

# **Collective Labour Agreement for the Greenhouse Horticulture Sector**

**1 January 2020 to 31 December 2022**

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## Parties to the Collective Labour Agreement

This Collective Labour Agreement (further: CAO) for the Greenhouse Horticulture Sector has been concluded between:

Land- en Tuinbouworganisatie Nederland (LTO Nederland) in The Hague,  
Glastuinbouw Nederland in Zoetermeer,  
Plantum in Gouda

collectively called the party of the one part, and

FNV in Utrecht,  
CNV [Vakmensen.nl](https://www.vakmensen.nl) in Utrecht  
collectively called the party of the other part.  
[All parties are located in the Netherlands.]

### Disclaimer

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## PREFACE

This is the Collective Agreement on Terms and Conditions of Employment (further: CAO) for the Greenhouse Horticulture Sector in the Netherlands, which will be valid from 1 January 2020 to 31 December 2022.

Having been declared universally binding on the entire sector through the order declaring a collective labour agreement binding [*algemeen verbindend verklaring*; abbreviated to AVV] by the Dutch Ministry of Social Affairs and Employment, most provisions in this CAO apply to all employers and employees who either fall within the scope of the CAO on the effective date or will fall within it during the term of the AVV.

The CAO parties will exclude certain provisions from the AVV request. Subsequently, these provisions will only be binding on organised employers and their employees. Moreover, in some cases the Dutch Ministry of Social Affairs and Employment may also exclude provisions from the AVV. These provisions will also only be binding on organised employers and their employees. CAO provisions which, by their nature, do not qualify for being declared universally binding include, for example, those governing pensions, reinsurance of the employer's excess, and provisions that are not related to labour. Provisions on pensions are governed by a separate pension regulation, and these are not imposed on all employers and employees through the CAO but through the mandatory participation in the pension fund. The provisions covered by the AVV are set out in the AVV Decree [*AVV-besluit*]. The Ministry's decision to declare provisions universally binding will be published on the websites of the Ministry's UAW department [*directie Uitvoeringstaken Arbeidsvoorwaardenwetgeving*], which monitors the implementation of legislation on employment conditions ([www.uitvoeringarbeidsvoorwaardenwetgeving.nl](http://www.uitvoeringarbeidsvoorwaardenwetgeving.nl)), and of the Dutch Government Gazette [*Staatscourant*] ([www.officielebekendmakingen.nl](http://www.officielebekendmakingen.nl)). (Only available in Dutch).

For the definition and explanations of the terms and acronyms used in this text, please refer to Chapter 1, Article 3.

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## CHAPTER 1 GENERAL PROVISIONS AND OBLIGATIONS

### Article 1 Scope

1. In this CAO, the definition employer refers to:  
Any person who runs a company with operating activities, expressed in working hours, solely or mainly in the greenhouse horticulture sector. Working hours include the hours spent on greenhouse horticulture within the company through manual labour contractors, temporary employment agencies and other third parties. Greenhouse horticulture refers to plant crops that are permanently cultivated under glass or plastic, with the exception of mushroom cultivation and arboriculture under glass or plastic, but including breeding establishments, irrespective of whether the operating activities take place, partly or entirely, in the open air.  
Any person who operates a company which includes a component:  
of which the operating activities solely or mainly comprise greenhouse horticulture  
whereby the number of working hours in that component constitute more than 50% of the total number of working hours within the company.  
This does not apply if a different collective labour agreement in respect of a social fund, which is registered with the Dutch Ministry of Social Affairs and Employment, is in force for the entire company. Legally independent entities of a group within the meaning of Article 24b of Book 2 of the Dutch Civil Code [*Burgerlijk Wetboek*, further abbreviated to DCC], whereby the operating activities solely or mainly focus on greenhouse horticulture.  
The internal placement agency [*personeelsvennootschap*] within the meaning of Article 24b of Book 2, of the DCC, whereby at least 75% of the total number of working hours of the employees are performed for/at one or more other group entities whose operating activities solely or mainly consist of greenhouse horticulture activities.
2. If the company complies with the provisions within the meaning of Articles 24a et seq. of Book 2 of the DCC *and* can be regarded as a subsidiary, or can be considered to be part of a group, as referred to in Article 24b of Book 2 of the DCC, *and* the operating activities within the various subsidiaries or groups of companies are considerably different in nature, the employer will be permitted to choose one or more collective labour agreements for the primary agricultural sectors, provided that this choice is justified by the overall activities of the company or companies involved.
3. The following applies, without prejudice to the provisions in the previous paragraphs:  
if one and the same company has multiple operating activities that fall within the scope of the various CAOs in the primary agricultural sector, *and* it cannot be established whether the operating activities and/or working hours are solely or mainly covered by this CAO or by another one, the employer will have the option of determining which one will apply to his company, provided that the operating activities on which this choice is based form a significant part of his company.  
An appeal against this classification can be submitted to the Joint Committee as referred to in Article 58.
4. Temporary employment agencies and manual labour contractors are excluded from the scope of this CAO. See also Article 54.

### Article 2 Limited application for some groups of employees

1. Chapter 3, chapter 4 and chapter 5 of this CAO do not apply to employees who are paid an actual wage that exceeds the maximum amount on which social insurance contributions are based.
2. Chapter 3 of this CAO does not apply to employees in the position of works manager with a wage lower than the maximum wage on which social insurance contributions are based.
3. The maximum income base for contributions towards the employee insurance schemes [*premie-inkomensgrens*] referred to in paragraphs 1 and 2 above is:
  - € 57,232, as from 1 January 2020
  - € 58,311, as from 1 January 2021
  - € 59,706, as from 1 January 2022.These are pro-rata amounts if no full-time employment is involved and/or if employment does not last all year.

### Article 3 Definitions

1. Employer – Employee – Male/Female
  - a. Employer Any natural or legal person who operates a company as referred to in Article 1, paragraph 1.
  - b. Employee A natural person in the service of an employer, as defined in Article 1, paragraph 1, on the basis of an employment contract, within the meaning of Article 610 of Book 7 of the DCC. For the purposes of this CAO, trainees are not considered to be employees.
  - c. Male/Female: The term 'employee' applies equally to men and women. In the interests of simplification, only the male forms 'he', 'him' and 'his' are used in this document.
2. Working hours The contractually agreed number of working hours per week. The standard working week is 38 hours, with a maximum of 42 hours (i.e. full-time).
3. Working time The hours in a week during which the employee:
  - carries out work or needs to remain at the employer's disposal;
  - does not carry out work due to a public holiday, if this coincides with a rostered day;
  - does not carry out work due to sickness or an accident, or due to holidays, vocational education, or short-term absence.
4. Full-time/Part-time employment
  - a. Full-time employment: An employment contract of at least 38 hours and a maximum of 42 hours a week.
  - b. Part-time employment: An employment contract of less than 38 hours a week.
5. Specific types of employees
  - a. Seasonal worker This applies to employees who fulfil positions within the employer's company that are of a seasonal nature due to climatological or natural circumstances, and cannot be performed consecutively by the same employee for a period of more than nine months a year.
  - b. Peak workers Employees who only perform routine, seasonal jobs related to cultivating and harvesting agricultural crops (including handling and processing crops); and
    - carry out these jobs during peak periods (a period with an increased demand for labour) of no more than eight consecutive weeks a year; and
    - during deployment in peak periods, receive a compensation amounting to 0.7% of the applicable wage; and
    - are registered with the fund administrator by the employer no later than on the fifth working day.

The aforementioned definition of peak worker does not include:

    - employees who, following an employment contract for a fixed term or an indefinite period, enter into employment with the same employer with an interruption of less than six months;
    - employees in peak labour employment which is followed, within 31 days, by employment with the same employer for a fixed term of an indefinite period.
  - c. Student / Pupil A person who attends daytime classes in the course of the current school year (1 August - 31 July), or has done so for part of the school year. This does not refer to students who take part in a practical skills course in vocational education [*Beroeps Begeleidende Leerweg*, abbreviated to BBL].



- d. Trainee  
A person who gains practical experience within the framework of his study or training course within a company. For the purposes of this CAO, trainees are not considered to be employees.
  - e. Holiday worker  
A person who works in employment during school holidays only. Holidays for primary and secondary education per region, in line with the schedule issued by the Dutch Ministry of Education, Culture and Science.
  - f. Employees with an occupational impairment  
Employees who come under the Dutch Participation Act [*Participatiewet*] and with regard to whom the Employee Insurance Agency [*Uitvoeringsinstituut Werknemersverzekeringen*; abbreviated to UWV] has established that they are not capable of earning 100% of the Statutory Minimum Wage (SMW) with a full-time job, employees with a WSW indication for the Sheltered Employment Act [*Wet Sociale Werkvoorziening*, abbreviated to WSW], and Wajongers - handicapped individuals with work capacity who are covered by the Disablement Assistance Act for Handicapped Young Persons [*Wet arbeidsongeschiktheidsvoorziening jonggehandicapten*, abbreviated to *Wajong*].
6. Rosters and shifts
- a. Regular duty roster:  
A written working time arrangement which states the times at which the employee commences, interrupts, and ends his working activities, unless an annual hours model [*jaarurenmodel*] or shift work has been agreed.
  - b. Annual hours model  
A duty roster in which it has been agreed that during certain periods more or fewer [referred to as 'plus and minus'] hours will be worked than the working hours per week agreed in writing. Arrangements are made for the total number of hours per period.  
Annual hours standard  
The annual working hours (the 'plus-minus' standard) of 52.2 multiplied by the weekly number agreed upon in the employment contract.
  - c. Shift work  
During shift work, the working hours of two or more groups of employees will connect with a maximum overlap of one hour or with a maximum gap of one hour for the purposes of transferring work. The employees involved will be frequently interchanged, for example on a weekly basis, for an extended period of time.
    - i. Two-shift or three-shift schedules: Two shifts or three shifts will be worked at varying times in accordance with a fixed roster, distributed over early and late shifts in combination with weekend shifts.
    - ii. Week shift work: Employees on a week shift schedule will be rostered in groups for the period ahead, based on an average of 38 hours up to a maximum of 42 hours a week.
7. Employee participation body  
The works council or employee representation within the meaning of the Dutch Works Councils Act [*Wet op de Ondernemingsraden*].
8. DCC  
Dutch Civil Code [*Burgerlijk Wetboek*].
9. Parents and children, and persons treated as such  
For the purposes of this collective labour agreement:
  - The term children refers to the employee's own children;
  - The term parents and children should also be understood to include step and foster parents, as well as adopted, step, and foster children.
10. The term spouse also refers to:
  - the registered civil partner, and
  - a person of a different or the same sex, not being a relative in the first or second degree, with whom the employee cohabits on a permanent basis, as laid down by notarial deed.
11. Definition of wage and time
  - Actual wage  
The regular gross wage agreed between the employer and the employee. Other wage components are not part of the actual wage.

- Month  
A calendar month.
  - Hourly wage  
The amount stated in the pay scales, or derived from these on the basis of the appropriate provisions that govern pay increases, age, job category and step.
  - Weekly wage  
The hourly wage multiplied by the number of hours worked per week as agreed in the employment contract.
  - Monthly wage  
The weekly wage multiplied by 52.2 and divided by 12.
12. Overtime, plus, and irregular hours
- a. Plus hours are hours worked in excess of the agreed working hours.
  - b. Minus hours are hours worked less than the agreed working hours.
  - c. Overtime hours are plus hours that qualify for an overtime allowance.
  - d. Plus hours are overtime hours to which an allowance applies in the following cases:
    - i. Regular duty roster  
Hours that exceed the hours of a full-time contract based on fulltime employment of 38 to 42 hours.
    - ii. Annual hours model  
Hours which, at the end of an agreed period, have not been compensated with minus hours during the interim period will at that moment (= settlement moment) be regarded as overtime for which an allowance will be paid, provided that it involves a full-time employment contract of 38 to 42 hours. In the case of part-time employees, the plus hours will only be regarded as overtime with an allowance at the moment that these hours exceed a full-time employment contract based on 38 hours a week (or 1983.6 per full year).
  - e. Irregular hours refers to hours on:
    - i. Mondays to Saturdays: from 00.00 a.m. to 6.00 a.m. But during 13 weeks to be allocated by the employer from 00.00 a.m. to 5.00 a.m.
    - ii. Mondays to Fridays: from 8 p.m. to 12 midnight.
    - iii. On Saturday from 3 p.m. to 12 midnight.
    - iv. On Sunday from 00.00 a.m. to 12 midnight.
13. Public holidays
- Christmas Day and Boxing Day
  - New Year's Day
  - Easter Sunday and Easter Monday
  - King's Birthday
  - Ascension Day
  - Whit Sunday and Whit Monday
14. Job evaluation
- a. Position  
The specifications of the job for which the employee is hired in accordance with the system applied in the Handbook of Job classifications for the Greenhouse Horticulture Sector [*Functiehandboek voor de Glastuinbouw*].
  - b. Step  
A step within the pay structure [*loongebouw*] of a job category [*functiegroep*].
  - c. Pay grade  
The pay grade determined by the job classification of the 'Functiehandboek' stated in Article 35 of the pay structure.
  - d. Job-mature age  
Employees aged 21 years or older.
  - e. Young employees  
Employees aged 20 years or younger.
  - f. Works manager  
A person in charge of a company or of an organisational unit.
15. Temporary agency work

a. Temporary agency worker

A natural person who is made available for work by a temporary employment agency, a manual labour contractor, a secondment agency, or another third party - under the actual management and supervision of the employer as referred to under paragraph 1, sub a.

b. Temporary employment agency

Any natural or legal person, including manual labour contractors, secondment agencies or other third parties, that makes employees, as referred to under paragraph 1, sub b, available to the employer.

#### **Article 4 Obligations of the employers' organisations and the trade unions**

1. Employers' organisations and trade unions are obliged to comply with this CAO.
2. Employers' organisations and trade unions will commit themselves to using all available means to promote compliance with this CAO by their members.
3. Employers' organisations and trade unions are obliged to promote the conclusion of individual employment contracts within the sector, which state that this CAO applies.

#### **Article 5 Obligations of the employer**

##### **General**

1. The employer will not have or will not hire employees under conditions that are in breach of this CAO.
2. After consulting the employees, the employer will allow them to develop trade union activities, insofar this does not obstruct the normal course of activities within the company.

##### **Course of action in the event of takeovers, mergers, reorganisations, and cessation of operations**

3. The employer will involve the trade unions and the employee participation body in the event of an intended redundancy, a takeover, a merger, a reorganisation or cessation of operations, insofar as stipulated by the Dutch Collective Redundancy (Notification) Act [*Wet melding collectief ontslag*] or the SER Resolution concerning the Merger Code [*SER-besluit Fusiegedragsregels*].

##### **Social policy**

4. The employer will frequently inform and consult the employee participation body in his company with regard to the current state of affairs within the company in general and the human resources policy pursued in particular, whereby he will observe the provisions of the Dutch Works Councils Act.
5. On appointment and employment, the employer will offer employees with or without an occupational impairment equal opportunities as much as reasonably achievable. The employer aims to employ people with an occupational impairment in an appropriate manner.
6. It is not permissible to deny equivalent employees equal opportunities to work and equal chances within the labour organisation on the basis of age, gender, sexual orientation, marital status, philosophy of life or religion, skin colour, racial or ethnic origin, nationality or political choice.
7. The employer will pursue a policy aimed at protecting employees against sexual harassment and intimidation within the work organisation. Sexual harassment and intimidation is defined as any undesirable behaviour or sexual actions to which the employee is subjected against his will, or, within the work situation, any confrontation with sexually explicit speech or conduct, whereby the employee makes it clear, or the offender should reasonably understand, that the employee considers such behaviour to be undesirable. See Article 61 for information about contacting the Confidential Counsellor.

##### **Pesticides**

8. The employer administers pesticides in line with statutory dosage regulations. He will inform employees about safety recommendations that apply to re-entry times. For more information, refer to [www.agroarbo.nl](http://www.agroarbo.nl) and [www.beschermbewust.nl](http://www.beschermbewust.nl) (only available in Dutch).

##### **Personal protection gear**

9. The costs of personal protection gear prescribed by legislation and of work clothing are payable by the employer.

## **Article 6            Obligations of the employee**

1. The employee will represent the interests of the employer's company as a good employee, even if he has not explicitly been instructed to do so.
2. The employee will carry out all the work that can reasonably be expected of him, or is assigned to him by or on behalf of the employer, to the best of his ability. In doing so, he will follow all instructions and regulations.
3. The employee will comply with the duty roster for his working and resting times.
4. The employee must comply with the company's regulations, including those relating to protective clothing or other facilities made available to him with a view to protecting his health and wellbeing. This does not apply to company regulations that are in breach of statutory regulations or provisions from this CAO.
5. If necessary, the employee will provide the employer with information with regard to his incapacity for work if the employer can claim damages from a third party in this respect.
6. The employee will attend further or refresher training courses if so required in the interests of the company or his job.

## **Article 7            Sectoral risk identification and assessment (RI&A) and occupational health and safety catalogue [*arbocatalogus*]**

1. A sectoral risk identification and assessment (RI&A) is in place for the greenhouse horticulture sector, which can be downloaded from [www.stigas.nl](http://www.stigas.nl) (only available in Dutch). A printed version can also be obtained from Stigas (only available in Dutch).
2. The CAO parties agree to this RI&A methodology. The sector-specific RI&A tool has been developed in line with current scientific knowledge and Article 2.14b, paragraph 2 of the Dutch Working Conditions Decree model [*Arbeidsomstandighedenbesluit* or *Arbobesluit* for short], and is therefore considered to be up to date, comprehensive, and reliable.
3. With a view to the implementation and testing of an RI&A, the employer may call in certified experts instead of using a certified occupational health and safety service [*arbodienst*]. This may be done without the need for authorisation or additional authorisation from the employees. This option also applies if the customised arrangement [*maatwerkregeling*] is used, whereby the employer can select the experts he needs.
4. The parties to the collective agreement aim to pursue a sectoral approach for the greenhouse horticulture sector, and have developed an occupational health and safety catalogue, which can be found on [www.agroarbo.nl](http://www.agroarbo.nl) (only available in Dutch).

## CHAPTER 2 EMPLOYMENT

### Article 8 Commencement and termination of employment

1. A contract of employment between the employer and the employee is entered into for:
  - a. an indefinite period, or
  - b. a fixed term, or a particular job.
2. Probationary period  
On entering into an employment contract, a probationary period may be agreed that must be laid down in writing. The following periods apply:
  - a. for contracts of six months or shorter: no probationary period can be agreed;
  - b. contracts for more than six months and less than two years: a maximum of one month;
  - c. contracts for a fixed term, whereby termination has not been set on a calendar date: a maximum of one month;
  - d. contracts for an indefinite period or for two years and longer: a maximum of two months.
3. Written specification of the contents of the employment contract  
The contract of employment will be entered into in writing and drawn up in duplicate. The employer will provide the employee with a copy of the contract signed by both parties. Alterations to the employment contract will be handled in the same manner.
4. Termination of employment  
The termination of an employment contract for an indefinite period will coincide with the end of the month.
5. Notice periods  
No notice period applies in the following termination situations:
  - a. in the event of termination by mutual agreement;
  - b. in the event of instant dismissal for urgent reasons within the meaning of Articles 678 and 679 of Book 7 of the DCC;
  - c. in the event of termination of the employment contract by the Dutch Sub-district Court [*kantonrechter*] pursuant to Article 671b in conjunction with Article 669 of Book 7 of the DCC;
  - d. during or at the end of the probationary period, whereby the contract can be terminated by either party with immediate effect.
6. **Notice period concerning employment contracts for an indefinite period**
  - a. On termination of an employment contract for an indefinite period, the employer will observe the following terms of notice:

Duration of employment on the day of termination	Notice period
Fewer than 5 years	1 month
5 to 10 years	2 months
10 to 15 years	3 months
15 years and longer	4 months
A term of notice of at least three months will apply if the employee is 50 years or older, unless his employment exceeds 15 years.	
A one-month term of notice will apply to employees who are entitled to state pension under the Dutch General Old Age Pensions Act [ <i>Algemene Ouderdomswet</i> ; abbreviated to AOW].	

- b. A one-month notice period applies if the employee gives notice himself.

7. **Employment contracts for a fixed term or a particular job**  
 Employment contracts for a fixed term or for a particular job will cease by operation of law without notice:
- on the specified calendar date;
  - on the final day of the specified time period, or on completion of the tasks stated in the individual contract of employment;
  - on the day that the tasks for which the employee was hired have declined to the extent that the number of employees exceeds the capacity required;
  - interim, if the employer and the employee agreed this in writing on entering into the employment contract for a fixed term or a particular job, with due observance of the statutory terms of notice.
8. **Giving notice relating to fixed-term contracts**  
 The employer should give notice to the employee in writing, stating whether the contract will be continued or terminated after the period agreed has finished, and, if continued, under which conditions, no later than one month before the fixed-term employment contract of six months or longer ends. This does not apply to fixed-term contracts whereby the final date has not been set on a calendar date. If the employer applies a term of notice of less than one month, the employee will be entitled to payment of wage over the inadequate notification period. See also Article 668, Paragraph 3 of Book 7 of the DCC.
9. **Reduced notice period**  
 If termination of the employment contract is subject to permission from the Employee Insurance Agency [*Uitvoeringsinstituut Werknemersverzekeringen*; abbreviated to UWV], within the meaning of Article 671a of Book 7 of the DCC, the term of notice may be reduced by the time required by the UWV for processing the application, pursuant to Article 672, Paragraph 6 of Book 7 of the DCC. In that case, the remaining notice period should at least be one month.
10. **Reintegration and termination in the event of incapacity for work**
- The employee will cooperate sufficiently in complying with the reintegration requirements under the Dutch Eligibility for Permanent Invalidity Benefit (Restrictions) Act [*Wet Verbetering Poortwachter*, abbreviated to WVP], and will comply with the sick leave rules in force within the company.
  - If the employee fails to cooperate sufficiently in his recovery and reintegration for no good reason, the employer may suspend wage payments (including supplements) after a prior warning in writing. If, after prior warning, the employee persists in refusing to cooperate with reintegration, the employer may terminate employment in the designated manner.
  - If, after 104 weeks of incapacity for work (irrespective of the disability percentage), the UWV employment expert establishes that there are no suitable reintegration options within the employer's company, employment may be terminated on the condition that, according to the UWV, sufficient reintegration efforts have been made.
  - If, according to the UWV, the employer has not made sufficient reintegration efforts, dismissal due to incapacity for work will only be possible after expiration of the period to which the extended obligation to continue payment of wages applies.
11. **Sickness Absence and Occupational Disability among Sickness Benefit Claimants (Restrictions) Act<sup>1</sup>**
- Employees who become ill within four weeks of termination of employment and, at that moment, are not working for another employer or receiving Unemployment Benefit (*WW*), should report sick immediately to their former employer, in line with the applicable rules governing reporting sick with that employer.
  - Employees who are on sick leave at the moment of termination of employment, and those who fulfil the provisions in paragraph 1, should:
    - comply with a call to meet the employer's company medical officer and/or employment expert;
    - comply with all obligations arising from the Dutch Sickness Benefits Act [*Ziektewet*], and the Work and Income (Capacity for Work) Act [*Wet werk en inkomen naar arbeidsvermogen*: abbreviated to WIA];
    - cooperate with a reintegration programme or the trial placement offered on behalf of the employer.

*Wet beperking ziekteverzuim en arbeidsongeschiktheid vangnetters; Wet BeZaVa. = Sickness Absence and Occupational Disability among Sickness Benefit Claimants (Restrictions) Act*

## 12. Reaching the retirement age

- a. The employment contract ends by operation of law from the date on which the employee reaches the Dutch state pension age (AOW).
- b. Six months before reaching the state pension age, the employee may consult the employer about the options for employment after retirement.
- c. Working after the state pension age. With regard to employees referred to in paragraph 12a, the employer and employee may agree on entering into a new employment contract after the state pension age has been reached.
  - A notice period of one month applies.
  - A maximum of six successive fixed-term employment contracts may be entered into within a period of 48 months, with an interruption of no more than six months. After six successive fixed-term employment contracts with an interruption of no more than six months, a contract for an indefinite period will automatically come into force.
  - The employer's obligation to continue payment of wages [*loondoorbetalingsverplichting*] and reintegration requirements, and the ban on termination apply for a period of 13 weeks.
  - The employer is not liable to pay a transition allowance [*transitievergoeding*] if the employment contract ends on or after the state pension age.

## 13. Kasgroeit

The CAO parties have set up a mobility centre. Kasgroeit has the task of supporting unemployed or supernumerary employees in the Dutch greenhouse horticulture sector in finding new employment within the sector, so that their know-how and skills can be retained for the sector. Employers who are looking for staff can submit their vacancies to Kasgroeit free of charge. See [www.kasgroeit.nl](http://www.kasgroeit.nl) (only available in Dutch).

## Article 9 Special provisions for employment contracts for a fixed term or an indefinite period

### 1. Chain provision for contracts of up to nine months

- a. In deviation from Article 668a, Paragraph 1, under a and b, and under application of Article 668a, Paragraph 13 of Book 7 of the DCC, an interval of at least three months following a maximum of three employment contracts with an aggregate duration of no more than nine months, including any interruptions between these employment contracts, applies to the positions to be specified in paragraph 1c below. This applies insofar as such positions within the employer's company are of a seasonal nature due to climatological or natural circumstances, and cannot be performed consecutively by the same employee for a period of more than nine months a year.
- b. On entering into an employment contract with the employee, the employer will record that it has been entered into as a seasonal contract as intended in paragraph 1a.
- c. The chain provision referred to in paragraph 1a applies to company job titles which are based on the following reference job titles from the Handbook of Job Classifications:
  - Greenhouse horticulture worker production I;
  - Greenhouse horticulture worker production II
  - Cultivation worker I;
  - Cultivation worker II;
  - Operator/machine operator I;
  - Operator/machine operator II;
  - Order picker;
  - Forklift driver;
  - Logistics worker;
  - Domestic services assistant;
  - Canteen worker.

## 2. Chain provision for contracts of more than nine months

A maximum of three fixed-term employment contracts, each for a term of more than nine months, may be entered into within a period of 36 months with regard to the job titles specified above in paragraph 2c. This only applies insofar as the position in the employer's company is of a seasonal nature due to climatological or natural circumstances, whereby the intrinsic nature of the business operations does not allow the employer to offer the employee a year-round employment contract within his company.

- a. On entering into an employment contract with the employee, the employer will record that it has been entered into as a seasonal contract as referred to in paragraph 2a.
- b. The chain provision referred to in paragraph 2a applies to the company job titles, based on the uniform job titles from the Handbook of Job Classifications.
- c. Contract of employment for an indefinite period:
  - At the employee's request, in the course of the third employment contract as referred to in paragraph 2a, the employer and the employee will consult on continuation of employment after the third contract has ended. In the event of continuation of employment, it will involve an employment contract for an indefinite period for at least the same number of working hours but with the payment of wage spread over 12 months.
  - No later than one month before the third employment contract ends, the employer will confirm whether employment will be continued and, if so, under which conditions.
  - The employer will meet the employee's request to continue employment, unless compelling circumstances do not allow this.
  - The employer's obligation, as referred to in this paragraph, only applies if the Dutch tax authorities agree that wages will be paid over a period during which no actual work is performed and the employer will be able to apply the lower unemployment insurance contribution [*WW-premie*], and the employee will also be eligible for the employed person's tax credit [*arbeidskorting*] over the period that he does not actually work.

## 3. Application

- a. The possibility of derogating from the chain provision referred to in paragraphs 1 and 2 only applies to employment contracts entered into by an employer within the definition of this CAO and an employee within the definition of this CAO. Employers who hire staff from temporary employment agencies will ensure that this derogation is not applied to agency staff.
- b. Pursuant to Article 668a, Paragraph 10 of Book 7 of the DCC, Article 668a will not apply to employment contracts that are solely or primarily entered into for the purpose of training the employee on the job as part of a practical skills course in vocational education [*Beroeps Begeleidende Leerweg*, abbreviated to BBL].

## Article 10 Annually returning seasonal workers

1. If the employee wishes, the employer and employee may, in consultation, convert annually recurring employment into employment for an indefinite period. In this respect, the following conditions apply:
2. On an annual basis, employment for an indefinite period will at least comprise the average number of hours worked per year in previous years.
3. The employee has no duty to respond to a call [*opkomstplicht*] relating to the part of the year during which employment was non-existent in previous years.
4. Payment of wages will be effected on a weekly or monthly basis and are based on the average hours a week or month agreed.
5. Holiday entitlement/leave days may be used during the period in which there is a duty to respond to a call.
6. In the event of sickness during the period in which there is no duty to respond to a call, the regulations governing incapacity for work set out in Chapter 7 are in force.



## Article 11 Peak workers

Peak workers are understood to be:

1. Employees who only perform routine, seasonal jobs related to cultivating and harvesting agricultural crops (including handling and processing crops); and
  - a. carry out these jobs during peak periods (a period with an increased demand for labour) of no more than eight consecutive weeks a year; and
  - b. during deployment in peak periods, receive a compensation amounting to 0.7% of the applicable wage; and
  - c. are registered with the fund administrator by the employer no later than on the fifth working day.
2. The definition of peak worker under paragraph 1 does not cover:
  - a. employees who, following an employment contract for a fixed term or an indefinite period, enter into employment with the same employer with an interruption of less than six months.
  - b. employees in peak labour employment which is followed, within 31 days, by employment with the same employer for a fixed term of an indefinite period.
3. Employees may only enter into a peak labour employment contract once per calendar year.
4. The Peak Labour scheme [*regeling Piekarbeid*] specifically refers to exemption from contribution payments for the agricultural and green sector and is not linked to any other regulations, statutory or otherwise.
5. Peak remuneration will at least be in line with the gross national minimum wage applicable to them. See Appendix 4, paragraph 4 for the relevant amounts.
6. Leave days and holiday money will be settled on termination of employment, or together with each wage payment at a rate of 20%. From this amount, payment the employee received over the leave days taken at his request will be deducted, the leave days not being public holidays. Article 39 does not apply.
7. On entering into this CAO, pursuant to the decision of the sectoral funds, no contributions are due for peak workers. Peak workers are not eligible for benefits under the sectoral schemes [*bedrijfstakregelingen*].

## Article 12 Students, pupils and holiday workers

1. For the purposes of this CAO, the following definitions apply:
  - a. student or pupil: a person who attends daytime classes in the course of the current school year (1 August - 31 July), or has done so for part of the school year. This does not refer to students who take part in a practical skills course in vocational education.
  - b. holiday worker: a person who works in employment during school holidays.
  - c. school holidays: holidays for primary and secondary education per region, in line with the schedule issued by the Dutch Ministry of Education, Culture and Science.
2. Students and pupils, and holiday workers will at least be paid in line with the gross statutory minimum wage/youth wage applicable to them. See Appendix 4, paragraph 4.
3. Leave days and holiday money will be settled on termination of employment, or together with each wage payment at a rate of 20%. From this amount, payment the student/pupil received over the leave days taken at his request will be deducted, the leave days not being public holidays. Article 39 does not apply.
4. Students, pupils and holiday workers with a stand-by contract [*oproepcontract*]  
With due observance of Article 628a, paragraph 11 of Book 7 of the DCC, Article 628a, paragraphs 2, 3, and 5 of Book 7 of the DCC do not apply to students, pupils, and holiday workers who are employed on the basis of a stand-by contract.

The following applies to them:

1. They are not obliged to comply with any request by the employer to work a shift, and
2. The employer is not obliged to continue paying them wage for a shift withdrawn by the employer, and
3. The employer is not obliged to offer them permanent employment after 12 months.

### **Article 13 Employees with an occupational impairment**

Employees with an occupational impairment will at least be paid in line with the statutory minimum wage applicable to them. If the employee earns less than the statutory minimum wage, the employer can apply for a wage cost subsidy [*loonkostensubsidie*].

### **Article 14 Work for third parties**

1. The employee is not obliged to perform work on the instructions of his employer for companies other than his employer's, unless agreed otherwise in writing at the time of appointment.
2. Employees with an employment contract for 80% or more hours are not permitted to perform work for third parties, paid or unpaid or for their own account, without the employer's written consent.

This ban applies if:

- a. the work activities could have an adverse effect on the employee's performance;
- b. the work activities are or could be competitive for the employer;
- c. the employer's interests could be harmed in any other way.

## CHAPTER 3 WORKING TIME AND WORKING HOURS

### Article 15 Business hours

Normal business hours are from Monday to Friday, from 6 a.m. to 8 p.m., and on Saturday from 6 a.m. to 3 p.m.

1. The business hours may be shifted by one hour for a period of three months a year. In that case, the business hours will be from 5 a.m. to 7 p.m. or from 7 a.m. to 9 p.m. on weekdays, and from 5 a.m. to 2 p.m. or from 7 a.m. to 4 p.m. on Saturdays.
2. The business hours stated in paragraphs 1 and 2 do not apply if two-shift or three-shift schedules have been agreed on.

### Article 16 Working time

The standard working time under this CAO is 38 hours a week.

1. The employer and the individual employee may, in consultation, agree on a maximum working week of 42 hours. A maximum of 40 working hours a week applies to young persons aged 15 to 17 pursuant to Article 5:7 of the Dutch Working Hours Act [*Arbeidstijdenwet*] and further child labour regulations [*Nadere Regeling Kinderarbeid*]. Specific regulations in line with the *Nadere Regeling Kinderarbeid* apply to children younger than 15.
2. Unless otherwise agreed, the number of hours per shift (attendance) will be at least three hours, with a maximum of ten hours. See also Article 18, paragraph 1, and Article 19, paragraph 10.
3. The maximum working time per week may not exceed 48 hours (whereby the week begins at 00:00 a.m. on Monday and ends at midnight on Sunday). Pursuant to the annual hours model [*jaarurenmodel*] as referred to in Article 19, the working time per week may be reduced to 0 (zero) hours for a period of four weeks, which are not necessarily consecutive, and extended to 50 hours for a period of eight weeks, which are not necessarily consecutive; work may be carried out for a maximum of five hours during weekends, as prescribed by the Dutch Working Hours Act.
4. The working week consists of five working days and two consecutive days off, unless agreed otherwise.
5. The employer will notify the employee of any changes to the employee's duty roster, with the associated working days and the starting and ending times, one week before it takes effect. Without a notification of change, the existing duty roster remains in place.
6. Shifted starting time of a stand-by shift  
The employer may move the starting time of a stand-by shift to a later time on the same working day. The employer will inform the employee of this prior to the starting time of the stand-by shift. If the employee is already travelling to work, the original starting time will remain in place. The employee cannot be required to continue working after the finishing time of the originally scheduled stand-by shift.

### Article 17 Work on Sundays, public and national holidays

1. Sunday  
If Sunday is part of the agreed working week, the employee is entitled to be excluded from the roster for 13 Sundays per 52 weeks. This may only be deviated from with the approval of the employee.
2. Public and national holidays  
No work will be performed on New Year's Day, Christmas and Boxing Day, Ascension Day, Whit Sunday and Whit Monday, and the King's Birthday. Payment of wages is continued if these days fall on the employee's regular working day. Work may be performed on paid public holidays if operating conditions require this, it is deemed urgent by the employer, and the employer has made arrangements with the employee in this respect.
3. If the employee works on a paid public holiday, in addition to the agreed periodic wage [*periodeloon*] (100%), he will be paid a bonus of 150% which consists of:
  - a. the hourly wage for the hours worked (100%), and
  - b. a bonus of 50%.This 50% bonus includes the holiday allowance.
4. If operating conditions allow this, the employee may take leave on other public and religious holidays, and on 1 and 5 May, if he submits his request in a timely manner. He must take holiday hours or unpaid leave for this.

### Article 18 Part-time work

1. On days that work needs to be performed, the consecutive working time will be at least three hours, unless agreed otherwise between the employer and the employee on entering into the employment contract, and the employee is aware of the working hours on the basis of a roster.
2. Holiday hours are accrued and holiday pay is due over the hours that exceed the part-time contracted hours and fall within the operating hours, up to eight hours a day and 38 hours a week. At the employee's request, the employer can instead compensate the holiday pay and holiday hours with 20% of the wage for the hours worked beyond the contract.
3. The hours worked in excess of eight hours a day and 38 hours a week within the regular duty roster are plus hours [*plusuren*] and subject to a bonus. This bonus includes holiday pay.
4. The hours worked in excess of 38 hours a week, or in the case of the annual hours model with a full year in excess of 1983.6 hours, are overtime hours and subject to a 35% bonus. This bonus includes holiday hours and holiday pay.

### **Article 19 Annual hours model [*Jaarurenmodel*]**

The one-year accrual period for the annual hours standard [*jaarurennorm*] to be reached starts on the first day of the calendar month. At least one month before its commencement, the employer will notify the employee in writing whether he will be working under an annual hours model.

1. The annual hours model can start immediately upon commencement of employment, provided that this has been agreed in writing with the employee.
2. With due observance of the conditions laid down in this article, the annual hours model may also be applied to temporary agency workers.
3. The annual working time is based on the average of 38 hours a week and 1983.6 hours per calendar year. If different working hours per week have been agreed, these will be multiplied by 52.2 in order to determine the working time on an annual basis. The maximum deviating working time is an average of 42 hours a week.
4. Payment of the periodic wage takes place independently of the hours worked. The fixed periodic wage will be paid per pay period.
5. With regard to employees with one or successive fixed-term employment contracts of no more than one year in total, the duration of the contract or contracts will count as the accrual period.
6. With regard to employment contracts that start or end during the year, calculation will be based on the number of weeks to be worked multiplied by the average of 38 hours (or 36, 40, or 42 hours, as applicable).
7. With regard to part-time employment contracts, the annual hours standard will be calculated proportionally in order to determine the plus and minus hours.
8. Once the annual hours standard has been reached, the employee will be obliged to continue performing his work.
9. The working time per attendance will be at least three hours, unless agreed otherwise.
10. A minimum working week of 20 hours applies with regard to full-time employment. The employer will designate the 20-hour working weeks at least one week in advance. The employer and the employee will discuss the working hours in a reduced working week.
11. The employer may allocate no more than four weeks, which are not necessarily consecutive, during which the employee works zero hours. These will be divided into full working weeks and announced one week in advance. The 0-hour weeks will be allocated proportionally between employees with similar job titles. The employee can request the employer to allocate more than four weeks during

which time the employee concerned works zero hours. The employer and employee will agree to this extension in writing.

12. The employer may allocate no more than eight weeks, which are not necessarily consecutive, during which the employee works 50 hours, of which a maximum of five hours during weekends. These will be divided into full working weeks and announced one week in advance. The 50-hour weeks will be allocated proportionally between employees with similar job titles.

## **Article 20 Accrual of the annual hours standard**

1. The annual hours standard equals the agreed working hours a week \* 52.2. Moreover,
  - a. Leave days taken, public holidays on the employee's regular working day, and special leave on full pay all count towards the annual hours standard.
  - b. Sick leave and maternity leave count towards the annual hours standard.
  - c. The 'school days' of employees with a work-based learning agreement [*beroepspraktijkvormings-overeenkomst*] count as full working days towards the annual hours standard.
  - d. Paternity leave and other forms of leave, unpaid or not, will be deducted from the annual hours standard. The periodic wage will be reduced with the wage value of absenteeism.
  - e. The annual hours standard for employees who make use of the older employees leave scheme [*seniorenregeling*] referred to in Article 50 will be reduced proportionally.

## **Article 21 Settlement of plus or minus hours in the annual hours model**

1. The settlement moment will be the day of expiration of the annual hours model, or the final date of the contract (temporary or otherwise), unless agreed otherwise in the employment contract or the company regulations. There will be at least one settlement moment per 12 months.
2. Payment takes place with the next payment of wages; at the latest one month after the settlement moment.
3. When settling plus hours that exceed the set individual annual hours standard:
  - a. These will be paid at a rate of 135%. No holiday pay is accrued over this wage including bonus;
  - b. At the employee's option, the first 76 hours may be added to the leave card on an annual basis. These hours will be regarded as leave hours that exceed the statutory entitlement. Any remaining hours will be paid out pursuant to paragraph 3a.
  - c. In consultation between the employer and the employee, it may be decided to settle the plus hours on a weekly basis. If this option is used, a bonus of 30% (including holiday allowance) applies on top of the annual hours standard (instead of 35% on an annual basis, as referred to in paragraph 3a.).
4. Minus hours are for the employer's account and risk.
5. **Settlement of plus/minus hours at the employee's request on termination of employment**
  - a. Minus hours are settled with unused leave days or with wages when:
    - employment ends at the employee's request, and
    - the employee fails to comply with the notice period applicable to him, and
    - ignores the employer's request to make up for the minus hours.
  - b. Plus hours are paid in full (100%) if:
    - employment ends at the employee's request;
    - the employee fails to comply with the notice period applicable to him.

## **Artikel 22 Expired (applied until 31 December 2021)**

## **Artikel 23 Structural working on Sundays**

1. Only if business circumstances require structural working on Sunday, the *Structureel werken op zondag regeling* [a scheme governing the structural working on Sundays] may be agreed upon with permission of the works council or the employee representation body, as applicable. If no works council or employee representation is in place, the employees involved will be consulted, and the Joint Committee referred to in Article 58 will be asked to apply the *Structureel werken op zondag regeling*. The entire workforce must be informed if this scheme is applied. Employees must agree individually about working on Sunday.
2. In deviation from Article 15, paragraph 1, the *Structureel werken op zondag regeling* provides that the business hours for any individual employee in any individual week can be defined as on Sunday from 6 a.m. to 3 p.m. instead of on Saturday from 6 a.m. to 3 p.m. The shift in business hours for three months, as referred to in Article 15, paragraph 2, applies by analogy.
3. By virtue of the *Structureel werken op zondag regeling*, the regular working time on Sunday will not exceed five hours.

## **Article 24 Shift work**

1. Two-shift or three-shift schedules may be in place. In that case, the stipulations on business hours in Article 15 do not apply.
2. During shift work, the working hours of two or more groups of employees will connect or overlap to a limited degree, and only for the purpose of transferring work. The employees involved will be frequently interchanged, for example on a weekly basis, for an extended period of time.
3. A bonus of 15% on top of the hourly wage applies to two-shift schedules, and a bonus of 22% to three-shift schedules. No holiday pay is accrued over this bonus.

## **Article 25 Week shift work**

1. **Week shifts**  
Employees may perform week shifts with permission of the works council or employee representation, as applicable. If no works council or employee representation is in place, the employer must reach agreement with two-thirds of the employees in permanent employment, or with those who have been employed for at least one year. The entire workforce must be notified if the scheme is applied.
2. Employees on a week shift schedule will be rostered in groups for the period ahead, based on an average of 38 hours a week or an average working time of no more than 42 hours. The term 'ahead' means that the two consecutive leave days in a subsequent week can never be two of the same days.
3. The business hours for week shifts are Monday to Sunday, from 6 a.m. to 7 p.m.
4. Week shift work will receive a 50% bonus for working on Sunday, to be settled with the next wage payment. No holiday pay is accrued over this bonus. Sunday hours count for the calculation towards the annual hours standard.
5. The annual hours model as referred to in Article 19 et seq. and the bonuses in Article 32 apply to week-shift workers, insofar as this is not deviated from in the previous paragraphs.
6. The annual hours model as referred to in Article 19 et seq. and the table with bonuses in Article 32 apply to week-shift workers, insofar as this is not deviated from in the previous paragraphs.

## **Article 26 Positions outside the company and outside business hours**

Employees with a position whose activities, by their nature, have to be performed outside the company and outside business hours will receive a bonus of 20% on top of their wage for the hours worked outside business hours. The bonus will be settled during the next wage period.

## **Article 27      Breaks**

1. Breaks of less than 15 minutes in the morning and afternoon will be payable by the employer.
2. Any break commences at the location where it is taken.
3. In deviation from paragraphs 1 and 2, the employer may agree on a different ruling for breaks with the employee participation body.

## **Article 28      Roster for tropical conditions**

A roster for tropical conditions may be agreed upon with the consent of the majority of the workforce. In this respect, the business hours and working hours specified in Articles 15 and 16 may be deviated from.

## **Article 29      No compulsory overtime**

- a. Up to 30 December 2022: Employees aged 57 and older are not obliged to work more than ten hours a day, more than 45 hours a week, or outside business hours.
- b. As from 31 December 2022: Employees aged 58 and older are not obliged to work more than ten hours a day, more than 45 hours a week, or outside business hours.

## **Article 30      Overtime and meals**

In the event of overtime after 6 p.m., the employer will provide and pay for a hot meal, or will offer the employee involved the opportunity of having a meal at home. In that case, the employer will reimburse the extra journey in accordance with Article 36.

## **Article 31      Bonuses**

1. Bonuses are not cumulative; the highest percentage applies.
2. Bonuses as referred to in Article 32, paragraph 1, parts b, c and d, will be settled in the next pay period. The plus hours worked in addition to the set annual hours standard will be settled and paid in line with Article 21.
3. The employer and the employee may agree on compensating plus hours and bonuses with time off in lieu.
4. Refer to Appendix 1a for a table with a list of the bonuses.

## **Article 32      Bonuses under the annual hours model and regular duty roster**

1. Overtime, plus, and irregular hours
  - a. Plus hours are hours worked in excess of the agreed working hours.
  - b. Minus hours are hours worked less than the agreed working hours.
  - c. Overtime hours are plus hours that qualify for an overtime allowance.
  - d. Plus hours are overtime hours to which an allowance applies in the following cases:
    - i. Regular duty roster  
The hours that exceed the hours of a fulltime contract based on fulltime employment of 38 hours or 38 to 42 hours. The latter applies to employees with a higher number of agreed weekly working hours.
    - ii. Annual hours model  
Hours which, at the end of an agreed moment, have not been compensated with minus hours during the interim period will at that moment (= settlement moment) be regarded as overtime for which an allowance will be paid, provided that it involves full-time employment (of 38 to 42 hours). In the case of part-time employees, plus hours will only be regarded as overtime with

an allowance at the moment that the plus hours exceed a full-time employment contract based on 38 hours a week (or 1983.6 per full year).

- e. Irregular hours refers to hours on:
  - i. Mondays to Saturdays: from 00.00 a.m. to 6.00 a.m. But during 13 weeks to be allocated by the employer from 00.00 a.m. to 5.00 a.m.
  - ii. Mondays to Fridays: from 8 p.m. to 12 midnight.
  - iii. On Saturday from 3 p.m. to 12 midnight.
  - iv. On Sunday from 00.00 a.m. to midnight.

## 2. **Bonuses**

Five types of bonuses are in place:

- a. An overtime allowance for full-time employment above the agreed number of hours per week, and above a minimum of 38 hours a week (135%: hourly payment = 100% + 35% bonus over that hour);
- b. An overtime allowance for more than 10 hours a day and/or more than 48 hours per week (150%: hourly payment = 100% + 50% bonus over that hour);
- c. A bonus for working irregular hours (50%);
- d. A bonus for working on public holidays (50%) in addition to the pay for those hours worked. If the employee works on a paid public holiday, in addition to the regular paid wage, he will also be paid a wage for the hours worked plus a bonus of 50%:
- e. A bonus for working on Sundays (100%)  
In the event of structural work on Sundays pursuant to Article 23, a maximum of five bonus-free hours may be worked from 6 a.m. to 3 p.m. on that day. However, one condition in this respect is that the employee concerned does/did not work on Saturday of the same weekend.

## 3. **Other provisions**

- a. Pursuant to Article 25, the deviations referred to in this article apply to employees who work week shifts.
- b. No holiday pay is accrued over the wage and the bonus for hours worked as referred to in paragraph 2, subs a. and b., with due observance of the provisions of Article 16, paragraph 2 of the Dutch Minimum Wage and Minimum Holiday Allowance Act [*Wet minimumloon en minimumvakantiebijslag*].
- c. No holiday allowance is due over the bonus for the hours worked as referred to in paragraph 2, part c, d, and e. Holiday allowance is, however, accrued over the wage paid for these hours.
- d. The bonus of 50% applies if the overtime hour is also an irregular hour, but no holiday pay is accrued over the wage and the bonus.



## CHAPTER 4           JOB EVALUATION AND REMUNERATION

### Article 33           Job classification

1.     General
  - a.    The employee's job title will be classified in a job category in accordance with the Handbook of Job classifications for the Greenhouse Horticulture Sector [*Functiehandboek Glastuinbouw* - the ORBA job evaluation system].
  - b.    The handbook (only available in Dutch) forms part of this CAO, with the exception of groups k, l, and m. (See Appendix 16.) Appendix 2 contains the reference list of job titles.
  - c.    Expired.
  - d.    Each job category corresponds to a pay scale. Refer to Appendix 4 for pay scales that show the gross hourly wages. This does not apply to peak workers, holiday workers, students, pupils and employees with an occupational impairment, from articles 11 to 13.
  - e.    The employer will inform the employee to which job category his position belongs, and will lay this down in the written employment contract.
  - f.    On request, the employer will make the handbook of job classifications available for the employee's perusal.
  - g.    If the employee makes objection to his job description or job classification, he can make use of the appeal procedure contained in the handbook. Information about this procedure can be found in Appendix 3.
2.    The job classification does not apply to peak workers.

### Article 34           Remuneration

1.    Age scale
  - a.    The starting wage [*aanvangsloon*] of employees aged up to 20 will be derived from that of employees aged 21 and older in accordance with the following percentages:
    - 15 years of age - 40%
    - 16 years of age - 50%
    - 17 years of age - 60%
    - 18 years of age - 70%
    - 19 years of age - 80%
    - 20 years of age - 90%.
  - b.    The employee will be paid the wage commensurate with the next age group as from the start of the day of his birthday.
2.    There are two pay structures [*loongebouwen*];
  - a.    pay structure B for employees who entered the employer's service after 1 July 2005. See Appendix 4, paragraph 2;
  - b.    pay structure A for employees who entered the employer's service before 1 July 2005. See Appendix 4, paragraph 3. Pay structure A will expire on 1 July 2022. After that the scheme included in Article 34, paragraph 3, will apply.
3.    Scheme expired pay structure A as from 1 July 2022  
Pay structure A will expire on 1 July 2022. The following arrangement is in place:
  - a.    Employees classified in pay structure A will be classified in a job category within pay structure B.
  - b.    The pay step of employees who are classified in a job category of pay structure B will be equal or next to the higher amount compared to the wage in pay structure A.
  - c.    If the maximum of the job category in pay structure B is lower than the former wage in pay structure A, the employee will receive a personal allowance equal to the difference between the current wage (pay structure A) and the new wage (pay structure B). A holiday allowance is paid over this personal allowance, but no pay increases will be allocated to it.

- d. If the employee with a personal allowance is classified in a job category with a higher wage, the personal allowance will then be reduced by the difference between the new job-grade wage rate of the new job category and the former wage rate.
4. Special provisions relating to job-related wage rate [*functieloon*]
- a. Employees aged 21 and over will be paid at least the initial wage from their job category. Employees aged 21 and over in job categories A to H will be granted an increment on 1 January on the condition that employment at the previous step in the job category lasted at least 1,000 hours, and the highest step in the category concerned has not yet been reached. If employment has lasted fewer than 1,000 hours and the highest step has not yet been reached, the employee will in any case be granted an increment on 1 January after each two-year period.
  - b. If an employee aged 21 and over is promoted to a position in a higher job category, the wage applicable to him within the pay structure will be determined in such a manner that it constitutes a pay increase.
  - c. On commencement of employment, employees aged 21 and over with an employment contract for a fixed term or a particular job will be entitled to receive a wage step in the job category if the employer and employee had entered into one or more contracts with a total of at least 1,000 hours during the preceding two years. The term of two years will be calculated back from the effective date of the new contract of employment. No more than one increment will be granted in any one calendar year.
  - d. The employer does not need to grant an increment to employees who have not worked for more than six consecutive months due to incapacity for work or unpaid leave in the previous calendar year.
  - e. If the employee performs inadequately, an increment may be denied under the following conditions:
    - The employer applies an effective system of performance reviews and/or appraisal interviews.
    - The employee was informed of his inadequate performance in writing at least twice during the preceding calendar year and showed no sign of improvement.
    - The employer will confirm in writing that the employee was not granted the increment.
  - f. Employees with a position in job category F or higher who, on commencement of employment, do not have all the skills or experience required for the job, may be classified in a lower pay scale for a maximum of six months. This will be laid down in the employment contract.
  - g. The employee will receive a bonus of 50% of the difference between the lowest wage steps of his own and the higher job category during any period that he temporarily fills a position in a higher job category.
  - h. By way of a trial, the employee may be put in a higher position with the corresponding pay scale for a maximum period of six months. If he proves unsuitable for the position, the employee will return to his former position, or a different but at least comparable position, at a wage that is at least equal to the one the employee received prior to the trial period. This includes an increment, if, during the trial period, entitlement to this would have arisen in the position filled prior to the trial period.
5. Wage payment  
Wage payment takes place after the period over which the wage is calculated pursuant to the employment contract. This period will not be shorter than one week and not longer than one month. Wage payments by bank will take place in such a manner that the employee will have the money at his disposal by the end of the week, month or four-weekly period.
6. Wage specification  
For each wage payment, the employer will provide the employee with a written specification. Refer to Article 626 of Book 7 of the DCC for all requirements relating to wage specifications.

## Article 35 Wages

1. The following pay increases for the pay scales and the actual wage apply to the job categories specified in Article 33, paragraph 1:
  - a. as from 1 January 2022: 3.00%;
  - b. as from 1 October 2022: 2.50%.
2. One-off payment  
On 1 January 2022 a one-off gross payment of € 500 will be allocated on the basis of full-time employment for those employed on 1 January 2021 and still employed on 1 January 2022. A pro rata payment applies to employees with a part-time contract or a variable hour pattern. In this respect, the average number of hours for the year 2021 applies.
3. The increases in hourly wages are specified in the tables shown in Appendix 4. The increase set out in Article 35, paragraph 1 does not apply to pay structure B, job category B, step 1. This step is in line with the statutory minimum wage.

**With regard to job category B, pay structure B, the increase of 3.35% (\*) as from 1 July 2019 has been incorporated into the table below, which is now as follows:**

Step/scale	B
15 years of age	€ 4.02
16 years of age	€ 5.03
17 years of age	€ 6.03
18 years of age	€ 7.04
19 years of age	€ 8.04
20 years of age	€ 9.05
21 years until state pension age	
1	€ 10.05 (**)
2	€ 10.19
3	€ 10.45
4	€ 10.74
5	€ 11.08
6	€ 11.60
7	€ 12.20

(\*) The wages of job category B, step 1 and youth wages derived therefrom have been adjusted to the minimum wage of 1 January 2020.

(\*\*) Youth wages are derived from step 1 (SMW at 21 years). The CAO youth-wage percentages apply to all youth wages.

**With regard to job category B, pay structure B, the increase of 3% as from 1 January 2022 has been incorporated into the new table, which is now as follows:**

Step/scale	B
15 years of age	€ 4.19
16 years of age	€ 5.24
17 years of age	€ 6.29
18 years of age	€ 7.34
19 years of age	€ 8.38
20 years of age	€ 9.43
21 years until state pension age	
1	€ 10.48 (*)
2	€ 10.50
3	€ 10.76
4	€ 11.06
5	€ 11.41
6	€ 11.95
7	€ 12.57

(\*) Youth wages are derived from step 1 (SMW at 21 years). The CAO youth-wage percentages apply to all youth wages.

**With regard to job category B, pay structure B, the increase of 2.50% as from 1 October 2022 has been incorporated into the new table, which is now as follows:**

ORBA points	21-35
Step/scale	B (*)
15 years of age	SMW 21 years * 0.40
16 years of age	SMW 21 years * 0.50
17 years of age	SMW 21 years * 0.60
18 years of age	SMW 21 years * 0.70
19 years of age	SMW 21 years * 0.80
20 years of age	SMW 21 years * 0.90
21 to 64 years	
1	SMW 21 years
2	€ 10.76
3	€ 11.03
4	€ 11.34
5	€ 11.70
6	€ 12.25
7	€ 12.88

(\*) The SMW is in place when it exceeds these amounts.

4. The youth-wage percentages stated in Article 34, paragraph 1 under a, have been incorporated into the tables of Appendix 4, paragraph 2.
5. At least the statutory minimum wage, or a wage derived therefrom, will apply to the employees referred to in Article 12 (students, pupils, and holiday workers, in Article 13 (employees with an occupational impairment), and Article 11 (peak workers). See Appendix 4, paragraph 4 for details about the statutory minimum wage.

## CHAPTER 5 SPECIAL ALLOWANCES

### Article 36 Contribution towards travelling expenses and removal expenses

1. With regard to a travel distance from home to the work location (single way) of 10 to 26 kilometres, the employee will receive a tax-free reimbursement of travelling expenses of € 0.19 per kilometre travelled (home and back). If the travel distance exceeds 26 kilometres, the employee will receive the maximum reimbursement in place for a travel distance of 26 kilometres.
2. The employee will not be entitled to the commuting allowance if the employer provides and pays for company transport. The employer will not charge the employee for this transport.
3. If an employee voluntarily moves to a location further away from his workplace, the initial commuting allowance will continued to be paid.
4. Employees who move at the employer's request will be entitled to a one-off allowance towards the costs incurred in moving their possessions and other removal expenses, insofar as the allowance can be paid as a non-taxable removal allowance.

### Article 37 On-call allowance

1. If the employer and employee agree that the employee will be available to the company for unexpected, urgent work activities outside his effective working hours, the employee will receive an allowance for the time he needs to remain available to the company. The on-call allowance does not apply to works managers.
2.
  - a. An allowance is payable per 24-hour period, or part thereof, to cover the time from 6 p.m. on Monday to Friday until 6 a.m. the following morning.
  - b. An allowance is payable per 24-hour period, or part thereof, to cover the time from 6 a.m. on Saturday, Sunday or national holidays until 6 a.m. on the following morning.
  - c. This allowance is paid in accordance with the following table.

	allowance for a.	allowance for b.
	€ 11.94	€ 23.87
From 1 January 2022	€ 12.30	€ 24.59
From 1 October 2022	€ 12.61	€ 25.20

- d. The on-call allowance will be adjusted with the percentages of the pay increases specified in Article 35, paragraph 1 on the date on which the pay increase takes effect. See the table.

### Article 38 Anniversary bonus

The employer will pay employees who have been in his service for 12.5 years or 25 years, with one or more employment contracts, a gross bonus amounting to a quarter of the monthly wage or one monthly wage, respectively. Plus hours and bonuses are not included in the calculation. Employment contracts of pupils and students are not included in the years of service.

## CHAPTER 6 HOLIDAYS AND LEAVE

### Article 39 Holidays and holiday pay

1. The holiday year runs from 1 January to 31 December.
2. The number of leave hours on full pay amounts to 9.77% of the number of working hours agreed per year. This percentage also applies to plus hours up to 38 hours a week pursuant to Article 18. The holiday entitlement for full-time employees will be 25.5 days per year. A full week of holiday equals the average number of hours per working week. The holiday entitlement of employees who are or were employed for part of the leave-entitlement year will be allocated proportionally.
3. In accordance with the calculation method of paragraph 2, employees under the age of 18 will be entitled to 11.49% of the agreed working hours per year. The holiday entitlement for full-time employees will be 30 days per year. The provisions of paragraph 2 apply to employees who commence employment after 30 June 2015 and are then aged under 18.
4. Old holiday entitlements where no new holiday entitlements will arise
  - a. Employees who have reached the ages specified below before 1 July 2015 will retain their right to additional leave hours on full pay:

· 57 to 59	7.6 hours
· 60	15.2 hours
· 61	22.8 hours
· 62	30.4 hours
· 63	38.0 hours
· 64	45.6 hours
  - b. Employees who had reached the age of 21 before 1 July 2015, and who have built up a long-term service record with one employer, will retain the right to additional leave on full pay as specified below:
    - after 10 years' service 7.6 hours
    - after 20 years' service 15.2 hours
    - after 30 years' service 22.8 hours
  - c. The hours stated under subparagraphs a and b of this paragraph may not exceed a maximum of 45.6 hours for full-time employees.
  - d. After 1 July 2015, no new entitlements can be derived from paragraphs 4a and 4b.
5. The employer will determine the scheduling of holidays in consultation with the employee in a timely manner and in such a way that it does not harm the company's interests. In doing so, the employer will meet the employee's wishes as far as possible. Employees with sufficient leave hours may take a three-week holiday. In consultation with the employer, the employee may take a holiday of a maximum of seven consecutive weeks once every two years, provided that he has accumulated sufficient leave entitlement. In this respect, the employee should submit a written request at least 12 months before the desired holiday commencement date.
6. On termination of employment, the employee will be given an opportunity to take up any remaining holiday leave. Employment must have lasted at least one month. If, on termination of employment, the employee has taken more, or less, leave entitlement, the difference will be settled. Employees who are dismissed due to incapacity for work will only be entitled to payment of the statutory leave entitlement not taken during the preceding 18 months.
7.
  - a. Statutory holiday entitlement will expire two years after the calendar year of accumulation;
  - b. Non-statutory holiday entitlement will expire five years after the calendar year of accumulation;
  - c. The employer puts in place an administrative system of holidays/leave days and their limitation period that is transparent for the employee;
  - d. Transitional arrangement  
The limitation period of five years (after the calendar year of accumulation) applies to statutory holiday entitlements accrued up to 1 January 2022. A limitation period of two years (after the calendar year of accumulation) applies to all statutory holiday entitlements accrued from 1 January 2022.

- e. If the employer rejects the employee's leave application for which the statutory holiday entitlement is used, and the holiday entitlement were to expire as a result of this, the limitation period will be extended until the entitlement can be used.
- f. If the employer and the employee disagree about the limitation period of a leave day, the burden of proof shall lie with the employer.
8. Incapacitated employees will take leave in consultation with the occupational health and safety service [*arbodienst*]. These leave days will be deducted from the holiday entitlement.
9. The employee will receive a holiday allowance of 8.33% of the wage due to be paid by the employer, insofar as the provisions in the CAO do not deviate from this (see Article 11, paragraph 6; Article 12, paragraph 3; Article 17, paragraph 3; Article 18, paragraphs 2 and 3; Article 22, paragraphs 1a and 1e; Article 24, paragraph 3; Article 25, paragraph 4; and Article 32, paragraphs 3 under l, m, and n). For the purposes of this paragraph, the wage due to be paid pursuant to Article 44 and allowances under the Dutch Sickness Benefits Act [*Ziektewet*], Unemployment Insurance Act [*Werkloosheidswet*], and in connection with pregnancy, childbirth, adoption, and foster care under the Dutch Work and Care Act [*Wet Arbeid en Zorg*], to which the employee is entitled in the course of employment, will be deemed to be wage paid by the employer. No holiday allowance will be paid over the bonus and wage if the holiday allowance is part of the bonus (see Article 21, paragraph 3c and Article 32, paragraph 3 under l, m, and n). The provisions of paragraph 9 apply with due observance of the provisions of Article 16, paragraph 2 of the Dutch Minimum Wage and Minimum Holiday Allowance Act [*Wet minimumloon en minimumvakantiebijslag*; abbreviated to WML]).

#### **Article 40 Special leave**

1. The Dutch Work and Care Act [*Wet Arbeid en Zorg*, abbreviated to WAZO] stipulates in which situations and under what conditions the employee will be eligible for paid or unpaid special leave.  
Adaptations to the WAZO:
- a. After the life partner or the person whose child the employee has acknowledged has given birth, the employee will be entitled to one time the number of weekly working hours on paid leave. This birth leave [*geboorteverlof*] must be taken within four weeks after the baby is born.
- b. After the employee's partner has given birth, the employee can also take five weeks' additional childbirth leave [*aanvullend geboorteverlof*]. During this leave, the employee will not be paid wage but receives an allowance from the UWV. The employee must take additional childbirth leave within six months after the child is born, but must first have taken 5 days' birth leave.
- c. As from 2 August 2022: During the first nine weeks of parental leave [*ouderschapsverlof*] the employee is entitled to an allowance from the UWV, on the condition that this leave is taken during the first year of the child's life.
2. In deviation from the provisions in the WAZO, the employee is entitled to paid leave in the following situations:
- a. from the day of death to the day of the funeral/cremation in the event of the death of the employee's spouse/partner, live-in parents or parents-in-law and children, as well in the event of the death of non-live-in parents or parents-in-law for whom the employee acts as the authorised representative;
- b. One day or one shift on the day of the funeral or cremation of grandchildren, children related by marriage, parents and parents-in-law, brothers or sisters, grandparents, and brothers-in-law or sisters-in-law, if attended.
- c. One day or one shift, when the spouse/partner gives birth to a child, as well as the following working day;
- d. When, through no fault of the employee, personal obligations imposed by law cannot be complied with during his spare time, for a reasonable period at the discretion of the employer, up to a maximum of one day. The regular wage payment will be continued after deduction of any payments that may be received from third parties;
3. In deviation from and in lieu of the provisions of Articles 5:9 to 5:10 of the WAZO, at the employee's request, the employer will grant leave for palliative care (leave to support a dying, terminally ill patient) relating to the employee's spouse/partner, parent or child. The employer will determine what the palliative leave will consist of in consultation with the employee. Leave days and other employment conditions may be used for this, and taking unpaid leave will also be possible. The employer and the employee will also make arrangements about communications, and any work that may still need to be carried out during the period of palliative leave. The provisions of this paragraph also apply to bereavement leave taken in order to deal with the loss of a partner, a parent, or a child in such a manner that the employee will be able to resume work.
4. In addition to the WAZO, the employee will be entitled to paid leave in the following situations:  
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- a. One day or one shift for giving official notice of the employee's intended marriage, and two days in the event of the marriage of the employee.
- b. Two days in the case of child adoption by the employee.
- c. One day or one shift in the event of the marriage of a child, a brother or sister, a parent or parent-in-law, a brother-in-law or sister-in-law on the day of the solemnisation of the marriage, if attended.
- d. One day or one shift on the 25th, 40th, 50th and 60th wedding anniversary of the employee, his parents, parents-in-law or grandparents on the day the anniversary is celebrated, if attended.
- e. One day for moving house for work-related reasons.

5. Contingency leave

Leave on full pay for a period determined in fairness and reasonableness will be granted in relation to a sudden event (contingency) for which the employee needs to take immediate action and as a result of which he will be unable to carry out his work. At the employer's request, the employee should demonstrate plausibly that an emergency is involved. This includes the actual time required for a visit to a general practitioner or specialist, insofar as this cannot take place in the employee's spare time.

6. For the purposes of paragraphs 2 to 5:

- The employee will notify the employer of his leave of absence at least one day in advance or at an earlier date as far as possible; he will attend the event in question, and submit documentary evidence issued by the relevant official bodies concerned beforehand or afterwards;
- Spouse is also understood to be the registered partner or the person of a different or the same sex, with whom the employee cohabits on a permanent basis without being married, as laid down by notarial deed, not being a relative in the first or second degree.
- Registered partnership is equivalent to marriage;
- There will be no continued payment of wages if this provision appears to have been abused.

#### **Article 41 Vocational education**

1. The employee is entitled to a maximum of 10 half-days of leave on full pay to attend courses that fulfil the descriptions in the 'list of groups of courses for the greenhouse horticulture sector' [*cursusgroepenlijst glastuinbouw*] issued by the Colland Labour Market fund [*fonds Colland Arbeidsmarkt*] ([www.collandarbeidsmarkt.nl](http://www.collandarbeidsmarkt.nl)). The courses to be attended will be chosen in consultation between the employer and the employee. To the extent that they are not reimbursed by the fund, the course fees will be for the account of the employer.
2. Educational leave  
The employee is entitled to a maximum of five days unpaid leave a year for attending general courses offered by organisations that are a party to this CAO and their affiliated youth organisation. This also applies to other courses aimed at the agricultural sector in a general sense, and are recognised by the board of the Stichting Colland Arbeidsmarkt foundation.
3. The employer and the employee will determine in consultation whether other courses and training can be taken with or without pay.
4. Further information about Colland Arbeidsmarkt can be found in Appendix 5.

#### **Article 42 Pre-retirement leave**

1. Retiring employees may take the 'Pensioen in Zicht' (approaching retirement) course. A subsidy for this course can be applied for through <https://www.collandarbeidsmarkt.nl/regeling/cursusgroepen-glastuinbouw/>. The time needed for taking the course will be for the account of the employee.
2. Further information about Colland Arbeidsmarkt can be found in Appendix 5.

## CHAPTER 7 INCAPACITY FOR WORK

### Article 43 Reporting sick and check-up visit instructions

1. In the case of both incapacity for work and reintegration, the employee must comply with the legal provisions, with the regulations of the occupational health and safety service, and with the employer's company rules. The employer will provide the employee with the regulations of the occupational health and safety service.
2. Reporting sick  
In the event of incapacity for work, the employee must report sick with the employer before 9 a.m. on the same day, unless the employer has issued other instructions.
3. Calling in medical help  
The employee will call in medical help in a timely manner. He will follow the instructions of the attending physician throughout the process of sickness or incapacity for work.
4. Compliance requirements of the occupational health and safety service  
The employee must keep himself available for check-up visits in accordance with the compliance requirements of the occupational health and safety service.
5. Staying abroad
  - a. The incapacitated employee will ask the employer's permission if he wishes to stay outside the Netherlands for more than one day; the employer, in turn, may seek advice from the occupational health and safety service.
  - b. If the employee reports sick during a stay outside the Netherlands, the occupational health and safety service may ask the employee, or ask on his behalf, for proof of incapacity for work issued by a relevant official body in the country concerned.
6. Resumption of work after recovery
  - a. The employee will resume work as soon as he is able to do so.
  - b. The employee will resume work as soon the occupational health and safety service considers him able to do so.
  - c. If the occupational health and safety service advises the employee to perform work other than his usual job, he will report this to the employer.

### Article 44 The employer's payment obligations in the event of incapacity for work, and the right of recourse

The employee will be eligible for the benefit percentages specified in this article if he complies with the instructions for reporting sick and check-up visits [*controle*] pursuant to paragraph 4 in the previous article, and cooperates with his reintegration/return to work.

The employee will be eligible for the benefit percentages specified in this article if he complies with the instructions for reporting sick and check-up visits set out in the previous article. The assessment of this compliance will be carried out by an independent expert, such as a company doctor or a labour expert.

1. **Level of the allowance**
  - a. For the purpose of this article, the wage to which the employee would have been entitled if he had not become incapacitated for work (Article 629 of Book 7 of the DCC) will serve to determine the level of the time-based rate of pay [*naar tijdsruimte vastgestelde loon*].
  - b. Establishment of the level of any supplements under the obligation to continue payment of wages [*loondoorbetalingsverplichting*] referred to in this article is based on the premise that the employee will not receive more than the agreed time-based rate of pay.
2. If employment ends in the course of his incapacity for work, the employee will no longer be entitled to the statutory continued payment of wages referred to in Article 629 of Book 7 of the DCC, nor to the supplements referred to in this article, from the day after employment ceases.
3. Employees who are fully and permanently incapacitated for work and transfer to the Dutch Full Invalidation Benefit Regulations [*Regeling inkomensvoorziening volledig arbeidsongeschikten*; abbreviated to IVA]

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within the first 104 weeks of incapacity, remain entitled to continued payment of the supplements referred to in this article.

4. **Obligation to continue payment of wages during the first period of 26 weeks (within the first year of incapacity for work)**
  - a. During the first period of 26 weeks of the statutory period stated in Article 629 of Book 7 of the DCC, the employer will pay the employee 70% of the time-based rate of pay, or at least the statutory minimum wage.
  - b. During this period, in addition to the statutory continued payment of 70% of wages, the employer will supplement the employee's pay to 100% of the time-based rate of pay.
  
5. **Obligation to continue payment of wages during the second period of 26 weeks (within the first year of incapacity for work)**
  - a. During the second period of 26 weeks of the statutory period stated in Article 629 of Book 7 of the DCC, the employer will pay the employee 70% of the time-based rate of pay, or at least the statutory minimum wage.
  - b. During this period, in addition to the statutory continued payment of wages of 70%, the employer will supplement the employee's pay to 90% of the time-based rate of pay.
  - c. A pro-rata payment of the hours the employee is incapacitated for work [*arbeidsongeschikt*] applies in the event of partial incapacity for work [*gedeeltelijke arbeidsongeschiktheid*].
  
6. **Obligation to continue payment of wages during the second year of incapacity for work**
  - a. During the second year of the statutory period stated in Article 629 of Book 7 of the DCC, the employer will pay the employee 70% of the time-based rate of pay.
  - b. During this period, in addition to the statutory continued payment of wages of 70%, the employer will supplement the employee's pay to 75% of the time-based rate of pay. If the employee cooperates satisfactorily with the legal reintegration requirements, the supplement will be raised to 85% of the time-based rate of pay.
  - c. A pro-rata payment of the hours the employee is incapacitated for work applies in the event of partial incapacity for work.

Obligation to continue payment of wages during incapacity for work

Term	Statutorily [SMW = statutory minimum wage]	CAO supplement
0 - 26 weeks	70% (or at least SMW)	30% (to 100%)
26 - 52 weeks	70% (or at least SMW)	20% (to 90%)
52 - 104 weeks	70%	15% (to 85%)
Partial incapacity	Pro rata	Pro rata

7. **Obligation to continue payment of wages to employees with less than 35% incapacity for work**  
If, following the period of incapacity for work referred to in paragraph 6 of this article, the UWV considers the employee incapacitated for work, but less than 35% incapacitated, and as long as employment continues with the same employer, the employee will receive 90% of the time-based rate of pay for a period of up to five years. This determination can be made sooner, if it is established objectively. See Article 8 for the possibility of dismissal.
  
8. **Liable third party**  
The employer has an independent right of recourse if the employee's incapacity for work is the result of an event for which another party is liable (Article 107a of Book 6 of the DCC).
  
9. **Allowance in addition to Sickness, Invalidity or WIA benefit**
  - a. If, in the event of incapacity for work, in addition to Sickness Benefit, Invalidity Benefit or WIA benefit, the employee is also entitled to another monetary allowance or benefit under an insurance scheme prescribed by law or under a fund in which the employee participates by virtue of his employment contract or a collective labour agreement, the employer's obligation to

continue payment of wages will be reduced by the value of such payments or benefits. This includes the Sickness, Invalidity or WIA benefit.

- b. The employer will be obliged to continue the payment or supplementation described under paragraphs 4 to 8, except if the employee does not receive any of the other allowances or benefits referred to under subparagraph a. of this paragraph (9) because of his failure to comply with the associated requirements.

**10. Calculation of supplement**

For the purpose of calculating the supplementation of Sickness Benefit referred to in this article, any income and/or benefits that have been deducted from the Sickness Benefit will be excluded from the calculation.

**11. Payment of Sickness Benefit via the employer**

If Sickness Benefit is paid via the employer and, after the compulsory deductions, the amount proves higher than the wage applicable to the employee, the employer will be obliged to pay the employee the excess amount as well.

**12. Suspension of payment obligation**

- a. The employer may suspend the payment obligations to the incapacitated employee for the time that the employee fails to supply the information the employer requires to determine the wage.
- b. The employer can no longer invoke any grounds for the suspension or non-payment of wages, in part or in full, if he fails to notify the employee - within four days - of his suspicion that possible grounds have arisen or could reasonably have arisen.

**13. Shortfall under the Return to Work (Partially Disabled Persons) Regulations [WGA]**

The employer will offer the employee the opportunity to join a collective insurance to cover the WGA shortfall [*WGA-hiaat*]. The contributions are payable by the employee. The level of insured benefit should be in accordance with the pay-related WGA benefit. The payroll deduction may not lead to payment of a wage lower than the statutory minimum wage. See Appendix 8.

**Article 45 Absence management**

During the first two years of incapacity for work, the employee will be entitled to absence management [*verzuimbegeleiding*] under the Dutch Eligibility For Permanent Incapacity Benefit (Restrictions) Act [*Wet Verbetering Poortwachter*].

**Article 46 Expiry of the employer's obligation to continue payment of wages**

The employee has no rights pursuant to article 44:

- a. If the incapacity for work was caused with intent by the employee;
- b. If his incapacity for work is due to a disorder about which he provided false information during the appointment interview, as a result of which the workload capacity requirements set for the job were not accurately assessed;
- c. If he failed to comply with the instructions for check-up visits;
- d. During the time that he obstructed or delayed his recovery;
- e. During the time that he refuses, for no good reason, to perform suitable alternative work with the employer or with a third party designated by the employer with the consent of the social security administration agency [*uitvoeringsinstelling*] to which the employer institution is affiliated;
- f. If the employee does not cooperate in recovering the costs from a third party.

**Article 47 Medical examination**

1. The employee may have a specific medical examination conducted at the expense of the employer. For

this the following graduated scale applies:

- up to age 35: once every four years;
- from 35 to 44 years: once every three years;
- from 45 to 49 years: once every two years;
- from age 50: annually.

2. Employees who frequently administer pesticides can request a medical examination for the account of the employer twice a year, so as to establish whether they can continue doing their job without detriment to their health.

3. The medical examination will be carried out by an accredited occupational health and safety service.

## CHAPTER 8 DEATH BENEFIT, PENSION, OLDER EMPLOYEES LEAVE SCHEME, AND SAZAS

### Article 48 Death benefit

The employer will pay a death benefit to the surviving dependants of a deceased employee in accordance with Article 674 of Book 7 of the DCC.

### Article 49 Pension

The employer and the employee will comply with the provisions in the by-laws and regulations of the Occupational Pension Fund for the Agricultural Sector [*Bedrijfspensioenfonds voor de Landbouw*; abbreviated to *BPL pensioen*]. See Appendix 10.

### Article 50 Option to work fewer hours (80-90-90 scheme)

The employee has the option of working fewer hours from the age of 62. The scheme is operated by the Stichting Colland Arbeidsmarkt foundation. Approval of applications is subject to the conditions set out in the regulations on working fewer hours for older employees [*Verstrekkingsreglement regeling minder werken voor oudere werknemers*]. The scheme is as follows:

1. Employees who have worked at least 26 weeks a year with one or more companies in the greenhouse horticulture sector for at least five consecutive years immediately prior to joining the scheme will be able to reduce their working hours to 80% from the age of 62. The periods over which the employer has continued to pay wages during sickness will be included.
2. Employees who are partially incapacitated for work in the sense of the Dutch Invalidity Insurance Act (WAO) or the Work and Income (Capacity for Work) Act (WIA) may join the scheme, provided that they meet the conditions set out in paragraph 1.
3. The employer and the employee will enter into a written contract on the reduction of working hours.
4. The contract will be subject to the following rights and obligations for the employer and the employee:
  - a. The employee will reduce the average working hours applicable to him up to that date to 80%.
  - b. The employee's gross weekly wage will amount to 90% of the last-earned gross weekly wage, including bonuses for shift work or week shifts (in accordance with Articles 24 and 25).
  - c. One-ninth of the gross weekly wage to which the employee is entitled on the basis of the contract referred to in paragraph 3 is deemed to relate to the non-worked working hours.
  - d. The employee will receive holiday pay over the wage actually earned.
  - e. The employee will be entitled to 9.77% leave hours, as stated in Article 39, paragraph 2. The employee will not be entitled to extra leave days, as stated in Article 39, paragraph 4a and 4b.
  - f. In relation to paragraph 4a, pension entitlement will be accrued over the wage referred to in paragraph 4b.
  - g. The employer and the employee will lay down the day or days on which the employee does not work or works fewer hours in the contract referred to in paragraph 3.
  - h. The employee will not be allowed to perform work in the greenhouse horticulture sector during the working hours released as a result of joining the scheme, either on the basis of an employment contract or in the independent exercise of his profession or business.
5. A contribution will be levied on the employer as part of the gross wage bill in order to finance this scheme. This contribution will amount to 0.25% as from 1 July 2016.
6. The employer will receive compensation from the labour market fund of the Stichting Colland Arbeidsmarkt foundation for the loss of job performance of employees who participate in the reduced-work scheme. The compensation is based on Pay Structure B, job category F with step 9. As of 1 January 2020, this compensation will be based on Pay Structure B, job category H with step 11. The compensation paid to the employer will remain unchanged if the employee, who makes use of this scheme, reduces the working hours further.

**Article 51      Sazas**

The sector offers employers the possibility of joining the mutual insurance scheme arranged via Onderlinge Waarborgmaatschappij Sazas to cover the costs incurred in connection with their employees' sick leave and incapacity for work. Sazas offers employees a supplementary invalidity insurance [*aanvullende arbeidsongeschiktheidsverzekering*] (see Appendix 6).

**Article 52 Colland Arbeidsmarkt Social Fund**

There is a Colland Arbeidsmarkt Social Fund, based on the Colland Arbeidsmarkt collective labour agreement [*cao Colland Arbeidsmarkt*], which has been agreed on with the other agricultural sectors. (See Appendix 5).

**Article 53 Trade union facilities**

In consultation with the trade unions who are party to this CAO, the employer will allow a paid trade union official access to his company.

1. Trade unions may appoint one or more trade union contact persons, who will make themselves known to the employer.
2. Trade union contact persons are entitled to a maximum of ten days unpaid leave to participate in trade union activities.
3. The employer will not disadvantage the trade union contact person because of his function or activities, in the case of promotion or in relation to his remuneration, for example. In the event of a complaint, the trade union contact person may ask the CAO parties for their opinion.
4. The employer will assist the paid trade union official and the union contact person in performing their job, by putting a conference room at their disposal, for example.
5. The employer will grant unpaid leave to trade union members who have been invited for a general trade union meeting or conference; members may also attend union-organised courses if operating conditions permit. Meetings of trade union members within the company will take place outside working hours.
6. The employer will fulfil the employee's request for a tax gross-up of his union membership fee.
7. The employers' parties to this collective labour agreement will notify their union members of the tax deductibility of membership fees. See paragraph 7.

**Article 54 Temporary agency work and hired personnel [*inleenkrachten*]**

When making use of temporary agency workers, employers, including those who do not employ people directly, are obliged to only make use of agencies with a NEN 4400-1<sup>1</sup> or NEN 4400-2<sup>2</sup> certificate issued by the Labour Standards Organisation [*Stichting Normering Arbeid*<sup>43</sup> foundation; abbreviated to SNA], and that is valid for the entire hiring period. See also Appendix 13 and [www.normeringarbeid.nl](http://www.normeringarbeid.nl) (only available in Dutch).

1. The employer will require from the temporary employment agency that the hirer's/user company's remuneration [*inlenersbeloning*], as defined in the CAO applicable to the temporary employment agency, be applied to the agency worker from the first day of any period that he works with the employer.
2. The employer should assure himself that the selected agency complies with the obligations set out in paragraph 2. The employer will do so by demanding that the payslips of agency workers can be verified, and by randomly checking them. At the Joint Committee's request, the employer will produce a list of temporary employment agencies used in any given period. Employers who make use of agencies that are not NEN 4400 certified or fail to comply with the obligations specified in paragraphs 2 and 3 of this article will be jointly and severally liable for compliance with the agency worker's employment conditions throughout the period of hiring.

**Article 55 Unworkable weather conditions**

1. Unworkable weather conditions are involved:
  - in the event of exceptional natural circumstances, and
  - the employee is unable to carry out his usual job.

<sup>1</sup> NEN 4400-1 is a national standard that sets requirements for temporary work businesses and contractors of work - including subcontractors, that have their registered office in the Netherlands - with respect to the payment of taxes and social insurance contributions and the legitimacy of employment in the Netherlands.

<sup>2</sup> NEN 4400-2 has been developed for companies that have their registered office outside the Netherlands.

<sup>3</sup> The Dutch Stichting Normering Arbeid is an organisation that sets labour standards in order to prevent fraud and illegal employment practices in the employment agency sector and in any form of contracting and subcontracting of work.



In consultation with the employees involved, the supervisor/employer will assess:

- whether it involves unworkable weather conditions, and
- when and for how long work may need to be stopped as a result of this.

2. If, as a result of unworkable weather conditions, an employee is unable to carry out his job, irrespective of how long the situation lasts, the following provisions apply:
  - a. the employer continues to pay the actual wage;
  - b. the employee carries out, where possible, other work within the company;
  - c. with regard to the annual hours standard: the hours for which the employee is usually rostered count for reaching the annual hours standard.
3. In deviation from paragraph 2, sub a. and of Article 628, paragraph 1 of Book 7 of the DCC, the employer is not obliged to continue payment of the actual wage if no work can be carried out due to:
  - a. frost, black ice, and snow, as referred to in paragraph 4, sub a.;
  - b. excessive rainfall, as referred to in paragraph 4, sub b.;
  - c. high water, hail, or other exceptional natural circumstances, as referred to in paragraph 4, sub c.;

**and:**

  - d. the following qualifying days [*wachtdagen*] have expired in the event of:
    - frost, black ice, and snow: two working days during the period from 1 November to 31 March;
    - excessive rainfall: 19 working days per calendar year;
    - other exceptional natural circumstances: two working days per calendar year.
4. a. Frost, black ice, and snow during the period from 1 November to 31 March;  
The term frost refers to one or more of the following frost criteria:
  - the temperature measured from 00.00 a.m. to 7 a.m. has been lower than -3°C;
  - the temperature measured at 7 a.m. and at 9 a.m. is lower than -5°C;
  - a temperature measured at 9 a.m. is -1.5°C or lower;
  - at 10 a.m. there is still ground frost;
  - according to the measurement at 9 a.m., the wind-chill temperature is -6°C or lower at 9.30 a.m., which does not necessarily involve frost;Black ice refers to the affected postcode area of the work object where the employee works or would be working. This is determined in line with measurements taken by the KNMI meteorological station.  
Snowfall means that the snow, irrespective of the amount, settles for at least 24 hours.
  - b. Excessive rainfall involves rain that lasts for at least 300 minutes within the postcode area where the employee carries out his job on a working day between 7 a.m. and 7 p.m. This is determined in line with measurements taken by the KNMI meteorological station.
  - c. Other exceptional natural circumstances:
    - storm: force 8 or higher on the Beaufort scale;
    - heat: 35°C or higher, or a day temperature of 27°C or higher for five consecutive days;  
Or:  
Three consecutive days: a night temperature of >18°C and a day temperature of >30°C;  
Or:  
Three consecutive days: a night temperature of >20°C and a day temperature of >32°C;
    - water nuisance due to flooding of rivers, ditches, etc., but also frequent rainfall and/or heavy downpour, which makes the work object inaccessible;
    - the impact of wind, rain, snow, or hail makes working impossible or unsafe.
  - d. If no KNMI figures are available to substantiate unworkable weather conditions, the employer will collate documentation/photos in order to demonstrate at a later moment, if needed, why no work could be carried out.
5. If, pursuant to paragraph 3, the employer is not obliged to continue payment of the actual wage, the employer may, on behalf of the employee, apply for Unemployment Benefits [*WW-uitkering*] with the UWV. This is done within the framework of the 'Unworkable weather scheme' [*Regeling onwerkbaar weer*], and subject to the following criteria:
  - a. on a day reported to the UWV: the employer is not allowed to let the employee carry out work/alternative work, or allow him to engage in one-third of the regular work activities;
  - b. the employer supplements the employee's Unemployment Benefits to 100% of the actual wage.

6. Paragraph 2 is in place if the employer fails to apply for Unemployment Benefits or the application is rejected by the UWV. In this case, the employer continues to pay the actual wage.
7.
  - a. The employer will report to the UWV – in line with the implementation rules – each day that an employee is unable to work owing to weather conditions as referred to in paragraph 4 of this article, by making use of the form made available by the UWV. For this purpose, per employee, he will state the number of working hours no work could be carried out as well as the work location involved. Moreover, he will also state the employee's position and the reason that no work could be carried out.
  - b. The employee must be notified before 10 a.m. that he does not need to come to work because of weather conditions. The employer will also notify the employee if he is sent home due to weather conditions.

### **Article 56 Supplement relating to a reduction in working hours**

Employers who make use of the Special Regulations for Reduction in Working Hours [*Bijzondere Regeling Werkijdverkorting*; abbreviated to WTV] will supplement the employee's unemployment benefit up to the net wage without reduced working hours.

### **Artikel 57 Housing**

If the employer provides housing to workers who temporarily reside in the Netherlands and are in his employment, all facilities of the accommodation, such as sanitary and cooking facilities, heating, and fire safety of this location should at least meet all the following requirements (CAO and certification).

1. The employer offers housing at the actual cost, for which a maximum applies of 20% of the current statutory minimum wage/youth wage on the basis of a 38-hour working week. The costs charged include rent, water, and energy costs.
2. In order to be able to deduct housing costs from the statutory minimum wage [*Wettelijk Minimumloon*], the requirements of the Dutch Labour Market Fraud (Bogus Schemes) Act [*Wet Aanpak Schijnconstructies*; abbreviated to WAS], published in the Dutch Bulletin of Acts and Decrees [*Staatsblad*] no. 419 of 2016, and the corresponding Order in Council [*Algemene Maatregel van Bestuur*, abbreviated to AMvB] must be met. The employee is required to authorise the employer in writing to deduct the housing costs from his wage (<https://werkgeverslijn.nl/algemene-personeelsinstrumenten/> for the model 'power of attorney' form). This means that the accommodation must be certified by an accredited certification body on the basis of standards supported by employers and employees. For this purpose, the agricultural sector has the following two options:
  - a. The company that withholds the housing costs is or will be certified for the agricultural quality label for flexible housing [*Agrarisch Keurmerk Flexwonen*], for which purpose the company has contracted a certification body specialised in this field. Furthermore, the company will have a signed statement of compliance with the CAO [*eigenverklaring naleving cao*], an example of which is included in Appendix 15.
  - b. The company that withholds housing costs is certified by Stichting Normering Flexwonen (SNF), the foundation for flexible housing standards.

1	<b>Space and privacy</b>	<b>Standard based on</b>
	The participant's administration includes an up-to-date list of all housing locations including the maximum number of residents per location, which must be readily available for inspection by the auditor and be kept on file for at least	CAO and certification
1.2	Permitted types of housing include: <ul style="list-style-type: none"> <li>f. other types of housing (category 'other') are possible, with the mini campsite as a benchmark, provided that these are directly connected to the nature of the job, and occupied only in the period from 1 April to 1 November. Furthermore, this category of housing options needs to be connected with work carried out for a limited period of time. In such a situation, employees must be informed in advance about the housing concerned. <ul style="list-style-type: none"> <li>• Touring caravans with no more than two persons per caravan.</li> <li>• Mobile homes with no more than two persons per bedroom, whereby the design and layout of it may not have been altered.</li> <li>• Portable housing (portacabin) with no more than two persons per bedroom.</li> </ul> </li> </ul>	CAO and certification
1.3	Occupants have at least 10 m <sup>2</sup> enclosed living space per person; 12 m <sup>2</sup> is the minimum for a regular house.	CAO
1.4	During inspections, if the accommodation is occupied at that moment, it will be checked whether the actual occupancy is in line with the administrative records.	CAO
1.5	The occupants are employed by the company itself and not by a temporary employment agency or a payroll company. Workers employed by a temporary employment agency or a payroll company come under the SNF scheme.	CAO and certification
1.6	The housing locations should be adequately maintained.	CAO and certification
1.7	The following applies to the category 'other': <ul style="list-style-type: none"> <li>• The accommodation units have connections for the supply of electricity and water.</li> <li>• The housing locations are situated at least five metres apart and at least five metres from other buildings.</li> <li>• There is a heated company canteen to eat and relax, or an equivalent space. State of maintenance to be assessed by the auditor; this includes waterproofness, levelling, and state of the insulation.</li> </ul>	CAO and certification
2	<b>Sanitary appliances, safety and hygiene</b>	<b>Standard based on</b>
2.1	There is at least one toilet per eight people. Any extra toilets must comply with the standards for general and fire safety and hygiene.	CAO and certification
2.2	There is at least one shower per eight people. Any extra showers must comply with the standards for general and fire safety and hygiene.	CAO and certification
2.3	Safety and hygiene: <ul style="list-style-type: none"> <li>• No visible overloading of the electricity net (double plugs, hot plates, extension cables, etc.)</li> <li>• Wet areas should be well ventilated.</li> <li>• No mildew on walls and partitions.</li> <li>• In wet areas, water should not be able to enter electric light fittings.</li> <li>• Situations that may cause danger or injury must be prevented.</li> </ul>	CAO and certification

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2.4	Central heating systems, gas heaters and boilers should be demonstrably checked every two years. The appliances must be serviced by a company or person certified by OK-CV.	CAO
<b>3</b>	<b>Facilities</b>	<b>Standard based on</b>
3.1	Refrigerators: 30 litres of refrigeration/freezer space per person. Any extra litres must comply with the standards for general and fire safety and hygiene.	<u>CAO</u>
3.2	Hotplates/hobs: at least four burners. With more than eight persons: one burner per two persons; with more than 30 persons: at least 16 burners.	<u>CAO</u>
<b>4</b>	<b>Information provision and other requirements</b>	<b>Standard based on</b>
4.1	An information card, in the occupants' national language, should be present in the accommodation and include at least the contact details of: <ul style="list-style-type: none"> <li>• the building's caretaker/landlord</li> <li>• regional police</li> <li>• fire brigade</li> <li>• emergency telephone number 112 (life-threatening situations)</li> <li>• house and living rules in the occupants' national languages</li> <li>• <u>an evacuation plan and emergency procedure</u></li> </ul>	CAO and certification
4.2	With due observance of the rules of privacy and decency, the auditor should be able to enter each room to be able to adequately assess the entire housing location.	CAO and certification
<b>5</b>	<b>Fire safety</b>	<b>Standard based on</b>
5.1	Fire extinguisher: <ul style="list-style-type: none"> <li>• must be approved, and approval and shelf life must be verifiable; to be inspected every two years</li> <li>• there should be at least six litres of extinguishing agent</li> <li>• clear instructions displayed on the fire extinguisher</li> <li>• a fire extinguisher of at least two kilograms should be situated within five metres of the cooking area. Checks are to be carried out by an REOB-certified company/person; see <a href="https://www.kiwa.nl/">https://www.kiwa.nl/</a></li> </ul>	CAO and certification
5.2	Fire blanket (in each cooking area)	CAO
5.3	Functioning smoke and CO alarms must have been installed in prescribed places. At least one functioning (testable) smoke alarm per floor, fitted at the highest point on the ceiling at least 50 cm from the wall; if the ceiling is slanted, 90 cm from the highest point.	CAO and certification
<b>6</b>	<b>Municipal requirements</b>	<b>Standard based on</b>
6.1	If the municipality has issued a permit for the housing, the accommodation must meet at least the requirements stated in this permit.	CAO and certification
<b>7</b>	<b>Good employment practices</b>	<b>Standard based on</b>

7.1	The employer declares to behave like a good employer, and to implement the Greenhouse Horticulture CAO in full, and confirms this by signing a statement of compliance (see Appendix 15). A copy of this statement should be kept and filed by the certification body. A template for the personal statement can be obtained from the agriculture and horticulture employers' helpdesk [ <i>Werkgeverslijn land- en tuinbouw</i> ].	certification
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## CHAPTER 10 FINAL PROVISIONS

### Article 58 Joint Committee for the Greenhouse Horticulture Sector

1. A Joint Committee for the Greenhouse Horticulture Sector (further referred to as Committee) has been established by the parties to this collective labour agreement.
2. The Committee is authorised to:
  - a. handle requests to apply the *Structureel werken op zondag regeling* referred to in Article 23;
  - b. ask the employer for a list of temporary employment agencies he has used in any given period, pursuant to Article 54;
  - c. handle appeals lodged by employee participation bodies, employers' organisations or trade unions against the classification of a company that is party to this CAO, pursuant to Article 59;
  - d. at the request of the employer and/or the employee, provide advice on the interpretation and implementation of provisions in this CAO, pursuant to Article 59;
  - e. mediate in the event of disputes about the interpretation and implementation of provisions in this CAO, pursuant to Article 60;
  - f. at the request of an employer or a group of employers, grant exemption from implementing one or more provisions of this CAO, pursuant to Article 59.
3. The procedures of the Joint Committee have been laid down in the regulations that are incorporated into Appendix 9.

### Article 59 Appeal against CAO classification, and exemption from CAO provisions

The employee participation body or, if there is no such body, the majority of the employers' organisations and trade unions who are party to this CAO may lodge an appeal with the Joint Committee referred to in Article 58 against the classification of an undertaking in this CAO. An appeal will be possible each time that the employer classifies an undertaking in this CAO.

1. At the employer's request, the Joint Committee for the Greenhouse Horticulture Sector may grant exemption from one or more provisions in this collective agreement. The Joint Committee will grant exemption if compelling arguments are put forward on the basis of which implementation of these provisions cannot reasonably be expected from the applicant. Compelling arguments may exist if specific business characteristics differ essentially from the undertakings that come under the CAO. Exemption will be granted for no longer than the period for which this CAO is applicable. If a new CAO comes into force, the applicant will need to submit a new request for exemption.

### Article 60 Explanation of and disputes concerning CAO provisions

At the request of the employer and/or the employee, the Joint Committee will provide advice about the interpretation of CAO provisions, and will give a ruling in disputes on this subject.

1. The handling of a dispute by the Committee does not preclude an appeal to the ordinary courts of law.

### Article 61 Confidential counsellor for unequal treatment

There is a confidential counsellor on whom employees can call in the event of complaints about discrimination, sexual intimidation, and other forms of unequal treatment. The confidential counsellor can be contacted at Result Mediation in Weesp (telephone number +31 20 205 0239).

### Article 62 Efforts of the CAO parties

In their contacts with employers and employees, the parties to this CAO will encourage submission of disputes relating to the interpretation and implementation of this CAO to the Joint Committee. The CAO parties will adopt a reserved attitude towards the press or other parties where disputes between employers and employees are concerned. This applies in particular for as long as the employer and the employee/employees involved can still call upon the Committee for assistance in resolving the dispute.

**Article 63 Interim changes**

If, during the term of this CAO, extraordinary circumstances arise which, in the opinion of one or more parties to the CAO, should lead to interim changes to this agreement, each party will be authorised to call upon the other parties to start consultations. The parties undertake to meet such a request.

- a. The parties reserve the right to force this CAO open for compelling reasons, particularly reasons that involve the implementation and impact of new legislation in the field of social security and court rulings on that subject.

**Article 64 Provisions in violation of this CAO**

Provisions in the employee's employment contract that adversely deviate from this CAO will be null and void.

**Article 65 Duration and termination of the CAO**

This CAO is valid from 1 January 2020 to 31 December 2022 and will cease by operation of law without any form of notice of termination after expiry of the agreed term.

## **Appendix 1            Employee participation body, as referred to in article 3, paragraph 10**

With regard to employee participation, under the Dutch Works Councils Act [*Wet op de ondernemingsraden*], companies which employ at least 50 persons are obliged to set up a works council (Article 2 - 4 WOR).

With regard to employee participation in smaller companies, the law distinguishes the following employee participation bodies:

Art. 35c, paragraph 1:

'In the case of an enterprise in which there are normally at least 10 and fewer than 50 persons working and for which no Works Council has been established, the entrepreneur may set up an employee representative body [*personeelsvertegenwoordiging*] consisting of at least three members who are elected directly by secret written ballot by and from among the persons working in the said enterprise.'

Art. 35d, paragraph 1:

'In the case of an enterprise in which there are normally fewer than 10 persons working and for which no Works Council has been established, the entrepreneur may set up an employee representative body as mentioned in Article 35c, paragraph (1).'

Both groups therefore fall under the definition of 'employee representative body'.



## Bonuses under the annual hours scheme

I	<b>Hours in excess of the annual hours scheme (Article 19): balance of plus hours, being overtime hours, unless the bonuses of sub II or sub III apply***</b>				
	Balance of plus hours, being overtime hours at the settlement moment *				35%
II	<b>Hours in excess of the daily and the weekly standard, being overtime hours***</b>				
	> 10 hours a day				50%
	> 48 hours a week				50%
III	<b>Bonus for irregular hours****</b>				
	<b>a. Monday to Friday **</b>				
	00.00	to	06.00**	Night/early morning	50%
	06.00	to	20.00	Day	0%
	20.00	to	24.00	early evening/night	50%
	<b>b. Saturday **</b>				
	00.00	to	06.00**	Night/early morning	50%
	06.00	to	15.00	Day	0%
	15.00	to	24.00	Afternoon/early evening/night	50%
	<b>c. Sunday*****</b>				
	00.00	to	24.00	24-hour period	100%
	<b>d. Sunday Structural work on Sundays implemented pursuant to Article 23</b>				
	00.00	to	06.00	Night/early morning	100%
	06.00	to	15.00	Max. of 5 hours	0%
	06.00	to	15.00	Hours in excess of 5 hours	100%
15.00	to	24.00	Afternoon/evening/night	100%	

Bonuses are not added together; the highest one applies.

\* Unless a weekly settlement moment is opted for pursuant to Article 21, paragraph 3, sub c.

\*\*Unless this is deviated from with a maximum of 13 weeks in line with Article 32, paragraph 1

\*\*\* No holiday pay is accrued over the bonuses and wage stated under subs I and II.

\*\*\*\* Holiday pay is accrued over the wage stated under sub III but not over the bonuses.

\*\*\*\*\* A bonus of 100% applies to working on Sundays, unless the *Structureel werken op zondag regeling* pursuant to Article 23 of Chapter 3 or shift work pursuant to Articles 24 and 25 of Chapter 3 apply.

### Bonuses under the regular duty roster

<b>I</b>	<b>Hours in excess of the weekly hours agreed (a minimum of 38 hours) (Article 32), unless the bonuses of sub II or sub III apply**</b>				35%
<b>II</b>	<b>Hours in excess of the daily and weekly standard**:</b>				
	> 10 hours a day				50%
	> 48 hours a week				50%
<b>III</b>	<b>Bonus for irregular hours***</b>				
	<b>a. Monday to Friday*</b>				
	00.00	to	06.00*	Night/early morning	50%
	06.00	to	20.00	Day	0%
	20.00	to	24.00	Early evening/night	50%
	<b>b. Saturday*</b>				
	00.00	to	06.00*	Night/early morning	50%
	06.00	to	15.00	Day	0%
	15.00	to	24.00	Afternoon/early evening/night	50%
	<b>c. Sunday****</b>				
	00.00	to	24.00	24-hour period	100%
	<b>d. Sunday Structural work on Sundays implemented pursuant to Article 23</b>				
	00.00	to	06.00	Night/early morning	100%
	06.00	to	15.00	Max. of 5 hours	0%
	06.00	to	15.00	Hours in excess of 5 hours	100%
	15.00	to	24.00	Afternoon/evening/night	100%

Bonuses are not added together; the highest one applies.

\*Unless this is deviated from with a maximum of 13 weeks pursuant to Article 32, paragraph 1

\*\* No holiday pay is accrued over the bonuses and wage stated under subs I and II.

\*\*\* Holiday pay is accrued over the wage stated under sub III but not over the bonuses.

\*\*\*\*A bonus of 100% applies to working on Sundays, unless the *Structureel werken op zondag regeling* pursuant to Article 23 of Chapter 3 or shift work pursuant to Articles 24 and 25 of Chapter 3 are in place.

### Table of bonuses for irregular hours

Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday**
00.00							
to							
05.00	50%*	50%*	50%*	50%*	50%*	50%*	
06.00							
							100%**
to	0%						
		0%	0%	0%	0%	0%	
15.00							
16.00						50%	
to							
20.00							
21.00	50%	50%	50%	50%	50%	50%	
to							
23.00							

The textual explanation of Article 32 determines the explanation of bonuses for irregular hours.

The blue hours are bonus hours rated at 50%

The green hours are bonus-free hours.

\* A bonus of 50% applies, unless the employer shifts working hours pursuant to Article 15, paragraph 2.

\*\*A bonus of 100% applies to working on Sundays, unless the *Structureel werken op zondag regeling* pursuant to Article 23 of Chapter 3 or shift work pursuant to Articles 24 and 25 of Chapter 3 are in place.

## Appendix 2

## Job descriptions, as referred to in Article 33

Discipline Groups	10 Production	20 Logistics	30 Quality	40 Technology	50 Commerce	60 Administration & ICT	70 Staff and facility
<b>B</b> 21-35	Greenhouse horticulture worker II 00.1.2 (Vegetable cultivation ) 00.2.2 (Potted plants) 00.3.2 (Floriculture) 00.4.2 (Breeding)						01. Domestic services assistant
<b>C</b> 36-50	Greenhouse horticulture worker I 00.1.1 (Vegetable cultivation ) 00.2.1 (Potted plants) 00.3.1 (Floriculture) 00.4.1 (Breeding company)	01. Order picker					02. Canteen worker
<b>D</b> 51-65	03. Cultivation worker II 07. Operator/ Machine operator I	2. Forklift driver 3. Logistics worker					
<b>E</b> 66-85	04. Cultivation worker I	04. Driver Netherlands	01. Laboratory staff / lab			01. Administrative assistant	03. Telephonist/ Receptionist
<b>F</b> 86-105	05. Independent Cultivation worker			02. General technical assistant II		02. Accounting assistant	
<b>G</b> 106-125	08. Working foreman cultivation 11. Crop protection specialist			01. Service technician 03. General technical assistant I	01. Office sales assistant		
<b>H</b> 126-145	9. Cultivation Supervisor 10. Cultivation specialist	05. Head logistics				03. Bookkeeper/ administrator	

The addresses of the CAO parties can be found in Appendix 14.

Centrale Beroepscommissie functiewaardering  
c/o Actor  
Stationsweg 1  
3445 AA Woerden  
The Netherlands  
+31 88 329 2030

## **Appendix 3            Regulations governing Objection and Appeal Procedures relating to Job Classifications, as referred to in Article 33, paragraph 1, subparagraph g**

### GENERAL

#### **Article 1        Lodging an objection and appeal**

1. Employees who feel that their position is not or, due to a change of job, is no longer described or classified correctly by the employer have the right to lodge an objection and to appeal against the employer's classification decision.
2. The objection and appeal procedure comprises the following two stages:
  - a. Objection stage
  - b. Appeal stage.

### OBJECTION STAGE

#### **Article 2            Internal objection procedure**

1. The employee should first try to find a solution in amicable consultation with the employer.
2. The employee must lodge a written notice of objection with the employer within 30 days after announcement of the classification decision.
3. Within 30 days of receipt of the notice of objection, the employer will inform the employee in writing whether the original classification will be upheld or changed.
4. If the employer fails to respond to the notice of objection within the period of 30 days, the employee may regard this as a rejection.
5. The employee may lodge an appeal against the employer's decision with the Central Job Classification Appeals Committee for the Greenhouse Horticulture Sector [*Centrale Beroepscommissie Functieindeling Glastuinbouw*].
6. The employee may also lodge an objection if no current classification decision has been received after having submitted a request to this effect.

### APPEAL STAGE

#### **Article 3            Task, composition, and procedures of the Central Appeals Committee**

1. The Central Job Classification Appeals Committee for the Greenhouse Horticulture Sector (further referred to as the Appeals Committee) is responsible for giving binding recommendations in the event of disputes relating to an employee's job classification.
2. The Appeals Committee comprises three to five members. The employers' organisations involved in the Greenhouse Horticulture CAO will appoint one or two members. The trade unions involved in the CAO also appoint one or two members, provided that the numbers of employers' members and employees' members are equal. The Appeals Committee will be chaired by an independent chair.
3. The employers' and employees' members and the chair each have one vote. The Committee members will make their judgements independently, not bound by any instructions, and in fairness and reasonableness.
4. A Committee member who is/has been directly involved in a matter under discussion will refrain from the handling and decision-making procedure of the case.
5. The Appeals Committee will be assisted by a secretary/an official secretary [*ambtelijk secretaris*].
6. The Appeals Committee can call upon the advice of external job rating experts.
7. The secretary and the external job rating experts are not members of the Appeals Committee and have no voting rights.
8. The members of the Appeals Committee as well as the secretary and the external job rating experts are obliged to exercise discretion in relation to all information acquired as a result of their membership or their tasks and duties, respectively.

#### **Article 4            Lodging an appeal**

1. The employee can only lodge an appeal with the Appeals Committee once the internal objection procedure has been completed. If the employer fails to inform the employee of his decision within the

period of 30 days referred to in Article 2, paragraph 3, the internal objection procedure will be deemed to have been concluded on the final day of the 30-day period.

2. No costs will be incurred by the employee in lodging an appeal with the Appeals Committee.
3. The employee must submit a written notice of appeal to the secretary (by email to: [paritaire.commissie@actor.nl](mailto:paritaire.commissie@actor.nl) or by regular post to: Centrale Beroepscommissie Functie-indeling Glastuinbouw, Stationsweg 1 3445 AA Woerden, The Netherlands) within three weeks of the conclusion of the internal objection procedure.
4. The notice of appeal must include:
  - the employee's written motivation as to why he appeals against the job classification;
  - a copy of the job description and/or a completed ORBA® questionnaire, signed for approval by both the employer and the employee;
  - a copy of the employers' classification decision and/or the classification form;
  - a copy of the employers' written notification submitted during the objection stage or - if the employer failed to do so -
  - a copy of the written notice of objection (in line with Article 2, paragraph 2) which the employee submitted to the employer.

#### **Article 5 Admissibility**

1. The Appeals Committee will assess whether the appeal is admissible. If necessary, the employee will be given the opportunity to submit additional information within ten working days.
2. The Appeals Committee will inform the employee in writing, motivating whether or not the appeal is considered admissible, within 15 working days.

#### **Article 6 Options in the event of inadmissibility**

1. If the Appeals Committee considers the notice of appeal to be inadmissible:
  - a. employees who are members of a trade union involved in the CAO may contact the trade union official concerned. The trade union official will submit the appeal to the job rating experts of both the trade union and the general employers' association AWWN. The job rating experts' decisions, provided these are unanimous, will be considered to be binding.
  - b. employees who are not members of the trade union involved in the CAO may contact Actor Bureau voor sectoradvies. Actor will submit the appeal to the AWWN's job rating expert. The job rating expert's decision will be considered to be binding.

#### **Article 7 Investigation method**

1. Within ten days of the decision on admissibility, the Appeals Committee will send a copy of the notice of appeal to the employer, giving him the opportunity to submit a statement of defence within 15 working days. The Appeals Committee will send the employee a copy of the statement received, for information purposes.
2. The Appeals Committee will establish an ad hoc advisory panel made up of job rating experts of one of the trade unions involved in the CAO and of the AWWN. If the employee involved is a member of one of the trade unions involved in the Greenhouse Horticulture CAO, the job rating expert of the other organisation will be the expert asked to join the ad hoc advisory panel.
3. The advisory panel has the task of providing a unanimous job evaluation-specific advice on the job classification. In performing its tasks, the advisory panel:
  - will receive both the notice of appeal and the statement of defence;
  - may ask the employee and the employer for a further explanation, and may conduct an additional investigation (in the workplace). This will always and only be done in the presence of both the employee and the employer.
4. The advisory panel aims to conclude its activities within two months after submission of the notice of appeal by the employee.
5. The advisory panel will send its recommendations to the Appeals Committee. The secretary will send the recommendations to the employee and the employer, for information purposes.

#### **Article 8 Decision**

1. The Appeals Committee will issue its decision within one month of receiving the advisory panel's recommendations; the decision will be sent to the employee and the employer involved within one week.
2. The decision will be binding on both the employee and the employer involved. The possibility of a review by the civil court will remain open.

## FINAL PROVISIONS

### **Article 9**

The employee and the employer have the right to seek assistance or to be represented during this procedure. Any costs ensuing from this do not qualify for reimbursement.

### **Article 10**

The periods stated in these Regulations may be extended by the Appeals Committee. The Appeals Committee will always motivate its decision for extension, and inform the employee and the employer involved.

## Appendix 4                      Wages plus explanation, referred to in Articles 34 and 35

- 1    **Explanation of the calculation of wages in the Greenhouse Horticulture CAO.**
- 2    **Pay Structure B.** On commencement of employment after 1 July 2005. See article 34, paragraph 2, subparagraph a.
- 3    **Pay structure A,** previous pay structure. See article 34, paragraph 2, subparagraph b. Pay structure A will expire on 1 July 2022. See article 34, paragraph 3.
- 4    **Statutory Minimum Wage (SMW).**

### 1.            **Explanation of the calculation of wages in the Greenhouse Horticulture CAO.**

a. The following formula is used for calculating a monthly wage:

$$\frac{\text{hourly wage} \times \text{number of hours a week} \times 52.2}{12}$$

B. Pay increases are calculated over the amounts for employees aged 21 to the AOW retirement age.

c. Hourly wages:        rounded to two decimal places.

d. Youth wages:        derived from the hourly wages specified in step 1, rounded to two decimal places.

e. Wages B2 scale (Pay Structure A): the starting wages in B2 begin with step 3.

f. CAO youth wage percentages:

- 15 years:    40%
- 16 years:    50%
- 17 years:    60%
- 18 years:    70%
- 19 years:    80%
- 20 years:    90%

### 2.            **Pay structure B**

Tables B1 to B3 refer to pay structure B. These apply to commencement of employment after 1 July 2005. See article 34, paragraph 2, subparagraph a



**B1 Wage table relating to pay structure B as from 1 July 2019**

In the calculation, an initial 3.35% increase has been added to the wage tables from 1 January 2018.

**Hourly wages**

ORBA points	21-35	36-50	51-65	66-85	86-105	106-125	126-145
Step/scale	B	C	D	E	F	G	H
15 years	SMW 21 years * 0.40	€ 4.44	€ 4.51	€ 4.70	€ 4.94	€ 5.23	€ 5.70
16 years	SMW 21 years * 0.50	€ 5.55	€ 5.64	€ 5.88	€ 6.17	€ 6.54	€ 7.13
17 years	SMW 21 years * 0.60	€ 6.66	€ 6.77	€ 7.05	€ 7.40	€ 7.84	€ 8.56
18 years	SMW 21 years * 0.70	€ 7.77	€ 7.90	€ 8.23	€ 8.64	€ 9.15	€ 9.98
19 years	SMW 21 years * 0.80	€ 8.88	€ 9.02	€ 9.40	€ 9.87	€ 10.46	€ 11.41
20 years	SMW 21 years * 0.90	€ 9.99	€ 10.15	€ 10.58	€ 11.11	€ 11.76	€ 12.83
21 years up to AOW							
1	WML 21 years (*)	€ 11.10	€ 11.28	€ 11.75	€ 12.34	€ 13.07	€ 14.26
2	€ 10.19	€ 11.55	€ 11.75	€ 12.21	€ 12.83	€ 13.60	€ 14.83
3	€ 10.45	€ 11.99	€ 12.21	€ 12.69	€ 13.34	€ 14.15	€ 15.42
4	€ 10.74	€ 12.48	€ 12.69	€ 13.21	€ 13.87	€ 14.70	€ 16.06
5	€ 11.08	€ 12.99	€ 13.21	€ 13.74	€ 14.47	€ 15.30	€ 16.69
6	€ 11.60	€ 13.51	€ 13.74	€ 14.28	€ 15.01	€ 15.88	€ 17.35
7	€ 12.20	€ 14.05	€ 14.54	€ 14.85	€ 15.62	€ 16.54	€ 18.04
8				€ 15.45	€ 16.24	€ 17.19	€ 18.78
9					€ 16.88	€ 17.89	€ 19.55
10						€ 18.60	€ 20.32
11							€ 21.11

## B2 Wage table relating to pay structure B as from 1 January 2022

In the calculation, an initial 3% increase has been added to the wage tables from 1 January 2019.

### Hourly wages

ORBA points	21-35	36-50	51-65	66-85	86-105	106-125	126-145
Step/scale	B	C	D	E	F	G	H
15 years	SMW 21 years * 0.40	€ 4.57	€ 4.65	€ 4.84	€ 5.08	€ 5.38	€ 5.88
16 years	SMW 21 years * 0.50	€ 5.72	€ 5.81	€ 6.05	€ 6.36	€ 6.73	€ 7.35
17 years	SMW 21 years * 0.60	€ 6.86	€ 6.97	€ 7.26	€ 7.63	€ 8.08	€ 8.81
18 years	SMW 21 years * 0.70	€ 8.00	€ 8.13	€ 8.47	€ 8.90	€ 9.42	€ 10.28
19 years	SMW 21 years * 0.80	€ 9.14	€ 9.30	€ 9.68	€ 10.17	€ 10.77	€ 11.75
20 years	SMW 21 years * 0.90	€ 10.29	€ 10.46	€ 10.89	€ 11.44	€ 12.11	€ 13.22
21 to 64 years							
1	SMW 21 years	€ 11.43	€ 11.62	€ 12.10	€ 12.71	€ 13.46	€ 14.69
2	€ 10.50	€ 11.90	€ 12.10	€ 12.58	€ 13.21	€ 14.01	€ 15.27
3	€ 10.76	€ 12.35	€ 12.58	€ 13.07	€ 13.74	€ 14.57	€ 15.88
4	€ 11.06	€ 12.85	€ 13.07	€ 13.61	€ 14.29	€ 15.14	€ 16.54
5	€ 11.41	€ 13.38	€ 13.61	€ 14.15	€ 14.90	€ 15.76	€ 17.19
6	€ 11.95	€ 13.92	€ 14.15	€ 14.71	€ 15.46	€ 16.36	€ 17.87
7	€ 12.57	€ 14.47	€ 14.98	€ 15.30	€ 16.09	€ 17.04	€ 18.58
8				€ 15.91	€ 16.73	€ 17.71	€ 19.34
9					€ 17.39	€ 18.43	€ 20.14
10						€ 19.16	€ 20.93
11							€ 21.74

**B3**  
**October 2022**

**Wage table relating to pay structure B as from 1**

In the calculation, an initial 2.5% increase has been added to the wage tables from 1 January 2022.

ORBA points	21-35	36-50	51-65	66-85	86-105	106-125	126-145
Step/scale	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
15 years	SMW 21 years * 0.40	€ 4.69	€ 4.76	€ 4.96	€ 5.21	€ 5.52	€ 6.02
16 years	SMW 21 years * 0.50	€ 5.86	€ 5.96	€ 6.20	€ 6.52	€ 6.90	€ 7.53
17 years	SMW 21 years * 0.60	€ 7.03	€ 7.15	€ 7.44	€ 7.82	€ 8.28	€ 9.04
18 years	SMW 21 years * 0.70	€ 8.20	€ 8.34	€ 8.68	€ 9.12	€ 9.66	€ 10.54
19 years	SMW 21 years * 0.80	€ 9.38	€ 9.53	€ 9.92	€ 10.42	€ 11.04	€ 12.05
20 years	SMW 21 years * 0.90	€ 10.55	€ 10.72	€ 11.16	€ 11.73	€ 12.42	€ 13.55
21 to 64 years							
1	WML 21 years	€ 11.72	€ 11.91	€ 12.40	€ 13.03	€ 13.80	€ 15.06
2	€ 10.76	€ 12.20	€ 12.40	€ 12.89	€ 13.54	€ 14.36	€ 15.65
3	€ 11.03	€ 12.66	€ 12.89	€ 13.40	€ 14.08	€ 14.93	€ 16.28
4	€ 11.34	€ 13.17	€ 13.40	€ 13.95	€ 14.65	€ 15.52	€ 16.95
5	€ 11.70	€ 13.71	€ 13.95	€ 14.50	€ 15.27	€ 16.15	€ 17.62
6	€ 12.25	€ 14.27	€ 14.50	€ 15.08	€ 15.85	€ 16.77	€ 18.32
7	€ 12.88	€ 14.83	€ 15.35	€ 15.68	€ 16.49	€ 17.47	€ 19.04
8				€ 16.31	€ 17.15	€ 18.15	€ 19.82
9					€ 17.82	€ 18.89	€ 20.64
10						€ 19.64	€ 21.45
11							€ 22.28

### 3. Pay structure A

Tables A1 to A2 refer to pay structure A. These tables apply to employees whose employment commenced before 1 July 2005. See Article 34, paragraph 2b. Pay structure B, tables B1 to B3 apply to all other employees.

#### A1 Wage table relating to pay structure A as from 1 July 2019

In the calculation, an initial 3.35% increase has been added to the wage tables from 1 July 2019.

#### Hourly wages

Age	Group B-1	Group B-2	Group C	Group D	Group E	Group F	Group G	Group H
21 years up to AOW retirement age								
1st job grade year	€ 10.32		€ 12.76	€ 13.59	€ 14.28	€ 14.98	€ 15.59	€ 16.17
2nd job grade year	€ 10.68		€ 13.00	€ 13.79	€ 14.50	€ 15.15	€ 15.78	€ 16.37
3rd job grade year	€ 10.98	€ 10.98	€ 13.19	€ 13.97	€ 14.69	€ 15.37	€ 16.01	€ 16.58
4th job grade year	€ 11.29	€ 11.29	€ 13.37	€ 14.19	€ 14.89	€ 15.59	€ 16.17	€ 16.78
5th job grade year	€ 11.66	€ 11.66	€ 13.59	€ 14.37	€ 15.07	€ 15.78	€ 16.37	€ 16.97
6th job grade year	€ 11.95	€ 11.95	€ 13.79	€ 14.58	€ 15.29	€ 16.01	€ 16.58	€ 17.18
7th job grade year	€ 12.27	€ 12.27	€ 13.97	€ 14.79	€ 15.48	€ 16.17	€ 16.78	€ 17.37
8th job grade year	€ 12.62	€ 12.62	€ 14.19	€ 14.98	€ 15.68	€ 16.37	€ 16.97	€ 17.58
9th job grade year		€ 12.92						
10th job grade year		€ 13.24						

## A2 Wage table relating to pay structure A as from 1 January 2022

In the calculation, an initial 3% increase has been added to the wage tables from 1 July 2019.

Age	Group B-1	Group B-2	Group C	Group D	Group E	Group F	Group G	Group H
21 years up to AOW								
1st job grade year	€ 10.63		€ 13.14	€ 14.00	€ 14.71	€ 15.43	€ 16.06	€ 16.66
2nd job grade year	€ 11.00		€ 13.39	€ 14.20	€ 14.94	€ 15.60	€ 16.25	€ 16.86
3rd job grade year	€ 11.31	€ 11.31	€ 13.59	€ 14.39	€ 15.13	€ 15.83	€ 16.49	€ 17.08
4th job grade year	€ 11.63	€ 11.63	€ 13.77	€ 14.62	€ 15.34	€ 16.06	€ 16.66	€ 17.28
5th job grade year	€ 12.01	€ 12.01	€ 14.00	€ 14.80	€ 15.52	€ 16.25	€ 16.86	€ 17.48
6th job grade year	€ 12.31	€ 12.31	€ 14.20	€ 15.02	€ 15.75	€ 16.49	€ 17.08	€ 17.70
7th job grade year	€ 12.64	€ 12.64	€ 14.39	€ 15.23	€ 15.94	€ 16.66	€ 17.28	€ 17.89
8th job grade year	€ 13.00	€ 13.00	€ 14.62	€ 15.43	€ 16.15	€ 16.86	€ 17.48	€ 18.11
9th job grade year		€ 13.31						
10th job grade year		€ 13.64						

#### 4. **Statutory minimum wage**

See Articles 11, 12, 13, and Article 35, paragraph 3.

<u>Commencement date</u>	per hour <sup>(1)</sup>	per week <sup>(*)</sup>	per month <sup>(*)</sup>
1 January 2022 (*)	€ 10.48	€ 398.10	€ 1,725.00

(\*) refers to the amounts for employees aged 21 and older.

(1) For the 38-hour working week customary in this sector, the minimum hourly wage is determined as follows: the sum of the statutory minimum wage per week divided by 38.

The amounts in the above table have been published by the Dutch government. Depending on the working hours agreed and the corresponding payment period (hourly, weekly or monthly wage, respectively) the hourly, weekly or monthly wage set out above should be applied.

#### **Statutory minimum wage/youth wage percentages**

The statutory minimum wage is reviewed on 1 January and 1 July of each year. Refer to <http://www.rijksoverheid.nl/> for current amounts (only available in Dutch).

Statutory minimum wage/youth wage percentages

## **APPENDIX 5            The Colland Arbeidsmarkt Social Fund, referred to in Articles 41 and 42 of Chapter 6, Article 50 of Chapter 8, and Article 52 of Chapter 9**

Colland is the name of the cooperative venture for the agricultural and green social schemes. The Labour market cluster is based on the Colland CAO and comprises the Colland Arbeidsmarkt fund and the bridging fund [*Overbruggingsfonds*]. The Colland Arbeidsmarkt fund provides subsidies to employers and employees for training, the older employees leave scheme [*seniorenregeling*], labour-market projects, and other such schemes. Current information about these schemes and contributions can be found on Colland's websites: (only available in Dutch) [www.colland.nl](http://www.colland.nl) and [www.collandarbeidsmarkt.nl](http://www.collandarbeidsmarkt.nl).

If you have any questions, please contact the Colland Arbeidsmarkt Backoffice by telephone on 088 008 4550 (local rate), or send an email to: [info@colland-administratie.nl](mailto:info@colland-administratie.nl). For changes to employer details, changes of address and questions relating to the contribution invoice, please contact BPL pension on telephone numbers +31 50 522 4000 or via e-mail [werkgever@bplpensioen.nl](mailto:werkgever@bplpensioen.nl) (employers) or +31 50 522 3000 / [deelnemer@bplpensioen.nl](mailto:deelnemer@bplpensioen.nl) (employees).

## **APPENDIX 6 Sick leave insurance for benefit payments in the event of incapacity for work (Sazas), referred to in Article 51**

The employers and trade unions in the agricultural sector offer a sick leave insurance in cooperation with the Onderlinge Waarborgmaatschappij Sazas. Employers can choose from various options for the level of compensation paid by Sazas in the context of his obligation to continued payment of wages [*loondoorbetalingsplicht*] to the employee during the first two years of sickness.

Furthermore, Sazas also offers the *PLUS-verzekering* [PLUS insurance] for employees.

An employee who works for an employer who is affiliated to the Sazas is automatically enrolled in the PLUS-verzekering, unless he indicates that he does not wish to be. The employee pays 1.18% of his wage (contribution level for 2021) for the PLUS-verzekering.

Employees who have been on sick leave for more than six months and cooperate in their reintegration/return to work will receive the following supplements, provided that they have taken out the PLUS-verzekering:

- during the second half year of sick leave: 10%. Added to the pay received from the employer, the employee will continue to receive his full wage;
- during the second year of sick leave: a supplement of 15%. Added to the pay received from the employer, the employee will also receive his full wage;
- from the third to the seventh year of sick leave (i.e. the first five years under the WIA Act): a 10% supplement, calculated over the wage amount insured.

Furthermore, the PLUS-verzekering also provides cover for the WGA shortfall. If there is a WGA shortfall, the Sazas insurance will supplement the WGA salary top-up benefit [*WGA-loonaanvullingsuitkering*] and the WGA follow-on benefit [*WGA-vervolguitkering*] to a maximum of 70% of the insured annual wage (capped to the statutory maximum daily wage). As long as there is a shortfall, this coverage will continue until the employee reaches the state retirement [AOW] age (with an upper limit of 70 years). In this respect, it is assumed that the situation with regard to the shortfall remains unchanged.

If the employer terminates the insurance, the employee has the option of continuing the PLUS-verzekering himself within two months after the insurance has ended. In that case, an individual contribution of 1.38% applies (contribution level for 2021). A health certificate must be submitted if individual continuation is requested after two months.

Furthermore, Sazas also offers invalidity insurance for self-employed agricultural workers [*Arbeidsongeschiktheidsverzekering voor Agrarische Zelfstandigen*; abbreviated to AVAZ], and an insurance package within the framework of WIA coverage, namely: the WGA shortfall insurance [*WGA-hiaatverzekering*].

### **Absence management**

Supplementary to the absenteeism insurance [*verzuimverzekering*], Sazas offers expert help with absence management [*verzuimbegeleiding*] in cooperation with an independent occupational health and safety service [*Arbodienst*], for which the following three packages have been created: *Compleet*, *Basis*, and *Eigen regie* absence management. These packages aim at the agricultural and green sectors.

The information in this appendix has been compiled with the utmost care, but no rights can be derived from its contents. For more information, please contact the Sazas Customer Service Desk by telephone on +31 088 567 9100, or send an email to [info@sazas.nl](mailto:info@sazas.nl). Further information can also be found on [www.sazas.nl](http://www.sazas.nl) (only available in Dutch).



## Appendix 7                      Sectoral Risk Identification and Assessment, as referred to in Article 7

A sectoral Risk Identification and Assessment tool (RI&A) has been developed for the greenhouse horticulture sector. The most recent RI&A is available in digital format, which can be downloaded via this [link](#) or via [www.stigas.nl/diensten/risico-inventarisatie-en-evaluatie/](http://www.stigas.nl/diensten/risico-inventarisatie-en-evaluatie/). If desired, the RI&A can be carried out by Stigas, which is part of the Colland Group. The parties agree to this RI&A methodology. The sector-specific RI&A tool has been developed in line with current scientific knowledge and with the model referred to in Article 2, paragraph 14b of the Dutch Working Conditions Decree [*Arbobesluit*], and is therefore deemed to be up to date, complete, and reliable.

If a company obtains services relating to expert support from the Stigas or a certified health and safety service [*Arbodienst*], in accordance with Articles 13 and 14 of the Dutch Working Conditions Act [*Arbeidsomstandighedenwet*], the parties declare that certified experts from other organisations may also be appointed without the need for authorisation or additional authorisation from the employees, in order to provide external expert support with implementing and reviewing an RI&A pursuant to Article 14, paragraph 1, subparagraph a. of the Dutch Working Conditions Act. This option also applies if the customised scheme [*maatwerkregeling*] is used, whereby the employer selects the experts he needs.

The social partners set great store by sound working conditions. In cooperation with the Stigas, they have drawn up a working conditions catalogue which has been approved by the Dutch Labour Inspectorate [*Arbeidsinspectie*]. The social partners are committed to making arrangements for company-level information about safe and unsafe situations within the company. The online working conditions catalogue has been published on [www.agroarbo.nl](http://www.agroarbo.nl) (only available in Dutch).

## Appendix 8

## WGA shortfall insurance, as referred to in Article 51, and in Appendix 6

Employees who become partially incapacitated for work and also lose their jobs will be faced with an extra drop in income. Their income can easily drop below 70% of their last-earned wage. Employees can insure themselves against this risk by taking out the so-called WGA shortfall insurance [*WGA-hiaatverzekering*].

### What does it say in the CAO?

The Greenhouse Horticulture CAO states that the employer is obliged to offer his employees a WGA shortfall insurance pursuant to Article 44, paragraph 13. He can usually offer this insurance more easily and cheaply than the employee could take out such insurance on his own accord. The employee may accept the employer's offer, but is not obliged to do so. The contributions are paid by the employee, who can pay the contributions himself or ask the employer to withhold them from his pay.

### What is a WGA shortfall?

A WGA shortfall is the loss in income that can occur in the event of long-term incapacity for work. Employees who have been on sick leave for two years and remain partially incapacitated for work receive WIA benefit under the Dutch Work and Income according to Labour Capacity Act [*Wet werk en inkomen naar arbeidsvermogen*]. The benefit level depends on the wage the employee earned before he became incapacitated for work. The employee remains eligible for WIA benefit as long as he uses 50% of his residual earning capacity [*restverdiencapaciteit*], i.e. has the possibility of performing work. If this is not possible, for example because he loses his job, he will receive WGA follow-on benefit [*WGA-vervolguitkering*]. This benefit is based on a percentage of the minimum wage and is much lower than WIA benefit. This can sometimes be a difference of hundreds of euros a month. This drop in income is called the WGA shortfall [*WGA-hiaat*].

The WGA shortfall insurance is taken out by many employees and most insurance companies that cover sickness and incapacity for work have included this insurance in their range of products. With a WGA shortfall insurance, employees who are incapacitated for work and cannot fully make use of their residual earning capacity will receive a supplement to their WGA benefit.

### Szas

Onderlinge Waarborgmaatschappij Szas, the mutual insurance association for the agricultural and green sector, is one of the companies that offers the WGA shortfall insurance. If the employer has taken out his sick leave insurance with the Szas, the employees will automatically receive an offer. As soon as the employee is registered with the Szas for the sick leave insurance, he will be offered the WGA shortfall insurance in the form of the PLUS Insurance [*PLUS-verzekering*]. This insurance then guarantees the employee an income of at least 70% of his insured annual wage. If he works, this percentage may be higher.

### What does the Szas WGA shortfall insurance involve?

This insurance supplements employees' incomes in the event of a WGA shortfall. Their income will then be supplemented to at least 70% of the insured annual wage (up to the maximum daily wage). As long as there is a WGA shortfall, coverage will be continued until the employee reaches the Dutch state pension age [*AOW-gerechtigde leeftijd*]. The comprehensive Szas shortfall insurance provides a supplement to the salary top-up benefit [*loonaanvullingsuitkering*] and the follow-on benefit [*vervolguitkering*] if the insured employee is faced with a WGA shortfall and, as a result, a drop in income.

In the next few years, the AOW age will be gradually adapted in line with the increased life expectancy, as a result of which AOW retirement ages will differ. The insured person's AOW age depends on their date of birth. The Szas allowance will stop once the insured person has reached the AOW age, or the age of 70 if this is sooner. Szas applies the age of 70 as the upper limit.

### More information?

See [www.szas.nl](http://www.szas.nl) for more information about the Szas WGA insurance (only available in Dutch). Additional information about the WIA can be found on [www.uvw.nl](http://www.uvw.nl) or on <http://www.rijksoverheid.nl/ministeries/szw> (only available in Dutch). You can also contact the customer service department on +31 88 567 9100 or send an email to [info@szas.nl](mailto:info@szas.nl).

Although this information has been compiled with the utmost care, no rights may be derived from it.

Collective Labour Agreement for the Greenhouse Horticulture Sector from 1 January 2020 to 31 December 2022

## Appendix 9

## Regulations governing the Joint Committee for the Greenhouse Horticulture Sector

### Article 1 Competences

The Joint Committee for the Greenhouse Horticulture Sector (further referred to as Committee) is authorised to:

- a. handle requests to apply the *Structureel werken op zondag regeling* referred to in Article 23;
- b. ask the employer for a list of temporary employment agencies he has used in any given period, pursuant to Article 54;
- c. handle appeals lodged by employee participation bodies, employers' organisations or trade unions against the classification of a company that is party to this CAO, pursuant to Article 1, paragraph 3 and to Article 59;
- d. at the request of the employer and/or the employee, provide advice on the interpretation and implementation of provisions in this CAO, pursuant to article 60;
- e. mediate in the event of disputes about the interpretation and implementation of provisions in this CAO, pursuant to Article 60;
- f. at the request of an employer or a group of employers, grant exemption from implementing one or more provisions of this CAO, pursuant to Article 59.

### Article 2 Composition

The Committee consists of five members, two of whom are appointed by the employers' organisation and two by the trade union. The Committee will be assisted by a secretary and may itself request assistance from experts. The Joint Committee will be chaired by an independent chair, who is a member of the committee.

### Article 3 Submitting a request

1. A request as referred to in Article 1, paragraphs a, c, d, e or f, should be submitted in writing to the Committee c/o: Actor, Stationsweg 1, 3445 AA Woerden, or by email to [paritaire.commissie@actor.nl](mailto:paritaire.commissie@actor.nl), and contain at least the following information:
  - a. the applicant's name and address;
  - b. the applicant's signature;
  - c. a detailed description of the nature and scope of the request for a ruling;
  - d. the grounds for the request;
  - e. the submission date.
2. If so requested, the applicant will submit, before the specified deadline, any additional details and documents that are required to assess the request.

### Article 4 Handling the request

1. A request will be handled within two weeks after the Committee has deemed the information submitted to be sufficient for assessment purposes.
2. If the Committee deems this necessary, the applicant and his possible opposing party can be invited to attend and explain the request in more detail. The parties can be assisted by experts and/or represented by an agent.
3. The Committee members, the secretary and any experts are obliged to exercise secrecy in relation to all confidential information which comes to their knowledge in the course of handling a request.
4. A Committee member who is/has been directly involved in a matter under discussion will refrain from the handling and decision-making procedure of the case.
5. The Committee members will make their judgements independently, not bound by any instructions, and in fairness and reasonableness.
6. Insofar as applicable, all documents exchanged between the applicant and the Committee will be made available to the applicant's possible opposing party, and vice versa.

### Article 5 Decision-making process

1. The Committee will make a decision, by a majority of votes, within one month of the request being taken into consideration. In the event of a tied vote, no decision will be deemed to have been taken.
2. The secretary will send the written, substantiated decision to the applicant and his possible opposing party within one week. If the Committee has not taken a decision due to a tie in votes, the applicant and his possible opposing party will also receive a written, substantiated notification within one week.

**Article 6 Final provisions**

1. The periods of time set out in Article 4, paragraph 1 and in Article 5 may be extended by the Committee. The Committee will always substantiate a decision on an extension and inform the applicant and his possible opposing party.
2. The costs incurred in filing a request will be borne by the parties themselves.

## Appendix 10      **Important provisions of the Occupational Pension Fund for the Agricultural Sector [BPL Pensioen], as referred to in Article 49**

The Occupational Pension Fund for the Agricultural Sector [*Bedrijfspensioenfonds voor de Landbouw*; further abbreviated to *BPL Pensioen*] applies to employees in the agricultural and green sector. Employees who work for an employer who is affiliated to the pension fund are obliged to take part in the pension scheme. Participation starts on the first day of the month in which the employee turns 21.

The pension scheme is an average-pay scheme [*middelloodregeling*], whereby, for every year of service, a fixed percentage of the pension base for that year is accrued as pension.

The BPL Pension comprises:

- retirement pension: from the retirement date until the participant's death;
- partner pension: an allowance for the partner/former partner when the participant dies;
- temporary partner pension: The partner receives a temporary partner pension for a maximum of four years; eligibility ends on the date that the partner starts receiving their own AOW;
- orphans' pension - an allowance for children up to the age of 24 when the participant dies.

It is possible to adjust the pension scheme to suit the participant's personal situation. The target retirement age [*pensioenrichtleeftijd*] is 68. It is possible to commence retirement earlier (from the age of 60). Another option is to exchange part of the accrued retirement pension for extra partner pension or vice versa. To make use of these options, the participant needs to contact the administrator whose details can be found below. In that case, the pension will be recalculated on the basis of the participant's preferred situation.

Scheme administrator

The pension scheme is administered by TKP Pensioen in the Dutch city of Groningen. For more information, please contact the employers' helpdesk on +31 50 522 4000, or the Pension Helpdesk for employees [*Pensioendesk werknemers*] on +31 50 522 3000. Further information can also be found on: [www.bplpensioen.nl](http://www.bplpensioen.nl) (only available in Dutch). This appendix contains several important provisions.

The information in this appendix has been compiled with the utmost care, but no rights can be derived from its contents.

## Appendix 11 Wage sum and salary bill for taxation

The wage sum and salary bill for taxation is the wage from employment in accordance with Chapter II of the Dutch Wages and Salaries Tax Act 1964 [*Wet op de Loonbelasting 1964*], whereby Article 11, paragraph 1, subparagraph j, and Article 10 paragraph 4 should be excluded.

The wage amount for taxation includes:

- all gross wage components related to working hours;
- the fixed annual bonuses and allowances.

These include:

- a. the actual wage from current employment;
- b. overtime hours/additional hours/inconvenient hours, including inconvenience allowance and shift bonus;
- c. year-end bonus [*13e maand*];
- d. structural year-end bonus;
- e. holiday allowance;
- f. leave and *ADV* days paid out, travelling time (not being travelling expenses);
- g. performance bonus on the hourly wage;
- h. temporary allowance for working in a higher position;
- i. temporary professional expertise bonus;
- j. personal bonuses;
- k. stand-by/on-call allowance.

The annual levies owed to the Colland Arbeidsmarkt social fund will be calculated over the wage amount/wage and salary bill for taxation, on the understanding that the maximum daily wage a day applied will be one-and-a-half times the maximum daily wage subject to social security withholdings [*premedagloon*], over which the contributions for employee insurance schemes are levied within the meaning of Article 17 of the Dutch Social Insurance Funding Act [*Wet financiering sociale verzekeringen*; abbreviated to *Wfsv*].

No levy will be due over payments after the period of 104 weeks, in the sense of Article 629 of Book 7 of the Dutch Civil Code, on the grounds of the Dutch Invalidity Insurance Act (WAO), the Work and Income (Capacity for Work) Act (WIA), or benefits or wage payments that are identical in nature and purpose.

## Appendix 12 Arrangements on matters of protocol

### 1. Efforts of employers' organisations

The employers' parties to this CAO commit themselves to the following:

- a. They will promote the importance of employees being organised.
- b. They will support the initiatives of employees' parties to establish a works council or an employee representative body.

### 2. Training

Through the *Colland Arbeidsmarktfonds* (labour market fund) the CAO parties make sufficient resources available to maintain and continue developing *Kasgroeit*.

### 3. Training vouchers

In the context of intersectoral mobility of labour, it is also important that employees are given the opportunity to continue developing. For this purpose, the CAO parties will provide the employee with a training voucher and a personal development budget. In this respect, it is emphatically the intention that the employee has control of his own development path. The training to be followed by the employee - and for which the training vouchers will be used - do not need to be related to the greenhouse horticulture sector. During the term of the CAO, the use of training vouchers will be investigated.

### 4. Debt-related issues

Financial worries have a major impact on the work floor. Within the greenhouse horticulture sector, CNV Vakmensen trade union is setting up a project through *CNV Geldzorg*, which focuses on how to deal with debt-related issues. For this purpose, CNV Vakmensen will submit a sector-specific project plan. The project aims at teaching employers how to recognise debt-related issues, and how to respond to them in an appropriate manner. Furthermore, employees will be trained so that they can get and keep their finances in order. All services are aimed at avoiding debts in the workplace and be integrated with Westland Financieel Fit as far as possible.

### 5. Mapping flexible employment versus permanent employment

During the term of the CAO, the parties will investigate the volume of flexible employment within the sector's most important branches of cultivation. It has been observed that seasonal labour is a frequently occurring phenomenon in year-round cultivation. An inventory will be made of the costs and risks associated with employment practices and with services involving the partial/full outsourcing of employer responsibility. In doing so, the considerations that play a role in employers opting for direct employment and/or outsourcing will also be investigated.

### 6. Unemployment insurance contribution

When the Dutch government offers sectors scope to develop the low Unemployment Insurance contribution [*WW-premie*] for seasonal work through collective bargaining, CNV Vakmensen and the FNV trade unions will cooperate in a constructive manner in order to lay down in the CAO which form of seasonal work will then be eligible for the low contribution. We do not ask the trade unions to commit themselves in advance to go along with the government in creating scope for the lower Unemployment Insurance contribution for seasonal work.

### 7. Longer term

It will be investigated whether a longer term for part of the CAO provisions can be agreed upon between the parties.

### 8. Clear CAO text

The parties will commit themselves to making the CAO text understandable and unambiguous for the employer and the employee. In doing so, the option of subdividing the CAO into an A and a B part will be investigated. The A part will then comprise topics focused on everyday matters in the workplace, and the B part will comprise in-depth, formal/legal non-everyday topics.

**9. Promoting return to work of incapacitated employees**

The parties will look into possibilities for encouraging incapacitated employees to resume work as quickly as possible.

**10. Sustainable employability: older employees leave scheme and early retirement scheme**

The parties are awaiting the outcome of the sector analysis that is now taking place, and will include it in the discussion on the future policy of social partners regarding the sustainable employability of workers. Topics of discussion will be the older employees leave scheme [*seniorenregeling*] and the early retirement scheme [*regeling vervroegde uittreding*, abbreviated to RVU].

**11. PAWW**

Employers in the sector will be asked whether they wish to continue the PAWW CAO. The outcome of this consultation will be shared and, if necessary, discussed with the social partners.



## Appendix 13

## Temporary agency work and hired personnel, as referred to in Article 54

### Labour Standards Register [*Stichting Normering Arbeid*], NEN 4400

The sectoral organisations in the employment agency industry (ABU, NBBU, and VIA), the trade unions (FNV and CNV), and a number of employers' organisations (including *LTO Nederland*, the Dutch Federation of Agriculture and Horticulture) from sectors with many agency workers, have created a quality label that guarantees the quality of agency work and, thus, prevents misunderstandings in agency work. The Greenhouse Horticulture CAO stipulates that employers, including those who do not directly employ people, may only make use of temporary employment agencies that have been certified by the Dutch Labour Standards Register [*Stichting Normering Arbeid*; SNA] when they make use of hired personnel ([www.normeringarbeid.nl](http://www.normeringarbeid.nl)). The quality label is based on NEN 4400-1 and NEN 4400-2. Companies that carry the SNA quality label have been assessed on their obligations relating to labour, namely:

1. Identification of the company (for example, the correct registration with the Chamber of Commerce);
2. Declaration and payment of payroll taxes, and any turnover tax due;
3. Wage payment complies with the Dutch Minimum Wage and Minimum Holiday Allowance Act [*Wet minimumloon en minimumvakantiebijslag*; WML];
4. Implementation of ID checks, and checks on being allowed to work in the Netherlands;
5. Prevention of liability risks and fines arising from hiring, supplying, and deploying workers.
6. Nine general CAO elements include: laying down the agreements made with agency staff with regard to the job to be carried out, the working hours, the salary and the implementation of holiday and leave schemes, holiday allowance, public holidays, short-term absence, pension, social funds, and gross remuneration.

#### Hirer's/user company's remuneration

The CAO stipulates that the employer (hirer) must demand that the temporary employment agency pays the agency worker the hirer's/user company's remuneration [*inlenersbeloning*], as defined in the CAO applicable to the temporary employment agency from the first day of the period he works with the employer. This requirement has been incorporated into the NBBU collective labour agreement [*NBBU cao*], which only applies to temporary employment agencies affiliated to this sectoral organisation. As from 30 March 2015, by virtue of the collective labour agreement for temporary agency workers [*cao voor Uitzendkrachten*] the requirement for temporary employment agencies to apply the hirer's/user company's remuneration also applies to those affiliated to the ABU sector organisation. As soon as this requirement has been declared universally binding, the hirer's/user company's remuneration will apply to all temporary employment agencies alike on the basis of the two collective labour agreements applied in this sector, and will no longer be based on arrangements made between the individual greenhouse horticulture employer and the agency. The hirer's/user company's remuneration to be applied by the temporary employment agency comprises the following components, in line with the provisions that prevail in the hiring company:

- a. only the applicable period wage in the scale;
- b. the applicable working hours reduction [*arbeidsduurverkorting*; ADV]. This may - at the agency's discretion - be compensated in time and/or money;
- c. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus), shift work, and for working under physically taxing circumstances in connection with the nature of the job (which includes working under low or high temperatures, with hazardous substances, or dirty work);
- d. initial pay rises (amount and time as determined in the user company);
- e. expense allowance (insofar as the temporary employment agency is permitted to pay the allowance exempt from payroll tax and social contributions: travelling expenses, accommodation costs, and other costs necessary with a view to performance of the job);
- f. incremental increases (amount and time as in the user company).

Refer to the Greenhouse Horticulture CAO for relevant articles (\*) relating to hirer's/user company's remuneration.

Hirer's/user company's remuneration - CAO for temporary agency workers	Greenhouse Horticulture CAO	Remarks
a. Only the applicable period wage in the scale.	<p>Articles 33 to 35 Job evaluation, classification, increments, youth wages.</p> <p><b>Except</b> Article 12</p> <hr/> <p>Students &amp; pupils and holiday workers <b>Except</b> Article 13</p> <hr/> <p>Employees with an occupational impairment</p>	<p><b>Note:</b> Wage tables per hour. 21 years = fully competent Deviating youth wages. See also Appendix 4 (page 44) for the calculation of monthly wage and statutory minimum wage/hourly wage in relation to the standard or normal working time a week, of 38 hours a week (page 16).</p> <p>Article 11 Greenhouse Horticulture CAO - Peak workers Relates to exemption from contribution to pension and sector fund to which the agency employer is not affiliated.</p>
b. The applicable working hours reduction (ADV). This may - at the agency's discretion - be compensated in time and/or money.	<p>Article 16 The CAO has no working hours reduction. The standard or normal working time is 38 hours. 36, 40 and 42 working hours may be agreed on as a standard for the individual employees.</p>	<p>Pay per week 38, 36, 40 or 42 times the hourly wage.</p>
c. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus), shift work, and for working under physically taxing circumstances in connection with the nature of the job (which includes	<p>Articles 15 to 25, and Articles 31 and 32. <b>Rule:</b> The employer decides per agency worker whether they work under the regular shift roster or the annual hours model [jaarurenmode].</p>	<p>Article 34 CAO for temporary agency workers</p> <p>The work and rest hours of agency staff are the same as for the hirer's own employees.</p>
d. Initial pay rises, amount and time as determined in the user company.	<p>Article 35 wages</p>	

Hirer's/user company's remuneration - CAO for temporary agency workers	Greenhouse Horticulture CAO	Remarks
<p>e. Expense allowance (insofar as the temporary employment agency is permitted to pay the allowance exempt from payroll tax and social contributions: travelling expenses, accommodation costs, tool costs, and other costs necessary with a view to the performance of the job). If and insofar as the tax-free reimbursement of travelling costs ceases partially or entirely due to government measures, the temporary agency worker will be entitled to the same travelling costs allowance as a worker employed by the user company in the same or a similar position as the temporary agency worker, with a maximum of € 0.19 gross per kilometre.</p>	<p>Article 30 Overtime and meals</p> <p>Article 36 Commuting costs</p> <p>Article 37 On-call allowance</p>	<p><b>See also</b> Article 36, par. 2. The employee will not be entitled to a commuting allowance if the employer provides and pays for company transport. The employer will not charge the employee for this transport.</p>
<p>f. Incremental increases, amount and time as in the user company.</p>	<p>Article 34, paragraph 5</p>	

**NB:** The possibility to derogate from the chain provision referred to in Article 9, paragraphs 1 and 2 only applies to employment contracts entered into by an employer and an employee within the meaning of this collective labour agreement.

## SNCU

Temporary agency staff who feel that their remuneration or other CAO entitlements have not been respected and get no response from their employer can call on their trade union or on the *Stichting Naleving Cao voor Uitzendkrachten* (a foundation, which monitors compliance with the CAO for temporary agency workers - [www.SNCU.nl](http://www.SNCU.nl)).

## Appendix 14

## Contact details of the parties to the CAO

### Parties representing employers

#### **Land- en Tuinbouworganisatie Nederland (LTO Nederland)**

Bezuidenhoutseweg 105, 2594 AC The Hague

+31 70 338 2700

[www.lto.nl](http://www.lto.nl)

#### **Glastuinbouw Nederland**

Postbus 447, 2700 AK Zoetermeer

Louis Pasteurlaan 6, 2719 EE Zoetermeer

+31 85 003 6400

[www.glastuinbouwnederland.nl](http://www.glastuinbouwnederland.nl)

[info@werkgeverslijn.nl](mailto:info@werkgeverslijn.nl); +31 88 888 6688

#### **Plantum**

Vossenburchkade 68, 2805 PC Gouda

+31 182 688 668

[www.plantum.nl](http://www.plantum.nl)

[info@plantum.nl](mailto:info@plantum.nl)

### Parties representing employees

#### **FNV**

Postbus 9208, 3506 GE Utrecht

Hertogswetering 159, 3506 GE Utrecht

Klantenservice +31 88 368 0368

[www.fnv.nl](http://www.fnv.nl)

#### **CNV [Vakmensen.nl](http://Vakmensen.nl)**

Postbus 2525, 3500 GM Utrecht

Tiberdreef 4, 3561 GG UTRECHT

+31 30 751 1007

[www.cnvvakmensen.nl](http://www.cnvvakmensen.nl)

[info@cnvvakmensen.nl](mailto:info@cnvvakmensen.nl)

## Regional LTOs

### **LTO-Noord**

Postbus 240, 8000 AE Zwolle  
Zwartewaterallee 14, 8031 DX Zwolle  
+31 88 888 6688  
[www.ltonoord.nl](http://www.ltonoord.nl)

### **Werkgeverslijn land- en tuinbouw**

Postbus 240, 8000 AE Zwolle  
Zwartewaterallee 14, 8031 DX Zwolle  
+31 088 888 6688  
[www.werkgeverslijn.nl](http://www.werkgeverslijn.nl)  
[info@werkgeverslijn.nl](mailto:info@werkgeverslijn.nl)

### **ZLTO**

Postbus 100, 5201 AC 's Hertogenbosch  
Onderwijsboulevard 225, 5223 DE 's Hertogenbosch  
+31 73 217 3333  
[www.zlto.nl](http://www.zlto.nl)  
[info@werkgeverslijn.nl](mailto:info@werkgeverslijn.nl)

### **LLTB**

Postbus 960, 6040 AZ Roermond  
Steegstraat 5, 6041 EA Roermond

+31 475 381 777  
Infolijn: +31 6 83 77 60 01  
[www.lltb.nl](http://www.lltb.nl)  
[info@lltb.nl](mailto:info@lltb.nl)



Statement of compliance with the Greenhouse Horticulture CAO

Business information

Company name (legal name)

Visiting address

Street:

Postcode and town/city:

Postal address

Street:

Postcode and town/city:

Details of the contact person

Name:

Initials

Position:

CAO-related information

Applicable CAO:

Signed

By signing this form you declare:

to have answered all questions accurately, truthfully and to the best of your knowledge;

to faithfully apply the CAO, also during periods when no AVV is in place. The employer is aware that, in the event of non-compliance with the CAO, the housing certification will be revoked.

Signature:

Date:

Name:

## **APPENDIX 16          Handbook of Job Classifications, as referred to in Article 33**

The Handbook of Job Classifications forms an integral part of this collective labour agreement. A digital version (only available in Dutch) can be obtained [here](#). For the text, please refer to the order declaring the collective agreement binding [*algemeen verbindend verklaring*] in the Dutch Government Gazette [*Staatscourant*], no. 55886, of 17 November 2019.