

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

**1 January 2024 to 31 March 2025**  
Including first interim change as from 1 January 2024

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Collective Labour Agreement for the Greenhouse Horticulture Sector from 1 January 2024 to 31 March 2025  
Including first interim change as from 1 January 2024

## 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 in Utrecht  
called the party of the other part.  
[All parties are located in the Netherlands.]

### Disclaimer

The translation of this text was prepared with the utmost care. However, the parties to the collective labour agreement for the Greenhouse Horticulture Sector cannot accept any liability for errors or omissions in these translations or for the direct or indirect consequences of acting or failing to act based on these translations. It is not possible to derive any rights, of any nature whatsoever, from the compilation and contents of the translations. Disputes with regard to this agreement may only be submitted to a competent Dutch court. In the event of any dispute as to the interpretation of the translated text, the Dutch text will prevail.

## 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 2024 to 31 March 2025.

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).

The CAO text, as posted on websites belonging to employers' and employees' organisations, incorporates several boxes that contain an explanation of Dutch law and regulations dating from the CAO's effective commencement date. These boxes including the explanations do not form an integral part of the CAO.

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:
  - a. 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.
  - b. 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, which is registered with the Dutch Ministry of Social Affairs and Employment, is in force for the entire company.

  - c. 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.
  - d. The internal placement agency [*personeelsvereniging*] 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:
  - a. 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*
  - b. 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 57.

4. Temporary employment agencies and manual labour contractors are excluded from the scope of this CAO. See also Chapter 9, Article 53.

### 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: € 71,628, as from 1 January 2024. 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.
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 19 years or older.
- e. Young employees  
Employees aged 18 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 60 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. **Notice period concerning fixed-term employment contracts 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];

<sup>1</sup> Dutch *Wet beperking ziekteverzuim en arbeidsongeschiktheid vangnetters*; *Wet BeZaVa*. = Sickness Absence and Occupational Disability among Sickness Benefit Claimants (Restrictions) Act.  
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- cooperate with a reintegration programme or the trial placement offered on behalf of the employer.

## 12. Reaching the retirement age

- The employment contract ends by operation of law from the date on which the employee reaches the Dutch state pension age (AOW).
- Six months before reaching the state pension age, the employee may consult the employer about the options for employment after retirement.
- 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 six 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

Explanation of the statutory chain provision [*wettelijke ketenbepaling*] as from the CAO's effective commencement date

The chain provision regulates when successive fixed-term employment contracts turn into contracts for an indefinite period. Article 668a, Paragraph 1 of Book 7 of the DCC [*Burgerlijk Wetboek*, or BW], stipulates that the employer and the employee can enter into a maximum of three employment contracts for a maximum period of three years, unless the chain of successive fixed-term contracts was interrupted for longer than six months during which period no employment contract existed between the employer and the employee. This is the main rule, and is referred to as the 3x3x6 rule [3 employment contracts, 3 years, 6-month interruption].

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

- 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.
- 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.
- 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;

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- 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. Application

- a. The possibility of derogating from the chain provision referred to in paragraph 1 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 38 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 38 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. The employee will notify the employer if they work for or are going to work for third parties. In principle, working for third parties is permitted unless the employer has any objective justification for not allowing this. Examples of objective justifications include:
  - a. the work activities could have an adverse effect on the employee's health and safety;
  - 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

1. The standard working time under this CAO is 38 hours a week.
2. 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.
3. 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.
4. 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.
5. The working week consists of five working days and two consecutive days off, unless agreed otherwise.
6. 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.
7. **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 the case of the annual hours model with a full year in excess of 1983.6 hours, are plus hours and subject to a 35% bonus. This bonus includes 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 49 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      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 57 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 23      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 24      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 8 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 31 apply to week-shift workers, insofar as this is not deviated from in the previous paragraphs.

## **Article 25      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 26      Breaks**

1. Breaks of less than 15 minutes in the morning and afternoon will be payable by the employer.

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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 27 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 28 No compulsory overtime**

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 29 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 35.

## **Article 30 Bonuses**

1. Bonuses are not cumulative; the highest percentage applies.
2. Bonuses as referred to in Article 31, 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 31 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 22, 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 24, 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 32            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 17. 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 33            Remuneration

1.        Age scale
  - a.        The starting wage [*aanvangsloon*] of employees aged up to 18 will be derived from that of employees aged 19 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%
  - 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.        Two pay structures [*loongebouw*] (A and B) were in place until 1 July 2022. Pay structure A expired on 1 July 2022
  - a.        A holiday allowance is paid over the personal allowance that arises from the abolishment of pay structure A, but no pay increases will be allocated to it.
  - b.        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.
3.        Special provisions relating to job-related wage rate [*functieloon*]
  - a.        Employees aged 19 and over will be paid at least the initial wage from their job category. Employees aged 19 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 19 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.

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- c. On commencement of employment, employees aged 19 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.
4. 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.
5. 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 34 Wages

1. The following pay increases for the pay scales and the actual wage apply to the job categories specified in Article 32, paragraph 1, with the exception of job category B:
  - a. as from 1 January 2024: 4%
  - b. as from 1 July 2024: 1.7%
  - c. as from 1 January 2025 1.5%

In addition to these pay increases, the pay structure will also be adjusted. Refer to Appendix 4 for an explanation of the salary structure adjustment.

2. The increases in hourly wages are specified in the tables shown in Appendix 4. The increases set out in paragraph 1 do not apply to pay structure B. A separate agreement was reached on pay scale B, which has been adjusted. Refer to Appendix 4 for an explanation of the adjustment agreement. Pay scale B step 2 is in line with the statutory minimum wage.

### Pay scale B as of 1 January 2024

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 until AOW retirement age (**)	
2	€ 13.27 (SMW)
3	€ 13.47
4	€ 13.67
5	€ 13.87
6	€ 14.07
7	€ 14.27

(\*) Youth wages are derived from step 2 (SMW at 21 years). The CAO youth-wage percentages apply to all youth wages. The SMW is in place when it exceeds these amounts.

(\*\*) After reaching AOW age, the employee remains entitled to the SMW.

### Pay scale B as of 1 July 2024

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 until AOW retirement age (**)	
2	€ 13.68 (SMW)
3	€ 13.88
4	€ 14.08
5	€ 14.28

6	€ 14.48
7	€ 14.68

(\*) Youth wages are derived from step 2 (SMW at 21 years). The CAO youth-wage percentages apply to all youth wages. The SMW is in place when it exceeds these amounts.

(\*\*) After reaching AOW age, the employee remains entitled to the SMW

**The adjustment agreement will be applied again on 1 January 2025. This means the following scheme applies to Pay scale B as from 1 January 2025:**

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 until AOW retirement age (**)	
2	WML 21 years
3	WML 21 years + € 0.20
4	WML 21 years + € 0.40
5	WML 21 years + € 0.60
6	WML 21 years + € 0.80
7	WML 21 years + € 1.00

(\*) Youth wages are derived from step 2 (SMW at 21 years). The CAO youth-wage percentages apply to all youth wages. The SMW is in place when it exceeds these amounts.

(\*\*) After reaching AOW age, the employee remains entitled to the SMW.

3. The youth-wage percentages stated in Article 33, paragraph 1, subparagraph a. have been incorporated into the tables of Appendix 4, paragraph 3.

4. At least the statutory minimum wage, or a wage derived therefrom, will apply to the employees referred to in Article 12 of Chapter 2 (students, pupils, and holiday workers, in Article 13 of Chapter 2 (employees with an occupational impairment), and Article 11 of Chapter 2 (peak workers). See Appendix 4, paragraph 4 for details about the statutory minimum wage.

## CHAPTER 5 SPECIAL ALLOWANCES

### Article 35 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 € 0.23 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 continue 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 36 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.
From 1 January 2024	€ 13.78	€ 27.54
From 1 July 2024	€ 14.01	€ 28.01
From 1 January 2025	€ 14.22	€ 28.43

- d. The on-call allowance will be adjusted with the percentages of the pay increases specified in Chapter 4, Article 34, paragraph 1 on the date on which the pay increase takes effect. See the table.

### Article 37 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 38 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. **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 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.
4. 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.
5. 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.
6. a. Any unused leave or holiday hours expire as follows:
  - statutory holiday entitlement will expire two years after the calendar year of accumulation;
  - non-statutory holiday entitlement will expire five years after the calendar year of accumulation;b. If leave/holiday hours are taken, the first hours that are due to expire will be used up first.  
c. The employer will set up their administrative system of holiday entitlement accordingly.  
d. The employer and employee(s) can agree to let unused holiday entitlement expire or lapse later or not at all. This agreement will be set down in writing.
7. Incapacitated employees are to ask the employer for permission to take leave, and the employer may seek advice from the company doctor. The employer and employee will make clear arrangements beforehand as to whether or not the holiday or leave hours should be deducted from the holiday entitlement. If the employment contract is terminated and the employee has taken more leave than they were entitled to, the employer will take the difference into account in the final payment of wages
8. 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 Chapter 2, Article 11, paragraph 6; Chapter 2, Article 12, paragraph 3; Chapter 3, Article 17, paragraph 3; Chapter 3, Article 18, paragraphs 2, 3; and 4; Chapter 3, Article 23, paragraph 3; Chapter 3, Article 24, paragraph 4; and Chapter 3, Article 31). For the purposes of this paragraph, the wage due to be paid pursuant to Chapter 7, Article 43 and allowances under the Dutch Sickness Benefits Act [*Ziektewet*],

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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 Chapter 3, Article 21, paragraph 3c, and Chapter 3, Article 31. 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 39 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. 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. In cases of adoption or of fostering a child younger than 8 years of age, this leave is to be taken during the first year after the day of the actual adoption or fostering.
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:
  - 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 40 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. Compulsory training  
Pursuant to this CAO or to statutorily required training:
  - a. training should be free of charge for the employee, which means that all costs incurred are borne by the employer;
  - b. the time spent in training is considered to be working time; and
  - c. training should be provided during working hours as far as possible.
5. Further information about Colland Arbeidsmarkt can be found in Appendix 5.

#### **Article 41 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 42 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 43 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 44 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 45 Expiry of the employer's obligation to continue payment of wages**

The employee has no rights pursuant to article 43:

- 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 46                    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 47 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 48 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 49 Option to work fewer hours (80-90-90 scheme)

The employee has the option of working fewer hours from the age specified in the *Seniorenregeling Glastuinbouw* (older employees leave scheme for the Greenhouse Horticulture Sector) in the Colland CAO. 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 [*Verstrekkingenreglement regeling minder werken voor oudere werknemers*]. The scheme can be consulted through the following link: [Seniorenregeling Glastuinbouw - Colland Arbeidsmarkt](#).

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.

### Article 50 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.

## CHAPTER 9 OTHER PROVISIONS OF A SOCIAL NATURE

### Article 51 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 52 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 53 Temporary agency work and hired personnel [*inleenkrachten*]

1. 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>2</sup> or NEN 4400-2<sup>3</sup> certificate issued by the Labour Standards Organisation [*Stichting Normering Arbeid*<sup>4</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).
2. 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.
3. 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.
4. 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 54 Unworkable weather conditions

1. Unworkable weather conditions are involved:
  - in the event of exceptional natural circumstances, and

<sup>2</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>3</sup> NEN 4400-2 has been developed for companies that have their registered office outside the Netherlands.

<sup>4</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.

- the employee is unable to carry out his usual job.
- 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.

#### **Explanation regarding the Stigas 'Working in Warm Weather' guide**

Heat in the greenhouse can have a negative effect on workers. The parties therefore have jointly drawn up a guide entitled 'Working in Warm Weather' for employers so as to avoid the negative consequences of working in high temperatures. The guide can be consulted via [24-023 STIG Leaflet Ondernemen Warm Weer A4.indd \(glastuinbouwnederland.nl\)](#) For employees, the most important tips are shown in the form of images on the 'Working in Warm Weather' information card. This card can be downloaded via [stigas\\_20231145\\_communicatie\\_anderstaligen-infokaart-warmweer\\_eng.pdf](#)

#### **Article 55 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 56 Housing**

1. 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 requirements in the checklist of the Agricultural Quality Label For Flexible Housing [*Agrarisch Keurmerk Flexwonen*]. Refer to Appendix 14 for the requirements.
2. 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.
3. 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 (For a model 'power of attorney' form, please refer to <https://werkgeverslijn.nl/downloads/#internationale-werknemers>). 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 16.
  - b. The company that withholds housing costs is certified by Stichting Normering Flexwonen (SNF), the foundation for flexible housing standards.

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## CHAPTER 10 FINAL PROVISIONS

### **Article 57 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 Chapter 3, Article 22;
  - b. ask the employer for a list of temporary employment agencies he has used in any given period, pursuant to Chapter 9, Article 53;
  - 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 58;
  - 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 59;
  - 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 58.
3. The procedures of the Joint Committee have been laid down in the regulations that are incorporated into Appendix 9.

### **Article 58 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 57 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 59 Explanation of and disputes concerning CAO provisions**

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

### **Article 60 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 is located at Stigas, and can be contacted via 085 044 0700 or [vertrouwenspersoon@stigas.nl](mailto:vertrouwenspersoon@stigas.nl).

### **Article 61 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 62 Interim changes**

1. 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.
2. 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 63 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 64 Duration and termination of the CAO**

This CAO is valid from 1 January 2024 to 31 March 2025 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 Chapter 1, Article 3, Paragraph 7**

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 [*Jaarurenmode*]

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 Chapter 3, Article 22</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 Chapter 3, Article 21, paragraph 3, sub c.

\*\* Unless this is deviated from with a maximum of 13 weeks in line with Chapter 3, Article 31

\*\*\* 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 22 of Chapter 3 or shift work pursuant to Articles 23 and 24 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) (Chapter 3, Article 31), 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</b>	<b>Structural work on Sundays implemented pursuant to Chapter 3, Article 22</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 Chapter 3, Article 31

\*\* 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 Article 24 of Chapter 3 is in place.

### Table of bonuses for irregular hours

Times	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday**
<b>0.00</b>	50%*	50%*	50%*	50%*	50%*	50%*	100%**
<b>to</b>							
<b>6.00</b>	0%	0%	0%	0%	0%	0%	
<b>to</b>							
<b>15.00</b>							
<b>to</b>	50%	50%	50%	50%	50%	50%	
<b>20.00</b>							
<b>to</b>	50%	50%	50%	50%	50%	50%	
<b>24.00</b>							

The textual explanation of Chapter 3, Article 31 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 Chapter 3, Article 15, paragraph 2.

\*\*A bonus of 100% applies to working on Sundays, unless the *Structureel werken op zondag regeling* pursuant to Article 22 of Chapter 3 or shift work pursuant to Articles 23 and 24 of Chapter 3 are in place.

## Appendix 2

## Job descriptions, as referred to in Article 32

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 company)						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)  06. Operator/ Machine operator II	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 technician			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 15.

Centrale Beroepscommissie functiewaardering  
c/o Actor  
Pompmolenlaan 10C  
3447 GK Woerden  
The Netherlands  
+31 88 329 2030

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## **Appendix 3                    Regulations governing Objection and Appeal Procedures relating to Job Classifications, as referred to in Chapter 4, Article 32, 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, Pompmolenlaan 10C 3447 GK 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 Chapter 4, Articles 33 and 34

- 1    **Explanation of the calculation of wages in the Greenhouse Horticulture CAO.**
- 2    **Explanation of the restructuring of pay scale B**
- 3    **Pay structure**
- 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:

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

It is important that, irrespective of the number of weekly working hours, every employee is paid per hour at least the statutory minimum hourly wage as determined by the government (see Appendix 4, paragraph 4).

- b. Pay increases are calculated over the amounts for employees aged 19 to the AOW retirement age.

- c. Hourly wages:        rounded to two decimal places.

- d. Youth wages:        derived from the hourly wages specified in step 2, rounded to two decimal places.

- e. . CAO youth wage percentages

- 15 years:    40%
- 16 years    50%
- 17 years:    60%
- 18 years:    70%

### 2.        **Explanation of the restructuring of pay scale B**

The following agreements regarding pay scale B were made for the term of this CAO:

- Step B1 ceases as from 1 January 2024;
- The statutory minimum hourly wage determines the level of step B2;
- The B scale consists of five equal steps of 20 cents;
- The B scale consists of six nominal steps.

### 3.        **Pay structure**

Tables B1 to B2 refer to the pay structure as from 1 January 2024, 1 July 2024, and 1 January 2025, respectively.

### B1 Wage table relating to the pay structure as from 1 January 2024

In the calculation, the size of the steps in scales C to H has been adjusted, and salaries have been increased by four percent. Steps C1 to H1 were removed as from 1 January 2024. The scales in the new pay structure start with step 2.

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	€ 5.31	€ 5.59	€ 5.73	€ 5.83	€ 6.08	€ 6.36	€ 6.86
16 years	€ 6.64	€ 6.99	€ 7.17	€ 7.29	€ 7.60	€ 7.96	€ 8.58
17 years	€ 7.96	€ 8.39	€ 8.60	€ 8.75	€ 9.11	€ 9.55	€ 10.29
18 years	€ 9.29	€ 9.79	€ 10.03	€ 10.21	€ 10.63	€ 11.14	€ 12.01
19 years up to AOW retirement age							
2	€ 13.27	€ 13.98	€ 14.33	€ 14.58	€ 15.19	€ 15.91	€ 17.15
3	€ 13.47	€ 14.39	€ 14.79	€ 15.08	€ 15.75	€ 16.52	€ 17.84
4	€ 13.67	€ 14.83	€ 15.27	€ 15.59	€ 16.32	€ 17.14	€ 18.55
5	€ 13.87	€ 15.28	€ 15.76	€ 16.12	€ 16.90	€ 17.79	€ 19.29
6	€ 14.07	€ 15.74	€ 16.26	€ 16.67	€ 17.50	€ 18.47	€ 20.06
7	€ 14.27	€ 16.20	€ 16.78	€ 17.24	€ 18.14	€ 19.18	€ 20.86
8				€ 17.83	€ 18.79	€ 19.91	€ 21.69
9					€ 19.47	€ 20.66	€ 22.56
10						€ 21.46	€ 23.43
11							€ 24.35

### B2 Wage table relating to pay structure B as from 1 July 2024, including the 1.7% increase.

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	€ 5.47	€ 5.69	€ 5.83	€ 5.93	€ 6.18	€ 6.47	€ 6.98
16 years	€ 6.84	€ 7.11	€ 7.29	€ 7.42	€ 7.73	€ 8.09	€ 8.72
17 years	€ 8.21	€ 8.53	€ 8.74	€ 8.90	€ 9.27	€ 9.71	€ 10.46
18 years	€ 9.58	€ 9.95	€ 10.20	€ 10.38	€ 10.82	€ 11.33	€ 12.21
19 years up to AOW retirement age							
2	€ 13.68	€ 14.22	€ 14.57	€ 14.83	€ 15.45	€ 16.18	€ 17.44
3	€ 13.88	€ 14.63	€ 15.04	€ 15.34	€ 16.02	€ 16.80	€ 18.14

4	€ 14.08	€ 15.08	€ 15.53	€ 15.86	€ 16.60	€ 17.43	€ 18.87
5	€ 14.28	€ 15.54	€ 16.03	€ 16.39	€ 17.19	€ 18.09	€ 19.62
6	€ 14.48	€ 16.01	€ 16.54	€ 16.95	€ 17.80	€ 18.78	€ 20.40
7	€ 14.68	€ 16.48	€ 17.07	€ 17.53	€ 18.45	€ 19.51	€ 21.21
8				€ 18.13	€ 19.11	€ 20.25	€ 22.06
9					€ 19.80	€ 21.01	€ 22.94
10						€ 21.82	€ 23.83
11							€ 24.76

**B3 Wage table relating to pay structure B as from 1 January 2025, including the 1.5% increase.**

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 * 0.40	€ 5.77	€ 5.92	€ 6.02	€ 6.27	€ 6.57	€ 7.08
16 years	SMW * 0.50	€ 7.22	€ 7.40	€ 7.53	€ 7.84	€ 8.21	€ 8.85
17 years	SMW * 0.60	€ 8.66	€ 8.87	€ 9.03	€ 9.41	€ 9.85	€ 10.62
18 years	SMW * 0.70	€ 10.10	€ 10.35	€ 10.54	€ 10.98	€ 11.49	€ 12.39
19 years up to AOW retirement age							
2	SMW	€ 14.43	€ 14.79	€ 15.05	€ 15.68	€ 16.42	€ 17.70
3	SMW + € 0.20	€ 14.85	€ 15.27	€ 15.57	€ 16.26	€ 17.05	€ 18.41
4	SMW + € 0.40	€ 15.31	€ 15.76	€ 16.10	€ 16.85	€ 17.69	€ 19.15
5	SMW + € 0.60	€ 15.77	€ 16.27	€ 16.64	€ 17.45	€ 18.36	€ 19.91
6	SMW + € 0.80	€ 16.25	€ 16.79	€ 17.20	€ 18.07	€ 19.06	€ 20.71
7	SMW + € 1.00	€ 16.73	€ 17.33	€ 17.79	€ 18.73	€ 19.80	€ 21.53
8				€ 18.40	€ 19.40	€ 20.55	€ 22.39
9					€ 20.10	€ 21.33	€ 23.28
10						€ 22.15	€ 24.19
11							€ 25.13

#### 4. Statutory minimum wage

##### **Explanation of the statutory minimum wage as from the CAO's effective commencement date**

As from 1 January 2024, a statutory minimum wage per hour applies, and a minimum wage will no longer be referred to in terms of per week and per month. In calculating the statutory monthly minimum wage, the number of workable days in a year (2024 = 262; 2025 = 261 workable days) must be taken into account. The monthly wage can be calculated by multiplying the statutory minimum wage of a 21-year-old worker by a factor of  $7.6 \times 262 / 12$ . It is important that, irrespective of the number of weekly working hours, every employee is paid per hour at least the statutory minimum hourly wage as determined by the government.

Peak workers (Article 11), university students, pupils, and holiday workers (Article 12), and employees with a work restriction (Article 13) are paid in line with at least the gross statutory minimum wage applicable to them or a wage derived from it. Also refer to Article 34, paragraph 4.

As from 1 January 2024, the statutory hourly minimum wage is € 13.27. The statutory monthly minimum wage is calculated on the basis of the number of workable days, which is 262. For a 21-year-old worker, this comes to  $€ 13.27 \times (7.6 \times 262 / 12) = € 2,201.94$ .

As from 1 July 2024, the statutory hourly minimum wage is € 13.68. The statutory monthly minimum wage is calculated on the basis of the number of workable days, which is 262. For a 21-year-old worker, this comes to  $€ 13.68 \times (7.6 \times 262 / 12) = € 2,269,97$ .

##### **Statutory minimum wage/youth wage percentages for the aforementioned groups**

The statutory minimum wage is reviewed on 1 January and 1 July of each year. Refer to [Minimumloon | Rijksoverheid.nl](https://www.rijksoverheid.nl/onderwerpen/minimumloon) for current amounts (only available in Dutch).

Statutory minimum wage/youth wage percentages

<b>Applicable as from 1 July 2019</b>	
<b>age</b>	<b>% of the SMW</b>
<b>21 years and older</b>	<b>100%</b>
20 years	80%
19 years	60%
18 years	50%
17 years	39.5%
16 years	34.5%
15 years	30%

## **APPENDIX 5            The Colland Arbeidsmarkt Social Fund, referred to in Articles 40 and 41 of Chapter 6, Article 49 of Chapter 8, and Article 51 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. 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 50 of Chapter 8

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 1.15% of his wage (contribution level for 2024) 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 2024). 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 2.14b of the Dutch Working Conditions Decree [*Arbeidsomstandighedenbesluit*], 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 50 of Chapter 8, 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 43, 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.

### Szasz

Onderlinge Waarborgmaatschappij Szasz, 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 Szasz, the employees will automatically receive an offer. As soon as the employee is registered with the Szasz 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 Szasz 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 Szasz 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 Szasz allowance will stop once the insured person has reached the AOW age, or the age of 70 if this is sooner. Szasz applies the age of 70 as the upper limit.

**More information?**

See [www.sazas.nl](http://www.sazas.nl) for more information about the Sazas 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@sazas.nl](mailto:info@sazas.nl).

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

## 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 Chapter 3, Article 22;
- b. ask the employer for a list of temporary employment agencies he has used in any given period, pursuant to Chapter 9, Article 53;
- 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 Chapter 1, Article 1, paragraph 3 and to Article 58;
- 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 59;
- 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 58.

### 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 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, Pompmolenlaan 10C, 3447 GK 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.

Collective Labour Agreement for the Greenhouse Horticulture Sector from 1 January 2024 to 31 March 2025  
Including first interim change as from 1 January 2024

**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 Chapter 8, Article 48**

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 18.

The pension scheme is an average-pay scheme [*middelloonregeling*], 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. For more information, participants can consult [Home | BPL Pensioen](#).

Scheme administrator

The pension scheme is administered by BPL 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 resources available for the objectives pursued by the parties through *Kasgroeit*.

### 3. Mapping flexible employment versus permanent employment

The parties recognise the importance of remaining committed to prompting the 'permanent' hiring of workers as well as encouraging good employment practices when making use of agencies. They aim to pursue strategic consultations by continuing to discuss the report on the investigation conducted in 2023 in order to develop it in more detail. For this purpose, they wish to organise a joint meeting during the summer of 2024.

### 4. Future agenda

During the term of the CAO, the parties will seek to review a number of technical points or recommendations relating to the CAO text:

#### a. Provisions relating to the rights and obligations of employers and employees if the employee is incapacitated for work.

The parties will review the memo with focal points concerning provisions relating to the rights and obligations of employers and employees if the employee is incapacitated for work.

#### b. Scope

The parties will review the scope of the CAO.

#### c. Trainee allowance

The parties will discuss the Dutch Labour Foundation's letter [*Stichting van de Arbeid*, abbreviated to STAR] in which they are requested to discuss the trainee allowance.

#### d. Quality control assistant

The parties will examine the need for a reference job description regarding quality control staff in the Handbook of Job classifications for the Greenhouse Horticulture Sector [*Functiehandboek Glastuinbouw*].



## Appendix 13

## Temporary agency work and hired personnel, as referred to in Chapter 9, Article 53

### 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. In the Netherlands, temporary employment agencies are required to comply with either the ABU CAO or the NBBU CAO. Both CAOs state that the agency must pay its workers the hirer's or user company's remuneration as well as take into account whatever other elements are included in the remuneration agreement.

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) the applicable period wage in the scale corresponding to the job category in which the agency worker is classified;
- b) the applicable working hours reduction [*arbeidsduurverkorting*; ADV]. This may - at the agency's discretion - be compensated in time and/or money;
- c) all bonuses;
- d) initial pay rises at the same time and just as high as in the user company;
- e) all expense allowances;
- f) incremental increases (amount and time as determined in the user company);
- g) compensation for work-related travel hours and/or travel time (unless these are already allocated as hours worked);
- h) one-off payments, irrespective of purpose or reason, not being a periodically repetitive payments;
- i) Homeworking allowances [*thuiswerkvergoeding*];
- j) Fixed year-end bonuses (amount, timing and conditions as determined in the user company).
  - Fixed end-of-year bonuses include all income components paid on an annual basis or periodically recurring payments, such as the 13th-month bonus, end-of-year bonus, and Christmas bonus [*kerstgratificatie*];
  - Allocation takes place in line with the agreements in place in the user company, such as the moment of payment (a particular date and/or on termination of employment) and the conditions applicable to allocation.

- If arrangements have been made at the user company to incorporate the fixed end-of-year bonus into an exchange scheme for employment conditions, such as an individual choice budget [*individueel keuzebudget*, or IKB], but the scheme, in full or in part, is not yet paid to the agency worker, the fixed end-of-year bonus in the user company's exchange scheme will be referred to, allocated to agency worker under the same conditions applicable with the user company's organisation.

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. the applicable period wage in the scale corresponding to the job category in which the agency worker is classified .	<p>Chapter 4, Articles 32 to 34 Job evaluation, classification, increments, youth wages.</p> <p><b>Except</b> Article 12 Students, pupils, and holiday workers</p> <p><b>Except</b> Article 13 Employees with an occupational impairment</p>	<p><b>Note:</b> Wage tables per hour. 19 years = fully competent Deviating youth wages. See also Appendix 4.</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. All bonuses	<p>Chapter 3, Articles 15 to 24, and Articles 30 and 31.</p> <p><b>Rule:</b> The employer decides per agency worker whether they work under the regular shift roster or the annual hours model [jaarurenmodel].</p>	<p>Article 14 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 at the same time and just as high as in the user company	<p>Article 34 wages</p>	

Hirer's/user company's remuneration - CAO for temporary agency workers	Greenhouse Horticulture CAO	Remarks
e. All expense allowances	<p>Article 29 Overtime and meals</p> <p>Article 35 Commuting costs</p> <p>Article 36 On-call allowance</p>	<p><b>See also</b> Chapter 5, Article 35, paragraph 2</p> <p>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>
f. incremental increases amount and time as determined in the user company;	Chapter 4, Article 33, paragraph 3	
g. Compensation for work-related travel hours and/or travel time (unless these are already allocated as hours worked);		<p>The Greenhouse Horticulture CAO has no provision regarding compensation for work-related travel hours and/or travel time.</p> <p><b>NB:</b> If employment conditions over and above the CAO are in place with the employer, these will also apply to agency workers.</p>
h. one-off payments, irrespective of purpose or reason, not being a periodically repetitive payments;		<p>The Greenhouse Horticulture CAO has no provision one-off payments.</p> <p><b>NB:</b> If employment conditions over and above the CAO are in place with the employer, these will also apply to agency workers.</p>
i. Homeworking allowances [ <i>thuiswerkvergoedingen</i> ]		<p>The Greenhouse Horticulture CAO has no provision regarding fixed year-end bonuses.</p> <p><b>NB:</b> If employment conditions over and above the CAO are in place with the employer, these will also apply to agency workers.</p>
j. Fixed year-end bonuses (amount, timing and conditions as determined in the user company).		<p>The Greenhouse Horticulture CAO has no provision regarding fixed year-end bonuses.</p> <p><b>NB:</b> If employment conditions over and above the CAO are in place with the employer, these will also apply to agency workers.</p>

**NB:** The possibility to derogate from the chain provision referred to in Article 9, paragraph 1 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 Checklist Agricultural Quality Label for Flexible Housing as referred to in Article 56

The CAO stipulates that 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 requirements specified in the Checklist of the Agricultural Quality Label for Flexible Housing [*Agrarisch Keurmerk Flexwonen*], which include:

1	Administration, space, and privacy	Interpretation (and comments)	Major / minor
1.1	Application form	<p>The company states in the annual application form whether:</p> <p>A housing permit was issued or declined (add decision, see also standard No. 6).</p> <p>The company is a member of an organisation affiliated or associated with the Dutch Federation of Agriculture and Horticulture, LTO Nederland.</p>	Major
1.2	<p>The participant should conduct a self-assessment at least once a year in order to check the requirements of <i>Agrarisch Keurmerk Flexwonen</i>. Corrective measures should be implemented and documented, and these records should be submitted in the event of an audit.</p>	<p>In the event of non-conformity to the standards, the participant should add a remark on the component in question. In doing so, corrective measures that were implemented should be documented in order to prove they were implemented. The self-assessment must be carried out prior to the audit. If no self-assessment was carried out, the audit will be terminated.</p>	Major
1.3	<p>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 two years.</p>	<p>The company/employer ensures that the certification body is provided with a full and current list of all housing locations, specifying the number of occupants per location at what time/during what period, at least one week before the inspection. The list should go back at least one year and include rented accommodation, which should also meet the housing requirements.</p> <p>The auditor should be able to form a clear picture of the housing situation. Therefore, the accommodation should be available and accessible at the time of the audit. If, during peak situations, additional accommodation is provided for but not available during the audit, the accommodation should be assessed while in use by means of an extra audit. In that case, sections 1.2, 1.3, 6, 7, 8, 9, and 10 from this standard do not need to be rechecked. The accommodation does not actually need to be occupied. The '10% audits' (random audits) should take place at the moment the accommodation is in use.</p>	Major
1.4	Permitted types of housing include:	<p>Housing not specified in these categories is not permitted.</p> <p>- A hotel or guest house is understood to be</p>	Major

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	<p>a. regular house</p> <p>b. hotel/guest house</p> <p>c. housing units in a building complex</p> <p>d. chalets/residential units or mobile homes, provided these are equipped with central heating and double glazing</p> <p>e. accommodation at a recreational site</p> <p>f. temporary, other types of housing (category 'other') are possible, with the mini campsite with mobile housing or a youth hostel as a benchmark, provided that these are directly connected to the nature of the seasonal job. Mobile housing may be occupied for no more than four months during the period from 15 March to 15 October, unless the job takes longer or begins earlier owing to climatic conditions. Within category f, information about the housing will have been provided to the employee in advance, such as in the employment contract.</p>	<p>accommodation in operation. A location that formerly served as a hotel or guest house and is now used as a housing location for labour migrants falls under the heading 'housing units in a building complex'.</p> <p>- A studio is an independent one-room dwelling characterised by the absence of a separate bedroom.</p> <p>- Tents are not permitted.</p> <p>- Touring caravans may be occupied by no more than two persons.</p>	
1.5	No more than two people are allowed to sleep in the bedrooms of categories a, b, c, d, and e, or in mobile housing (in category f).	People may sleep for no more than four months in the hostel setting referred to in category f.	Minor
1.6	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.	Living space refers to the overall available user surface [ <i>gebruikersoppervlakte</i> , or <i>GBO</i> ], which is a well-documented term also used by estate agents. See <a href="https://www.waarderingskamer.nl/hulpmiddelengemeenten/meetinstructies-gebruiksoppervlakte-inhoud/">https://www.waarderingskamer.nl/hulpmiddelengemeenten/meetinstructies-gebruiksoppervlakte-inhoud/</a>	Major
1.7	During inspections, if the accommodation is occupied at that moment, it will be checked whether the actual	Actual occupation refers to the number of people who live on the premises. Not all companies can be checked when the accommodation is in use. Some sectors are dealing with a short-term peak, making it physically impossible to visit all locations. If the regular audit takes place, the	Major

	occupancy is in line with the administrative records.	auditor must be able to form a clear picture of the housing. See also 1.1 (10% audits).	
1.8	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.	Verify people with employment contracts by way of a minimum random check of the square root of the number of occupants (with a minimum of five random checks with five or more occupants). It is not permitted to house workers who are not employed by the company itself or do not fall under the scope of the primary agricultural labour agreements. This also applies to self-employed workers [ZZP'ers]. By signing the statement of compliance (see 7), the company states that the workers to be housed are in its employment.	Major
1.9	The housing locations should be adequately maintained. State of maintenance to be assessed by the auditor; this includes waterproofness, levelling, and state of the insulation.	The accommodation must comply with contemporary Dutch standards in terms of hygiene and comfort (See 2.3). Adequate ventilation (mechanical or natural options) of the spaces should be possible. In addition, waste bins must be present in toilet and bathroom areas and in the kitchen. In terms of comfort, each space should be sufficiently warm and well lit (be made that way). In addition, beds should have mattresses.	Major
1.10	The following applies to categories d, e, and f: <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> </ul> Regarding category f: There is a heated company canteen to eat and relax, or an equivalent space.	- If, regarding category f ('other'), water tanks are being used, in view of hygiene risks, it must be indicated clearly - e.g. with a label - that it does not involve drinking water. The company canteen and/or kitchen and/or sanitary areas may be situated separately from the other accommodation but should be within 200 metres of the sleeping places. - 'Other buildings' are understood to be any type of building.	Major

<b>2</b>	<b>Sanitary appliances, safety and hygiene</b>	<b>Interpretation</b>	<b>Major / minor</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. The toilet needs to be lockable.	- The term toilet refers to a mechanically water-flushed toilet. A chemical toilet does not meet that definition. - If the minimum number of toilets is exceeded, these should also meet the requirements for safety and hygiene.	Major



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. The shower needs to be lockable.	If there are more than the minimum number of showers, these should also comply with the requirements for safety and hygiene.	Major
2.3	<p>Safety and hygiene:</p> <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>- Broken switches and wall sockets are not permitted.</li> <li>- Every occupant should have at least one wall socket available.</li> <li>- The meter box should be equipped with an earth-leakage circuit-breaker and a fuse or automatic circuit breaker/equipped with an earth-leakage circuit breaker and a fuse fitted with a strip wire.</li> <li>- In wet areas, all sockets and light fittings must be earthed and in compliance with the Dutch Building Decree (NEN 1010).</li> <li>- Furthermore, the building should also be safe for the occupants. In this respect, attention needs to be paid to stairs (a banister should be present), landings (sufficient space, no storage), lighting in common areas, free access to and through emergency exits, no draughts and/or broken windows.</li> </ul>	<p>A cleaning policy/scheme should be in place that indicates what needs to be cleaned and how often. It should be evident that cleaning is taking place on a regular basis.</p> <p>'Safety' includes things that are visible to the auditor, such as loose electrical cables or a visible overloading of the electricity network through extension cords and splitters. Situations that may cause danger or injury must be prevented. NEN 1010 applies zoning:</p> <ul style="list-style-type: none"> <li>• Zone 0: The space in the bath or shower tray: at least IP67 12Volt;</li> <li>• Zone 1: Immediately above the bath or shower tray up to a height of 2.6 metres: at least IP65;</li> <li>• Zone 2: With a radius of 60 cm around the bath or shower tray: at least IP45;</li> <li>• Zone 3: Other parts of the bathroom: at least IP21.</li> </ul>	Major
2.4	Central heating systems, gas heaters and boilers should be demonstrably checked every two years.	<p>This should be demonstrated in the form of an invoice from the checking company and/or a verification report and/or a label on the device stating the name of the checking company. The checking company needs to be recognised or certified in the field of 'gas and heating' as specified on <a href="http://www.echteinstallateur.nl">www.echteinstallateur.nl</a>. New devices do not need to be checked until two years after their first use.</p> <p>From the moment the legislator makes it compulsory, only certified companies with</p>	Major

		skilled engineers are permitted to maintain central heating systems, heaters, and boilers. Separate gas-fuelled or oil-fuelled heaters are not permitted.	
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<b>3</b>	<b>Facilities</b>		<b>Major / minor</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.	The stated 30 litres per persons refers to the total. Observe operation, cleaning, and so forth. To determine contents, the guidelines of the manufacturer or supplier may be referred to, as stated on the original label in or on the device.	Major
3.2	Each occupant should have an individual and lockable storage space at their disposal.	Does not need to be mandatory in the bedroom. If the occupant is housed alone in the room, the possibility to lock it will be sufficient.	Major
3.3	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.	Also refer to standard No. 5 (safety).	Minor

<b>4</b>	<b>Information provision and other requirements</b>	<b>Interpretation</b>	<b>Major / minor</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>- summarised house and living rules in the occupants' national languages</li> <li>- an evacuation plan and emergency procedure</li> </ul>	The <a href="http://www.werkgeverslijn.nl">www.werkgeverslijn.nl</a> site provides a sample information card developed by Stigas. The card needs to include the procedure in the event of emergencies. This can be a floor plan of the location, directions to the escape route, or other instructions. A crucial aspect is whether, at a central place on the location, temporary occupants are informed in an understandable manner about how to act in an emergency. The location's address details should also be included so that the emergency services can be given the right location.	Major
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.	The auditor must be able to form a clear picture of the entire housing location.	Major

5	Fire safety	Interpretation	Major / minor
5.1	<p>Fire extinguisher:</p> <ul style="list-style-type: none"> <li>• approval and shelf life must be verifiable; to be inspected every two years. Checks are to be carried out by an REOB-certified company/person.</li> <li>• there should be at least six kilograms/litres of extinguishing agent</li> <li>• clear instructions displayed on the fire extinguisher</li> <li>• a fire extinguisher of at least two kilograms/litres should be situated within five metres of the cooking area.</li> </ul>	<p>The REOB certification of the body that carried out the inspection should be displayed on the extinguishing device. The label should state when the inspection took place as well as when the next one will be due.</p> <p>Comment: Use of a powder extinguisher in a confined area will severely affect people's sense of perception, making it extra difficult to save people and pets or to apply other emergency measures. In such situations, water and foam extinguishers are preferred. A hose reel (water) is also a fire extinguisher.</p>	Major
5.2	Fire blanket (in each cooking area)	A good fire blanket is to be at least 100 cm x 100 cm but 120 cm x 120cm is better.	Major
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. Measuring should be done from the centre of the device.	<p>A CO detector must also be present if there is a potentially CO-producing appliance in the building (gas heaters, a central heating with an open combustion system, boilers). This is not necessary with a stove. Smoke detectors must also be installed in residential units and touring caravans (category f) in such a way that the alarm can be heard clearly by the occupants. In principle, all smoke alarms should be operative, with one alarm per floor and/or location being tested by the auditor.</p> <p>If there is a central fire alarm system, it needs to be tested in line with NEN 2654-1 by a certified company at least once a year. Refer to <a href="http://www.preventiecertificaat.nl">www.preventiecertificaat.nl</a> for certified companies.</p>	Major

6	Municipal requirements	Interpretation	Major / minor
6	<p>If a permit has been</p> <ul style="list-style-type: none"> <li>• issued, the accommodation should meet at least the requirements stated in this permit with regard to the quality of the</li> </ul>	The company is to report the status of the permit on an annual basis. If a permit application is pending, this will be indicated in the file.	Major

	<p>housing;</p> <ul style="list-style-type: none"> <li>declined for constructional reasons that may affect safety, it should be demonstrably shown that the shortcomings observed in that respect were resolved.</li> </ul> <p>If no municipal policy is in place and/or no permit was applied for, testing will take place based on the AKF standard.</p>	<p>The quality label does not imply an obligation to apply for a permit. The enforcement of municipal policies is not within the scope of the <i>Agrarisch Keurmerk Flexwonen</i>.</p> <p>The company is responsible for the accuracy of the information given.</p>	
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7	Good employment practices	Interpretation	Major / minor
7	<p>The employer declares they have conducted themselves in the manner of a good employer, and have implemented the CAO for Open Cultivation, Greenhouse Horticulture, or Animal Husbandry in full, and confirm this by signing a statement of compliance. This statement will be valid for 12 months. A copy of this statement should be kept and filed by the certification body.</p>	<p>See statement of compliance. Can also be found via <a href="http://www.werkgeverslijn.nl">www.werkgeverslijn.nl</a>.</p>	Major

8	Complaints procedure	Interpretation	Major / minor
8	<p>A complaints procedure should be in place within the company for complaints relating to the agricultural quality label for flexible housing [<i>Agrarisch Keurmerk Flexwonen</i>]</p>	<p>The aim of the complaints procedure is to ensure that all complaints are recorded and dealt with. If complaints have been received, management should speak to the workers or their representative at least once every six months, and record the conversation in a short report. Corrective measures taken should be documented. Furthermore, as part of this procedure, a company will notify LTO Nederland if it is under investigation by the competent authority, local or otherwise, and/or has been penalised in relation to the scope. Refer to <a href="http://www.werkgeverslijn.nl">www.werkgeverslijn.nl</a> for a non-standard example of a complaints procedure.</p>	Major

9	Use of logos	Interpretation	Major / minor
9	The certificate holder is authorised to use the <i>Agrarisch Keurmerk Flexwonen</i> logo (word and image) as well as the logos of the certification and accreditation bodies.	Use of the <i>Agrarisch Keurmerk Flexwonen</i> logo (word and image) should meet the requirements stated in Appendix B of this scheme. The same applies to using the logos of certification and authorisation bodies in line with the applicable rules.	Major

## Appendix 15

## 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 Agrarisch en Groen**

Postbus 9208, 3506 GE Utrecht  
Hertogswetering 159, 3506 GE Utrecht  
Klantenservice +31 88 368 0368

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

[agrarischgroen@fnv.nl](mailto:agrarischgroen@fnv.nl)

#### **CNV**

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  
Dr. Stolteweg 2, 8025 AV Zwolle  
+31 88 888 6688  
[www.ltonoord.nl](http://www.ltonoord.nl)

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

Postbus 240, 8000 AE Zwolle  
Dr. Stolteweg 2, 8025 AV 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 17          Handbook of Job Classifications, as referred to in Article 32**

The Handbook of Job Classifications forms an integral part of this collective labour agreement (with the exception of groups K, L, and M). 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 12 November 2019.