

COLLECTIVE LABOUR AGREEMENT

FOR

OPEN CULTIVATION

**1 March 2021 to 28 February 2023 including 2nd interim
amendment as of 6 September 2021**

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The parties to the CLA for Open Cultivation are:

The Netherlands Agricultural and Horticultural Association (LTO-Nederland), with business address in The Hague,
Nederlandse Fruittelers Organisatie (NFO), with business address in Zoetermeer,
Royal Trade Association for Nursery Stock and Flower Bulbs (Anthos), with business address in Hillegom,
The Royal General Bulb Growers' Association (KAVB), with business address in Hillegom,

and

FNV, with business address in Utrecht
CNV Vakmensen.nl, with business address in Utrecht.

FOREWORD

This is the Collective Labour Agreement ('CLA') for Open Cultivation, which runs from 1 March 2021 to 28 February 2023.

This CLA applies to the following sectors: arable farming, bulb growing, outdoor flowers, tree nurseries, fruit growing and outdoor vegetable growing.

This CLA also includes a job manual for Open Cultivation, which is available as a separate publication.

By virtue of a generally binding declaration ('AVV'), most of the provisions of this CLA apply to all employers and employees who fall within its scope at the time it takes effect or at any during its term.

Some provisions are not taken into account when requesting the AVV. These provisions are therefore only binding on the organised employers and their employees. Provisions on pensions are regulated in the pension regulations. These provisions are not imposed by the CLA, but by the pension fund's compulsory rules for all employers/employees covered by these rules.

In addition, the Ministry of Social Affairs and Employment sometimes leaves provisions out of the AVV. These provisions are also only binding on the organised employers and their employees. CLA provisions that by their nature do not qualify for AVV are, for example, those on pensions, reinsurance of employers' own risks and provisions not related to labour. The AVV decision sets out which provisions are covered by the AVV. The decision to grant the AVV is published by the Ministry of Social Affairs and Employment on the website of the Directorate for Implementation of Employment Conditions Legislation ([\(\)](#)) and on the website of the Government Gazette ([\(\)](#)).

The protocol provisions (Appendix XX) included in this CLA will be implemented during the term of this CLA.

Health and Safety Catalogues

Four occupational health and safety catalogues are available for the Open Cultivation sector for the subsectors arable farming and open cultivation; bulb cultivation and the bulb trade; arboriculture and perennial plant cultivation; and fruit cultivation. These Health and Safety Catalogues can be found on the website [.](#)

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Artikel 1 Work sphere

- Lid 1 In this CLA the term ‘employer’ means:
- a. a party that runs a business in which the business activities and/or working hours are devoted exclusively or primarily to open cultivation.
The working hours include the hours spent on open cultivation through manual labour supply agencies, employment agencies and other third parties within the enterprise.
‘Open cultivation’ means:
 - Vegetable crops grown in the open and vegetable crops not grown permanently under glass or plastic. This includes cultivation and propagation under glass in a tree nursery;
 - All (wholesale) trading activities in a tree nursery, by which is meant the trade in woody plants and perennials.
 - b. A party that runs a business with a component:
 - whose business activities consist exclusively or principally of open - cultivation and;
 - in which the number of working hours constitutes more than 50% of the total number of working hours in the enterprise.
This does not apply if another collective labour agreement, registered with the Ministry of Social Affairs and Employment, applies to the entire company.
 - c. Legally independent parts of companies as defined in Book 2 Article 24 of the Dutch Civil Code, whose business activities and/or working hours are devoted exclusively or primarily to open cultivation.
 - d. A partnership within a group as defined in Book 2 Article 24b of the Dutch Civil Code, of which at least 75% of the total number of working hours of the employees are exercised at one or more other group companies whose business activities consist exclusively or mainly of open cultivation.
- Lid 2 If the company satisfies the provisions within the meaning of Book 2 Article 24a et seq. of the Dutch Civil Code and can be regarded as a subsidiary or can be regarded as part of a group as defined in Book 2 Article 24b of the Dutch Civil Code and the business activities are substantially different in nature in the various subsidiaries or groups of companies, the employer is permitted to choose one or more collective labour agreements for the primary agricultural sectors, provided the choice is justified in terms of the total activities of the company or companies concerned.
- Lid 3 Without prejudice to the provisions of the preceding sections:
- a. If, within one and the same undertaking, several business activities take place that fall within the scope of the various collective labour agreements in the primary agricultural sector, and
 - b. it is not possible to determine whether the business activities and/or working hours fall exclusively or primarily under this CLA or another collective labour agreement, then the employer must choose which collective labour agreement will apply to their company, provided that the business activities, on which that choice is made, form a substantial part of its company.
- An appeal may be lodged against the employer’s classification in accordance with the procedure described in Article 46 of this CLA.
- Lid 4 Excluded:
- a. Temporary employment agencies are excluded from the scope,
 - b. Manual labour supply agencies and/or other third parties, not being employment agencies, who perform work in Open Cultivation are excluded from the scope,

except as provided in Article 36.

Artikel 2 Limited application for some groups of employees

- Lid 1 Chapter 3 and Chapter 4 of this CLA do not apply to an employee who receives an actual wage that exceeds the maximum social insurance contribution rate.
- Lid 2 Chapter 3 of this CLA does not apply to an employee who is appointed to the position of manager and earns a salary that is lower than the maximum social insurance contribution rate.
- Lid 3 The maximum contribution limit for employee insurance referred to in sections 1 and 2 is for the whole year: 2021: €58,311.
The premium threshold is revised annually. Employers receive relevant information from the UWV.
See also under keyword calculation rules.

Artikel 3 Definitions

- Lid 1 Employer: A natural person or legal entity that runs a business as referred to in Article 1.
- Lid 2 Employee: A natural person employed by the employer under an employment contract as defined in Book 7 Article 610 of the Dutch Civil Code.
- Lid 3 Seasonal worker: An employee who is deployed on the basis of a direct employment contract with the relevant employer for a fixed period, not exceeding 6 months, for relatively simple harvesting-related work.
- Lid 4 Peak worker:
1. An employee who performs seasonal, purely routine work related to harvesting and cultivation (including processing of the harvest) of agricultural crops; and
 - performs said work during a peak period (a period of increased workload) of up to 8 consecutive weeks per year; and
 - during his deployment during the peak period, is paid 0.7% of the prevailing wage; and
 - notified by the employer to the fund administrator no later than on their fifth working day.
 2. Not covered by the definition of peak worker in section 1:
 - a) an employee who contiguous to a permanent or temporary employment contract with the same employer enters into an employment contract with an interval of less than six months;
 - b) an employee with a peak employment contract that is followed within 31 days by permanent or temporary employment with the same employer.
 3. An employee can only enter into one peak employment contract per calendar year.
 4. The Peak Work Regulation relates specifically to premium exemptions for the agricultural and green sector and is separate from any other (statutory) regulations.
- Lid 5 Trainee: A person, other than an employee, who gains practical experience in an enterprise as part of their studies or training.
- Lid 6 Saturday worker: An employee who works exclusively on Saturdays.
- Lid 7 Duty roster/working time regulation: A regulation that indicates at what times the employee starts, interrupts and ends his work.
- Lid 8 Job-specific qualifying age: An age of 21 years or older.
- Lid 9 Young employees: Employees aged 20 years or less.
- Lid 10 Participation body: The works council or employee representative body as referred to in the Works Councils Act.

- Lid 11 DCC: the Dutch Civil Code.
- Lid 12 Public holidays and commemorative days: New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and 26 December, the day designated by the government for the celebration of King's Day and 5 May if this day falls in an anniversary year in accordance with the recommendation of the Labour Foundation.
- Lid 13 Parents and children: in this CLA, step parents and foster parents, and step children and foster children are equated to parents and children.
- Lid 14 Disabled person: Person with fundamental functional limitations.
- Lid 15 Month: A calendar month.
- Lid 16 Monthly wage: The weekly wage multiplied by 52.2 and divided by 12.
- Lid 17 Weekly wage: This is the actual wage divided by the number of agreed average working hours per week. The starting point is a 38-hour working week. In case of shorter or longer working hours, the actual wage is adjusted and multiplied by the factor $X/38$. See also calculation method in Annex II.
- Lid 18 Actual wages: The gross salary agreed by the employer and employee, excluding allowances and/or overtime.
- Lid 19 Hour: A time period of 60 minutes.
- Lid 20 Working hours:
- a. The normal working hours for full-time employees is 38 hours per week.
 - b. The time during which the employee:
 - i. Works or must remain at the employer's disposal for that purpose;
 - ii. In principle, performs no work on a generally recognised public holiday or another day designated by the Dutch government, insofar as it does not fall on a Saturday or Sunday, or in connection with the celebration of the King's Birthday or another bank holidays;
 - iii. Performs no work due to illness or accident, or due to holidays, vocational training or short-term absence.
- Lid 21 Job title: The characterisation of the work according to the system applied in the manual for job classification in the agricultural sectors for which the employee has been appointed.
- Lid 22 Job year: The number of years that work in a certain job has actually been performed.
- Lid 23 Pay scale: The job grade determined by the job classification described in the wage structure in Article 17.
- Lid 24 Manager: A person who is in charge of a company/ business or an organisational unit within it.
- Lid 25 Lapsed
- Lid 26 Temporary work:
- a. Temporary Workers Contract:: A contract of employment whereby one party, as an employee, is made available to a third party by the other party, as an employer, in the course of that employer's business or profession, in order to perform work under the third party's supervision and management in accordance with an assignment given by that employer to that third party.
 - b. Temporary worker: A natural person who enters into a temporary employment contract with the temporary employment agency, being the employee referred to in subsection a. of this section, as defined in Title 7 Book 10 of the DCC. For the purposes of this CLA, temporary workers are employees of manual labour supply agencies or other third parties who perform work within the scope of the CLA for Open Cultivation.
 - c. Temporary employment agency: The natural person or legal entity, including a manual labour supply agency, secondment agency or other third party, who makes an employee as referred to under subsection a of this section available to (assigns to) the employer.
- Lid 27 Health and Safety Catalogue: An occupational health and safety catalogue describe

how employers and employees should comply with regulations for safe and healthy working. There are four occupational health and safety catalogues for the open cultivation sector:

- a. Arable farming and open cultivation;
- b. Flower bulb cultivation and trade;
- c. Tree cultivation and perennial plants cultivation;
- d. Fruit cultivation.

Lid 28 Hirer's remuneration: The legally applicable remuneration of the employee employed by the client, working in an equal or similar job to that of the temporary worker. The hirer's remuneration consists of:

- a. Only the applicable periodic wage in the scale.
- b. The applicable working time reduction. This can be compensated in time and/or money, as the temporary employment agency sees fit.
- c. Allowances for overtime, working irregular hours (including public holidays), shift work and working under physically demanding conditions related to the nature of the work (including working in low or high temperatures, working with hazardous substances, or dirty work).
- d. Initial wage increase, amount and time as determined by the client.
- e. Allowance for expenses (insofar as the temporary employment agency is permitted to pay the allowance exempt from wage tax and social insurance contributions: travelling expenses, accommodation costs and other costs that are necessary in the performance of the work).
- f. Periodicals (amount and time as determined by the client).

Lid 29 Spouse: The following are treated in the same way as spouses: unmarried persons of different or equal gender who run a joint household on a permanent basis, unless they are persons with whom blood relations exist in the first or second degree.

Artikel 4 Obligations of employee and employer organisations

Lid 1 Employee and employer organisations undertake to comply with this CLA.

Lid 2 Trade unions and employer organisations undertake to promote compliance with this CLA by their members with all means at their disposal.

Lid 3 Employee and employer organisations undertake to promote the drawing up of individual employment contracts in the sector, in which there is a stipulation that this CLA applies.

Artikel 5 Employer's obligations

General

Lid 1 The employer undertakes not to employ or retain employees on terms and conditions that conflict with the provisions of this CLA.

Lid 2 After consultation, the employer shall offer the opportunity to undertake trade union activities insofar as this does not impede the normal progress of the organisation.

Lid 3 The employer, as referred to in one of the collective labour agreements listed below (all valid up to and including 31 March 2001 according to the latest extension), undertakes, in respect of employees who were already in its service when this CLA was concluded, as follows. The employer shall preserve the individual rights that the employee has built up through deviations in his employment contract from the following collective labour agreements, if no agreement on the subject concerned has been made in the new CLA:

- a. Collective labour agreement for mushroom cultivation;
- b. Collective labour agreement for agriculture;
- c. Collective labour agreement for horticulture;
- d. Collective labour agreement for tree nurseries;
- e. Collective labour agreement for flower bulb companies.

Code of conduct on takeovers, mergers, reorganisations and cessation of business activities

Lid 4 Code of conduct:

- a. The employer shall not implement a proposal for a takeover, merger, reorganisation and/or cessation of business activities, unless the trade unions and the participation body have been informed in good time.
- b. Every employer in question shall contact the relevant trade union(s) about the legal position of the employee(s) employed it employs at such a stage of preparation that the decisions to be taken can still be influenced.

Social Policy

Lid 5 In accordance with the provisions of the Works Councils Act, the employer shall periodically inform and consult the participation body about the general state of affairs in the company and more specifically about the personnel policy pursued.

Lid 6 The employer shall, as far as reasonably possible, offer equal opportunities to the occupationally disabled and the non-occupationally disabled at the time of appointment and employment. The employer shall strive to employ occupationally disabled employees in an appropriate manner.

Lid 7 Subject to the objective requirements of the job, it is not permissible to deny equal employees equal opportunities for work and equal opportunities in the organisation of work on the basis of factors such as age, sex, sexual orientation, marital status, personal beliefs or convictions, skin colour, race or ethnic origin, nationality or political affiliation.

Lid 8 The employer must pursue a policy that protects employees in the work organisation as far as possible from sexual harassment or intimidation. Sexual harassment or intimidation occurs if the employee is forced to endure unwanted conduct or sexual acts expressly against their will through the improper use of authority, to which they are bound under the contract of employment. Sexual harassment also occurs when an employee is confronted in the work situation with words or acts of a sexual nature, that the employee clearly indicates and / or the perpetrator should reasonably understand, to be undesirable to the employee.

Crop protection

The employer shall apply plant protection products in accordance with the instructions for use. It must inform workers about safety recommendations.

For further information see .

Artikel 6 Employee obligations

Lid 1 The employee must act in the interests of the employer's business with the appropriate duty of care, even if no explicit instruction has been given to do so.

Lid 2 The employee must carry out all work assigned to him by or on behalf of the employer to the best of his ability, insofar as this can reasonably be required of him, and to observe all instructions and regulations provided.

Lid 3 The employee shall comply with his duty roster as regards his working hours and rest time.

Lid 4 The employee must behave in accordance with all rules that apply in the employer's business that are not in conflict with legislation or the provisions of this CLA, such as following the instructions for wearing protective clothing and/or other means provided to protect the employee's welfare and health.

Lid 5 In the event that the employer can make a claim for compensation against one or more third parties on the grounds or as a result of the employee's work disability, the employee shall provide the necessary information.

- Lid 6 An employee is obliged within his power to undergo training, if the company's interest and/or the job so requires.

Artikel 7 Industry RI&E

- Lid 1 An industry Risk Inventory and Evaluation (RI&E) has been developed for all sectors within the Open Cultivation sector. Information on the sector RI&E is provided by STIGAS ().
- Lid 2 The parties agree to this RI&E method. The industry-specific RI&E instrument has been developed according to the state of the art and in accordance with the model referred to in the Working Conditions Decree, Article 2, Section 14b, subsection 2, and is therefore deemed to be up to date, complete and reliable.
- Lid 3 If a company procures expert help from a certified health and safety service, certified experts working elsewhere can also be hired to carry out and test an R&E in accordance with Article 14(1)(a) of the Working Conditions Act. This possibility also applies if the tailor-made arrangement is used.
- Lid 4 The employer shall submit the industry R&E carried out in the company and the plan of approach for assessment to one or more certified key experts in the sector concerned. This can be a company doctor, a labour and organisation expert, a safety expert or a labour hygienist. The RI&E and the action plan, together with the advice of the key expert(s), are to be submitted to the works council or staff representative body for approval.
Pursuant to the Working Conditions Act, Section 14, subsection 12, this assessment may be waived if an employer:
- a. Engages employees to work no more than 40 hours per week; or
 - b. Generally has 25 employees or fewer and uses a model for drawing up a risk inventory and evaluation.
- Lid 5 The parties are committed to achieving the best possible health and safety policy in the sector and constantly strive to offer employers and employees an adequate form of expert support, tailored to the sector. You can find the health and safety catalogues at .

Artikel 8 Hiring and termination of the employment contract

Lid 1 Nature of the employment contract

The employment contract is concluded in writing:

- a. Either for an indefinite period;
- b. Or for a fixed term, or for a specific job.

Lid 2 Probationary period

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

When entering into a fixed-term employment contract, a probationary period agreed in writing between employer and employee may be:

- a. No more than 2 months for an employment contract of two years or more;
- b. No more than 1 month for an employment contract longer than 6 months up to 12 months;
- c. For an employment contract of 6 months or less, no probationary period is possible.
- d. No more than 1 month if the end of a fixed-term employment contract is not set on a calendar date.

Lid 3 Content of the employment contract

A) The employment contract should stipulate, without prejudice to the provisions in Book 7 Article 655 of the DCC, the number of working hours agreed per period of time (day, week, month, quarter, season or year) and how the hours are distributed over the periods of time.

B) The employment contract shall be drawn up in duplicate. The employer shall ensure that the employee receives a copy of the contract signed by both parties.

Any amendments to the employment contract shall be dealt with accordingly.

Lid 4 Termination of employment contract

a. An employment contract is terminated by notice, except:

- i. Dismissal by mutual agreement;
- ii. Immediate dismissal for a compelling reason within the meaning of Book 7 Articles 678 and 679 of the DCC;
- iii. Termination of the employment contract in accordance with Book 7 Article 671b of the DCC;
- iv. And during or at the end of the probationary period, in which cases the employment relationship can be terminated by either party with immediate effect and without notice.

b. For termination, the employer needs the permission of the UWV in accordance with Book 7 Article 671a of the DCC. The periods of notice referred to in Article 8 section 4 (c) and (d), and section 6 apply to the termination of the employment contract. Notice of termination must be given such that the end of the employment contract coincides with the end of the month.

Notice periods

c. Employment contract for an indefinite term

- i. With respect to an employee employed for an indefinite term, the notice period to be observed by the employer in the case of an employment contract that on the day of termination:
 - Has lasted less 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.
 - For employees entitled to old-age pension, a notice period of one month applies.
 - ii. Insofar as no longer notice period is required by virtue of the provisions below, the notice period to be observed by the employer for an employee aged 50 and older who is employed for an indefinite period of time shall be at least 3 months.
 - iii. The notice period to be observed by the employee is one month.
 - iv. In the case of an employment contract for an indefinite term, no notice may be given during the first 12 months of the contract, except during the probationary period.
- d. Fixed-term employment contract
Where an employee is employed for a fixed term or for a specific job, the employment contract ends by law without notice:
- i. On the calendar date, or
 - ii. On the last day of the period or specific set of activities specified in the individual employment contract, or
 - iii. On the day when the work for which the employee was hired ends such that the number of employees exceeds the required capacity.
- e. **Notification obligation** No later than one month before the end of a fixed-term employment contract lasting six months or longer, the employer shall notify the employee in writing whether the employment contract will be continued after the agreed fixed term and, if it is continued, under what conditions. This does not apply to temporary employment contracts, the end date of which is not fixed on a calendar date.
- f. If the notification period applied by the employer is shorter than 1 month, the employee shall be entitled to payment of the salary for the shortfall in the notice period.
- g. A fixed-term employment contract or contract for a specific task or tasks may also be terminated before completion, if the employer and employee have agreed to this in writing when concluding such an employment contract, subject to the notice period referred to under c. parts i. and iii.
- Lid 5 If permission is granted by the UWV, the notice period to be observed by the employer shall be shortened by the procedural time (as stated in the dismissal permit) with the UWV, on the understanding that the remaining notice period shall be at least one month.
- Lid 6 Termination in case of occupational disability
- a. For the provisions in the following sections c. and d., the employee must comply with the rules that apply to absenteeism due to illness in the company and must provide sufficient cooperation with the reintegration obligations under the Reintegration following Sick-Leave Act ('the Wvp').
 - b. If without good reason the employee fails to cooperate sufficiently or at all with the above provisions, the employer may, after prior warning, stop the salary payment including the allowance and may, without prejudice to the provisions in c. and d., terminate the employment contract through the appropriate route.
 - c. If, after two years of occupational disability (regardless of the percentage thereof), the labour expert concludes that there are no suitable reintegration possibilities within the employer's company, the employment contract may be terminated on the condition that, in the view of the UWV, sufficient reintegration activities have been carried out, the employee cannot be re-employed within a reasonable term and it is likely that no recovery will take place within 26 weeks.
 - d. If, according to the UWV, the employer has not carried out sufficient reintegration activities, dismissal for occupational disability is possible after a maximum period

- of 3 years of occupational disability.
- Lid 7 The employment contract shall end by operation of law on the last day of the month in which the state pension age is reached.

Artikel 9 Specific provisions for a fixed-term or indefinite term contract

A. Rule on successive fixed-term contracts for a fixed term of up to and including 9 months

- Lid 1 In deviation from Book 7 Article 668a (1) (a) and (b) of the DCC and applying Article 668a(13) of the DCC, an interval of at least 3 months after a maximum of 3 employment contracts with a combined duration of up to 9 months, including any interruptions between those employment contracts, shall apply to the job titles referred to in section 3 of Article 9-A. This applies insofar as those jobs in the employer's business have a seasonal character 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.
- Lid 2 When contracting with the employee, the employer shall record that the employment contract has been agreed as a seasonal employment contract as referred to in section 1 of Article 9-A.
- Lid 3 The provisions of Article 9-A section 1 apply to company jobs based on the following (reference) jobs from the job manual:
- Assistant worker I
 - Assistant worker II
 - Worker I
 - Worker II
 - Cleaner

B. Rule on successive fixed-term contracts for a fixed term of over 9 months

- Lid 1 Applying Book 7 Article 668a (5) of the DCC, for the job titles referred to in section 3 of Article 9-B, a maximum of 3 fixed-term employment contracts may be entered into within a period of 36 months, each with a term of more than 9 months. This only applies insofar as the job for the employer has a seasonal character due to climatic and natural conditions and where the intrinsic nature of the business operations means that it is not possible for the employer to offer the employee a year-round employment contract.
- Lid 2 When contracting with the employee, the employer shall record that the employment contract has been agreed as a seasonal employment contract as referred to in section 1 of Article 9-B.
- Lid 3 The rule on successive fixed-term contracts under Article 9-B section 1 applies to the company job titles based on the (reference) jobs from the job manual.

Employment contract for an indefinite term

- Lid 4 Employment contract for an indefinite term
- a. At the employee's request, the employer and employee shall discuss the continuation of the employment contract after the third employment contract as referred to in Article 9-B, section 1. If the employment contract is continued, it shall be a contract for an indefinite term with at least the same number of working hours and the salary shall be spread over 12 months.
 - b. The employer shall confirm, no later than one month before the expiry of the third employment contract, whether or not the employment contract will be continued and, if so, under what conditions.
 - c. The employer shall comply with the employee's request to continue the

- employment, unless compelling business circumstances prevent this.
- d. The obligation for the employer as referred to in Article 9-B, section 4, only applies if the Tax and Customs Administration agrees that the salary is paid over a period in which the employee does not actually work and the employer can apply the lower redundancy pay contribution and the employee is also eligible for the labour discount over the period in which he does not actually work.

C. Application

- Lid 1 The possibility of deviating from the rule on successive fixed-term contracts as set out in Articles 9-A and 9-B may only apply to employment contracts entered into between an employer as defined in this CLA and an employee as defined in this CLA. Employers hiring staff from employment agencies will ensure that this exception is not applied to temporary workers.
- Lid 2 In applying Book 7 Article 668a (10) of the DCC, this Article 668a does not apply to an employment contract that was exclusively or predominantly entered into for the education of the BBL (vocational learning path) employee.

Artikel 10 Peak work

- Lid 1 For a period of up to 8 consecutive weeks per year, peak workers only perform routine work related to harvesting and cultivation activities (including processing of the harvest). The terms agreed under Article 11, Section 1, Seasonal worker, apply to wages and working conditions.
- Lid 2 The definition of peak employment in section 1 does not cover:
- a. employment consecutive to a permanent or temporary employment contract with the same employer with a gap of less than six months; or
 - b. an employment contract that is followed within 31 days by permanent or temporary employment with the same employer. See also Article 11, Section 2.
- Lid 3 The employer must report the peak worker to the fund administrator no later than the 5th working day. If the employer fails to report on time, the employment shall not be considered as peak employment and the employer shall pay the full premium for the employee.
- Lid 4 An employee can only engage in peak work once per calendar year.
- Lid 5 The Peak Work Regulation relates specifically to premium exemptions for the agricultural and green sector and is separate from any other (statutory) regulations.
- Lid 6 Peak workers are remunerated in accordance with the statutory gross minimum (youth) wage applicable to them. To determine the hourly wage, the statutory minimum weekly wage is divided by 38 hours.
- Lid 7 In addition, the peak worker receives a compensation of 0.7% of the prevailing wage for the loss of surviving dependants' pension during his deployment in the peak period.
- Lid 8 For peak workers, a 20% allowance on the hourly wage is paid at the end of employment to compensate for accrued holidays and holiday allowance. The provisions of Article 16, section 2 of the Minimum Wage and Minimum Holiday Allowance Act apply. From this shall be deducted the payment received by the employee for the holidays, not being public holidays, taken at his request.
- Lid 9 At the time of entering into this CLA, based on the decision of the industry funds, no premium is owed to the industry funds for peak workers. The peak worker cannot derive any rights from the industry regulations.

Artikel 11 Regulations for seasonal workers

- Lid 1 Wages and working conditions
Unless otherwise stipulated below, seasonal workers, as defined in Article 3 Section 3, are subject to the same working conditions as all other employees in the Open Cultivation sector.
- Lid 2 Duration of employment
The seasonal work scheme can be applied in a continuous period of up to 6 months per calendar year and can go beyond the turn of the year. Several employment contracts for seasonal work can be concluded within this 6-month period.
- Lid 3 In derogation from section 2, if the period of seasonal work exceeds the calendar year, a second period of seasonal work may be applied in the same calendar year. The total period of seasonal work may not exceed 6 months per calendar year. The interval between two periods of seasonal work is at least 3 months.
- Lid 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.
If applicable, the CLA youth wage percentage is applied. See Annex V and Article 17 Section 2 f. When calculating the hourly wage, a normal working week of 38 hours applies.
 - b. In case of extension of the employment contract, if the employment contract including the extension would remain within 6 months, the remuneration and allowances for the seasonal worker also apply for the period of the extension.
 - c. If due to the extension of the employment contract, the period of maximum 6 months for seasonal work is exceeded, the regular remuneration applies from the moment the period of 6 months is exceeded.
 - d. If the employee has been employed as a peak worker by the same employer in the period prior to the employment, then the period that the employee has already been employed as a peak worker in the calendar year must be deducted from the maximum period of 6 months that the employee can be employed as a seasonal worker. The interval between the period of peak and seasonal work should be at least 31 days. For the period that the employee is employed as a seasonal worker, the remuneration and allowances for seasonal workers apply. For the period that the employee is employed in another way, the regular remuneration and allowances apply.
 - e. If the employee has been employed in any way by the same employer within the calendar year in the period prior to the employment as a seasonal worker, then the period that the employee has already been employed in the calendar year must be deducted from the maximum period of 6 months that the employee can be employed as a seasonal worker. For the period that the employee works as a seasonal worker, the remuneration and allowances for seasonal workers apply. For the period that the employee is employed in another way, the regular remuneration and allowances apply.
- Lid 5 Job classification.
The job classification referred to in Article 17 does not apply to the seasonal worker.
- Lid 6 Scope of work.
For a seasonal worker a working week of 48 hours on average may be agreed for a period of 16 weeks.
- Lid 7 Allowances.
Contrary to section 1, the following allowances to the gross wage apply to seasonal workers:
- a. the first 38 hours per week no allowance;

- b. from 38 to 48 hours per week 8.25% allowance
 - c. the next 7 hours (49 hours to 55 hours) 25%;
 - d. the next 5 hours (56 to 60 hours) 100%.
- These allowances include holiday allowance

Artikel 12 Saturday work**Lid 1 Wages and employment conditions**

Insofar as not otherwise determined below, the same employment conditions shall apply to Saturday work as set out in Article 3, Section 6, as to all other employees in the Open Cultivation sector.

Lid 2 Remuneration

A Saturday worker receives remuneration based on the statutory minimum wage. For youth wages, the CLA youth wage rate is applied. When calculating the hourly wage, a normal working week of 38 hours applies. See Annex V and Article 17, section 2 f.

Lid 3 Supplements

- a. Saturday workers are not entitled to allowances in accordance with Article 13 Sections 2, 3 and 4 as included in this CLA.
- b. The Saturday worker is entitled to an allowance of 20% of the hourly wage for all hours worked, being a compensation for holiday pay and days off. The provisions of Article 16, section 2 of the Minimum Wage and Minimum Holiday Allowance Act apply.

CHAPTER 3 Working time and working hours

Article 13 General provisions

- Lid 1 Duty roster/employment contract
 - a. Every year, the employer and employee should agree in writing on the arrangement of individual working hours (duty roster). This also applies to any structural changes in the course of that year in which the agreed work is performed.
 - b. A minimum working time of 3 hours per shift (attendance) applies.
 - 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 carried out is regarded as working time.
- Lid 2 Sundays and holidays
 - a. Sundays and public holidays are not worked on, except if the employer considers it urgently necessary due to business circumstances and the employee agrees.
 - b. Wages shall continue to be paid on public holidays if this day is a working day for the employee concerned.
 - c. For work on public holidays, a allowance of 150%, being the hourly rate plus 50%, is payable. These hours are qualified as overtime hours.
- Lid 3 Irregular hours allowance
 - a. For work at the following hours, an irregular hours allowance of:
 - i. 35% for working before 6 a.m. and after 7 p.m. on Mondays to Fridays;
 - ii. 35% for working on Saturdays;
 - iii. 100% for working on Sundays
 - iv. 50% for working on Sundays **only** if the following conditions are met:
 - this Sunday is considered a fifth working day according to the roster **and:**
 - the schedule in which this Sunday is included has been made demonstrably and personally known to the employee in writing by the employer no later than four weeks in advance.
 - b. If the employee and employer agree that instead of working on one of the days Monday to Friday, they will work on Saturday, no irregular hours allowance shall be payable on Saturday when working after 6 am and before 7 pm.
- Lid 4 Overtime payment

Hours worked in excess of the agreed hours are overtime hours. For these hours an allowance of 35% (overtime allowance) applies.

Surcharges sections 2 and 3	Monday to Friday inclusive	Saturday	Sunday		public holidays
0.00 - 6.00	35%	35%	100%	50% ¹⁾	150%
06:00 - 19:00		35% (see exception Art. 13(3)(b))	100%	50% ¹⁾	150%
19.00 - 24.00	35%	35%	100%	50% ¹⁾	150%
Overtime section 4	35%	35%	100%	50% ¹⁾	150%

¹⁾ Only if the conditions mentioned in section 3a. sub iv are met.

There shall be no aggregation of allowances due under sections 2, 3 and 4, the highest allowance shall apply. These allowances include the holiday allowance. The provisions of Article 16, section 2 of the Minimum Wage and Minimum Holiday Allowance Act apply.

Artikel 14 Basic scheme

Lid 1 General Provisions

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

Lid 2 Working hours and overtime

- a. The working hours for a full-time employee are 38 hours per week.
- b. In deviation from sub a. of this section, the employer and employee may agree on a working week of up to 42 hours. The remuneration is increased proportionally.
- c. The working hours per day amount to a maximum of 10 hours and per week to a maximum of 38 to 42 hours, depending on what has been agreed in b. of this section.
- d. The maximum working time for a 15-year-old is:
 - during a school week: maximum 12 hours per week, maximum 2 hours per day and maximum 8 hours on a day off;
 - during a holiday week: maximum 40 hours per week and maximum 8 hours per day.
- e. The maximum working time for a 16 and 17 year old is 160 hours per 4 weeks and a maximum of 9 hours per day.

Lid 3 Wage

- a. The employee is entitled to a periodic wage (per week, 4 weeks or month) based on the agreed weekly working hours.
- b. The extra wages for overtime and allowances can, in consultation between employer and employee, be paid in cash or settled in time.

Artikel 15 Annual hours model

Lid 1 General Provisions

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

Lid 2 Application

The annual hours model can only be applied if this has been stipulated in writing in the company regulations and/or the employment contract. It cannot be applied in combination with a zero hours or min-max contract.

Lid 3 Individual annual hours standard

- a. Barring overtime, the annual working hours for a full-time employee are 1,983.6.
- b. By way of derogation from subsection a. of this section, the employer and the employee may agree on a higher number of working hours up to a maximum of 2,192.4 hours per year. The remuneration is increased proportionally.
- c. The agreed annual working time applies as the individual annual hours standard.

Lid 4 Working hours and overtime

- a. The working hours per day are maximum 10 hours and per week maximum 50

- hours.
- b. In the case of part-time employment, the working hours are only performed on the days (max. 10 hours) and/or parts of the day (max. 5 hours) agreed in the employment contract.
- c. In consultation between the employer and employee, it shall be determined whether there is more work than provided for in the duty roster, unworkable weather or lack of work. The employer ultimately determines whether this is the case and, in principle, notifies the employer in good time before the start of the working day whether work is being carried out and, if so, the duration of the work. In this regard:
 - i. the employer must continue paying the period wage;
 - ii. more hours worked on this day count towards the annual hours to be achieved;
 - iii. hours worked less on this day do not count towards the annual hours to be achieved;
 - iv. except for overtime, a maximum of 10 hours per day and 0 hours on days off/parts of the day applies;
 - v. each day on which work has started counts for at least 3 hours in the annual hours to be achieved.
- d. The employer must keep clear records and provide the employee at least once every quarter with an overview of the balances of accumulated and utilised hours within the framework of the annual hours model.

Lid 5

Leave and absence

- a. The standard daily hours in the annual hours model is 1/5th part of the agreed average weekly working hours or, if the working pattern has been set out in the employment contract, the number of hours that follows from the working pattern.
- b. The following days count towards the annual hours to be achieved on the basis of the standard daily hours:
 - i. holidays;
 - ii. public holidays that fall on any weekday (Mondays to Fridays);
 - iii. paid leave.
- c. Sick leave counts towards the standard daily hours in the annual hours to be achieved.
- d. Short-term absence without pay and parental leave shall be deducted from the annual hours to be achieved on the basis of daily hours. The period wage is reduced by the wage value of the absence.
- e. The hours that fall under the bridging arrangement (OBF) are deducted from the annual hours to be achieved.

Lid 6

Payment and settlement of plus hours and minus hours

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

- f. If the employment contract has not commenced and/or ended on the settlement date, the balance of plus or minus hours to be settled shall be calculated pro rata.

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

Lid 1 Shift work

The employer may agree with its participation body to introduce shift work. If there is no participation body within the company, the employer may introduce shift work if he agrees with a majority of the employees concerned. In the case of shift work, overtime allowances and irregular hours allowances apply in full.

Lid 2 Hot weather schedule

The employer may agree with its participation body that a hot weather schedule will apply in the company. If there is no participation body in the company, the employer may introduce the hot weather schedule, provided it is agreed by a majority of the employees concerned. Where a hot weather schedule applies, the overtime allowance shall apply in full and different arrangements shall be made about the irregular hours allowances.

Lid 3 Bridging scheme for employment contracts for an indefinite term

- a. The employer and employee can agree until 1 January 2018 that the bridging scheme will apply to the employment contract. As of 1 January 2018, the scheme is a closed scheme and only applies to contracts entered into before 1 January 2018. The content of the employment contract must then meet the conditions set out in Annex X.
- b. Under the bridging scheme, the employer may determine that, during the period from 15 November to 1 April, work cannot be carried out due to direct or indirect weather conditions. In that case, the bridging scheme applies.
- c. During the bridging period, the employer must continue to pay 100% of the actual wages to the employee.

Article 16a Unworkable weather

Section 1 Unworkable weather due to exceptional natural circumstances exists if the employee cannot perform his (usual) work. The manager shall, in consultation with the employee(s) concerned, decide whether the weather is unworkable and when and for how long the work cannot be done as a result.

Section 2 If an employee cannot perform his work as a result of unworkable weather, regardless of the duration of those circumstances:

- a. the employer must continue paying the actual wage;
- b. the employee must perform other work for the employer;
- c. For the purposes of the annual hours standard:
 - the hours in which the employee performs substitute work count towards achieving the annual hours standard;
 - each day on which work has started counts for at least 3 hours towards achieving the annual hours standard;
 - if no work is done on a day, the hours of that day do not count towards achieving the annual hours standard.

Section 3 Contrary to section 2 under a. and Book 7 Article 628 (1) of the DCC, there is no obligation to continue payment of the actual wage if work cannot be performed due to:

- a. frost, sleet, snowfall as further specified in section 4 a;
- b. excessive rainfall as further specified in section 4 b;
- c. high water or other exceptional natural circumstances as further specified in

section 4 c;

and:

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

Section 4 a. Frost, ice or snow in the period from 1 November to 31

March. Frost is deemed to have occurred if one or more of the following frost standards have been met:

- the measured temperature between 00.00 and 07.00 has fallen below -3° Celsius;
- the measured temperature at 07.00 and at 09.00 is -0.5° Celsius or lower;
- the measured temperature at 09.00 is -1.5° Celsius or lower;
- the frost is still in the ground at 10.00;
- the wind chill factor at 09.30 according to the 09.00 measurement is -6.0° Celsius or lower. There is no need for frost;

There is black ice according to the measurement of the KNMI weather station in the postcode area in which the workplace where the employee is working or would be working is located.

Snowfall is defined as snow that remains on the ground for at least 24 hours, regardless of its quantity.

- b. Excessive rainfall is defined as rainfall of at least 300 minutes on a working day between 07:00 and 19:00 according to the measurement of the KNMI weather station in the postal code area where the employee is employed.
- c. Other exceptional natural conditions:
- storm: wind force 8 Beaufort scale or higher
 - heat: 35°C or higher or 5 consecutive days a daily temperature 27°C or higher; or:
3 consecutive days: night temperature >18° and day temperature >30°; or:
3 consecutive days: night temperature >20° and day temperature >32°;
 - flooding as a result of rivers, ditches, etc. flooding, but also regular rainfall and/or pouring outside which makes the work object inaccessible;
 - the effects of frost or snow make work impossible or unsafe.
- d. If there are no KNMI figures to support the unworkable weather, the employer must retain documentation/photos in order to be able to show at a later date why the work could not be carried out.

Section 5 If the employer is not obliged to continue paying the actual wage pursuant to section 3, the employer may apply to the UWV for unemployment benefit on behalf of the employee within the framework of the Unworkable Weather Regulations.

In this regard:

- a. on a day reported to the UWV, the employer may not have the employee perform any (substitute) work or use a third party to perform the employee's usual work.
- b. the employer supplements the unemployment benefit of the employee concerned to 100% of the actual wage.
- c. concurrence of the UWV benefit in the context of unworkable weather with a benefit from the Bridging Fund is excluded.

Section 6 If the employer does not apply for unemployment benefit or if the application is rejected by the UWV, section 2 applies and the employer must continue paying the actual wage.

Section 7 a. For every day on which an employee is unable to perform his work due to weather conditions as referred to in section 4 of this article, the employer shall report this to the UWV in accordance with the implementation regulations, using the form supplied by the UWV. In doing so, it shall indicate for each employee for which number of working hours at which work location the work cannot be performed, as well as the position of the employee and the reason for not being able to perform the work.

- b. The notification by the employer to the UWV must be received by the UWV before 10.00 on the same day on account of the circumstances referred to in sections 4 a and c of this article. The employer must report this to the joint committee () at the same time as the application to the UWV;
- c. The employee must receive notice before 10.00 in the morning that he does not have to attend work that day because of weather conditions or that his employer has actually sent him home for that reason.

Artikel 17 Job classification and remuneration

Lid 1 General

- a. The job titles of the employees are or will be classified into job grades on the basis of the ORBA job evaluation system, as set out in the Job Manual for Open Cultivation.
- b. The classification is set out in the Job Manual for Open Cultivation and applies to this CLA. This manual is part of this CLA. For the text, please refer to the Decree on the Universally Binding Declaration, UAW No. 11818, Government Gazette 29 November 2016, No. 49251. The reference grid is set out in Annex I.
- c. Each job group has a pay scale based on the CLA. The pay scales indicating the gross hourly wages are given in Annex III and Annex IV.
- d. The employer must inform the employee of the job grade in which the job he has filled is classified. Furthermore, it must stipulate the relevant job grade in the written employment contract.
- e. If the employee so wishes, he should be given the manual for inspection.
- f. If an employee objects to his job description or job classification, he can make use of the appeal procedure as included in the Job Manual for Open Cultivation.

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

- a. Peak workers referred to in Article 10 with a direct employment contract with the employer referred to in this CLA.
- b. Seasonal workers referred to in Article 11 with a direct employment contract with the employer referred to in this CLA.
- c. Workers who perform work in the framework of employment and job-search projects that are eligible for placement incentive schemes.
For each project it is agreed when the legal minimum wage or the legal minimum wage plus 10% or 20% will be applied, with the proviso that after 6 months at the latest, remuneration will be at 10% above the minimum wage level (see Annex V).
- d. Workers with employment disability.
A separate pay scale has been introduced for employees who belong to the target group of the Participation Act, namely employees with a WSW (sheltered employment) indication and Wajongers (young disabled persons) with work capacity who, due to a work restriction, have been determined to be unable to earn 100% of the statutory minimum wage (SMW). See Annex V.
- e. Age scale
Employees who have not yet reached the job-specific qualifying age in their salary scale are placed in the age scale and receive the salary that corresponds to their age. Amendments shall take effect from the month following that in which the employee's birthday falls.
- f. The CLA wage for an employee aged 20 or younger is derived from the CLA wage for an employee aged 21 or older (scale 0 second half-year) in accordance with the percentages given below:

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

Lid 3 Years of service and experience

- a. Employees who have reached the job-specific qualifying age for their salary scale are remunerated according to the job-year scale. This classification has a minimum and a maximum.
- b. After each year of consecutive employment with the same employer, an employee shall be eligible for a periodic increase of at least one job year up to the maximum of the scale in his job title, unless one or more circumstances occur or have occurred as referred to in sections c., d. and e.
- 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 increase of a job year will be granted.
- d. If an employee performs sub standard and the employer has warned him of this in writing at least twice in the previous calendar year without any improvement in performance, no increase in the job year shall be granted. Such a decision shall be confirmed in writing by the employer. This is conditional on there being a well-functioning system of performance interviews.
- e. An employee whose job is classified in grade F or higher (in both the old and new pay scale), and who on commencement of employment does not yet have the skills and experience required to perform the job, may for a maximum of 6 months be placed in a pay scale which is lower than that of the job, if this is laid down in writing in the relevant employment contract.

Lid 4 Contrary to section 1 c, an employee who upon commencement of employment does not yet possess the specific professional and/or business knowledge required for the performance of the job may be placed in a starting grade B on the basis of 100% of the statutory minimum wage under the following conditions:

- a. The employee's job is classified in job group B;
- b. The employer shall give the employee the opportunity to follow the education/training necessary for the job;
- c. The employee shall be employed for at least 2 years, taking into account the probationary period;
- d. The scope of employment is at least 80%;
- e. In year 1, the employee is placed in the starting salary scale and pro rata to the employment corresponding to 100% legal minimum wage with a 38-hour working week.
- f. After year 1, the employee will be classified in step B0;
- g. After year 2, if he performs well, the employee will be promoted to the regular salary scale.

The employment contract referred to in Section 4 may be terminated prematurely with the approval of the UWV or dissolved by the subdistrict court.

Artikel 18 Wage and remuneration scheme

- Lid 1 The employer must provide the employee with a written pay slip containing the amount paid with each wage payment, the amounts of which it is composed, and the premiums, taxes and amounts withheld as well as expenses. The pay slip shall also

- indicate the name of the employer and employee and the period to which the payment relates.
- Lid 2 Regular salary payments will be made on an annual basis or according to the duration of the contract.
- Lid 3 The employer and employee may agree in writing on a form of performance-related pay, whereby the weekly wage tables included in this CLA shall apply as a minimum.

Wages

- Lid 4 Increase and payment
The actual wages and salary scales are increased as follows:
a. As of 1 April 2021: 2.0%
b. As of 1 July 2022: 2.0%
In the salary tables, included in Annex III and Annex IV, the above salary increases have been incorporated. Annex II shows the method of calculating the wage increase for the Open Cultivation all sectors.
- Lid 5 The wages for all sectors of Open Cultivation are calculated on the basis of a 38-hour working week. An employee who was already working under the regime of the collective labour agreement for tree nurseries that immediately preceded this CLA and is in the service of the same employer is no longer entitled to scheduled days off if the employee wishes to work a 38-hour week with a salary that has been recalculated in accordance with the provisions of this section.
An employee who was already working and is still working for the same employer in the aforesaid period and who continues to work on the basis of a 38-hour working week according to the immediately preceding collective labour agreement, whereby the salary is not recalculated as referred to in this section, retains his entitlement to 6 scheduled days off per year. In the case of a 37.5-hour working week, the number of scheduled days off is 3 per year.

Artikel 19 Gross salary level and tax arrangements

- Lid 1 If, at the employee's request, the gross wage level is adjusted downwards within the framework of tax regulations, for example in connection with childcare or save-as-you-earn schemes, the employer shall still be deemed to have complied with the gross wage level as derived from this CLA.
- Lid 2 Every year, the employee may submit a request to the employer for the tax gross-up of the amount paid by him for membership in an employees' organisation in the calendar year concerned. The employer shall comply with this request. The employer will reserve space for this in the work-related costs scheme (WKR).
- Lid 3 At the request of the employer, part of the gross salary can be exchanged for a tax-free allowance within the framework of tax regulations, provided the employee has agreed to this in writing. The employee must be made aware of the consequences of this exchange. Foreign workers are subject to the conditions set out in Annex XVIII.
- Lid 4 At the request of employees, taxed income elements can be exchanged for untaxed compensation as far as the applicable tax regulations allow.

Artikel 20 Disability

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

- Lid 1 With regard to reporting sick and control regulations, the employee must follow the instructions of the occupational health and safety service ('Arbodienst') and, insofar as applicable, the company regulations. See Annex XII.
- Lid 2 The company regulations may contain further rules, which provide for the full or partial suspension or refusal of the payment of wages in the event of illness, if the employee is culpably unfit for work, refuses to comply with the control instructions of the arbodienst, fails to cooperate sufficiently in the reintegration process or refuses to perform suitable work.
- Lid 3 For the payment percentages specified in Article 21, the employee must comply with the rules that apply to absenteeism in the company and must provide sufficient cooperation with the reintegration obligations under the Reintegration following Sick Leave Act (Wvp). This is assessed by an independent expert such as a company doctor or an employment expert.
- Lid 4 The employer has a maximum effort obligation to reintegrate employees who are less than 35% unfit for work, either inside or outside the company.

Artikel 21 Payment obligations of the employer in case of incapacity for work and right of recourse

- Lid 1 The calculation of the amount of the salary determined in time as referred to in the sections of this article is based on the provisions of Book 7 Article 629 of the DCC, namely the salary to which the employee - had he not become occupationally disabled - would have been entitled.
- Lid 2 Employees whose employment contract is terminated during incapacity for work are not entitled under the statutory obligation to continue paying wages, as described in Book 7 Article 629 of the DCC, nor to the allowances as stated in this article, with effect from the day after the employment contract ends.
- Lid 3 Employees who are fully and permanently incapacitated for work and who enter the Income for Fully Disabled Employees Provision ('the IVA') within the first two years of incapacity for work are entitled to the allowances to the obligation to continue payment of wages as included in this article.
- Lid 4 Wage payment obligations first period of 26 weeks (within the first year of incapacity for work)
 - a. In the event of incapacity for work, the employee shall continue to be paid 70% of the salary determined on the basis of a time scale during the first 26 weeks of the statutory period mentioned in Book 7 Article 629 of the DCC.
 - b. During the first 26 weeks of the statutory period as described in the said Book 7 Article 629, the employee shall receive, in addition to the statutory continued payment of wages, a supplement up to 100% of the wages calculated on a time-basis.
 - c. In case of partial incapacity for work, payment is made pro rata.
- Lid 5 Wage payment obligations second period of 26 weeks (within first year of incapacity for work)
 - a. In the event of incapacity for work, the employee shall continue to be paid 70% of the salary determined on the basis of the time frame during the second period of 26 weeks of the statutory period, as referred to in Book 7 Article 629 of the DCC.
 - b. During the second period of 26 weeks of the statutory period as referred to in the

- said Book 7 Article 269, the employee shall receive, in addition to the statutory continued payment of wages, a supplement up to 90% of the wages calculated on a time basis.
- Lid 6 c. In case of partial incapacity for work, payment is made pro rata.
Wage payment obligations second year and third year of incapacity for work:
- a. In the event of incapacity for work, during the second year of the statutory period, as referred to in Book 7 Article 629 of the DCC, the employee shall continue to be paid 70% of the wages calculated on a time basis.
- b. During the second year of the statutory period as referred to in the said Book 7 Article 629, the employee shall receive, in addition to the statutory continued payment of wages, a allowance to 75% of the wages calculated on a time basis. If the employee cooperates sufficiently with the reintegration obligations under the Wvp, the allowance will be increased to 85% of the wages calculated on a time basis.
- c. In the event that the UWV imposes a wage penalty on the employer due to culpable behaviour, the employer will receive compensation for the third year of incapacity for work amounting to 85% of the last salary earned.
- d. In case of partial incapacity for work, payment is made pro rata.
- Lid 7 Wage payment obligations for employees less than 35% incapacitated for work
If, following the period of incapacity for work referred to in section 6 of this article, the employee is incapacitated for work according to the UWV or earlier if this has been objectively established, but less than 35%, and for as long as the employment is continued with the same employer, the employee shall receive 90% of the salary calculated on a time basis for a maximum of 5 years.
- Lid 8 For the purpose of determining the amount of the supplement to the obligation to continue to pay wages as referred to in the previous sections, the employee shall receive no more than the agreed wage calculated on a time basis.
- Lid 9 Pursuant to Book 6 Article 107a of the DCC, the employer has an independent right of recourse in the event of incapacity for work of an employee, caused by a liable third party.
- Lid 10 Employer's obligations
- a. If, in addition to a ZW, WAO or WIA (sickness, old-age pension, or unemployment) benefits by virtue of any insurance prescribed by law or from any fund in which participation has been stipulated in or arising from the employment contract or a collective labour agreement, the employee is entitled to a monetary payment or benefit in the event of incapacity for work, the employer's obligation shall be reduced by the amount of that payment or benefit, including the ZW, WAO or WIA benefit.
- b. The employer must continue to pay the salary and allowance referred to in Article 21, Sections 3, 4, 5, 6 and 7, except insofar as the employee does not receive the financial compensation or benefits referred to in Article 21, Section 10 a. as a result of his non-compliance with the relevant regulations.
- Lid 11 For the purpose of calculating the supplement to the sickness benefits as referred to in the previous sections, benefits include benefits and/or income that have been deducted from the sickness benefits.
- Lid 12 If and insofar as the sickness benefits are paid through the employer and these benefits exceed the wages applicable to the employee after the prescribed deductions have been deducted, the employer must pay the employee the excess as well.
- Lid 13 Suspension
- a. The employer is authorised to suspend the payment obligations arising from this article for the period during which the employee fails to comply with the regulations in this section concerning the provision of information required by the employer to establish entitlement to wages.

- b. The employer may no longer invoke any reason not to pay the salary in full or in part, or to suspend payment thereof, if it has not notified the employee thereof within four days after the suspicion has arisen or should reasonably have arisen.
- Lid 14 There is a separate SAZAS Sickness Absence Insurance cover. This insurance offers a Basic package for the employer and a Plus package for the employee. See Annex VI.

Artikel 22 Support during absence

During the first two years of incapacity for work, the employee is entitled to absenteeism support under the Reintegration following Sick-Leave Act ('the WVP').

Artikel 23 Exceptions

- Lid 1 Without prejudice to the provision contained in Article 21, the employer is obliged by virtue of the WVP to continue paying wages after a period of 104 weeks of incapacity for work up to a maximum of one year, and must also continue working on reintegration if:
- Lid 2 During the processing of the WIA application, it appears that the employer, without sound reasons, has not or not completely fulfilled its effort obligations to reintegrate the sick employee;
- Lid 3 The employer and employee have jointly requested the UWV to extend the waiting period for the WIA by a maximum of one year.
- Lid 4 The employer undertakes to continue paying 100% of the salary if an expert opinion is requested from the UWV when determining the WIA. This is conditional upon the request for an expert opinion being made within 10 days after the WIA decision has been issued and the result of the expert opinion being disclosed within 30 days (see Annex XIII).
- Lid 5 Contrary to the provisions of the previous sections and with the exception of the provisions in Article 21, Section 7, if the WIA takes effect at a later time than usual, the total period for which the employer has a payment obligation shall be maximised at 3 years from the first day of incapacity for work.

Artikel 24 Breakdown of differentiated WhK premium

- Lid 1 The employer may deduct half of the costs resulting from the individual differentiated WhK (work resumption fund) premium from the employee's (net) salary.
- Lid 2 The authorisation referred to in section 1 shall also be granted to an employer who has insured the WGA risk privately or is the WGA excess carrier. See also Annex XVI.

Artikel 25 End of the employer's obligation to continue to pay wages

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

- Lid 1 If the illness was deliberately caused, or is the result of a defect about which he provided false information in the context of an appointment examination within the framework of the Medical Examinations Act, Annex XIV, and as a result the assessment of the stress resilience criteria for the job title could not be carried out correctly;
- Lid 2 If he has not complied with the monitoring requirements in accordance with Article 20 and Annex XII;
- Lid 3 For the time during which his recovery is impeded or delayed through his fault;
- Lid 4 For the time during which, although capable of doing so, he does not perform suitable work for the employer or for a third party designated by the employer with the

- permission of the implementing body with which it is affiliated, and which the employer has given him the opportunity to do, without any valid reason;
- Lid 5 If the employee does not cooperate in recovering the expenses from third parties.
-

Artikel 26 Medical examination

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

- a. From 35 to 44 years old, once every 3 years;
- b. From 45 to 49 years old, once every 2 years;
- c. From 50 years onwards annually.

Subject to the relevant statutory provisions, the company regulations may opt for a different interpretation of the occupational health examination.

CHAPTER 6 Holidays and leave

Artikel 27 Holidays and holiday allowance

- Lid 1 The holiday year runs from 1 January to 31 December.
- Lid 2 Employees with a full-time employment contract are entitled to 25 days of holiday or the equivalent per year on the basis of their employment contract. Employees with a part-time employment contract are entitled to a number of days off or the equivalent in proportion to the scope of their employment contract and over the average number of extra hours worked.
- Lid 3 Employees who have not reached the age of 18 at the start of the holiday year are entitled to 28 days of holiday per year.
- Lid 4 Employees shall be entitled to a holiday allowance amounting to 8.25% of the actual wage to be paid by the employer (excluding allowances and/or overtime) as well as the benefits to which they are entitled during the period of employment under the Sickness Benefits Act, Chapter 3, Section 2, Section 1 of the Work and Care Act and the Unemployment Insurance Act. The provisions of Article 16, section 2 of the Minimum Wage and Minimum Holiday Allowance Act apply. Employees with a part-time employment contract are entitled to the above holiday allowance in proportion to the scope of their employment contract and over the average number of additional hours worked.
- Lid 5 Employees aged 50 and over are entitled to a number of extra hours of holiday per year as a percentage of the corresponding number of working hours referred to in Article 14 Section 2 a. Rounding off is done to two decimal places, as follows:
- i. 0.4% at 50 years
 - ii. 0.8% at 55 years
 - iii. 1.2% at 58 years and
 - iv. 2.0% at 60 years

Example 1:

An employee is 55 years old and works 38 hours a week.

He gets $38 \text{ hours} \times 52.2 \text{ weeks} \times 0.8\% = 15.86 \text{ hours}$ extra leave per year.

Example 2:

An employee is 58 years old and works 32 hours a week:

He gets $32 \text{ hours} \times 52.2 \text{ weeks} \times 1.2\% = 20.04 \text{ hours}$ extra leave per year.

Example 3:

An employee turns 50 on 1 June of any year and works 38 hours per week.

He receives $38 \times 30(\text{remaining weeks in the current calendar year}) \times 0.4\% = 4.56$ hours of extra leave in the current calendar year.

- Lid 6 The dates of holidays and the length of the continuous period(s) shall be determined in good time in advance by agreement between the employer and the employee.
- Lid 7 If, at the time of termination of the employment relationship, the employee has taken more or less holidays than he is entitled to under the provisions of this CLA, the employer and the employee shall settle any excess or shortfall on the basis of the wages for these holidays. Compensation for holidays not taken or not properly taken shall not be permitted as long as the employment relationship lasts, with the exception of holidays in excess of the statutory entitlement.

Artikel 28 Distinction between statutory and non-statutory holiday days

There is a distinction between statutory holidays and holidays in excess of the statutory entitlement. Statutory holidays expire on 1 July after the year in which they were accrued. A different arrangement applies to the holidays above the statutory entitlement.

Annex XVII contains more information on the new holiday law, statutory holidays and holidays in excess of the statutory entitlement; the new expiry date; the old and new limitation period; and the order in which holidays are taken.

- Lid 1 The employer shall distinguish between statutory and non-statutory days leave in the records for accrued and taken holidays.
- Lid 2 The employee shall apply for a holiday or holiday period in writing. The employee shall receive a written permission or refusal to take the holiday(s).
- Lid 3 When taking holidays, the days that are most likely to lapse or become time-barred are used first. See Annex XVII for the sequence.

Artikel 29 Holidays during illness

If the employee is ill, he accrues statutory and non-statutory holiday days.

Artikel 30 Extra holidays in case of long-term employment

- Lid 1 As of 1 April 2001, the provision for extra holidays in case of long-term employment has been abolished.
- Lid 2 Subject to the following sections, this right shall be restored for an employee who, on 1 April 2001, accrued extra holidays on account of long-term employment on the basis of the old collective labour agreement applicable to him at that time and which was in force until 1 April 2001, and who is still employed by the same employer without interruption. The number of days accrued as of 1 April 2001 will be fixed, i.e. no new rights can be created and/or accrued due to the length of employment.
- Lid 3 The employee's entitlement to extra holidays in the event of long-term employment, through the revival of entitlement as referred to in Section 2, shall take effect from 1 April 2003 and shall therefore not have retroactive effect.
- Lid 4 The extra holiday hours by virtue of this article shall be deducted from the extra holiday hours on account of reaching a certain age, as referred to in Article 27, Section 5, in so far as those extra holiday hours do not exceed the entitlements under Article 27, Section 5.
- Lid 5 Sections 2, 3 and 4 of this article shall not apply if, on or before 1 April 2003, the employer, in consultation with the employee(s), declared another scheme applicable in the company.

Artikel 31 Special leave

Section 1 The Work and Care Act ('the WAZO') regulates in which situations and under which conditions the employee is entitled to paid or unpaid special leave.

Adjustments to the WAZO:

- a. An employee is entitled to one time the number of working hours per week on full pay after the birth of the life partner or the person whose child the employee acknowledges. This birth leave must be taken within 4 weeks of the birth.
- b. The employee can take up to 5 weeks of additional childbirth leave after their partner

has given birth. During this leave, the employee does not receive salary but benefits. The employee must take the additional birth leave within six months after the birth of the child and must first have taken the 5 days of birth leave.

Section 2 Instead of the provisions of the WAZO, 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 death of the spouse, of cohabiting parents or parents-in-law and of own cohabiting children, as well as in the event of death of non-cohabiting parents or parents-in-law, insofar as the person concerned is a fiduciary;
- b. For one day or shift on the day of the funeral or cremation of non-cohabiting children, grandchildren, children by marriage, parents, parents-in-law, brothers or sisters, grandparents and brothers-in-law or sisters-in-law, provided that the funeral or cremation is attended.
- c. For one day or shift in the event that the spouse gives birth and the following working day;
- d. During a period to be fairly determined by the employer up to a maximum of one day if the employee is prevented from working due to the performance of a personal obligation imposed by or by virtue of the law through no fault of his own, provided that this cannot be performed in his free time. The normal wage is paid after deduction of all fees that may be obtained from third parties.

Section 3 Contrary to and instead of the provisions in Articles 5:9 and 5.10 of the WAZO, the employer shall grant an employee's request for palliative leave (leave to accompany a terminally ill person) for the benefit of the employee's spouse, parent or child. The employer and employee shall consult together to agree the nature of the palliative leave. Holidays and other working conditions can be used for this. Taking unpaid leave is also possible. Agreements are also made regarding communication and any work still to be done during the period of palliative leave. The provisions of this section also apply to bereavement leave in order to cope with the loss of a partner, parent or child in such a way that the employee is able to resume work.

Section 4 In addition to the WAZO, the employee is entitled to paid leave in the following situations:

- a. For one day or shift on the employee's wedding and for two days on his marriage;
- b. For 2 days in case of adoption of children by the employee;
- c. For one day or shift in the event of marriage of a child, brother, sister, parent and parent-in-law, brother-in-law and sister-in-law, provided the marriage ceremony is attended;
- d. For one day or service on the 25th, 40th, 50th and 60th wedding anniversary of the employee, his parents, grandparents or parents-in-law;
- e. For one day in the event of relocation due to performance of duties.

Section 5 Emergency leave

Leave with retention of salary for a time to be reasonably and fairly calculated shall be granted to employees who are prevented from working due to a sudden event, for which measures must be taken by the employee concerned without delay. At the request of the employer, the employee must prove that there really was an emergency. This includes the time actually needed for the necessary visit to a general practitioner or specialist in so far as this cannot be done in the employee's time.

Section 6 For the purposes of sections 2 to 5:

- the employee must inform the employer of his absence at least one day in advance or as much earlier as possible, actually attends the event concerned and submits evidence of it to the relevant authorities in advance or afterwards;
- for these purposes, a registered partner or a person of different or same gender who is not married to the employee and with whom a joint household is conducted on a

permanent basis, as laid down in a notarial deed, shall also be regarded as a spouse, except for a person with whom blood relations exist in the first or second degree;

- a registered partnership is equivalent to marriage.
- in the event of proven abuse, no payment of the relevant wage is made:

Artikel 32 Special leave without pay

The employer must, if its business interest permits, give the employee time off at his request - without payment of salary - to attend meetings of trade unions provided for by their articles of association.

CHAPTER 7 Seniority scheme, pension and death grant

Artikel 33 Seniority scheme

As of 1 April 2018, an employee has the option to work less from the age of 60. The scheme is implemented by the Stichting Colland Arbeidsmarkt. Applications are granted in accordance with the conditions set out in the allocation regulations. The scheme is as follows:

- Lid 1 An employee who has worked for at least five consecutive years in one or more companies in the Open Cultivation sector at least 26 weeks per year immediately prior to the effective date of participation in the scheme may reduce his current average working time to 80% from the age of 60 until his individual state pension age. The periods during which the employer has continued to pay wages during illness shall be included.
- Lid 2 An employee who is partially incapacitated for work as defined by the WAO or WIA may participate in the scheme, provided he meets the conditions for participation set out in section 1.
- Lid 3 The employer and employee shall enter a written agreement on the reduction of working time.
- Lid 4 The following rights and obligations of the employer and employee are attached to the agreement:
- a. The employee shall reduce the average working time applicable to him until then to 80%;
 - b. The employee's gross weekly wage amounts to a total of 90% of the last gross weekly wage earned.
 - c. One ninth of the gross weekly wage to which the employee is entitled on the basis of the agreement referred to in section 3 shall be deemed to relate to working time not worked;
 - d. The employee shall receive holiday pay on the salary he actually earns;
 - e. The employee is entitled to 80% of the original holiday entitlement as referred to in Article 27 Sections 2 and 5.
 - f. Pension is accrued on the salary mentioned under section 4b in relation to section 4a.
 - g. In the agreement referred to in section 3, the employee and employer shall record the day or days on which the employee does not work or works less;
 - h. The employee is not permitted to perform work in the open cultivation sector on the working time released as a result of participation in the scheme, either under an employment contract or in the independent exercise of his profession or business.
- Lid 5 The employer shall receive compensation from the Stichting Fonds Colland Arbeidsmarkt for the loss of work done by the employee participating in the reduced working hours scheme.

Artikel 34 Pension

Employers and employees must comply with the provisions of the Articles of Association and the Regulations of the Stichting BPL Pensioen, insofar as they apply to them (see Appendix VII for further information).

Artikel 35 Death grant

In the event of the employee's death, a death grant shall be paid pursuant to the provisions of

Book 7 Article 674 of the DCC.

Section 8 Other conditions

Artikel 36 Temporary work and agency workers

- Lid 1 Only temporary employees who are employed by a temporary employment agency, manual labour supply agency or other third party that holds the NEN certificate and is registered with the SNA or has been notified for certification, and meets the requirements of the SNA quality mark, are deployed.
- Lid 2 The provisions of this CLA concerning wages and other compensation, in accordance with the hirer's remuneration based on job classification, apply by analogy to temporary agency workers from day 1.
- Lid 3 If the temporary employment agency applies the annual hours model, it shall be obliged to apply the preconditions included in Articles 13, 14 and 15.
- Lid 4 The hiring employer must demonstrably ensure in writing that the chosen temporary employment agency, manual labour supply agency or other third party fulfils the obligations set out in Sections 1, 2 and 3. This can be done, for example, by including a provision in the contract with the temporary employment agency, manual labour supply agency or other third party.
- Lid 5 Contrary to section 2 of this article, temporary workers are exempt from application of Article 17, Section 4 of this CLA by virtue of Article 8 section 3 WAADI.

Artikel 37 Seconded workers (WagwEU)

In accordance with the Act on Labour Conditions for Seconded Workers in the European Union (WagwEU), the provisions of this CLA that have been declared binding are:

- a. maximum working hours and minimum rest periods;
- b. minimum number of holidays during which the employer is obliged to pay wages;
- 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, salary scales including periodic system (also for young people);
- d. the holiday allowance on accrued wages;
- e. interim CLA wage increases;
- f. overtime allowances;
- g. expense allowances: travel time allowance;
- h. allowance for shifted hours;
- i. holiday allowance;
- j. working on Sundays and public holidays;
- k. education;
- l. minimum wages, including holiday allowance, overtime payments and not including supplementary company pension schemes;
- m. conditions for the provision of workers;
- n. health, safety and hygiene at work;
- o. protective measures with regard to the employment and working conditions of children, young people and pregnant women or women who have recently given birth;
- p. equal treatment for men and women and other non-discrimination provisions also apply to the posted worker who is temporarily working in the Netherlands and whose employment contract is governed by a law other than Dutch law (see Annex XXI). In this context, 'seconded worker' means any worker who works for a period of time in the Netherlands, which is not the country in which that worker normally works.

Artikel 38 Trade union facilities

- Lid 1 The employer shall give the employees' organisations, which are party to this CLA, the opportunity, in consultation, to admit a paid manager to its company.
- Lid 2 In companies with 5 or more employees and at least 5 full-time jobs, insofar as a works council or other form of staff representation has not already been formed, the employee parties are authorised to appoint a trade union contact from their midst, in consultation with the employees concerned.
- Lid 3 The employer shall provide the trade union contact person with up to 10 days unpaid leave to participate in trade union activities.
- Lid 4 The employer shall ensure that contact persons in a job in the company are not disadvantaged, for example with regard to promotion or remuneration.
- Lid 5 In the event of a complaint by a contact person regarding the above, the contact person may seek the opinion of the parties to this CLA.
- Lid 6 The employer shall provide the persons referred to in sections 1 and 2 with facilities for the performance of their duties, such as meeting rooms.
- Lid 7 The employer must allow members of a union who are invited to attend or follow statutory union meetings or congresses time off without pay, and insofar as the business circumstances permit, to attend courses without pay. Meetings with members within the company take place outside working hours.

Artikel 39 Social funds

There is a separate collective labour agreement for the Stichting Colland Arbeidsmarkt (CLA Colland).

The parties to this CLA have agreed this separate collective labour agreement with other agricultural sectors. See Annex VIII for more information about the CLA Colland.

Artikel 40 Anniversary bonuses

With effect from 1 July 2002, the following conditions shall apply to employees who fulfil the following conditions after that date:

- Lid 1 An employee who has been in the service of the same employer for 12.5 consecutive years receives a benefit amounting to 25% of a gross monthly wage;
- Lid 2 An employee who has been in the service of the same employer for 25 consecutive years shall receive a benefit amounting to one gross month's wage;
- Lid 3 An employee who has been in the service of the same employer for 40 consecutive years shall receive a benefit amounting to 1.5 gross monthly wage;

Artikel 41 Commuting expenses

- Lid 1 Travel allowance
- a. The employee shall be paid an allowance for the use of his own means of transport, if the distance from his home to the place of commencement of the work is more than 10 km.
 - b. The allowances per following distances are:
 - i. Over 10 km up to 15 km:
as of 1-1-2021, € 3.40 per day worked,
 - ii. More than 15 km:

as of 1-1-2021, € 4.71 per day worked.

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

- c. Acquired rights with regard to the travel allowance shall be respected. This is a distance allowance for a distance of more than 5 km up to and including 10 km. It shall only apply to employees with an employment contract for an indefinite term who were employed by an employer on 1 July 2002 in accordance with Article 1, Section 1, with the exception of the flower bulb cultivation sector, equal to:

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as of 1-1-2021, € 2.68 per day worked.

- d. If the employer provides company transport at its own expense, the allowance based on the number of kilometres from section 1 b and c shall lapse.
- e. If the employee voluntarily moves to an address that is further away from the workplace, no claim to a distance allowance based on the new distance can be made, but the original home-work distance shall continue to be decisive.
- f. On 1 January of each year, the amounts referred to in the previous sections shall be adjusted on the basis of the increase in the consumer price index for all households, with 2015 as the reference year, with the weighted average of the subgroups: 'Purchase of vehicles' and 'Expenditure relating to the use of vehicles' of the Transport and Communications Group. The rounded off distance allowances mentioned in b. and c. of this article are increased by the calculated percentage. Rounding off shall be made to two decimal places.

Artikel 42 Accommodation

- Lid 1 If the employer offers accommodation to employees who are staying in the Netherlands, temporarily or otherwise, and with whom it has an employment contract, all facilities relating to this accommodation, including sanitary facilities, cooking facilities, heating and fire safety of the location must at least comply with all of the following requirements (CLA and certification).
- Lid 2 The employer shall provide the accommodation at the actual cost, whereby a maximum of 20% of the statutory minimum (youth) wage applicable to the employee on the basis of a 38-hour working week shall apply per week. The costs charged shall include rent, water and energy costs.
- Lid 3 In order to be able to deduct housing costs from the statutory minimum wage, the conditions from the Tackling of Bogus Constructions Act ('the WAS') and the relevant General Administrative Order ('the AMvB'), Bulletin of Acts and Decrees 2016, no. 419, must be met and permission must be granted by the employee to the employer via a written authorisation to be able to deduct the housing costs from the wage. One requirement is that the accommodation must be certified by an accredited certifying body on the basis of standards supported by employers and employees. There are two options for this in the agricultural sector:
- The company that takes care of the housing costs is or will be certified for the Agrarian Quality Mark for Flex Living. To this end, the company has contracted a certifying body for the Agrarian Quality Mark for Flex Living. The company has also signed the self-declaration of compliance with the CLA as included in Annex XIX to this CLA.

- The company that takes care of the housing costs is certified by the 'Stichting Normering Flexwonen'.

1	Space and privacy	Standard based on
1.1	The participant's records show a current overview of all housing locations, including the maximum number of residents per location. This current overview of housing locations and persons per location is already available to the auditor before the audit and should be kept for at least 2 years.	CLA and certification
1.2	<p>Permitted forms of accommodation:</p> <ul style="list-style-type: none"> a. regular house b. hotel/guest house c. housing units in a building complex d. chalets/units e. housing on recreation ground f. other forms of housing (category other), with the mini camping site as a reference example, are possible provided that they are directly related to the nature of the work and only in the period from 1 April to 1 November. This category of housing should also be linked to activities that take place for a limited period of time. In this situation, information on the relevant accommodation will have been provided to the workers in advance. <ul style="list-style-type: none"> • Touring caravans with a maximum of 2 persons per caravan. • Mobile homes with a maximum of 2 persons per bedroom where no changes have been made to the design and layout of the mobile home. • Portacabins for maximum 2 persons per bedroom. 	CLA and certification
1.3	Occupants have at least 10m ² of enclosed living space per person, or 12m ² in a standard home.	CLA and certification
1.4	During the inspection, if the accommodation is in use at the time, it is checked whether the actual occupancy corresponds to what is shown in the records.	CLA
1.5	The residents are employed by the employer itself and not by a temporary employment agency or payroll company. Workers employed by a temporary employment agency or payroll company fall under the SNF regime.	CLA and certification
1.6	The accommodation must be in an adequate state of repair.	CLA and certification
1.7	<p>The following applies to the category 'other':</p> <ul style="list-style-type: none"> • The accommodations are connected to electricity and water supplies. • The accommodations are at least 5 metres apart from each other and at least 5 metres from other buildings. • There is a heated company canteen for eating and relaxing or a similar area. <p>State of repair at the discretion of the auditor, having regard to waterproofing, levelling, and the state of the insulation.</p>	CLA and certification

2	Sanitation, safety and hygiene	Standard based on
2.1	There is at least one toilet per 8 persons. Any extra toilets must meet the requirements of (fire) safety and hygiene.	CLA and certification
2.2	There is at least one shower for every 8 people. Any additional showers must meet the requirements of (fire) safety and hygiene.	CLA and certification
2.3	<p>Safety and hygiene:</p> <ul style="list-style-type: none"> • No visible overloading of the electrical mains (double plugs, cookers, extension cords, etc.). • Wet areas should be well ventilated. • No mildew on walls. • In wet rooms, it must not be possible for water to penetrate into electrical fittings. <p>Conditions that may lead to danger or injury are not permitted.</p>	CLA and certification
2.4	Central heating, gas heater and geyser must be provably checked every two years. Checking must be done by an OK-CV certified company or person.	CLA

3	Provisions	Standard based on
3.1	Fridge(s), 30 litres of fridge/freezer space per person. Any extra litres must also meet the requirements of (fire) safety and hygiene.	CLA
3.2	Cooking plate(s), minimum 4 burners, for more than 8 persons 1 burner per 2 persons, for more than 30 persons minimum 16 burners.	CLA and certification

4	Information provision and other requirements	Standard based on
4.1	<p>Information card on how to act in case of emergency, drawn up in the language of the residents and hung in a central location containing at least the telephone numbers of</p> <ul style="list-style-type: none"> - own helper / manager - regional police - fire brigade - 112 (in life-threatening situations) - a summary of house and living rules in national language - evacuation plan and emergency procedure. 	CLA and certification
4.2	The auditor must be able to enter any room and form a good impression of the entire premises, while respecting the applicable rules of privacy and decency.	CLA and certification

5	Fire protection	Standard based on

5.1	<p>Fire extinguisher</p> <ul style="list-style-type: none"> the currency and validity can be checked, inspected every 2 years. there are 6 litres of extinguishing agent instructions for use on fire extinguisher fire extinguisher of at least 2 kg within 5 metres of the cooking area. The inspection must be carried out by a REOB certified company/person, see 	CLA and certification
5.2	Fire blanket (at cooking location).	CLA
5.3	<p>Functioning smoke and CO detectors installed in prescribed location:</p> <p>At least 1 working (testing) smoke detector per floor. At least 50 cm from the wall at the highest point of the ceiling, if the ceiling is sloping 90 cm from the highest point.</p>	CLA and certification

6	Municipal requirements	Standard based on
6	If the municipality has issued a permit for the accommodation, the accommodation must at least comply with the requirements formulated in that permit.	CLA and certification

7	Good employment practices	Standard based on
7	The employer declares that it will act with the appropriate duty of care and will apply the CLA for Open Cultivation in full. The employer shall confirm this by signing a self-declaration (see Annex XIX). A copy of this declaration shall be kept on file with the certification body. The format of the self-declaration can be obtained from Werkgeverslijn land- en tuinbouw.	certification

Artikel 43 Work clothing

The employer must lend the employee work clothing and/or safety footwear free of charge in accordance with the safety regulations.

Artikel 44 Educational qualifications

- Lid 1 Employees are entitled to a maximum of 10 half-days' leave per year to follow courses, the costs of which are borne by the employer and the costs fees by the Colland Arbeidsmarkt fund (). The fund determines the amount of contribution for the Open Cultivation course group. This is a percentage of the course fee. This is subject to an annually determined maximum amount per employee. The choice of the course(s) to be followed shall be made in consultation between the employer and the employee.
- Lid 2 Employees must attend up to 5 half-day courses if the business interest requires it.
- Lid 3 The time spent on courses mandated by the employer shall be reimbursed by the employer at 100% in either time or money, as the employer may choose. For trips in connection with study, the fiscal km allowance is applied.

- Lid 4 A pilot scheme for an individual training account has been launched for employees. The Open Cultivation sector has made 150 training vouchers of €1,500 available for this purpose for the duration of this CLA. Employees who wish to make use of a voucher can submit an application to Colland ().

Artikel 45 Interim change

If during the term of this CLA extraordinary circumstances arise which, in the opinion of one or more of the contracting organisations, should be grounds for making interim changes to this CLA, each organisation is authorised to call on the parties hereto to discuss the matter. These parties must comply with this request.

Artikel 46 Appeal against CLA classification

- Lid 1 Employers' and employees' organisations that are party to this CLA, employers, employee participation bodies or the majority of the staff if no participation body has yet been established, have the option of lodging an appeal with a committee of the parties to the CLA against the classification of a company under this CLA. This appeal is possible each time the employer classifies the company under this CLA.
- Lid 2 This appeal must be lodged within 3 months after the employer has made known in writing which collective labour agreement will be applied in the company.
- Lid 3 A decision on an appeal against the classification in accordance with section 1 shall be taken within a period of three months.
- Lid 4 The appeal must be submitted in writing, stating the reasons, to the Joint Committee for Open Cultivation, Stationsweg 1, 3445 AA Woerden.

Artikel 47 Explanation of application of CLA provisions

- Lid 1 The employer shall ensure that employees are informed of their rights and obligations and accommodation (where applicable) by means of practical CLA information in various languages.
- Lid 2 There is a joint contact point that advises on the interpretation of CLA provisions.
- Lid 3 The joint hotline is a representation of the parties to the CLA.
- Lid 4 Requests for treatment may be made by individual workers and/or employers or their authorised representatives. The request must be submitted in writing, stating reasons, to the joint contact point, at Actor Bureau for Sector Advice, Stationsweg 1, 3445 AA Woerden, or by e-mail: paritaire.commissie@actor.nl.

Artikel 48 Disputes about the application of CLA provisions

- Lid 1 There is a joint committee for Open Cultivation, which mediates at the request of employees and/or employers in the event of disputes concerning the application of the CLA.
- Lid 2 The committee consists of representatives of the parties to the CLA.
- Lid 3 The procedure for handling disputes is laid down in regulations. See Annex XV.
- Lid 4 Requests for treatment may be made by individual workers and/or employers or their authorised representatives.
- Lid 5 The provisions of Sections 1, 2, 3 and 4 do not affect the fact that disputes concerning the application of this CLA or concerning employment contracts concluded between employers and employees who are bound by this CLA, will be decided by the ordinary

courts, unless the parties to the dispute have expressly agreed otherwise.

Artikel 49 Compliance with CLA provisions

- Lid 1 There is a joint hotline that enables the reporting situations of non-compliance with the CLA.
- Lid 2 The joint hotline is a representation of the parties to the CLA.
- Lid 3 Reports can be submitted in writing to the joint contact point at Actor Bureau voor sectoradvies, Stationsweg 1, 3445 AA Woerden, or by e-mail: paritaire.commissie@actor.nl

Artikel 50 Efforts of the parties to the CLA

In their contacts 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 contacts with the press or others concerning disputes between employers and employees.

Artikel 51 Exemption from CLA provisions

- Lid 1 The joint committee on Open Cultivation may grant dispensation from one or more provisions of this CLA to the employer if, in its opinion, there are special reasons for doing so.
- Lid 2 The joint committee shall grant the exemption if there are compelling reasons why the application of these provisions cannot reasonably be required of the applicant. There may be compelling arguments in cases where the specific business characteristics of the applicant differ in essential respects from those of the undertakings covered by the CLA.
- Lid 3 A request for dispensation must be submitted in writing by ordinary letter or e-mail to the joint committee for Open Cultivation at Actor, Stationsweg 1, 3445 AA Woerden, paritaire.commissie@actor.nl. and must include at least the following information:
- a. the name and the address of the applicant;
 - b. the signature of the applicant;
 - c. a precise description of the nature and scope of the request;
 - d. the reasons for the request;
 - e. the date; and shall be accompanied by a positive opinion of the participation body or the majority of the staff if no participation body has been established.
- Lid 4 Upon request, the applicant shall provide, within a specified time period, additional information and documents necessary for the assessment of the request.
- Lid 5 A request will be considered after the information provided is sufficient to evaluate the request.
- Lid 6 The joint committee may, if it deems necessary, invite the applicant to be heard in order to clarify the request. The applicant may be assisted at the hearing by experts and may be represented by an agent. If a party wishes to be assisted or represented, it shall notify the joint committee in writing at least seven days before the date of the meeting.
- Lid 7 Costs incurred by the applicant in connection with the request for exemption shall be borne by the applicant.
- Lid 8 The joint committee shall take a written decision, stating reasons, within two months of the date of receipt of the complete file on the request for exemption. The decision period of 2 months may be extended by up to 1 month, if necessary.
- Lid 9 The secretariat of the joint committee shall send the written decision, with reasons, to the applicant as soon as possible.

Lid 10 The dispensation shall be granted for no longer than the duration of the CLA for Open Cultivation. If a new CLA becomes applicable, the applicant must again submit a request for exemption.

Artikel 52 Confidential advisor on unequal treatment

There is a confidential advisor to whom employees can address complaints about discrimination, sexual harassment and other forms of unequal treatment. The confidential advisor can be reached at STIGAS under telephone number 085 - 0440700 - option 1.

Artikel 53 Interim consultations

During the term of this CLA, the parties will hold regular consultations about aspects of employment conditions, whether or not related to this CLA, as far as the parties deem necessary.

Artikel 54 Provisions in conflict with this CLA

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

Artikel 55 Period and termination of the CLA

Lid 1 This CLA runs from 1 March 2021 to 28 February 2023.

Lid 2 Notice of termination of the CLA must be issued no later than one month before the end date of the CLA, failing which this CLA is deemed to have been extended for one year.

bijlage I Job matrix re Article 3 and Article 17

	Points ORBA	Open ground	Fruit growing	Tree nursery	Crop farming	Flower bulb growing	Other
A	0-20						
B	21-35	Assistant employee I Open ground	Assistant employee I Fruit growing	Assistant employee I Tree Nursery	Assistant employee I Arable farming	Assistant employee I Flower bulb growing	employee cleaner
C	36-50	Assistant employee II Open ground	Assistant employee II Fruit growing	Assistant employee II Tree Nursery	Assistant employee II Arable farming	Assistant employee II Flower bulb growing	Canteen worker Order picker
D	51-65	Employee I Open ground	Employee I Fruit growing	Employee I Tree Nursery	Employee I Agriculture	Employee I Flower bulb growing	Forklift truck driver Logistics employee
E	66-85	Employee II Open ground	Employee II Fruit growing	Employee II Tree Nursery	Employee II Arable farming	Employee II Flower bulb growing	Laboratory employee / lab technician Administrative employee Telephonist / receptionist
F	85-105	All-round employee Open ground	All-round employee Fruit growing	All-round employee Tree nursery	All-round employee Arable farming	All-round employee in Flower bulb growing	General technical employee Accountancy assistant Driver within NL
G	106-125	Working foreman Open ground	Working foreman Fruit growing	Working foreman Tree nursery	Working foreman Crop farming	Working foreman Flower bulb growing	Maintenance Mechanic Office-based Sales Representative Office assistant
H	126-145	Leader I Open Ground	Leader I Fruit growing	Leader I Tree nursery	Leader I Crop farming	Leader I Flower bulb growing	Bookkeeper / administrator Leader logistics officer
I	146-165	Leader II Open ground	Leader II Fruit growing	Leader II Tree nursery	Leader II Crop farming	Leader II Flower bulb growing	Export employee System Administrator
II	166-185	Manager I Open ground	Manager I Fruit growing	Manager I Tree nursery	Manager I Arable farming	Manager I Flower bulb growing	Head of maintenance Buyer Salesperson
III	186-205	Manager II Open ground	Manager II Fruit growing	Manager II Tree nursery	Manager II Arable farming	Manager II Flower bulb growing	Head of Financial Administration HR adviser

For addresses of parties to the CLA, see Annex XXII.

Central Appeals Committee Job Classification

P/a Actor Agency Bureau voor sectoradvies

Station Road 1

3445 AA WOERDEN

Telephone number: 088-3292030 E-mail: paritaire.commissie@actor.nl

bijlage II Explanatory notes to Article 17 and Wage tables re Article 17 Section 3 and Article 18

Wage increase

The CLA wages and the actual wages will be increased by 2% on 1 April 2021 and by 2% on 1 July 2022.

Calculation method

The wage increases are calculated in 4 consecutive steps.

For each step described below, the new amounts shall be rounded off to two decimal places.

For youth wages, the youth wage rates apply according to the table below.

Step 1: The CLA wage increase is calculated over the CLA hourly wage amounts (21 years to state pension age).

Step 2: The youth salaries are derived from the CLA hourly wage with 0 function years.

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 working week, applying the following formula: hourly wages multiplied by factor (38 x 52.2 divided by 12) and rounded off to two decimal places.

Step 4: Youth monthly wages are derived from the monthly wage with 0 function years and multiplied by the youth wage percentage

Youth wage rate table

The following percentages apply to the CLA for youth wages:

15 years: 40%

16 years: 45%

17 years: 50%

18 years: 60%

19 years: 70%

20 years: 80%

The wage tables are in Annex III, Annex IV.

If in future increases in the Minimum Wage and Holiday Allowance A ('the WML') the CLA wage is lower, then the WML applies.

In the calculation, an initial increase of 2.0% has been calculated over the wage tables as of 1 January 2019.

The statutory minimum (youth) wage is increased on every 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.

HOURS							
Step/scale	B	C	D	E	F	G	H
15 years	€ 4.37	€ 4.52	€ 4.72	€ 4.96	€ 5.28	€ 5.64	€ 6.10
16 years	€ 4.91	€ 5.09	€ 5.31	€ 5.58	€ 5.94	€ 6.35	€ 6.86
17 years	€ 5.46	€ 5.65	€ 5.90	€ 6.20	€ 6.60	€ 7.06	€ 7.63
18 years	€ 6.55	€ 6.78	€ 7.08	€ 7.43	€ 7.92	€ 8.47	€ 9.15
19 years	€ 7.64	€ 7.91	€ 8.26	€ 8.67	€ 9.24	€ 9.88	€ 10.68
20 years	€ 8.74	€ 9.04	€ 9.44	€ 9.91	€ 10.56	€ 11.29	€ 12.20
21 years to state pension age							
Starting scale	WML						
0 first half year	€ 10.58	€ 10.77	€ 11.80	€ 12.39	€ 13.20	€ 14.11	€ 15.25
0 second half year	€ 10.92	€ 11.30	€ 11.80	€ 12.39	€ 13.20	€ 14.11	€ 15.25
1	€ 11.12	€ 11.59	€ 12.17	€ 12.85	€ 13.69	€ 14.73	€ 15.90
2	€ 11.31	€ 11.88	€ 12.57	€ 13.29	€ 14.21	€ 15.28	€ 16.55
3	€ 11.52	€ 12.19	€ 12.92	€ 13.77	€ 14.74	€ 15.86	€ 17.23
4	€ 11.70	€ 12.50	€ 13.28	€ 14.19	€ 15.22	€ 16.45	€ 17.88
5		€ 12.76	€ 13.67	€ 14.65	€ 15.73	€ 17.02	€ 18.54
6			€ 14.04	€ 15.09	€ 16.27	€ 17.62	€ 19.20
7				€ 15.52	€ 16.76	€ 18.19	€ 19.85
8					€ 17.27	€ 18.76	€ 20.51
9						€ 19.36	€ 21.17
10							€ 21.80

MONTHLY WAGES							
Step/scale	B	C	D	E	F	G	H
15 years	€ 722.03	€ 747.16	€ 780.22	€ 819.23	€ 872.78	€ 932.95	€ 1,008.33
16 years	€ 812.29	€ 840.55	€ 877.74	€ 921.63	€ 981.88	€ 1,049.57	€ 1,134.37
17 years	€ 902.54	€ 933.95	€ 975.27	€ 1,024.04	€ 1,090.98	€ 1,166.19	€ 1,260.42
18 years	€ 1,083.05	€ 1,120.73	€ 1,170.32	€ 1,228.84	€ 1,309.18	€ 1,399.43	€ 1,512.50
19 years	€ 1,263.56	€ 1,307.52	€ 1,365.38	€ 1,433.65	€ 1,527.37	€ 1,632.67	€ 1,764.58
20 years	€ 1,444.06	€ 1,494.31	€ 1,560.43	€ 1,638.46	€ 1,745.57	€ 1,865.90	€ 2,016.66
21 years to state pension age							
Starting scale	WML						
0 first half year	€ 1,748.87	€ 1780.28	€ 1,950.54	€ 2,048.07	€ 2,181.96	€ 2,332.38	€ 2,520.83
0 second half year	€ 1,805.08	€ 1,867.89	€ 1,950.54	€ 2,048.07	€ 2,181.96	€ 2,332.38	€ 2,520.83
1	€ 1,838.14	€ 1,915.83	€ 2,011.70	€ 2,124.11	€ 2,262.96	€ 2,434.87	€ 2,628.27
2	€ 1,869.54	€ 1,963.76	€ 2,077.82	€ 2,196.84	€ 2,348.91	€ 2,525.78	€ 2,735.72
3	€ 1,904.26	€ 2,015.01	€ 2,135.68	€ 2,276.18	€ 2,436.52	€ 2,621.66	€ 2,848.12
4	€ 1,934.01	€ 2,066.25	€ 2,195.18	€ 2,345.61	€ 2,515.87	€ 2,719.19	€ 2,955.56
5		€ 2,109.23	€ 2,259.65	€ 2,421.65	€ 2,600.17	€ 2,813.41	€ 3,064.66
6			€ 2,320.81	€ 2,494.38	€ 2,689.43	€ 2,912.59	€ 3,173.76
7				€ 2,565.46	€ 2,770.43	€ 3,006.81	€ 3,281.21
8					€ 2,854.73	€ 3,101.03	€ 3,390.30
9						€ 3,200.21	€ 3,499.40
10							€ 3,603.54

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bijlage IV **Wages as of 1 July 2022 Open Cultivation all sectors, re Article 17 and Article 18**

In the calculation, an initial increase of 2.0% has been calculated over the wage tables as of 1 April 2021.

The statutory minimum (youth) wage is increased on every 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.

HOURS							
Step/scale	B	C	D	E	F	G	H
15 years	€ 4.46	€ 4.61	€ 4.82	€ 5.06	€ 5.38	€ 5.76	€ 6.22
16 years	€ 5.01	€ 5.19	€ 5.42	€ 5.69	€ 6.06	€ 6.48	€ 7.00
17 years	€ 5.57	€ 5.77	€ 6.02	€ 6.32	€ 6.73	€ 7.20	€ 7.78
18 years	€ 6.68	€ 6.92	€ 7.22	€ 7.58	€ 8.08	€ 8.63	€ 9.34
19 years	€ 7.80	€ 8.07	€ 8.43	€ 8.85	€ 9.42	€ 10.07	€ 10.89
20 years	€ 8.91	€ 9.22	€ 9.63	€ 10.11	€ 10.77	€ 11.51	€ 12.45
21 years to state pension age							
Starting scale	WML						
0 first half year	€ 10.79	€ 10.99	€ 12.04	€ 12.64	€ 13.46	€ 14.39	€ 15.56
0 second half year	€ 11.14	€ 11.53	€ 12.04	€ 12.64	€ 13.46	€ 14.39	€ 15.56
1	€ 11.34	€ 11.82	€ 12.41	€ 13.11	€ 13.96	€ 15.02	€ 16.22
2	€ 11.54	€ 12.12	€ 12.82	€ 13.56	€ 14.49	€ 15.59	€ 16.88
3	€ 11.75	€ 12.43	€ 13.18	€ 14.05	€ 15.03	€ 16.18	€ 17.57
4	€ 11.93	€ 12.75	€ 13.55	€ 14.47	€ 15.52	€ 16.78	€ 18.24
5		€ 13.02	€ 13.94	€ 14.94	€ 16.04	€ 17.36	€ 18.91
6			€ 14.32	€ 15.39	€ 16.60	€ 17.97	€ 19.58
7				€ 15.83	€ 17.10	€ 18.55	€ 20.25
8					€ 17.62	€ 19.14	€ 20.92
9						€ 19.75	€ 21.59
10							€ 22.24

MONTHLY WAGES							
Step/scale	B	C	D	E	F	G	H
15 years	€ 736.58	€ 762.36	€ 796.08	€ 835.76	€ 889.98	€ 951.47	€ 1,028.83
16 years	€ 828.65	€ 857.66	€ 895.59	€ 940.23	€ 1,001.22	€ 1,070.40	€ 1,157.43
17 years	€ 920.72	€ 952.96	€ 995.11	€ 1,044.70	€ 1,112.47	€ 1,189.34	€ 1,286.04
18 years	€ 1,104.86	€ 1,143.55	€ 1,194.13	€ 1,253.63	€ 1,334.96	€ 1,427.20	€ 1,543.24
19 years	€ 1,289.01	€ 1,334.14	€ 1,393.15	€ 1,462.57	€ 1,557.46	€ 1,665.07	€ 1,800.45
20 years	€ 1,473.15	€ 1,524.73	€ 1,592.17	€ 1,671.51	€ 1,779.95	€ 1,902.94	€ 2,057.66
21 years to state pension age							
Starting scale	WML						
0 first half year	€ 1,783.59	€ 1,816.65	€ 1,990.21	€ 2,089.39	€ 2,224.94	€ 2,378.67	€ 2,572.07

0 second half year	€ 1,841.44	€ 1,905.91	€ 1,990.21	€ 2,089.39	€ 2,224.94	€ 2,378.67	€ 2,572.07
1	€ 1,874.50	€ 1,953.85	€ 2,051.37	€ 2,167.08	€ 2,307.59	€ 2,482.81	€ 2,681.17
2	€ 1,907.56	€ 2,003.44	€ 2,119.15	€ 2,241.47	€ 2,395.20	€ 2,577.03	€ 2,790.26
3	€ 1,942.28	€ 2,054.68	€ 2,178.65	€ 2,322.47	€ 2,484.46	€ 2,674.55	€ 2,904.32
4	€ 1,972.03	€ 2,107.58	€ 2,239.82	€ 2,391.89	€ 2,565.46	€ 2,773.73	€ 3,015.07
5		€ 2,152.21	€ 2,304.28	€ 2,469.58	€ 2,651.41	€ 2,869.61	€ 3,125.82
6			€ 2,367.10	€ 2,543.97	€ 2,743.98	€ 2,970.44	€ 3,236.57
7				€ 2,616.70	€ 2,826.63	€ 3,066.32	€ 3,347.33
8					€ 2,912.59	€ 3,163.84	€ 3,458.08
9						€ 3,264.68	€ 3,568.83
10							€ 3,676.27

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bijlage V Statutory minimum wage

See Article 11 Section 4 of the CLA for Open Cultivation.

The statutory minimum wage applies to the groups of employees referred to in Article 10 (peak workers) and Article 11 (seasonal and Saturday workers).

The amounts below will be adjusted according to the new amounts set by the government. The hourly wage is calculated by dividing the statutory minimum weekly wage by the number of working hours of 38 in the Open Cultivation sector. The rounding off is to two decimal places.

Statutory minimum wage(*)

Starting date	per hour	per week	per month
1 July 2021	€10.34	€392.55	€1.701.00

(*) The amounts indicated are those for a person aged 21 years and above

Seasonal workers and Saturday helpers are subject to the CLA youth wage rate, Article 11.

For peak workers the statutory youth wage rate applies, Article 10 Section 6.

CLA youth wage rates for Seasonal workers and Saturday workers:

Applicable from 1 July 2021**			
Age	% of the WML	monthly salary	hourly wage
<u>21 years and above</u>	<u>100%</u>	<u>€ 1,701.00</u>	<u>€ 10.34</u>
<u>20 years</u>	<u>80%</u>	<u>€ 1,360.80</u>	<u>€ 8.27</u>
<u>19 years</u>	<u>70%</u>	<u>€ 1,190.70</u>	<u>€ 7.24</u>
<u>18 years</u>	<u>60%</u>	<u>€ 1,020.60</u>	<u>€ 6.20</u>
<u>17 years</u>	<u>50%</u>	<u>€ 850.50</u>	<u>€ 5.17</u>
<u>16 years</u>	<u>45%</u>	<u>€ 765.45</u>	<u>€ 4.65</u>
<u>15 years</u>	<u>40%</u>	<u>€ 680.40</u>	<u>€ 4.14</u>

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

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

Applicable from 1 July 2021			
Age	% of the WML	monthly salary	hourly wage
21 years and above (**)	100%	€ 1,701.00	€ 10.34
20 years	80%	€ 1,360.80	€ 8.27
19 years	60%	€ 1,020.60	€ 6.20
18 years	50%	€ 850.50	€ 5.17
17 years	39.5%	€ 671.90	€ 4.09
16 years	34.5%	€ 586.85	€ 3.57
15 years	30%	€ 510.30	€ 3.10

*** The government adjusts the legal minimum wage twice a year: on 1 January and 1 July. The current amounts can be found at www.rijksoverheid.nl/onderwerpen/minimumloon

Workers with occupational disabilities. See also Article 17 Section 2 d.

For employees who belong to the target group of the Participation Act, namely employees with a WSW indication and Wajongers with work capacity who, due to a work restriction, have been determined not to be able to earn 100% of the statutory minimum wage (WML), a separate pay scale has been introduced in addition to the existing wage structure.

This pay scale starts at 100% WML and ends by connecting to the existing wage structure, looking in particular at the maximum of the lowest pay scale but in any case at 120% WML. If the scale maximum of the regular lowest pay scale - i.e. excluding the existing (lower) pay scales for specific target groups such as casual workers, starters - is substantially higher than 120% WML, the maximum of the new specific pay scale will also be substantially higher.

The new pay scale has growth steps that are in line with the existing steps in the existing pay structure. The steps are awarded until the agreed scale maximum is reached.

Note: This pay scale is explicitly intended exclusively for the target group described above and not for other employees such as those with a work-limiting disability who do not belong to the Participation Act target group, employees with a work-limiting disability who are able to earn the minimum wage independently and other groups of employees with poor job prospects.

Wage tables for employees with occupational disabilities

Wage table as of 1 July 2021		Monthly wage	Hourly wage
Start date	100% WML 21 years (****)	€ 1,701.00	€ 10.34
After 1 years	WML *1.04	€ 1,769.04	€ 10.75
After 2 years	WML *1.08	€ 1,837.08	€ 11.17
After 3 years	WML *1.12	€ 1,905.12	€ 11.58
After 4 years	WML *1.16	€ 1,973.16	€ 11.99
After 5 years	WML *1,2	€ 2,041.20	€ 12.41

**** The government adjusts the statutory minimum wage twice a year: on 1 January and 1 July.

The current amounts can be found at www.rijksoverheid.nl/onderwerpen/minimumloon.

For young people, the youth wage rates apply.

bijlage VI Sickness Payment Scheme (Sazas), re Article 21

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

The employers and trade unions in the agricultural sector offer sick leave insurance through the mutual insurance company Sazas. The employer can choose from several variants for the amount of compensation from Sazas for meeting its obligation to continue paying wages to the employee during the first two years of illness.

In addition, Sazas offers the PLUS insurance for the employee.

An employee who is employed by an employer affiliated to Sazas, automatically participates in the PLUS insurance, unless he indicates that he does not want this. For the PLUS insurance, the employee pays 1.18% of his salary (premium level 2021).

If the employee is sick for more than six months and cooperates in his reintegration, he receives, if the employee is insured for the PLUS insurance, the following extra allowances:

- the second six months of sickness: 10% In addition to the payment from the employer, the employee receives his full salary;
- the second year of sickness: 15% allowance. In addition to the payment from the employer, the employee will then also receive his full salary;
- the third to the seventh year of sickness (these are the first 5 years within the WIA): 10% allowance calculated on the insured wage.

In addition, the PLUS insurance also has coverage for the WGA gap. If there is a WGA gap, SAZAS will allowance the WGA wage allowance and WGA continuation benefit to a maximum of 70% of the insured annual wage (maximised to the statutory maximum daily wage). This coverage, as long as there is a gap, continues until the employee's state pension age (with an upper limit of 70 years).

This assumes an unchanged situation with respect to the gap.

When the insurance is terminated by the employer, the employee has the option of continuing the Plus package himself within 2 months after the insurance has ended. In this case, an individual premium of 1.38% (premium level 2021) applies. In there is a request for continuation after 2 months, a health statement must be provided.

In addition, SAZAS offers work incapacity insurance for agricultural self-employed persons ('AVAZ'). There is also insurance cover for WIA: the WGA gap insurance.

In addition, SAZAS offers work incapacity insurance for agricultural self-employed persons ('AVAZ'). There is also insurance cover for WIA: the WGA gap insurance.

Support during absence

In addition to the absenteeism insurance, SAZAS, in cooperation with an independent Arbodienst, offers expert assistance in absenteeism management. Three packages have been put together: Absenteeism Management Complete, Basic and Own Responsibility. The packages focus on the agricultural and green sector.

The contents of this Annex have been compiled with the greatest care. However, no rights can be derived from the contents. For more information, please contact the Sazas customer service, telephone number: 088-5679100) or by sending an e-mail to info@sazas.nl. For more information, see also the website.

bijlage VII Stichting BPL Pensioen (BPL), re Article 34

For employees in the agricultural and green sector, the BPL Pensioen applies. An employee who is employed by an employer affiliated to the 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 in which a fixed percentage of the pension base for that year is accrued in pension each year of service.

BPL's pension consists of:

- Old-age pension - from retirement date until death;
- Partner's pension - payment for the (former) partner in the event of the participant's death;
- Temporary additional partner's pension - benefit for the partner
- Orphan's pension - benefit for children up to 24 years of age if the member dies;

It is possible to tailor the pension scheme to the personal situation.

The pensionable age is 68 years as of 1 January 2018. It is possible to have the pension commence earlier (from the age of 60). It is also possible to exchange part of the accrued retirement pension for an extra partner's pension or vice versa. To make use of these possibilities, the participant should contact the administrator whose details are given below. The pension is then recalculated to the member's preferred situation.

Scheme implementation

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

bijlage VIII Funds in relation to Colland, re Article 39

The agricultural and green social funds are grouped in three clusters: Pension, Insurance, and Labour Market. 'Colland' is the partnership for agricultural and green social schemes. Below is a brief summary of the arrangements within the three clusters.

Pension

The Pension Cluster consists of the BPL fund which operates independently. The BPL scheme is explained in Annex VII.

Insurance

The Insurance cluster consists of the mutual insurance company SAZAS, which operates independently. It offers services to employers and employees in the areas of:

- Continued payment of wages during sickness;
- Reintegration and patient placement coordination;
- Support with 1st and 2nd tracks under the Reintegration following Sick-Leave Act, including placement with another employer;
- Allowance to the WAO and WIA;
- Insurance of own risk for the WGA
- Absenteeism management and reintegration during incapacity for work by a health and safety service;
- Absenteeism under the Duim project (free of charge for use in prevention).

For more information, please contact SAZAS on telephone number: 088-5679100 or send an e-mail to info@sazas.nl. See also

Labour Market

The third cluster, Labour Market, includes the Bridging Fund and the Colland Labour Market fund, which operate independently.

Employers and employees can receive subsidies through these funds for:

- Courses;
- The bridging arrangement (continued payment of wages during unworkable weather); and

Up-to-date information on these schemes and premiums can be found on the Colland website: . If you have any questions, you can also contact the Colland back office by telephone on 088-0084550 (reachable on working days between 9.00 and 17.00, at a local rate)

bijlage IX Wage bill before taxes

Wage bill before taxes:

- a. The annual taxes, which are related to the provisions in and are calculated according to: wage before tax, and on the basis that the maximum daily wage is one and a half times the maximum premium daily wage, on which the employee insurance contributions are levied within the meaning of Article 17 of the Social Insurance (Funding) Act (Wfsv).
- b. No levy shall be due for periods of incapacity for work after the period of 104 weeks as referred to in Book 7 Article 629 of the DCC, for benefits received during these periods pursuant to the Disability Insurance Act (WAO), the Work and Income according to Labour Capacity Act (WIA), or benefits or wage payments similar in nature and scope.
- c. The wage for taxes is the wage from an employment relationship according to Chapter II of the Salaries Tax Act 1964, whereby Article 11 (1) (j) and Article 10 (4) are disregarded.

Only those components that are working time related are included:

- all gross wage components, which are working time related;
- the fixed annual allowances and benefits.

This includes:

- 1) the actual wage from the current employment;
- 2) overtime/additional hours/unsocial hours including inconvenience allowance and shift premium;
- 3) 13th month;
- 4) structural end-of-year bonus;
- 5) holiday allowance;
- (6) paid leave and Adv days (free days under reduced working hours scheme), travelling time (not including travel costs);
- 7) performance allowance on the hourly wage;
- 8) temporary allowance for working in a higher job;
- 9) temporary allowance for expert knowledge;
- 10) personal allowances;
- 11) on-call allowance / standby allowance.

bijlage X Bridging scheme for permanent employment contracts, re Article 16 Section 3

1. The work of employees with bridging possibilities may be interrupted for a maximum of 30 days in the period from 15 November to 1 April, if, in the opinion of the employer, the work cannot be performed because of, or as a direct or indirect consequence of, the weather conditions. The employer shall determine at least one day in advance whether a day is to be regarded as a bridging day. The scheme closed on 1 January 2018. No new employment contracts with bridging clauses can be concluded from this date. For employment contracts concluded before 1 January 2018, the bridging arrangement is continued. As of 1 April 2016, the wage for days designated as bridging days will be 100% of the actual wage applicable on days not designated as bridging days.
2. An employee with bridging rights accrues 2.5 bridging days per calendar month that the employee is employed by the employer. Only whole calendar months count for this accrual. The accrual in any calendar year is intended to bridge the period 15 November to 31 December in that year and the period 1 January to 1 April thereafter. If the number of bridging days accrued by the employee for the period from 15 November to 1 April is insufficient to cover the maximum number of 30 days, in respect of the shortfall in the number of bridging days accrued:
 - a. The employer must continue to pay the actual wages;
 - b. The employee must perform other work on the company's premises for the benefit of the employer or other work in consultation;
 - c. For the above two points, it must be the case that the work cannot be carried out due to the weather conditions, irrespective of the duration.Any balance of accrued but unused bridging days existing on 1 April will lapse.
3. Every year before the period 15 November to 1 April, the employer shall provide the employee with a written specification of the number of bridging days accrued up to 1 November
4. The employer may claim compensation from the fund for each unworkable day, with a maximum of 30 days per bridging period. The fund uses fixed payments per bridging day, which are set annually by the board of the Bridging Fund. The amounts are communicated to the employer in writing every year. Updated amounts can be found at .
5. For employees with bridging rights, there is a separate collective agreement regarding a Bridging Fund. Employers and employees with bridging rights must fulfil all obligations prescribed by or pursuant to the articles of association of this fund. The relevant provisions shall be deemed to form part of this CLA.
6. During a bridging period, the usual rules on termination of an employment contract continue to apply. If and insofar as a notice period coincides with bridging days, the employer shall pay the full actual wage for the notice period applicable to that employee.
7. If an employee is called upon to perform work on the bridging days, he shall be paid at least the applicable actual wage for the day on which the work is performed, even if this work has not taken up the entire working time. This day is not considered a bridging day.
8. Days on which the employee is unfit for work due to sickness cannot be regarded as bridging days for this employee. If the employee becomes unfit for work due to sickness on a day that has already been designated as a bridging day, this day cannot be designated as a bridging day either. The employer must continue paying the full actual wage for these days, to which the employee - had he not become unfit for work - would have been entitled.

The contents of this Annex have been compiled with the greatest care. However, no rights can be derived from the contents.

The employer administration is done by TKP. The scheme is implemented by Gilde BT under the responsibility of the OBF. For details of this scheme, please contact Backoffice Colland, telephone number 088-0084550. (on weekdays between 9.00 and 17.00, charged at local rates) More information can be found on the Colland website: .

bijlage XI In regard to the participation body; definitions in Article 3(10)

With regard to employee participation in companies employing at least 50 persons, the Works Councils Act requires the company to create a works council (Article 2).

With regard to participation in small companies, the law recognises the following participation bodies:

Art. 35c section 1: 'An undertaking employing normally at least 10 persons but less than 50 persons 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 those employed in the undertaking.'

Art. 35d section 1: 'An undertaking in which, as a rule, fewer than 10 persons are employed and for which no works council has been established may set up an employee representative body, as referred to in Article 35c(1).'

Both groups are thus covered by the term 'employee representation'.

- a. During illness, incapacity for work and reintegration, the employee must comply with the statutory provisions, the regulations of the Arbodienst and the employer's company regulations. The employer shall ensure that the relevant instructions from the Arbodienst it has engaged are provided to the employee.
- b. Reporting sick
In the event of sickness or incapacity for work, the employee must inform the employer as soon as possible, but no later than 09.00 on the same day, unless the employer has given other instructions.
- c. Call for medical assistance.
The employee must seek medical assistance within a reasonable period of time and must undergo treatment from the attending physician throughout the course of the illness and follow his instructions.
- d. Obligation to stay at home.
The employee must keep himself available in accordance with the monitoring regulations of the Arbodienst.
- e. Staying abroad.
 - For a stay abroad of several days, the employee requires permission from the employer, who may seek advice from the Arbodienst.
 - At the request of the Arbodienst, a certificate of incapacity for work issued by the appropriate official body in the country concerned shall be presented by or on behalf of the employee residing abroad when reporting sick or at a time to be specified by the Arbodienst.
- f. Resumption of work upon recovery.
 - a. The employee shall resume work as soon as he is able to do so.
 - b. The employee shall resume work as soon as the Arbodienst considers him capable of doing so.
 - c. If, on the advice of the Arbodienst, the employee is to perform work other than his own, he shall notify the employer immediately.

bijlage XIII Reintegration following Sick-Leave Act

Below is a brief explanation of the Reintegration following Sick-Leave Act. The original legal text applies. No rights can be derived from this.

The Reintegration following Sick-Leave Act lays down new rules for employers and employees in the event of long-term sick leave. The rules are not voluntary: in case of non-compliance, both the employer and the employee may face sanctions. The rules aim to make the efforts to return the employee quickly to work transparent. This transparency is achieved by creating a reintegration file and by drafting an action plan and a reintegration report.

The method in brief:

The Arbodienst makes a problem analysis, at the latest in the 6th week of sick leave.

The employer and employee shall together make an action plan for reintegration no later than in the 8th week of sick leave.

The employer and employee carry out the reintegration activities, regularly evaluate the plan of action and adjust it if necessary.

If employer and employee have a difference of opinion about the reintegration, they can request an expert opinion from the UWV.

If an application under the WAO is made, the employer compiles a reintegration report that includes all the documents concerning his reintegration. The employee submits this.

The UWV assesses on the basis of the reintegration report whether the employer and employee have made sufficient reintegration efforts. Failure to have done so will result in sanctions.

The sanction for the employee is that the employer can stop paying wages. In addition, the UWV may discontinue the WAO/WIA benefit in full or in part.

The sanction for the employer may lead to the obligation to continue to pay wages for the employee for one year.

The employer and employee can request a second opinion from the UWV from the beginning of the sick leave if either party feels that the other has not made enough effort.

The WMK restricts the performance of medical examinations. A medical examination is defined by law to include:

- Health questions in writing;
- Health questions put orally;
- A physical examination.

Medical examinations may only be carried out by a doctor. This means that a job applicant does not have to tell an employer or a personnel officer anything about his health, unless it is relevant to the job for which the applicant is applying.

Application procedure

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

Pre-employment medical examinations

Pre-employment medical examinations may only be carried out for jobs with special medical requirements. In the case of such a job, the appointment examination must fulfil a number of conditions:

1. The employer who wants to have a pre-employment medical examination carried out must ask the Arbodienst for advice beforehand about the content and legitimacy of the examination;
2. Before an application procedure begins, the medical requirements for the job must be laid down in writing; this also applies to the way in which the applicant's compliance with these requirements is examined;
3. The advertisement must state that a job appointment examination is part of the application procedure;
4. Applicants must be informed at the beginning of the application process about the medical requirements of the job and the fact that a medical examination will be carried out, and how this will be done;
5. A job appointment examination (written, oral or physical) is always carried out at the end of the application process, when a candidate has been selected who is medically fit to fill the job;
6. No one is allowed to inquire about an applicant's health with third parties (general practitioner, former employer) without the applicant's consent.

These provisions are set out in the Appointment Examinations Decree and Protocol.

Commissie Klachtenbehandeling Aanstellingskeuringen, Postbus 90405, 2509 LK Den Haag, telephone number 070-3499573.

Composition and competence

The employers' and employees' organisations that conclude the CLA for the Open Cultivation sector shall set up a committee for disputes on the application of the CLA.

The disputes committee consists of representatives of parties to the CLA. This committee is charged with mediating between the parties in the event of a dispute about the interpretation and application of provisions of this CLA.

The disputes committee consists 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 shall appoint the secretary.

The committee is not authorised to deal with a dispute about which a court has been seized, or a dispute on which the court has already ruled. This does not affect the possibility of the court asking the committee to advise it of its opinion.

The committee shall meet as often as one of its members deems necessary and in any case within four weeks of a case being referred to it.

The committee is based at the office of Actor, Stationsweg 1, 3445 AA Woerden.

The committee may hold meetings, deliberate, hear witnesses and experts at any place in or outside the Netherlands that it deems appropriate.

Consideration by the committee

The handling of a dispute starts with the submission of a notice of objection by the employer or the employee. This objection must state the details, address and place of residence of the employer and employee, must be reasoned and contain a clear claim, and shall be addressed to the secretariat.

The parties to the dispute shall be given the opportunity to be heard either in writing or orally. The committee shall fix the day, time and place after consultation.

Costs incurred by the parties in connection with the dispute shall be borne by themselves, unless the committee decides otherwise in special cases.

Decision

The committee shall decide by a majority of votes and give its ruling with due regard for this CLA, the contract between the parties and the terms and conditions forming part thereof and the rules of law.

The ruling on the interpretation of a CLA provision contains a proposal to the parties to break the deadlock.

The parties must inform the secretary in writing, within two weeks of the date of the decision, whether they agree with the decision and the mediation proposal.

If parties to a dispute remain divided, it shall be for the party taking the initiative to submit the dispute to the competent court.

The members of the committee shall be bound to secrecy in respect of all confidential information which comes to their knowledge in the course of dealing with the dispute.

The disputes committee cannot be held liable for any act or omission with regard to a dispute to which these rules apply.

Recovering the WhK premium from the employee

From 1 January 2006, employers may recover a maximum of 50% of the WGA costs from employees.

This right of recourse is regulated by the Social Insurance (Funding) Act.

This emphasises the fact that both employers and employees are responsible for long-term absenteeism and creates a financial incentive for both parties.

The possibility of the right of recourse is laid down in this CLA.

Deduction

The deduction is made from the employee's net wage, the amount recovered is not deductible from the gross wage.

The amount that can be recovered from an employee is no more than half the premium owed for that employee.

What an employer must do

In concrete terms, the above means that employers pay a differentiated WGA premium (publicly insured through the UWV). From 2013 onwards, the employer can charge the employee a maximum of 0.27% of the calculated premium.

Self-insurer

As of 1-1-2017, the WGA (WGA-fixed and WGA-flex) will be merged. The employer can also become a self-insurer for the WGA flex. The employer can only become a self-insurer at two fixed moments (1 January and 1 July). The application must be received by the Tax and Customs Administration at least 13 weeks before the intended start date (i.e. before 1 October or before 1 April). In the agricultural sector, SAZAS offers coverage for the WGA risk.

If an employer has become the WGA self-insurer, no differentiated WGA premium will be paid. However, the employer must continue to pay the basic WAO/WIA premium. 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 premium. However, if the private premium covers more than the WGA risk, only the part of the premium that relates to the WGA risk can be recovered.

Self-insurers can either recover up to half of the WGA costs (if they do not have private insurance) or the insurance premium (if they do have private insurance). Because the private insurance premium can include more than just the WGA risk (e.g. also sickness benefits or allowances to the WIA benefit), only the part of the premium that relates to the WGA risk can be recovered. Insurers may in such cases indicate to the employer which part of the premium relates to it.

Distinction between statutory and non-statutory holiday days

For holidays accrued as from 1 January 2013, a distinction must be made between statutory and non-statutory days.

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

For the days in excess of the statutory entitlement as from 1 January 2013, a limitation period of 5 years applies.

Days additional to the statutory entitlement in the CLA for Open Cultivation are as follows:

- The days in , that exceed 20 days;
- The days in , and . These are, respectively, the extra days for employees over 50; and
- The extra days in case of long-term employment.

Overview of expiry dates

In the following overview, the expiry dates are listed for the various dates and years:

Accrual	Expiry date	Expiry date
Statutory days 2020	01-07-2021	
Statutory days 2021	01-07-2022	
Statutory days 2022	01-07-2023	
Statutory days 2023	01-07-2024	
Days additional to statutory days 2016		31-12-2021
Days additional to statutory days 2017		31-12-2022
Days additional to statutory days 2018		31-12-2023
Days additional to statutory days 2019		31-12-2024
Days additional to statutory days 2020		31-12-2025
Days additional to statutory days 2021		31-12-2026
Days additional to statutory days 2022		31-12-2027
Days additional to statutory days 2023		31-12-2028

The conversion of wages for tax-free reimbursements or tax-free benefits in kind is permitted subject to the following restrictions and conditions:

Mandatory provisions must be taken into account when converting wages for tax-free reimbursements or tax-free benefits in kind in connection with extraterritorial costs.

Conversion of wages is only allowed if and insofar as permitted for tax purposes.

The amount of the tax-free reimbursements or the value of the tax-free benefits in kind that the employer wishes to reimburse or provide must be specified on the payslip.

The conversion of wages for tax-free reimbursements or tax-free benefits in kind must be agreed in advance in writing with the employee and set out in (a supplement to) the employment contract. The (supplement to the) employment contract stipulates, among other things, into what tax-free reimbursements or tax-free benefits in kind the employee can convert salary and the agreed period. The wage after conversion may not be lower than the statutory minimum wage applicable to the employee.

The conversion of wage components does not affect the basis of these wage components. In the case of an exchange, the total sum of the wage components to which the employee is entitled is first determined. It is then determined what part of it can be converted.



Self-declaration of compliance with the CLA

1. Business data

Company name (legal name):

Visitors address:

Street:

Postcode and city:

Postal address:

Street:

Postcode and city:

2. Contact details

Name:

Initials:

Job title:

3. Data regarding the CLA

CLA applicable:

Signing

By signing this form you declare:

- That you have answered all questions to the best of your knowledge and in accordance with the truth;
- That you apply the CLA faithfully, including in AVV-free periods. You, the employer, are aware that if you do not comply with the CLA, the certification of the accommodation will be withdrawn.

Signature:

Date:

Name:

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

1. Low WW premium for seasonal labour

In large parts of the open cultivation sector, temporary labour is used to carry out seasonal work. For these employees, the high WW premium is paid under the WAB because they are temporary workers. The Minister of SZW has indicated that he wants to make an exception for seasonal, temporary work.

CNV Vakmensen and FNV will, if the government offers sectors room to elaborate the low WW-premium for seasonal work via the relevant CLA tables, cooperate in a constructive manner so that the CLA will specify which seasonal work will then be eligible for the low WW-premium. Employers are not asking trade unions to commit themselves in advance to creating room for the lower unemployment (WW) premium for seasonal work in government and parliament. This protocol agreement will not be used by the individual employers' organisations involved, nor collectively, to influence the discussion on this issue at the national level with the Minister.

2. Future-proofing of housing

Employers like to take good care of their international employees. Comfortable housing that meets the standards is an important part of this. The costs of this may be deducted from the minimum wage to a certain extent. Employers propose a joint working group to investigate:

- within which regulatory, legal and financial frameworks the housing can be improved in a future-proof manner
- the level of deduction of housing costs from employees' wages
- whether and how to differentiate between price and quality of housing

Before the end of the term of the CLA, the working group will provide the parties to the CLA with advice on the investigated points mentioned above. Its advice is considered authoritative in the next round of collective bargaining.

3. Sustainable employability

The parties want to promote healthy and safe working, and encourage employers and employees to engage in lifelong development. Sustainable employability starts with entering the labour market, the workplace and ends with retirement. The aim is to do this as healthily and employably as possible.

During the term of the CLA for Open Cultivation, the parties will investigate the means of realising this wish. The parties to the CLA shall set up a joint working group for this purpose. Such a study stems from pension agreements made centrally by social partners.

Content of the study

All resources are seen and examined in conjunction with each other. Specific attention will be paid to:

- already existing resources for sustainable employability
- possibilities of allowing employees in heavy occupations to retire earlier before their retirement
- the pension scheme
- usefulness and necessity of top-up and bottom-up benefits
- possibilities of rearranging the working week
- influence of workers on their work and rest times
- learning/development and talent management.

Research methodology

- broad employee and employer survey by an independent authoritative party. This study investigates the wishes of, but also the consequences thereof for, employees per resource.
- the study examines the financial feasibility of the various resources, in terms of feasibility and effectiveness.

Delivery

Before the end of the term of the CLA, the working group will advise the parties to the CLA on the implementation, improvement or continuation of resources for sustainable employability. The preconditions of this advice:

- the resources are in line with the wishes of employers and employees resulting from the broad employee and employer survey; and
- do not lead to an increase in employee and/or employer costs and are feasible within a reasonable framework; and
- allow for customisation and fit within the employee's corporate culture and mindset.

The parties will discuss the connection with the other working group on sustainable employability in the open cultivation sector. The intention of employers is to avoid duplication as much as possible.

The training vouchers scheme is extended for the duration of the CLA.

4. Improving readability of the CLA

The CLA is an important part of the arrangements between the employee and employer. It is therefore important that everyone knows and understands the agreements - even those who do not work with the CLA on a daily basis. The parties to the CLA are setting up a working group to 're-language' the new CLA text. This also takes into account any improvements that need to be made in terms of content. The re-languaging will be included in the next round of collective bargaining.

bijlage XXI**Seconded workers (WagwEU)**

Table 1. Overview

Topics WAGA (WagwEU)	CLA articles
a) General	Article 3 Definitions Article 5 Employer's obligation Article 6 Employee's obligation Article 46 Appeal against CLA classification
b) Maximum working hours and minimum rest periods;	Article 13 General provisions Article 14 Basic regulation Article 15 Annual hours model Article 16 Additional provisions for the basic scheme and the annual hours model
c) Minimum number of holidays	Article 27 Holidays except for section 4
d) Minimum wage	Article 17 Job classification Article 18 Wage and compensation scheme section 8 and 9 Article 28 Holiday allowance section 4 Article 32 Special leave paid Article 41 Commuting expenses
e) Conditions for the supply of workers	Article 36 Temporary work and temporary agency workers
f) Health, safety and hygiene at work; Protective measures with regard to the terms and conditions of employment of children, young persons and pregnant workers or workers who have recently given birth	Article 7 Sectoral RI&E Article 43 Working clothes

Table 2. Elaboration of applicable provisions

Item	Applicable members
Article 3. Definitions	All members except: section 3) seasonal worker section 4) peak worker section 6) Saturday work section 26) agency work section 28) hirer company remuneration
Article 5. Employer's obligations	Integral
Article 6. Obligation of the employee	Integral
Article 7. Industry RI&E	Sections 1 to 4
Article 13. General Provisions	Integral
Article 14. Basic regulation	Integral
Article 15. Annual hours model	Integral
Article 16. Additional provisions for the basic scheme and the annual hours model	Integral
Article 17. Job classification and remuneration	All sections except: sections 2 and 3 b to e
Article 18. Wage and remuneration scheme	Sections 3+4
Article 27. Holidays and holiday allowance	Integral
Article 32. Paid special leave	Integral
Article 36. Temporary work and agency workers	Integral
Article 41. Commuting expenses	All sections except section 1c.
Article 43. Work clothing	Integral
Article 46. Appeal against CLA classification	Integral

bijlage XXII**Addresses of parties to the CLA**

	Phone number
Netherlands Agricultural and Horticultural Association (LTO Nederland) Bezuidenhoutseweg 105 2594 AC The Hague	+31 (0)70-3382700
Nederlandse Fruittelers Organisatie (NFO) Avenue Louis Pasteur 6 2719 EE Zoetermeer Postbus 344 2700 AH Zoetermeer	+31 (0)79-3681300
E-mail: info@nfofruit.nl	
Royal Trade Association for Nursery Stock and Flower Bulbs (Anthos) Postbus 170 2180 AD Hillegom Weeresteinstraat 10 2181 GA Hillegom	+31 (0)252-535080
E-mail: secretariaat@anthos.org	
Royal General Bulb Growers' Association (KAVB) Postbus 175 2180 AD Hillegom Weeresteinstraat 10a 2181 GA Hillegom	+31 (0)252-536950
E-mail: kavb@kavb.nl	
FNV Agriculture and Green Postbus 9208 3506 GE Utrecht Hertogswetering 159 3543 AS Utrecht 088-3680368	
E-mail: klantenservice@fnv.nl	
CNV Vakmensen Postbus 2525 3500 GM Utrecht Tiberdreef 4 3561 GG Utrecht	+31 (0)30-7511007
E-mail: info@cnvvakmensen.nl	

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+31 (0)88-8886688

E-mail: werkgeverslijn@ltonoord.nl

Employers' hotline Agriculture and Horticulture

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ZLTO

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REGIONAL ADDRESSES FNV

Via central telephone number

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REGIONAL ADDRESSES CNV VAKMENSEN

Via general telephone number

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E-mail: info@sazas.nl	
Colland Labour Market Colland back office Postbus 3189 5902 RD Venlo	+31 (0)88-0084550
E-mail: info@colland-administratie.nl	
Colland Bestuursbureau P/a Actor Agency Bureau voor sectoradvies Station Road 1 3445 AA Woerden	+31 (0)88-3292030
E-mail:	
Job Classification Appeals Committee p/a Actor Bureau voor sectoradvies Station Road 1 3445 AA Woerden	+31 (0)88-3292030
E-mail:	