COLLECTIVE LABOUR AGREEMENT

FOR THE

OPEN CULTIVATION SECTOR

1 March 2023 through 30 June 2024

including 1st interim amendment as of 1 March 2023

This translation of the 2023-2024 Collective Labour Agreement for the Open Cultivation sector [cao voor de Open Teelten 2023- 2024] is meant as a service to non-Dutch-speaking employees and has been prepared with the utmost care. However, the parties to this collective agreement accept no liability for errors or omissions in this translation nor for any direct or indirect consequences of acting or failing to act based on this translation. No rights whatsoever can be derived from the contents of this translation. In case of difference of interpretation, this translation cannot be used for legal purposes. The text of the original Dutch document prevails in all cases. Disputes with regard to this agreement may only be submitted to a competent Dutch court.

The Collective Labour Agreement for the Open Cultivation Sector was concluded between:

The Netherlands Federation of Agricultural and Horticultural Organisations (LTO-Nederland) in The Hague,
The Netherlands Fruit Growers Organisation (NFO) in Zoetermeer,
The Royal Trade Union for Tree nursery and Bulb Products (Anthos) in Hillegom,
The Royal General Association for Flower Bulb Culture (KAVB) in Hillegom

and

FNV in Utrecht,
CNV Vakmensen.nl in Utrecht.

PREFACE

This document is the Collective Labour Agreement (CLA) for the Open Cultivation Sector, which is in force from 1 March 2023 through 30 June 2024.

This CLA applies to the following sectors: arable farming, flower bulb cultivation, outdoor flowers, tree nursery, fruit cultivation, and open field cultivation.
A job manual for the open cultivation sector, available as a separate publication, accompanies this CLA.

By order declaring the collective agreement binding on an entire industry (the "Order"), most of the provisions of this CLA apply to all employers and employees who, upon its entry into force or during the term of the Order, fall or become subject to its scope .
Some provisions were disregarded when the application to declare the collective agreement binding on the entire industry was made. These provisions are therefore binding only on organised employers and their employees. Provisions on pensions are governed by the pension regulations. These provisions are imposed on all employers/employees covered by the pension fund, not by way of the CLA, but by rendering participation in the pension fund obligatory.

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

Health and safety catalogues
Within the open cultivation sector, four health and safety catalogues are available for the subsectors of arable farming and open field cultivation, flower bulb cultivation and flower bulb trade, tree nursery and perennial plant cultivation, and fruit cultivation. The health and safety catalogues are available on the website www.agroarbo.nl.

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CHAPTER 1 General provisions

Article 1 Scope

Paragraph 1 In this CLA, employer means:

a. The one who operates a company, the business activities and/or work hours of which are devoted exclusively or mainly to open cultivation.
Work hours include hours spent on open cultivation within the company by engaging agricultural contracting firms, temporary employment agencies, and other third parties.
Open cultivation means:
- Outdoor vegetable cultivation and vegetable cultivation not permanently taking place under glass or plastic. This includes cultivation and propagation that takes place under glass in the tree nursery sector;
- All (wholesale) trading activities in tree nursery. This includes trade in woody plants and perennials.

b. Anyone operating a company including a unit:
- business activities of which consist exclusively or predominantly of open cultivation activities and:
- the number of hours worked in which constitutes more than 50% of the total number of work hours in the company.

This does not apply if another CLA, registered with the Ministry of Social Affairs and Employment, is in force for that entire company.

c. Anyone who, by order of or on behalf of the company referred to under (a) and/or (b), carries out activities involving the sorting, packaging, processing, loading, and unloading of the products of the company referred to under (a) and/or (b).

d. Legally independent units of companies within the meaning of Article 2:24b of the Civil Code, the business activities and/or work hours of which are devoted exclusively or predominantly to open cultivation.

e. A personnel company within a group within the meaning of Article 2:24b of the Civil Code of which at least 75% of the total number of hours worked by the employees are worked at one or more other group units whose business activities consist exclusively or predominantly of open cultivation.

f. 'Predominantly' means a case where the number of work hours exceeds 50% of the total work hours within the company. Work hours include hours spent on open cultivation within the company by engaging agricultural contracting firms, temporary employment agencies, and other third parties.

Paragraph 2 If the company meets the provisions of Sections 2:24a ff. of the Civil Code and can be regarded as a subsidiary or as part of a group as referred to in Section 2:24b of the Civil Code, while the business activities of the various subsidiaries or groups of companies are substantially different in nature, the employer is allowed to choose which primary agricultural sector collective labour agreement or agreements applies, provided the choice does justice to the total activities of the company or companies concerned.

Paragraph 3 Without prejudice to the preceding paragraphs, the following applies:

a. If several business activities take place within one and the same company that fall within the scope of different CLAs in the primary agricultural sector, and

b. it cannot be determined whether the business activities and/or work hours are exclusively or principally covered by this CLA or by another CLA, the employer may determine which CLA will apply to its business, provided that the business activities on which that choice is based, form a substantial part of its business.

This classification by the employer can be appealed under the procedure described in Article 46 of this CLA.

Paragraph 4 **Exclusions**:

a. Temporary employment agencies are excluded from the scope ,
b. Agricultural contracting firms and/or other third parties, other than temporary employment agencies, that carry out work in the open cultivation sector are excluded from the scope , except as provided in Article 36.

Article 2 Limited application for some groups of employees

Paragraph 1 Chapter 3 and Chapter 4 of this CLA do not apply to an employee who receives an actual wage that exceeds the maximum wage for social insurance purposes.

Paragraph 2 Chapter 3 of this CLA does not apply to the employee appointed to the position of company manager who receives a wage lower than the maximum wage for social insurance purposes.

Paragraph 3 The maximum contribution income limit for employee insurance referred to in paragraphs (1) and (2) for the whole year amounts to:
2023: €66,956.
The contribution limit is reviewed annually. Employers will receive relevant information from the UWV Employee Insurance Agency.

Article 3 Definitions

Paragraph 1 **Employer**: The natural or legal person, who operates a company as referred to in Article 1.

Paragraph 2 **Employee**: The natural person employed by the employer on the basis of an employment agreement as referred to in Section 7:610 of the Civil Code.

Paragraph 3 **Seasonal worker**: An employee employed on the basis of a direct employment with the employer concerned for a fixed term, not exceeding 6 months, for relatively simple harvest-related work.

Paragraph 4 **Peak worker**:

1. An employee who performs seasonal, exclusively routine work related to harvesting and cultivation activities (including crop processing) of agricultural crops; and
   - performs the said work during a peak period (a period of increased workload) of up to 8 consecutive weeks per year; and
   - receives compensation equal to 0.7% of the applicable wage during his deployment during the peak period; and
   - is registered with the fund administrator by the employer no later than on the fifth working day.
2. Not coming under the scope of the definition of peak worker of paragraph (1) are:
   (a) an employee who consecutively, within the span of 6 months, enters into employment after a term of permanent or temporary employment with the same employer;
   (b) an employee on peak-time employment who enters into permanent or temporary employment with the same employer within 31 days.
3. An employee can enter into peak-time employment only once in a calendar year.
4. The peak work regulation specifically relates to contribution exemptions for the agricultural and green sector and is separate from any other (statutory) schemes.

Paragraph 5 **Intern**: A person, other than an employee, who gains practical experience in a company as part of their studies or training.

Paragraph 6 **Saturday helper**: An employee who works exclusively on Saturdays.

Paragraph 7 **Duty roster/work hours scheme**: A scheme specifying the times at which the employee starts, pauses, and ends their work.

Paragraph 8 **Job-specific qualifying age**: The age of 21 years or older.
Paragraph 9 **Young workers**: Employees aged 20 years or younger.
Paragraph 10 **Participation body**: The Works Council or employee representative body as referred to in the Works Councils Act.
Paragraph 11 **CC**: Civil Code.
Paragraph 12 **Public holidays**: New Year's Day, Easter Monday, Ascension Day, Whit Monday, both Christmas days, and the days designated by the government to celebrate King's Day and 5 May if this day falls in an anniversary year as recommended by the Labour Foundation.
Paragraph 13 **Parents and children**: in this CLA, step-parents and foster parents and step-children and foster children are equated to parents and children.
Paragraph 14 **Occupationally disabled person**: Person with structural functional limitations.
Paragraph 15 **Month**: A calendar month.
Paragraph 16 **Monthly wage**: The weekly wage multiplied by 52.2 and divided by 12.
Paragraph 17 **Weekly wage**: This is the actual wage divided by the number of agreed average work hours per week. The default working week is 38 hours long. In case of a shorter or longer work week, the actual pay is adjusted and multiplied by the factor X/38th. Also see the calculation method in Annexe II.
Paragraph 18 **Actual wage**: The gross wage agreed by the employer and the employee, excluding allowances and/or overtime pay.
Paragraph 19 **Hour**: A time period of 60 minutes.
Paragraph 20 **Work hours**:

a. The normal work hours in the case of full-time employment amount to 38 hours per week.
b. The time during which the employee:
    i. Performs work or must remain at the employer's disposal for that purpose;
    ii. In principle does not perform work in connection with the celebration of a generally recognised public holiday or another day designated by the Dutch government, insofar as these do not fall on a Saturday or Sunday, or in connection with the celebration of the King's birthday or another national holiday;
    iii. Does not perform work due to sickness or accident, or due to vacation, vocational training, or short-term absence.

Paragraph 21 **Job**: The characterisation of the work according to the system of the job classification manual for the agricultural sectors the employee has been engaged in.
Paragraph 22 **Job year**: The number of years that work in a particular job has actually been performed.
Paragraph 23 **Wage scale**: The job category specified by the job classification as listed in the wage structure in Article 17.
Paragraph 24 **Company manager**: The person in charge of a company/enterprise or of an organisational unit of it.
Paragraph 25 **Expired.**
Paragraph 26 **Temporary work**:

a. **Temporary employment agreement** The employment agreement under which one party, the employee, is placed at the disposal of a third party by the other party, the employer, in the performance or operation of that employer's profession or business, to perform work under the supervision and direction of the third party pursuant to an assignment given by that third party to that employer.
b. **Temporary worker**: The natural person who enters into a temporary employment agreement with the temporary employment agency, being the employee referred

to in this paragraph under (a), within the meaning of Title 7.10 of the Civil Code. For the purposes of this CLA, employees of agricultural contracting firms or other third parties who perform work within the scope of the CLA for the open cultivation sector are equated with temporary workers.

c. **Temporary employment agency**: The natural person or legal entity, including a agricultural contracting firm, secondment agency, or other third party, who places an employee as referred to in this paragraph under (a) with the employer.

Paragraph 27 **Health and safety catalogue**: In a health and safety catalogue, employers and employees describe how to comply with regulations for safe and healthy working. There are four health and safety catalogues for the open cultivation sector:

a. Arable farming and open field cultivation;
b. Flower bulb cultivation and flower bulb trading;
c. Tree nursery and perennial plant cultivation;
d. Fruit cultivation.

Paragraph 28 **Hirer's remuneration**: The legally applicable remuneration of the employee employed by the client, working in an equal or equivalent position to that of a temporary worker. The hirer's remuneration consists of:

a. Only the applicable period wage in the scale.
b. The applicable reduction in work hours. This can - at the temporary employment agency's discretion - be compensated in time and/or money.
c. Allowances for overtime, for working irregular hours (including public holidays), shifted hours, shift work and working under physically demanding conditions related to the nature of the work (including working under low or high temperatures, working with hazardous substances, or dirty work)
d. Initial wage increase, the amount and time of which are determined by the client.
e. Expense allowance (insofar as the temporary employment agency can pay this free of wage tax and social security contributions: travel expenses, costs of boarding, and other costs necessary on account of performing the job).
f. Increments (the amount and time to be determined by the client).

Paragraph 29 **Spouse**: Non-married persons of different or equal sex, who run a joint household on a permanent basis, shall be regarded as spouses, unless these are persons between whom blood relations in the first or second degree exist.

Article 4 Obligations of employee and employer organisations

Paragraph 1 All employee and employer organisations undertake to comply with this CLA.

Paragraph 2 All employee and employer organisations undertake to promote compliance with this CLA by their members by all means at their disposal.

Paragraph 3 All employee and employer organisations undertake to promote individual employment agreements in the sector to which this CLA is declared applicable.

Article 5 Obligations of the employer

General

Paragraph 1 The employer undertakes not to hire or retain employees on terms contrary to the provisions of this CLA.

Paragraph 2 Upon consultation, the employer will provide an opportunity to perform trade union activities to the extent that it does not interfere with the normal operation of the organisation.

Paragraph 3 The employer, as referred to in one of the CLAs listed below (according to the latest renewal all valid through 31 March 2001), undertakes as follows with respect

to employees who were already employed by it at the time this CLA was concluded. The employer will maintain in full the individual rights, which the employee has accumulated through deviations in their employment agreement from the aforementioned CLAs, in those cases where the new CLA does not contain an agreement on the subject concerned:

a. CLA for the mushroom cultivation sector;
b. CLA for the agricultural sector;
c. CLA for the horticulture sector;
d. CLA for the tree nursery sector;
e. CLA for the flower bulb cultivation sector.

Course of conduct in the case of a takeover, merger, reorganisation, and business discontinuation

Paragraph 4 Course of conduct:

a. The employer will not implement an intention to take over, merge, reorganise and/or terminate a company unless the trade unions and the participation body are informed in good time.
b. All employers must contact the relevant trade union or unions regarding the legal status of the employee(s) employed by it at such a stage of preparation that the decisions to be taken can still be impacted.

Social policy

Paragraph 5 Subject to the provisions of the Works Councils Act, the employer shall periodically inform and consult the participation body on the overall state of affairs in the company in general and, more specifically, on the personnel policy .

Paragraph 6 When appointing and employing the employee, the employer will provide equal opportunities to disabled and non-disabled workers as much as reasonably possible. The employer will strive to provide suitable employment for disabled workers.

Paragraph 7 Subject to objectively job-related requirements, it is not allowed to deny equivalent employees equal employment opportunities and equal opportunities in the work organisation on the basis of factors such as age, gender, sexual orientation, marital status, life or religious beliefs, skin colour, racial or ethnic origin, nationality, or political choice.

Paragraph 8 The employer is obliged to pursue a policy to ensure that employees in the work organisation are safeguarded as much as is possible against sexual harassment or intimidation. Sexual harassment or intimidation occurs if the employee is explicitly forced to undergo unwanted behaviour or sexual acts against their will by improper use of authority, which the person is bound under the employment agreement to comply with. Sexual harassment or intimidation also occurs when an employee is confronted in the work situation with words or acts of a sexual nature, which the employee clearly shows to be undesirable and/or which the perpetrator should reasonably understand the employee to consider undesirable.

Crop protection

The employer uses crop protection products in accordance with the instructions for use. It informs all workers about the safety recommendations.
For further information, see www.agroarbo.nl

Article 6 Employee obligations

Paragraph 1 The employee is obliged to look after the interests of the employer's company as a good employee, even if no express order is given to do so.

Paragraph 2 The employee is obliged to perform all work assigned to them by or on behalf of the employer, insofar as it can reasonably be required of them, and to do so to the best of their ability, observing all instructions and regulations provided.

Paragraph 3 The employee will adhere to the duty roster applicable to them as concerns working and rest times.

Paragraph 4 The employee is obliged to behave in accordance with those rules in force in the employer's company that are not in conflict with legislation or the provisions of this CLA, such as complying with regulations on wearing protective clothing and/or other means provided to protect the employee's welfare and health.

Paragraph 5 In case the employer asserts a claim for compensation against one or more third parties on the basis of or as a result of the employee's incapacity for work, the employee will provide the necessary information to this end.

Paragraph 6 An employee is obliged, if the company interest and or the job requires it, to undergo (further) training to the best of their ability.

Article 7 Industry Risk Inventory & Evaluation (RI&E)

Paragraph 1 A sector Hazard Identification and Risk Assessment (HIRA) has been developed for all sectors within the open cultivation sector. Information on the Industry Risk Inventory & Evaluation (RI&E) is provided by STIGAS (www.stigas.nl).

Paragraph 2 The parties agree to the methodology of this HIRA. The sector-specific HIRA instrument has been developed in line with the state of the art and in accordance with the model referred to in the Article 2.14b(2) of the Working Conditions Decree and is therefore deemed to be up-to-date, complete, and reliable.

Paragraph 3 If a company procures expert assistance from a certified occupational health and safety service, certified experts employed elsewhere can, in accordance with Section 14(1)(a) of the Working Conditions Act, also be hired to conduct and review a HIRA. This possibility also applies if the customisation scheme is used.

Paragraph 4 The employer will submit the Industry Risk Inventory & Evaluation (RI&E) carried out in the company and the action plan for review by one or more certified sectoral core expert(s). This may be a company doctor, an occupational and organisational expert, a safety expert, or an occupational hygienist. The HIRA and the plan of action are, together with the opinion by the core expert(s), submitted to the works council or employee representative body for approval.
Under Section 14(12) of the Working Conditions Act, this test is not required if an employer:

a. Has employees work a maximum of 40 hours per week; or
b. Generally employs 25 employees or less and uses a model to perform the risk identification and assessment.

Paragraph 5 The parties are committed to achieving the best possible occupational health and safety policy in the sector and continuously strive to offer employers and employees an adequate and sector-specific form of expert support in this respect. The health and safety catalogue health and safety catalogue is available at .

CHAPTER 2 The employment

Article 8 Start of the employment and termination of the employment agreement

Paragraph 1 **Nature of the employment agreement**

The employment agreement is entered into in writing:

a. Either for an indefinite period;
b. Or for a fixed term or a specific body of work.

Paragraph 2 **Probationary period**

When entering into an employment agreement for an indefinite period, a mutual probationary period of 2 months may be agreed, provided this is agreed in writing between the employer and employee. A shorter period can also be agreed in the employment agreement.

When entering into an employment agreement for a fixed term, a probationary period, agreed in writing between the employer and the employee, may apply:

a. For a maximum of 2 months in case of an employment agreement of two years or more;
b. For a maximum of 1 month in case of an employment agreement longer than 6 months and up to 12 months;
c. A probationary period cannot be agreed in case of an employment agreement for a term of 6 months or less.
d. For a maximum of 1 month if the end of an employment agreement for a fixed term is not set on a calendar date.

Paragraph 3 **Contents of the employment agreement**

A) The employment agreement shall, without prejudice to the provisions of Section 7:655 of the Civil Code, lay down the number of work hours agreed per time period (day, week, month, quarter, season, or year) and how the distribution of the hours over the time periods will take place.

B) The employment agreement shall be drawn up in duplicate. The employer shall ensure that the employee receives a copy of the agreement signed by both parties. Any amendments to the employment agreement must adhere to the same rules.

Paragraph 4 **Termination of the employment agreement**

a. An employment agreement is ended by way of termination, except in the case of:
   i. Resignation in mutual consent;
   ii. Instant dismissal for an urgent reason within the meaning of Sections 7:678 and 7:679 of the Civil Code;
   iii. Dissolution of an employment agreement pursuant to Section 7:671b of the Civil Code
   iv. And during or at the end of the probationary period, in which cases the employment relationship may be mutually terminated immediately and terminated without notice.
b. The employer needs permission from the UWV in accordance with Section 7:671a of the Civil Code to terminate the agreement. The notice periods as mentioned in Article 8(4)(c), and Article 8(4)(d), and Article 8(5), and the provisions of Article 8(6), shall apply to the termination of the employment agreement. Termination must take place in such a way that the end of the employment agreement coincides with the end of the month.

Notice periods

c. **Employment agreement for an indefinite period**
   i. With regard to an employee employed for an indefinite period, the following notice periods must be observed by the employer in the case of an employment agreement that, on the day of termination:
      - Has lasted shorter than 5 years: 1 month;

- has lasted 5 years or more but less than 10 years: 2 months;
- has lasted 10 years or more but less than 15 years: 3 months;
- has lasted 15 years or more: 4 months.

A notice period of 1 month applies to employees entitled to old-age pension.

ii. Insofar as no longer notice period arises from the stipulations under i, the notice period to be observed by the employer with respect to an employee aged 50 years or over who is employed for an indefinite period is at least 3 months.

iii. The notice period to be observed by the employee is one month.

iv. In case of an employment agreement for an indefinite period, no termination is possible during the first 12 months of the employment agreement, except during the probationary period.

d. **Employment agreement for a fixed term**
In case an employee is employed for a fixed term or for a specific work, the employment agreement ends by operation of law, without termination being required:

i. On the calendar date, or

ii. On the last day of the period or of the specific body of work specified in the individual employment agreement , or

iii. On the day when the work activities for which the employee was hired have reached such an end state that the number of employees exceeds the required capacity.

e. **Duty to give notice**. No later than one month before the end of an employment agreement for a fixed term lasting 6 months or more, the employer must give a written notice indicating whether the employment agreement will be continued after the expiry of the agreed term and, in case of continuation, under what conditions this will be possible. This does not apply to temporary employment agreements, the end date of which is not set to a calendar date.

f. If the employer uses a notice period that is shorter than 1 month, the employee is entitled to payment of wages over the that part of the notice period that is too short.

g. The employment agreement for a fixed term or specific body of work may also be terminated prematurely, if the employer and the employee have agreed thereto in writing when concluding the employment agreement for a fixed term or specific body of work, taking account of the notice period referred to under (c)(i) and (iii).

Paragraph 5 If permission is granted by the UWV, the notice period to be observed by the employer shall be shortened by the time (as stated in the dismissal permit) required by the UWV for processing the application, provided that the remaining notice period is at least one month.

Paragraph 6 **Termination in case of incapacity for work**

a. With respect to the provisions in the following paragraphs (c) and (d), the employee must comply with the rules that apply in case of sickness absence in the company and must to a sufficient degree cooperate with the rehabilitation obligations under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act.

b. If the employee without sound reason fails to cooperate, or cooperates to an insufficient degree, with the above provisions, the employer is allowed to cease paying wages, including the supplement, after having given prior warning and may, without prejudice to the provisions of (c) and (d), terminate the employment through the appropriate route.

c. If, after two years of incapacity for work (regardless of the percentage of incapacity for work), the occupational consultant establishes that there are no suitable rehabilitation possibilities within the employer's company, the employment may be terminated on the condition that, according to the UWV, sufficient rehabilitation activities have been carried out, that re-employment of the employee within a reasonable period of time is not possible, and that it is likely that no recovery will occur within 26 weeks.
d. If, according to the UWV, insufficient rehabilitation activities have been carried out by the employer, dismissal for incapacity for work is possible only after a maximum period of 3 years of incapacity for work.

Paragraph 7 **Termination when reaching state pension age**

The employment agreement shall end by operation of law on the last day of the month, in which the employee reaches state pension age.

Article 9 Special provisions for employment agreements for a fixed term

Chain provision for agreements of up to 9 months

Paragraph 1 In derogation from Section 7:668a(1)(a) and (b) of the Civil Code and by virtue of Section 7:668a(13) of the Civil Code, an interval of at least 3 months after no more than 3 employment agreements with a combined duration of no more than 9 months, including the interruptions between those employment agreements, have ended, applies to the positions listed in Article 9(3). This applies insofar as those jobs at the employer's company are seasonal in nature, due to climatic or natural conditions, and cannot be performed consecutively by the same employee for a period of more than nine months per year.

Paragraph 2 When entering into the employment agreement with the employee, the employer shall record that the employment agreement has been entered into as a seasonal agreement as referred to in Article 9(1).

Paragraph 3 The chain provision in Article 9(1), applies to company jobs on the basis of the following (reference) jobs from the job manual:
- Assistant member of staff I
- Assistant member of staff II
- Member of staff I
- Member of staff II
- Domestic services department member of staff

Paragraph 4 The option to deviate from the chain provision as presented in Article 9(1) can only apply to employment agreements entered into between an employer as referred to in this CLA and an employee as referred to in this CLA. Employers hiring staff from temporary employment agencies must ensure that this exception is not applied to temporary workers

Application

Paragraph 5 In case of application of Section 7:668a(10) of the Civil Code, Section 7:668a of the Civil Code shall remain inapplicable to employment agreements entered into solely or predominantly for the education of employees on block or day release.

Article 10 Peak-time work

Paragraph 1 The peak worker performs only routine work related to harvesting and cultivation activities (including crop processing) for a period of up to 8 consecutive weeks per year. Wages and working conditions are subject to the agreements in accordance

with Article 11(1) with respect to the seasonal worker.

Paragraph 2 The following are not covered by the definition of peak-time employment as referred to in paragraph (1):

a. employment directly following permanent or fixed-term with the same employer, within the span of 6 months; or
b. employment that is followed by permanent or fixed-term employment with the same employer within 31 days. See also Article 11(2).

Paragraph 3 The employer is obliged to report the peak worker to the fund administrator no later than on the 5th working day. If the employer fails to report the worker in time, the employment will not be considered peak-time employment and the employer will have to pay the full contributions for the employee.

Paragraph 4 An employee can only enter into peak-time employment once per calendar year.

Paragraph 5 The peak-time employment scheme specifically relates to contribution exemptions for the agricultural and green sector and is separate from any other (statutory) schemes.

Paragraph 6 Peak workers are remunerated in accordance with the statutory gross minimum (youth) wage applicable to them. To determine their hourly wage, the statutory minimum weekly wage is divided by 38 hours.

Paragraph 7 In addition, during their deployment during the peak time, the peak worker will receive compensation for not accruing survivor's pension to the amount of 0.7% of the applicable wage.

Paragraph 8 At the end of the employment of the peak worker, a surcharge of 20% is paid on the hourly wage, in compensation for the accrued holiday days and holiday allowance. The provisions of Section 16(2) of the Minimum Wage and Minimum Holiday Allowance Act apply. The compensation received by the employee for holiday days taken at their request, other than public holidays, will be deducted from this amount.

Paragraph 9 At the time of entering into this CLA, pursuant to the decision of the industry funds, peak workers are not liable to pay any contribution to the industry funds. The peak worker cannot derive any rights from the industry schemes.

Article 11 Seasonal worker scheme

Paragraph 1 **Wages and working conditions**

Insofar as not otherwise provided in the below, the same terms and conditions of employment apply to the seasonal worker as referred to in Article 3(3), as apply to all other employees in the open cultivation sector.

Paragraph 2 Term of the employment agreement

The seasonal work scheme can be applied for a continuous period of up to 6 months per calendar year and can extend beyond the turn of the year. Multiple seasonal work agreements may be entered into within this 6-month period.

Paragraph 3 In derogation from paragraph (2), if the period of seasonal work extends beyond the turn of the calendar year, a second period of seasonal work in the same calendar year is possible. The total period of seasonal work may not exceed 6 months within a calendar year. The interval between two periods of seasonal work must be at least 3 months.

Paragraph 4 **Remuneration**

a. The seasonal worker receives remuneration on the basis of the statutory minimum wage. To determine the hourly wage, the statutory minimum weekly wage is divided by 38 hours.
   Where applicable, the CLA youth wage percentage is applied in this connection. See Annexe V and Article 17(2)(f). For the purpose of calculating the hourly wage, normal work hours of 38 hours per week apply.

b. In case of an extension of the employment agreement , provided the employment agreement including the extension will not extend beyond 6 months, the remuneration and allowances payable to the seasonal worker also apply for the period of the extension.
c. If the period of up to 6 months for seasonal work is exceeded because of the extension of the employment agreement, the regular remuneration applies from the moment the period of 6 months is exceeded.
d. If the employee has, within the calendar year, in the period prior to the employment as a peak worker been employed by the same employer, the following applies: the period during which the employee has already been employed as a peak worker in that calendar year is deducted from the maximum period of 6 months that this employee can be employed as a seasonal worker. The interval between the period of peak-time employment and seasonal work work must be at least 31 days. During the period the employee is employed as a seasonal worker, the remuneration and allowances payable to seasonal workers apply. During the period the employee is otherwise employed, the regular remuneration and allowances apply.
e. If the employee has, within the calendar year, in the period prior to the employment as a seasonal worker, been employed in any way by the same employer, the following applies: the period the employee has already been employed in the calendar year must be deducted from the maximum period of 6 months during which the employee can be employed as a seasonal worker. During the period the employee is employed as a seasonal worker, the remuneration and allowances payable to seasonal workers apply. During the period that the employee is otherwise employed, regular remuneration and allowances apply

Paragraph 5 **Job classification**

The job classification referred to in Article 17 does not apply to seasonal workers.

Paragraph 6 **Work hours**

A work week of 48 hours on average may be agreed with a seasonal worker for the term of 16 weeks.

Paragraph 7 **Allowances**

In derogation from paragraph (1), seasonal workers receive the following allowances on their gross wages:

a. no allowance for the first 38 hours a week;
b. an allowance of 8.25% between 38 and 48 hours per week;
c. 25% for the next 7 hours (49 hours to 55 hours);
d. 100% for the next 5 hours (56 to 60 hours).

These allowances include the holiday allowance

Article 12 Saturday helper

Paragraph 1 **Wages and working conditions**

Insofar as not otherwise provided in the below, the same terms and conditions of employment apply to the Saturday helper as referred to in Article 3(6), as apply to all other employees in the open cultivation sector.

Paragraph 2 **Remuneration**

The Saturday helper receives remuneration on the basis of the statutory minimum wage. The CLA youth wage percentage is applied with respect to youth wage. For the purpose of calculating the hourly wage, normal work hours of 38 hours per week apply. See Annexe V and Article 17(2)(f).

Paragraph 3 **Allowances**

a. The Saturday helper is not entitled to allowances in accordance with Article 13(2),

(3), and (4), as included in this CLA.

b. The Saturday helper is entitled to an allowance of 20% over the hourly wage for all hours worked, which allowance serves as compensation for holiday pay and holiday days. The provisions of Article 16(2) of the Minimum Wage and Minimum Holiday Allowance Act apply.

CHAPTER 3 Working hours and working time

Article 13 General provisions

Paragraph 1 Duty roster/employment agreement

a. The employer and employee must annually agree in writing on the division of individual work hours and working time (duty roster). This also applies to any structural changes taking place over the course of the year in which the agreed work is performed.
b. A minimum working time of 3 hours applies per shift (attendance).
c. A break shorter than 10 minutes is part of the normal working time.
d. Travel time from the company to the place where the work is performed is considered working time.

Paragraph 2 Sundays and public holidays

a. No work will be performed on Sundays and public holidays, except if, in the opinion of the employer, the performance of work is urgently needed for business reasons and the employee agrees thereto.
b. On public holidays, continued payment of wages will take place if this day would be a working day for the employee concerned.
c. An allowance of 150%, being the hourly wage plus 50%, applies to work performed on public holidays. These hours qualify as overtime hours.

Paragraph 3 Non-standard hours allowance

a. A non-standard hours allowance is paid, to the amount of:
   i. 35% when working before 6am and after 7pm on Mondays through Fridays;
   ii. 35% when working on Saturdays;
   iii. 100% when working on Sundays;
   iv. 50% when working on Sundays, but **only** if the following conditions are met:
      - this Sunday is considered a fifth working day according to the duty roster **and**:
      - the duty roster listing this Sunday has been demonstrably handed at least four weeks in advance in writing by the employer to the employee in person.
b. If the employee and the employer agree to work on Saturdays instead of one of the days from Monday through Friday, no non-standard house allowance is due on Saturday when working after 6am and before 7pm.

Paragraph 4 Overtime allowance

Hours worked in excess of the agreed hours are overtime hours. An allowance of 35% (overtime bonus) applies for these hours.

Allowances paragraph (2) and paragraph (3)	Mondays through Fridays	Saturdays	Sundays		Holidays
12am - 6am	35%	35%	100%	50% [1)]	150%
6am - 7pm		35% (see exception in Article 13(3)(b))	100%	50% [1)]	150%
7pm - 12am	35%	35%	100%	50% [1)]	150%
Overtime paragraph (4)	35%	35%	100%	50% [1)]	150%

[1)] **Only if the conditions mentioned in paragraph (3a)(iv) are met.**

Allowances payable on account of paragraphs (2), (3), and (4) will not be added together; the

highest allowance applies.
These allowances include holiday allowance. The provisions of Article 16(2) of the Minimum Wage and Minimum Holiday Allowance Act apply.

Article 14 Basic scheme

Paragraph 1 General provisions

Insofar as the following paragraphs of this article do not deviate therefrom, the provisions of Article 13 shall apply.

Paragraph 2 Work hours and overtime

a. The work hours for full-time employment are 38 hours per week.
b. In derogation of subparagraph (a) of this paragraph, the employer and the employee may agree on a total of up to 42 work hours per week. Remuneration is increased proportionally.
c. Daily work hours are capped at 10 hours and weekly work hours are capped at 38 to 42 hours, depending on the agreement reached in subparagraph (b) of this paragraph.
d. The maximum work hours for a 15-year-old are:
- during a school week: a maximum of 12 hours per week, a maximum of 2 hours per day and
a maximum of 8 hours on a day off;
- during a holiday week: a maximum of 40 hours per week and a maximum of 8 hours per
day.
e. The maximum work hours for a 16 and 17-year-old are 160 hours per 4 weeks and 9 hours per day.

Paragraph 3 Payment of wages

a. The employee is entitled to a regular payment of wages (per week, 4 weeks, or month), based on the agreed work hours per week.
b. Additional pay due to overtime and in the form of allowances may be either paid in money or set off in time, according to the agreement reached between the employer and employee.

Article 15 Annual hours model

Paragraph 1 General provisions

Insofar as the following paragraphs of this article do not deviate therefrom, the provisions of Article 13 shall apply.

Paragraph 2 Application

The annual hours model can only be applied if such is laid down in writing in the company regulations and/or the employment agreement . It cannot be applied in combination with a zero-hours agreement or "min-max" agreement.

Paragraph 3 Individual annual hours standard

a. Except for overtime, total work hours in case of full-time employment amount to 1,983.6 hours per year.
b. In derogation from the provisions of subparagraph (a) of this paragraph, the employer and the employee may agree on a work hours total of up to 2,192.4 hours per year. Remuneration is increased proportionally.
c. The agreed annual work hours form the individual annual hours standard.

Paragraph 4 Work hours and overtime

a. Daily work hours are capped at 10 hours and weekly work hours are capped at 50 hours.
b. In the case of part-time employment, hours are only worked on the days (maximum of 10 hours) and/or half-days (maximum of 5 hours) agreed upon in the employment agreement.
c. Cases of the work available exceeding the workload forecast in the duty roster, unworkable weather, or lack of work are assessed in mutual consultations between the employer and the employee. The employer ultimately determines whether or not such is the case and, in principle, informs the employee well in time before the start of the work day whether work is to be performed and, if such is the case, how many hours are worked. The following applies in this connection:
    i. the employer is obliged to continue paying the periodic wages;
    ii. excess hours worked on this day count towards the annual hours standard to be met;
    iii. fewer hours worked on this day do not count towards the annual hours standard to be met;
    iv. except for overtime, a maximum of 10 hours per day and 0 hours on days/parts of the day off applies;
    v. each day on which work is started counts for at least 3 hours towards the annual hours standard to be met.
d. The employer must keep clear records and provide the employee with an overview of the balances of the hours built up and worked under the annual hours model at least once every quarter.

Paragraph 5 Leave and absence

a. The daily hours standard in the annual hours model is equal to 1/5th of the agreed average weekly work hours or, if the working pattern is laid down in the employment agreement, the number of hours that follows from the working pattern.
b. The following days count towards the annual hours standard to be met on the basis of the daily hours standard:
    i. holiday days;
    ii. public holidays on Mondays through Fridays;
    iii. leave on full pay.
c. Sickness absence counts towards the daily hours standard in the annual hours standard to be met.
d. Short absences without pay and parental leave are deducted from the annual hours standard to be met on the basis of the daily hours standard per day. The periodic wage is reduced by the wage value of the absence.

Paragraph 6 Payment and settlement of minus and additional hours

a. The fixed periodic wage is paid for each pay period, regardless of the hours worked.
b. Allowances and overtime are paid in addition to the periodic wage. Overtime does not count towards meeting the annual hours standard.
c. The employer's company regulations and/or the employment agreement will specify 1 annual settlement date for the minus and additional hours. The annual settlement date is the same for all employees in the company. In the absence of such a written record, 1 January will serve as the annual settlement date.
d. At the time of the settlement moment, the hours worked in excess of the agreed individual annual hours standard (additional hours) are paid in full, plus an allowance of 35% (this includes holiday allowance). At the employee's option, the first 80 additional hours may be added to the balance of non-statutory leave hours. Any remainder will be paid out with an additional allowance of 35%.
e. At the time of the settlement moment, the hours worked less than the agreed

individual annual hours standard (minus hours) are waived.

f. If employment did not commence and/or end on the settlement date, the balance of the additional or minus hours to be settled will be calculated pro rata.

Article 16 Additional provisions for the basic scheme and the annual hours model.

Paragraph 1 Shift work

The employer and the participation body may agree to introduce shift work. If the company does not have a participation body, the employer may introduce shift work, provided a majority of the employees concerned agrees therewith. Overtime and non-standard hours allowances apply in full to shift work.

Paragraph 2 Hot-weather timetable

The employer and its employee participation body may agree that a hot-weather timetable will apply within the company. If the company does not have a participation body, the employer may introduce a hot-weather timetable, provided a majority of the employees concerned agrees therewith. The overtime allowance applies in full to a hot-weather timetable, while derogating arrangements are to be concluded with respect to the non-standard hours allowance.

Article 16a Unworkable weather

Paragraph 1 A state of unworkable weather due to extraordinary natural circumstances exists if the employee cannot perform their (usual) work. The manager will, in consultation with the employee(s) concerned, assess whether a case of unworkable weather exists and when and for how long no work can be done as a result.

Paragraph 2 If an employee is unable to perform his work due to unworkable weather, regardless of the duration of this circumstance:

a. the employer is obliged to continue paying the actual wage;
b. the employee is required to perform other work at the company for the employer;
c. The following applies to the annual hours standard:
   - hours during which the employee performs substitute work count towards meeting the annual hours standard;
   - each day on which work has commenced for at least 3 hours counts towards meeting the annual hours standard;
   - if no work is performed on a day, the hours of that day do not count towards meeting the annual hours standard.

Paragraph 3 Contrary to paragraph (2)(a) and Section 7:628 (1) of the Civil Code, no obligation to continue paying the actual wage exists if work cannot be performed as a result of:

a. frost, glaze ice, snowfall as specified in paragraph (4)(a);
b. excessive rainfall as specified in paragraph (4)(b);
c. high water or other extraordinary natural circumstances as specified in paragraph (4)(c);

and:

d. the following number of waiting days has elapsed:
   - in case of frost, glaze ice, or snowfall: two working days in the period from 1 November through 31 March;
   - in case of excessive rainfall: 19 working days per calendar year;
   - other extraordinary natural circumstances: two working days per

calendar year.

Paragraph 4 a. Frost, glaze ice, or snowfall in the period from 1 November through 31 March. A state of frost exists when one or more of the following frost standards are met:
- the measured temperature has been lower than -3° Celsius between 12am and 7am;
- the measured temperature is -0.5° Celsius or lower at 7am and 9am;
- the measured temperature is -1.5° Celsius or lower at 9am;
- frost is still in the ground by 10am;
- the wind chill is -6.0° Celsius or below at 9.30am, according to the 9am measurement. No frost does have to exist in this case;

A state of glaze ice exists according to the measurement of the meteorological institute's weather station in the postcode area in which the work site the employee is or would be working at, is located.
A state of snowfall exists when the snow, regardless of its quantity, remains on the ground for at least 24 hours.

b. A state of excessive rainfall exists if, according to the measurement of the meteorological institute's weather station in the postcode area in which the employee is working at, it rains for at least 300 minutes on a working day between 7am and 7pm.

c. Other extraordinary natural circumstances:
- storm: wind force 8 on the Beaufort scale or higher
- heat: 35ºC or higher, or a daily temperature of 27º or higher for 5 consecutive days;
  or:
  for 3 consecutive days: night temperatures >18º and day temperatures >30º;
  or:
  for 3 consecutive days: night temperatures >20º and day temperatures >32º;
- excess water as a result of the flooding of rivers, ditches, etc., as well as due to regular rainfall and/or showers, rendering the work site inaccessible;
- the effects of frost or snow make work impossible or unsafe.

d. If there are no meteorological figures to substantiate whether a case of unworkable weather exists, the employer will itself keep records/photos to prove at a later date why the work could not take place, if such is required.

Paragraph 5 When the employer is not obliged to continue paying the actual wage by virtue of paragraph (3), the employer may apply to the UWV for unemployment benefits under the Unworkable Weather Scheme on behalf of the employee. The following applies in this connection:

a. the employer may, on a day on which the application of that UWV scheme is invoked, not allow the employee to perform (replacement) work or use a third party for the employee's usual work.

b. the employer supplements the affected employee's unemployment benefit to 100% of the actual wage.

Paragraph 6 If the employer does not apply for an unemployment benefit or if the application is rejected by the UWV, paragraph (2) applies and the employer is obliged to continue paying the actual wage.

Paragraph 7 a. For each day on which an employee cannot perform work due to weather conditions as referred to in paragraph (4) of this article, the employer will submit a report to the UWV in accordance with the implementation regulations, using the form made available for that purpose by the UWV. In doing so, it must report, for each employee, the number of work hours the work cannot be performed for, and at which work site, as well as

the employee's job and the reason for the employee being unable to perform the work.

b. The report by the employer to the UWV must be received by the UWV before 10am on the same day as the circumstances mentioned in paragraph (4)(a) and (c) of this article exist. At the same time as applying to the UWV, the employer is obliged to report the matter to the joint committee(paritaire.commissie@actor.nl);
c. The employee must receive notification of the fact that they do not have to appear at work that day due to weather conditions before 10am or has to have been actually sent home by the employer in this connection.

CHAPTER 4 Job evaluation and remuneration

Article 17 Job classification and remuneration

Paragraph 1 **General**

a. The employees' jobs are or will be classified in job categories, as listed in the Open Cultivation Job Manual, on the basis of the ORBA system of job evaluation.
b. The classification is listed in the Open Cultivation Job Manual and applies to this CLA. This manual forms part of this CLA. Please refer to the Order declaring the collective agreement binding on the entire industry, UAW No 11818, Government Gazette 29 November 2016, No 49251, for its text. Annexe I contains the job matrix.
c. A wage scale based on the CLA applies to each job category. The wage scales stating gross hourly wages are enclosed as Annexe III and Annexe IV.
d. The employer is obliged to inform the employee of the job category the job they perform belongs to. It is also obliged to state the relevant job category in the written employment agreement.
e. If the employee so desires, the manual should be made available to them for inspection.
f. If an employee objects to their job description or job classification, they can follow the appeal procedure as laid down in the Open Cultivation Job Manual.

Paragraph 2 **The job classification does not apply to the following categories of employees**:

a. Peak workers referred to in Article 10 directly employed by an employer as referred to in this CLA.
b. Seasonal workers referred to in Article 11 directly employed by an employer as referred to in this CLA.
c. Employees performing work under employment services projects eligible for placement-promoting subsidy schemes.
   For each project, it must be agreed when the statutory minimum wage or the statutory minimum wage plus 10% or 20% will be paid out, such on the understanding that the employee will start receiving wages equal to 10% above minimum wage level no later than after 6 months (refer to Annexe V).
d. Employees with an occupational impairment.
   A separate wage scale has been introduced for employees belonging to the target group of the Participation Act, i.e., employees to whom the Sheltered Employment Act applies and persons receiving benefits under the Disablement Assistance Act for Handicapped Young Persons with work capacity who have been found to be unable to earn 100% of the statutory minimum wage (SMW) by performing full-time work due to occupational impairment. See Annexe V.
e. **Age scale**
   Employees who have not yet reached the job-specific qualifying age applicable to their wage scale are covered by the age scale and receive the pay corresponding to their age. Any changes take effect from the employee's birthday.
f. The wage under the CLA for an employee aged 20 and under is derived from the wage under the CLA for an employee aged 21 and over (scale 0 second half year), such in accordance with the percentages listed in the below:

i. 15 years 40%
ii. 16 years 45%
iii. 17 years 50%
iv. 18 years 60%
v. 19 years 70%
vi. 20 years 80%

Paragraph 3 **Years of service and experience**

a. Employees who have reached the job-specific qualifying age applicable to their wage scale are remunerated according to the years of service scale. This scale features a minimum and a maximum wage.
b. An employee is eligible for a periodic increase of at least one year of service, to the maximum of the scale applicable to their position, after each year of consecutive employment with the same employer, unless one or more circumstances as referred to in paragraphs (c), (d), and (e) occur or have occurred.
c. If the employee has not worked for more than 6 consecutive months in the previous calendar year due to incapacity for work or unpaid leave, no service year increase is awarded.
d. If an employee does not properly perform their job and the employee has been made aware of this in writing by the employer at least twice in the previous calendar year, without any improvement in performance resulting, no service year increase will be awarded. The latter shall be confirmed in writing by the employer. This is conditional on a functioning system of performance appraisals being in a place.
e. An employee, whose job is classified in class F or higher (both in the old and the new wage structure), and who does not yet have the skills and experience required to perform the job when they join the company, may be placed in a lower wage scale than that corresponding to that job for a maximum of 6 months, provided such is laid down in writing in the relevant employment agreement.

Paragraph 4 In derogation from paragraph (1)(c), an employee who does not yet have the specific professional and/or corporate knowledge required to perform the job when they join the company may be placed in starting grade B, against payment of 100% of the statutory minimum wage, such under the following conditions:

a. The employee's job is classified in job category B;
b. The employer shall give the employee the opportunity to follow the education/training necessary for the job;
c. The employee will be employed for a minimum term of 2 years, subject to the probationary period;
d. The scope of employment is at least 80%;
e. In year 1, the employee is placed in the starting scale and proportional to the employment corresponding to 100% of the statutory minimum wage applicable in case of a 38-hour work week.
f. After year 1, the employee will be classified in step B0;
g. After year 2, the employee will, in case of solid performance, move up the regular wage structure.

The employment as referred to in paragraph (4) may be terminated prematurely with the consent of the UWV or dissolved by the subdistrict court.

Article 18 Wage and compensation scheme

Paragraph 1 Each time it pays out wages, the employer is obliged to provide the employee

with a written specification of the amount paid, the amounts it is composed of, and of the contributions, taxes, and amounts withheld, as well as the expense allowances. The specification must further state the name of the employer and the employee as well as the period covered by the payment.

Paragraph 2 Wages are paid out regularly, either on an annual basis or according to the duration of the contract.

Paragraph 3 The employer and the employee may agree on a form of performance-based pay in writing, the weekly wage tables included in this CLA listing the minimum pay.

Wages

Paragraph 4 Increase and payment

The actual wages and wage scales are increased as follows:

a. As of 1 March 2023: 5.0%
b. As of 31 December 2023: 3.0%

The wage tables included in Annexe III and Annexe IV incorporate the above wage increases. Annexe II shows the method of calculating the wage increase for all open cultivation sectors.

Paragraph 5 The wages for all open cultivation sectors are calculated on the basis of a 38-hour work week. The following applies to employees who had already been employed under the regime of the CLA for the tree nursery sector immediately preceding this CLA and is being employed by the same employer: if the employee wishes to work a 38-hour work week against a wage recalculated in accordance with the previous provisions of this paragraph, they are no longer entitled to scheduled days off. Employees who were and still are employed by the same employer during the aforementioned period and who continue to work on the basis of a 38-hour work week in accordance with the provisions of the immediately preceding CLA, the wages not having been recalculated in the manner as referred to in this paragraph, retain their entitlement to 6 scheduled days off per year. If this situation applies to an employee working a 37.5-hour work week, the number of scheduled days off is 3 per year.

Article 19 Gross wage level and tax arrangements

Paragraph 1 If, at the employee's request, the gross pay level is adjusted downwards in the framework of tax arrangements, for example in connection with childcare or wage savings schemes, the employer will still be deemed to have complied with paying out the gross pay level arising from this CLA.

Paragraph 2 The employee may annually request the employer for grossing up, for tax purposes, the fees paid by them for membership of an employee organisation in the relevant calendar year. The employer must grant this request. The employer will make a provision in the work-related expanses scheme for this purpose.

Paragraph 3 At the employer's request, part of the gross wage can, in the framework of tax arrangements be converted into untaxed compensation, provided the employee has agreed to this in writing. The employee will be made aware of the consequences of this conversion. The conditions listed in Annexe XVIII apply to foreign workers.

Paragraph 4 At the request of the employees, taxed income components can be converted into untaxed compensation to the extent this is permitted by the applicable tax regulations.

CHAPTER 5 Incapacity for work

Article 20 Incapacity for work

Subject to the statutory provisions, the following applies in the event of incapacity for work:

Paragraph 1 With respect to reporting sick and verification requirements, the employee is obliged to follow the instructions of the occupational health and safety service and, where applicable, the company regulations. See Annexe XII.

Paragraph 2 Further rules providing for full or partial suspension or refusal of wage payment in case of sickness may be included in the company regulations if the employee is culpably unfit for work, refuses to comply with the verification requirements of the occupational health and safety service, does not sufficiently cooperate with rehabilitation activities, or refuses to perform suitable work.

Paragraph 3 To be eligible for the payment percentages referred to in Article 21, the employee must comply with the rules that apply in case of sickness absence in the company and cooperate sufficiently with the rehabilitation obligations arising from according to the Eligibility for Permanent Incapacity Benefit (Restrictions) Act. Whether this is the case is assessed by an independent expert, such as a company doctor or an occupational health expert.

Paragraph 4 The employer has a maximum efforts obligation to rehabilitate employees who are less than 35% incapacitated for work within or without the company.

Article 21 Employer payment obligations in case of incapacity for work and right of recourse

Paragraph 1 The determination of the amount of the time-based wage referred to in this article is based on the provisions of Section 7:629 of the Civil Code, i.e., the wage to which the employee - had they not become incapacitated for work - would have been entitled.

Paragraph 2 Employees whose employment ends during a term of incapacity for work are not entitled to the statutory continued wage payment obligation, as referred to in Section 7:629 of the Civil Code, or to the supplements as referred to in that Section, with effect from the day after the end of the employment.

Paragraph 3 Employees who are fully and permanently incapacitated for work and to whom the Fully Disabled Persons Income Scheme comes to apply within the first 2 years of incapacity for work are entitled to the supplements to the continued wage payment obligation as set out in this article.

Paragraph 4 **Continued wage payment obligation during the first period of 26 weeks (within the first year of incapacity for work**):

a. In case of incapacity for work, the employee will continue to be paid 70% of the time-based wage during the first 26 weeks of the statutory period, as referred to in Section 7:629 of the Civil Code.
b. During the first 26 weeks of the statutory period as referred to in Section 7:629 of the Civil Code, the employee receives, in addition to the statutory continued wage payment, a supplement to raise the total amount paid to 100% of the time-based wage.

Paragraph 5 **Continued wage payment obligation during the second period of 26 weeks (within the first year of incapacity for work**):

a. In case of incapacity for work, the employee will continue to be paid 70% of the time-based wage during the second 26 weeks of the statutory period, as referred to in Section 7:629 of the Civil Code.
b. During the second 26 weeks of the statutory period as referred to in Section 7:629 of the Civil Code, the employee receives, in addition to the statutory continued

wage payment, a supplement to raise the total amount paid to 90% of the time-based wage.

c. In the case of partial incapacity for work, pro rata payments are made.

Paragraph 6 **Continued wage payment obligation during the second and third year of incapacity for work**:

a. In case of incapacity for work, the employee will continue to be paid 70% of the time-based wage during the second year of the statutory period, as referred to in Section 7:629 of the Civil Code.

b. During the second year of the statutory period as referred to in Section 7:629 of the Civil Code, the employee receives, in addition to the statutory continued wage payment, a supplement to raise the total amount paid to 75% of the time-based wage. If the employee cooperates sufficiently with the rehabilitation obligations under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act, the supplement is increased to raise the total amount paid to 85% of the time-based wage.

c. In case a wage sanction is imposed on the employer by the UWV for culpable behaviour, the employer will, in the third year of incapacity for work pay compensation to the amount of 85% of the most recently earned wage.

d. In the case of partial incapacity for work, pro rata payments are made.

Paragraph 7 **Continued wage payment obligations with respect to employees who are less than 35% incapacitated for work**:

If, following the period of incapacity for work referred to in paragraph (6) of this article, the employee is, according to the UWV, incapacitated for work, or if this has been objectively established at an earlier stage, but this incapacity for work is less than 35%, the employee will, for as long as the employment with the same employer is continued, receive 90% of the time-based wage for a maximum of 5 years.

Paragraph 8 With respect to the determination of the amount of the supplement to the continued wage payment obligation as referred to in the previous paragraphs, the employee shall not receive more than the agreed time-based wage.

Paragraph 9 Pursuant to Section 6:107a of the Civil Code, the employer has an independent right of recourse in the event an employee's incapacity for work is caused by a liable third party.

Paragraph 10 Employer obligations:

a. If, in addition to a benefit under the Sickness Benefits Act, the Invalidity Insurance Act, or the Work and Income (Capacity for Work) Act, the employee is awarded monetary compensation or a benefit under any insurance prescribed by law or from any fund, participation in which is stipulated by or results from the employment agreement or a collective labour agreement, in the event of incapacity for work, the employer's obligation shall be reduced by the amount of such compensation or benefits, including the benefit under the Sickness Benefits Act, Invalidity Insurance Act, or Work and Income (Capacity for Work) Act.

b. The employer is obliged to continue paying wages and supplementing them in conformity with Article 21(3), (4), (5), (6), and (7), except insofar as the employee does not receive the monetary compensation or benefits referred to in Article 21(10a) because of their own non-compliance with the related regulations.

Paragraph 11 For the purpose of determining the supplement to the benefit under the Sickness Benefits Act referred to in the previous paragraphs, a benefit shall also include benefits and/or income deducted from the benefit under the Sickness Benefits Act.

Paragraph 12 If and to the extent that the benefit under the Sickness Benefits Act is paid via the employer and this benefit, following the deduction of the compulsory deductions, exceed the wage the employee is entitled to, the employer

is obliged to also pay the excess to the employee.

Paragraph 13 Suspension

a. The employer shall be authorised to suspend the payment obligations arising from this article for the time during which the employee fails to comply with the regulations set out in this paragraph with respect to the provision of information required by the employer to establish entitlement to wages.
b. The employer may no longer invoke any ground for withholding or suspending payment of wages, either in whole or in part, if it has failed to inform the employee within 4 days of the time the suspicion of the existence of this ground arose or should reasonably have arisen.

Paragraph 14 A separate SAZAS Sickness Absence Insurance exists. This insurance provides a Basic package to employers and a Plus package to employees. See Annexe VI.

Article 22 Support during absence

During the first 2 years of incapacity for work, the employee is entitled to support during absence under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act.

Article 23 Exceptions

Paragraph 1 Without prejudice to the provision included in Article 21, the employer is obliged under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act to continue to pay wages after a period of 104 weeks of incapacity for work for up to a maximum of 1 year and must also continue to work on promoting rehabilitation if:

a. During the processing of the application for a benefit under the Work and Income (Capacity for Work) Act, it becomes apparent that the employer, without having sound reasons to do so, did not or not fully comply with its best-effort obligations to rehabilitate the sick employee;

b. The employer and the employee jointly requested the UWV to extend the waiting period for application of the Work and Income (Capacity for Work) Act by up to one year.

Paragraph 2 The employer undertakes to continue paying 100% of wages if an expert opinion is requested from the UWV at the time of determining eligibility for a benefit under the Work and Income (Capacity for Work) Act. This is conditional on the request for an expert opinion having been made within 10 days of the decision on the application of the Work and Income (Capacity for Work) Act being issued and on the result of the expert opinion also being known within 30 days (see Annexe XIII).

Paragraph 3 In derogation from the provisions of previous paragraphs and with the exception of the provisions of Article 21(7), if the benefit under the Work and Income (Capacity for Work) Act starts at a later time than usual, the total period during which the employer has a payment obligation remains capped at 3 years after the first day of incapacity for work.

Article 24 Distribution of the differentiated Return to Work fund contribution

Paragraph 1 The employer can deduct half of the charges arising from the individual differentiated Return to Work fund contribution from the employee's (net) wage.

Paragraph 2 The power referred to in paragraph (1) also accrues to the employer who has taken out private insurance against the risk under the Return to Work (Partially Disabled Persons) Regulations or is self-insured under the Return to Work (Partially Disabled Persons) Regulations. See also Annexe XVI.

Article 25 Lapse of the employer's continued payment obligation

The employee does not have the rights referred to in Article 21 and Article 23:

Paragraph 1 If the sickness was caused by their intent, or is the result of a defect about which they, in the context of a pre-employment medical examination within the framework of the Medical Examination Act, Annexe XIV, provided false information, resulting in the assessment of the resilience requirements drawn up for the job not being correctly performed;

Paragraph 2 If they have not complied with the verification requirements in accordance with Article 20 and Annexe XII;

Paragraph 3 For such time as their recovery is hampered or delayed by their own actions;

Paragraph 4 For such time as they, despite being capable of doing so, do not perform suitable work for the employer or for a third party designated by the employer with the consent of the social security administration agency to which it is affiliated, which the employer grants them the opportunity to perform, without having a sound reason for not doing so;

Paragraph 5 If the employee does not cooperate in recovering expenses from third parties.

Article 26 Medical examination

Employees may, in accordance with the following graduated scale, have a targeted occupational health examination carried out at the employer's expense:

a. Between ages 35 and 44, once every 3 years;
b. Between ages 45 and 49, once every 2 years;
c. From 50 years of age, annually.

With due observance of the relevant legal provisions, the company regulations may opt for a different interpretation of the occupational health examination.

CHAPTER 6 Holidays and leave

Article 27 Holidays and holiday allowance

Paragraph 1 The holiday year runs from 1 January through 31 December.

Paragraph 2 Employees with a full-time employment agreement are entitled to 25 holiday days or an equivalent per year on the basis of this employment agreement. Employees with a part-time employment agreement are entitled to a number of holiday days or their equivalent in proportion to the scope of their employment agreement and the average hours worked.

Paragraph 3 Employees who have not reached the age of 18 at the start of the holiday year are entitled to 28 holiday days per year.

Paragraph 4 The employee is entitled to a holiday allowance in the amount of 8.25% of the actual wage paid by the employer (excluding allowances and/or overtime) as well as of the benefits to which they, while employed, are entitled under the Sickness Act, Chapter 3, Section 2(1) of the Work and Care Act and the Unemployment Act. The provisions of Section 16(2) of the Minimum Wage and Minimum Holiday Allowance Act apply. Employees with a part-time employment agreement are entitled to the above holiday allowance in proportion to the scope of their employment agreement and the average hours worked.

Paragraph 5 Employees from the age of 50 onwards are entitled to a number of additional holiday hours on an annual basis, as a percentage of the number of work hours referred to in Article 14(2)(a). Rounding is done to two decimal places. This concerns:

i. 0.4% at 50 years of age
ii. 0.8% at 55 years of age
iii. 1.2% at 58 years of age, and
iv. 2.0% at 60 years of age

Example 1:
The employee is 55 years old and works 38 hours a week.
They receive 38 hours x 52.2 weeks x 0.8% = 15.86 hours of additional annual leave.
Example 2:
The employee is 58 years old and works 32 hours a week:
They receive 32 hours x 52.2 weeks x 1.2% = 20.04 hours of additional annual leave.
Example 3:
The employee turns 50 on 1 June of the year and works 38 hours a week.
They receive 38 x 30(remaining weeks in the current calendar year) x 0.4% = 4.56 hours of additional leave in the current calendar year.

Paragraph 6 The holidays and the duration of the consecutive holiday period(s) are to be determined in good time and in advance by agreement between the employer and the employee.

Paragraph 7 If the employee has enjoyed more or less holiday days at the time of termination of the employment agreement than they are entitled to under the provisions of this CLA, the employer and the employee shall set off any excess or shortfall on the basis of the wage for those holiday days. Compensation in lieu of holidays not granted or not properly granted is not allowed while the employment relationship lasts, except for the non-statutory holiday days.

Article 28 Distinction between statutory and non-statutory holiday days

A distinction between statutory holiday days and non-statutory holiday days exists. Statutory holiday days expire on 1 July of the year following the year in which they were accrued. A different arrangement applies to non-statutory holiday days.
Annexe XVII contains more information on the new holiday law, statutory holiday days, non-statutory holiday days, the new expiry period and the old and new limitation periods, and the order of taking leave days.

Paragraph 1 In its records of holiday days accrued and taken, the employer shall distinguish between statutory and non-statutory holiday days.

Paragraph 2 The employee must apply for a holiday or holiday period in writing. The employee will receive the consent or refusal with respect to a holiday application in writing.

Paragraph 3 When holiday days are taken, those days that are in danger of lapsing or being time-barred will first be taken. See Annexe XVII with diagrams for the sequence.

Article 29 Holiday days during sickness

When the employee is sick, they accrue statutory and non-statutory holiday days.

Article 30 Additional holiday days in the case of long-term employment

Paragraph 1 With effect from 1 April 2001, the provision on additional holiday days in the case of long-term employment has lapsed.

Paragraph 2 Subject to the following paragraphs, this entitlement shall revive for employees who, on 1 April 2001, had accrued additional holiday days due to long-term employment under the old CLA applicable to them at that time and that was in force until
1 April 2001 and who is still, without interruption, being employed by the same employer. The number of days, accrued as of 1 April 2001, will be fixed. This means that no new rights can be created and/or accrued due to the length of employment.

Paragraph 3 The employee's entitlement to additional holiday days in the case of long-term employment due to revival of the entitlement referred to in paragraph (2) takes effect from
1 April 2003 and therefore has no retroactive effect.

Paragraph 4 The additional holiday days awarded under this article shall be deducted from the additional holiday days awarded on the grounds of reaching a certain age, as referred to in Article 27(5), insofar as these additional holidays do not exceed the entitlements under Article 27(5).

Paragraph 5 Paragraphs (2), (3), and (4) of this article do not apply if, on or before 1 April 2003, another scheme has been declared applicable in the company by the employer acting in consultation with the employee(s).

Article 31 Special leave

Paragraph 1 The Work and Care Act regulates the situations and conditions under which the employee is entitled to paid or unpaid special leave.
Adjustments to the Work and Care Act:

a. The employee is entitled to paid leave equal to once the number of weekly work hours following a delivery by a life partner or the person whose child the employee recognises. This birth leave must be taken within 4 weeks of the delivery.

b. The employee can take up to 5 weeks of additional birth leave after their partner has given birth. During this leave, the employee does not receive wages but benefits. The employee must take the additional birth leave within six months of the child's birth and they must have first taken the 5-day birth leave.
c. The employee is entitled to benefits from the UWV for 9 weeks of parental leave. This is conditional on the leave being taken in the child's first year of life. In the case of an adoption or of becoming a foster parent of a child under 8 years old, the condition is that the leave must be taken in the first year after the day of actual adoption or placement in foster care.

Paragraph 2 In derogation from the provisions of the Work and Care Act, the employee is entitled to paid leave in the following situations:
a. From the day of death up to and including the day of burial or cremation in the event of the death of the spouse, of parents or parents-in-law living at home and of children living at home, as well as in the event of the death of parents or parents-in-law not living at home insofar as the person concerned is a manager of their affairs;
b. During the day or during the service on the day of the funeral or cremation of children, grandchildren, children by marriage, parents, parents-in-law, siblings, grandparents, and brothers-in-law or sisters-in-law, provided the funeral or cremation is attended;
c. For a period of time to be determined in fairness by the employer, for up to a maximum of one day, if the employee is prevented from working as a result of the fulfilment of an obligation imposed on them personally, through no fault of their own, by or under the law, provided that this fulfilment cannot take place in their spare time. The customary wage will continue to be paid net of any compensation that may be obtained from third parties.

Paragraph 3 Contrary to and in lieu of the provisions of Section 5:9 through 5.10 of the Work and Care Act, the employer shall grant an employee's request for palliative leave (leave for terminal care of a terminally ill person) to take care of the employee's spouse, parent, or child. The employer and the employee come to agreements on how such palliative leave is taken. Holiday days and other employee benefits may be used to this purpose. Taking unpaid leave is also possible. Arrangements are also made regarding communication and any work still to be done during the period of palliative leave. The provisions of this paragraph also apply to bereavement leave to deal with the loss of a partner, parent, or child in such a way that the employee can resume work.

Paragraph 4 In addition to the provisions of the Work and Care Act, the employee is entitled to paid leave in the following situations:
a. For one day or shift in the event of the employee entering notice of marriage and for two days in the event of their marriage;
b. For 2 days in case of adoption of children by the employee;
c. For one day or shift in case of the wedding of a child, brother, sister, parent and parent-in-law, brother-in-law and sister-in-law insofar, as the wedding ceremony is attended;
d. For one day or shift on the 25th, 40th, 50th, and 60th wedding anniversary of the employee's parents, grandparents, or parents-in-law;
e. For one day when moving house in connection with the performance of the job.

Paragraph 5 Emergency leave

Leave on full pay for a time to be counted in fairness and reasonableness shall be granted to the employee when they are prevented from working due to a sudden event, which requires measures to be taken without delay by the employee concerned. At the employer's request, the employee must make a plausible case that an emergency actually occurred. This includes the time actually needed for necessary visits to a GP or specialist, insofar as this cannot be done in the employee's time.

Paragraph 6 In case any of the situations referred to in paragraphs (2) to (5) takes place:

- the employee must notify the employer of the absence at least one day in advance or as much earlier as possible, actually attend the event in question, and provide documentary evidence from pertinent bodies in advance or afterwards;
- the registered partner or the person of different or the same sex not married to the employee, whom a joint household is maintained on a long-term basis with, which cohabitation has been laid down by notarial instrument, shall also be regarded as a spouse, unless the person in question is related by blood in the first or second degree;
- a registered partnership is equivalent to a marriage.
- no continued payment of the relevant wage takes place in the event of proven abuse:

Article 32 Special leave without pay

If the business interests allows it, the employer is obliged to give the employee time off at their request - without continued payment of wage - to attend general meetings of trade unions.

CHAPTER 7 Older employees leave scheme, pension and death benefit.

Article 33 Older employees leave scheme

As from 1 April 2018, employees have the option to work fewer hours from reaching the age of 60. This scheme is administered by Stichting Colland Arbeidsmarkt. Applications are granted in accordance with the conditions set out in the award regulations. The scheme is as follows:

Paragraph 1 An employee who has, over a period of at least five consecutive years immediately prior to the effective date of participation in the scheme, worked at least 26 weeks a year for one or more companies in the Open Cultivation sector can reduce their current average work hours to 80% for a maximum period of five years from the age of 60 until their personal state pension age. Periods during which the employer continued to pay wages during sickness are counted towards this total.

Paragraph 2 An employee who is partially incapacitated for work within the meaning of the Invalidity Insurance Act or the Work and Income (Capacity for Work) Act may participate in the scheme, provided they meet the conditions for participation set out in paragraph (1).

Paragraph 3 The employer and the employee enter into a written agreement on the reduction of the work hours.

Paragraph 4 This agreement grants the following rights and imposes the following obligations on employers and employees:

a. The employee reduces their average work hours up to that point to 80% of that average;
b. The employee's gross weekly wage totals 90% of the last gross weekly wage earned.
c. One-ninth of the gross weekly wage to which the employee is entitled under the agreement referred to in paragraph (3) shall be deemed to relate to work hours not worked;
d. The employee shall receive holiday allowance on the wage actually earned;
e. The employee is entitled to 80% of the original holiday days as referred to in Article 27(2) and Article 27(5).
f. Pension is accrued on the wage referred to in paragraph (4)(b) in relation to paragraph (4)(a).
g. The employee and the employer shall, in the agreement referred to in paragraph (3), specify the day or days on which the employee does not work or works fewer hours;
h. The employee is not allowed to perform work on the work hours freed up as a result of participation in the scheme, either on the basis of an employment agreement or in the independent exercise of their profession or operation of their business.

Paragraph 5 The employer receives compensation from Stichting Colland Arbeidsmarkt for the lost work output of the employee participating in the reduced work hours arrangement.

Article 34 Pension

All employers and employees are obliged to comply with the provisions of the Articles of Association and Regulations of Stichting BPL Pensioen, insofar as they relate to them (see Annexe VII for further information).

Article 35 Death benefit

If the employee dies, a death benefit will be paid out by virtue of the provisions of Section 7:674 of the Civil Code.

CHAPTER 8 Other provisions

Article 36 Temporary work and temporary workers

Paragraph 1 Only temporary workers who are employed by a temporary employment agency, agricultural contracting firm, or other third party that has been awarded the NEN certificate and is registered in the Labour Standards Foundation Register or has applied for certification and meets the requirements of the Labour Standards Foundation quality mark are engaged.

Paragraph 2 The provisions of this CLA with regard to wages and other allowances, such according to the hirer's remuneration on the basis of the job classification, apply mutatis mutandis to temporary workers from day 1.

Paragraph 3 If the temporary employment agency applies the annual hours model, it is obliged to apply the preconditions laid down in Article 13, Article 14, and Article 15.

Paragraph 4 The hiring employer must demonstrably ensure in writing that the temporary employment agency, agricultural contracting firm, or other third party engaged complies with the obligations of paragraphs (1), (2), and (3). It can for example do so by including a provision in the contract with the temporary employment agency, agricultural contracting firm, or other third party.

Paragraph 5 In derogation from paragraph (2) of this article, temporary workers are exempted from the application of Article 17(4) of this CLA by virtue of Section 8(4) of the Placement of Personnel by Intermediaries Act.

Article 37 Posted workers (Posted Workers in the European Union (Working Conditions) Act)

Paragraph 1 In accordance with the provisions of the Posted Workers in the European Union (Working Conditions) Act, the provisions of this CLA declared binding in respect of:

a. maximum work hours and minimum rest periods;
b. minimum number of holiday days during which the employer's obligation to pay wages exists;
c. the wage structure in this CLA, including the job classification and experience (length of service) of employees, and/or nature of the work performed, wage scales including periodic system (also for youths);
d. the holiday allowance on the wage structure;
e. interim wage increases under the CLA;
f. overtime payment;
g. expense allowances: travel time allowance;
h. allowance for shifted hours;
i. public holiday allowance;
j. working on Sundays and public holidays;
k. training;
l. minimum wages, including holiday allowance, overtime compensation, and not including supplementary company pension schemes;
m. conditions for posting workers;
n. occupational health, safety, and hygiene;
o. protective measures relating to the terms and conditions of the employment of children, young people, and of pregnant women or women who have recently given birth;
p. equal treatment of men and women, as well as other non-discrimination provisions;
q. conditions concerning the accommodation of employees

also apply to posted workers (see Annexe XXI). In this context, "posted worker" means

any worker who temporarily performs work in the Netherlands in the context of the transnational provision of services under an employment agreement and who does not normally perform work in or from the Netherlands.

Paragraph 2 In addition to the provisions of paragraph (1), if the secondment referred to in paragraph (1) lasts for more than 12 months, all the provisions of the CLA that have been declared generally binding shall apply from the thirteenth month of secondment onwards.

Article 38 Trade union facilities

Paragraph 1 The employer will give the employees' organisations that are party to this CLA the opportunity to grant a paid director access to its company in mutual agreement.

Paragraph 2 If and to the extent a works council or other form of employee representative body has not already been set up, the employees' organisations are authorised, in the case of companies employing 5 or more employees and featuring at least 5 full-time jobs, to appoint a union liaison from and in consultation with the employees concerned.

Paragraph 3 The employer shall grant the union liaison up to 10 days of unpaid leave in order to participate in union activities.

Paragraph 4 The employer shall ensure that the liaison working a job in the company is not prejudiced, e.g., with regard to promotion or remuneration.

Paragraph 5 In case of a complaint by a liaison in respect of the above, they may seek the opinion of the parties to this agreement.

Paragraph 6 The employer will provide the persons referred to in paragraphs (1) and (2) with facilities to perform their duties, such as by providing a meeting space.

Paragraph 7 The employer is obliged to grant time off without pay to members of a union who are invited to attend or follow general union meetings or conferences and, insofar as business conditions allow, to allow them to follow training courses, without pay. Meetings with company members take place outside work hours.

Article 39 Social funds

A separate collective labour agreement with respect to the Stichting Colland Arbeidsmarkt (Colland CLA) exists.
The parties to this CLA concluded this separate collective labour agreement with other agricultural sectors. See Annexe VIII for further information on the Colland CLA.

Article 40 Jubilee bonus

With effect from 1 July 2002, the following conditions apply to employees who meet the following conditions after this date:

Paragraph 1 An employee who has completed 12.5 consecutive years of service with the same employer is awarded a benefit equal to 25% of a gross monthly wage;

Paragraph 2 An employee who has completed 25 consecutive years of service with the same employer is awarded a benefit equal to half a gross monthly wage;

Paragraph 3 An employee who has completed 40 consecutive years of service with the same employer is awarded a benefit equal to 150% of a gross monthly wage;

Article 41 Commuting expenses

Paragraph 1 **Distance allowance**

a. Employees will be paid compensation for the use of their own means of transport

if the distance from their home to the place of commencement of work exceeds 10 km.

b. The fee mentioned in a amounts to the following for the following distances:
   i. Over 10 km through 15 km:
   with effect from:
   - 1-1-2023: €4.14 per day worked.

   ii. More than 15 km:
   with effect from:
   - 1-1-2023: €5.73 per day worked.

   The above allowances apply to each day worked, regardless of the number of hours worked on that day.

c. Any acquired rights to the distance allowance will be respected. This is a distance allowance payable for to a distance of over 5 km through 10 km. This allowance is currently only applicable to employees with an employment agreement for an indefinite period who were employed by an employer on 1 July 2002 within the meaning of the provisions of Article 1(1), except in the case of the flower bulb sector, and amounts to:
   with effect from:
   - 1-1-2023: €3.26 per day worked.

d. If the employer provides company transport at its own expense, the compensation based on the number of km as referred to in paragraph 1(b) and (c) lapses.

e. If the employee voluntarily moves to an address further away from the workplace, no claim can be made for a distance allowance based on the new distance. Instead, the original commuting distance continues to determine the amount of the allowance.

f. On 1 January each year, the amounts referred to in the previous paragraphs shall be adjusted on the basis of the increase in the consumer price index for all households, the month of October in the year 2015 serving as reference, using the weighted average of the subgroups: "Purchase of vehicles" and "Expenditure related to the use of vehicles" of the transport and communication group. The rounded distance allowances listed in (b) and (c) of this article are increased by the calculated percentage. Rounding is done to two decimal places.

Article 42 Housing

Paragraph 1 If the employer offers housing to employees who are staying in the Netherlands, temporarily or otherwise, and with whom it has concluded an employment agreement, all facilities relating to such housing, including sanitary facilities, cooking facilities, heating, and the fire safety of the location, must at least meet all the below requirements.

Paragraph 2 The employer shall provide the housing at actual cost, subject to a weekly maximum of 20% of the employee's applicable statutory minimum (youth) wage based on a 38-hour work week. Charges include rent, water, and energy costs.

Paragraph 3 In order to be able to deduct housing costs from the statutory minimum wage, the conditions set out in the Labour Market Fraud (Bogus Schemes) Act and the associated Order in Council, Government Gazette 2016, no. 419, must be met, and permission must be granted by the employee to the employer, by way of a written power of attorney, to deduct the housing costs from the wages. One of these conditions is that housing should be certified by an accredited Certification Body for

that purpose, based on standards supported by employers and employees. The following two options are available in the agricultural sector:

- The company that deducts the housing costs has been awarded the Agricultural Flexible Housing Quality Mark (AKF). The company has been awarded the Agricultural Flexible Housing Quality Mark by a Certification Body. The company has also signed the self-declaration of compliance with the CLA as set out in Annexe XIX in this CLA.
- The company that deducts the housing costs has received certification from the Flexible Housing Standards Foundation (SNF).

1	**Records, space and privacy**	**Interpretation (and comments)**	**Major/minor**
1.1	Participation form	The company on the annual participation form declares whether: - A housing permit has been issued or refused (attach the decision, also see standard item 6). - The company is a member of an organisation affiliated or associated with the Dutch Federation of Agricultural and Horticultural Organisations.	Major
1.2	A self-assessment on the norm items should be carried out at least once a year by the participant so as to check whether it meets the requirements of the Agricultural Flexible Housing Quality Mark. Corrective actions should be implemented and documented, and the documentation should be presented during the audit.	In case of non-conformity, the participant should comment on the relevant component. All corrective actions implemented should be recorded, so that their implementation can be proven. The self-assessment must have been carried out before the audit. If this self-assessment has not been carried out, the audit will be aborted.	Major
1.3	The participant's records include a current list of all housing locations, stating the maximum number of residents per location. This current overview of housing locations and persons per location must already be available to the auditor before the audit and should be kept for at least 2 years.	The company/employer ensures that the Certification Body (CB) receives a complete and, on that date, current overview of all housing locations at least one week before the inspection, the number of occupants per time / period being stated for each location. This overview must cover at least 1 year. Hired locations must also be included. Such locations must also meet the housing requirements. The auditor should be able to obtain a good picture of the accommodation. The accommodation should therefore be available and accessible at the time of the audit. If additional housing is erected during peak times and if such housing is not available during the audit, such	Major

		additional housing should be assessed when in use, by way of an additional audit. The items 1.2, 1.3, 6, 7, 8, 9, and 10 of this standard do not need to be checked again during this additional audit. The accommodation does not necessarily have to be occupied. The so-called 10% audits (unexpected audits) should take place at the time the accommodation is in use.	
1.4	Permitted housing types: a. regular house b. hotel/guesthouse c. residential units in building complexes and studios, d. cottages/living units or mobile homes provided with central heating and double glazing. e. housing on recreation grounds f. temporary, other forms of housing (category other) with the mini camping with mobile housing or youth hostel serving as a reference example, are possible, provided they are directly linked to the nature of the seasonal work. Mobile housing may be occupied for a maximum of 4 months in the period between 15 March and 15 October, unless the work lasts longer or starts earlier due to climatic conditions. In case of category f housing, information about the accommodation offered must have been provided to the employee in advance, for example in the employment agreement.	Housing that does not fall into any of these categories is not allowed. - A hotel/guesthouse means a hotel/guesthouse that is in operation. A site that used to serve as a hotel/guesthouse and is now used as a housing location for migrant workers falls under the heading of 'residential units in building complexes'. - A studio is a self-contained one-bedroom house characterised by the lack of a separate sleeping area. - Tents are not allowed. - Touring caravans may be occupied by a maximum of 2 people.	Major
1.5	A maximum of 2 people may sleep in bedrooms in housing of categories a, b and c, d, and e or in mobile housing (category f).	More people may sleep in one room in the youth hostel setting of category f, albeit for a maximum of 4 months.	Minor
1.6	Residents have a minimum of 10.00 m² of enclosed living space per person; this must be at least 12.00 m² in a regular house.	Living space refers to total available usable area (UA). UA is a well established term also used by estate agents, for example, see https://www.waarderingskamer.nl/ hulpmiddelengemeenten/ meetinstructies-gebruiksoppervlakte-inhoud/	Major

1.7	If the accommodation is currently in use during the audit, the actual occupancy is checked against the records.	Actual occupancy refers to the number of people living there. Not all companies can be audited at the times when housing is in use. Some sectors experience a short-term peak, making it physically impossible to visit all sites. When the regular audit takes place, the auditor should be able to obtain a good picture of the housing. See also 1.1 (10% audits).	Major
1.8	Residents are employed by the employer itself and not by a temporary employment agency or payroll company. Employees employed by a temporary employment agency or payroll company are covered by the SNF regime.	Verify persons with employment agreements, minimum sample of the square root of the number of residents, (with a minimum of 5 samples in case of 5 residents and over). It is not allowed to accommodate employees who are not employed by the company or do not fall under the scope of the primary agricultural CLAs. Sole traders are therefore also covered by the exclusion. By signing the self-declaration (see 7), the entrepreneur declares it directly employs the employees to be housed.	Major
1.9	Accommodations should be in a sufficient state of repair. State of repair at auditor's discretion. This involves looking at waterproofing, levelling, state of insulation.	Accommodations should meet contemporary Dutch standards of hygiene and comfort (see 2.3). The rooms should be adequately ventilated (mechanical or natural ventilation options). Waste bins should also be provided in the washrooms and in the kitchen. In terms of comfort, every room should be (or can be made) sufficiently warm and light. Beds should also feature mattresses.	Major
1.10	The following applies to housing of categories d, e, and f: - The accommodations have power and water. - The accommodations are at least 5.00 metres apart from each other and at least 5.00 metres away from other buildings. In the case of category f housing, a heated company canteen or similar room must be available where food and entertainment can be enjoyed.	- In case water tanks are used in the context of category f (other) housing, it must be clearly indicated, e.g., by a sticker, that the water in such tanks is not drinking water, such for reasons of hygiene risks. The company canteen and/or kitchen and/or washrooms may be separate from the other accommodation but must be within 200 metres of the sleeping quarters. - "Other buildings" refers to any type of building.	Major

2	**Sanitary facilities, safety, and hygiene**	**Interpretation**	**Major/minor**

2.1	A minimum of one toilet is present for every eight persons. Any additional toilets should meet the requirements of (fire) safety and hygiene. The toilet should be lockable.	- A toilet means a mechanical water-flushed toilet. A chemical toilet does not meet that definition. - If more than the minimum number of toilets are present, these, too, should meet the safety and hygiene requirements.	Major
2.2	A minimum of one shower is present for every eight persons. Any additional showers should meet the requirements of (fire) safety and hygiene. The shower should be lockable.	If more than the minimum number of showers are present, these, too, should meet the safety and hygiene requirements.	Major
2.3	Safety and hygiene: - No visible overloading of the mains (double plugs, hotplates, extension cords, etc.). - Wet areas should be well ventilated. - No mould on walls. - Broken switches and socket outlets are not allowed. - Each resident should have at least 1 wall socket available. - An earth leakage circuit breaker and fuses or circuit breakers should be present in the meter box. - In "wet rooms", socket outlets and light fittings should be earthed and comply with the building code (NEN 1010). - In addition, the building should be safe for users. Pay attention to stairs (there should be a banister), landings (enough space, no storage), lighting of common areas, free passage to and through emergency exits, no draughts and/or broken windows.	There should be a cleaning policy/schedule indicating what needs to be cleaned and how often this is done. It should be visible that regular cleaning is performed. "Safety" includes matters that are visible to the auditor such as loose electrical cables, visible overloading of the electricity network through extension cords and splitters. Conditions that could lead to danger or injury may not be present. NEN 1010 uses zoning; - Zone 0: Bath or shower tray space: minimum IP67 12Volt. - Zone 1: Directly above the shower tray or bathtub up to a height of 2.6 metres: minimum of IP65. - Zone 2: In a radius of 60 cm around the bath or shower: minimum of IP45. - Zone 3: Other parts of the bathroom: Minimum of IP21.	Major
2.4	Central heating, gas stove, and geyser should be demonstrably checked every two years.	This should be proved by way of an invoice from the inspecting company and/or the inspection report and/or a sticker on the device showing the name of the inspecting company. The inspecting company must be approved or certified in the field of "gas and heating", as verifiable at www.echteinstallateur.nl. New appliances do not require inspection for 2 years after the date of first commissioning. From the moment this is made compulsory by law, only certified	Major

		companies with skilled fitters are allowed to service central heating boilers, stoves, and geysers. Non-fitted gas or oil-fired stoves are not allowed.	

3	**Facilities**		**Major/minor**
3.1	Refrigerator(s), minimum of 30.00 litres of fridge/freezer space per person. Any additional litres should also meet the requirements of (fire) safety and hygiene.	The listed 30 litres per person relates to the total. Note operation, cleaning etc. To determine the contents, the manufacturer/supplier's data, as stated on the original sticker in or on the appliance, may be used.	Major
3.2	Residents should have individual lockable storage space.	This does not necessarily have to be in the bedroom. If the resident is the only occupant of the room, the room being lockable also suffices.	Major
3.3	Hob(s), minimum of 4 burners, 1 burner per 2 persons in case of over 8 persons, minimum of 16 burners in case of over 30 persons.	See also standard item 5 (safety).	Minor

4	**Information provision and other requirements**	**Interpretation**	**Major/minor**
4.1	Information card on how to act in case of emergency, drawn up in the language of the residents and hung in a central location contains at least the telephone numbers of: - company assistance provider/supervisor - regional police - fire brigade - 112 (in life-threatening situations) - abbreviated house and living rules in national language - evacuation plan and emergency procedure.	A model information card developed by Stigas can be found at www.werkgeverslijn.nl. The information card should address the procedure to be followed in case of an emergency. This can take the form of a site plan, a reference to the escape sign, or another form. The determining factor is whether the temporary occupant(s) are comprehensibly informed about how to act at the time of an emergency at a central location on the site. Address details should also be on the card, so that the emergency services can be told the correct address.	Major
4.2	While respecting the applicable privacy and decency rules, the auditor must be able to enter any room and obtain a good picture of the entire housing site.	The auditor must be able to obtain a good picture of the entire housing site.	Major

5	Fire safety	Interpretation	Major/minor
5.1	Fire extinguisher - shelf life and validity are verifiable, inspect every 2 years. The inspection should be carried out by a REOB-certified company. - at least 6.00 kg/litre of extinguishing agent is available throughout the site - instruction use of fire extinguisher - fire extinguisher of at least 2.00 kg/litre within 5.00 metres of cooking area.	The REOB certification of the organisation that carried out the inspection should be shown by the sticker on the extinguisher. The stickers should state when the inspection took place, when the next inspection should take place. Note: The use of a powder extinguisher in a confined space will severely hamper perception, which can make evacuation, rescue of people and animals, and other emergency measures more difficult. In such cases, water or foam extinguishers are preferable. A hose reel (water) also counts as a fire extinguisher.	Major
5.2	Fire blanket (at cooking facilities)	A good fire blanket should be at least 100 by 100 centimetres, 120 by 120 cm is preferable.	Major
5.3	Working smoke and CO detectors mounted in prescribed location: At least 1 working (testing) smoke detector per storey. At least 50.0 cm from the wall against the highest point of the ceiling, if the ceiling is sloping, at 90.0 cm from the highest point. Measurements should be made starting from the heart of the device.	If the building features an appliance that can produce CO (gas stove, boiler with open combustion system, geyser), a CO detector should (also) be present. This is not required for a cooker. Smoke detectors should also be fitted in living units and touring caravans (category f), specifically, in such a place that residents can hear the signal easily. The basic principle is that all smoke detectors are in good order, the auditor testing one smoke detector per storey and/or location. If a central fire alarm system is present, this should be inspected at least once a year for compliance with the NEN 2654-1 standard by a certified company. Certified companies can be found at www.preventiecertificaat.nl.	Major

6	Municipal requirements	Interpretation	Major/minor
6	If a permit: - Is issued, the accommodation must at least meet the requirements as regards the quality of the accommodation listed in that permit. - Is rejected for structural reasons affecting safety, it must be demonstrated	The company annually reports the status of the permit. If a permit application is pending, this is noted in the file. No obligation to apply for a permit exists in the context of the quality mark award. Enforcement of municipal policies is not within the scope of the Agricultural Flexible Housing Quality Mark.	Major

	that the deficiencies identified in that connection have been resolved. If no municipal policy exists and/or no permit has been applied for, the assessment is based on the AKF standard.	The company is responsible for the accuracy of the information provided.	

7	**Good employment practices**	**Interpretation**	**Major/minor**
7	The employer declares to act as a good employer and will fully apply the applicable collective labour agreement for Open Cultivation, Glasshouse Horticulture or Production-oriented Animal Husbandry. The employer confirms this by signing a self-declaration. This self-declaration is valid for 12 months. A copy of this declaration should be on file with the Certification Body.	See the self-declaration, also found at www.werkgeverslijn.nl.	Major

8	**Complaints procedure**	**Interpretation**	**Major/minor**
8	A complaints procedure for the processing of complaints related to the Agricultural Flexible Housing Quality Mark must be in force within the company.	The aim of the complaints procedure is to ensure that all complaints are recorded and dealt with. Management should, if complaints are received, consult with (a representative) of the employees at least once every 6 months and record the conversation in a short report. Corrective actions taken should be documented. As part of this procedure, a company must also report to the Dutch Federation of Agricultural and Horticultural Organisations when it is under further investigation by a competent (local) authority and/or has received a sanction related to the scope. A non-normative example of a complaints procedure can be found at www.werkgeverslijn.nl.	Major

9	**Use of logos**	**Interpretation**	**Major/minor**
9	The certificate holder is entitled to use the logo of the Agricultural Flexible Housing Quality Mark (word mark and figurative mark), as well as the logos of the	The use of the logo (word mark and figurative mark) of the Agricultural Flexible Housing Quality Mark shall comply with the requirements set out in	Major

	certification body and the accreditation body.	Annexe B to this schedule. This also applies to the use of the logos of the certification body and of the accreditation body in accordance with the applicable rules.	

Article 43 Workwear

The employer is obliged to lend the employee workwear and/or safety shoes free of charge and in accordance with the safety regulations.

Article 44 Training

Paragraph 1 Employees are entitled to a maximum of 10 half-days' leave per year to attend training courses, the paid leave being for the account of the employer and the training costs being borne by the Colland Arbeidsmarkt fund (www.collandarbeidsmarkt.nl). The fund establishes the amount of compensation for the open cultivation training group. This is a percentage of the course fees. This is subject to an annually set maximum amount per employee. The choice of training course(s) to be taken will be made by agreement between employer and employee.

Paragraph 2 Employees are obliged, if the business interest so requires, to attend up to 5 half-day courses.

Paragraph 3 Time spent on employer-mandated courses will be fully reimbursed by the employer in time or money, such at the employer's choice. The fiscal kilometre allowance is applied to travel in connection with attending training courses.

Paragraph 4 Training required by law or CLA

Training required by this CLA or the law must:

a. be free of charge to the employee. This means that all costs are borne by the employer and

b. time spent on training shall be considered working time and

c. training should be offered during work hours as much as possible.

Paragraph 5 An individual training budget is available for employees. The Open Cultivation sector has, until the end of the term of this CLA, made up to 150 training vouchers for the amount of €1,500 available to this end. Employees wishing to receive such a voucher can apply to Colland(www.colland-administratie.nl).

Article 45 Interim amendment

If extraordinary circumstances arise during the period of this CLA which, in the opinion of one or more of the contracting organisations, should give rise to interim amendments to this CLA, each organisation is authorised to call on the parties to this CLA to discuss the matter. The latter are obliged to comply with this request.

Article 46 Appeal against CLA classification

Paragraph 1 Employer and employee organisations that are party to this CLA, employers, employee participation bodies, or the majority of the staff in case no employee participation body has yet been established, are allowed to lodge an appeal against the classification of a company as being covered by this CLA with a committee of parties to the CLA. This appeal is possible each time the employer proceeds to

classify the company as coming under the scope of this CLA.

Paragraph 2 This appeal should be filed within 3 months, after the employer has issued written notice about the CLA it will apply in the company.

Paragraph 3 A decision on an appeal against classification pursuant to paragraph (1) shall be made within 3 months.

Paragraph 4 The substantiated appeal must be submitted in writing to the Joint Committee for the Open Cultivation Sector, Pompmolenlaan 10c, 3447 GK in Woerden.

Article 47 Explanation on the application of the provisions of the CLA

Paragraph 1 The employer shall ensure that employees are informed about all rights and obligations and about the housing situation (where applicable) by way of practical CLA information provided in various languages.

Paragraph 2 A joint reporting centre that advises on the interpretation of the provisions of the CLA exists.

Paragraph 3 The joint reporting centre is a representation of the parties to the CLA.

Paragraph 4 Requests for consideration may be made by individual employees and/or employers or their authorised representatives. The substantiated request must be submitted in writing to the joint reporting centre, care of Actor Bureau voor sectoradvies, Pompmolenlaan 10c, 3447 GK Woerden, or by e-mail: paritaire.commissie@actor.nl.

Article 48 Disputes on the application of the provisions of the CLA

Paragraph 1 A joint Open Cultivation sector committee exists, which at the request of employees and/or employers mediates in case of disputes on the application of the CLA.

Paragraph 2 The committee consists of representatives of the parties to the CLA.

Paragraph 3 The procedure on the processing of disputes is laid down in regulations. See Annexe XV.

Paragraph 4 Requests for consideration may be made by individual employees and/or employers or their authorised representatives.

Paragraph 5 The provisions of paragraph (1), paragraph (2), paragraph (3), and paragraph (4) are without prejudice to the fact that disputes concerning the application of this CLA or concerning employment agreements concluded between employers and employees bound by this CLA shall, unless the parties to the dispute have expressly agreed otherwise, be decided by the ordinary courts.

Article 49 Compliance with the provisions of the CLA

Paragraph 1 A joint reporting centre to which cases of non-compliance with the CLA can be reported exists.

Paragraph 2 The joint reporting centre is a representation of the parties to the CLA.

Paragraph 3 Reports can submitted in writing to the joint reporting centre, care of Actor Bureau voor sectoradvies, Pompmolenlaan 10c, 3447 GK Woerden, or by e-mail: paritaire.commissie@actor.nl.

Article 50 Endeavours by the parties to the CLA

In their dealings with employers and employees, the parties to this CLA promote the submission of disputes between employers and employees on the application and interpretation of this CLA to the joint committee. The parties undertake to exercise restraint in their dealings

with the press or others regarding disputes between employers and employees.

Article 51 Exemption from CLA provisions

Paragraph 1 The joint committee for the Open Cultivation sector may grant the employer an exemption from one or more provisions of this CLA if, in its opinion, there are special reasons for doing so.

Paragraph 2 The joint committee shall grant the exemption in case compelling arguments exist, on the basis of which the application of these provisions cannot reasonably be required of the applicant. Compelling arguments can exist where the applicant's specific business characteristics differ in essential respects from the companies covered by the CLA.

Paragraph 3 A request for dispensation should be submitted in writing, by ordinary letter or e-mail, to the joint committee for the Open Cultivation sector, care of Actor, Pompmolenlaan 10c, 3447 GK in Woerden, paritaire.commissie@actor.nl. and should at the least state:

a. the name and address of the applicant;
b. the applicant's signature;
c. a precise description of the nature and scope of the request;
d. the justification for the request;
e. the date;

and must be accompanied by a positive opinion of the participation body or the majority of the staff if no participation body has been established.

Paragraph 4 Upon request, the applicant is to provide (additional) information and documents necessary for the assessment of the request within a specified period.

Paragraph 5 A request will be considered after the information provided is sufficient to assess the request.

Paragraph 6 The joint committee may, if it considers this to be necessary, invite the applicant to be heard in order to further explain the request. The applicant may have itself be assisted by experts at the hearing and may be represented by an authorised representative. If a party wishes to be assisted or represented, it shall notify the joint committee in writing at least 7 days before the hearing.

Paragraph 7 Costs incurred by the applicant in connection with the exemption request shall be borne by the applicant.

Paragraph 8 The joint committee shall issue a written, reasoned decision within 2 months from the date of receipt of the complete file of the exemption request. The decision period of 2 months may be extended by up to 1 month if necessary.

Paragraph 9 The secretariat of the joint committee shall send the written, reasoned decision to the applicant as soon as possible.

Paragraph 10 The exemption will be granted for no longer than the duration of the CLA for the Open Cultivation Sector. If a new CLA becomes applicable, the applicant should again apply for an exemption.

Article 52 Unequal treatment confidential adviser

A confidential advisor employees can turn to in case of complaints about discrimination, sexual harassment, and other forms of unequal treatment exists. The confidential advisor can be reached at STIGAS via telephone number 085 - 0440700 - call option 1.

Article 53 Interim consultations

During the term of the CLA, the parties shall consult regularly on aspects of terms and conditions of employment, related to this CLA or otherwise, as the parties consider necessary.

Article 54 Provisions contrary to this CLA

Provisions in the individual employment agreement that deviate from this CLA to the detriment of the employee are null and void.

Article 55 Time period and termination of the CLA

Lid 1 This CLA runs from 1 March 2023 to 30 June 2024.
Lid 2 Termination of the CLA should take place no later than 1 month before the end of the CLA. If this requirement is not met, the CLA is deemed to have been extended for 1 year.

ANNEXE I JOB MATRIX TO ARTICLE 3 AND ARTICLE 17

	ORBA points	Open field cultivation	Fruit cultivation	Tree nursery	Arable farming	Flower bulb cultivation	Other
A	0-20						
B	21-35	Assistant employee I Open field cultivation	Assistant employee I Fruit cultivation	Assistant employee I Tree nursery	Assistant employee I Arable farming	Assistant employee I Flower bulb cultivation	Domestic services department member of staff
C	36-50	Assistant employee II Open field cultivation	Assistant employee II Fruit cultivation	Assistant employee II Tree nursery	Assistant employee II Arable farming	Assistant employee II Flower bulb cultivation	Canteen member of staff Order picker
D	51-65	Employee I Open field cultivation	Employee I Fruit cultivation	Employee I Tree nursery	Employee I Arable farming	Employee I Flower bulb cultivation	Forklift driver Logistics employee
E	66-85	Employee II Open field cultivation	Employee II Fruit cultivation	Employee II Tree nursery	Employee II Arable farming	Employee II Flower bulb cultivation	Laboratory assistant / laboratory technician Administrative assistant Telephonist / receptionist
F	85-105	All-round employee Open field cultivation	All-round employee Fruit cultivation	All-round employee Tree nursery	All-round employee Arable farming	All-round employee Flower bulb cultivation	General technical assistant Accounting clerk Driver domestic
G	106-125	Working foreman Open field cultivation	Working foreman Fruit cultivation	Working foreman Tree nursery	Working foreman Arable farming	Working foreman Flower bulb cultivation	Maintenance mechanic Inside sales assistant Office worker
H	126-145	Chief I Open field cultivation	Chief I Fruit cultivation	Chief I Tree nursery	Chief I Arable farming	Chef I Flower bulb cultivation	Accountant / administrator Chief logistics officer
I	146-165	Chief II Open field cultivation	Chief II Fruit cultivation	Chief II Tree nursery	Chief II Arable farming	Chief II Flower bulb cultivation	Export department employee System Administrator
II	166-185	Company manager I Open field cultivation	Company manager I Fruit cultivation	Company manager I Tree nursery	Company manager I Arable farming	Company manager I Flower bulb cultivation	Head of maintenance Procurer Vendor
III	186-205	Company manager II Open field cultivation	Company manager II Fruit cultivation	Company manager II Tree nursery	Company manager II Arable farming	Company manager II Flower bulb cultivation	Head of financial administration HR consultant

For the addresses of the parties to the CLA: see Annexe XXII.

Central Appeals Committee job evaluation
Care of Actor Bureau voor sectoradvies
Pompmolenlaan 10c
3447 GK WOERDEN
Telephone: 088-3292030
Email: paritaire.commissie@actor.nl

ANNEXE II EXPLANATION TO ARTICLE 17 AND WAGE TABLES TO ARTICLE 17(3) AND ARTICLE 18

Wage increase
The negotiated wages and actual wages will be increased by 5% on 1 March 2023 and by 3% on 31 December 2023.

Calculation method
Wage increases are calculated in 4 consecutive steps.
For all the steps listed below, the new amounts are rounded to two decimal places.
Youth wages are subject to the youth wage rates as per the table below.

Step 1: The negotiated wage increase is calculated on the negotiated hourly wage amounts (21 years to state pension age).
Step 2: The youth hourly wages are derived from the negotiated hourly wage at 0 years of experience.
Step 3: The monthly wages (21 years to state pension age) are derived from the hourly wages (21 years to state pension age) based on a 38-hour work week, using the following formula: hourly wage multiplied by factor (38 x 52.2 divided by 12) and rounded to two decimal places.
Step 4: The youth monthly wages are derived from the monthly wage at 0 years of experience and multiplied by the youth wage rate

Youth wage rate table
The following percentage rates apply to the negotiated youth wages:
15 years: 40%
16 years: 45%
17 years: 50%
18 years: 60%
19 years: 70%
20 years: 80%
The wage tables are listed in Annexe III, Annexe IV.

If, after a future increase of the SMW, the negotiated wage is lower than the SMW, the SMW applies.

ANNEXE III WAGES PER 1 MARCH 2023 FOR ALL OPEN CULTIVATION SECTORS, TO ARTICLE 17 AND ARTICLE 18

An initial increase of 5.0% as of 1 July 2022 was calculated over the wage tables in this calculation. The statutory minimum (youth) wage is always increased on 1 July and 1 January. If the wages in the table below are lower than the current statutory minimum (youth) wage, the statutory minimum (youth) wage applies.

HOURLY WAGES							
Step/scale	B	C	D	E	F	G	H
15 years	€4.70	€4.84	€5.06	€5.31	€5.65	€6.04	€6.54
16 years	€5.29	€5.45	€5.69	€5.97	€6.36	€6.80	€7.35
17 years	€5.88	€6.06	€6.32	€6.64	€7.07	€7.56	€8.17
18 years	€7.05	€7.27	€7.58	€7.96	€8.48	€9.07	€9.80
19 years	€8.23	€8.48	€8.85	€9.29	€9.89	€10.58	€11.44
20 years	€9.40	€9.69	€10.11	€10.62	€11.30	€12.09	€13.07
21 years to state pension age							
Starting scale	SMW						
0 first half year	€11.75	€11.75	€12.64	€13.27	€14.13	€15.11	€16.34
0 second half year	€11.75	€12.11	€12.64	€13.27	€14.13	€15.11	€16.34
1	€11.91	€12.41	€13.03	€13.77	€14.66	€15.77	€17.03
2	€12.12	€12.73	€13.46	€14.24	€15.21	€16.37	€17.72
3	€12.34	€13.05	€13.84	€14.75	€15.78	€16.99	€18.45
4	€12.53	€13.39	€14.23	€15.19	€16.30	€17.62	€19.15
5		€13.67	€14.64	€15.69	€16.84	€18.23	€19.86
6			€15.04	€16.16	€17.43	€18.87	€20.56
7				€16.62	€17.96	€19.48	€21.26
8					€18.50	€20.10	€21.97
9						€20.74	€22.67
10							€23.35

MONTHLY WAGES							
Step/scale	B	C	D	E	F	G	H
15 years	€776.91	€800.71	€835.76	€877.41	€934.28	€999.07	€1,080.40
16 years	€874.03	€900.80	€940.23	€987.09	€1,051.06	€1,123.96	€1,215.45
17 years	€971.14	€1,000.89	€1,044.70	€1,096.77	€1,167.85	€1,248.84	€1,350.50
18 years	€1,165.37	€1,201.07	€1,253.63	€1,316.12	€1,401.41	€1,498.61	€1,620.60
19 years	€1,359.60	€1,401.25	€1,462.57	€1,535.47	€1,634.98	€1,748.38	€1,890.70
20 years	€1,553.82	€1,601.42	€1,671.51	€1,754.82	€1,868.55	€1,998.14	€2,160.80
21 years to state pension age							
Starting scale	SMW						
0 first half year	€1,942.28	€1,942.28	€2,089.39	€2,193.53	€2,335.69	€2,497.68	€2,701.00
0 second half year	€1,942.28	€2,001.78	€2,089.39	€2,193.53	€2,335.69	€2,497.68	€2,701.00
1	€1,968.72	€2,051.37	€2,153.86	€2,276.18	€2,423.30	€2,606.78	€2,815.06
2	€2,003.44	€2,104.27	€2,224.94	€2,353.87	€2,514.21	€2,705.96	€2,929.12
3	€2,039.80	€2,157.17	€2,287.75	€2,438.18	€2,608.43	€2,808.45	€3,049.79
4	€2,071.21	€2,213.37	€2,352.22	€2,510.91	€2,694.39	€2,912.59	€3,165.50
5		€2,259.65	€2,419.99	€2,593.56	€2,783.65	€3,013.42	€3,282.86
6			€2,486.11	€2,671.25	€2,881.18	€3,119.21	€3,398.57
7				€2,747.29	€2,968.79	€3,220.04	€3,514.28
8					€3,058.05	€3,322.53	€3,631.64
9						€3,428.32	€3,747.35
10							€3,859.76

ANNEXE IV WAGES PER 31 DECEMBER 2023 FOR ALL OPEN CULTIVATION SECTORS, TO ARTICLE 17 AND ARTICLE 18

An initial increase of 3.0% as of 1 March 2023 was calculated over the wage tables in this calculation.
The statutory minimum (youth) wage is always increased on 1 July and 1 January. If the wages in the table below are lower than the current statutory minimum (youth) wage, the statutory minimum (youth) wage applies.

HOURLY WAGES							
Step/scale	B	C	D	E	F	G	H
15 years	€4.84	€4.99	€5.21	€5.47	€5.82	€6.22	€6.73
16 years	€5.45	€5.61	€5.86	€6.15	€6.55	€7.00	€7.57
17 years	€6.05	€6.24	€6.51	€6.84	€7.28	€7.78	€8.42
18 years	€7.26	€7.48	€7.81	€8.20	€8.73	€9.34	€10.10
19 years	€8.47	€8.73	€9.11	€9.57	€10.19	€10.89	€11.78
20 years	€9.68	€9.98	€10.42	€10.94	€11.64	€12.45	€13.46
21 years to state pension age							
Starting scale	SMW						
0 first half year	€12.10	€12.10	€13.02	€13.67	€14.55	€15.56	€16.83
0 second half year	€12.10	€12.47	€13.02	€13.67	€14.55	€15.56	€16.83
1	€12.27	€12.78	€13.42	€14.18	€15.10	€16.24	€17.54
2	€12.48	€13.11	€13.86	€14.67	€15.67	€16.86	€18.25
3	€12.71	€13.44	€14.26	€15.19	€16.25	€17.50	€19.00
4	€12.91	€13.79	€14.66	€15.65	€16.79	€18.15	€19.72
5		€14.08	€15.08	€16.16	€17.35	€18.78	€20.46
6			€15.49	€16.64	€17.95	€19.44	€21.18
7				€17.12	€18.50	€20.06	€21.90
8					€19.06	€20.70	€22.63
9						€21.36	€23.35
10							€24.05

MONTHLY WAGES							
Step/scale	B	C	D	E	F	G	H
15 years	€800.05	€824.52	€860.88	€903.86	€962.05	€1,028.83	€1,112.80
16 years	€900.06	€927.58	€968.49	€1,016.84	€1,082.30	€1,157.43	€1,251.90
17 years	€1,000.07	€1,030.65	€1,076.11	€1,129.83	€1,202.56	€1,286.04	€1,391.00
18 years	€1,200.08	€1,236.77	€1,291.33	€1,355.79	€1,443.07	€1,543.24	€1,669.20
19 years	€1,400.09	€1,442.90	€1,506.55	€1,581.76	€1,683.58	€1,800.45	€1,947.40
20 years	€1,600.10	€1,649.03	€1,721.77	€1,807.72	€1,924.10	€2,057.66	€2,225.60
21 years to state pension age							
Starting scale	SMW						
0 first half year	€2,000.13	€2,000.13	€2,152.21	€2,259.65	€2,405.12	€2,572.07	€2,782.00
0 second half year	€2,000.13	€2,061.29	€2,152.21	€2,259.65	€2,405.12	€2,572.07	€2,782.00
1	€2,028.23	€2,112.53	€2,218.33	€2,343.95	€2,496.03	€2,684.47	€2,899.36
2	€2,062.94	€2,167.08	€2,291.06	€2,424.95	€2,590.25	€2,786.96	€3,016.73
3	€2,100.96	€2,221.63	€2,357.18	€2,510.91	€2,686.13	€2,892.75	€3,140.70
4	€2,134.02	€2,279.49	€2,423.30	€2,586.95	€2,775.39	€3,000.20	€3,259.72
5		€2,327.42	€2,492.72	€2,671.25	€2,867.96	€3,104.33	€3,382.04
6			€2,560.50	€2,750.59	€2,967.14	€3,213.43	€3,501.05
7				€2,829.94	€3,058.05	€3,315.92	€3,620.07
8					€3,150.62	€3,421.71	€3,740.74
9						€3,530.81	€3,859.76
10							€3,975.47

ANNEXE V STATUTORY MINIMUM WAGES

See Article 11(4) of the CLA for the Open Cultivation Sector.

The statutory minimum wage, or the derived wage, applies to the groups of employees referred to in Article 10 (peak worker), Article 11 (seasonal worker), Article 12 (Saturday helper), and Article 17(2)(d) (employees with an occupational impairment).
The amounts below are adjusted according to the new SMW amounts set by the government.

a. Seasonal workers and Saturday helpers and Employees with an occupational impairment: The monthly and weekly wage is calculated by multiplying the statutory minimum monthly and weekly wage, respectively, of a 21-year-old by the youth wage percentage under the CLA (seasonal workers and Saturday helpers) or by the periodic bonus (employees with an occupational impairment). Rounding to two decimal places is done according to the rounding system used by the government. The hourly wage is calculated by dividing the rounded weekly wage by the number of work hours in the open cultivation sector (38). Rounding to two decimal places is done according to the rounding system used by the government.
b. Peak workers: monthly, weekly, and hourly wages are in line with the rounded amounts published by the government.

Statutory minimum wage(*)

Effective date	per hour	per week	per month
1 January 2023	€11.75	€446.40	€1,934.40

(*) the amounts listed apply for employees aged 21 and over
The youth wage percentage under the CLA applies to seasonal workers and Saturday helpers; Article 11 and Article 12.
The statutory youth wage percentage applies to peak workers; Article 10(6).

Youth wage percentages under the CLA for seasonal workers and Saturday helpers:

Effective 1 January 2023**				
Age	**% of the SMW**	**monthly wage**	**weekly wage**	**Hourly wage derived from weekly wage**
21 years and over	100%	€1,934.40	€446.40	€11.75
20 years	80%	€1,547.52	€357.12	€9.40
19 years	70%	€1,354.08	€312.48	€8.23
18 years	60%	€1,160.64	€267.84	€7.05
17 years	50%	€967.20	€223.20	€5.88
16 years	45%	€870.48	€200.88	€5.29
15 years	40%	€773.76	€178.56	€4.70

** The government adjusts the statutory minimum wage twice a year: on 1 January and on 1 July. The current amounts are listed on www.rijksoverheid.nl/onderwerpen/minimumloon

Statutory minimum (youth) wage for peak workers *:**

Effective 1 January 2023			
Age	**% of the SMW**	**monthly wage**	**hourly wage**
21 years and over (***)	100%	€1,934.40	€11.75
20 years	80%	€1,547.50	€9.40
19 years	60%	€1,160.65	€7.05
18 years	50%	€967.20	€5.88
17 years	39.5%	€764.10	€4.65
16 years	34.5%	€667.35	€4.06
15 years	30%	€580.30	€3.53

*** The government adjusts the statutory minimum wage twice a year: on 1 January and on 1 July. The current amounts are listed on www.rijksoverheid.nl/onderwerpen/minimumloon

Employees with an occupational impairment. See also Article 17(2)(d)
A separate wage scale has been introduced in addition to the existing wage structure for employees belonging to the target group of the Participation Act, i.e., employees to whom the Sheltered Employment Act applies and persons receiving benefits under the Disablement Assistance Act for Handicapped Young Persons with work capacity who have been found to be unable to earn 100% of the statutory minimum wage (SMW) by performing full-time work due to occupational impairment. This wage scale starts at 100% of the SMW and ends by linking up to the existing wage structure, with particular reference being taken of the maximum of the lowest wage scale, but in any case at 120% of the SMW. If the scale maximum of the regular lowest pay scale - that is, excluding the existing (lower) pay scales for specific target groups such as casual workers, starters - is substantially higher than 120% of the SMW, the maximum of the new specific wage scale will also be substantially higher.
The new wage scale features increases that link up to the existing steps in the existing wage structure. The increases are awarded until the agreed scale maximum is reached.

NOTE This wage scale is expressly exclusively applicable to the target group described above and not for other employees, such as employees with an occupational disability who do not belong to the target group of the Participation Act, employees with an occupational disability who can earn the minimum wage on their own, and other groups of employees with a distance to the labour market.

Wage table for employees with an occupational disability

Wage table as of 1 January 2023		**Monthly wage**	**weekly wage**	**Hourly wage derived from weekly wage**
Start	100% of the SMW 21 years (****)	€1,934.40	€446.40	€11.75
After 1 year	SMW*1.04	€2,011.78	€464.26	€12.22
After 2 years	SMW*1.08	€2,089.16	€482.12	€12.69
After 3 years	SMW*1.12	€2,166.53	€499.97	€13.16
After 4 years	SMW*1.16	€2,243.91	€517.83	€13.63
After 5 years	SMW*1.2	€2,321.28	€535.68	€14.10

**** The government adjusts the statutory minimum wage twice a year: on 1 January and on 1 July. The current amounts are listed on www.rijksoverheid.nl/onderwerpen/minimumloon. The youth wage percentages apply to youths.

ANNEXE VI SICKNESS PAYMENT SCHEME (SAZAS), TO ARTICLE 21

Absence insurance for payment in case of incapacity for work (Sazas).

The employers and trade unions in the agricultural sector, in cooperation with the mutual insurance organisation Sazas, offer a sickness absence insurance. The employer can choose from several variants for the amount of compensation paid by Sazas to comply with its obligation to continue paying wages to the employee in the first 2 years of sickness.
In addition, Sazas offers employees a PLUS insurance.
An employee employed by an employer affiliated to Sazas automatically participates in the PLUS insurance scheme, unless they indicate they do not want to. The employee pays 1.18% of their wage (2023 contribution level) for the PLUS insurance.
If the employee is sick for more than six months and cooperates with their rehabilitation they will, provided the employee is insured under the PLUS insurance, receive the following additional supplements:

- the second half year of sickness: 10%. When added to the employer's payment, this means the employee receives their full wage;
- the second year of sickness: 15% supplement. When added to the employer's payment, this means the employee still receives their full wage;
- the third to the seventh year of sickness (these are the first five years of applicability of the Work and Income (Capacity for Work) Act): 10% supplement calculated on the insured wage.

In addition, the PLUS insurance also covers the shortfall under the Return to Work (Partially Disabled Persons) Regulations. In case a shortfall under the Return to Work (Partially Disabled Persons) Regulations exists, SAZAS supplements the salary top-up benefit under the Return to Work (Partially Disabled Persons) Regulations and the follow-up benefit under the Return to Work (Partially Disabled Persons) Regulations to a maximum of 70% of the insured annual wage (capped at the statutory maximum daily wage). For as long as a shortfall exists, this cover is provided up to the time the employee reaches state pension age (with an upper limit of 70 years). This assumes an unchanged shortfall situation.

Upon termination of the insurance by the employer, the employee has the option to continue the PLUS package within 2 months of the end of the insurance. In that case, an individual contribution of 1.38% (2023 contribution level) will apply. In case of a request for continuation after 2 months, a health certificate must be submitted.

In addition, SAZAS offers an occupational disability insurance for sole traders working in the agricultural sector. It also offers an insurance in the framework of coverage under the Work and Income (Capacity for Work) Act: the shortfall insurance supplementary to the Return to Work (Partially Disabled Persons) Regulations.

Support during absence
In addition to its absence insurance, SAZAS offers expert support during absence in collaboration with an independent occupational health and safety service. Three packages have been put together: support during absence Complete, Basic and Personal Control. The packages are tailored to the agricultural and green sector.

The contents of this Annexe have been compiled with the utmost care. However, no rights can be derived from these contents. For more information, please contact the Sazas customer service via telephone number: 088-5679100 or by emailing info@sazas.nl. For more information, also see the website www.sazas.nl.

ANNEXE VII STICHTING BPL PENSIOEN (BPL), TO ARTICLE 34

Employees in the agricultural and green sector accrue pension rights under the BPL Pensioen pension scheme. An employee employed with an employer affiliated to this pension fund is obliged to participate in the pension scheme. Participation starts on the first day of the month in which the employee turns 21.

The pension scheme is an average pay scheme. This is a scheme under which pension rights are accrued amounting to a fixed percentage of the pension basis for that year.

The BPL scheme's pension consists of:
- Old-age pension - from the pension date until death;
- Partner's pension - benefit for the (former) partner if the participant dies;
- Temporary additional partner's pension - benefit for the partner
- Orphan's pension - benefit for the children up to 24 years of age if the participant dies;

It is possible to tailor the pension scheme to personal circumstances.
Starting 1 January 2018, the standard pension age is 68. It is possible to retire earlier (from the age of 60). It is also possible to exchange part of the accrued old-age pension into additional partner's pension or vice versa. To make use of these options, the participant should contact the administrator. Their details are presented in the below. The pension is in that case recalculated to correspond to the participant's preferred situation.

Scheme administration
The pension scheme is administered by TKP Pensioen in Groningen. For more information, contact the Customer Contact Centre via telephone number: 050-5224000 (employers) and 050-5223000 (employees). For more information, also see the website: www.bplpensioen.nl.

ANNEXE VIII COLLAND FUNDS, TO ARTICLE 39

The agricultural and green social funds are grouped into three clusters: Pension, Insurance and Labour Market. "Colland" is the partnership for the various agricultural and green social schemes. The following is a brief summary of the schemes existing within the three clusters.

Pension
The Pension cluster consists of the BPL fund, which operates independently. The BPL scheme is explained in Annexe VII.

Insurance
Insurance is Colland's second cluster. This cluster consists of the mutual insurance company SAZAS, which operates independently. The services offered to employers and employees relate to:

- Continued pay in case of sickness;
- Rehabilitation and waiting list assistance;
- Support for the 1st and 2nd tracks under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act, including placement with another employer;
- Supplement to the benefits under the Invalidity Insurance Act and the Work and Income (Capacity for Work) Act;
- Self-insurance under the Return to Work (Partially Disabled Persons) Regulations
- Support during absence and rehabilitation services during incapacity for work by an occupational health and safety service;
- Absenteeism Controlled project (to be deployed free of charge in the context of prevention).

For more information, we recommend you contact SAZAS via telephone number: 088-5679100 or by emailing info@sazas.nl. See also www.sazas.nl.

Labour market
The third cluster, Labour Market, includes the Colland Labour Market fund, which operates independently.

Employers and employees can receive subsidies for courses from this fund.

Up-to-date information on these schemes and contribution can be found on Colland's website: www.collandarbeidsmarkt.nl. In case of questions, you can also contact Colland's back office by telephone, via 088-0084550 (available on working days from 9am to 5pm, at local rates

ANNEXE IX WAGE SUM BEFORE LEVIES

Wage sum before levies:

a. The annual levies related to the provisions in Article 39 and Article 44 shall be calculated according to: the wage before levies, such on the understanding that the maximum daily wage per day shall be one and a half times the maximum daily contribution wage, on which the employee insurance contributions within the meaning of Section 17 of the Social Insurance (Funding) Act are levied.

b. No levies are due on benefits received under the Invalidity Insurance Act or the Work and Income (Capacity for Work) Act, or payments or benefits that are similar to them in their nature and scope, during periods of incapacity for work after the period of 104 weeks referred to in Section 7:629 of the Civil Code.

c. The wage before levies is the wage from employment as referred to in Chapter II of the Wages and Salaries Tax Act 1964, excluding Section 11(1)(j) and Section 10(4).

   This includes only those components that are work time-related. The wage includes:
   - all gross wage components that are work time-related;
   - the fixed annual allowances and benefits.

   These include:
   1) actual wage from current employment;
   2) overtime/extra hours/unpleasant hours including inconvenience allowance and shift bonus;
   3) 13th month;
   4) structural year-end bonus;
   5) holiday allowance;
   6) paid leave and reduction of work hour days, travel hours (other than travel expenses);
   7) performance allowance on hourly wage;
   8) temporary allowance for working a higher-level job;
   9) temporary professional skill allowance;
   10) personal allowances;
   11) on-call allowance / standby allowance.

ANNEXE X EXPIRED ON 1 JANUARY 2023

ANNEXE XI CONCERNING THE PARTICIPATION BODY; DEFINITIONS TO ARTICLE 3(10)

The Works Councils Act with regard to employee participation in companies employing at least 50 persons obliges the company to establish a works council (Section 2).
The law recognises the following participation bodies in the context of employee participation in small companies:

Section 35c(1): "the entrepreneur who operates an enterprise in which, as a rule, at least 10 persons but fewer than 50 persons are employed and in which no works council has been established may establish an employee representative body consisting of at least three persons directly elected by secret written ballot by and from among persons employed in the enterprise."
Section 35d(1): "the entrepreneur who operates an enterprise in which, as a rule, fewer than 10 persons are employed and in which no works council has been established may establish an employee representative body as referred to in Section 35c(1)."

Both groups are therefore covered under the definition of "employee representative body".

ANNEXE XII SICKNESS ABSENCE RULES, TO ARTICLE 20

a. The employee has to comply with the legal provisions, the regulations of the occupational health and safety service, and the employer's company regulations in case of sickness, incapacity for work, and rehabilitation. The employer shall make sure that the relevant regulations of the occupational health and safety service it engages are provided to the employees.

b. **Reporting sick**.
In case of sickness and incapacity for work, the employee is obliged to notify the employer as soon as possible, but not later than 9am on the same day, unless the employer has issued other instructions.

c. **Seek medical assistance**.
The employee must seek medical assistance within a reasonable time and must be under the treatment of the treating physician throughout the course of the sickness and follow their instructions.

d. **Obligation to stay at home**.
The employee must remain available in accordance with the verification requirements of the occupational health and safety service.

e. **Stay abroad.**
- The employee needs permission from the employer for a multi-day stay abroad, and the employer may seek advice on this matter from the occupational health and safety service.
- At the request of the occupational health and safety service, a certificate of incapacity for work issued by the relevant official body in the country in question must be submitted by or on behalf of the employee staying abroad when reporting sick or at a time to be determined by the occupational health and safety service.

f. **Resumption upon recovery**.
   a. The employee resumes work as soon as they are able to do so.
   b. The employee resumes work as soon as the occupational health and safety service deems them capable of doing so.
   c. If, on the advice of the occupational health and safety service, the employee starts to perform work other than their own job, they shall notify the employer thereof immediately.

ANNEXE XIII ELIGIBILITY FOR PERMANENT INCAPACITY BENEFIT (RESTRICTIONS) ACT

The following is a brief explanation of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act. The original legal text applies. However, no rights can be derived therefrom.

The Eligibility for Permanent Incapacity Benefit (Restrictions) Act sets out new rules for employers and employees in the event of long-term sickness absence. The rules are not optional: both the employer and the employee may face sanctions in case of non-compliance. The rules relate to making the efforts expended to have the employee return to work quickly transparent. This transparency is achieved by the creation of a rehabilitation file and by drawing up an action plan and a rehabilitation report.

In brief, the procedure is as follows:

The occupational health and safety service draws up a problem analysis, no later than in the 6th week of sickness.
The employer and employee jointly draw up an action plan for the employee's rehabilitation, no later than in the 8th week of sickness.
The employer and employee implement the rehabilitation activities, regularly evaluate the action plan and adjust it if necessary.
If the employer and the employee have a difference of opinion about the rehabilitation process, they can request an expert opinion from the UWV.
If a benefit under the Invalidity Insurance Act is applied for, the employer will draw up a rehabilitation report that is to contain all rehabilitation documents. This report is submitted by the employee. Basing itself on the rehabilitation report, the UWV assesses whether the employer and the employee have made sufficient rehabilitation efforts. If not, sanctions will be imposed.

The sanction imposed on the employee is that the employer can stop paying wages. In addition, the UWV can halt payment of the benefit under the Invalidity Insurance Act or Work and Income (Capacity for Work) Act in full or in part.
The sanction imposed on the employer may result in the employer being obliged to continue paying wages to the employee for the term of one year.

From the start date of the term of sickness, both the employer and the employee can request a second opinion from the UWV, should either party feels that the other has not made enough effort.

ANNEXE XIV MEDICAL EXAMINATIONS ACT

The Medical Examinations Act restricts the performance of medical examinations. A medical examination is in this Act defined as:

- Written health questions;
- Oral health questions;
- A physical examination.

Medical examinations can only be performed by a doctor. This means that an applicant does not have to tell an employer or a human resources officer anything about their health, unless this is relevant to the job the applicant is applying for.

Application procedure
The employer is prohibited from asking about the applicant's health and sickness absence at the application stage (the interview or when using application forms).

Pre-employment medical examination
At present, pre-employment medical examinations may only be performed for jobs with special medical requirements. In case of such a job, the pre-employment medical examination must meet a number of conditions:

1. Employers wishing to have a pre-employment medical examination conducted for a job are obliged to seek prior advice from the occupational health and safety service on the substance and legality of the examination;
2. The medical requirements for the job must have been laid down in writing before the start of the application procedure. The same applies to the way by which the applicant's compliance with those requirements will be examined;
3. The job application text must state that a pre-employment medical examination forms part of the job application procedure;
4. Applicants should be informed of the medical requirements associated with the job and of the fact that a medical examination will be conducted, as well as of the manner this will be conducted, at the beginning of the job application procedure;
5. A pre-employment medical examination (written, oral or physical) is always conducted only at the end of the job application procedure, i.e., when a candidate has been selected who, if medically fit, will get the job;
6. No party is allowed to request information about an applicant's health from third parties (GP, former employer) without that applicant's consent.

These agreements are laid down in the Pre-Employment Medical Examinations Decree and Pre-Employment Medical Examinations Protocol.
Pre-Employment Medical Examinations Complaints Committee, P.O. Box 90405, 2509 LK The Hague, telephone number 070-3499573.

ANNEXE XV DISPUTES ON THE APPLICATION OF THE PROVISIONS OF THE CLA, TO ARTICLE 48

Composition and competence

The employers' and employees' organisations concluding the CLA for the open cultivation sector set up a committee for resolving disputes concerning the application of the CLA.
The disputes committee consists of representatives of the parties to the CLA. This committee is charged with mediating between the parties in the event of a dispute over the interpretation and application of any provisions of this CLA.
The dispute committee is made up of four members. Two members are appointed by the employees' organisations and two members are appointed by the employers' organisations.
The committee is assisted by a secretary. The committee appoints this secretary.
The committee does not have jurisdiction to deal with a dispute in respect of which an action is pending before the court, or with a dispute already resolved by the court. This is without prejudice to the possibility of the court asking the committee to inform it of its views.
The committee meets as often as one of its members deems necessary, but in any case within four weeks of a case being brought before it.
The committee is domiciled at the offices of Actor, Pompmolenlaan 10C, 3447 GK Woerden.
The committee may hold sessions, deliberate, and hear witnesses and experts at any place in or outside the Netherlands deemed appropriate.

The handling of the dispute by the committee

The handling of a dispute commences with the submission of a notice of objection by either the employer or the employee. This objection must state the details, address and residence of the employer and the employee, must be reasoned, contain a clear demand, and is to be addressed to the secretariat.
The parties to the dispute are given the opportunity to be heard, either in writing or orally. The committee will fix the day, time, and place for this purpose after consultations.
The costs incurred by the parties in relation to the dispute shall be borne by them, unless the committee decides otherwise in special cases.

Decision

The committee shall decide by majority vote and give its verdict in compliance with this CLA, the agreement concluded between the parties and the conditions forming part thereof, and the rules of law.
The decision on the interpretation of an article of the CLA will contain a proposal to the parties to allow them to get out of the impasse that has arisen between them.
The parties must notify the secretary in writing within 2 weeks from the date of the decision of whether they agree with the ruling and the mediation proposal.
If the parties to a dispute remain divided on the matter, any of the parties can submit the dispute to the competent court.
The members of the committee shall be bound to secrecy in respect of all confidential information that has come to their knowledge during the handling of the dispute.
The disputes committee cannot be held liable for any act or omission in relation to a dispute to which these rules apply.

ANNEXE XVI DIVISION OF THE CONTRIBUTION TO THE DIFFERENTIATED RETURN TO WORK FUND, TO ARTICLE24

Recovery of the contribution to the Return to Work fund from the employee
Employers are, since 1 January 2006, allowed to recover up to 50% of the costs under the Return to Work (Partially Disabled Persons) Regulations from the employees.
This right of recourse is regulated by the Social Insurance (Funding) Act.
This emphasises that both employers and employees are responsible for long-term sickness absence and creates a financial incentive for both parties.
In this CLA, the possibility of exercising the right of is laid down in Article 24.

Deduction
The amounts are deducted from the employee's net wage. The amount recovered is not deductible from the gross wage.
The amount recoverable from an employee is at most half the contribution due for that employee.

What the employer must do
Specifically, the above means that employers paying a differentiated Return to Work (Partially Disabled Persons) Regulations contribution (publicly insured through the UWV) can, from 2013 onwards, charge the employee a maximum of 0.27% of the break-even contribution.

Self-insurer
As from 1 January 2017, the Return to Work (Partially Disabled Persons) Regulations have changed. The fixed and flexible options have been merged. The employer can also self-insure under the flexible Return to Work (Partially Disabled Persons) Regulations. Employers can only become self-insured at two fixed times (1 January and 1 July). The related application must have been received by the Tax Administration at least 13 weeks before the intended effective date (i.e., before 1 October or 1 April). In the agricultural sector, SAZAS offers cover for the risk existing under the Return to Work (Partially Disabled Persons) Regulations.
If an employer has become self-insured with respect to the Return to Work (Partially Disabled Persons) Regulations, no differentiated contribution under the Return to Work (Partially Disabled Persons) Regulations is paid. However, the employer must continue to pay the basic contributions under the Invalidity Insurance Act or Work and Income (Capacity for Work) Act. The implementing regulation (regulation based on the Social Insurance (Funding) Act) stipulates that self-insurers who have taken out private insurance can also recover a maximum of half of the private contribution. However, if the private premium covers more than the risk under the Return to Work (Partially Disabled Persons) Regulations, only that part of the premium related to the risk under the Return to Work (Partially Disabled Persons) Regulations can be recovered.

Self-insurers can recover either up to half of the costs related to the Return to Work (Partially Disabled Persons) Regulations (if they do not have private insurance) or the insurance contribution (if they do have private insurance). Because the private insurance premium can cover more than just the risk under the Return to Work (Partially Disabled Persons) Regulations (e.g., also sickness benefits or supplements to the benefit under the Work and Income (Capacity for Work) Act), only that part of the contribution related to the risk under the Return to Work (Partially Disabled Persons) Regulations can be recovered. In such cases, insurers may indicate to the employer which part of the contribution relates thereto.

ANNEXE XVII SCHEDULES ON THE TAKING OF HOLIDAY DAYS, TO ARTICLE 28

Distinction between statutory and non-statutory holiday days

In the context of holiday days accrued from 1 January 2013 onwards, a distinction must be made between statutory holidays and non-statutory holidays.

The number of statutory holiday days is 20 days per year in the case of full-time employment. These days expire 6 months after the year in which they were accrued. So days accrued in 2013 will expire on 1 July 2014, etc.

A limitation period of 5 years applies to non-statutory holidays from 1 January 2013 onwards.

The following holidays are non-statutory holidays under the CLA for the open cultivation sector:

- The days referred to in Article 27(2) that exceed 20 days;
- The days referred to in Article 27(5) and Article 30. These are the extra days for people aged over 50; and
- The extra days in case of long-term employment, respectively.

Overview of expiry and limitation dates

The table below shows the expiry and limitation periods for the various days and years:

Accrual	Expiry date	Limitation date
Statutory days 2022	01-07-2023	
Statutory days 2023	01-07-2024	
Statutory days 2024	01-07-2025	
Non-statutory days 2018		31-12-2023
Non-statutory days 2019		31-12-2024
Non-statutory days 2020		31-12-2025
Non-statutory days 2021		31-12-2026
Non-statutory days 2022		31-12-2027
Non-statutory days 2023		31-12-2028
Non-statutory days 2024		31-12-2029

ANNEXE XVIII ADDITIONAL PROVISION ON WAGES PAYABLE TO FOREIGN WORKERS, TO ARTICLE 19(3)

The conversion of wage into tax-free reimbursements or tax-free benefits in kind is allowed, subject to the following restrictions and conditions:

Mandatory provisions must be taken into account when converting wages into tax-free reimbursements or tax-free benefits in kind in connection with extraterritorial costs.
The conversion of wage is only allowed if and to the extent permissible for tax purposes.
The amount of the tax-free reimbursements or the value of tax-free benefits in kind that the employer wants to reimburse or pay untaxed must be stated on the payslip.
The conversion of wages into tax-free reimbursements or tax-free benefits in kind must be agreed to in writing with the employee in advance and must be laid down in (a supplement to) the employment agreement . The (supplement to the) employment agreement must inter alia state which tax-free reimbursements or tax-free benefits in kind the employee converts wages into, and the agreed period.
The wage after the conversion may not be less than the statutory minimum wage applicable to the employee.
The conversion of wage components does not affect the basis of these wage components. When converting, the total sum of the wage components to which the employee is entitled is first determined. Next, the part that can be converted is determined.

ANNEXE XIX SELF-DECLARATION OF COMPLIANCE WITH THE CLA

Self-declaration of compliance with the CLA

1. Company details

Company name (legal name):

Street address:

Street:

Postal code and town:

Postal address:

Street:

Postal code and town:

2. Contact details

Name:

Initials:

Position:

3. CLA details

Applicable CLA:

Signature

By signing this form, you state:

- To have answered all questions to the best of your knowledge and in accordance with the truth;
- To apply the CLA faithfully, including in periods when no order declaring the CLA binding exists. The employer is aware that if it fails to comply with the CLA, the housing certification will be revoked.

Signature: Date: Name:

ANNEXE XX PROTOCOL PROVISIONS

The parties to the CLA will implement the following agreements during the term of the CLA:

1. Low unemployment insurance contribution for seasonal employment
Many companies in the open cultivation sector deploy temporary workers carry out seasonal work. The high unemployment insurance contribution is paid for these employees under the Balanced Labour Market Act because they are temporary workers. The Minister of Social Affairs and Employment has indicated that he wants to make an exception for seasonal, temporary work.
CNV Vakmensen and FNV will, when the government offers sectors the space to work out the low unemployment insurance contribution for seasonal labour during the relevant collective agreement negotiations, cooperate constructively, so that the CLA specifies which seasonal work will be eligible for the application of the low unemployment insurance contribution. Employers are not asking unions to commit in advance to agreeing with government and parliament creating space for the lower unemployment contribution for seasonal workers. This protocol agreement will not be used, either by the individual employer organisations concerned or collectively, to influence the discussion on this matter at the national level with the minister.

2. Housing costs study
The parties will conduct a study during the term of the CLA to assess whether the housing costs can be brought in line with the quality of housing provided.

3. Long-term employability
The parties want to promote healthy and safe work, and encourage employers and employees to engage in lifelong learning. Long-term employability starts upon entering the labour market, the workplace, and ends at retirement. The aim is keep workers as healthy and employable as possible.
During the term of the CLA for the open cultivation sector, the parties will explore the means to realise this aim. The parties to the CLA will set up a joint working group for this purpose. The study stems from the pension agreements made at the central level by the social partners**.**

Contents of the study
All resources are considered and examined in context. Specific focus will be on:
- pre-existing resources for long-term employability
- opportunities for employees in physical demanding occupations to retire earlier, before state-pension age
- the pension scheme
- the usefulness and necessity of benefits over and above the statutory minimum and paid out for longer than the statutory period
- the possibilities of rearranging the working week
- the influence employees have on their working and rest times
- learning/development and talent management.

Research methodology
- a wide-ranging employee and employer survey by an independent authoritative party. This study examines employees' desires but also their consequences for each resource.
- the study examines the financial viability of the various resources studied in terms of feasibility and effectiveness.

Completion

Before the end of the CLA term, the working group will deliver a recommendation to the parties to the CLA on the implementation, improvement, or continuation of resources for achieving long-term employability. The preconditions of this recommendation are the following:

- the resources are in line with the wishes of the employers and employees arising from the wide-ranging employee and employer survey; and
- do not increase employee and/or employer costs and can be implemented within a reasonable framework; and
- allow for customisation and fit within the corporate culture and employee's mindset.

The parties will discuss the connection with the other working group on long-term employability in the open cultivation sector. The employers wish to avoid duplication as much as possible.

ANNEXE XXI POSTED WORKERS (POSTED WORKERS IN THE EUROPEAN UNION (WORKING CONDITIONS) ACT)

Table 1. Overview

Terms of Employment (Cross-Border Work) Act (Posted Workers in the European Union (Working Conditions) Act) topics	**Articles of the CLA**
a) General	Article 3 Definitions Article 5 Obligations of the employer Article 6 Obligations of the employee Article 46 Appeal against CLA classification
b) Maximum work hours and minimum rest periods	Article 13 General provisions Article 14 Basic scheme Article 15 Annual hours model Article 16 Additional provisions for the basic scheme and the annual hours model
c) Minimum number of holiday days	Article 27 Holidays except paragraph (4)
d) Minimum wage	Article 17 Job classification Article 18 Wage and compensation scheme paragraphs (4) and (5) Article 27 Holiday allowance paragraph (4) Article 31 Special leave Article 41 Commuting expenses
e) Conditions for posting workers	Article 36 Temporary work and temporary workers
f) Occupational health, safety, and hygiene. Protective measures relating to the terms and conditions of the employment of children, young people, and of pregnant women or women who have recently given birth;	Article 7 Industry Risk Inventory & Evaluation (RI&E) Article 43 Workwear
g) Conditions concerning the accommodation of employees	Article 42 Housing

Table 2. Implementation of applicable provisions

Article	**Applicable paragraphs**
Article 3: Definitions	All paragraphs except: paragraph (3) seasonal worker paragraph (4) peak worker paragraph (6) Saturday helper paragraph (26) temporary employment agreement paragraph (28) hirer's remuneration
Article 5: Obligations of the employer	Comprehensively
Article 6: Obligations of the employee	Comprehensively
Article 7: Industry Risk Inventory & Evaluation (RI&E)	Paragraphs (1) through (4)
Article 13: General provisions	Comprehensively
Article 14: Basic scheme	Comprehensively
Article 15: Annual hours model	Comprehensively
Article 16: Additional provisions for the basic scheme and the annual hours model.	Comprehensively
Article 17: Job classification and remuneration	All paragraphs except: paragraph (2) and paragraph (3)(b) through (e)
Article 18: Wage and compensation scheme	Paragraphs (4) and (5)
Article 27: Holiday and holiday allowance	Comprehensively
Article 31: Special leave	Comprehensively
Article 36: Temporary work and temporary workers	Comprehensively

Article 41: Commuting expenses	All paragraphs except paragraph (1)(c).
Article 42: Housing	Comprehensively
Article 43: Workwear	Comprehensively
Article 46: Appeal against CLA classification	Comprehensively

ANNEXE XXII ADDRESSES OF THE PARTIES TO THE CLA

Telephone number

Netherlands Federation of Agricultural and Horticultural Organisations (LTO-Nederland)
Bezuidenhoutseweg 105
2594 AC The Hague 070-3382700
www.lto.nl

Netherlands Fruit Growers Organisation (NFO)
Avenue Louis Pasteur 6
2719 EE Zoetermeer
P.O. Box 344
2700 AH Zoetermeer 079-3681300
www.nfofruit.nl
E-mail: info@nfofruit.nl

Royal Trade Union for Tree nursery and Bulb Products (Anthos)
P.O. Box 170
2180 AD Hillegom
Weeresteinstraat 10
2181 GA Hillegom 0252-535080
www.anthos.org
E-mail: secretariaat@anthos.org

Royal General Association for Flower Bulb Culture (KAVB)

P.O. Box 175
2180 AD Hillegom
Weeresteinstraat 10a
2181 GA Hillegom 0252-536950
www.kavb.nl
E-mail: kavb@kavb.nl

FNV Agricultural and Green
P.O. Box 9208
3506 GE Utrecht
Hertogswetering 159
3543 AS Utrecht 088-3680368
www.fnv.nl
E-mail: agrarischgroen@fnv.nl

CNV Vakmensen
P.O. Box 2525
3500 GM Utrecht
Tiberdreef 4
3561 GG Utrecht 030-7511007
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	Telephone number
LTO REGIONAL ADDRESSES	
LTO North (head office) P.O. Box 240 8000 AE Zwolle Dr. Stolteweg 2 8025 AV Zwolle www.ltonoord.nl E-mail: werkgeverslijn@ltonoord.nl	088-8886688
Agriculture and Horticulture Employer's helpline P.O. Box 240 8000 AE Zwolle Dr. Stolteweg 2 8025 AV Zwolle www.werkgeverslijn.nl E-mail: info@werkgeverslijn.nl	088-8886688
LLTB P.O. Box 960 6040 AZ Roermond Steegstraat 5 6041 EA Roermond www.lltb.nl E-mail: info@werkgeverslijn.nl	0475-381777
ZLTO P.O. Box 100 5201 AC Den Bosch Onderwijsboulevard 225 5223 DE Den Bosch www.zlto.nl E-mail: info@werkgeverslijn.nl	073-2173333
FNV REGIONAL ADDRESSES Via central telephone number	088 - 3680368
CNV VAKMENSEN REGIONAL ADDRESSES Via general telephone number	030-7511007

ANNEXE XXIII OTHER ADDRESSES

	Telephone number
BPL Pensioen Europaweg 27 9723 AS Groningen P.O. Box 451 9700 AL Groningen www.bplpensioen.nl	050-5223000
Colland Insurance (SAZAS) P.O. Box 2010 3440 DA Woerden www.colland.nl E-mail: info@sazas.nl	088-5679100
Colland Labour Market Colland back office P.O. Box 3189 5902 RD Venlo www.collandarbeidsmarkt.nl E-mail: info@colland-administratie.nl	088-0084550
Colland Administrative Office Care of Actor Bureau voor sectoradvies Pompmolenlaan 10c 3447 GK Woerden E-mail: actor@actor.nl	088-3292030
Job classification appeals committee Care of Actor Bureau voor sectoradvies Pompmolenlaan 10c 3447 GK Woerden Email: paritaire.commissie@actor.nl	088-3292030