start a new series of temporary employment contracts, there must be an interval of more than six months between two employment contracts.
3. A fixed-term employment contract may be terminated early if this possibility has been agreed in the employment contract. The provisions of the Dutch Civil Code apply to this right of termination.

### **Article 15. Notice obligation for fixed-term employment contracts**

1. The employer must notify the employee in writing, at least one month before the expiry of a fixed-term employment contract, whether the employee will be offered a new employment contract and, if so, under what terms.
2. An employer that fails to give such notice, or fails to do so in time, is liable for compensation under Section 7:668 of the Dutch Civil Code. Failure to give notice, or late notice, does not affect the ending of the employment contract by operation of law.
3. The notice obligation in this article does not apply to employment contracts entered into for less than six months.

### **Article 16. Ceased to apply**

### **Article 17. Conditions for termination of employment**

#### **1. Termination of employment**

Employment may be terminated with immediate effect in the event of urgent cause as referred to in Section 7:677 of the Dutch Civil Code, or during the trial period.

The employment ends by operation of law upon the employee's death.

2. For an employee with an open-ended employment contract, employment ends:
  - a. by written confirmation of the termination of the contract by mutual consent;
  - b. by written notice of termination from the employer, stating the reason, after obtaining a dismissal permit from the Employee Insurance Agency (UWV), with due observance of the notice period referred to in Article 18 of this CLA;
  - c. by written notice of termination from the employee, with due observance of the notice period referred to in Article 18 of this CLA;
  - d. by notice of termination after obtaining a dismissal permit from the UWV, once incapacity for work has lasted two years;
  - e. on the first day on which the employee becomes entitled to state old-age pension (AOW), without any notice of termination being required;
  - f. by setting aside of the employment contract by the Subdistrict Court.

### **Article 18. Notice period**

1. Notwithstanding the statutory notice period as set out in Section 7:672 of the Dutch Civil Code, the notice period for both the employer and the employee is equal to one salary payment period. Notice of termination must be given with due observance of the notice period: (i) effective from the end of the month if the salary is paid monthly; and (ii) effective from the end of the four-week period if the salary is paid every four weeks. If the employment contract ends by written confirmation as referred to in Article 17, second paragraph (a) of this CLA, the same notional notice period applies.
2. Notwithstanding paragraph 1, the notice period for an employee is four days if the working hours have not been fixed by the employer and the employee. In that case, notice of termination does not need to be given effective from the end of the month or the four-week period.

#### **Notes:**

1. *If the salary is paid monthly, the notice period is one month. If the salary is paid every four weeks, the notice period is four weeks.*
2. *The working hours are not fixed by the employer and the employee in the case of a zero-hours contract.*

### **Article 19. Employment contract with employees who have reached or passed state pension age**

1. An employment contract with an employee who has reached or passed the state pension age may be concluded for a fixed term or for an open-ended period.

2. In accordance with Section 7:668a(12) of the Dutch Civil Code, an employer may conclude a maximum of six consecutive fixed-term employment contracts with such an employee, with a total maximum duration of 48 months. If there is an interval of more than six months between two contracts, a new series of temporary employment contracts begins.
3. The provisions of this CLA apply to the employment contract, unless agreed otherwise in writing.

## **Article 20. Working time**

### **1. Average length of the working week**

The employee has an average working week of 38 hours, spread over seven days per week according to a work schedule. The employer and the employee may agree to increase the average working hours from 38 to 40 hours per week, in exchange for 13 days' holiday or a 5% salary increase.

*Note:*

*It is either a 5% salary increase or 13 days' holiday if no salary increase is chosen compared to the 38-hour working week.*

### **2. Working hours**

The working hours are from Monday to Sunday. A day shift covers the hours between 6 a.m. and 11 p.m. A night shift covers the hours between 11 p.m. and 6 a.m.

A night shift carries a 30% supplement. The employer must pay the employee the salary plus this supplement for the hours worked during the night shift.

The employer may agree with the employee on a fixed allowance for the night supplement. This fixed allowance must be at least equal to the amount the employee would receive under the 30% night supplement.

### **3. Night shifts**

The following additional rules apply to night shifts: The maximum working time per night shift is ten hours; the maximum number of consecutive night shifts is seven. The maximum number of night shifts per year is 140. Deviations from these limits may be agreed at the employee's request. Employees may not be required to work night shifts from ten years before reaching their state pension age.

### **4. Minimum rest period**

The minimum rest period within each 24-hour period is 11 hours.

### **5. Work schedule**

The employer must establish a work schedule after consultation with the employee.

The work schedule must be made known to the employee no later than two weeks in advance. The employer must do its utmost to set the work schedule for a period of at least three weeks at a time.

### **6. Interim changes to the work schedule**

If the work schedule for a certain period has been established and it becomes necessary to change it during that period, such change must be made in consultation with the employee.

### **7. Breaks**

The employer must comply with Section 5:4 of the Working Hours Act [*Arbeidstijdenwet*]. According to Section 5:4(3) of the Working Hours Act, breaks are taken in consultation between the employer and the employee in accordance with the principles of reasonableness and fairness. If the break is shorter than half an hour, the time by which the break is necessarily shortened will be regarded as working time, for which salary is payable.

### **8. Waiving a break when working alone**

If the employee works alone and cannot leave the workplace to take a break, the break may be waived, provided that the maximum average working time over any period of 16 weeks does not exceed 44 hours per week. If the arrangement for extended night shifts at weekends is also used, the maximum working time per night shift is nine hours. The employer must pay the employee salary for all hours worked.

**9. Sunday work**

The employer must take into account any conscientious objections to Sunday work when scheduling Sunday duties for new employees.

**Article 20A. Generation Pact**

1. An employee aged 60 years or older, who has been employed for at least one year, may request to work a certain percentage of fewer hours than their original working hours, in return for a certain percentage of their original salary and full pension accrual based on the original salary.
2. The following options apply, which the employee and the employer must discuss together:
  - 1) 80% working hours compared with the original working hours, 90% payment of the original salary, and pension accrual based on 100% of the original salary.
    - This variant is an employee entitlement for employees aged 60 or over who work at least 28.5 hours per week.

or

- 2) 70% working hours compared with the original working hours, 85% payment of the original salary, and pension accrual based on 100% of the original salary.
  - Participation for employees aged 60 or over is possible on the basis of mutual consent, meaning that both the employer and the employee must agree.
  - This variant is an employee entitlement for employees as from three years before reaching their state pension age who work at least 38 hours per week and who have been employed by the same employer for at least three years before participating.

or

- 3) 60% working hours compared with the original working hours, 80% payment of the original salary, and pension accrual based on 100% of the original salary.
  - Participation for employees aged 60 or over is possible on the basis of mutual consent, meaning that both the employer and the employee must agree.
  - This variant is an employee entitlement for employees as from three years before reaching their state pension age who work at least 38 hours per week and who have been employed by the same employer for at least three years before participating.
3. When participating in the Generation Pact, the employee must remain employed by the employer for at least 22.8 working hours per week.
4. The payment of pension contributions and the deduction of the employee's share by the employer are made in accordance with the existing system.
5. When making use of the Generation Pact, the additional holiday entitlements based on age cease to apply.
6. For the variants that constitute an employee entitlement, the request must be implemented, in principle, within six months of the employee's application. If the employer and the employee do not reach agreement on this matter, they may jointly submit the issue to the board of the Social

Fund for Service Stations and Car Wash Companies. This board will issue a binding opinion based on the principles of reasonableness and fairness.

**Note:**

The board of the Social Fund for Service Stations and Car Wash Companies has set out the rules for the binding opinion in a schedule to this CLA.

7. The Regulation on the Generation Pact for Service Stations and Car Wash Companies, which sets out the rules relating to the Generation Pact in greater detail, is included as a schedule. This Regulation on the Generation Pact for Service Stations and Car Wash Companies forms part of this CLA.

**Article 21. Public holidays and public holiday supplement**

1. These are the public holidays in 2025 and 2026:

Public holiday	2025	2026
New Year's Day	1 January	1 January
Easter Sunday	20 April	5 April
Easter Monday	21 April	6 April
King's Day	26 April	27 April
Liberation Day (every fifth anniversary year)	5 May	
Ascension Day	29 May	14 May
Whit Sunday	8 June	24 May
Whit Monday	9 June	25 May
Christmas Day	25 December	25 December
Boxing Day	26 December	26 December

2. An employee who is scheduled to work on one of the public holidays listed above and actually works on that day will receive a public holiday supplement of 50% for the hours worked between midnight and midnight on that day.  
The employee will preferably receive the public holiday supplement in money. The employer and the employee may agree that the supplement is granted in time off and/or money.
3. The employer may agree with the employee on a fixed allowance for the public holiday supplement. This fixed allowance must be at least equal to the amount the employee would have received under the public holiday supplement.
4. Public holidays must be allocated among employees fairly and reasonably. If an employee is scheduled to work on a public holiday and, after consultation with the employer, wishes to have the day off, the employee must take a day off. If an employee works on a public holiday, the employer is not obliged to grant an additional day off in compensation.
5. It is possible, in consultation between the employer and the employee, and on the basis of the employee's religious beliefs, to exchange some of the public holidays referred to in paragraph 1 of this article for non-Dutch public holidays or anniversaries.
6. There is a public holiday compensation scheme for employees – excluding holiday workers and on-call workers – who were covered by the CLA for the Motor Vehicle and Two-Wheeler Industry up to 1 December 2009 and who were entitled to the scheme described in Article 80, paragraph 6(c) of that CLA.

This compensation scheme is set out in the schedules. The public holiday compensation scheme referred to in the schedules cannot result in the employee receiving more than they would have been entitled to under the previous arrangement (anti-cumulation clause).

**Article 22. Overtime and overtime pay**

1. Overtime means work assigned by or on behalf of the employer outside the established work schedule and in excess of the employee’s usual average working hours, calculated on a quarterly basis. Overtime does not include work performed during hours outside the usual working hours if the total number of hours is less than the usual average working hours, calculated on a quarterly basis.
2. Work only qualifies as overtime for part-time employees once the average working time of 38 hours per week has been exceeded. If it is customary in the undertaking for employees to work an average of 40 hours per week, then work only qualifies as overtime once the average working time of 40 hours per week, calculated on a quarterly basis, has been exceeded.
3. Overtime must be avoided as far as possible but may be required by the employer in certain cases. An occasional overrun of the normal daily working hours by less than fifteen minutes in order to finish a task is not regarded as overtime. An additional working time of up to fifteen minutes for the handover of duties is considered normal.
4. If the employer and employee have agreed a 40-hour working week, work only qualifies as overtime once the average working time of 40 hours per week, calculated on a quarterly basis, has been exceeded.
5. For each hour of overtime, the employee will receive the hourly wage plus the following supplements:

	Monday to Sunday	Public holiday
First 4 overtime hours per week	25%	85%
Remaining overtime hours	50%	85%

Explanation: It is determined after 13 weeks whether there have been any overtime hours. If so, the overtime hours are identified. For the relevant week in which the overtime hour(s) occurred, the number of overtime hours is then used to determine the applicable overtime rate.

6. The employer may agree on a fixed overtime allowance with an employee classified in job category 5. This fixed allowance must be at least equal to the amount the employee would receive under Article 22, paragraph 5 of this CLA. The employer and the employee must agree in writing on any fixed overtime allowance in the employment contract.

## **Article 22A Additional hours**

1. Work only qualifies as overtime for part-time employees once the average working time of 38 hours per week has been exceeded. If it is customary in the undertaking for employees to work an average of 40 hours per week, then work only qualifies as overtime once the average working time of 40 hours per week, calculated on a quarterly basis, has been exceeded.
2. Hours that a part-time employee works at the employer's request in excess of the agreed weekly working hours, but which do not constitute overtime, are additional hours. A part-time employee cannot be required to work additional hours.
3. An employee may choose whether the additional hours are paid or compensated with time off. The employer and the employee must agree together how this will be arranged in practice. If the employee chooses compensation in time, the employee must take these hours in consultation with the employer.
4. If the employee chooses payment, see Article 26, paragraph 3 of this CLA.

## **Article 23. Employee obligations**

1. The employee must generally do and refrain from doing whatever a good employee would reasonably be expected to do or refrain from doing in similar circumstances.
2. If the employer so instructs in special cases, the employee must temporarily perform duties other than their usual daily work, insofar as that work relates to the business and the employee can reasonably be expected to perform it.
3. The employee must comply with the internal rules (which may be set out in internal regulations) applicable at the establishment where they work. These internal rules must not differ unfavourably from this CLA.
4. The employee must sign an individual employment contract offered by the employer, declaring this CLA applicable, if they agree to the terms set out in that individual employment contract.
5. The employee must wear the company clothing provided by the employer during working hours and maintain this clothing properly. On termination of employment, the employee must immediately return all property and documents belonging to the undertaking that are in their possession directly to the employer.
6. The employee must comply with the procedures for reporting sick, as laid down, for example, in the relevant employer's absenteeism policy.
7. The employee must notify the employer in writing if they intend to take up paid employment with another employer or to operate a business as a self-employed person. The employer must consent to this unless there is an objective justification to withhold approval.  
Any ancillary position involving an employment relationship with a third party that existed when the employee took up employment with the employer must be reported to the employer.
8. The employee is required to maintain strict confidentiality, both during and after the end of their employment, regarding all facts and details concerning the undertaking that could harm it.
9. The employee must use the business assets entrusted to them only for their intended purpose. If the employee causes damage to such business assets through wilful recklessness or gross negligence, the employer may recover that damage from the employee.

## **Article 24. Employer obligations**

1. The employer must act as a good employer. Deviations from this CLA to the detriment of the employee are not permitted, unless expressly allowed under this CLA. Deviations in favour of the employee are permitted.
2. The employer must ensure that the employee is able to familiarise themselves with this CLA. The employer can do this by making the CLA available for inspection in an accessible place within the business. The CLA is also available in digital form.

## **Article 24A Travel expenses**

1. If the employee is required to travel in order to perform the work covered by the employment contract, the employer must reimburse the following business travel expenses:
  - a. when using public transport: the actual costs incurred in the lowest class;
  - b. when using transport provided by the employer: no reimbursement;
  - c. when using the employee's own means of transport, provided this is done on the employer's instruction and/or with the employer's consent: a reasonable reimbursement.

The employer must ensure that the means of transport is in good condition and insured in accordance with the Civil Liability Insurance (Motor Vehicles) Act [*Wet aansprakelijkheidsverzekering motorrijtuigen*].

Only the expenses referred to under a. and c. of this article that exceed the employee's normal commuting costs to the place specified in the employment contract are eligible for reimbursement.

2. The employer and the employee must agree on a reasonable contribution towards commuting expenses between the employee's home and place of work if the employee uses their own means of transport and/or public transport.

## **Article 25. Working conditions**

1. The Working Conditions Act [*Arbeidsomstandighedenwet*] applies to every employment relationship. The parties to this CLA have developed a sectoral risk inventory and evaluation (RI&E) and an occupational health and safety catalogue. They have also developed a training programme for company emergency response officers (BHV), which is offered through e-learning. The aim is for every service station to have at least one person who has completed this BHV training. The CLA parties must keep the RI&E up to date.

### **Note:**

*For more information and for access to the sectoral RI&E and the occupational health and safety catalogue, see the website [www.sftw.nl](http://www.sftw.nl).*

2. The employer must ensure that all appropriate measures are taken for employees as required to comply with statutory provisions on health, safety and welfare. Information and instructions (which may be set out in internal regulations) must be provided to those directly concerned with work that could endanger health, safety or welfare. The employee must comply with all statutory provisions and related company instructions. The employee must strictly observe all safety regulations (which may be set out in internal regulations) intended to prevent harm to health or other damage.
3. The following safety measures must be implemented at staffed service stations:
  - a. a drop safe;
  - b. an alarm system which, where service stations are open after 9 p.m., transmits an alarm signal through telecommunications to an alarm centre approved by the Minister of Justice;
  - c. a lighting system that keeps the station illuminated for at least fifteen minutes after closing to enable employees to leave safely;

- d. a camera system in the service station shop that records and stores images to safeguard the safety of staff and customers in unsafe situations, to analyse incidents and to help detect criminal offences;
- e. a shop entrance door in the service station that can be locked from the inside and, where there is a Safe Room, is fitted with a remotely operated electronic locking system that can only be controlled from inside the shop.

4.

For service stations that are open between 9 p.m. and 6 a.m., the following additional safety measures must be taken, in addition to those referred to above:

- a. a Safe Room housing the cash register, based on the principle that employees must remain inside the Safe Room unless appropriate safety measures have been implemented that justify working outside it;
  - b. at least two persons must be present on site at closing time.
5. a. Notwithstanding the provisions of Article 25, paragraph 4(a), the requirement for at least two persons to be present in the shop of the service station applies between 9 p.m. and 5 a.m. at locations where at least two persons work in the shop. Service stations using this option must notify the Social Fund for Service Stations and Car Wash Companies (SFTW) in advance.
- b. Notwithstanding Article 25, paragraph 4(b), a service station may be closed by one person with the aid of camera surveillance, instead of by at least two persons being present on site, provided that the conditions set out in the two schedules to this CLA ('Conditions for the use of camera-assisted closure' and 'Model form for notification of camera-assisted closure') are met.

Only employees who have individually given their written consent to closing with the aid of camera surveillance may be assigned by the employer to perform this task.

#### **Article 26. Payslip and supplements**

1. The employer must provide a payslip for each pay period. The payslip must comply with Section 7:626 of the Dutch Civil Code. If it is not technically or administratively possible to show days' holiday and what are known as balance hours on the payslip, the employer must provide the employee with a written overview of their days' holiday and balance hours at least once every quarter.
2. Salary must be paid no later than the last working day of the month for which it is due. The employer and the employee may agree otherwise in the employment contract.
3. Additional hours (see Article 22A) must be paid in the month following the month in which they were worked, unless flexible working hours as referred to in Article 5A of this CLA are applied.
4. Any supplements, allowances, expense reimbursements and similar payments, as well as any advances to be settled, must be paid no later than the last working day of the following month, unless the employer and the employee have agreed otherwise in writing in the employment contract.

#### **Article 27 Salary tables and CLA increases**

1. At the start of their employment, a new employee who holds the qualifications required for their position must receive at least the starting salary corresponding to the job category in which their position is contractually classified, as set out in paragraph 3.

The years-of-service tables referred to in paragraph 5 apply exclusively to employees aged 21 or over whose employer fell under the CLA for the Motor Vehicle and Two-Wheeler Industry before

1 December 2009 (see also paragraph 4 of this article). If the employee does not fall under this scheme, the employer must apply either a years-of-service or another remuneration system of their own.

2. As from 1 July 2025, both the actual salary and the salary tables will be increased by 4.75%.  
As from 1 January 2026, both the actual salary and the salary tables will be increased by 3.75%.  
CLA salary increases apply from job category 2 onwards. Job category 1 is linked to the Minimum Wage Act [*Wet minimumloon*] and must therefore be adjusted in accordance with the statutory provisions.
3. Salary tables

#### Monthly salary table as at 1 April 2025

AGE	1 (WML)	2	3	4	5
15	697.57*	1,261.88			
16	801.71*	1,402.09			
17	917.42*	1,557.87			
18	1,162.06*	1,730.97			
19	1,395.13*	1,923.30			
20	1,859.63*	2,137.00			
21	2,324.12*	2,329.00	2,439,00	2,613,00	2,762,00
1. under supervision	gardener, shelf-stacker, cleaner, junior sales assistant				
2. under supervision	sales assistant, snack-bar assistant, car wash attendant, administrative assistant				
3. independent	senior sales assistant				
4. supervisory	assistant manager				
5. supervisory	manager				
<p>This is the salary table as at 1 April 2025. The amounts shown for job category 1 correspond to the statutory minimum wage (WML) applicable on 1 January 2025 and are based on full-time employment of 7.6 hours per day (38 hours per week) and 261 workable days.</p> <p>From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.</p>					

### Hourly salary table as at 1 April 2025

AGE	1 (WML)	2	3	4	5
15	4.22	7.66			
16	4.85	8.51			
17	5.55	9.46			
18	7.03	10.51			
19	8.44	11.68			
20	11.25	12.98			
21	14.06	14.14	14.81	15.87	16.77

This is the hourly salary table as at 1 April 2025

The amounts shown for scale 1 correspond to the statutory minimum wage (WML) applicable on 1 January 2025.

The hourly wages in scales 2 to 5 are calculated as follows: monthly salary  $\times$  0.6073%.

### Monthly salary table as at 1 July 2025

AGE	1 (WML)	2	3	4	5
15	714.10	1,321.82			
16	821.54	1,468.68			
17	940.56	1,631.87			
18	1,190.16	1,813.19			
19	1,428.19	2,014.66			
20	1,904.26	2,238.51			
21	2,380.32	2,439.63	2,554.85	2,737.12	2,893.20

1. under supervision	gardener, shelf-stacker, cleaner, junior sales assistant
2. under supervision	sales assistant, snack-bar assistant, car wash attendant, administrative assistant
3. independent	senior sales assistant
4. supervisory	assistant manager
5. supervisory	manager

This is the salary table as at 1 July 2025. The amounts shown for job category 1 correspond to the statutory minimum wage (WML) applicable on 1 July 2025 and are based on full-time employment of 7.6 hours per day (38 hours per week) and 261 workable days.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

**Hourly salary table as at 1 July 2025**

AGE	1 (WML)	2	3	4	5
15	4.32	8.03			
16	4.97	8.92			
17	5.69	9.91			
18	7.20	11.01			
19	8.64	12.24			
20	11.52	13.59			
21	14.40	14.82	15.52	16.62	17.57

This is the hourly salary table as at 1 July 2025.

The amounts shown for scale 1 correspond to the statutory minimum wage (WML) applicable on 1 July 2025.

The hourly wages in scales 2 to 5 are calculated as follows: monthly salary  $\times$  0.6073%.

**Monthly salary table as at 1 January 2026**

AGE	1 (WML)	2	3	4	5
15	WML	1,371.38			
16	WML	1,523.76			
17	WML	1,693.07			
18	WML	1,881.19			
19	WML	2,090.21			
20	WML	2,322.45			
21	WML	2,531.11	2,650.66	2,839.76	3,001.69

1. under supervision	gardener, shelf-stacker, cleaner, junior sales assistant
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2. under supervision	sales assistant, snack-bar assistant, car wash attendant, administrative assistant
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3. independent	senior sales assistant
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4. supervisory	assistant manager
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5. supervisory	manager
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This is the salary table as at 1 January 2026.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

#### Hourly salary table as at 1 January 2026

AGE	1 (WML)	2	3	4	5
15	WML	8.33			
16	WML	9.25			
17	WML	10.28			
18	WML	11.42			
19	WML	12.69			
20	WML	14.10			
21	WML	15.37	16.10	17.25	18.23

This is the hourly salary table as at 1 January 2026.

The hourly wages in scales 2 to 5 are calculated as follows: monthly salary  $\times$  0.6073%.

4. a. The following applies to employees aged 21 or over.  
If the employer came under the CLA for the Motor Vehicle and Two-Wheeler Industry before 1 December 2009, the employer must apply the years-of-service system referred to in paragraph 5.

In other cases, the employer applies their own system of supplements, bonuses, training or any other existing system that was already in place before this CLA took effect.

‘Years of service’ means the number of years during which the employee has performed their duties within the employer’s business in the job category in which they are classified, calculated as from the date they reached the minimum age for years-of-service accrual.

- b. As from 1 February 2020, an employee classified in job categories 2 to 5 is entitled, from the age of 21, to at least the salary corresponding to zero years of service in that job category. If the employee is older than 21 when classified in a job category, they begin accruing years of service from the date of classification in the job category.

Employees who had already accrued years of service as at 1 February 2020 continue to accrue based on the number of years of service they had accumulated on that date.

5. Years-of-service tables

**Monthly years-of-service table as at 1 April 2025**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	2,324.12	2,329.00	2,439.00	2,613.00	2,762.00
1	2,324.12	2,402.00	2,475.00	2,634.00	2,820.00
2	2,324.12	2,439.00	2,509.00	2,654.00	2,865.00
3	2,324.12	2,475.00	2,547.00	2,679.00	2,907.00
4				2,696.00	2,945.00
5				2,719.00	2,979.00
6				2,737.00	3,022.00
7					3,060.00
8					3,100.00

The amounts shown for job category 1 and years of service 0, 1, 2 and 3 are in line with the statutory minimum wage (WML) applicable on 1 January 2025 and are based on full-time employment of 7.6 hours per day (38 hours per week) and 261 workable days.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

**Hourly years-of-service table as at 1 April 2025**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	14.06*	14.09	14.75	15.81	16.71
1	14.06*	14.53	14.97	15.93	17.06
2	14.06*	14.75	15.18	16.06	17.33
3	14.06*	14.97	15.41	16.21	17.59
4				16.31	17.82
5				16.45	18.02
6				16.56	18.28
7					18.51
8					18.75

\* Statutory minimum wage as at 1 January 2025.

**Monthly years-of-service table as at 1 July 2025**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	2,380.32	2,439.63	2,554.85	2,737.12	2,893.20
1	2,380.32	2,516.10	2,592.56	2,759.12	2,953.95
2	2,380.32	2,554.85	2,628.18	2,780.07	3,001.09
3	2,385.16	2,592.56	2,667.98	2,806.25	3,045.08
4				2,824.06	3,084.89
5				2,848.15	3,120.50
6				2,867.01	3,165.55
7					3,205.35
8					3,247.25

The amounts shown for job category 1 and years of service 0, 1 and 2 are in line with the statutory minimum wage (WML) applicable on 1 July 2025 and are based on full-time employment of 7.6 hours per day (38 hours per week) and 261 workable days.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

**Hourly years-of-service table as at 1 July 2025**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	14.40*	14.82	15.52	16.62	17.57
1	14.40*	15.28	15.74	16.76	17.94
2	14.40*	15.52	15.96	16.88	18.23
3	14.43	15.74	16.20	17.04	18.49
4				17.15	18.73
5				17.30	18.95
6				17.41	19.22
7					19.47
8					19.72

\* Statutory minimum wage as at 1 July 2025.

**Monthly years-of-service table as at 1 January 2026**

YEARS OF SERVICE	1	2	3	4	5
0	WML	2,531.11	2650.66	2839.76	3001.69
1	WML	2,610.45	2689.78	2862.58	3064.72
2	WML	2,650.66	2,726.73	2,884.32	3,113.63
3	2,474.60	2,689.78	2,768.03	2,911.49	3,159.27
4				2,929.96	3,200.57
5				2,954.96	3,237.52
6				2,974.52	3,284.25
7					3,325.55
8					3,369.02

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

**Hourly years-of-service table as at 1 January 2026**

YEARS OF SERVICE	1	2	3	4	5
0	WML	15.37	16.10	17.25	18.23
1	WML	15.85	16.34	17.38	18.61
2	WML	16.10	16.56	17.52	18.91
3	15.03	16.34	16.81	17.68	19.19
4				17.79	19.44
5				17.95	19.66
6				18.06	19.95
7					20.20
8					20.46

6. Men and women performing the same work must be paid equally if they have the same level of education and experience relevant to the position.

**Article 28. Progression to job category 2 after one year**

After a maximum of one year, the employer must reclassify an employee assigned to job category 1 into job category 2 or higher, provided the employee performs satisfactorily. CLA salary increases apply from job category 2 onwards. Job category 1 is linked to the Minimum Wage Act [*Wet Minimumloon*] and must therefore be adjusted in accordance with the statutory provisions.

## **Article 29. Application of the salary table under the Participation Act [*Participatiewet*]**

The following applies to employees with an occupational disability who rely on municipal employment support, and who, in the opinion of the Employee Insurance Agency (UWV), are unable to earn the statutory minimum wage (WML), as well as to employees with a WSW indication (under the Sheltered Employment Act) or under the Wajong scheme (Disablement Assistance Act for Handicapped Young Persons):

- The employer determines what the employee can earn within the range of 100% to 110% of the WML;
- An employee referred to above who has an earning capacity of 100% will move to the regular salary tables;
- The employer will not pay more than the salary applicable to the employee under the relevant table in the undertaking, after deducting any wage subsidies actually received by the employee.

### **Note:**

*The WML per month as at 1 January 2025 is €2,380.32. This amount for 2025 is based on full-time employment of 7.6 hours per day (38 hours per week) and 261 workable days.*

*If this WML amount changes, the new WML amount applies. The 110% WML is obtained by multiplying the applicable WML amount by 110 and then dividing by 100.*

*The employee's earning capacity is determined by the UWV.*

*Example: €2,230.82 x 110/100 = €2,618.35.*

## **Article 30. Trade union contribution**

An employee may submit a request to the employer, as further set out in the Regulation on supplementing the employment contract in connection with reimbursing membership fees of an employees' organisation, to reduce their gross salary in December of any given year by the amount of the membership fees paid to an employees' organisation during that calendar year. The employer must grant this request in exchange for an expense allowance equal to the membership fees paid. The employee must submit the request to the employer no later than 15 November of the relevant calendar year.

### **Note:**

*The Regulation on supplementing the employment contract is included as a schedule to this CLA.*

## **Article 31. Holiday allowance**

### **1. Holiday allowance in May**

The holiday allowance amounts to 8% of the gross annual salary (subject to the statutory minimum). The gross annual salary includes overtime but excludes other supplements, expense allowances and similar payments. The holiday allowance is paid retrospectively in May. For the purpose of calculating the holiday allowance, the year runs from 1 May of the previous calendar year to 30 April of the current calendar year.

### **2. Holiday allowance at another time**

Notwithstanding paragraph 1, the employer and the employee may agree that the holiday allowance is paid monthly or calculated over another 12-month period.

The employer and the employee must observe the following conditions:

- the agreement must be made in writing and in due time;
- the start date of the revised payment arrangement for the holiday allowance must be recorded;
- the period over which the holiday allowance is paid must be recorded; and
- the change in payment timing or other period must not result in the employee going more than 12 months without receiving a holiday allowance.

### **Note:**

*Example 1: In August 2025, the employer and the employee agree to start monthly payment of the holiday allowance as from October 2025. From October 2025, the employee will receive the holiday allowance each month. In May 2026, the employee will receive the monthly allowance for May 2026 plus the holiday allowance for the period May 2025 to September 2025.*

*Example 2: In April 2025, the employer and the employee agree to start paying the annual holiday allowance in December each year, based on the calendar year. In May 2025, the employee will still receive payment under the old system (paragraph 1). In December 2025 – as a transitional year – the allowance for May 2025 to December 2025 will be paid. From December 2026 onwards, the holiday allowance will be paid annually for the full calendar year.*

**3. Holiday allowance during illness**

The employee retains entitlement to the holiday allowance during periods of illness. This entitlement to the holiday allowance applies for a period of 24 months.

**4. Ceased to apply**

**Article 32. Days’ holiday**

**1. Holiday entitlements**

The holiday year runs from 1 January to 31 December. An employee who is employed full-time at the start of the holiday year is entitled to 25 paid days' holiday in that year. The days’ holiday are built up in hours as follows:

	Statutory hours	Hours exceeding the statutory minimum	Total
38-hour working week	152 hours	38 hours	190 hours
40-hour working week	160 hours	40 hours	200 hours

**Note:**

*It is recommended that the employer provides the employee each January with a statement of the number of days' holiday the employee is still entitled to as at 1 January of that year.  
For a 38-hour working week, the average working day is 7.6 hours; for a 40-hour working week, it is 8 hours.  
The holiday hours exceeding the statutory minimum based on age and years of service are set out in Article 32, paragraph 11 and 12.*

**2. Calculation of days' holiday**

If an employee joins or leaves the employer during the calendar year, they are entitled to a proportionate part of the holiday hours. Part-time employees (including those who join or leave during the year) are entitled to holiday hours in proportion to their agreed working hours, where these are fewer than 38 hours per week.

**Note:**

*Also see Article 5, Part-time work.*

**3. Holiday during illness**

- An employee who is unable to perform the agreed work due to incapacity or partial incapacity for work continues to accrue the full number of statutory days' holiday.
- No holiday accrues for any period during which the employee does not perform the agreed work and has no entitlement to salary.
- If an employee who is wholly or partially incapacitated for work takes holiday, their holiday balance is reduced by the number of hours they would normally have worked if fit for work.

4. **Deduction, expiry and prescription of holiday entitlements**

The employer encourages employees to take their holidays in the year in which they are granted, in order to protect their health.

Holiday entitlements that have not been taken by the end of the calendar year are carried over to the next calendar year. Statutory holiday hours expire six months after the end of the calendar year in which they were accrued (Section 7:640a of the Dutch Civil Code). Holiday hours exceeding the statutory minimum expire five years after the end of the calendar year in which they were accrued (Section 7:642 of the Dutch Civil Code). When deducting holiday entitlements, the entitlement that is due to prescribe or expire first will be used first.

5. **Saving holiday entitlements exceeding the statutory minimum**

Notwithstanding paragraph 4, an employee may choose to save holiday hours exceeding the statutory minimum up to a maximum of 13 times their agreed weekly working hours. For a full-time employment contract, this equals:

	<b>Hours</b>	<b>Days</b>
38-hour working week	494 hours	65 days
40-hour working week	520 hours	65 days

Saved holiday hours do not expire or prescribe. The employer and the employee will consult each year on the use of the saved holiday balance.

*Note:*

*For a 38-hour working week, the average working day is 7.6 hours; for a 40-hour working week, it is 8 hours.*

6. **Settlement of holiday entitlements on termination of employment**

If the employee has taken more holiday than they have accrued, the employer is entitled to deduct the excess from the employee's final salary payment.

7. **Determining consecutive holiday periods**

As a rule, consecutive holidays are taken between 30 April and 1 October and, unless business interests dictate otherwise, must comprise at least 14 calendar days.

The employer determines the timing of the consecutive holiday in consultation with the employee, provided the employee submits the request in due time and has sufficient holiday entitlements.

The employer must set the start and end dates of the holiday in accordance with the employee's wishes. The employer may refuse the employee's wishes for compelling reasons. If the employer does not notify the employee in writing of such reasons within two weeks of receiving the written request, the holiday will be deemed to have been granted in accordance with the employee's wishes.

8. **Taking or paying out holiday hours exceeding the statutory minimum**

The holiday hours exceeding the statutory minimum set out in this CLA (Article 32, paragraph 1, 11 and 12) are taken in consultation between the employer and the employee.

Holiday hours exceeding the statutory minimum may be paid out at the employee's request, with the employer's consent.

**9. Collective holidays**

Before 1 January, the employer may determine when a consecutive collective holiday will be taken after consultation with the participation body or the employees' delegation. In individual cases, this may be varied in consultation between the employer and the employee concerned. For undertakings that are legally required to have a works council, the work council's approval is required to establish a consecutive collective holiday period.

**10. Holiday entitlements for on-call workers**

As a rule, an on-call worker will take accrued days' holiday during the term of each separate temporary employment contract, in accordance with Section 7:634 of the Dutch Civil Code. Any days' holiday not taken will be converted into a monetary payment when the employment contract ends in accordance with Section 7:641(1) of the Dutch Civil Code. This payment amounts to 10.91% (in 2025) and 10.87% (in 2026) of the worker's gross salary.

**11. Additional holiday entitlements based on age**

a. Employees aged 60 or older are entitled to additional holiday hours exceeding the statutory minimum. Employees may choose either to keep these additional holiday hours or to receive financial compensation instead. For a full-time employment contract, this equals:

	<b>Additional hours</b>	<b>Days</b>
38-hour working week	30.4 hours	4 days
40-hour working week	32 hours	4 days

**Note:**

For a 38-hour working week, the average working day is 7.6 hours; for a 40-hour working week, it is 8 hours.

b. Paragrapha. does not apply to employees participating in the Generation Pact as described in Article 20A of this CLA.

**12. Additional holiday entitlements based on years of service**

Employees with longer service are entitled to additional holiday hours exceeding the statutory minimum. For a full-time employment contract, this equals:

<b>Years of service</b>	<b>Total additional holiday hours for a 38-hour working week</b>	<b>Total additional holiday hours for a 40-hour working week</b>
10 years of service	7.6 hours (1 day)	8 hours (1 day)
20 years of service	22.8 hours (3 days)	24 hours (3 days)
30 years of service	45.6 hours (6 days)	48 hours (6 days)

These additional days' holiday are not cumulative. An employee with 30 or more years of service is therefore entitled to a total of six additional days' holiday.

**13. Compensation scheme for employees previously covered by the CLA for the Motor Vehicle and Two-Wheeler Industry**

Employees who were covered by the CLA for the Motor Vehicle and Two-Wheeler Industry before this CLA entered into force, who were employed on 1 January 2010, and who were 45 years of age or older at that time, will be compensated in accordance with the table included in the schedule to this CLA. The employee's age on 1 January 2010 is decisive for this purpose.

**Article 33. Anniversary bonus**

The employer will grant the employee an anniversary bonus upon completion of 25 or 40 years of service.

The bonus amounts to:

- one month's gross salary for 25 years of service; and
- two month's gross salary for 40 years of service.

**Note:**

*As long as tax regulations allow, the anniversary bonus will be paid on a gross/net basis.*

## **Article 34. Leave**

### **1. Special leave without loss of salary**

The following cases entitle the employee to paid leave for the working days that fall within their applicable working week and/or work schedule:

- a. sitting school or vocational examinations leading to a recognised diploma, provided that doing so is in the interest of the undertaking, as determined by the employer;
- b. attending medical appointments. A medical appointment means a visit to a GP, dentist, specialist, or therapist to whom the employee has been referred.

The employee must try to schedule medical appointments outside working hours.

If that is not possible, the employee must, in consultation with the employer, schedule the appointment at the start or end of the working day wherever possible. The employer will continue paying salary for the time needed to attend the appointment during normal working hours, up to a maximum of two hours. For an appointment with a specialist, the maximum is four hours. The employee must work the remaining hours of the day before or after the appointment.

At the employer's request, the employee must be able to provide written proof that the appointment took place.

The maximum total paid hours for medical appointments is eight per calendar year. In special cases, this limit may be exceeded in consultation with the employer.

In addition to the above, the CLA provides for specific forms of fixed-duration special leave:

#### 1 day

- for the marriage or registered partnership of a grandparent, step-parent, parent, parent-in-law, child, foster child, stepchild, sibling or grandchild;
- for the 25th, 40th, 50th, 60th or 70th wedding anniversary of the employee, their children, parents, grandparents or parents-in-law;
- for the death of a grandparent, sibling, brother- or sister-in-law, son- or daughter-in-law, or grandchild;
- on the birth of a grandchild (maximum once per year);
- for moving house (maximum once per year);
- for a 25th, 40th or 50th long-service anniversary.

#### 2 days

- for the death of a parent, step-parent or parent-in-law, of which one day counts as emergency leave;
- for the employee's own marriage.

#### 4 days

- for the death of a spouse or of a child, foster child or stepchild, of which one day counts as emergency leave;
- for the death of a parent or step-parent if the employee is fully responsible for the funeral or cremation arrangements.

2. **Special leave for meetings or organisational leave, without loss of salary**

1. An employee who is a member of an employees' organisation will be granted leave, provided the relevant organisation has made a timely request to the employer for each activity, as follows:
  - a. with pay, for up to three days per calendar year, to attend a meeting of one of the following bodies of their organisation as an official delegate:
    1. congress, union council, business group section and national business group council for Metal and Engineering (FNV);
    2. congress and ambassadors' group (LBV);
    3. congress, union council, departmental board, CLA committee, and district committee (CNV);
    4. congress, board, executive council, business group board and national business group meeting (De Unie).
  - b. at their own expense, for time needed to attend courses or training activities organised by their employees' organisation.
2. An employee referred to under 1(a) who, as a trade union official, is part of the CLA negotiation delegation, will be granted leave with pay for up to eight days per calendar year to attend one or more meetings as an official delegate.

Such a request may be refused only if granting it would demonstrably cause serious harm to the employer's business interests or seriously endanger the normal performance of the employee's duties.

3. **Special leave for meetings of the PMT accountability body, without loss of salary**

An employee who is a member of the Participants' Council of the Metal and Engineering Industry Pension Fund [*Stichting Pensioenfonds Metaal en Techniek*] will be granted leave without loss of salary for the time required to attend meetings of the Participants' Council.

4. **Forced absence due to extreme weather conditions, without loss of salary**

If the workplace cannot be reached due to extreme weather conditions, the special leave arrangement described in paragraph 1 of this article applies. The employee must follow reasonable instructions from the employer to reach the workplace. The employer may adjust the work schedule in connection with extreme weather conditions.

5. **Unpaid leave**

The option of granting unpaid leave may be discussed under the following conditions:

- a. The employer must always retain the discretion to approve or reject the written request.
- b. All financial and insurance-related consequences of unpaid leave are the responsibility of the employee.
- c. The employee may not perform paid work during unpaid leave.

6. **Pregnancy and maternity leave, with replacement benefit**

- a. Statutory pregnancy and maternity leave amounts to 16 weeks. The employee is entitled to leave for a maximum of six weeks and a minimum of four weeks before the expected delivery date, and for at least ten weeks after the delivery date. The employee must notify the employer of the intended start date of the leave no later than three weeks in advance, submitting a pregnancy certificate from the obstetrician showing the expected due date.
- b. If the child must be hospitalised after birth due to medical reasons, the maternity leave may be extended in accordance with the law.
- c. The employee may request to split the maternity leave after six weeks of leave have been taken. The remaining part of the leave may be taken within 30 weeks, starting the day after the maternity leave is split. This request must be submitted no later than three weeks after the start of the maternity leave.

- d. If the employee dies during maternity leave, the remaining entitlement to maternity leave without loss of salary may transfer to her partner in accordance with the law.
- e. The employer must submit the application for the pregnancy and maternity benefit to the UWV no later than two weeks before the pregnancy leave is due to start.
- f. The Work and Care Act [*Wet Arbeid en Zorg*] applies in full. Any legislative amendments take precedence over the provisions of this article (paras a. to e.).

**Note:**

*The full text of the Work and Care Act can be found on the website [www.overheid.nl](http://www.overheid.nl).*

**7. Adoption and foster care leave, with replacement benefit**

- a. The employee is entitled to a maximum of six weeks of unpaid adoption leave. The leave must be taken within a period of 26 weeks, starting four weeks before the date of adoption.
- b. Foster parents are also entitled to adoption leave, provided they live at the same address as the child in their care and there is a foster care agreement confirming that the foster parent(s) have a lasting responsibility for the upbringing and care of the child.
- c. If two or more children are adopted at the same time, the right to leave applies only once.
- d. The employee must notify the employer of the start date and duration of the leave no later than three weeks in advance.
- e. The employee must provide the employer with a document showing that the employee has adopted or will adopt a child and stating the adoption date.
- f. The employer must submit the application for the adoption benefit to the UWV no later than two weeks before the leave starts. The employer receives the benefit and pays it to the employee during the leave period.
- g. The Work and Care Act applies in full. Any legislative amendments take precedence over the provisions of this article (paragraphs a to f).

**Note:**

*The full text of the Work and Care Act can be found on the website [www.overheid.nl](http://www.overheid.nl).*

**8. Parental leave, without loss of salary**

- a. The employee is entitled to statutory parental leave for each child up to the age of 8 years. This entitlement allows the employee to take parental leave without loss of salary equal to 26 times the number of weekly working hours, as agreed in the employment contract. After consultation with the employer, the employee may decide how and when to take the parental leave.
- b. The employee must submit a written request for parental leave to the employer at least two months in advance. After consultation with the employee, the employer may change the requested schedule for taking the parental leave on the grounds of serious business interests, up to four weeks before the intended start date.
- c. During the first nine weeks of the 26 weeks of parental leave, the employee is entitled to a UWV benefit equal to 70% of the daily wage, up to a maximum of 70% of the maximum daily wage. These nine weeks of paid leave must be taken within the child's first year of life.
- d. The Work and Care Act applies in full. Any legislative amendments take precedence over the provisions of this article (paragraphs a to c).

**Note:**

*The full text of the Work and Care Act can be found on the website [www.overheid.nl](http://www.overheid.nl).*

**9. Emergency leave, without loss of salary**

- a. After assessment by the employer, the employee is entitled to emergency leave for a short, reasonable period of time to be determined fairly. A maximum of one day of emergency leave is granted without loss of salary.
- b. An emergency includes:
  - 1. An unexpected personal situation, the need to care for family members, the delivery of a child by the employee's spouse, life partner or domestic partner, or the funeral of

- household members, blood relatives and relatives by marriage in the direct or collateral line up to the second degree;
2. A legal or government obligation imposed without compensation, which could not reasonably be fulfilled in the employee's free time;
  3. Exercising the right to vote, where this could not reasonably be done outside working hours;
  4. An urgent, unforeseen or reasonably unavoidable work-time hospital visit by the employee, or necessary accompaniment of a partner, child, foster or stepchild living at home, household member, or blood relative in the first or second degree, such as parents, grandparents, siblings, or grandchildren.
- c. In urgent cases, a solution will be sought in consultation to allow the employee sufficient time to make immediate arrangements and prepare for a longer-term solution.
  - d. The Work and Care Act applies in full. Any legislative amendments take precedence over the provisions of this article (paragraphs b and c).

**Note:**

*The full text of the Work and Care Act can be found on the website [www.overheid.nl](http://www.overheid.nl).*

**10. Post-birth leave, without loss of salary**

- a. An employee whose spouse, life partner or domestic partner has given birth is entitled to post-birth leave equal to the number of weekly working hours, following the delivery of the child, or of a child whom the employee acknowledges. On the day of the childbirth, the employee is also entitled to one day of emergency leave. Post-birth leave must be taken within four weeks of the child's birth or return home from hospital.
- b. The employee referred to under a. is also entitled to additional unpaid post-birth leave equal to a maximum of five times the number of weekly working hours. This additional leave may start after the post-birth leave referred to under a. and must be taken within six months of the child's birth. The employer must submit an application to the UWV for a benefit for the employee who takes additional post-birth leave, covering the period of leave. This benefit amounts to up to 70% of the maximum daily wage.
- c. The Work and Care Act applies in full. Any legislative amendments take precedence over the provisions of this article (paragraphs a and b).

**Note:**

*The full text of the Work and Care Act can be found on the website [www.overheid.nl](http://www.overheid.nl).*

**11. Short-term care leave, without loss of salary**

Notwithstanding the Work and Care Act, the employee is entitled to seven days of short-term care leave with full pay in any period of 12 consecutive months, for the care of a partner, child, foster or stepchild living at home, household member, or blood relative in the first or second degree, such as parents, grandparents, siblings, or grandchildren.

The leave may be taken under the following conditions:

- a. The employee must submit a written request stating the reason, including the start date, extent, manner of taking the leave and its expected duration.
- b. The employer may subsequently require the employee to demonstrate that the work could not be performed due to the need for essential care.
- c. If the leave lasts longer than seven days, the employer may, in consultation and with the employee's consent, designate the employee's days' holiday exceeding the statutory minimum as additional leave days.

## 12. Long-term care leave, without loss of salary

- a. The employee is entitled to long-term care leave of up to six times the agreed weekly working hours in any period of 12 consecutive months, without loss of salary. The 12-month period starts on the first day the leave is taken.
- b. The leave may be taken to provide care for a person who is ill (including in life-threatening situations) or in need of assistance. This person may be the partner, child, foster or stepchild living at home, household member, or blood relative in the first or second degree, such as parents, grandparents, siblings, or grandchildren.
- c. The leave may be taken under the following conditions:
  1. The employee must submit a written request to the employer at least two weeks before the intended start date, specifying the person to be cared for, the start date, extent, expected duration, and the proposed distribution of hours across the week.
  2. The employer must grant the leave request unless there are serious business interests preventing it. If the employer intends to refuse the request (in whole or in part), they must first consult with the employee. If the request is refused (in whole or in part), the employer must notify the employee in writing, stating the reasons.
  3. If the employer does not notify the employee in writing at least one week before the intended start date, the leave will commence as requested by the employee.
- d. The Work and Care Act applies in full. Any legislative amendments take precedence over the provisions of this article (paragraphs a to c).

**Note:**

*The full text of the Work and Care Act can be found on the website [www.overheid.nl](http://www.overheid.nl).*

## Article 35. Incapacity for work

### 1. Reporting sick

Employees who are unable to perform their work due to illness or accident must report this well before the start of their shift unless this is impossible due to exceptional circumstances. Rules on reporting sick must be set out as far as possible in internal regulations or sickness absence rules. The employee must comply with the internal regulations or sickness absence rules.

### 2. Continued payment of salary during incapacity for work

The following applies to parties that came under the Service Station CLA before this CLA entered into force:

In the event of incapacity for work due to illness or accident, employees are entitled to continued payment of their gross salary as follows:

- a. during the first 26 weeks – 100%;
- b. during weeks 27 to 78 – 85%;
- c. during weeks 79 to 104 – 70%.

At least the level of the statutory minimum wage is guaranteed during the periods referred to under b. and c.

**Note:**

*For part-time employees, salary will continue to be paid at 100% during the first 26 weeks, 85% during weeks 27 to 78, and 70% during weeks 79 to 104 of incapacity for work, calculated based on the average number of hours worked over the last three months.*

### 3. The current scheme from the CLA for the Motor Vehicle and Two-Wheeler Industry applies to all other businesses:

- a. In the event of the employee's full or partial incapacity for work, the employer must continue paying the salary that the employee would have earned if fit for work, for a maximum period of 24 months, for which purpose 100% of the salary is paid for the first six months and 90% of the salary is paid for the next 18 months.

During this period of continued salary payment under a., the salary level may not fall below

the statutory minimum wage (Section 629(1) of the Dutch Civil Code).

b. Notwithstanding the provisions of paragraph 3(a), an employee who resumes work partially or on an occupational therapy basis during the 24-month period referred to in paragraph 3(a) will, for the duration of that period of resumed work, receive 100% of the salary that they would have earned if fit for work.

**Note:**

*A period of occupational therapy means the time during which the employee, under a structured plan prepared by the occupational health and safety physician or company doctor as part of the recovery process, performs work at no or reduced wage value.*

c. Notwithstanding the provisions of paragraph 3(a), an employee who has been determined to have no prospect of recovery and no remaining earning capacity will receive 100% of the salary that they would have earned if fit for work, for the entire period of up to 24 months referred to in paragraph 1(a).

**4. Waiting days**

For the first and second instances of reporting sick in any calendar year, the employer may not make deductions by applying waiting days. For the third and fourth instances of reporting sick in the relevant calendar year, the employer may apply one waiting day to each sickness report. A waiting day is at the employee's expense.

No additional waiting day may be applied if periods of incapacity for work follow one another with an interruption of less than four weeks.

Only days' holiday exceeding the statutory minimum may be used to compensate for waiting days.

**5. Monitoring during incapacity for work**

An employee who is unable to work due to illness or accident must cooperate with any medical or sickness absence checks determined and/or carried out under social security legislation (including by the occupational health and safety service and in accordance with the Working Conditions Act) and under the employer's internal regulations or sickness absence rules.

**6. Reduction of salary payment during incapacity for work**

If the employer's sickness absence protocol for employee incapacity gives the employer reason to suspect:

- unjustified use;
- abuse; or
- the deliberate failure to follow safety instructions,

the employer may attach consequences to this. The employer may do so only after one of these circumstances has been expressly established. If this has been expressly established, the employer may reduce the salary payment during incapacity for work to 70% of the gross salary. Where permitted by law, the employer may also deduct two waiting days on each occasion.

If the employer does so, it must provide the employee with a reasoned written decision.

The reduction referred to above is applied only when other measures have proved ineffective. Given the nature of this sanction, the employer must be very cautious in applying it. The employer may not apply the reduction on commercial grounds.

**Article 35A. Supplementary disability pension**

1. There is a company named 'Schadeverzekering Metaal en Technische Bedrijfstakingen N.V.'.

2. Under and subject to the conditions further set out in the relevant regulations, the company's purpose is to offer and administer insurance against financial risks resulting from incapacity for work.

The company also aims to collect and manage funds to finance the above purposes.

3. The implementation of the objectives described in paragraph 2 is further governed by the Supplementary Disability Pension CLA for the Metal and Engineering Industry, concluded in addition to this CLA.

**Note:**

For more information, visit [www.nvschade.nl](http://www.nvschade.nl)

### **Article 36. Death benefit**

In the event of the employee's death, the surviving relatives referred to in Section 7:674(3) of the Dutch Civil Code will receive a payment from the employer equal to the salary to which the employee was last legally entitled, covering the period from the day after death up to and including the last day of the second month after the month in which the death occurred.

### **Article 37 Training and sustainable employability**

1. In addition to paragraph 4 of this article, an employee is entitled to one paid training day per year. The employer continues to pay the salary for this day. The employee uses this day to work actively and independently on their sustainable employability. This does not apply to an employee participating in a regular training programme co-funded by the State.
2. The training day referred to in paragraph 1 may be arranged in consultation with the employer, in line with the training policy offered and customary through BOVAG (the association of motor car, garage and allied trades) or Drive.
3. Businesses with their own in-house training institute, recognised by BOVAG or Drive (or previously by the training fund board), may be exempted from the scheme referred to in Article 37.2.
4. Mandatory job-related training normally takes place during working hours and is reimbursed. If such training takes place outside working hours, salary plus any applicable supplements are payable.
5. At the employee's request, a personal training plan (PTP) will be drawn up in consultation with the employer.
6. An employee is entitled to one sustainable employability day per calendar year. The employee may use this day to work autonomously and independently on sustainable employability, for example for training, career development or coaching, or for health-related purposes. The day must be scheduled in due time in consultation between the employer and the employee.

**Note:**

*BOVAG and Drive have a PTP example available.*

*Businesses are advised to hold regular performance and appraisal interviews. BOVAG and Drive offer training for this purpose.*

### **Article 38. Pension Fund**

1. A foundation named Stichting Pensioenfond Metaal en Techniek is established in The Hague. The pension regulations are available from the Stichting Pensioenfond Metaal en Techniek. The correspondence address is PO Box 30020, 2500 GA The Hague.

**Note:**

For more information, visit [www.pmt.nl](http://www.pmt.nl)

### **Article 39. Compliance and deviation from this agreement**

1. If a legal or other dispute arises between the employer and the employee concerning the correct application of this CLA, and one or both parties have engaged a legal representative of the CLA parties, both the employee and the employer must make reasonable efforts to cooperate in providing all information necessary to assess whether the matter in dispute has been handled in accordance with the provisions of this CLA. This request must be made in writing and supported by sufficient arguments. The information to be provided includes employment contract(s), overviews of hours worked (including any balance hours), payslips, accrued holiday entitlements and supplements.

Applications for permission to deviate from this agreement must be submitted to the Social Fund for Service Stations and Car Wash Companies [*Sociaal Fonds Tankstations en Wasbedrijven – SFTW*]. The SFTW may grant exemption from one or more provisions of the CLA if, due to compelling reasons, it would not be reasonable to require compliance with those provisions. Compelling reasons exist in particular where the specific business elements differ in essential respects from those of other undertakings.

**Note:**

See the schedule for the exemption request procedure.

### **Article 40. Term**

This CLA enters into force on 1 April 2025 and ends on 31 December 2026, without any notice of termination being required.

### **Article 41.**

By order declaring the collective agreement binding on an entire industry (the "Order"), most of the provisions of this CLA apply to all employers and employees who, upon its entry into force or during the term of the Order, fall or become subject to its scope .

Some provisions were disregarded when the application to declare the collective agreement binding on the entire industry was made. These provisions are therefore binding only on organised employers and their employees.

Moreover, in some instances the Ministry of Social Affairs and Employment excludes certain provisions from the Order. These provisions, too, are binding only on organised employers and their employees. CLA provisions that by their nature do not qualify for being declared binding on the entire industry include provisions on pensions, reinsurance of employers' own risks, and provisions unrelated to labour. The order declaring the collective agreement binding on an entire industry shows which provisions fall within the scope of the Order. The decision to declare the collective agreement binding on the entire industry is published by the Ministry of Social Affairs and Employment on the website of the Employment Conditions Legislation Implementation Directorate ([www.uitvoeringarbeidsvoorwaardenwetgeving.nl](http://www.uitvoeringarbeidsvoorwaardenwetgeving.nl)) and on the site of the Government Gazette ([www.staatscourant.nl](http://www.staatscourant.nl)).

## **Agreements between the CLA parties**

### **Job classification system**

During the previous CLA period, the parties commissioned a study on modernising the job classification system. This study has been completed and delivered. The CLA parties have agreed to implement this new job classification system as from 1 January 2026.

### **Study on harmonising the pay system**

Following the modernisation of the job classification system, the CLA parties also wish to work towards harmonising the pay system. The parties will immediately commission an external party to carry out a study on this matter during the term of this CLA. The study will in any event examine actual pay (including individual pay systems), youth pay, comparable sectors, and the input of both employers' and employees' representatives.

### **Abolition of youth pay for 20-year-olds in job categories 3 and 4**

The CLA parties believe that young people in the sector should be properly paid. A significant step in this direction was taken in the previous CLA. The parties have now agreed to abolish youth pay for employees aged 20 in job categories 3 and 4.

### **Reservation in case of legislative amendments in employment or social security law during the term of the CLA**

If amendments are made to employment and/or social security legislation during the term of the CLA that affect the contents of this CLA, the parties will consult on the possible consequences. If the amendment so requires, the parties will make supplementary or corrective arrangements.

## SCHEDULES

As of 1 January 2026, the job classification structure shall apply as set out in the Job Classification Handbook for Service Stations and Car Wash Companies, available at [www.SFTW.nl](http://www.SFTW.nl) and included as an appendix to the Dutch version of this collective labour agreement.

Valid until 31 December 2025

### Salary tables

#### Job classification list for the CLA for Service Stations and Car Wash Companies

##### JOB CATEGORY 1:

Work of a simple nature carried out in accordance with precise instructions and/or under direct supervision. The employee must acquire the necessary knowledge of the products and services sold or provided by the service station and/or car wash. This category covers employees with no prior experience of working in the service station and car wash sector.

Possible job titles – service station:

- Gardener
- Shelf-stacker
- Shop/forecourt/car wash cleaner
- Junior sales assistant
- Junior snack-bar assistant
- Junior administrative assistant

Possible job titles – car wash:

Junior car wash attendant

- Pre-wash assistant
- Assistant truck and/or car wash attendant
- Trainee

##### JOB CATEGORY 2:

Work of a less simple nature requiring some degree of technical, practical and business knowledge, carried out – although under supervision – with a certain degree of independence.

Possible job titles – service station:

- Sales assistant
- Snack-bar assistant
- Administrative assistant

Possible job titles – car wash:

- Truck and/or car wash attendant
- Assistant sales assistant

##### JOB CATEGORY 3:

Independent work requiring technical, practical and business knowledge, including the occasional supervision of a few employees in job categories 1 and 2, or independent work requiring specialist knowledge and skill.

Possible job titles – service station:

- Senior sales assistant
- Senior administrative assistant

Possible job titles – car wash:

- Truck and/or car wash manager
- Team leader
- Senior truck and/or car wash attendant

- Junior administrative assistant

#### JOB CATEGORY 4:

Independent work requiring extensive technical, practical and business knowledge, as well as substantial supervisory responsibility for employees classified in job categories 1, 2 and 3.

Possible job titles – service station:

- Assistant manager
- Station manager

Possible job titles – car wash:

- Manager
- Branch manager
- Location manager

#### JOB CATEGORY 5:

Full daily management of all employees working at the service station or stations, responsibility for accounting, the purchase and sale of all items and motor fuels, responsibility for personnel policy at the station or stations, and responsibility for applying the hygiene code and environmental management system at the station or stations, including responsibility for achieving the undertaking's objectives and keeping records.

Possible job titles – service station:

- General manager

### Salary table per four-week period as at 1 April 2025

AGE	1 (WML)	2	3	4	5
15	641.44	1,164.81			
16	737.20	1,294.23			
17	843.60	1,438.04			
18	1,068.56	1,597.82			
19	1,282.88	1,775.35			
20	1,710.00	1,972.62			
21	2,137.12	2,149.85	2,251.38	2,412,00	2,549.54
<b>1. under supervision</b>	gardener, shelf-stacker, cleaner, junior sales assistant				
<b>2. under supervision</b>	sales assistant, snack-bar assistant, car wash attendant, administrative assistant				
<b>3. independent</b>	senior sales assistant				
<b>4. supervisory</b>	assistant manager				
<b>5. supervisory</b>	general manager				
<p>This is the salary table as at 1 April 2025. The amounts shown for job category 1 are based on the statutory minimum wage (WML) applicable on 1 January 2025. These amounts are calculated in accordance with the WML Knowledge Document 2024 (number of hours per period multiplied by the hourly wage). The amounts shown for job categories 2 to 5 are derived from the monthly salary table in Article 27 of this CLA. For the purpose of the conversion, the monthly salary amount was divided by 13 and multiplied by 12.</p> <p>From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.</p>					

**Years-of-service table per four-week period as at 1 April 2025**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	2,137.12	2,149.85	2,251.38	2,412.00	2,549.54
1	2,137.12	2,217.23	2,284.62	2,431.38	2,603.08
2	2,137.12	2,251.38	2,316.00	2,449.85	2,644.62
3	2,137.12	2,284.62	2,351.08	2,472.92	2,683.38
4				2,488.62	2,718.46
5				2,509.85	2,749.85
6				2,526.46	2,789.54
7					2,824.62
8					2,861.54

This is the years-of-service salary table as at 1 April 2025.

The amounts shown for job category 1 and years of service 0 to 3 are based on the statutory minimum wage (WML). These amounts are calculated in accordance with the WML Knowledge Document 2024 (number of hours per period multiplied by the hourly wage) and are based on the WML applicable on 1 January 2025. The amounts shown for job categories 2 to 5 are derived from the monthly salary table in Article 27 of this CLA. For the purpose of the conversion, the monthly salary amount was divided by 13 and multiplied by 12.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

**Salary table per four-week period as at 1 July 2025**

AGE	1 (WML)	2	3	4	5
15	656.64	1,220.14			
16	755.44	1,355.71			
17	864.88	1,506.34			
18	1,094.40	1,673.71			
19	1,313.28	1,859.68			
20	1,751.04	2,066.31			
21	2,188.80	2,251.96	2,358.33	2526.57	2,670.64
<b>1. under supervision</b>	gardener, shelf-stacker, cleaner, junior sales assistant				
<b>2. under supervision</b>	sales assistant, snack-bar assistant, car wash attendant, administrative assistant				
<b>3. independent</b>	senior sales assistant				
<b>4. supervisory</b>	assistant manager				
<b>5. supervisory</b>	general manager				
<p>This is the salary table as at 1 July 2025.</p> <p>The amounts shown for job category 1 are based on the statutory minimum wage (WML) applicable on 1 July 2025. These amounts are calculated in accordance with the WML Knowledge Document 2024 (number of hours per period multiplied by the hourly wage). The amounts shown for job categories 2 to 5 are derived from the monthly salary table in Article 27 of this CLA. For the purpose of the conversion, the monthly salary amount was divided by 13 and multiplied by 12.</p> <p>From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.</p>					

**Years-of-service table per four-week period as at 1 July 2025**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	2,188.80	2,251.96	2,358.33	2,526.57	2,670.64
1	2,188.80	2,322.55	2,393.13	2,546.88	2,726.72
2	2,188.80	2,358.33	2,426.01	2,566.21	2,770.23
3	2,193.25	2,393.13	2,462.75	2,590.39	2,810.85
4				2,606.82	2,847.59
5				2,629.06	2,880.46
6				2,646.47	2,922.04
7					2,958.78
8					2,997.46

This is the years-of-service salary table as at 1 July 2025

The amounts shown for job category 1 and years of service 0, 1 and 2 are based on the statutory minimum wage (WML). These amounts are calculated in accordance with the WML Knowledge Document 2024 (number of hours per period multiplied by the hourly wage) and are based on the WML applicable on 1 July 2025.

The amounts shown for job category 1, year of service 3, and for job categories 2 to 5, are derived from the monthly salary table set out in Article 27 of this CLA. For the purpose of the conversion, the monthly salary amount was divided by 13 and multiplied by 12.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

**Salary table per four-week period as at 1 January 2026**

AGE	1 (WML)	2	3	4	5
15	WML	1,265.89			
16	WML	1,406.55			
17	WML	1,562.83			
18	WML	1,736.48			
19	WML	1,929.42			
20	WML	2,143.80			
21	WML	2,336.41	2,446.76	2,621.32	2,770.79
<b>1. under supervision</b>	gardener, shelf-stacker, cleaner, junior sales assistant				
<b>2. under supervision</b>	sales assistant, snack-bar assistant, car wash attendant, administrative assistant				
<b>3. independent</b>	senior sales assistant				
<b>4. supervisory</b>	assistant manager				
<b>5. supervisory</b>	general manager				
<p>This is the salary table as at 1 January 2026.</p> <p>The statutory minimum wage (WML) must be paid in job category 1. The WML per four-week period is calculated in accordance with the WML Knowledge Document 2024 (number of hours per period multiplied by the hourly wage). The amounts shown for job categories 2 to 5 are derived from the monthly salary table in Article 27 of this CLA. For the purpose of the conversion, the monthly salary amount was divided by 13 and multiplied by 12.</p> <p>From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.</p>					

**Years-of-service table per four-week period as at 1 January 2026**

<b>YEARS OF SERVICE</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
0	WML	2,336.41	2,446.76	2,621.32	2,770.79
1	WML	2,409.64	2,482.88	2,642.38	2,828.98
2	WML	2,446.76	2,516.99	2,662.45	2,874.12
3	2,284.29*	2,482.88	2,555.11	2,687.53	2,916.25
4				2,704.58	2,954.37
5				2,727.65	2,988.48
6				2,745.71	3,031.62
7					3,069.74
8					3,109.87

This is the years-of-service salary table as at 1 January 2026.

The statutory minimum wage (WML) must be paid in job category 1, years of service 0, 1 and 2. The WML per four-week period is calculated in accordance with the WML Knowledge Document 2024 (number of hours per period multiplied by the hourly wage).

The amounts shown for job category 1, year of service 3, and for job categories 2 to 5, are derived from the monthly salary table set out in Article 27 of this CLA. For the purpose of the conversion, the monthly salary amount was divided by 13 and multiplied by 12.

From 1 January 2024, employers are required to pay employees at least the statutory minimum hourly wage for every hour worked. This minimum wage thus determines the calculation of the monthly wage for job category 1. A separate table for this purpose is included in this CLA.

If this amount changes, the new statutory amount applies.

## **REGULATION ON SUPPLEMENTING THE EMPLOYMENT CONTRACT IN CONNECTION WITH REIMBURSING MEMBERSHIP FEES OF AN EMPLOYEES' ORGANISATION**

### **Article 1.**

The employee may submit a request to the employer to reduce their gross salary in December of 2025 and 2026 by the amount of the membership fees paid by them to an employees' organisation during the relevant calendar year. The employer must grant this request in exchange for an expense allowance equal to the membership fees paid, as further specified in this regulation.

### **Article 2.**

1. The employee must notify the employer in writing no later than 15 November of the relevant calendar year that they wish to make use of the exchange option referred to in Article 1.
2. The employee must provide the employer with a written statement of the actual membership costs for the relevant calendar year and must also submit the original declaration issued by the employees' organisation. Failure to meet the deadline referred to in paragraph 1 of this article will result in exclusion from participation.
3. The expense allowance referred to in Article 1 of this regulation is determined on the basis of the information provided by the employee and in accordance with the applicable tax and social insurance laws and regulations, in combination with the original declaration from the employees' organisation.
4. If the employee meets the conditions set out in paragraphs 1 and 2 of this article, the expense allowance referred to in Article 1 of this regulation will be paid by the employer together with the salary for December of the relevant calendar year or the final four-week payment of that calendar year.

### **Article 3.**

Upon termination of employment, regardless of the reason, the right to reimbursement referred to in Article 1 of this regulation ceases.

### **Article 4.**

If an inspection by the Tax and Customs Administration or the Employee Insurance Agency (UWV) shows that the tax-free or contribution-free reimbursement was wrongly granted or paid in an excessive amount, resulting in an additional assessment for the employer, this additional assessment (including any interest and penalties) will be payable by the employee if the cause of the additional assessment can be attributed to them.

## COMPENSATION SCHEME IN CONNECTION WITH THE DISCONTINUATION OF THE SUNDAY SUPPLEMENT

The following compensation scheme applies to employers who were covered by the CLA for the Motor Vehicle and Two-Wheeler Industry up to 1 December 2009.

The compensation scheme applies to employees, excluding holiday and on-call workers, who were regularly scheduled to work on Sundays during the period from 1 July 2009 to 31 December 2009. The compensation is determined as follows: Number of Sundays worked (during the above period from 1 July 2009 to 31 December 2009) × average number of hours per shift × gross hourly wage × 35% = €... ÷ 6 months. The result is the gross amount to be added to the gross monthly salary (if the employee is paid every four weeks, the calculation is number of Sundays worked (during the aforementioned period) × average number of hours per shift × gross hourly wage × 35% = €... ÷ 26 weeks × 4).

### Example calculation

If:

- number of Sundays worked: 14
- average number of hours per shift: 8
- gross hourly wage: €9.00

$$14 \times 8 \times 9 \times 35\% = \text{€}352.80 \div 6 \text{ months} = \text{€}58.80$$

The result is the gross amount to be permanently added to the gross monthly salary.

The compensation thus becomes part of the salary, resulting in a new gross monthly salary.

If the employee did not work the full period between 1 July 2009 and 31

December 2009, the number of Sundays worked should be determined based on the weeks in which the employee actually worked.

Note: This compensation scheme does not apply to employees who were already covered by the Service Station CLA before its entry into force, as the Sunday supplement had already been compensated for and no longer applied there.

## COMPENSATION SCHEME FOR PUBLIC HOLIDAYS – EMPLOYEES COVERED BY THE MOTOR VEHICLE AND TWO-WHEELER INDUSTRY CLA AS AT 1 DECEMBER 2009

The public holiday compensation scheme applies to employees, excluding holiday and on-call workers, who were covered by the CLA for the Motor Vehicle and Two-Wheeler Industry up to 1 December 2009 and who were entitled to the scheme described in Article 80(6)(c) of that CLA. These employees receive compensation based on the number of public holidays on which they are scheduled to work in the current calendar year. The compensation is determined as follows: Number of public holidays worked in 2010 × average number of hours per shift × gross hourly wage = €... ÷ 12 months. The result is the gross amount to be added to the gross monthly salary as from 1 January 2011 (if the employee is paid every four weeks, the calculation is: number of public holidays worked in 2010 × average number of hours per shift × gross hourly wage = €... ÷ 52 weeks × 4).

### Example calculation

If:

Number of public holidays in 2010: 3

Average number of hours per shift: 8

Gross hourly wage: €9.00

$$3 \times 8 \times 9 = 216 \div 12 \text{ months} = \text{€}18.00.$$

The result is the gross amount to be permanently added to the gross monthly salary. The compensation thus becomes part of the salary, resulting in a new gross monthly salary.

If the employee did not work for a substantial part of 2010, the employer must use the previous year as the reference for determining the number of public holidays worked.

After consultation with the employer, the employee may choose to receive the compensation described above wholly or partly in the form of leave. Before the end of each calendar year, the employee must indicate whether this choice will also apply for the following calendar year.

In consultation with the employees, the former arrangement may also continue to apply, under which work on a public holiday is compensated by time off equal to the number of hours worked on that day. The public holiday supplement of 25% also remains applicable.

**COMPENSATION SCHEME FOR ADDITIONAL DAYS' HOLIDAY FOR OLDER EMPLOYEES**

Employees who were covered by the CLA for the Motor Vehicle and Two-Wheeler Industry before this CLA entered into force, who were in employment on 1 January 2010 and aged 45 or older, are compensated according to the following table. The age on 1 January 2010 is decisive for this purpose.

45–49 years	1 day (at age 60, a further 4 additional days under the new scheme)
50–55 years	5 days (at age 60, a further 4 additional days under the new scheme)
56–60 years	8 days (at age 60, a further 4 additional days under the new scheme)
61–65 years	12 days (including the 4 days under the new scheme)
If an employee was entitled to a higher number of days on 1 January 2010 than shown in the table above, they retain that higher entitlement.	

When calculating the number of days' holiday based on the graduated scale above, Article 32, paragraph 12 does not apply. Instead, depending on the length of service as at 1 January 2010, the following applies:

- one additional day's holiday for service of 10 years or more but less than 20 years;
- two additional days' holiday for service of 20 years or more but less than 30 years; and
- three additional days' holiday for service of 30 years or more.

After 1 January 2010, the length-of-service scheme set out in Article 32, paragraph 12 applies again.

**Note:**  
*Example of an employee who was 53 years old on 1 January 2010 and had 21 years of service:  
 This employee is entitled to an annual compensation of 5 days plus 2 days = 7 additional days' holiday (53 hours). On reaching the age of 60, the number of additional days' holiday increases by 4 days, from 7 to 11. With 30 years of service, the employee then receives 3 further additional days' holiday under Article 32, paragraph 12, bringing the total to 14 days.*

Payment of the compensation scheme

Payment of the compensation referred to in this schedule must be made in December of each year or upon the employee's termination of employment. The compensation is paid on a pro rata basis for part-time employees and in the case of termination of employment.

**Note:**  
*In businesses that were covered by the Service Station CLA before this CLA entered into force, employees have not accrued additional days' holiday based on age since 1 January 2007. A compensation scheme had already been established for employees who entered employment before 1 January 2007. The above compensation scheme therefore does not apply to businesses and employees that were covered by the Service Station CLA before this CLA entered into force.*

## **CONDITIONS FOR APPLYING CAMERA-ASSISTED CLOSING (ARTICLE 25, PARAGRAPH 6 OF THE WORKING CONDITIONS)**

### **General requirements**

- Closing with camera surveillance must form part of an active security policy.
- Consultation must have taken place with the employees, and the employees must have agreed to the use of closing with camera surveillance.
- Only employees who have individually given their written consent to closing with camera surveillance may be assigned to perform it.
- The employer must notify SFTW in writing of the service station where closing with camera surveillance will be implemented.

### **Note:**

*The template form for this notification can be found at [www.sftw.nl](http://www.sftw.nl).  
The form can be sent to SFTW, Pompmolenlaan 10C, 3447 GK Woerden.*

### **Technical requirements**

- There must be a connection to the police Live View system.
- The Live View system must be available for use throughout the entire shift (not only during closing).
- The internet speed must be sufficient for the control room operator to monitor the images clearly.
- The positioning of the cameras must be set up for camera-assisted closing: the door, as well as the rear and sides of the service station and the employee's route to their vehicle, must be clearly visible.
- It must be visible to the employee that monitoring is taking place (for example, by means of a light).
- The control room operator must be able to speak through the loudspeakers on the forecourt.
- The system must be capable of being tested remotely each day (for example, by 'pinging').
- It must be clearly indicated on the forecourt that camera-assisted closing is in use (for example, by means of a sign).

### **Procedural requirements**

- A period of at least four weeks will be run in parallel, meaning that both physical closing supervision and remote supervision will take place. This period is intended to resolve any initial issues.
- There must be a clear internal protocol (for service station employees) and external protocol (for the control room) on how to act during the closing procedure. These protocols must at least include instructions on:
  - 1) how to contact the control room;
  - 2) how the employee leaves the premises (on foot, by bicycle, by car, etc.) and where the employee may park;
  - 3) the signal confirming that the situation is safe and the employee may leave;
  - 4) how the employee must act if the situation is unsafe and/or the system is not working;
  - 5) keeping the lighting on for a certain period after the employee has left;
- agreements with the alarm service regarding physical backup (for example, dispatching a vehicle to the site if necessary);
- ensuring that the control room operator is capable of carrying out such procedures.

# REGULATION ON THE GENERATION PACT FOR SERVICE STATIONS AND CAR WASH COMPANIES

## Definitions

### Article 1.

For the purpose of this regulation, the following definitions apply:

- a. **Supplement to the Employment Contract:** the schedule to this regulation in which the arrangements between the employer and employee concerning the application of the Generation Pact are set out.
- b. **Sector:** the Service Stations and Car Wash Companies sector as described in Article 3 of the CLA.
- c. **CLA:** the Collective Labour Agreement for the Service Stations and Car Wash Companies Sector 2025–2026.
- d. **Actual salary:** the percentage of the original salary that the employee will earn after a Variant takes effect.
- e. **Actual working hours:** the percentage of the original working hours that the employee will work after a Variant takes effect.
- f. **Original working hours:** the working hours applicable before one of the Variants was implemented.
- g. **Original salary:** the salary applicable to the employee before one of the Variants was implemented.
- h. **Pension accrual:** the pension accrual through PMT and the corresponding contribution rate.
- i. **Variants:** the options available under the Generation Pact, which are as follows:
  - Variant 1: 80% of the original working hours – 90% of the original salary – 100% pension accrual (80–90–100)
  - Variant 2: 70% of the original working hours – 85% of the original salary – 100% pension accrual (70–85–100)
  - Variant 3: 60% of the original working hours – 80% of the original salary – 100% pension accrual (60–80–100)
- j. **Employer:** an employer in the Service Stations and Car Wash Companies sector, as defined in Articles 1 and 3 of the CLA.
- k. **Employee:** an employee as referred to in Article 2 of the CLA.

## General provisions

### Article 2.

1. An employee aged 60 or older may request the employer to apply a Variant of their choice.

2. Mutual consent applies to Variants 2 and 3 for employees aged 60 or older who have been employed for at least one year. This means that participation in the Generation Pact under Variant 2 or 3 is possible only if both the employer and the employee agree.
3. Variant 1 must be implemented, in principle, no later than six months after the employee's request. If the employer and the employee do not reach agreement on Variant 1, they may jointly submit the issue to the board of the Social Fund for Service Stations and Car Wash Companies. The board will issue a binding opinion based on the principles of reasonableness and fairness. The procedure is set out in the schedule and also available at [www.sftw.nl](http://www.sftw.nl)
4. Variant 2 and 3 must also be implemented, in principle, no later than six months after the employee's request. The conditions are that the employee is within three years of their state pension age, works at least 38 hours per week, and had been employed for at least three years prior to participating in the scheme. If the employer and the employee do not reach agreement on Variant 2, they may jointly submit the issue to the board of the Social Fund for Service Stations and Car Wash Companies. The board will issue a binding opinion based on the principles of reasonableness and fairness. The procedure is set out in the schedule and also available at [www.sftw.nl](http://www.sftw.nl).
5. If the request is granted, this will be recorded in the Supplement to the Employment Contract.

### **Article 3.**

1. A Variant may be used only if the employee continues to work at least 22.8 hours per week.
2. When a Variant is used, the additional holiday entitlements based on age cease to apply.
3. An employee participating in the Generation Pact may not take on new paid outside activities or expand existing paid outside activities.
4. Participation in a Variant ends on the date a pension payment commences, including on a part-time basis.

### **Notification to the sector administrator**

#### **Article 4.**

1. The employer must report the actual salary, including the CLA increases referred to in Article 27 of the CLA and the usual elements forming part of the salary base, to the sector administrator MN.
2. If pension contributions are paid to PMT, the employer retains the right to continue the usual deductions from the original salary.
3. When a Variant is used, pension accrual continues at 100%.

### **Allowances**

#### **Article 5.**

1. When a Variant is used, time-for-time compensation applies, based on the percentage of the Original Working Hours.

*Example when Variant 2 is used, i.e. 70% work – 85% salary – 100% pension, the accrual of days' holiday is based on 70% of the original working hours.*

2. When a Variant is used, time-for-time compensation applies, based on the percentage of the Original Salary.  
*Example when Variant 1 is used, i.e. 80–90–100 (80% of the original working hours, 90% of the original salary and 100% pension accrual), the holiday allowance is calculated on 90% of the original salary.*
3. Formula for calculating an hourly wage including a supplement:  
Actual salary × 100 / percentage of salary (i.e. 80, 85 or 90) = amount A  
Amount A × 0.607% = amount B  
Amount B × supplement percentage = hourly wage including supplement

*Example: Variant 3 (60% work – 80% salary – 100% pension) is chosen, the actual salary is €2,000, and there is a 28.5% overtime supplement:*  
 $€2,000 \times 100 / 80 = €2,500$   
 $€2,500 \times 0.607\% = €15.17$   
 $€15.17 \times 1.285 \text{ (supplement)} = €19.50$

**Note:**

1. For a monthly salary, the percentage to be used is 0.607% (based on an average 38-hour working week). For a four-weekly salary, the percentage to be used is 0.658%.
2. Examples of time-for-money include overtime supplements and night-shift supplements.

**Miscellaneous**

**Article 6.**

If the employee becomes incapacitated for work while using a Variant, pension accrual will, after two years of incapacity for work or after the end of the employer's statutory obligation to continue salary payments during incapacity for work, continue on a non-contributory basis and be calculated on 100% of the original salary.

**Term**

**Article 7.**

1. This regulation enters into force on 1 August 2020 and ends on 31 December 2026.
2. Use of a Variant during the term of this regulation continues after its expiry until it ends as referred to in Article 3(4) of this regulation, on termination of the employment relationship or in consultation between the employer and the employee.

## **RULES IN THE EVENT OF A DISPUTE REGARDING USE OF THE GENERATION PACT FOR SERVICE STATIONS AND CAR WASH COMPANIES**

1. When exercising employee rights under Variant 1, 2 or 3 of the Generation Pact, the relevant Variant must be implemented, in principle, within six months of the employee's request.
2. If the employer believes that compelling business or operational interests preclude the employee from using this Variant of the Generation Pact, the employer and the employee will consult each other.
3. The employer must set out their position in writing, giving reasons, and communicate it to the employee.
4. If this position does not lead to agreement, or if the employer has not submitted a written, reasoned position to the employee within six months of the request, the employer and the employee may jointly submit the matter to the board of the Social Fund for Service Stations and Car Wash Companies for a binding opinion. If the employer has not yet provided a written, reasoned position, the board will ask the employer to cooperate with the procedure and to submit a written statement. The employer is required to comply with this request from the board.
5. If the board of the Social Fund for Service Stations and Car Wash Companies considers it necessary in view of the circumstances of the case, the parties will be given the opportunity to be heard, individually or jointly.
6. The board of the Social Fund for Service Stations and Car Wash Companies will make a balanced assessment of the interests involved, based on reasonableness and fairness, and will issue a binding decision within two months of receiving the request regarding the possibility of using the Generation Pact.
7. Throughout the procedure and in issuing its binding decision, the board of the Social Fund for Service Stations and Car Wash Companies will observe the general principle of hearing both sides, the right to an impartial and independent decision, and the right to a reasoned judgment.

## **PROCEDURE FOR EXEMPTION REQUESTS**

- A. Requests for exemption must be submitted in writing to the SFTW, Pompmolenlaan 10C, 3447 GK Woerden.
- B. The exemption request must clearly specify the article(s) from which exemption is sought.
- C. The exemption request must also include:
  - an explanation of the reason(s) for requesting exemption;
  - supporting evidence demonstrating the necessity of the exemption (also see D);
  - documents showing the position of the employees or employee representatives on the exemption request (for example, minutes of meetings);
  - the period for which exemption is requested.
- D. If the undertaking's commercial situation is cited as the reason for the exemption request, the request must also include:
  - accountants' statements regarding the undertaking's commercial situation;
  - a plan to improve the undertaking's commercial situation in the near future;
  - where applicable, a copy of a letter from the Labour Inspectorate confirming that exemption is necessary to allow short-time working, including on a temporary basis.

- E. The SFTW will send the applicant a confirmation of receipt, stating when the request will be considered.
- F. In principle, the SFTW will consider the request at its next regular meeting, provided there are at least ten working days between receipt of the request and that meeting.
- G. If the SFTW deems it necessary, it may request a further written response
- H. The SFTF may decide to hold a hearing. The applicant may arrange to be assisted by experts or represented by an authorised representative at their own expense. Notice of an expert or representative must be given at least five working days before the hearing.
- I. The SFTW will issue a written, reasoned decision within twelve net weeks of the date of receiving the request. 'Twelve net weeks' excludes any hearing and/or further written questions. In unforeseen cases, the SFTW may extend this period twice by four weeks. The SFTW will notify the applicant of this in writing, giving reasons.
- J. If the SFTW concludes that the request does not concern a matter as referred to in Article 39 of the CLA, the request will not be considered.