

#211207

COLLECTIVE AGREEMENT FOR THE TRAVEL INDUSTRY

1 January 2022 – 30 June 2022

entered into between:

a. The Dutch Association of Travel Agents and Tour Operators (ANVR) in Leusden as the first party, represented by:

F.J.P. Oostdam, chairperson A. Kers, vice-chairperson

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and

b. The Dutch trade union CNV Vakmensen.nl in Utrecht, represented by:

P. Fortuin, director K. Huntjens, director

.....

c. The Dutch Trade Union Confederation FNV in Utrecht, represented by:

M. Gafki, director

.....

Application of the collective agreement

Article 1 – Applicability of the collective agreement

1. To whom does the collective agreement apply?

The arrangements in this collective agreement apply to employees and employers of whom the company or part of the company conducts the business of (online) tour operator and/or (online) travel agent.

2. To whom does the collective agreement not apply?

The arrangements in this collective agreement do not apply to:

- a. Companies or parts of companies to which a collective agreement applied on 1 January 1993
- b. Coach companies
- c. Airline companies
- d. Shipping companies
- e. Railway companies
- f. Trainees
- g. Holiday workers

3. To whom does the collective agreement apply in part / in an adapted version?

- a. The provisions on the determination of the remuneration and the working hours do not apply to employees with a job level above job category 8, as included in Appendix 1.
- b. Temporary workers, see Article 1.4.
- c. On-call workers, see Article 5.
- d. Tour leaders and tourist guides, see Articles 16, 25 through 27.

4. Temporary workers and persons employed through a payrolling company

a. The following articles of this collective agreement apply to temporary workers:

- Article 12 Overtime (allowance)
- Article 15 Job classification and remuneration
- Article 17 Individual pay rise
- Article 19 Holiday allowance
- Article 20 Special hours (allowance)

b. As a hirer, the employer is obliged to ensure that the temporary employment agency or employer using a payrolling company applies the employment conditions as referred to in this article to temporary workers and workers employed through a payrolling company. The employer does this by including a provision in the agreement for services with the temporary employment agency or payrolling company, stating that the provisions of this article will be applied. If the temporary employment agency has been bound, directly or by means of an **order extending the applicability of a collective agreement**, by a collective agreement that provides for the direct effect of paragraphs 1 and 2 of this article, the employer will be deemed to have fulfilled its obligations of this article.

c. The employer will only use NEN 4400-certificied employment agencies listed in the Labour Standards Register.

d. If the employer fails to fulfil its obligations as set out in paragraphs 1 and 2 of this article, the temporary worker may claim compliance with these provisions from the employer.

e. Employees who work under a payroll construction are entitled to the same employment conditions as employees who have a regular employment contract with the employer.

5. Derogation from the collective agreement for the benefit of the employee only

The employer can only derogate from this collective agreement for the benefit of the employee. Wages and employment conditions agreed in the company that are more favourable than the provisions of this collective agreement remain in force.

Article 2 – Definitions

General: Where reference is made to the employee, both the female and the male employee are meant

1. **Employer:** any natural person or legal entity that operates one or more companies which conduct the business of (online) tour operator and/or (online) travel agent for more than 50% of the wage bill and that employs one or more employees.
2. **(Online) Tour operator:** anyone who, in the course of his business, offers (pre-)organised trips in his own name. This also includes anyone who, in the Netherlands, provides intermediary services, for the benefit of travellers from the Netherlands or other countries or for the benefit of travel companies established outside the Netherlands, for the execution of trips or parts thereof.
3. **(Online) Travel agent:** anyone who, in the course of his business, provides intermediary services for the formation of agreements for travel in the broadest sense, including agreements with regard to transport, accommodation, and package tours.
4. **Employee:** the man or woman who has entered into an employment agreement with the employer within the meaning of Book 7, article 610 of the Dutch Civil Code and whose work location is in the Netherlands.
5. **Tour leader¹:** the employee who, based on an agreed programme, takes round or supervises groups of travellers at the location of the travel destination, or takes care of parts of a programme (sports, excursions, tours, etc.). When returning to the Netherlands after supervising the trip, the tour leader has his usual work location in the Netherlands.
6. **Tourist guide¹:** The employee who, at the location of the travel destination, informs individual travellers and groups on tourist attractions and provides facilities support. The tourist guide helps travellers on their way to discovering the country themselves. When returning to the Netherlands after guiding the tour, the tour leader has his usual work location in the Netherlands.
7. **On-call worker:** the man or woman who has entered into an on-call contract within the meaning of Book 7, article 628a, paragraph 9 of the Dutch Civil Code.

¹ The work to be carried out is the guiding principle for the job classification (see article 16).

8. **Gross pay:** the gross pay in any period excluding allowances, bonuses and suchlike.
9. **Net wages:** the net wages in any period including any allowances, bonuses and suchlike.
10. **Hourly wage:** the periodic pay, divided by the number of hours that a full-time employee works per period.
11. **Seasonal work:** the kind of work which, as a result of climatic or natural circumstances, cannot be carried out for more than nine months per year (see Appendix 4 for an overview).

My employment agreement

Article 3 – My work

1. Trial period

The trial period in an employment agreement is as follows:

- agreements for six months or shorter: no trial period
- agreements for more than six months and no more than two years: one month
- agreements for an indefinite period of time: two months

The employer will not agree a trial period if the employee has performed the same job for the employer prior to the employment.

2. Notice period

In derogation from Book 7, article 672, paragraphs 2 and 3 of the Dutch Civil Code, a notice period of two months applies for both the employer and the employee. This period may be deviated from in individual employment agreements, provided that the notice period cannot be shorter than one month.

3. Termination of the employment agreement

a. An employment agreement for an indefinite period of time terminates:

- by notice of termination given by the employer or the employee, with due observance of the notice period;
- pursuant to the other statutory provisions.

b. An employment agreement for a definite period of time terminates on the last day of the agreed contract term.

c. The employment agreement terminates on the same day of the month in which the employee reaches the state pension age applicable to him or her.

Article 4 – Chain provision and seasonal work

1. Chain provision

Pursuant to the law (Book7, article 668a, paragraph 1 of the Dutch Civil Code), an employment agreement for an indefinite period of time is formed when three employment agreements have been concluded between the parties and/when the employment agreements exceed a period of 36 months. The chain of employment agreements can only be broken when there is a period of at least six months between the employment agreements.

2. Exception for seasonal work

For seasonal work as defined in Article 2 paragraph 11 of the collective agreement, the interval between the employment agreements has been shortened from six months to three months, provided that the seasonal nature is included in the written employment agreement by means of the prefix 'seasonal', supplemented with a reference to Appendix 4 of the Collective Agreement for the Travel Industry.

Article 5 – On-call workers

1. Applicability of the collective agreement

The provisions of this collective agreement apply to on-call workers, with due observance of the following paragraphs of this article.

2. At least three hours for each call

The work of an on-call worker will be carried out in periods of at least three hours. The employer is only entitled to have the on-call worker carry out work in periods of less than three hours on the express request of this worker.

3. Holiday allowance

The employer is entitled to grant an additional payment to the hourly wage of 8%, instead of paying an annual holiday allowance.

4. Number of hours to be worked

For each on-call situation, the number of hours to be worked will be determined in joint consultation.

Article 6 – Working abroad

The client is obliged to ensure that a person registered with a Dutch municipality and who accompanies customers abroad, exclusively or mainly for that Dutch tour operator, other than on the basis of an employment agreement:

- a. in the event of occupational disability, will receive the compensation agreed for the work for the period of time during which the agreement would apply, with a maximum of six months;
- b. in the event of an accident during the term of the agreement, will be granted an insurance benefit amounting to the costs of repatriation to the Netherlands, and also:
 - a one-off insurance benefit of € 4.538,- in the event of death;
 - an insurance benefit of € 113.445.- in the event of permanent invalidity;
- c. in the event of death, that the surviving dependants are granted a death benefit as specified in Article 22 of this collective agreement.

My time

Article 7 – Working time and working hours

1. Usual working time

Usual working time is taken to mean the work that is carried out for:

- no more than nine hours per day, and
- no more than five days per week on average, calculated over a consecutive period of no more than 13 weeks and pro rata in the case of an agreed working week of less than five days.

For attaining the five-day working week, the employee who has worked six days in a working week is entitled to compensation of this sixth day within thirteen weeks. A consecutive working period cannot exceed six days. For part-timers, this applies in proportion to their agreed working week.

- no more than 39 hours per week on average, calculated over a consecutive period of no more than 26 weeks.

2. Usual working hours

Usual working hours are: Monday through Saturday between 07:00 and 20:00, interrupted by a break of at least half an hour.

3. Working on Sundays and public holidays

In principle, work on Sundays and public holidays is done on a voluntary basis. If the employer does not succeed in obtaining the necessary staffing level using volunteers, the employer can oblige employees to work on no more than eight Sundays and public holidays per year. This does not apply for employees with demonstrable conscientious objections. Working on the above-mentioned Sundays and public holidays is not regarded as overtime, but will be included in the work rosters and taken into account when determining the average working week.

4. Commencement and end of working hours

For each company, the commencement and end of the working hours have to be further determined.

Article 8 – Leave

1. The number of annual days of holiday is:

a. 24 days

b. in derogation from the provisions under a, the number of annual days of holiday for an uninterrupted employment of at least 5 full years within the travel industry when reaching the following ages during the current holiday year is: 25 days for 45 years, 26 days for 50 years, 27 days for 55 years.

2. Leave days on a pro rata basis

When the employee has been employed for part of a calendar year, or has worked part-time during the calendar year or part thereof, he will be entitled to a pro rata part of the days of holiday specified in paragraph 1. An employee who works part-time also accrues holiday rights over the hours worked in excess of his contractual working time, unless this concerns overtime.

3. Further rules for taking holidays

The holiday year is equal to a calendar year, unless a different period has been agreed with the works council or the employee representative body. The employer provides further rules for taking holidays. The employer determines the start and end dates of the holiday period after consultation with the employee. Any consecutive holiday period to be determined by the employer will start between 30 April and 1 October as far as possible.

4. Consecutive holidays

The employee is entitled to take up at least three consecutive weeks of holiday per calendar year. The employer is entitled to stipulate that the employee takes at least two consecutive weeks of holiday per calendar year.

5. Expiry period for days of holiday

The statutory regulation applies for the expiry period of days of holiday.

6. Compulsory day of holiday

The employer is entitled to designate one day of holiday per year as a compulsory day of holiday.

7. Taking holidays for a special public holiday

Wherever possible, the employer will meet the requests of individual employees to be allowed to take a day off on a day that is special to them (a religious holiday).

Article 9 – Days of holiday and end of employment

1. Set-off of days of holiday at the end of the employment

Upon termination of the employment, any days of holiday not taken or taken in excess will be set off.

2. Taking holidays during the notice period

During the notice period, the employee may take 50% of his remaining days of holiday, with a maximum of two weeks. This right can only be limited by the employer in the event of serious reasons for the prevention of sudden low staffing levels within the company.

Article 10 – Public holidays

1. Official public holidays

Official public holidays are: New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, King's Day, Christmas Day and Boxing Day, and the fifth of May in anniversary years.

2. Derogation at company level

At company level, a deviating arrangement can be agreed with the works council or the employee representative body, provided that the number of paid leave days has to be equal to the number of days referred to in paragraph 1.

3. Derogation at an individual level

In joint consultation, the individual employee can make arrangements on a different elaboration of the arrangements regarding public holidays, also provided that the number of paid leave days has to be equal to the number of days referred to in paragraph 1.

Article 11 – Special leave

1. In the event of absence other than as referred to in Book 7, Title 10, article 629 of the Dutch Civil Code, payment of wages will not be continued, except in the special circumstances referred to hereinafter for the duration specified there, provided that the employee has informed the employer in good time as far as possible. Special leave is only granted for the day itself and if the event is actually attended (insofar as relevant).

The special leave amounts to:

- a. in the event of marriage or registered partnership, 2 days;
- b. in the event of the marriage of a child, brother, sister, brother-in-law, sister-in-law and the marriage or remarriage of one of the parents or parents-in-law, 1 day;
- c. in connection with the wife giving birth, the registered partner or person with whom the employee lives unmarried or the person whose child the employee recognizes, including the statutory right to paternity leave pursuant to Article 4 paragraph 2 of the Work and Care Act, once the hours worked per week;
- d. in the event of the 25th, 40th and 50th wedding anniversary of the employee, his/her children, parents or grandparents, provided that this has been communicated at least 1 week in advance, 1 day;
- e. in the event of the 25-year and the 40-year service anniversary, 1 day;
- f. in the event of the death of the spouse or a child living at home, from the day of death up to and including the day of the funeral / cremation;
- g. in the event of the death of one of the parents or a child living away from home, 2 days;
- h. in the event of the death of a brother, sister, brother-in-law, sister-in-law, grandparent, parent-in-law, son-in-law, daughter-in-law or grandchild, 1 day;
- i. in the event of both admission to and discharge from a hospital of the spouse or an unmarried child, 1 day;
- j. in the event of moving house 1 day for each time, but never more than a total of 2 days per 2 years;
- k. in the event of fulfilment of an obligation without monetary compensation imposed by the law / the government, which has to be fulfilled in person within a reasonable period, no more than 1 day.

Absence as referred to in this article is taken to mean the loss of time during which work would have been carried out if absence has not been necessary.

2. Where reference is made to 'child' in this article, this is also taken to mean a stepchild, an adopted child or a foster child. Where reference is made to 'spouse' or 'marriage' in this article, this is also taken to mean registered partner and registered partnership.

3. In the absence of a spouse, the partner with whom the person concerned is living together can be considered equal to a spouse, provided that the employee has notified the employer thereof prior to the events referred to in paragraph 1.

Article 12 – Overtime

1. Who is entitled to overtime pay

Employees with positions in job categories 2 through 5 (see Appendix 1) are entitled to overtime pay.

2. When does overtime exist

Overtime only exists when it is worked on the instructions of the employer and when the usual working hours, as specified in Article 7 paragraph 1, are exceeded. The employer will make efforts to prevent the average of 39 hours, calculated over 26 consecutive weeks, from being exceeded.

3. Time off in lieu

The employee who has worked more than the average of 39 hours, calculated over a period of 26 consecutive weeks, is entitled to take this overtime worked in half days and/or full days, in consultation with the employer.

In consultation with the works council or the employee representative body, the employer may deviate from the period of 26 weeks.

4. Overtime allowance

In the event of overtime, an allowance of 25 % in addition to the usual hourly wage applies. The overtime allowance and the allowance for special hours, as referred to in Article 20 paragraph 1, may accumulate.

5. Choice for time off in lieu and/or in money

For each business unit or department, the employer determines whether overtime will be compensated by time off in lieu or in money, or a combination of both. When overtime is compensated by time off in lieu, the employer will determine in consultation with the employee when this time off can be taken.

6. Maximum number of hours per week

Employees with positions in job categories 2 through 8 (see Appendix 1) are obliged to work overtime if the employer asks them to do so. However, the employer cannot oblige them to work more than 47 hours per week. For the positions of tour leader and tourist guide, the maximum number of hours per week that they can be obliged to work is 56.

My development and employability

Article 13 - Development

1. Development

The employer and the employee will annually hold consultations with each other with regard to development, career policy, (sustainable) employability, and the training and courses to be attended by the employee that are important for the performance of the job or further career development. Agreements ensuing from these consultations are laid down in a personal development plan (*Persoonlijk Ontwikkelingsplan*, POP). During these annual consultations, going on a study trip will be discussed with employees doing sales jobs with regard to holiday trips, and the agreements made will be included in the POP.

2. Study costs

The costs for the sector-oriented or function-oriented training courses that are attended on the employer's request are borne by the employer. Costs considered as such are tuition fees, exam fees, travel and accommodation expenses, and the costs of prescribed training materials.

3. Study leave

In consultation with the employer, the employee is granted 100% study leave without loss of salary for function-oriented training courses, when these are held during working hours.

4. Study trips

1. A study trip is a trip made by the employee at the request or on the instructions of the employer. The employee is entitled to a compensation for the costs of transport, the meals, and the overnight stay(s).
2. The employer will only pay those hours (without overtime pay) the employee would have worked if he had not been on a study trip.
3. After the trip, a minimum daily rest of 11 hours applies before the employee goes back to work.

Article 14 - Stichting Reiswerk

Stichting Reiswerk supports the employees in the travel industry in their development. Via www.reiswerk.nl, employees are given access to an online learning platform with training courses and other tools that support their development. The foundation ensues from the Collective Agreement for the Travel Industry with respect to the Social Fund (collective agreement no. 3810).

My Income

Article 15. Job classification and remuneration general

1. Based on the work carried out by the employee, the employee will be classified in a job category. The job categories and the provisions with regard to the associated wages have been included in Appendices 1 and 3 of the collective agreement.
2. The employer pays the wage, in the form of an advance payment or otherwise, at the end of each payment period.

Article 16. Job classification and remuneration of tour leader and tourist guide

The classification is based on the work to be carried out. The positions of tour leader and tourist guide are classified in job category A. The job category and the provisions with regard to the associated wages have been included in Appendix 3a.

Article 17 – Individual pay rise

Each calendar year in the same period, the employer will grant an individual pay rise according to the following system:

1. The employer will hold an assessment interview with every employee in the salary groups 2 through 8 who receives a salary below the maximum amount of the salary scale applicable to him (see Appendix 3) and who has been employed for six months or longer.
2. Depending on the outcome of the assessment interview, the employee receives a pay rise of at least 1% for a good or more than good assessment result and 0% for a mediocre or lower assessment result. If the assessment interview does not take place in a calendar year because the employer does not take any demonstrable initiative thereto, the assessment result will be regarded as good or more than good – solely for the purpose of the implementation of this article.
3. The individual pay rise to be awarded will be calculated over the actual salary earned by the employee, up to the maximum salary scale applicable to him (see Appendix 3). If the employee has reached the maximum salary scale applicable to him, he will therefore not be entitled to a pay rise based on this article.

Article 18 – Options in employment conditions

The employee is entitled to use wages and days of holiday over and above the statutory minimum for existing tax-free facilities, to be further decided by each separate company.

Article 19 – Holiday allowance

The holiday allowance amounts to 8% of the gross pay. This allowance is paid in the month of May at the latest. The allowance is calculated over the preceding period from May up to and including April, with due observance of Article 16 paragraph 2 of the Minimum Wage and Minimum Holiday Allowance Act. For employees who have not been employed for one full year, the allowance is calculated pro rata.

Article 20 – Allowance for special hours

1. Employees with job levels in job categories 2 through 5 (see Appendix 1) are entitled to the following allowance if they carry out work during the following hours:

Monday through Saturday between 00:00 and 07:00	:	35%
Monday through Saturday between 20:00 and 24:00	:	35%
Sunday and public holidays	:	75%

2. The allowance for special hours:

- can be added to the overtime allowance;
- is calculated over the usual hourly wage.

Article 21 – Stand-by duty

Stand-by duty is a duty during which the employee, outside the working hours applicable to him and for a set period, has to be accessible and available for carrying out work. This is necessary for ensuring the business operations. The employer that uses stand-by duties has to draw up regulations for them in consultation with the works council or the employee representative body. The employee receives the following compensation for a stand-by duty:

- For a stand-by duty that falls on a scheduled working day (or on a day that is considered a working day based on a fixed pattern): € 0,85 per hour.

- For a stand-by duty that falls in whole or in part on a non-scheduled working day (or on a day that is not considered a working day based on a fixed pattern): € 2,00 per hour.

In the event of a collective pay rise, the above-mentioned compensations will also be increased by the same percentage from the day of entry into force of the agreed increase under the collective agreement.

My provisions and pension

Article 22 – Sickness and occupational disability

1. Reporting sick

The employee who is unable to carry out work due to sickness or occupational disability reports this to the employer as soon as possible, but before commencement of his working hours.

2. Continued payment of wages

During the first 52 weeks of occupational disability, the employee receives, in addition to the statutory continued payment of wages of 70% for a period of 104 weeks, a supplement of 30% of the wage he would have received if he had not been unfit for work. The continued payment of wages ends when the employment agreement ends. The employer is not entitled to apply waiting days.

3. No or partial continued payment of wages

The employer has the option not to continue to pay the wages and the supplement in the event of occupational disability if the employee has become unfit for work due to intent. He may also refuse the continued payment of wages and supplement during the period in which the employee has hindered or delayed recovery or has not carried out suitable work without sound reasons.

The employer may postpone continued payment of wages and refuse to pay the supplement if the employee fails to comply with the rules and instructions applicable to him in the event of sickness, including inspection requirements. In addition, the employer may refuse to pay the supplement during the period in which the employee refuses to cooperate in a second opinion of the Employee Insurance Agency UWV, requested by the employer, or misuses this provision.

4. Claim for compensation against a third party

If with regard to the occupational disability of the employee, the employer has a claim for compensation against one or more third parties, the employee will provide the required information. If the employee refuses to provide such information, he will not be entitled to the supplement referred to in paragraph 2.

5. Second opinion

If a second opinion with regard to the employee's occupational disability is requested, the employer will, pending the decision of the UWV, following on from the first 52 weeks of occupational disability and for no more than one month, supplement the wage to 100% of the wage the employee would have received if he had been fit for work.

6. Redeployment

If an employee has become permanently unable to do his own job, the employer will primarily focus on redeployment within the employer's company.

Article 23 - Pension

Since 1 January 2021, the employee's pension will be arranged by PGB pension fund. The regulations of that scheme can be downloaded via www.pensioenfondspgb.nl.

Article 24 – Death benefit

When an employee has died, the remaining gross monthly salary plus two additional monthly salaries are paid to the surviving dependants as referred to in Book 7, article 674 of the Dutch Civil Code.

Tour leader – Tourist guide

The provisions of this collective agreement apply to the employees who fulfil the positions of tour leader and tourist guide, with due observance of the following articles in this section.

Article 25 – Working time

1. The following average working time applies for each (travel) day:

- Tour leader : 8 hours
- Tourist guide : 6 hours

2. The aforementioned working time is regarded as the contractual minimum.

3. For the position of tour leader, the preparation and (administrative) handling of the trip has been included in the average working time of 8 hours per day, assuming that the time required for this is about 1 hour of the working time per day. When this time is exceeded, the extra time required will be remunerated.

4. If the agreed working time – with due observance of the aforementioned contractual minimum – is exceeded due to unforeseen circumstances, the additional time worked will be paid out by the employer, provided that the employer is informed of the unforeseen circumstance as soon as possible.

Article 26 – Accommodation allowance

If, at the employer's request, the tour leader remains at the destination location between two programmes, the employer will reimburse the costs for this stay by means of a payment based on the cost of living of the destination location.

Article 27 – Cancellation of a trip by the client

If the trip is cancelled by the client because of insufficient interest, the following provisions will apply:

1. For tour leaders and tourist guides with a permanent contract, payment is made in accordance with the agreed employment contract.
2. For tour leaders and tourist guides with an on-call contract, the assignment can be cancelled until 4 days before the start of the assignment without resulting in any payment. In the event of cancellation within the 4-day period, the employer is obliged to pay for the agreed work.
3. If a trip has to be cancelled due to unforeseen circumstances, the employer and the tour leader and/or tourist guide will enter into consultations.

Arrangements between the parties to the collective agreement

Article 28 – Obligations on the part of the employer

1. The employer makes a digital copy of the collective agreement and amendments thereto available to current and new employees.
2. The employer promotes equal opportunities at work and in the organisation for all employees, without this policy conflicting with the objective requirements of the job.
3. The employer tries to prevent sexual harassment as much as possible. Should this nevertheless occur, the employer will take action against the perpetrator.
4. The employer will protect the privacy of the employees as much as possible
5. Upon request, the employer will provide relevant information to executive authorities that are formed or assigned duties in the context of this collective agreement, including Stichting Reiswerk.
6. Without prejudice to the statutory rules with regard to a non-competition clause, the employer will not agree a non-competition clause with an employee with a job in job categories 2 through 5 (Appendix 1). However, the employer may agree a non-competition clause with an employee with a job in job categories 4 or 5, with regard to the operation of a business of their own of which the working area is within a 10-kilometre radius around the area in which the employee usually performs his duties.
7. The employer will inform persons who exclusively or for a substantial part carry out work for the employer outside the Netherlands, other than on the basis of an employment agreement, on how this relates to the Dutch social legislation.

Article 29 – Obligations on the part of the employee

1. During or after the end of his employment agreement, the employee is prohibited from divulging information that may be assumed to be confidential in nature.
2. The employee refrains from sexual harassment and discriminatory conduct.
3. Without permission from the employer, the employee will not accept any additional job with another employer. If the employee works part-time, the employer will give permission, provided that the employer's interests are not seriously harmed as a result. The employer will confirm this permission in writing.
4. During his employment with the employer, the employee will not independently perform any activities relating to the organisation and sale of trips.

Article 30 – Trade union facilities

1. Employees who are executive members of a trade union are entitled to a maximum of six half-days of paid leave for attending non-educational and training meetings or meetings prescribed by the law or the regulations, organised by the trade union. The employee will submit a written application for such leave to the board of directors and/or the responsible manager.
2. To a reasonable extent, employees are entitled to contact trade unions occasionally and on an individual basis by making use of the employer's means of communication.

Article 31 – Interpretation of the collective agreement

1. Disputes regarding the interpretation and application of the provisions of this collective agreement will be resolved, at the request of both parties without any obligation imposed, by a binding recommendation from the Standing Committee, consisting of representatives of employers' and employees' organisations.
2. Secretarial services of the Standing Committee will be provided by the Dutch Association of Travel Agents and Tour Operators ANVR (cao@anvr.nl).

Article 32 – Business sector consultations

The parties to the collective agreement agree to hold monthly consultations from March 2022 on developments in the travel industry and the associated consequences for employment. The parties to the collective agreement agree to discuss options at the above-mentioned moments to further modernize the collective agreement and to make working in the travel industry more attractive.

Article 33 – Duration and termination of the agreement

1. This collective agreement applies from 1 January 2022 to 30 June 2022.
2. This collective agreement ends by operation of law on 30 June 2022, without prior notice of termination being required.

Protocol-based agreements

Article 34 – SER resolution concerning the Merger Code

In the event of a situation as described in Article 2, paragraph 1 of the SER resolution concerning the Merger Code 2000, the employer will inform the trade unions – in accordance with this SER resolution and Article 3, paragraph 2 of the resolution – before making a public announcement on the preparation or formation of a merger, and provide them with the opportunity to give an opinion from the point of view of the interests of the employees.

Article 35 – Collective Redundancy (Notification) Act (Dutch Wmco)

In the event of a situation as described in Article 3, paragraph 1 of the Collective Redundancy (Notification) Act (Dutch Wmco), the employer will inform the trade unions involved in writing, for the purpose of consultation. In derogation from the statutory provisions, consultations will be held with the trade unions in the event of 20 or more compulsory redundancies in the Netherlands.

Article 36 – Results of protocol agreements

During the term of the current collective agreement (until 30 June 2022), the results of the investigations arising from the protocol agreements (art. 37-40) of the previous collective agreement (until 1 January 2022) will be discussed with the aim of determining whether and how those outcomes can be incorporated in a subsequent collective agreement (from 1 July 2022).

Appendices

Appendix 1A. Job classification general

Unchanged

Appendix 1B. Job classification for Tour leaders / Tourist guides

The parties to the collective agreement have drawn up job profiles for the positions of tour leader and tourist guide (see Appendix 6a). Using the method of paired comparisons, both jobs have been classified in group 6.

Appendix 2. Deleted

Appendix 3. Wage tables general

Per month

From 1 January 2022

	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
1st year of experience	€ 1.552,00	€ 1.552,50	€ 1.562,30	€ 1.640,92	€ 1.739,63	€ 1.861,47	€ 1.933,58
2nd year of experience	€ 1.638,75	€ 1.638,75	€ 1.649,09	€ 1.732,08	€ 1.836,27	€ 1.964,86	€ 2.041,00
Minimum	€ 1.725,00	€ 1.725,00	€ 1.735,89	€ 1.823,24	€ 1.932,92	€ 2.068,31	€ 2.148,43
Maximum	€ 1.878,65	€ 2.104,26	€ 2.357,24	€ 2.640,34	€ 2.957,76	€ 3.313,03	€ 3.742,71

Years of experience are 2 preliminary scales of 90% and 95% of the minimum salary. An employee who does not yet have sufficient knowledge and experience can be remunerated in accordance with the experience scales for no more than 2 years.

The years of experience for groups 2, 3 and 4 (years of experience 1&2) and for group 5 (year of experience 1) can only be used if the employee concerned is younger than 21 years.

Per 4 weeks

From 1 January 2022

	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
1st year of experience	€ 1.433,16	€ 1.433,16	€ 1.442,14	€ 1.514,69	€ 1.605,81	€ 1.718,31	€ 1.784,84
2nd year of experience	€ 1.512,78	€ 1.512,78	€ 1.522,26	€ 1.598,84	€ 1.695,02	€ 1.813,78	€ 1.884,00
Minimum	€ 1.592,40	€ 1.592,40	€ 1.602,38	€ 1.682,99	€ 1.784,24	€ 1.909,24	€ 1.983,16
Maximum	€ 1.734,14	€ 1.942,40	€ 2.175,91	€ 2.437,23	€ 2.730,25	€ 3.058,17	€ 3.454,81

The years of experience for groups 2 and 3 (years of experience 1&2) and for group 4 and 5 (year of experience 1) can only be used if the employee concerned is younger than 21 years.

Per hour

From 1 January 2022

	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7	Group 8
1st year of experience	€ 9,19	€ 9,19	€ 9,24	€ 9,71	€ 10,29	€ 11,01	€ 11,44
2nd year of experience	€ 9,70	€ 9,70	€ 9,76	€ 10,25	€ 10,87	€ 11,63	€ 12,08
Minimum	€ 10,21	€ 10,21	€ 10,27	€ 10,78	€ 11,44	€ 12,24	€ 12,71
Maximum	€ 11,12	€ 12,45	€ 13,96	€ 15,63	€ 17,52	€ 19,60	€ 22,14

Appendix 3a. Wage table for Tour leaders and Tourist guides – Commencement date 1 January 2022

Per month

	Group A
1st year of experience	€ 1.739,63
2nd year of experience	€ 1.836,27
Minimum	€ 1.932,92
Maximum	€ 2.957,76

Per 4 weeks

	Group A
1st year of experience	€ 1.605,81
2nd year of experience	€ 1.695,02
Minimum	€ 1.784,24
Maximum	€ 2.730,25

Per hour

	Group A
1st year of experience	€ 10,29
2nd year of experience	€ 10,87
Minimum	€ 11,44
Maximum	€ 17,52

Years of experience are 2 preliminary scales of 90% and 95% of the minimum salary. An employee who does not yet have sufficient knowledge and experience can be remunerated in accordance with the experience scales for no more than 2 years

Appendix 4.

1. Explanation of seasonal employment agreements

As described in Article 4 of the collective agreement for the travel industry, seasonal employment agreements are defined as follows:

Pursuant to Book 7, article 668a, paragraph 13 of the Dutch Civil Code, the interval between fixed-term employment agreements is shortened to no more than 3 months for all jobs as specified in Appendix 4, if:

- due to climatic or natural circumstances, the jobs can be performed for a period of no more than 9 months per year,
- the seasonal nature is recorded in the written employment agreement by means of the prefix 'seasonal', supplemented with a reference to Appendix 4.

2. Seasonal jobs

The jobs listed below are in any case defined as seasonal jobs:

- Tour Leader
- Tour Leader / Host
- Tour Leader / Driver
- Tourist Guide
- Activity Supervisor
- Tour Leader / Cook
- Tour Manager
- Holiday Representative / Station Manager
- Campsite Hostess
- Location Manager
- Animator / Recreation Employee
- Guide

Appendix 5. Employment agreement template

EMPLOYMENT AGREEMENT FOR AN INDEFINITE PERIOD

The undersigned:

.....(name) established in(address)

hereinafter referred to as the employer, and

.....(name) residing at(address)

born on in hereinafter referred to as the employee,

declare to have entered into the following employment agreement:

Article 1 Nature of the agreement

Employee enters into the employment of employer as from for an indefinite period of time in the position of, provided always that the employment agreement ends in any case when employee reaches the age on which he/she is entitled to an old-age pension (in accordance with Article 3, paragraph 3.c of the collective agreement for the travel industry), for which notice of termination is required. The place of employment is

Article 2 Trial period

Upon conclusion of this agreement for an indefinite period, a trial period may be agreed on in accordance with Article 3, paragraph 1 of the collective agreement for the travel industry. Employer and employee agree on a trial period of month(s). During this period, which runs from up to and including....., employer and employee can terminate this employment contract taking effect on any day.

Article 3 Notice period

After the trial period, employer and employee can terminate this employment agreement subject to two months' notice, in accordance with the provisions in Article 3, paragraph 2 of the collective agreement for the travel industry.

The end of this employment agreement must coincide with the end of the payment period.

Article 4 Salary

The salary amounts to € gross per month and is based on salary scale

Article 5 Working hours

Option 1:

The working hours amount to ... hours per week. The following working hours apply to the employee:

..... day from until hours;

..... day from until hours;

etc.

Option 2:

The working hours amount to ... hours per week. The (variable) working hours scheme applicable in the company applies to the employee

Article 6 Holiday

The employee is entitled to .. days of holiday with retention of salary.

Article 7 Pension

Employees of 21 years of age or older are obliged to participate in the pension scheme of the pension fund PGB.

Article 8 Collective agreement

The collective agreement for the travel sector applies to this employment agreement.

Drawn up and signed in duplicate indated ...-...- 20..

Employer: Employee:

EMPLOYMENT AGREEMENT FOR A DEFINITE PERIOD

The undersigned:

.....(name) established in(address)

hereinafter referred to as the employer, and

.....(name) residing at(address)

born on in hereinafter referred to as the employee,

declare to have entered into the following employment agreement:

Article 1 Nature of the agreement

Employee enters into the employment of employer as from in the position of This employment agreement is entered into for a period of months and ends therefore without any notice being required, by which the employer however is required to notify the employee at least 1 month in advance.

The place of employment is

Article 2 Trial period

Upon conclusion of this agreement for an indefinite period, a trial period may be agreed on in accordance of Article 3, paragraph 1 of the collective agreement for the travel industry. Employer and employee agree on a trial period of month(s). During this period, which runs from up to and including....., employer and employee can terminate this employment contract taking effect on any day.

Article 3 Early termination

After the trial period, employer and employee can terminate this employment agreement early by giving two months' notice. The end of the employment agreement must coincide with the end of the payment period.

Article 4 Salary

The salary amounts to € gross per month and is based on salary scale

Article 5 Working hours

Option 1:

The working hours amount to ... hours per week. The following working hours apply to the employee:

..... day from until hours;
..... day from until hours;
etc.

Option 2:

The working hours amount to ... hours per week. The (variable) working hours scheme applicable in the company applies to the employee

Article 6 Holiday

The employee is entitled to .. days of holiday with retention of salary.

Article 7 Pension

Employees of 21 years of age or older are obliged to participate in the pension scheme of the pension fund Reiswerk PGB.

Article 8 Collective agreement

The collective agreement for the travel sector applies to this employment agreement.

Drawn up and signed in duplicate indated ...-...- 20..

Employer: Employee:

Appendix 6. Job descriptions general

Unchanged

Appendix 6a. Job descriptions tour leader and tourist guide

Tour leader		
Job context	<p>The tour leader predominantly carries out his work at the place of destination(s) of the trip he supervises. The tour leader is the ‘face’ of the tour operator, and his input has a great influence on the customer experience. Supervision can start from the moment of departure or from the moment the group has arrived at the starting point of the tour. The tour is performed based on the programme drawn up by the tour operator, in which all activities have been described.</p> <p>The size of the group to be accompanied varies for every tour operator. Because of local laws, the tour leader may be assisted by local guides.</p>	
Job objective	Supervising groups of tourists during their travel to international destinations in accordance with the travel programme offered.	
Result areas	Core activities	Result criteria
	<ul style="list-style-type: none"> • Studies the travel programme to be executed and checks the arrangements made with the local parties that are responsible for the transport, the accommodation, and the activity programme • Draws up a logical schedule for the day and a time schedule, based on the travel programme offered and taking into account local circumstances • Performs activities in accordance with the travel programme, the schedule for the day and the time schedule, and supervises excursions • Provides information about the local circumstances and environmental factors relating to safety issues. Informs the group about any safety risks. Organises first aid (<i>and informs the tour operator</i>) in the event of unforeseen circumstances • Identifies ad hoc problems and consults with the parties involved. Comes up with solutions within the frameworks set by the tour operator • Keeps the financial and administrative records related to the trip 	<ul style="list-style-type: none"> • Arrangements with the local parties that are responsible for the transport, the accommodation, and the activity programme have been checked • Travel programme has been executed • Travel group is aware of any safety risks • Problems have been dealt with • The financial administration has been updated and accounted for
Content supervision for group tours	<ul style="list-style-type: none"> • Prepares the trip in terms of content (culture, nature, traditions, etc.) at the travel destination • Informs and instructs the group on the travel programme • Provides an explanation about the destination and the sights 	<ul style="list-style-type: none"> • Has knowledge of the travel programme and the locations of destination • Well-informed group

Result areas	Core activities	Result criteria
Supervision of the social dynamics of group tours	<ul style="list-style-type: none"> • Maintains relationships with local parties • Monitors the group processes and responds to wishes of individuals and groups • Identifies complaints and ensures that they are dealt with • Acts as the point of contact in the event of unforeseen circumstances and provides adequate solutions within set frameworks 	<ul style="list-style-type: none"> • Has an established network • Has insight into the wishes of individuals and groups • Complaints have been resolved

Tourist guide		
Job context	The tourist guide predominantly carries out his work at the place of destination(s) of the trip he supervises, with a focus on providing facilities support and tourist information to the travellers. The trip is executed with much individual freedom for the travellers. The tourist guide helps the travellers on their way to discovering the country themselves, and is usually assisted by a guide, the tour operator, and the local agent. The size of the group to be accompanied varies for every tour operator.	
Job objective	Supervising groups of tourists at the place of destination in accordance with the travel programme offered.	
Result areas	Core activities	Result criteria
Supervising the logistics of individual trips	<ul style="list-style-type: none"> • Studies the travel programme to be executed and checks the arrangements made with the local parties that are responsible for the transport, the accommodation, and the activity programme • Provides information about the local circumstances and environmental factors relating to safety issues. Informs the group about any safety risks. Organises first aid (<i>and informs the tour operator</i>) in the event of unforeseen circumstances • Identifies ad hoc problems and consults with the parties involved. Comes up with solutions within the frameworks set by the tour operator • Maintains relationships with the local parties • Keeps the financial and administrative records related to the trip 	<ul style="list-style-type: none"> • Arrangements with the local parties that are responsible for the transport, the accommodation, and the activity programme have been checked • Individual customers are aware of any safety risks • Problems have been dealt with • Has an established network • The financial administration has been updated and accounted for
Supporting and facilitating the travel programmes of customers	<ul style="list-style-type: none"> • Prepares the trip in terms of content (culture, nature, traditions, etc.) at the travel destination • Informs individual customers about the travel programme, transport, accommodations, and other relevant things worth knowing • Acts as the point of contact during the trip made by the customer 	<ul style="list-style-type: none"> • Knowledge of the travel programme and the locations of destination • Well-informed customer

Result areas	Core activities	Result criteria
Disruptions and unforeseen circumstances	<ul style="list-style-type: none"> • Provides assistance to customers in the event of disruptions in the execution of the programme • Identifies complaints and ensures that they are dealt with • Acts as the point of contact in the event of unforeseen circumstances and provides adequate solutions within set frameworks 	<ul style="list-style-type: none"> • Disruptions have been remedied • Complaints have been resolved