

# **Royal FloraHolland collective labour agreement**

## **1 April 2024 to 31 March 2026**

This document is a translation. The Dutch text of this document shall prevail in all cases of interpretation or dispute.

## Royal FloraHolland collective labour agreement from 1 April 2024 to 31 March 2026

The undersigned declare that they have concluded the following collective labour agreement for Royal FloraHolland for the period from 1 April 2024 to 31 March 2026.

Royal FloraHolland

FNV

CNV

David van Mechelen  
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## Chapter 1 Meaning of words

### Article 1: Definitions

In this CLA, the following terms have the following meanings:

#### **Working hours**

The number of hours per week specified in the employee's employment contract.

#### **Payment period**

The payment period for the salary is 1 month.

#### **Emergency**

An emergency is something that happens suddenly that was not foreseen and that the employee has to deal with immediately.

#### **Day shift**

Working hours between 06:00 and 18:00.

#### **Shift schedule**

The working hours when employees start and end their shifts. Employees working in logistics processes may also have 'end of process' as their end time.

#### **Full-time working hours**

Working hours of 38 hours per week.

#### **Broken shifts**

Broken shifts are those voluntarily chosen by the employee that actually involve multiple shifts. These services occur only on a voluntary basis.

#### **Annual income**

The total of:

- The annual salary of a calendar year.
- The holiday allowance.
- The fixed annual benefits.
- The CLA allowances, but not the expense allowances.

#### **Annual salary**

Monthly salaries earned over the past 12 months.

**Calendar year**

A calendar year means the period from 1 January to 31 December of the same year.

**Monthly salary**

The agreed gross salary per month including fixed personal allowance, the combo allowance, but excluding cold weather allowance, irregularity allowance, overtime, benefits, allowances, all other percentage allowances.

**Employee**

The person who has an employment contract with Royal FloraHolland.

This CLA does not apply to:

- a. People who have reached the state pension age.
- b. Holiday workers and trainees.
- c. Employees working entirely abroad for RFH.

**Part-time working hours**

Working hours of less than 38 hours per week.

**Non-place and time-based positions (NPT positions)**

Non-location and time-related positions are positions that involve being able (to a large extent) to decide for oneself when and what work is performed. When doing so, the agreed results are achieved on time and as agreed. For example, office positions fall under this definition with the exception of place-based positions, such as counter positions.

**Interrupted shifts**

Interrupted shifts may occur in departments with a wide schedule for handling, with availability allowance, where the workload is unpredictable on a daily basis due to aircraft flights.

**Partner**

Partner means:

1. The person with whom the employee has concluded a cohabitation contract in front of a notary.  
The notary's contract must be shown to RFH by the employee.  
The partner must not be the employee's child, grandchild, father, mother or grandparent. The partner must also not be the employee's brother, sister, brother-in-law or sister-in-law.  
or
2. The registered partner with whom the employee lives. The employee then has a registered partnership together. A registered partnership almost has the same consequences as marriage. A number of things about the registered partnership are in the Dutch Civil Code, Book 1, Title 5a.

or

3. The person to whom the employee is married before the law.

### **Period**

A period is a period of time:

- The first period of time lasts four weeks.
- The second period of time lasts four weeks.
- The third period of time lasts five weeks.

RFH has paid 3 periods of time after 3 months. That is a total of 13 weeks.

These periods of time are used for:

- Settlement and payment of plus hours.
- Settlement and payment of minus hours.
- Payment of overtime.
- Payment of irregularity allowance (ORT).

### **Place and time-based positions (PT positions)**

Place and time-related positions are positions where there is no regulatory freedom to determine when and where the work is performed. There are two categories: place and time-related positions in logistics and in non-logistics processes. An overview of current positions that fall under this definition of logistics processes is available on the intranet. For new or changed positions, the ORBA classification committee tests whether they fall under the logistic place- and time-related processes.

### **Hourly wage**

- Hourly wage as basis for overtime pay and ORT:  
The agreed gross monthly salary including combo allowance but excluding fixed personal allowance, cold weather allowance, ORT (irregularity allowance), overtime, benefits, allowances and all other percentage allowances divided by 164.67.
- Hourly wage as basis for buying and selling hours:  
The full-time monthly salary including holiday pay divided by 164.67. The processing of the holiday pay mentioned above takes place in the month of May.

### **Value of an indefinite leave day**

If an indefinite leave day is granted, the value of this leave day is determined as follows: the average number of shift schedule hours per week divided by 5. So for a full-time employee, this is  $38 / 5 = 7.6$  hours. For a part-time employee with a 20-hour shift schedule, for example, this is  $20 / 5 = 4$  hours.

### **Employer**

Coöperatie Royal FloraHolland U.A.. We abbreviate this to Royal FloraHolland or to RFH.

**Changing shift schedule**

In a changing shift schedule, the times when the employee starts and stops work are not always the same. These times change according to a schedule.

*Note: Wherever 'he' appears in this collective labour agreement, it also refers to 'she'. It also refers to a person whose gender is not known to the drafters of this collective labour agreement, or someone who identifies as non-binary or genderqueer. In that case, 'he' can also be read as 'them'.*



## Chapter 2 Employment contract

### Article 2: Employment contract

1. The employee shall receive the employment contract digitally. The employment contract shall be signed by RFH and the employee. RFH ensures that the employee receives a signed employment contract. A paper version of the employment contract may be provided at the employee's request.
2. The employment contract contains
  - a. The name of the employer and the position of the person signing on behalf of the employer.
  - b. Name, address and residence of the employee.
  - c. Whether the employment is fixed-term or indefinite.
  - d. The probationary period except where not legally possible.
  - e. The location and position.
  - f. The salary and salary scale.
  - g. The date on which employment starts.
  - h. The number of working hours.
  - i. The notice period if different from the normal notice period in the collective labour agreement.
  - j. The applicable collective labour agreement.

### Article 3: Fixed-term or indefinite period

1. The employee is given a fixed-term or indefinite employment contract.
2. The employment contract is for a fixed term:
  - a. To see if employee is suitable for the position for up to 1 year.
  - b. For temporary work or a project.
4. For a fixed-term employment contract of 6 months or more, RFH must indicate at least 1 month before the end of the employment contract whether it expires or is continued. Continuation of the employment contract should specify the conditions.
5. The number of consecutive fixed-term employment contracts is limited to a maximum of three in three years. The temporary period in similar work or equal position at RFH counts in the chain of fixed-term contracts.

### Article 4: Probationary period

1. Every new employee with an indefinite employment contract is given a probationary period of 2 months. This probationary period applies to RFH and to the employee. RFH and the employee may agree on a shorter probationary period.
2. The probationary period in a fixed-term employment contract is:
  - a. 2 months for an employment contract for more than 1 year.
  - b. 2 months in case of an employment contract, where the end date is not fixed, such as a project.
  - c. 1 month for employment contracts longer than 6 months up to 1 year.

- d. No probationary period if it is not allowed by law, such as for an employment contract of 6 months or less.

**Article 5: CLA**

1. The RFH collective labour agreement takes precedence over the employment contract, implementing regulations, protocols, etc. and the labour instruction. If something clashes with the collective labour agreement, the collective labour agreement takes precedence.
2. The employee can read the collective labour agreement on the intranet. When the employee enters service, he shall be provided with the collective labour agreement digitally.

## Chapter 3 Obligations of the employer and employee

### Article 6: Temporary other work

1. RFH and the employee are obliged to behave as a good employer and a good employee (Section 7:611 Dutch Civil Code).
2. The employee may have to do other work temporarily if necessary. This is only necessary in special cases. This is also only necessary if the employee can handle the work. It must be work required for RFH.
3. If the employee sometimes has to do other work temporarily, he shall not get more or less salary.
4. If the employee finds that the temporary, different work does not suit himself or his circumstances, he shall report this to RFH.
5. If there is a vacancy or other mismatch between work supply and number of employees, the employee may be redeployed by his supervisor to other processes within the site, where paragraphs 3 and 4 apply.

### Article 7: Confidentiality and ancillary activities

1. Employees keep secret what they find out at work, if it is clear that something must be kept secret or if RFH has said that something must be kept secret.
2. Ancillary activities, such as a side job and/or voluntary work, should not conflict with RFH's work, interests and good name.
3. Employees wishing to engage in ancillary activities shall seek prior approval from RFH. Only after the employee gets permission can he start the ancillary work.
4. RFH shall prohibit or restrict ancillary activities only on the basis of an objective reason. Objective reasons include health and safety, protection of confidential business information, avoidance of conflicts of interest or conflict with the Dutch Working Hours Act. This enumeration is non-exhaustive.
5. RFH may suspend an employee for the purpose of investigation if they have not sought prior approval for the ancillary activities and RFH has an objective reason to prohibit or restrict the ancillary activities. Depending on the seriousness of the offence and/or conduct, disciplinary measures may follow, which may not exclude instant dismissal.
6. Employees are not entitled to illness and incapacity for work benefits (supplementary or otherwise) if they have not sought prior approval for the ancillary activities and fall ill as a result of these ancillary activities.

### Article 8: Prohibitions and orders

1. Sub a to h state what the employee is not allowed to do, i.e. what is prohibited. If the employee does not comply, he can be fired.
  - a. The employee may not work for or participate in companies supplying RFH or doing work for RFH, if this leads to a conflict of interest.

- b. Employees must not ask anyone for gifts, tips, rewards or commissions. Nor should he take these from anyone. In particular, the employee should consider:
    - Companies or individuals working for RFH.
    - Suppliers of RFH.
    - Companies, agencies or individuals he meets through his work.
  - c. Placing software on a computer system without prior permission and/or using software for which RFH has no right of use.
  - d. The employee must not accept or take away floriculture products that have been turned over.
  - e. The employee must not come to work under the influence of alcohol or drugs.
  - f. The employee must not possess alcohol or drugs on the auction premises.
  - g. The employee may not buy or sell alcohol or drugs on the auction premises.
  - h. The employee must not consume alcohol and drugs while at work.
2. The employee must take good care of RFH's money and belongings.
  3. If damage occurs to RFH's belongings, RFH shall pay for the damage. If the damage was caused by the employee's intention or if the employee was very deliberately careless, the employee must pay part or all of the damage.

#### **Article 9: Good employer**

RFH should behave like a good employer. This means:

1. RFH should do what a good employer does. And if a good employer does not do something, RFH should not do it either.
2. RFH provides tools, machinery and workspace. RFH does this within the limits of what is possible.
3. The employee may cause damage to third parties while at work. Those damages can cost money. That is why RFH takes out insurance for this.  
But the employee may have to repay some or all of the damages. This is required if the damage was done intentionally or if the employee was deliberately very careless.
4. RFH must allow the employee to see their personnel file if the employee wants to. The employee must have incorrect personal data changed.

#### **Article 10: Interests**

1. Employees may personally advocate for their interests at RFH.
2. Employees can also choose a representative to represent their interests. This representative can write a letter. If requested by the employee or his representative, RFH shall arrange an appointment. The employee may be at this appointment.
3. Employees who are union members are entitled to union representation.

## Chapter 4 Remuneration

### Article 11: Salary, promotion and observation

1. The employee shall receive the salary corresponding to his position. If the employee does not ~~want to~~ come to work when scheduled, RFH may decide not to pay salary and/or impose disciplinary measures for the time not worked.
2. The employee who *is promoted* to a higher graded position and has the required skills and experience shall receive the promotion increase. The employee shall receive the salary corresponding to the higher position with effect from the next payment period.
3. The employee who temporarily, for a maximum of 6 months, fills a higher position, remains classified in his own position scale and retains his own salary.
4. The employee may be eligible for an observation allowance. The conditions are:
  - a. The position that replaces the employee is at least 1 salary grade higher.
  - b. The employee assumes at least half the position.
  - c. The observation shall last at least 4 consecutive weeks. Holiday leave does not count here.
  - d. The observation lasts for a maximum of six months.
  - e. The employee does not have a position to which the observation pertains (e.g. deputy supervisor).
5. If the conditions, as mentioned in paragraph 4, apply, the employee shall receive a *substitute bonus* of 5% of current gross salary when observing a position 1 scale higher and of 10% of the current gross salary when acting in a position of 2 scales or more higher. The employee shall receive the allowance in arrears per month. RFH calculates the surcharge based on the number of working days observed.

### Article 12: Salary of a part-time employee

RFH converts the full-time monthly salary based on the salary scale for the part-time employee so that the monthly salary fits the working hours as agreed in the employment contract.

### Article 13: Wage increase

The pay rise consists of several components:

1. From 1 April 2024, a 4% structural wage increase shall be granted.

The minimum and maximum of the salary scales are increased by the structural, percentage salary increase, as well as the employee's full-time salary.
2. A further structural pay rise of 4% shall be granted from 1 January 2025.

The minimum and maximum of the salary scales are increased by the structural, percentage salary increase, as well as the employee's full-time salary.

## Chapter 5 Illness and incapacity for work

### Article 14: Absence rules

For the employee who is ill and unable to work as a result, the rules for short-term and long-term absenteeism apply. The Absence rules<sup>1</sup> are available on the intranet, but can also be requested from the supervisor.

### Article 15: Terms

1. For detailed information on the benefits associated with illness and incapacity for work, please refer to the UWV site. Below is a brief explanation of the benefits mentioned in this collective labour agreement chapter.
2. Dutch Act on Work and Income according to Labour Capacity, or WIA for short.  
The WIA has 2 benefits, namely the WGA benefit and the IVA benefit.
3. Resumption of Work by Partially Disabled Persons, or WGA for short.  
Employees may be eligible for WGA benefits if two conditions are met:
  - The employee has been incapacitated for work for 2 years or more and can (in the future) return to work (more).
  - The employee can earn 65% or less of his former income with that work.There are different WGA benefits, namely the pay-related benefit, the wage supplement benefit and the continuation benefit.
4. Income Provision for Fully Disabled Persons, IVA for short.  
Employees may be eligible for IVA benefits if two conditions are met:
  - The employee may earn 20% or less of his former income.
  - And this shall remain sustainable in the future.

### Article 16: First, second, third year of illness

1. In this article, gross income means:
  - Monthly salary, as referred to in Article 1 of this CLA.
  - Holiday allowance.
  - Irregularity allowance (ORT).
2. **First year of illness.**  
For continued wage payment during the first year of illness, the following applies:
  - a. Employees who are ill and unable to work shall continue to receive their gross income, according to the statutory rules (Section 7:629 (1) Dutch Civil Code), during the first 52 weeks of incapacity. This is 70% of gross income, capped at the maximum daily wage, where the continued payment cannot be less than the minimum wage.
  - b. RFH supplements the gross income mentioned under paragraph 2.a to 100%, where:

<sup>1</sup> Link to Absence rules on intranet: [Process bank - Verzuimregels.pdf - All documents \(sharepoint.com\)](#)

- If on the first day of illness *the employee has been employed for less than six months*, he shall be paid 100% for once the length of employment worked up to the first day of illness. Thereafter, the employee receives 70% of gross income, capped at the maximum daily wage (Section 7:629 (1) Dutch Civil Code).
- If the employee has been employed for six months or more *on the first day of illness*, he shall be paid 100% of gross income for the first 52 weeks of incapacity for work.

### 3. **Second year of illness.**

The second year of illness means the period from the 53<sup>th</sup> to the 104<sup>th</sup> week of incapacity for work.

For continued wage payment during the second year of illness:

- a. If on the first day of illness *the employee has been employed for less than half a year*, he shall continue to be paid 70% of his gross income in the second year of illness, capped at the maximum daily wage (Section 7:629 (1) Dutch Civil Code). The employee shall not receive any further supplement from RFH.
- b. If on the first day of illness *the employee has been employed for six months or more*, he shall continue to be paid 70% of his gross income in the second year of illness, capped at the maximum daily wage (Section 7:629 (1) Dutch Civil Code). In addition, the employee may receive a supplement up to 85% of gross income, provided he meets the conditions, as mentioned in paragraph 3.c.
- c. Employees who have been employed *for six months or more on the first day of illness* shall receive a supplement to 85% of gross income, if they cooperate as much as possible in their reintegration in accordance with the rules of the Dutch Gatekeeper Improvement Act. Reintegration can focus on work within RFH, but also on work outside RFH. Whether the employee cooperates sufficiently in his reintegration is determined by RFH, with RFH seeking advice from the Dutch Occupational Health and Safety Office.
- d. Employees who start working partly or fully at wage value shall be paid their full gross income on these hours worked.
- e. The salary, as it applied before the employee became incapacitated for work, is pensionable.

### 4. **Third year of illness.**

The third year of illness means the period from the 105<sup>th</sup> to the 156<sup>th</sup> week of incapacity for work. Provided that the employee is still employed by RFH, continued salary payment during the third year of illness applies:

- a. If the employee is employed for less than six months *on the first day of illness*, he shall not receive any supplement to the wage-related WGA benefit in the third year of illness from RFH.
- b. If the employee has been employed for six months or more *on the first day of illness*, RFH supplements the wage-related WGA benefit to 85%. Employees who are less than 35% incapacitated shall receive a supplement to their unemployment benefit up to 85% while they are still employed by RFH.
- c. The employee never receives a higher total amount in wages, benefits and supplement than he would have received in wages had he not been incapacitated.

### 5. **IVA benefit.**

Employees who are totally and permanently disabled may be eligible for IVA benefits. If the

employee receives this IVA benefit, it shall be deducted from RFH's wage payment. During the period that the employee is



employed, RFH shall supplement the remaining portion of gross income and IVA benefit to 90% of gross income on a monthly basis.

6. After the employee has been incapacitated for work for 2 years and no suitable position is available, the employment is terminated. The employee shall receive the statutory transitional remuneration.
7. An incapacitated employee must always notify RFH if he receives benefits from the UWV and the amount. If the employee does not report this, he cannot get a supplement from RFH.
8. The legal rules may change in such a way as to affect this CLA article. If this situation arises, RFH and the unions shall discuss the consequences.

#### **Article 17: Reintegration**

1. RFH shall try to find suitable work as part of the employee's reintegration.
2. RFH and/or the employee may seek an expert opinion from the UWV if it is not clear whether the work offered is suitable. The assessment is requested within 10 working days of the effective date of the suitable work. RFH shall pay the costs.
3. The salary of the employee who does not want to perform the offered suitable work is suspended pending the UWV's expert opinion.
  - a. If the UWV finds that the work is suitable, then the salary is rightly suspended and the continuation of salary payment is further stopped until the employee starts doing the work.
  - b. If the UWV rules that the work is not suitable, the employee is entitled to a back payment.
4. The employee must immediately accept the suitable work, if the UWV finds that RFH is right and the work is suitable. If the employee does not want the suitable work, he is not cooperating in his reintegration and this is considered work refusal. Work refusal has employment consequences.
5. RFH must proceed with reintegration and find other suitable work if the UWV rules that the employee is right.

#### **Article 18: Continued wage payment or no wage payment and supplements**

1. UWV may impose a wage penalty on RFH.

If the WIA benefit does not start or starts later due to a wage sanction to RFH, RFH shall pay the legally required wage payment and the supplement to 85%. For the supplement, the employee must have been employed for six months or more *on the first day of illness*. This wage payment and supplement also apply if RFH and the employee together decide to postpone the application for WIA benefits.
2. UWV may impose wage penalty on employees.

If the WIA benefit does not start or starts later due to a sanction to the employee, the employee shall receive no income and no supplement from RFH.
3. If the employee does not comply with the reintegration agreements made by RFH, the UWV or the company doctor, the employee shall not be entitled to the salary continuation supplement and shall not be entitled to the supplements to the statutory benefits.

4. The employee must comply with the provisions, as stated in Section 7:629 (3) of the Dutch Civil Code. If the employee fails to comply, the right to salary payment plus any supplements shall be forfeited. By way of explanation, Section 7:629 (3) of the Dutch Civil Code states that an employee loses his rights if:
  - a. The illness is due to the provision of false information in the appointment examination, which did not allow an assessment of whether the work is too hard.
  - b. Impeding or delaying the employee's healing.
  - c. The employee refuses suitable work without good reason.
  - d. The employee does not follow advice for suitable work.
  - e. The employee fails to cooperate to enable suitable work without good reason.
  - f. The employee submits the application for WIA benefits late without good reason.
5. The right to continued wage payment mentioned in paragraph 3 plus any supplements also lapses if:
  - a. The employee fails to comply with short- and long-term absence rules.
  - b. The employee actively refuses to cooperate in his recovery. The company doctor advises RFH in this regard.
  - c. The employee does not comply with control regulations.
  - d. Employment ends.

#### **Article 19: Third-party liability**

1. A third party may be liable for the employee's incapacity for work.
2. The law contains the rules on recourse (compensation). The court may determine compensation for the employee and for RFH. The compensation that is for RFH is for continued salary and reintegration costs.
3. The employee is obliged to cooperate in the accident investigation so that RFH can gather enough information to recover damages from the third party. If the employee does not cooperate, the employee may lose the right to the supplement by RFH.
4. RFH does not have to pay more than the wage and salary supplement thereon in accordance with the RFH collective labour agreement if a third party is liable for the accident.

## Chapter 6 Compensation upon death

### Article 20: Compensation upon death

1. If an employee dies, the *surviving relatives* of the employee shall receive compensation upon death based on Section 7:674 of the Dutch Civil Code.
2. The *surviving relatives* (hereinafter referred to as next of kin) are defined according to Section 7:674 of the Dutch Civil Code:
  - a. The surviving spouse or registered partner from whom the employee did not live permanently separated or the person with whom the employee lived unmarried.
  - b. If there are none, the minor children to whom the employee was related by family law.
  - c. If there are none, the person with whom the employee lived in a family relationship and whose living expenses he largely met.

Unmarried cohabitation as referred to in paragraph 2.a exists if two unmarried persons maintain a joint household, with the exception of blood relatives in the first degree. There is a joint household as referred to in paragraph 2.c if the persons concerned have their main residence in the same dwelling and show that they care for each other by contributing to the costs of the household or otherwise provide for each other's care.

3. At RFH, the compensation upon death is equal to the gross salary to which employee was entitled for a period of 3 months from the day after the employee died. The next of kin do not have to pay taxes and contributions on the compensation upon death.
4. Compensation upon death paid under the Illness Act, WAO or WIA may be deducted from the compensation upon death.
5. In principle, the compensation upon death is paid at the end of the month following the month in which the employee died.

### Article 21: Termination of the employment contract

1. The employment contract ends due to the death of the employee.
2. The next of kin are entitled to the payment of:
  - a. The salary and other salary components up to the date of death.
  - b. Accrued holiday pay up to the date of death.
  - c. Leave hours not taken by the employee.

## Chapter 7 Termination of the employment contract

### Article 22: Termination of the employment contract

The employment contract ends:

1. If RFH and the employee both agree.
2. When the employee retires or reaches state pension age. Please note: no notice period applies, even in the case of an indefinite employment contract, if the employee reaches the state pension age. The employment contract also ends if the employee who has reached the state pension age is ill.
3. When the time for which the agreement applies is over or the work is finished for which the agreement was intended.
4. By terminating a fixed or indefinite term contract (see Article 23).
5. By termination for urgent reasons. These reasons are in the law (Sections 7:678 and 7:679 of the Dutch Civil Code). Examples of urgent reasons for RFH include theft, cheating and drunkenness of the employee. Examples of urgent reasons for the employee are not receiving pay or mistreatment by RFH.
6. If the employee dies.
7. Effective immediately by termination during the probationary period, even if the employee is ill.
8. If the subdistrict court dissolves the employment contract or if the UWV gives permission.

### Article 23: Notice period

1. RFH says by the end of the month.
2. The employee terminates his fixed-term or indefinite employment contract digitally (via Youforce or by e-mail) or by writing to his supervisor.
3. The notice period is one month for employees with positions classified C05 to C40.
4. The notice period is two months for:
  - a. Employees with a position classified C45 or above.
  - b. Employees with a position classified in an above-CLA scale.
5. The notice period for RFH is determined by the employee's length of service. The length of employment is measured on the day of termination.

Duration of employment	RFH notice period
Shorter than 5 years	1 month
5 to 10 years	2 months
10 to 15 years	3 months
15 years or longer	4 months

The law (Section 7:672 of the Dutch Civil Code) sets out rules for the end of the employment contract. These rules apply except where the collective labour agreement or employment contract deviates from them.

6. RFH and the employee may agree on a longer notice period. It shall be included in the

employment contract. The notice period for the employee may not be extended by longer

than 6 months. If a longer notice period is agreed with the employee, the notice period for RFH shall also be extended. The notice period for RFH must not be shorter than that for the employee.

7. In the case of a (collective) dismissal procedure, the entire procedure time at the UWV shall be deducted from the notice period, with at least one month's notice remaining in any case. The processing period starts on the date UWV receives a complete dismissal request and ends on the date the dismissal permit is issued.

**Explanation**

- *The notice periods in this article shall be seen by the employee as a minimum. RFH and the employee can agree on a longer notice period in the employment contract. The notice period for the employee should not be longer than for RFH.*
- *The law (Section 7:672 of the Dutch Civil Code) sets rules on the notice period. The collective labour agreement or employment contract may deviate from the law. Then the collective labour agreement or employment contract applies.*

## Chapter 8 Suspension

### **Article 24: Suspension of the employee**

1. If a serious offence is suspected, the employee shall be suspended. If RFH suspects the employee of having done something really bad, RFH is given a week to investigate the matter. During this week, RFH suspends the employee. Depending on the reason for the suspension, the employee may or may not be paid his salary this week. RFH shall send the employee a letter explaining the suspension as soon as possible.
2. Articles 6, 7 and 8 of the collective labour agreement set out the employee's obligations. RFH shall warn the employee who fails to fulfil these obligations. RFH does so by letter. RFH shall impose a disciplinary measure appropriate to the severity of the offence and/or conduct.
3. RFH may also suspend an employee if RFH suspects that dismissal for an urgent reason is required. The starting point is that employee can be suspended for a maximum of 1 week. This suspension may be extended by 1 week.
4. RFH may prohibit the employee from being in RFH's buildings and premises during the suspension.
5. The employee wrongfully suspended by RFH shall be reinstated openly by RFH if the employee so wishes.

## Chapter 9 Pension

### Article 25: Pension scheme from 1 January 2021

1. With effect from 1 January 2021, the pension arrangements set out in this chapter shall apply. The pension arrangements are also laid down in a pension scheme with the pension providers.
2. The pension administrator of RFH's basic scheme is Pensioenfonds PGB (hereinafter PGB) and the pension administrator of RFH's supplementary scheme is Centraal Beheer PPI (hereinafter CB).
3. The pension target age is 68. There is no entry age for participation.
4. The employee premium is a percentage of pensionable salary and amounts to 5.0% during the term of the CLA.
5. The starting point for the employer contribution for PGB and CB together is 13.0% of pensionable salary during the term of the collective labour agreement.
6. Pensionable salary includes: 12 times gross monthly salary, holiday pay, personal allowance, combo allowance and plus hours.
7. Pension is accrued on pensionable earnings. Pensionable earnings are pensionable salary minus deductible. The deductible is that part of pensionable salary on which no pension is accrued.
8. In the coming years, we shall work towards a premium distribution of 2/3<sup>th</sup> for RFH and 1/3<sup>th</sup> for employees.
9. All other premium increases or decreases other than those agreed in the addendum dated 20 April 2021 shall be subject to a 50-50 split between RFH and the employees.
10. Changes in the membership that lead to changes in pension costs (expressed as a percentage of pensionable salary) are not included in the agreed 50-50 split of pension contributions.

### Article 26: Basic scheme at Pensioenfonds PGB

1. The basic scheme is a conditional average pay scheme with conditional indexation. The amount of the accrual percentage depends on the premium made available by CLA parties and the cost of pension applied by PGB.
2. This scheme has a maximum pensionable salary of €66,613 (2024). The maximum pensionable salary is determined on 1 January based on the salary indexed with the general salary increases.
3. The employee accrues pension on salary increases during a year up to the maximum pensionable salary under the basic scheme.
4. The maximum contribution for the basic scheme for RFH and employees combined is 27.30% of pensionable earnings.
  - a. If in **2025** the cost price for pensions at PGB rises, CLA parties shall consult each other again. If CLA parties decide to increase the maximum premium from 2025, the additional costs shall be shared on a 50-50 basis between RFH and the employees (see Article 25 (9)).



- b. If in **2025** the cost of pension at PGB decreases, the lower cost shall be shared between RFH and the employees on a 50-50 basis (see Article 25 (9)).
5. RFH has a third-party account with PGB. This account holds the limited contribution surplus from 2021 and the funds released from the technical result of the terminated pension scheme at Nationale-Nederlanden (NN). The funds shall be used to finance the pension scheme if the cost price at PGB increases and/or to finance the abolition of the average contribution when the Dutch Future Pensions Act is implemented.
6. The maximum contribution rate of 27.30% leads to an accrual of 1.75% of pensionable earnings in 2024, however, the contribution agreement is leading. If the maximum contribution rate is insufficient to achieve 1.75% accrual, the accrual rate shall be adjusted downwards.
7. The deductible for the basic scheme is equal to the minimum deductible for tax purposes at a maximum accrual rate for tax purposes. In 2024, the deductible is €17,545.
8. The next of kin's pension, which is the partner and orphan's pension, shall be on a risk basis from 2021. The partner's pension on a risk basis is 70% of the retirement pension.  
Note: The next of kin's pension accrued in 2020 with PGB and any prior to that with Nationale-Nederlanden (NN) shall be maintained on an accrual basis.
9. The PGB board decides annually whether indexation can take place on the accrued pensions.

#### **Article 27: Supplementary scheme at Centraal Beheer PPI**

1. The supplementary scheme is a defined contribution scheme for the pensionable salary above €66,613 (2024) up to the maximum taxable pensionable salary of €137,800 (2024).
2. The deductible is €66,613 in 2024. Annually on 1 January, the deductible is adjusted to the maximum pensionable salary of the basic scheme.
3. The contribution is based on the pensionable earnings of the supplementary scheme and is based on an age-related graduated scale.

Age	Deposit rate
20 to 24 years	13,9%
25 to 29 years	15,0%
30 to 34 years	16,1%
35 to 39 years	17,4%
40 to 44 years	18,7%
45 to 49 years	20,2%
50 to 54 years	21,8%
55 to 59 years	23,6%
60 to 64 years	25,9%
65 years and over	28,1%

4. The employee already participating in the supplementary scheme on 1 January of any year shall also start contributing on salary increases during a year up to the maximum pensionable salary for tax purposes.
5. The employee who starts earning more than the deductible of the supplementary scheme during any year shall start contributing to the supplementary scheme only with effect from the next 1 January.
6. The partner's pension, which is the next of kin's and orphan's pension, is on a risk basis. The partner's pension on a risk basis is 1.16% of pensionable earnings per year of service. Years of service before 1 January 2020 are not taken into account for this purpose.

#### **Article 28: Top-up savings scheme**

1. The employee can save on top of the basic scheme and, if applicable, also on top of the supplementary scheme. The top-up savings scheme is operated by CB.
2. The employee participating in the top-up savings scheme pays for this entirely himself.
3. Top-up savings are based on an age-related graduated scale.
4. More information on top-up savings is available on the intranet or can be requested from the HR Service Desk.

#### **Article 29: Dutch Surviving Dependents Act (Anw) pension**

1. The employee can insure Anw pension for his partner. The Anw pension insurance is administered by PGB.
2. The Anw pension is a benefit in addition to the partner's pension and is paid upon the employee's death during his employment with RFH. The Anw pension stops as soon as the partner receives state pension.
3. The employee pays the premium for the Anw pension insurance entirely himself.
4. More information on the Anw pension is available on the intranet or can be requested from the HR Service Desk.

#### **Article 30: Indexation of accrued pensions at Nationale-Nederlanden (NN)**

1. A supplement of 1.3% was granted on all pensions accrued up to 31 December 2019 with NN as of 31 December 2019.
2. From 1 January 2020, the pensions accrued with NN, which are eligible for a supplement under the pension regulations, shall receive an unconditional supplement for five years.
3. The supplement referred to in paragraph 2 shall be granted with effect from 1 January 2021, 1 January 2022, 1 January 2023, 1 January 2024 and 1 January 2025. After 1 January 2025, no supplements shall be granted on pensions accrued at NN.
4. The indexation as referred to above shall not be granted at a time mentioned in paragraph 3, if an employee has left employment before that time of granting the indexation and has transferred the pension accrued with NN to another pension administrator.

**Article 31: Working group on pensions**

1. A joint working group with pension experts from RFH and the unions shall advise CLA parties on the newly agreed pension scheme under the Dutch Future Pensions Act.
2. The advice shall include:
  - a. The contract choices (flexible vs solidarity) with advantages and disadvantages.
  - b. The choice to enter with advantages and disadvantages.
  - c. The expected pension outcomes due to the switch to a flat pension contribution rate.
  - d. An equal pension ambition versus an equal pension contribution.
  - e. Whether or not to merge the basic and supplementary pension schemes.
3. The advice shall be given to CLA parties in the 3<sup>rd</sup> quarter of 2024. For now, PGB aims to receive the transition plan from CLA parties by 1 December 2024.
4. Complementary to the assignment regarding the Dutch Future Pensions Act, the working group is also advising on the supplementary pension scheme and whether or not to stay with the current pension provider Centraal Beheer PPI. The pension results achieved and the communication to RFH and the members help determine the working group's advice. The aim is to provide the advice to CLA parties in the 2<sup>nd</sup> quarter of 2025.

## Chapter 10 Final agreements

### **Article 32: Duration, amendment and termination**

1. The term of this collective labour agreement is from 1 April 2024 to 31 March 2026.
2. RFH and the unions can amend the collective labour agreement in between if they deem it necessary. This is something that CLA parties need to agree on together.
3. The employee who has a better employment condition than stated in the collective labour agreement shall keep this employment condition if it concerns his monthly salary and/or pension. The better condition of employment is in the employee's employment contract.
4. The employee who has a better, temporary employment condition than the one in the collective labour agreement, but not the monthly salary and/or pension, shall lose this employment condition as soon as the new collective labour agreement takes effect (see paragraph 1).
5. A condition of employment not covered by the collective labour agreement is in the employee's employment contract.
6. RFH may sometimes deviate positively from the collective labour agreement. The employee should get benefits from the deviation.

## Chapter 11 Holiday agreements

### Article 33: Accruing and taking leave

1. Full-time employees accrue 205.2 leave hours (27 days x 7.6 hours) in a calendar year.
2. RFH converts the part-time employee's leave hours based on his contract hours, so that the number of leave hours matches the scope of his employment contract. A part-time employee then has the *average number of contract hours per week / 38 x 205.2 hours of leave per calendar year*.
3. Full-time employees may accrue a maximum of 76 leave hours per calendar year. RFH converts this for part-time employees. If the employee has been employed for less than a year, this number shall be adjusted pro rata. The condition is that the total balance of leave hours is taken in the calendar year of purchase. If this is not possible in special circumstances, the employee must take it in the following calendar year before 1 July. If these hours are not then taken, they shall be paid out. If an employee wants to buy more than 10 days, customised agreements shall be made.
4. RFH can designate 15 hours when employee must take compulsory leave. RFH converts the hours of compulsory leave for the part-time employee. Mandatory leave hours taken shall be deducted from the leave credit. RFH shall consult with the Works Council on designating compulsory holidays.
5. This collective labour agreement lists the public holidays. The employee who has other festive or memorial days due to their religion may take up to 4 days' leave for that purpose. This leave may not exceed 2 working days in a row at a time. The leave days shall be deducted from the leave credit. The employee must request at least 2 weeks' notice.
6. Employees are allowed to take up to 6 consecutive weeks of holidays once every 2 years. This is only allowed if the employee is not incapacitated for work. Employees must seek prior approval from their supervisor.
7. The current work schedule is leading when taking leave. For an 8-hour daily schedule, 8 hours of leave are taken, for a 6-hour daily schedule, 6 hours are taken, for a 4-hour daily schedule, 4 hours are taken.
8. Holiday period requests.
  - a. Employees indicate their holiday requirements on the holiday request form. The holiday schedule is drawn up by RFH, taking into account the employee's wishes as much as possible.
  - b. The process for requesting holidays during the summer period is:
    - The employee shall receive the holiday request form no later than 1 November.
    - The employee shall submit the completed application form to his/her supervisor before 1 December.
    - The employee shall hear whether their application is approved or not by 15 December. If it is not immediately possible to honour the employee's holiday wish, consultation with the employee shall first take place to see how the holiday wish can still be honoured. The intention is that the employee, whose leave cannot be honoured immediately, shall also hear by 15 December when he has a holiday.

**Article 34: Expiration of leave hours**

1. Employees who do not work and do not receive salary also do not accrue leave.
2. During absence due to incapacity for work, an employee accrues leave hours. Employees who are (partially) incapacitated for work accrue full holidays. If the employee takes leave hours then they are full days as if he were not incapacitated.
3. Unused statutory leave hours expire six months (i.e. on 30 June) after the calendar year in which they were accrued.
4. Unused non-statutory leave hours expire after 5 years. RFH counts from the end of the year in which entitlement to these leave hours arose.

**Article 35: Leave savings account (VSR)**

1. Full-time employees may save a maximum of 1,000 hours in their leave savings account (VSR). For part-time employees, the hours to be saved are calculated in proportion to the contract hours.
2. a. The hours saved on the VSR can be used to *stop working earlier* or for a *sabbatical*. A sabbatical is defined as a longer, continuous period of at least 4 weeks in which no work is done, for e.g. a long holiday or study. Hours on the VSR cannot be taken as individual days or hours.  
b. This shall take place during the term of this CLA in which RFH shall broaden the possibilities of taking hours from the VSR in the sense that an employee shall have the opportunity to take individual hours as well as days from the VSR for time off. The requirement of a longer, continuous period of at least four weeks shall be dropped during the pilot. At the end of the CLA term, CLA parties shall evaluate the pilot.
3. Employees may request that unused excess leave be deposited into the VSR.
4. Plus hours are automatically deposited into the VSR at the end of the reference period, unless the employee himself indicates that he wants the plus hours to be paid out.
5. Hours recorded on the VSR cannot be converted into cash, nor can they be used to offset any minus hours.
6. Hours on the VSR do not expire.

**Article 36: Taking leave**

1. Employees shall take leave in the calendar year in which they accrue the leave. If RFH asks the employee not to take their leave, the employee may take the leave in the next calendar year.
2. The aim is to reduce the existing leave accrual and avoid new ones. Leave is meant to be taken.

**Article 37: Days off, holidays and busy periods**

1. The employee asks RFH (the supervisor) if he can take time off. RFH (the supervisor) and employee discuss this. The employee shall not be given time off if it cannot be done in the interest of RFH. Employees must request days off at least 3 working days in advance.

2. RFH may refuse holiday or days off if things are busy. RFH shall consult with the Works Council when things are busy and together they determine in advance which days or weeks are busy. Leave hours are meant to be taken in the relevant calendar year in which the hours are accrued. The employee's wishes are met as far as possible.
3. Full-time employees take a minimum of 152 hours of leave per calendar year. Part-time employees take these leave hours proportionally.

#### **Article 38: Statutory leave must be taken**

RFH may not give cash in lieu of statutory leave. This is only allowed when someone leaves employment. The employee may not work somewhere else in salaried employment during his holidays.

#### **Article 39: Rescheduling holidays**

RFH may reschedule the employee's holiday. This is only allowed only for important reasons. And this should only be done after consultation with the employee. RFH shall pay for the damages suffered by the employee due to the rescheduling.

#### **Article 40: Leave from shift work**

The leave day of an employee working a shift shall commence at the start of the shift.

#### **Article 41: Above-legal leave hours and value of leave hours**

1. A full-time employee at RFH accrues 205.2 hours of leave per full calendar year. The minimum under the law is 152 hours. A full-time employee thus accrues 53.2 extra hours per full calendar year and a part-time employee in proportion to contract hours.
2. These extra hours, the excess statutory leave, can be used by the employee for leave or purposes below:
  - a. Convert into cash, including 8.33% holiday pay, and add to the elective budget.
  - b. Get paid in cash, including 8.33% holiday pay.
  - c. Leave in leave hours and take up until no later than the statutory deadline. Above-legal leave hours expire after 5 years.
  - d. Deposit into the Leave Savings Account (VSR).
3. The hourly wage on 1 January is the value of the leave hour. When paid out, holiday pay is also paid on these elective hours in the month of May. This also applies when buying leave hours. In the event of a collective labour agreement increase, the price of a leave hour and the amount of the elective budget shall be increased by an equal percentage. A salary adjustment due to a promotion or the salary round does not affect the price of a leave hour and the amount of the elective budget.

#### **Article 42: Elective budget**

1. An elective budget was introduced from 1 January 2015. This allows employees to choose and use their own terms of employment for the stage of life and/or situation they are in. This lays the foundation for a new way of dealing with remuneration with fewer rules and a different

view of the relationship with individual versus collective. The elective budget is filled from the existing employment conditions in such a way that the employee does not lose out on employment conditions.

2. The elective budget is paid monthly as a supplement. This allowance is increased by the percentage increases in the collective labour agreement. The allowance is adjusted when contract hours change.
3. Leave can be bought from the elective budget. The employee can indicate each month that he wants to buy leave. The purchased leave hours are credited to the leave hour balance in the following month.
4. Withholding of the elective budget takes place simultaneously. The maximum number of hours to be purchased is limited to the budget available during that month. If an employee wants to buy more, up to the maximum per calendar year, it shall be deducted from the salary. This reduction in wages may affect the amount of a future unemployment or incapacity for work benefit.

#### **Article 43: Selling leave hours**

The employee can sell excess leave hours each month at the then current hourly wage plus holiday allowance of 8.33%.

#### **Article 44: Leave hours and leaving the company**

1. Employees who leave the company may take their remaining leave hours in consultation with their supervisor. A prerequisite is that RFH allows the employee to take the leave.
2. Employees who leave the company and have not been able to take all their leave hours shall be paid the remaining leave hours. The employee does not therefore retire later.
3. If the employee who leaves the company and has taken excess leave hours, these excess leave hours shall be set off against his salary (final settlement).

#### **Explanation**

- *Article 33 (1) assumes the basic entitlement of 205.2 hours for full-time employees. This corresponds to 27 days of leave per calendar year. The number of leave hours of a part-time employee is: average number of contract hours per week / 38 x 205.2 hours.*
- *At the end of the calendar year, the balance of plus hours (additional hours) is determined. If there is a positive balance, this balance is multiplied by a factor to pay cash holiday entitlements on these plus hours (additional hours). The positive plus-hour balance is multiplied by the factor 10.38%. This factor is made up as follows:  $205.2 / (38 \times 52) \times 100 = 10.38\%$ . Payment shall be made in the month of March.*



## Chapter 12 Special leave agreements

### Article 45: Right to special leave

1. Employees shall always be granted special leave in the following cases . That is paid leave. It does not matter whether the employee has to work or not.
  - a. For his wedding a total of 2 days.
  - b. When moving house, if the employee lives on his/her own, once every 2 years, 2 days.
  - c. On his 25th and 40th wedding anniversary 1 day.
  - d. After his 12½, 25, 40, 45 or 50th year of service, 1 day.
  - e. In case of adoption of a child, a maximum of 6 weeks in accordance with the Dutch Work and Care Act. For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).
2. If an employee has to work on a special day, *consult* RFH (the supervisor) and employee about the taking of special leave. The duration of special leave is:
  - a. His marriage declaration 1 day.
  - b. On marriage of a family member, non-resident children, parents, brothers, sisters, grandparents and siblings-in-law 1 day.
  - c. On the 25th, 40th, 50th or 60th wedding anniversary of parents, parents-in-law or foster parents 1 day.
  - d. On death of spouse or partner, children, foster children, parents and parents-in-law. The leave lasts from the day of death to the day of the funeral.
  - e. For attending the funeral of relatives by blood or affinity (brothers, sisters, grandparents, grandchildren and brothers or sisters by marriage) in the second degree 1 day or of a trusted colleague 1 day.
3. In the following cases, special leave is possible only if this *does not clash* with RFH's interests. If an employee has to work, RFH and the employee discuss the duration of the special leave. This does not apply in those cases, where the duration of the leave is stated in the collective labour agreement:
  - a. If the employee is a board member and/or delegate to official meetings of a union that has signed the RFH collective labour agreement. This is allowed for a maximum of five days per year.
  - b. If the employee is a member of a union that has signed this collective labour agreement and has been invited as an expert or delegate by the management board, he may participate or cooperate in courses, conferences, national and regional meetings and working groups. This is allowed up to 6 days a year, provided the employee can prove that he is a member and has been invited.
  - c. For attending meetings of Provincial Council, Municipal Council or Water Board up to 5 days per year. RFH may grant unpaid leave if the employee needs more time.
  - d. The special leave in paragraphs 3.a and 3.b together may not exceed 6 days per year.
  - e. For part-time employees, leave is pro rata to contract hours.

### Article 46: Medical appointment

The employee shall try to arrange medical appointments outside working hours. If appointments cannot be scheduled outside working hours, the employee shall be granted special leave with pay for the actual time required for the doctor's visit. The maximum is 2 hours per appointment. If the treatment

exceeds 2 hours, RFH may give more leave. The employee must show that the treatment took longer. Before or after the doctor's visit, the employee has to work as usual.

#### **Article 47: Maternity leave**

1. With regard to maternity leave, RFH applies the legal regulation in accordance with the Dutch Work and Care Act (Wazo). For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).
2. Regarding a pregnant employee, RFH may:
  - Not require them to work overtime.
  - Not require them to work night shifts.RFH offers a replacement schedule for night shifts. If it is not possible to provide a replacement schedule, the employee shall be granted leave with continued full pay.
3. In addition to the statutory rules on maternity leave, employees may be eligible for an extension of maternity leave from 16 weeks to 18 weeks. The condition for this extension is that the employee has been employed for at least 1 year after the delivery date.
4. RFH supplements maternity benefits up to the last earned salary. The benefit shall be paid to RFH. The benefit plus supplement shall be received by the employee through the monthly salary payment.
5. The legal rules may change in such a way as to affect this CLA article. If this situation arises, RFH and the unions shall discuss the consequences.

#### **Article 48: Birth leave**

1. The employee whose partner has given birth is entitled to once the number of working hours per week of birth leave. This birth leave is paid.
2. From 1 July 2020, the Dutch Introduction of Extra Birth Leave Act (WIEG) shall apply. Under this act, if the partner has given birth, the employee can take up to 5 weeks (5 times the number of working hours per week) of additional birth leave.
3. During the additional birth leave, the employee receives a benefit of 70% of the (maximum) daily wage. RFH supplements this benefit to 100% of the (maximum) daily wage. The benefit is requested by HR from the UWV and paid to the employee along with the supplement by RFH.
4. Before using the additional birth leave, 1 week of birth leave must first be taken.
5. For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

#### **Article 49: Parental leave**

1. Employees are entitled to parental leave until their child is 8 years old. Parental leave shall not exceed 26 times the weekly working hours agreed with the employee.
2. Employees can take 9 weeks of paid parental leave. The remaining 17 weeks are unpaid.

3. Paid parental leave must be taken within 12 months of the child's birth. Or, in the case of an adopted or foster child, within 12 months of being taken into the family, provided the child is under 8 years old.
4. Over the 9 weeks of parental leave in the first 12 months, the employee receives a benefit of 70% of the (maximum) daily wage. The benefit is requested by HR from the UWV and paid with the salary.
5. For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).
6. After parental leave ends, employment conditions are readjusted to the original working hours.

#### **Article 50: Short-term care leave.**

1. Short-term care leave is for care during illness of:
  - Children, spouse, partner, parents, grandparents, siblings.
  - Others who are part of the household.
  - Acquaintances with whom the employee has a personal relationship. However, the relationship must be such that it is plausible that the employee should provide the care. The condition is that the employee is the only one who can provide the ill care.
2. Employees shall receive a maximum of twice their normal hours per week. The employee receives 70% of his salary and at least the statutory gross minimum wage. The employee can supplement that by taking leave hours.
3. Every 12-month period, employees are entitled to take short-term care leave. The rules are in the Dutch Work and Care Act. For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

#### **Article 51: Long-term care leave.**

1. Long-term care leave is for care in case of (life-threatening) illness of:
  - Children, spouse, partner, parents, grandparents, siblings.
  - Others who are part of the household.
  - Acquaintances with whom the employee has a personal relationship. However, the relationship must be such that it is plausible that the employee should provide the care. The condition is that the employee is the only one who can provide the ill care.
2. Long-term care leave is unpaid leave. During this leave, the employee accrues holidays.
3. Employees are entitled to up to 6 times their normal hours per week per calendar year. The rules are in the Dutch Work and Care Act. For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

#### **Article 52: Emergency leave.**

1. The employee receives paid leave in case of emergencies. When reporting, the employee must explain why he is taking emergency leave. It is also permitted to explain things afterwards. An emergency is something that happens suddenly and which was not foreseen. The employee has to do something about it immediately.
2. Emergency leave lasts for a maximum of 1 day. During emergency leave, the employee can arrange:
  - Initial emergency response.
  - Preparing for a permanent solution.

- Measures for a lasting solution.
3. The rules are in the Dutch Work and Care Act. For more information, see: [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

### **Article 53: Bereavement leave**

1. Employees can make a customised arrangement with their supervisor about bereavement leave if a first-degree relative has died.
2. A guideline for the customised arrangement is 50% bereavement leave at RFH's expense and 50% at the employee's expense.
3. First-degree relatives include: partner, parents (including adoptive and stepparents), parents-in-law, children (including adoptive and stepchildren), daughters-in-law and sons-in-law.
4. In cases other than first-degree relatives, the employee may consult with the supervisor to discuss customised arrangements on bereavement leave.

### **Notes on these articles**

- a. *RFH differentiates between:*
  - *Events where the employee always gets time off because it does not matter on which day the event takes place (Article 45 (1)).*
  - *Events for which the employee gets time off only if they take place on a working day (Article 45 (2) and (3)).*
- b. *Notes on Article 45 (2)*  
*For this leave, RFH cannot give leave in very special situations, because the leave would seriously harm RFH's interests and therefore it is not reasonable for RFH to give leave .*
- c. *Notes on Article 45 (3)*  
*RFH shall not release if doing so would harm RFH's interests.*  
*Employees shall only be granted leave if they actually participate in the events listed.*
- d. *Notes on Article 45 (2)*  
*This article lists degrees of blood relationship and affinity. A blood relative is one's own flesh and blood, like a mother. A relative comes via marriage, such as a mother-in-law. One degree is one step between generations. The step can be up or down.*  
*For a father, that is one step. A father is therefore a blood relative in the first degree.*  
*For a brother, it is one step towards the joint parents. That is step one. Then one step from the parents to the brother. That is step two. A brother is therefore a blood relative in the second degree.*

<b>Employee</b>		
<i>1<sup>st</sup> degree</i>	<i>Parents</i>	<i>Children</i>
<i>2<sup>nd</sup> degree</i>	<i>Grandparents, grandchildren</i>	<i>Brothers, sisters</i>
<i>3<sup>rd</sup> degree</i>	<i>Great-grandparents, cousins, nieces</i>	<i>Uncles, aunts, great-grandchildren</i>

## Chapter 13 Public holiday agreements

### Article 54: Public holidays

1. The public holidays are:
  - New Year's Day.
  - Easter Sunday and Easter Monday.
  - Ascension Day.
  - 1st and 2nd Whit Monday.
  - Christmas Day and Boxing Day.
  - The day on which King's Day is celebrated.A public holiday runs from 00:00 to 24:00.
2. The employee does not work on public holidays unless it is necessary for work.
3. Employees working on a public holiday shall receive the public holiday bonus. The public holiday allowance is 205% of the hourly wage.

### Article 55: Public holiday on a schedule-free day

A public holiday may fall on a schedule-free day. Then some employees shall get an extra day off another time. The employee shall receive salary on this day off.

This is the case if the employee has alternating shifts on a full-time schedule and the holiday does not fall on a Sunday.

### Article 56: Public holiday allowance

The public holiday allowance is paid in cash only. If the employee wants leave, leave can be bought on request according to the existing procedure.

### Article 57: 31 December

1. The employee normally has time off on 31 December. RFH may order him to work anyway.
2. The employee who has to work gets time-for-time. He gets 1 hour off for every hour worked. He does not receive holiday allowance.

## Chapter 14 Working time agreements

### Article 58: General

1. The full-time employee works 38 hours a week. RFH and the unions may agree exceptions for groups of employees. Employees work consecutive days, except when it does not fit the job.
2. RFH determines working hours. In doing so, RFH abides by the law. Royal FloraHolland's working hours standards are set out in Article 70 of these *working hours agreements*.
3. The employee on a 36-hour-a-week contract cannot work 4 x 9 hours and the employee on a full-time contract cannot work 4 x 10 hours.
4. Employees in place- and time-related positions (PT positions) in logistics and non-logistics processes work according to a rota.  
RFH determines working hours. RFH may change working hours if necessary. Then the employee must work on the changed working hours. This need only be temporary. RFH notifies changed working hours at least 1 day in advance. Reporting later is only allowed in cases of force majeure.
5. Employees in non-place and time-related positions (NPT positions) do not work according to a schedule. However, there are arrangements for full-time employees on which days they work 8 and 6 hours. For part-time employees, there are arrangements for which days they work during the week.

### Article 59: Time limits for changing shift schedule for place- and time-related positions

1. RFH notifies changes in a shift schedule to the employee(s) as soon as possible. In any case, at least 14 calendar days before the timetable starts.
2. For employees in Aalsmeer, by no later than 31 March 2026, or until central planning<sup>2</sup> is introduced, any change to the shift schedule must be reported at least 21 calendar days in advance. Once central planning is introduced, for Aalsmeer, in line with the protocol agreements, it shall also apply that the shift schedule must be reported at least 14 calendar days in advance.
3. RFH reports the shift schedule for employees in a Flex group in advance. RFH does so no later than Thursday evening before the upcoming schedule week. Flex groups do varying work at varying times. RFH chooses the work and the times.

### Article 60: Plus and minus system for PT positions in logistics processes

1. Employees working under the plus and minus hours system can make plus or minus hours per week. Each month, employees are paid the hours specified in their employment contract. Even if employees made plus hours or minus hours in a period.
2. The reference period for the plus and minus hours system runs from March to February.
3. The plus-and-minus system allows part-time employees to accrue plus and minus hours in the graduated scale during the reference period. Depending on the number of contract hours, there is a maximum number of plus and minus hours to be accrued in the graduated scale.

<sup>2</sup> Introduction of central planning shall take place after consultation with unions.

Plus and minus hours scale		
Contract hours of employee	Maximum number of plus hours	Maximum number of minus hours
0 to 12 contract hours per week	36 hours	18 hours
12 to 16 contract hours per week	48 hours	24 hours
16 to 20 contract hours per week	60 hours	30 hours
20 to 24 contract hours per week	72 hours	36 hours
24 to 28 contract hours per week	84 hours	42 hours
28 to 32 contract hours per week	96 hours	48 hours
32 to 36 contract hours per week	108 hours	54 hours
36 to 38 contract hours per week	114 hours	60 hours

4. Plus and minus hours are offset against each other. This means that an employee who has plus hours cannot have minus hours. An employee who has minus hours cannot have plus hours.
5. The employee may take the plus hours during the reference period *within* the graduated scale, provided that the plus hours are not expected to be needed later in the year to compensate for minus hours.
6. The plus hours *above* the graduated scale shall be deposited monthly into the employee's Leave Savings Account (VSR), unless the employee requests that these plus hours be paid out.
7. The employee who has minus hours is obliged to make up these during the reference period. RFH and the employee are jointly responsible for making up the minus hours. RFH shall offer work to the employee at reasonable and fair times. RFH may offer the employee all types of work (also see Article 6).
8. Minus hours may be recovered from the employee if RFH has made every effort to allow the employee to make up his minus hours at reasonable and fair times, but the employee has refused to make up the minus hours. Only if RFH has not offered work, while the employee has requested to make up the minus hours, the minus hours shall be waived.
9. Each reference period starts with 0 plus hours and 0 minus hours. This means that after the end of the reference period, any plus hours, including those in the graduated scale, shall be deposited into the VSR or paid out at the employee's request, and any minus hours that the employee has refused to make up (see paragraphs 7 and 8) shall be settled.

#### **Article 61: Seasonal schedules for PT positions in logistics processes**

1. Seasonal schedules can be applied for full-time and part-time employees for place- and time-related positions in logistics processes. This allows working hours to be adapted to varying workloads. RFH shall consult with the Works Council on this.  
Please note: This is an old scheduling system, which is no longer used for new employees.
2. For full-time employees:
  - a. No more than 44 hours scheduled in busy weeks.



- b. Scheduled no less than 32 hours in quiet weeks.

On average, full-time employees work 38 hours a week. This average applies per year.

- 3. For part-time employees:
  - a. For 28 contract hours per week or more, plus or minus 6 hours can be scheduled.
  - b. Between 16 and 27.9 contract hours per week, plus and minus 4 hours can be scheduled.
  - c. Under 16 contract hours per week, plus and minus 2 hours can be scheduled.

#### **Article 62: Annual hours agreement for PT positions**

- 1. It is agreed with the employee working under the annual hours agreement how many hours he works per year and how many hours this is on average per week.
- 2. Employees with annual hours contracts are paid the same number of hours each month based on the average number of hours per week.
- 3. At the end of the reference period (January to December), RFH checks how much the employee has worked in total, offsetting any plus and minus hours against each other. This means that an employee who has plus hours cannot have minus hours. An employee who has minus hours, he cannot have plus hours.
- 4. The plus hours are automatically deposited into the leave savings account (VSR) at the end of the reference period, unless the employee himself indicates that he wants the plus hours to be paid out.
- 5. Employees who have minus hours are obliged to make up them during the reference period. RFH and the employee are jointly responsible for making up the minus hours. RFH shall offer work to the employee at reasonable and fair times. RFH may offer the employee all types of work (also see Article 6).
- 6. Minus hours may be recovered from the employee if RFH has made every effort to allow the employee to make up his minus hours at reasonable and fair times, but the employee has refused to make up the minus hours. Only if RFH has not offered work, while the employee has requested to make up the minus hours, the minus hours shall be waived.

#### **Article 63: Special circumstances**

If it is necessary for work, RFH may deviate from Articles 59 and 61. RFH shall only do this in special circumstances. RFH shall consult with the employee first, but RFH decides.

#### **Article 64: Order of deployment of employees**

- 1. On an annual basis, the employee must work the number of contract hours agreed in the employment contract.
- 2. The order in which employees are assigned to work hours is:
  - a. Logistics employees on indefinite or fixed-term contracts shall be allocated their *contract hours* first.
  - b. Logistics employees on indefinite or fixed-term employment with a *min hour balance above* the maximum of the graduated scale shall be allocated the hours second.

- c. Logistics employees on indefinite or fixed-term employment with a *minus-hour balance within* the scale shall be allocated the hours third.
- d. Logistics employees on indefinite or fixed-term employment with a *plus-hour balance* shall be allocated hours fourth.
- e. A peak helper, this is an RFH employee who is not working within Logistics, is the fifth to be allocated the hours.
- f. A temporary worker is assigned the hours sixth.

**Article 65: Regulation for all PT positions in other processes, i.e. not in logistics processes**

- 1. This arrangement applies to both full-time and part-time employees.
- 2. Employees with a PT position in the *other processes* are not subject to the plus and minus hours system (see Article 60). However, part-time employees may save plus hours up to the maximum from the table (see Article 60 (3)).
- 3. For this employee, there is a link between time recording and payroll processing, in connection with ORT and any overtime.

**Article 66: Breaks**

- 1. The employee must take a break. RFH shall ensure this.
- 2. Breaks do not count as working time. The coffee break and tea break last at least 15 minutes. Breaks are in the working hours and work schedules. As a standard, a break is included in blocks of 10, 15, 20, 30, 45 and 60 minutes.
- 3. Until further arrangements are made regarding the 10-minute break, existing arrangements shall continue to apply.
- 4. A break during overtime does not count as overtime.

**Article 67: Agreements on plus and overtime for PT positions**

- 1. *Plus hours* occur when the part-time employee works additional hours up to and including the full-time working hours of 38 hours per week on RFH's instructions before or after the schedule.
- 2. *Overtime* occurs when:
  - a. The full-time employee with fixed hours per week working extra hours on RFH's instructions before or after the established working hours (the schedule).
  - b. The full-time employee with varying hours per week working extra hours at the behest of RFH before or after the established schedule.
  - c. The full-time employee with a seasonal schedule between 32 and 44 hours per week working extra hours at the behest of RFH before or after the established schedule.
  - d. The part-time employee works more than 38 hours per week on RFH's instructions. Please note: For part-time employees with a seasonal schedule, see Article 61.

#### **Article 68: Overtime**

1. In general, overtime is extra hours worked over and above the hours agreed in the employee's employment contract. For part-time employees, hours up to the full-time working hours of 38 per week are called plus hours.
2. Whether a part-time employee in the logistics processes with a place- and time-related function (PT function) works plus and overtime is determined by the schedule system (plus and minus hours system or annual hours system) and the number of hours per week for which he is scheduled. Plus hours and overtime only applies if more hours are worked in a week than those for which he is scheduled.
3. Full-time employees in the logistics processes with a place- and time-related function (PT function) work overtime if more hours are worked in a week than those for which they are scheduled.
4. The remuneration for plus hours paid out is the gross hourly wage plus an allowance of 10.38% for holiday entitlement and 8.33% for holiday pay. Plus hours count towards pensionable salary. With this, plus hours are rewarded the same as the hours of full-time employees up to 38 hours. Please note: plus hours are not paid out during the reference period with the exception of the plus hours above the graduated scale for employees with a plus and minus hours agreement (see Article 60 (6)).
5. Remuneration for overtime is the gross hourly wage plus:
  - a. 50% for overtime between 06:00 and 22:00 on Monday to Friday.
  - b. 75% for overtime between 22:00 and 06:00 on Monday to Friday.
  - c. 100% for Saturday overtime.
  - d. 150% for Sunday overtime.
6. In principle, overtime is paid unless the employee indicates that he wants to deposit the overtime on the VSR.

#### **Article 69: Rules on overtime (hours in excess of 38 hours per week)**

1. RFH may ask the employee to work overtime.
2. Only if RFH has asked the employee to work overtime shall he be paid for it, provided the employee is classified in salary scale C05 to C40.
3. Employees who work more in consultation with RFH because they have previously worked less due to private circumstances shall not receive overtime pay.
4. Employees taking advantage of the reduction of working hours for seniors shall receive the overtime remuneration if, on RFH's instructions, they work more than full-time (more than 38 hours).
5. Employees who cannot be required to work overtime are:
  - a. Pregnant employees.
  - b. Employees with a duty of care.
  - c. Employees with a medical disability.
  - d. Employees who are reintegrating.
  - e. Employees aged 55 and over, unless the employee has indicated that he or she does want to work overtime.

### **Explanation**

- *RFH pays for overtime only if RFH has ordered the overtime.*
- *Article 67 (2)(a) and (2)(b):*  
*The overtime remuneration applies to those hours when the full-time employee worked overtime outside the normal weekly schedule. Full-time employees shall receive the overtime remuneration mentioned in this article after working beyond their weekly schedule. This could be after 36 hours in the case of a short working week or after 44 hours in the case of a long working week.*
- *An employee can shift times. This must be done in consultation with RFH. Making up for working longer hours within the same week by working shorter hours means no overtime pay. An employee who starts early without an assignment shall not receive overtime pay.*
- *If the part-time employee works more than 38 hours per week net on RFH's instructions, it is overtime. Only then shall the part-time employee receive overtime pay.*
- *An exception is stand-by shifts. An employee working on a stand-by shift is always working overtime.*
- *Article 69 (3) and (4):*  
*Employees may, in consultation with their supervisor, leave earlier or make up later arrivals at another time. Employees participating in the working time reduction for seniors must first work the working time reduction time before being eligible for overtime.*

### **Article 70: Working time standards**

1. The prevailing Dutch Working Hours Act (ATW) applies to RFH with some restrictions. The Work Councils Act (WCA) is followed for consent on shift schedules.
2. RFH working time standards:
  - a. Working time.
    - Per shift: 9 hours. With overtime a maximum of 12 hours.
    - Per week: 44 hours. With overtime a maximum of 60 hours.
    - Per week in a 4-week period: 50 hours including overtime.
    - Per week in a 13-week period: 44 hours. With overtime a maximum of 48 hours.
  - b. Rest periods.
    - Daily rest: 11 hours.
    - Weekly rest: 36 hours or 60 hours every 9 days. To be shortened to 32 hours once every 5 weeks.
  - c. Break:
    - For more than 5.5 hours of work or duty: minimum 30 minutes. Possibly 2 x 15 minutes.
    - For more than 8 hours of work or duty: minimum 45 minutes. Possibly ½ hour consecutive.
    - For more than 10 hours of work or duty: 1 hour, of which ½ hour consecutive.
  - d. Sunday provisions:
    - No work shall be performed on Sunday unless:
      - The contrary is stipulated and results from the nature of the work because either
      - Business circumstances make this necessary and the Works Council and the employee agree.

- In case of Sunday work, at least 13 free Sundays per 52 weeks. However, there should be a reasonable spread in the year taking into account peaks in work supply.
- e. Night work.
- Working time per night: 9 hours (with overtime shift: more than 1 hour of work maximum 10 hours) between 00:00 and 6:00.
  - Working hours per week: 40 hours every 13 weeks.
  - Rest time after night shift: 14 hours ending after 02:00. Once a week: 8 hours, if necessary due to type of work or business conditions.
  - Rest time after more than 3 night shifts: 48 hours. Once every 4 weeks 62 hours.
  - Maximum length in series: 5 shifts if at least 1 of the shifts in the series is a night shift.
  - Maximum number of night shifts for night shifts or ending after 02:00: 42 night shifts per 13 weeks or 140 night shifts per 52 weeks, or 38 hours between 0.00 and 6.00 hours per 2 consecutive weeks.

#### **Article 71: Adjustment of contract hours and temporary contract extension**

1. Contract hours for a part-time employee may be adjusted at the employee's request, if prior to the request:
  - For 3 consecutive months and
  - More than 2 hours per week on average were worked on top of contract hours.
2. For the calculation of the average, the following periods are excluded:
  - Hours worked in the period between 15 March and 15 June.
  - Hours worked on fixed-term contract extension.
  - The time in case of replacement in case of maternity leave, in case of replacement of long-term absence and where agreed by RFH and employee.

However, the time before and after the above periods are considered continuous.
3. Employees with an annual hours agreement may request an adjustment of contract hours if more or less was worked on an annual basis – in the period from 1 January to 31 December – than agreed in the annual hours agreement.
4. Temporary extension of contract hours is possible through an additional fixed-term contract.
5. Recourse to the Dutch Flexible Working Act is possible only if the above criteria are taken into account.
6. Changes to contract hours for an indefinite period, as well as for a definite period, shall always be confirmed in writing by RFH.
7. Temporary contract extension is possible. The period is a maximum of 1 year. At most, this period can be extended once, after which continuation is only possible with an indefinite employment contract.

## Chapter 15 Agreements on shifts and cold weather allowance

### Article 72: Shifts

Working hours are usually between 06:00 and 18:00 on Monday to Friday. Sometimes not, then the employee works a shift.

### Article 73: Irregular hours

If and insofar as an employee does not already receive additional payment through overtime pay or through his salary for working shifts, he shall receive an irregularity allowance (ORT) for working on scheduled hours not lying between 06:00 and 18:00 on Monday to Friday.

### Article 74: Irregularity allowance (ORT)

1. Employees receive ORT for working irregular hours, which are the hours not falling between 06:00 and 18:00 on Monday to Friday. ORT is not a fixed part of the salary, but comes on top of the hourly wage. ORT amounts from 1 January 2019:
  - a. 25% for a shift between 06:00 and 22:00 on Monday to Friday.
  - b. 35% for a shift between 00:00 and 06:00 and between 22:00 and 24:00 on Monday to Friday.
  - c. 35% for a Saturday shift.
  - d. 50% for a Sunday shift.

ORT in schedule				
	00.00 - 06:00	06.00 - 18:00	18:00 - 22:00	22.00 - 24:00
Monday to Friday	35%	-	25%	35%
Saturday	35%	35%	35%	35%
Sunday	50%	50%	50%	50%

2. In the regulation in place before 1 January 2019, the payment of ORT during holidays was included in the level of allowances. ORT rates have been reduced to the above rates. ORT on holiday leave shall be paid separately from now on. No ORT is paid on taken, purchased holidays.

### Example

*The employee with an hourly wage of €16, is paid 50% ORT per hour €16 + €8.*

3. ORT on holiday hours is paid in July and in December. July on ORT earned from November to April and December on ORT earned from May to October.
4. The calculation does not consider how many ORT hours the employee would normally work, but looks at what was actually paid in ORT in the period for which the calculation is made.
5. The ORT actually received in one of the 2 periods is multiplied by 0.11588.

6. Calculation method 0.11588:

- On a full-time annual basis, RFH has 205.2 leave hours, i.e. 27 days x 7.6 hours per day.
- There are 1976 workable hours per year, i.e. 38 hours x 52 weeks.
- The ORT on leave is determined using the formula:  $205,2 / (1976 - 205,2) = 205,2 / 1770,8 = 0,11588$ .

**Example**

- An employee received €2,500 in ORT during the months of May to October. This amount is then multiplied by 0.11588.
- Employees shall be paid in December as ORT on holiday hours:  
 $€ 2.500,- * 0,11588 = € 289,70$ .

7. Employees working a shift who are ill shall receive ORT based on the average of the last 12 months.

**Article 75: No double allowances**

The employee shall not receive double allowances. If ORT and overtime remuneration are possible, the employee shall only receive the higher of these 2 allowances.

**Article 76: Reduction scheme**

1. Once the employee, who has worked irregular shifts for at least 3 years without interruption, starts working other, more regular shifts at RFH's request, it shall be determined how much ORT the employee has earned on average per month for the last 12 months. The result of this calculation is the *basic ORT* for any ORT reduction scheme to be granted. Then the reduction is calculated in 3 instalments:
  - a. After the employee has worked the new shifts for 8 months, the average amount of ORT earned by the employee is calculated. If the difference between the old salary plus the calculated basic ORT and the new salary plus the ORT is greater than 1%, the employee shall receive 75% of the difference as a lump sum.
  - b. Similarly, after the next eight months, the difference is calculated. If the difference exceeds 1%, the employee shall receive 50% of the difference as a lump sum.
  - c. Finally, after eight months, the difference is calculated again. If the difference exceeds 1%, the employee shall receive 25% of the difference as a lump sum.
2. At the employee's request, the lump sums can be converted into leave hours and deposited in the Leave Savings Account (VSR).
3. The reduction scheme ORT lasts for 24 months, with the old salary and basic ORT not changing during these months. The reduction scheme stops earlier, if the employee returns to his old or another, higher ORT.
4. Employees who start working more regularly at their own request are not eligible for the reduction scheme.

**Explanation**

- *Day shift employees do not receive ORT. An employee who switches from shift to day shift loses the ORT. The employee then sees his income drop. Therefore, there is a reduction scheme. Article 76 details how the reduction works.*
- *If the shift stops or reduces for up to 1 month, the employee shall not be granted the reduction scheme.*

**Article 77: Employees not receiving ORT**

The following employees do not receive ORT:

- Until 1 August 2024, this concerns employees with salaries higher than three times the minimum wage. From 1 August 2024, this concerns employees classified in a higher position scale than C55.
- Supervisors who do not work the weekday shift as an exception.
- Anyone with whom this has been separately agreed.

**Article 78: Cold weather allowance**

From 1 July 2024, an employee who works on a structural basis (at least 50% of the time worked by the employee on an annual basis) and for more than 3 consecutive hours (excluding breaks) per day in a mechanically cooled room with a temperature of less than or equal to 8°C shall receive a gross allowance of €26.56 per month for full-time employment (based on €0.18 per hour).

The supplement is paid as a fixed amount per month. The cold weather allowance is further detailed in the Dutch Cold Allowance Implementation Regulations. The Dutch Cold Allowance Implementation Regulations include:

- The positions entitled to the cold weather allowance.
- That the cold weather allowance does not count towards the 'hourly wage' for determining overtime pay and ORT.
- That the same requirements apply to agency workers, but that they receive €0.18 gross per hour which is passed on to the agency on a weekly basis.



## Chapter 16 Agreements on import regulations

### Article 79: Implementation regulations

The import implementation regulations apply to employees of the Dock Services department.

Employees in Eelde are not subject to these implementation regulations.

### Article 80: Application

1. The regulations apply to full-time employees with indefinite employment contracts.
2. For part-time employees with indefinite employment contracts, only Article 81 (1), (2), (4), (5) and (6), Article 82 and Article 85 (pro rata) apply.
3. For fixed-term employees, only Article 81 (1), (2), (4), (5) and (6), Article 83 and Article 85 apply.
4. The supervisor with a position in salary scale C45 or above is not covered by this scheme.

### Article 81: Working hours and working time and remuneration

1. Working hours and working time are as per the department's schedule. Schedules have been adjusted to accommodate varying workloads. Weekly scheduled working time shall be a maximum of 44 hours in a maximum of 6 days. These schedules include a day and an evening/night schedule.
2. The reference period for the import department is from week 48 to week 47 of the following year.
3. Remuneration for overtime and ORT are in accordance with the chapters on *Agreements on shifts* and *Agreements on public holidays*.
4. After the plus-hour buffer (time-for-time) has been built up, as referred to in Article 82, every employee, notwithstanding the chapters on *Agreements on shifts* and *Agreements on public holidays*, has the freedom of choice to have overtime, overtime bonuses and ORT paid or converted into time-for-time.
5. If a shift is interrupted for a minimum of 3 hours, a maximum of 2 hours shall be paid.
6. If, due to interrupted shifts, the employee travels to work more than once a day, he shall receive the commuting allowance per time.
7. The employee shall receive remuneration for keeping himself available for shifts in accordance with Article 85.

### Article 82: Plus hours as a buffer

1. The season runs from week 48 to week 17 in the following year.
2. All employees start building up a buffer of plus hours (aka time savings) up to 80 hours in week 48 of each season. This buffer is built up to offset fewer hours worked in case of insufficient work supply in the run-up to and end of the import season (September, October, November, May, June). The plus-hour buffer (time-for-time) can be used by RFH for this purpose.

3. If the buffer is not used up (in full) after the end of week 47 (end of reference period) of any year, the positive balance of plus hours (time savings) shall be deposited in the leave savings account (VSR) or paid out at the employee's request.

#### **Article 83: Within the import season**

1. In the import season, RFH guarantees that the number of scheduled hours is actually offered. Idle hours are for RFH's account.
2. In case of insufficient work supply, substitute work can be offered. The above does not apply to employees who, for whatever reason, do not (or cannot) follow the department's actual worked schedule.

#### **Article 84: Outside the import season**

1. Outside the import season, employees shall be given as much opportunity as possible to take accrued time off (leave and plus hours).
2. In addition, in case of insufficient work supply, full or partial replacement work is offered outside the import department, whether or not combined with partial work in the own department.
3. In case of insufficient work supply, the number of hours worked too few shall be deducted from the plus-hour balance (see Article 82) or compensated in time by the employee in some other way.

#### **Article 85: Remuneration for availability of import staff**

1. The import employee receives remuneration for the number of hours he is required to keep himself available for work in the import department within the schedule.
2. The remuneration per availability day shall be €3.98 gross as of 1 April 2024 and €3.98 gross as of 1 January 2025  
€ 4,14. This remuneration increases in line with structural, percentage increases in the CLA.
3. This remuneration is applicable under the following conditions:
  - a. The employee shall be available to work in shifts within the schedule according to the table below.
  - b. No remuneration shall be given for days when the employee is absent due to illness, schedule-free, leave or loan or in case an on-call shift (paging service) in accordance with the *Agreements on Logistics on-call shift* is already being run.

4. The table below shows the availability of both the day shift and the night shift.

Day	Availability	
	Day shift schedule	Night shift schedule
Sunday		13.00 – 02.00
Monday	06.00 – 20.00	15.00 – 04.00
Tuesday	06.00 – 20.00	15.00 – 04.00
Wednesday	06.00 – 20.00	15.00 – 04.00
Thursday	06.00 – 20.00	15.00 – 04.00
Friday	06.00 – 17.30	
Saturday	06.00 – 18.00	

5. Employees working in the *Unloading team*, *Printing and sticking team* and *Shipping team* are entitled to one hour of overtime per shift. This applies to both the day shift and the night shift.

## Chapter 17 Agreements on retirement schemes and sustainable employability

### Article 86: Working time reduction arrangements

1. There are two main scheme the employee can choose from, namely:
  - a. 4.5-month scheme.
  - b. 80-90-100 scheme.
2. Employees can only participate in one scheme. The choice made by the employee is final. It is not permitted to switch between schemes.
3. Employees make a choice between the 4.5-month scheme or 80-90-100 scheme around five years before their state pension age. The choice is recorded in the employee's file.
4. Working time reduction schemes for senior citizens are designed to allow them to work less. Therefore, the premise is that no plus hours and/or overtime shall be worked.
5. The plus-and-minus system for place- and time-related positions (PT positions) in logistics processes continues to apply. If circumstances nevertheless require work on an working time reduction day, overtime is not counted until more than 38 hours have been worked, in accordance with the CLA provisions. Employees using a seniority scheme must first work working time reduction time before they are eligible for overtime.

### Article 87: 4.5-month scheme

1. From 1 January 2015, the 4.5-month scheme applies to all employees with the exception of those who have a position classified in an HAY scale.
2. Employees who want to be eligible for the 4.5-month scheme must be employed by RFH from the first day they turn 55.
3. Employees can retire 4.5 months earlier if they are 62 years or older.
4. The employee has the choice to take the 4.5 months:
  - a. Consecutively.
  - b. 1 full hour per day.
  - c. 1 day per week, with the day to be determined by agreement between employee and supervisor. This takes into account the peak-valley pattern in the department.
5. The exact age at which the employee can start working less per day is calculated back from the employee's requested retirement date. It is possible to work less from the age of 60 at the earliest. Of course, the converted time should be sufficient.
6. For the employee with a part-time contract with variable end time, the working time reduction shall be determined according to the contract end time on the working day.
7. If the hours have not been taken after some time, the remainder can be taken immediately prior to retirement. There is no entitlement to the unused hours upon leaving employment. This means that hours not taken are not paid. There is no right to work less per day if the balance of working time reduction hours is zero.

**Article 88: Implementation of the 4.5-month scheme**

1. An employee eligible for the 4.5-month scheme can stop working 4.5 months earlier prior to the state pension or requested retirement age.
2. Salary shall continue to be paid for 4.5 months and pension accrual shall continue. Employees do not receive a commuting allowance if they do not travel to the place of employment to work. Any lease car shall be surrendered if it is chosen to stop 4.5 consecutive months earlier.
3. If an employee chooses to take the 4.5 months per day or per week, the date on which the scheme starts is calculated.
4. A full-time employee has  $38 \times 52 / 12 \times 4.5 = 741$  hours available for working time reduction. For a part-time employee, it is proportional to the contract hours.
5. If the state pension date is known and one less day is worked of, say, 6 hours, a full-time employee can start the working time reduction scheme  $741 / 6 = 123.5$  weeks before the state pension date. So the working time reduction shall be scheduled for the entire period.

**Article 89: 80-90-100 scheme**

1. From 1 July 2019, there is the possibility of working 80% at 90% pay and 100% pension accrual for 4.5 years prior to the individual state pension age.
2. To be eligible for the 80-90-100 scheme, the employee must have a minimum of 10 years of continuous employment with RFH before the state pension age and not hold a position classified in an HAY scale.

**Article 90: Implementation of the 80-90-100 scheme**

1. The employee shall consult with the supervisor about adjusting the schedule. The supervisor shall adjust the schedule if necessary.
2. Below are two examples for a full-time employee.

Days	Existing schedule	New schedule	Existing schedule	New schedule
Monday	8	7,6	8	8
Tuesday	8	7,6	8	8
Wednesday	8	7,6	8	8
Thursday	8	7,6	8	8
Friday	6	7.6 hours of working time reduction	6	6 hours of working time reduction
<b>Total hours per week</b>	<b>38</b>	<b>30,4</b>	<b>38</b>	<b>32</b>
% working		80%		84%
% deduction from salary		10%		8%

3. Below is one example for a part-time employee.

Days	Existing schedule	New schedule
Monday	4,5	4,5
Tuesday	4	4
Wednesday	4	4
Thursday	2	2 hours of working time reduction
Friday	4	4
<b>Total hours per week</b>	<b>18,5</b>	<b>16,5</b>
% working		89,19%
% deduction from salary		5,41%

4. The percentage working should not be less than 80%.

The resulting schedule should match the workload. The schedule remains based on the original number of contract hours. The day not worked is indicated in the schedule by drop-out reason 80-90-100 scheme.

- HR ensures proper calculation of the minus item. It is based on the working percentage. So at 80% working, the minus item is 10%. The basis for the minus item is all wage components. This means that a minus item is created for all codes.
- The accrual of leave hours as well as the take-up of leave hours shall be adjusted pro rata. When working 80%, the accrual becomes 80%. When taking a week's holiday, for example, 4 leave days are written off. No leave hours need to be taken over the working time reduction day.
- As a result of lowering wages, the unemployment benefit base is also reduced. The employee must state that he is aware of this when making his choice.
- In case of default, the existing rules apply. This means that for a week's absence, the absence is based on the whole week including working time reduction hours.

#### **Article 91: Early retirement scheme (RVU)**

- Until 31 December 2025, or the end of the collective labour agreement if the temporary RVU exemption scheme is extended by law beyond that date, a maximum of 12 employees, for whom it is not physically possible to reach the retirement date in another fit and vital way, may make use of the RVU.
- The employee shall submit a request to his supervisor and HR 2 months before the desired RVU date. The employee can only apply to avail RVU if they have a minimum of 10 years of continuous service with RFH.
- There can be no concurrence with other senior schemes under the RFH CLA. The employee must not be incapacitated for work.
- An RVU committee shall be established, including one member on behalf of RFH, one member on behalf of the unions and the company doctor. The committee assesses whether the employee who applied for the RVU is entitled to use it. Additional allocation can also be made through the CHRO without the intervention of the committee.

5. If the committee rules positively or the CHRO grants the RVU, the employee may avail himself of the RVU, subject to:
  - a. The maximum participation in RVU is 24 months immediately prior to the state pension age. The employee who can make use of the RVU may indicate his own desire to participate for a shorter period.
  - b. RVU in proportion to the employee's contract hours shall be granted.
6. The employee eligible for the RVU may hire *financial advice* at a maximum costs of €750 (including VAT) at RFH's expense. The employee shall send the invoice to RFH.
7. RVU benefits are paid monthly.
8. The employee who leaves employment with RVU, voluntarily leaves employment, may not rejoin RFH, the employment agency or another employer, and cannot claim unemployment or other benefits.
9. For more information on the RVU, see [www.rijksoverheid.nl](http://www.rijksoverheid.nl).

## Chapter 18 Agreements on working from home and reimbursement

### Article 92: Home workplace remuneration

Employees who can largely decide for themselves whether to work from home have the option of purchasing items at Royal FloraHolland's expense to set up an ergonomic home office.

- a. Once every 5 years, regardless of the size of the employment, the employee can furnish the workplace at home for a maximum of €750, including VAT. This includes the cost of an office chair, laptop riser or monitor, keyboard and wireless mouse with the aim of setting up the workplace at home in an ergonomically responsible way.
- b. Reimbursement of costs is on a declaration basis up to a maximum of €750.
- c. Employees choose the furniture etc. that best suits their home workplace. The budget of €750 may not be exceeded.

If the employee spends less than €750, the unspent part of the budget is not paid out in cash and expires at the end of the 5-year period.

- d. The furniture, etc. becomes the property of the employee, but if the employee leaves the company within 5 years, after using the 'home workplace remuneration', he shall pay a proportionate part back to RFH. The five-year period starts from the first order. The portion to be repaid upon leaving employment is proportional to the number of months of 5 years (60 months) that have not yet elapsed.

Further procedures, conditions and other agreements are set out in the implementation regulation.

### Article 93: Basic remuneration

1. Remuneration for working from home is structured as follows:

- a. Any employee who can largely decide whether to work from home shall receive the basic remuneration regardless of the distance they live from the RFH location. For full-time employment, the basic remuneration is €50.90 net per month. Remuneration is pro rata to employment.
- b. The basic remuneration is not offset against any commuting allowance to be received on a day and, unlike the commuting allowance, is not paid out afterwards.
- c. Basic remuneration is stopped if the employee is ill for more than 6 weeks. Once the employee has recovered, the basic remuneration shall be reinstated. In the case of partial incapacity for work, the basic remuneration is granted pro rata.
- d. The basic remuneration is for the costs an employee incurs to work from home. These include costs for electricity, water and gas consumption, coffee/tea, toilet paper and internet connection. Employees can also use the remuneration to work at a work hub.
- e. The Works Council member with a place- and time-related function (PT function) receives the basic remuneration for 16 hours a week.



## Chapter 19 Commuting agreements

### Article 94: Commuting allowance

Employees travelling to their place of employment who do not have a lease car shall receive the commuting allowance or, if travelling by public transport, the actual public transport costs (lowest rate).

1. To receive the commuting allowance, the employee declares travel days to the place of employment every month. Afterwards, with the salary of a month later, the commuting allowance is paid to the employee.
2. To receive reimbursement for the public transport expenses incurred, the employee shall declare the expenses incurred on a monthly basis.

### Article 95: Travel allowance for travel by private transport

1. The one-way travel distance from 5 to 50 kilometres is reimbursed on the basis of €0.23 (net) per kilometre. Employees receive the travel allowance for the return distance from home to the place of employment and back. So there is no travel allowance below 5 kilometres one way and above 50 kilometres one way.<sup>3</sup>
2. The travel distance from home address to workplace is calculated on the basis of the usual route via the route planner linked to the personnel administration system.
3. For employees who move house during a month, the travel allowance based on their new home address shall be calculated as of the first of the month following the move date. For employees who move house as of the first of the month, the travel allowance shall be based directly on their new residential address.
4. The travel allowance is paid afterwards, i.e. with the salary of a month later.
5. The travel allowance is an expense allowance. If no expenses are incurred, the travel allowance shall not be paid. Employees shall not receive the allowance if they are ill, on leave or do not travel to the place of employment.

### Article 96: Travel allowance for travel by public transport

1. Employees travelling to the place of employment by public transport may claim the actual costs incurred (with proof of payment) based on the lowest rate.
2. Employees travelling by public transport are not eligible for the travel allowance when travelling by private transport.

### Article 97: No travel allowance

1. Employees with leased cars are not entitled to a travel allowance.
2. Employees with whom separate arrangements have been made or for whom RFH arranges transport are not entitled to a travel allowance.

<sup>3</sup> Employees in Aalsmeer who were employed on 1 January 2009 and for whom the old travel allowance still applies shall keep it until they move or until the travel allowance is more favourable in accordance with Article 95.

## Chapter 20 Business travel agreements

### Article 98: Business travel

1. The cost of a business trip shall be reimbursed if the employee has to make the business trip on RFH's instructions.
2. Employees travelling by private transport shall receive business travel remuneration of €0.29 per kilometre based on the usual route. Part of the remuneration is untaxed and part is taxed. Note: Any damage to your own car during the business trip not be reimbursed by RFH. The business travel allowance also includes remuneration for self-insured all-risk car insurance.
3. Employees travelling by public transport can claim the actual costs incurred (with proof of payment) based on the lowest fare.
4. The employee can make a business trip with a pool car (stickered RFH car). The employee may not claim business travel remuneration.
5. Employees who have a leased car are not allowed to claim service kilometres.

### Article 99: Claiming business travel

1. Employees are only still eligible for the commuting allowance if they actually travel to the place of employment (see Article 95).
2. Employees who start a business trip from the place of work or return to the place of work after the business trip must deduct the commuting (return) kilometres from the business trip kilometres to be declared. If commuting kilometres do appear on the claim, these kilometres shall be deducted by RFH.
3. Employees who start the business trip from home and do not travel to the place of work may claim the kilometres for their business trip from the place where their business trip starts.

## Chapter 21 Agreements on expiry of reduced working hours

### Article 100: Reduced working hours (atv) expired

1. New full-time employees are hired on the basis of an average 38 hours per week without reduced working hours (atv).
2. Reduced working hours expired from 1 January 2015 for all employees.
3. Employees in place and time-bound logistics positions in Naaldwijk, Rijnsburg and Eelde who had reduced working hours shall work a 40-hour-a-week schedule from 1 January 2015, based on a schedule of 38 hours a week on average. Additional hours worked above 38 hours are compensated by periodically scheduling an additional day off in consultation with employees.
4. Other employees for whom reduced working hours has expired work a schedule of 38 hours per week on average. There is no choice to build up the 2 hours per week to whole days. To compensate for this choice restriction, depending on the number of years of service on 1 January 2015, they shall receive a monetary amount based on a number of additional days off, excluding holiday pay, namely:

Number of years of service on 1 January 2015	One-off additional holidays*
Up to 10 years of service	5 days in 2015
10 to 20 years of service	5 days in 2015 and 5 days in 2016
20 and more years of service	5 days in 2015, 5 days in 2016 and 5 days in 2017

\* For the employee who leaves the company before the end of the year, the days are deducted pro rata on leaving service. 1 holiday day is 7.6 hours.

## **Chapter 22 Holiday allowance agreements**

### **Article 101: Holiday allowance period**

1. The holiday allowance period runs from May to April.
2. RFH pays the holiday allowance once a year, for the previous year, in May.

### **Article 102: Holiday allowance**

1. The holiday allowance is 8.33% of annual salary. The allowance is for employees who have been employed for a full year since 1 May of the previous year.
2. Employees who do not normally work all day also get holiday allowance on paid plus hours. RFH calculates holiday pay on the paid plus hours for the past period May to April.

### **Article 103: Leaving employment and holiday allowance**

1. Employees who leave employment before May shall receive the holiday allowance in proportion to the months worked and the salary received during that period.
2. The employee is paid the holiday allowance with the last salary payment.

## Chapter 23 Training agreements

### Article 104: Types of training and costs

1. Within RFH, we distinguish between 4 types of training:

a. **Mandatory training.**

This is training required by law or RFH to perform the position/task/role. RFH shall bear the cost of this training. If the training takes place during working hours, RFH shall reimburse the time.

The employee must complete the training or obtain the diploma or certificate. If the employee does not complete the training in full, he cannot continue in his position.

For compulsory training, *no* study fee scheme with repayment scheme is agreed upon.

b. **Desired training.**

This is training that contributes to being able to function in the position/task/role, but is not compulsory. The employee shall agree with his supervisor on the need for the training and the cost and time to be reimbursed by RFH. If the employee does not complete the training in full or fails to obtain the diploma or certificate, he can still continue in his position.

For the desired training a study fee arrangement with repayment scheme can be agreed.

c. **Training for horizontal or vertical growth.**

This is training that contributes to horizontal or vertical advancement to an internally different position or possibly to a position outside RFH. Before training can take place, there is always coordination between the employee, the supervisor and HR. The costs and time RFH is willing to reimburse (in part) shall be agreed.

For training for horizontal or vertical growth, a study fee arrangement with repayment scheme can be agreed.

d. **Other training.**

These are any other training courses that an employee wants to take in order to develop further. All costs of training and time are borne by the employee. There is *no reimbursement* from RFH.

### Article 105: Training costs

1. Training costs are defined as:

- a. The cost of training, such as course or tuition fees, registration fees and any excursion costs.
- b. The cost of purchasing prescribed study materials and books.
- c. The cost of the examination.
- d. Arrangement costs, such as venue costs, accommodation costs, food and beverage costs.

2. Depending on the type of training (see Article 104), arrangements shall be made regarding the training costs and time to be (partially) reimbursed by RFH or to be borne by the employee.
3. Package costs, for example on a hotel stay, which are not paid by RFH, include: more than two drinks at the bar, minibar charges, telephone charges and pay-TV.
4. Employees may claim travel expenses if the training takes place outside their home town. The employee claims the cost of public transport (cheapest fare) or €0.23 per km, if travelling by private transport.

#### **Article 106: Cancellation**

1. If the employee is registered for a course or training and wants to cancel or reschedule it, the training institute may charge a fee for this.
2. RFH shall charge all or part of the costs to the employee if the employee has cancelled or rescheduled the education or training without the agreement of their supervisor.

#### **Article 107: Personnel file**

The employee submits a digital copy of the obtained diploma or certificate to the HR Service Desk. The diploma or certificate shall be included in the personnel file.

#### **Article 108: Guideline for remuneration of teaching hours during working hours**

<b>Guidelines for teaching hours during working hours for non-compulsory training</b>	
Training not leading to a diploma recognised by CEDEO or similar, but contributing to performance in one's own position or internal mobility.	50% working time if the training falls in working hours up to a maximum of 20 hours per year on a full-time basis, pro rata for the part-time employee.
Modules for MBO or HBO courses, recognised or not.	50% working time if training falls in working time up to a maximum of 20 hours per year on a full-time basis, pro rata for the part-time employee.
MBO courses (level 2, 3, 4) leading to a diploma.	50% working time if the training falls in working hours up to a maximum of 160 hours per year on a full-time basis, pro rata for the part-time employee.
College and university courses leading to a degree.	50% working time if the training falls in working hours up to a maximum of 300 hours per year on a full-time basis, pro rata for the part-time employee.
Filling non-working hours that are for own account due to teaching and examination hours.	Options include: taking leave, deploying plus hours, using elective budget, buying leave hours.

#### **Article 109: Study cost scheme**

1. If the employee attends *desired training* or *training for horizontal or vertical growth*, a study fee arrangement may be agreed.
2. Training costs, as mentioned in Article 105 (1), are eligible for full or partial payment by RFH.
3. Employees who leave employment within 24 months of completing the training shall be reimbursed a pro rata share of the reimbursed training costs. The 24-month period commences the first month after the training is completed. The part of the allowance that must be repaid is proportional to the number of months of 24 months that have not yet elapsed. A month partially elapsed is counted as a fully elapsed month.
4. If the training exceeds 1 year, the 24-month repayment period shall apply for each year completed.
5. The refund scheme applies in the following cases:
  - a. The employee himself terminates his indefinite or fixed-term employment contract.
  - b. The employee has a fixed-term employment contract and the temporary employment contract expires, is not renewed or is not converted to permanent employment.
  - c. The employee's employment is terminated for another reason.
6. Employees who quit the training early or do not complete the training positively shall refund the full training costs reimbursed by RFH.

#### **Article 110: Sustainable participation, training and apprenticeships**

1. CLA parties define sustainable participation as the employee's ability to deliver value to an organisation now and in the future in a healthy, competent and motivated way, while experiencing added value and further development themselves. Sustainable participation is a joint interest of RFH and the employee. So both RFH and the employee have a responsibility in this.
2. CLA parties agreed to increase employees' internal employability as part of vitality and sustainable participation. RFH offers training to all employees for this purpose. If additional training is required as a result of this training, RFH shall contribute up to €1,000 per employee towards education and training to promote vitality and/or sustainable employability.
3. The budget for education and training is €1,500 for employees whose positions have become vacant as a result of a reorganisation. A prerequisite is that these education and training courses contribute to improving one's position in the external labour market.
4. All training should contribute to improving performance in the current position and/or improving internal mobility.
5. For supervisors, programmes are offered so that they can gain knowledge and experience to perform their duties according to the position profile.
6. It is important for RFH to train future employees. RFH has a minimum of 75 internships for pupils and students in VMBO, MBO, HBO and scientific

education. The following (gross) internship allowances per month, depending on the educational level, have been agreed between the parties to the CLA: MBO €345, HBO €455 and WO €565 for a full-time internship.



## Chapter 24 Salary guarantee agreements

### Article 111: Salary guarantee

1. Employees who have to accept a position in a lower salary scale due to redeployment (social plan) or position revaluation shall receive a salary guarantee.
2. There is no salary guarantee if the employee voluntarily accepts a lower position.
3. Salary guarantee operating procedure:  
The difference between the old, higher gross monthly salary and the new, lower gross monthly salary is converted into a personal allowance. Employees accrue pension on the new gross monthly salary and personal allowance.
4. The salary guarantee has two variants:
  - a. Freezing.
  - b. CLA fixing.

Which form of guarantee the employee gets depends on his years of service. At the time of reassignment or position revaluation, RFH looks at the employee's years of service. The table shows the form of guarantee that goes with it, freezing or CLA fixing.

Guarantee	Number of years of service
Freezing	Up to 10 years of service
CLA fixing	10 years of service and more

5. Freezing:  
The total salary and personal allowance remains the same until the new maximum of the scale is higher than the old salary. A structural collective labour agreement increase shall be deducted from the personal allowance.
6. CLA fixing:  
Employees shall receive all CLA increases both on salary and personal allowance.

### Example

An employee has a salary of €2,000 and a personal allowance of €300. This totals €2,300. There shall be a 3% CLA increase.

Categories	Start	Freezing	CLA fixing
Salary per month	€ 2.000	$€2,000 \times 1.03 = €2,060$	$€2,000 \times 1.03 = €2,060$
Personal allowance per month	€ 300	$€ 300 - € 60 = € 240$ The CLA increase comes off the allowance	$€300 \times 1.03 = €309$ The allowance increases in line with the CLA increase
<b>Total</b>	<b>€ 2.300</b>	<b><math>€ 2.060 + € 240 = € 2.300</math></b>	<b><math>€ 2.060 + € 309 = € 2.369</math></b>

## Chapter 25 Agreements on Logistics on-call shift

### **Article 112: Definition of on-call shift**

An on-call shift means the circumstance when an employee, designated for this purpose, must be available outside the established working hours applicable to the employee to perform work on call within the response time agreed with the employee.

During on-call shift, work may be performed only to the extent that it does not permit any postponement.

### **Article 113: Work during an on-call shift**

When work is performed during an on-call shift, without prejudice to the compensation provided for in Article 114, overtime pay (Article 68) shall apply. In case the employee is called up during an on-call shift, the overtime remuneration per call shall be calculated on the basis of the time worked plus the actual travel time. This travel time is subject to a maximum allowance of 1 hour.

### **Article 114: Compensation for on-call shift**

The on-call shift is arranged by a schedule.

Employees shall receive compensation in plus hours of 4 hours for the week spent on on-call shift in the event of 7 days of on-call shift. For on-call shifts shorter than 7 days, compensation shall be prorated.

### **Article 115: Remuneration of on-call shift**

In addition to the compensation referred to in Article 114, employees assigned to on-call shift shall receive a remuneration. From 1 April 2024, the remuneration shall be €1.10 gross per hour and from 1 January 2025 €1.14 gross per hour. This remuneration increases in line with structural, percentage increases in the CLA.

## Chapter 26 Agreements on stand-by shifts BTO and RE&FM

### Article 116: Rules of stand-by shifts

1. This stand-by scheme applies to employees who work stand-by shifts by virtue of their position.
2. A stand-by shift means an employee's mandatory availability to perform work according to schedule, outside his normal working hours.
3. Communication tools, such as a mobile phone and possibly a laptop, shall be provided to employees working stand-by shifts. The employee must be reachable with the mobile phone provided.
4. Stand-by shifts worked by the employee, as per schedule, shall generally be for a maximum of 7 consecutive days.

### Article 117: Types of stand-by shift and remuneration

1. There are two types of a stand-by shift:
  - a. The employee is on stand-by to perform work at home or at a place of his choice. These include work that can be done by phone or internet at any location. In this form of stand-by shift, the employee is not tied to home or work location.
  - b. The employee is on stand-by to perform work outside the home as well. These include activities that he has to perform at the work site and where he has to be at the work site within a certain time. In this form of stand-by shift, the employee is bound to stay within a certain radius of the work location. The time within which the employee must be present at the work site is determined at company level.
2. For stand-by shifts, a full week consists of: 24 hours x 7 days - 38 hours = 130 hours. If the stand-by shift is over part of the time, the employee shall receive proportional remuneration for it in proportion to the number of hours.
3. A separate gross remuneration applies for the two types of stand-by shift (see paragraph 1). This remuneration increases in line with structural, percentage increases in the CLA. Internet connection charges are included in the fee below.

Types of stand-by shifts	Remuneration for full-week stand-by shifts (130 hours)	
	As at 1 April 2024	As at 1 January 2025
a. For working from home	€ 171,59	€ 178,45
b. For work outside the home	€ 306,39	€ 318,65

4. Once the employee is actually called up, he shall receive remuneration for the hours worked. The amount of that remuneration for 'attendance' is equal to the overtime remuneration for employees up to salary scale C40. Employees in salary scale C45 or above, who are covered by this stand-by scheme, can take the hours worked in time-for-time by mutual agreement.

5. The minimum for working time worked is half an hour. Travel time is subject to a maximum allowance of 1 hour. The kilometres driven are paid out as business kilometres.

**Article 118: No stand-by shift**

1. This stand-by scheme is mandatory for designated employees. Employees older than 55 years and pregnant employees, employees with a shift of care and employees with a medical disability or who are reintegrating are excluded.
2. Employees who are absent due to illness shall not be paid for the scheduled stand-by shift, as there is no availability.

## Chapter 27 Agreements on position classification and salary scales

### Article 119: Position evaluation

1. Employees' positions are classified into salary groups. The nature of the work the employee primarily does is the basis for classification.
2. ORBA is the position evaluation system used within RFH.
3. The management board takes care of the position classification of the above-CLA scales.
4. For new and changed positions, the position evaluation committee tests whether they fall under logistics place-and-time processes.

### Article 120: Salary scales

Salary scales as at 1 April 2024			
Structural wage increase of 4%.			
Salary scale	Range of ORBA points	Minimum	Maximum
C05	0 – 35,5	€ 2.458,54	€ 2.693,40
C10	36 – 52,5	€ 2.540,49	€ 2.874,83
C15	53 – 69,5	€ 2.597,83	€ 2.990,14
C20	70 – 87,5	€ 2.666,36	€ 3.139,48
C25	88 – 105,5	€ 2.771,18	€ 3.328,34
C30	106 – 124,5	€ 2.891,58	€ 3.545,77
C35	125 – 143,5	€ 3.071,38	€ 3.833,47
C40	144 – 163,5	€ 3.233,66	€ 4.240,86
C45	164 – 183,5	€ 3.442,24	€ 4.687,78
C50	184 – 208,5	€ 3.762,84	€ 5.329,05
C55	209 – 233,5	€ 4.275,87	€ 6.058,19

Salary scales as at 1 January 2025			
Structural wage increase of 4%			
Salary scale	Range of ORBA points	Minimum	Maximum
C05	0 – 35,5	€ 2.556,88	€ 2.801,14
C10	36 – 52,5	€ 2.642,10	€ 2.989,82
C15	53 – 69,5	€ 2.701,75	€ 3.109,75
C20	70 – 87,5	€ 2.773,02	€ 3.265,06
C25	88 – 105,5	€ 2.882,02	€ 3.461,47
C30	106 – 124,5	€ 3.007,24	€ 3.687,60
C35	125 – 143,5	€ 3.194,23	€ 3.986,81
C40	144 – 163,5	€ 3.363,00	€ 4.410,49
C45	164 – 183,5	€ 3.579,93	€ 4.875,29
C50	184 – 208,5	€ 3.913,35	€ 5.542,21
C55	209 – 233,5	€ 4.446,91	€ 6.300,52

**Article 121: Starting scale and professional competency scale**

1. The starting scale is a salary scale that is 1 scale lower than the salary scale in which the position is classified. The salary scale in which the position is classified is also known as the professional competency scale.
2. The starting scale is used in individual situations, where, when an employee is hired, it is stated that he cannot yet function at the professional competency level and what requirements he must meet in order to be classified in the professional competency scale.
3. The assessment of professional competency looks at:
  - a. Whether the employee performs his work fully in the areas important to the position.
  - b. And, under normal circumstances, no longer needs assistance in performing the work expected of the position.
  - c. And achieves at least a work performance in line with the standard maintained by RFH.
4. The employee shall move to the professional competency scale with effect from the next periodic pay round on 1 April if the employee's assessment shows that he has reached the professional competency level. An employee must have reached the professional competency level and meet the requirements for the position no later than after 2 years.

**Article 122: Salary scale C05**

1. C05 is used for positions classified in this salary scale based on the position evaluation system ORBA.
2. C05 is not used as a starting scale for the positions of order picker and distributor, which are classified in C10.

**Article 123: Maintenance of positions**

RFH wants to keep the ORBA position matrix complete and correct. Therefore, the RFH position evaluation committee meets at least twice a year. The committee classifies new positions and changes the classification of modified positions.

**Article 124: Position evaluation complaints procedure**

1. The position evaluation system ORBA has both an objection phase and an internal and external appeal phase.
2. **Objection phase.**
  - a. The purpose of the objection phase is to provide an opportunity to discuss a decision of the classification committee with the employee who initially disagrees with the decision taken.
  - b. This objection must be submitted to the supervisor in writing, stating reasons, within six weeks of the classification committee ruling on the (re)classification. The supervisor shall invite the employee for an explanation of the classification within 6 weeks.
  - c. After this conversation has taken place, the supervisor and employee draw up a statement that the objection phase has been completed. If the employee does not subsequently accept the decision, the employee lodges an internal appeal.

**3. Internal appeal phase.**

- a. After going through the objection phase, the employee can appeal to the internal appeals committee no later than 6 weeks after the objection phase is completed. The reasoned appeal including 'statement of completion of the objection phase' should be sent to the secretary of the appeals committee.
- b. The secretary of the appeals committee shall assess whether the appeal submitted is compliant and admissible.
- c. If the appeal is considered, the employee and supervisor of the department shall receive a separate invitation for an explanation. The committee applies the adversarial principle.
- d. The internal appeals committee shall render a decision within six weeks of receiving the complete appeal. However, this period may be longer in case several employees in the same position have filed objections/appeals. Appeals are being bundled and the deadline for appeals is awaited. The decision of the internal appeals committee may be appealed externally within 6 weeks of the decision of the internal appeals committee.

**4. External appeal phase.**

Depending on whether or not you are a union member, the steps are as follows:

- a. If the employee is a member of a union, the employee engages the union expert. The union expert, together with the external system holder of the position evaluation system, handles the appeal and issues a binding decision.
  - b. If the employee is not a member of a union, the employee files an external appeal with the secretary of the appeals committee. They engage the external system holder. Then, two experts hear the appeal and give a binding ruling. Any salary consequences shall take effect from the next salary period after the decision.
5. The steps to be taken in case of objection and appeal and the corresponding forms are included under position evaluation on the intranet.

**Article 125: Classification in salary scale**

1. RFH shall pay employees with full-time employment classified in one of the salary scales at least the salary as stated in the salary scales (Article 120).
2. At the start of the employment contract, the employee's salary is set at:
  - a. The salary scale in which the position is classified. This may be the professional competency scale or, if the professional competency level has yet to be reached, the starting scale.
  - b. Either the minimum amount in the relevant salary scale or, if experience gained elsewhere so warrants, at a higher amount in the relevant salary scale.
  - c. For the employee who, upon joining RFH, has experience in the same process and/or has previously done work within RFH and as a result does not need to be inducted, the grading shall be determined on the basis of this experience.

### Article 126: Relative Salary Position (RSP)

The salary of employees in the scales without steps is a percentage of the maximum in the scale. This percentage is called the Relative Salary Position (RSP). RSP therefore means the position in the salary scale. In principle, the RSP can be up to 100%.

### Article 127: Appraisal and periodic salary increase

1. The employee's performance is assessed annually. Based on the assessment, the salary is adjusted until the maximum is reached.
2. For all salary scales, a good assessment determines further growth through the scale. Revision of salary, the periodic salary increase, takes place once a year on 1 April. If the employee has not worked for more than 6 months in the previous calendar year due to incapacity for work or unpaid leave, no increase shall be granted. If the employee joins RFH after 31 October of any year, the award of a period-linked salary increment as of the next April 1 shall be waived.
3. The periodic increase is:

RSP	Increase		
	Score 'good'	Score 'excellent'	No dialogue through no fault of employee: score 'good'
70 to 80%	4%	6%	4%
80 to 90%	3%	4,5%	3%
90 to 95%	2%	3%	2%
95% to maximum	1%	1,5%	1%

The above percentages serve as a guideline. The supervisor can deviate from this in a substantiated positive way. The periodic increase takes place over the RSP.

4. In exceptional cases, the management is authorised to set an RSP that is up to 10% higher than the maximum of the salary scale corresponding to the post.

### Article 128: Other

1. The employee and RFH may agree in writing to reduce the gross salary in favour of alternative terms and conditions of employment offered by RFH to employee, provided that these alternative terms and conditions of employment have been established in consultation with the trade unions.
2. Promotion to a higher classified position.
  - a. Employees who are promoted to a higher classified position shall be classified in the higher salary scale with effect from the month in which the promotion takes place. The employee shall receive the promotion increase.
  - b. Employees who upon placement in a higher position do not yet have the skills and experience required to perform that position (i.e. are not yet professionally competent) may be placed or continue to be placed in a salary scale that is lower than the salary scale for that position for a maximum of two years. In case of promotion after 31 October, the granting of the salary increase shall take place as of the next 1 April of the following year.



## Chapter 28 Explanatory committee agreements

### Article 129: Task

The explanatory committee (also called the interpretation committee) issues a ruling if RFH and the unions disagree on the interpretation and application of this collective labour agreement.

### Article 130: Members of the explanatory committee

1. The explanatory committee consists of four members and four deputy members.
2. RFH appoints 2 members and 2 deputy members. These members come from different branches.
3. FNV and CNV Vakmensen appoint 2 members and 2 deputy members. These members come from different branches.

### Rule 131: Functioning of the committee

1. The chair is one of the members. Members vote to elect the chair. The member with the most votes becomes chair.
2. One of the members becomes secretary. The secretary and the chair may not be the same person.
3. Members sit on the committee indefinitely.
4. RFH and/or the unions shall ensure that a vacancy is filled within one month. The person who had appointed the retiring member shall fill in.
5. The chair and the secretary do their duties as long as the CLA is in force.
6. The committee chooses the secretary.
7. The HR department supports the committee with a secretariat.

### Article 132: Termination of membership

Membership ends:

1. With a thank you.
2. At the end of employment.
3. When RFH says the person RFH had appointed is no longer a member.
4. When the unions say the person they had appointed is no longer a member.

### Article 133: Handling of disputes

1. Parties can report a dispute to the committee alone or together. This must be in writing and in duplicate. They should send the dispute to the committee secretariat.
2. If necessary, the secretariat shall send the other party a copy of the letter.
3. The other party may respond in writing. This must be done within 14 days of the secretariat sending the copy.
4. After this, both parties may respond once more by letter. They should also send this second letter to the secretariat. This must be done within 14 days. After that, the written treatment is ready. The committee shall discuss the dispute at its next meeting.

5. If necessary, the committee may hear witnesses or experts. Witnesses or experts may be taken by:

- The parties.
- Observers of parties.
- One or more members of the committee .

The committee shall hear witnesses or experts when it discusses the dispute at the meeting.

#### **Article 134: Meetings**

The explanatory committee meets when the chair or the 3 members want it to. The meeting must be held within 14 days of the meeting request.

#### **Article 135: Taking decisions**

1. The meeting may take decisions if the majority of members are present.
2. If members do not agree, they try again in the same meeting, preferably after discussing other matters first. If the members still do not agree at the second attempt, the committee shall not give an advice and RFH and the unions may go to court.

#### **Article 136: Ruling**

1. The interpretation committee shall rule as soon as possible. The maximum time is within 2 months of the question being received.
2. The committee's advice is binding on RFH and the employee.

#### **Article 137: Report**

The explanatory committee produces a report every year. The committee shall send the report to RFH and the unions.

#### **Article 138: Costs**

Members of the explanatory committee may claim travel and accommodation expenses from the organisation that appointed them.

#### **Article 139: Amendment of regulations**

RFH and the unions may amend these agreements. They should agree on amendments together.

## Chapter 29 Agreements on facilities for trade unions

### Article 140: Executives

Unions report to RFH who is in the framework groups.

### Article 141: Time of meetings

Meetings are as much as possible after working hours and in any case after the end of distribution processes.

### Article 142: Meeting room

1. RFH provides a room, coffee and tea for meetings of the business department board and the business members' group.
2. The meeting room is available from half an hour after the end of the distribution process. The meeting room is for members' union meetings with members at RFH.
3. Unions must request meeting space at least a week in advance. In making this request, the unions must notify RFH in writing:
  - The date and time when the meeting starts.
  - How long the meeting is likely to last.
  - Number of people.
4. RFH shall let you know as soon as possible if a space is available.
5. Unions must pay for damage to meeting room or inventory. This is not necessary if something really broke by accident.

### Article 143: Contact of RFH and trade unions

1. RFH and the unions are in contact through the paid directors of the unions. This contact is at least twice a year.
2. The paid executives of the unions are allowed to be in the building and on the premises of RFH:
  - To consult with RFH.
  - To consult, in coordination with senior supervisor or the CHRO, with employees.
  - For meetings. Here, the rules in Articles 141 and 142 apply.

### Article 144: Communication of unions

1. The union executives of the company members' group and the company executives' group may post notices on RFH's notice boards. They may also distribute information in the staff canteen. Announcements of members' meetings may be posted on digital screens in the company.
2. Messages from the unions that may be disseminated within RFH:
  - a. Corporate communications on RFH.
  - b. Names of contact persons or union representatives.
  - c. Announcement of meetings.
  - d. Brief reports of meetings.

- e. Candidate list for the Works Council.
- 3. The union officials also give the message to RFH. RFH and the board jointly decide when the message goes off the board.
- 4. RFH protects the privacy of executives in discussions with employees.

#### **Article 145: RFH facilities**

If papers are needed for board meetings, the board of the corporate member group and corporate executive group may use computers, printers and photocopiers of RFH for that purpose.

#### **Article 146: Internal mail**

The board of the corporate membership group and the corporate executive group may use internal mail to distribute messages.

#### **Article 147: Appointments**

- 1. If there are problems regarding the use of meeting rooms, notice boards or printers, etc., consultation takes place between RFH and the union officials.
- 2. Board members may leave the workplace to participate in meetings only after consultation with the supervisor.
- 3. RFH ensures that the departmental management knows who represents the unions.

#### **Article 148: Protection, rights and duties**

- 1. RFH protects employees representing unions. Their position as employees should not be harmed by union work.
- 2. RFH and the employee both abide by the rights and obligations contained in the employment contract. That does not change because someone represents the union.

#### **Article 149: Continued payment**

Employees who co-negotiate or collaborate on the collective labour agreement and/or social plan, participate in periodic consultations between unions and RFH, sit in collective labour agreement working groups and/or take part in monthly framework meetings shall be paid for these hours. This appointment applies to executives whose positions are classified C05 to C40. The employee shall receive 100% of the gross hourly wage without allowances. Employee reports to his supervisor participation in framework meetings for up to 2 hours per month.

## Chapter 30 Agreements on the complaints procedure

### Article 150: Introduction

If you are faced with a situation at work that is undesirable to you, you can consider filing a complaint with the complaints committee. Your complaint may relate, for example, to non-compliance with (part of) the Code of Conduct, the non-awarding of conditions of employment or inappropriate behaviour.

This complaints procedure tells you when you can ask for a decision from the complaints committee and how to file a complaint.

### Article 151: Definitions

#### Accused

The employee accused of verbal abuse, sexual harassment, discrimination, bullying, physical violence or intimidation.

#### Advocate

An (external) person to assist and advise the reporter.

#### Involved management

Management that took the decision on the basis of which the reporter is filing a complaint.

#### Discrimination

Discrimination is treating people differently, disadvantaging or excluding them on the basis of (personal) characteristics or beliefs, such as, for example, religion, political affiliation, race, nationality, gender, disability and/or age, working hours (full-time or part-time) or contract (permanent or temporary).

#### Diversity

Diversity is about the mix of differences between people: demographic (age, religion, gender, sexual diversity, culture), physical abilities, as well as difference in characters, level of education, trades, organisational culture, and so on.

#### Physical violence

Physical violence occurs when someone is physically harassed, threatened or assaulted. Physical violence becomes concrete in kicking, pushing, punching, spitting, vandalising or robbing.

#### Code of Conduct

The Code of Conduct sets out the rules, standards and values that apply within RFH. The Code of Conduct applies to all employees of RFH and to all (hired) third parties who do not have an employment contract with RFH, such as temporary workers, seconded workers, trainees and interim staff.

**(Borrowed) third party**

The person who does not have an employment contract with RFH, such as a temporary employee, seconded employee, intern and interim staff.

**Harassment**

Harassment is the evocation of fear with the aim of influencing someone's behaviour. This can be fear of physical violence, but also of psychological violence, loss of status, social rejection or violence against property, for example. This can be done verbally, in writing and digitally.

**Complaint**

The report made by the reporter to the complaints committee.

**Complaints committee**

The committee that assesses whether the complaint meets the requirements and can be considered and, if so, actually handles the complaint.

**Reporter**

The person who submits a complaint to the complaints committee. This is an **employee** of RFH or a **(borrowed) third party** who does not have an employment contract with RFH, such as an agency worker, seconded employee, intern and interim staff. Please note that a (hired) third party may only file a complaint about (sexual) harassment, (sexually) transgressive behaviour, discrimination, bullying, aggression and/or violence, social insecurity.

**Employee**

The person who has an employment contract with RFH.

**Unwanted harassment**

Unwanted harassment falls under sexually transgressive behaviour where someone displays intimidating, disruptive, unwanted or shocking behaviour. This can be psychological, physical, sexual, financial and material. They occur both non-verbally and verbally, with or without physical behaviour, offline and online.

**Admissibility**

The assessment by the complaints committee whether the complaint meets the conditions of this complaints scheme and can therefore be considered.

**Bullying**

The essence of bullying is deliberately hurting others, often repeatedly. This can take many different forms such as, for example: making jokes at another person's expense, nasty remarks, ridiculing someone, insulting, ignoring or excluding them. Bullying can be verbal, physical or digital.



4. There is one exception to confidentiality, which is if there is a court case during the handling of the complaint or after the complaint has been heard by the complaints committee. The information and documents obtained may be provided to RFH management if it needs them for the purpose of the lawsuit entered into by the accused, the reporter or anyone else.

#### **Article 155: Complaint**

1. As an employee, you can file a complaint if you feel that the law, the RFH CLA, other terms and conditions of employment, the dialogue conversation, the Code of Conduct and/or other protocols, guidelines and working arrangements are not complied with or are incompletely complied with or violated.
2. You can file a complaint as an employee and as a (hired) third party if you feel there is (sexual) harassment, (sexually) transgressive behaviour, discrimination, bullying, aggression and/or violence, social insecurity. The complaint must relate to an incident that occurred less than 2 years ago.
3. A complaint cannot relate to the interpretation of the RFH collective labour agreement, the application of the social plan, position evaluation or a dismissal procedure. In those cases, other regulations apply or other committees are competent. You can get information on this from your HR adviser.
4. Filing a complaint has no suspensive effect. That is, the situation to which the complaint relates remains in place until the complaints committee has issued an advice and the responsible management has made a decision. An exception to this is possible if it is undesirable for the situation to which the complaint relates to continue for longer.

#### **Article 156: Method of filing complaints**

1. Before you file a complaint, you shall have spoken with your immediate supervisor and/or your next senior supervisor whether or not in the presence of an HR adviser. If you have not been able to work it out or you feel you have not been heard, you can submit a written (by e-mail) reasoned complaint to the complaints committee. You should describe your complaint clearly. Note that if the accused is your immediate supervisor or your next-to-senior supervisor, you do not need to coordinate with him beforehand.
2. If it concerns a complaint in the field of (sexual) harassment, (sexually) transgressive behaviour, discrimination, bullying, aggression and/or violence, social insecurity, the complaint must relate to an incident less than 2 years ago. In the description of the complaint, name the defendant and describe the incident clearly.
3. You submit a complaint to the secretariat of the complaints committee at [HR-Secretariaat@royalfloraholland.com](mailto:HR-Secretariaat@royalfloraholland.com). You indicate when submitting the complaint whether you shall be assisted by a trustee or an advocate. Please note that for the complaints committee, you as the reporter are the first point of contact and not the person you are assisted by.
4. You shall receive an acknowledgement of receipt from the secretary of the complaints committee. You may also be asked to provide additional information or documents to assess whether your complaint is admissible.



#### **Article 157: Confidential advisor**

1. A reporter can turn to a confidential advisor and ask him to help or assist. The confidential advisor only acts if the reporter gives permission.
2. A confidential advisor may have the following duties:
  - a. Assist and advise the reporter.
  - b. Assist the reporter in filing a complaint with the complaints committee.
  - c. Assist the reporter in reporting to the police if it is a criminal offence.

*Examples of a criminal offence include: sexual assault, rape or assault.*

3. RFH ensures that:
  - a. Employees can consult a confidential advisor confidentially, both verbally and in writing.
  - b. Employees are not disadvantaged by contacting a confidential advisor.
  - c. No one within the organisation can oblige the confidential advisor to say anything about the reporter.

#### **Article 158: Procedure of complaints committee, investigation and advice**

1. Within 2 weeks after the reporter has provided all requested documents, the complaints committee shall assess whether the complaint is admissible. Before assessing the admissibility of the complaint, the complaints committee may request additional documents from the reporter, from HR and/or the direct supervisor, third parties and/or the defendant. The secretary informs the reporter in writing (by e-mail) whether or not the complaint is admissible. If the complaint is admissible, the complaints committee shall take up the complaint.
2. If the complaint concerns (sexual) harassment, (sexually) transgressive behaviour, discrimination, bullying, aggression and/or violence, social insecurity, the complaints committee shall inform the accused in writing (by e-mail) about the complaint submitted.
3. Depending on the nature of the complaint, the complaints committee assesses the complaint :
  - a. Based on submissions.
  - b. And/or the complaints committee holds one or more sessions.The decision on whether to hold a hearing is reserved to the complaints committee.
4. At a hearing, the complaints committee may hear the complainant, the accused, the immediate supervisor, the next senior supervisor and others, if necessary. The secretary incorporates the report of the hearing into the advice. If there is a complaint of social insecurity, the secretary shall make a report of each hearing, which shall be signed by the person who was heard for agreement or for approval. The person heard may write comments to the report.
5. After the complaints committee has examined the complaint and the documents provided and, if applicable, heard those involved, it may issue a decision. The intention is to issue a decision within 2 months, after the complaint has been delivered to the complaints committee with all requested documents. This statement is an advice. The complaints committee may extend this 2-month period once for another 2 months. If this extension is at issue, the complaints committee shall inform all parties involved.

6. The complaints committee may declare the complaint founded or unfounded.
  - a. If the complaints committee finds the complaint well-founded, the complaints committee shall advise the RFH management or the RFH MT member or site manager concerned in writing (by e-mail) and substantiated about a possible solution, (disciplinary) measure or otherwise.
  - b. If the complaint is unfounded, the complaints committee shall state in writing (by e-mail) why this is so.
  - c. The advice of the complaints committee has the character of a weighty advice.
7. The complaint committee shall issue its advice in writing to the RFH management or the relevant RFH MT member or site manager. The reporter shall receive a copy of the advice given.
8. The complaints committee cannot take a complaint any further if the complaint is taken over by another appeals committee or court.

#### **Article 159: Decision**

1. The management or RFH MT member or site manager shall take a decision within 2 weeks, after the advice of the complaints committee is received. A decision can be postponed once for 2 weeks. The reporter shall be informed of this. Only for important reasons can the advice be deviated from. The RFH management or the relevant RFH MT member or site manager shall let the reporter know in writing (by e-mail) what the final decision is and why.
2. The complaints committee receives the written decision (by e-mail).
3. If the decision deviates from the advice, reasons are given as to why it deviated from the advice. Both the complaints committee and the reporter receive this substantiation.
4. The reporter cannot appeal the decision internally.

#### **Article 160: Retention obligation**

1. After a complaint is settled, the complaints committee shall keep all records for 5 years. After the records have been kept for 5 years, the secretary destroys the records.
2. All filed documents may be inspected only by the complaints committee and the secretary.

#### **Article 161: Protection of employee's position**

The employee's position is protected if he is or was a reporter, confidential adviser, member or deputy member of the complaints committee.

## Chapter 31 Protocol and other agreements

### Article 162: Consultations

1. RFH and FNV and CNV Vakmensen consult at least twice a year on:
  - Medium-term plans and annual plans.
  - The development of RFH.
  - The annual social plan.
  - The annual social report.
  - The quality of work.
  - Implementing CLAs.
2. The consultation serves to keep each other informed.

In any case, timely consultation shall take place when new investments, plans to divest activities, mergers, liquidation or other types of changes result in employment (quantitative or qualitative) and/or the legal position of a group of employees being affected.
3. In the event of a merger, reorganisation or downsizing, when employee interests are at stake, one party shall meet with the other party in a timely manner to ensure that reasonable consultation is still possible. With regard to any merger, the SER's merger rules of conduct shall be complied with.
4. 'Timely' means a time such that the unions can still influence the decision through any advice to be issued.

An advice to be issued by the trade unions shall not be issued until the affiliated members have been informed about it and have agreed to its content by the majority. This advice shall be issued within one month.

### Article 163: Social policy

1. RFH produces an annual social report every year. RFH gives this report to the Works Council, to the unions and to all employees.
2. RFH discusses its social policy with the Works Council every year. Together, they make a list of topics to be included in the report.
3. The annual social report includes the following topics:
  - a. The measures to ensure RFH's continued existence. This maintains or improves employment.
  - b. The number of employees by salary scale and distribution by age and gender.
  - c. The number of new employees, the number of employees laid off and internal shifts and promotions.
  - d. How RFH employs or retains hard-to-place employees (elderly or disabled).
  - e. Absenteeism and industrial accidents and measures to reduce or prevent absenteeism and accidents.
  - f. Measures against nuisance.

- g. All other measures to enable as many employees as possible to work as well as possible.
- h. Figures on the position of women.

#### **Article 164: Quality of work**

1. RFH, FNV and CNV Vakmensen together want to make the quality of work as good as possible. They pay particular attention to work pressure, working conditions, safety, health and welfare. They also pay attention to incapacity for work and absenteeism.
2. Quality of work rises by preventing problems and guiding employees. RFH and the Works Council have drawn up rules and created a guide for this purpose. The Absenteeism Rules and the Reintegration Guide are on the intranet.
3. RFH looks at where the risks are and thinks carefully. We call this the RI&E, the Risk Inventory and Assessment. RFH asks employees what they think of their work. That goes with a survey. Unions help reflect on the results of this survey. RFH and the unions discuss, in regular consultations, the following issues:
  - Fun at work.
  - How work meetings are going.
  - How employability is going.
4. RFH gives every employee the opportunity to repeatedly have a Preventive Medical Examination (PMO). Participation in this study is voluntary. The examination focuses on the employee's overall health. In addition, every employee has the opportunity to go to the working conditions consultation at the health and safety service.
5. CLA parties endorse the importance of employees enjoying working at RFH. CLA parties encourage this by jointly finding solutions and making additional agreements together where necessary. In order to ensure the implementation of agreements, the following arrangements are made:
  - a. The periodic consultations discuss signals, developments and action points in this regard. Engagement surveys and employee surveys are also discussed.
  - b. Annually, the unions discuss this with the management.
  - c. Together with union officials, executives and RFH representatives, Gemba Walks are held in the company. Specific agreements shall be made on this.

#### **Article 165: Recruitment and hiring policy**

1. In case of vacancies, RFH searches inside and outside RFH. In case of equal qualities, the own employee has priority.
2. If there is a vacancy in a place where too few women work, if there is equal suitability, a woman is hired.
3. If an ex-employee has resigned to take care of someone, RFH may give priority to this ex-employee upon request in case of equal qualities. The ex-employee is then on a par with own employees.
4. RFH does its best to employ and retain hard-to-place employees, such as the elderly, the young and the disabled.

5. The Tax and Customs administration of the Netherlands has made rules on reimbursement for moving expenses. The employee can ask for a removal allowance upon commencement of employment if he meets these rules.

#### **Article 166: Age-conscious policy**

1. RFH seeks to make the best use of the employee's talent, knowledge and experience throughout their career. RFH tries to prevent employees from leaving unnecessarily early.
2. RFH does this by:
  - a. Finding out about problems in time during dialogue discussions.
  - b. Agree with the employee on position changes, position content and training.
3. RFH tries to make conditions such that employees can continue to work healthily for as long as possible.
4. RFH allows employee and supervisor to make customised agreements with each other in the dialogue if the employee is no longer able to meet the standards regarding quantity and quality due to age-related limitations. These agreements can be included in the dialogue form.

A sustainable employability module shall be included in the leadership programme.

#### **Article 167: Human measure**

In special situations with a second job elsewhere or urgent care duties, arrangements can be made to take this into account.

The implementation of this collective labour agreement shall be discussed periodically with the trade unions.

#### **Article 168: Occupational health and safety legislation**

##### **1. Second opinion of company doctor, UWV and complaints procedure.**

If an employee doubts the correctness of the company doctor's advice, the employee can ask for a second opinion from another company doctor or from the UWV. The company doctor must be employed by a different Occupational Health and Safety Office, company or establishment than the primary company doctor. The second opinion aims to increase the quality of occupational health care and give the employee more certainty about the accuracy and independence of advice.

In addition, every company doctor must have a complaints procedure so that an employee can file a complaint. This applies to all company doctors.

##### **2. Open consultation hours of company doctor and free access to workplace.**

In accordance with the Dutch Occupational Health and Safety Act, RFH must ensure that employees can visit the company doctor if they have questions about their health in relation to work, even if the employee is not yet absent or has complaints. This can be done through an open consultation, for example. The aim of the open consultation is to prevent complaints and absenteeism among employees. The company doctor further has free access to the workplace to get to know the company better. This gives the company doctor good insight into working conditions and workload.

##### **3. Advisory role of company doctor.**

The Dutch Occupational Health and Safety Act focuses on prevention. For example, the company doctor must advise the employer on

applying preventive measures for healthy and safe working of employees. Also included is that the company doctor advises in absence counselling instead of providing assistance. This emphasises that it is the employer who is responsible for absence management.

**4. Role of the prevention officer.**

Besides the company doctor, the prevention officer also has a solid role in the Dutch Occupational Health and Safety Act. Every company must appoint at least 1 employee as prevention officer. The prevention officer's task is to advise and cooperate with the company doctor and other Occupational Health and Safety Service providers. The appointment of the person and the position of the prevention officer in the organisation must take place with the consent of the Works Council.

**5. Greater employee engagement.**

With the approval of the person and position of the prevention officer, the Works Council shall have more involvement in the health and safety policy. In addition, the company doctor and other Health and Safety experts have the opportunity to consult with the Works Council or affected employees.

Employees and health and safety experts can therefore work better together and are thus well involved in the company's policy for healthy and safe working.

**Article 169: Peer-to-peer lending**

Employees sometimes work at trading companies. This is done through peer-to-peer lending. The Royal FloraHolland collective labour agreement applies to these employees.

**Article 170: Temporary and self-employed workers**

**1. RFH uses temporary workers for:**

- Peak work times.
- Staff shortages due to illness, holidays, vacancies.

Temporary workers are sometimes needed temporarily when planning for a major change within RFH. RFH tries to consult with the Works Council as much as possible.

- 2.** RFH ascertains that the temporary employment agency it works with is listed in the register of Stichting Normering Arbeid (SNA). In addition, RFH only cooperates with employment agencies that apply the CLA for Temporary Workers.
- 3.** RFH knows that the Import department employs seasonal employees every year.
- 4.** RFH and the unions are trying to find a good solution to prevent revolving door agency workers in other cases.
- 5.** RFH shall offer employment contracts to at least 200 temporary workers during the term of the collective labour agreement.
- 6.** Temporary workers are paid a minimum of 3 hours per call worked, unless it is possible, under the plus and minus system, to eliminate minus hours with plus hours.
- 7.** Temporary workers are paid a minimum of 3 hours per call worked with the exception of earlier departure at the temporary worker's own request.
- 8.** RFH shall no longer work with self-employed persons (whether or not through platform Young Ones or other platforms) from 1 October 2024 to fill positions within the logistics operation classified in salary scales C05 to C40, as long as this form of use of self-employed persons does not relate to

the

prevailing laws and regulations and prevailing doctrine in (higher) case law regarding the qualification of an employment contract and/or temporary agency agreement.

#### **Article 171: Rules when outsourcing work**

1. RFH may outsource work to other companies. These contracting parties must meet a number of requirements. These requirements are:
  - Making sure their employees have received proper instructions.
  - Making sure that their employees are properly trained to do the job (professional knowledge, skills, discipline and with appropriate qualifications).
  - Making sure their employees work according to the Dutch Occupational Health and Safety Act and work safely.
  - Making sure that their employees behave as can be expected of a good employee.
2. The contract shall specify that the contracting parties shall pay their employees as is customary in the contractor's industry. They should ensure that all deductions and remittances for social insurance laws, state pension and payroll tax have been made. Furthermore, they deploy employees who have all permits/permissions to work in the Netherlands. Finally, good employment practices towards employees are guaranteed by the contracting parties.

#### **Article 172: Deductibility of union contribution**

1. The employee may have the union contribution deducted from gross pay during the term of this collective labour agreement. It is then booked as part of the working expenses scheme. RFH pays the contribution net to the employee. This agreement does not mean it shall automatically apply to upcoming collective labour agreements.
2. Employees can claim union dues digitally via Youforce until 15 December at the latest. The annual statement of the union contribution must be submitted with the claim. Unions can help with filing the claim.

#### **Article 173: Employer's contribution**

RFH pays the total amount each year in December. From 1 January 2012, RFH shall follow the AWWN scheme. This scheme is continued in this collective labour agreement.

#### **Article 174: International solidarity fund**

1. RFH gives money to the international solidarity fund every year. The fund supports international trade union work.
2. The contribution is based on the number of FTEs employed by RFH. RFH multiplies the number of FTEs by €7.12 (as of 1 April 2024) or by €7.40 (as of 1 January 2025). Remuneration increases in line with structural collective labour agreement increases. The contribution is based on the number of FTEs employed by RFH on 1 July of the relevant calendar year.



#### **Article 175: Guarantee scheme for new shift allowance at Naaldwijk, Rijnsburg, Eelde**

1. The guarantee scheme applies to all employees who were working a scheduled shift on 1 January 2003 and were permanently employed by RFH on that date. Scheduled shift means RD or ORT.
2. Employees who receive a higher shift allowance under the old scheme than under the new shift scheme and meet the above conditions shall be covered by the guarantee scheme.
3. RFH is looking at an employee who worked irregularly throughout 2003. RFH calculates the gross annual amount of (fixed) RD/ORT supplement in 2003. This amount is the 2003 personal guarantee amount. That amount is the basis of the guarantee scheme.

From the introduction of the new timekeeping system, RFH compares the gross annual ORT with the 2003 personal guarantee amount. If the ORT received from future years is lower than the 2003 personal guarantee amount, RFH shall pay the difference under the following conditions:

a. Conditions for guarantee:

- The employee must continue to work in shifts.
- The schedules should remain the same.
- The new shift allowance must be at least 1% of salary less than the old amount.

The guarantee amount never increases, even if the schedules become busier.

b. Supplementary period and amount of guarantee:

- The employee shall receive the additional payment as long as he meets the conditions for guarantee under paragraph 3.a. During the replenishment period, the personal guarantee amount shall be increased by future structural, percentage CLA increases. The guarantee amount shall therefore grow along with the CLA increases.
- The guarantee shall be adjusted or expire if the conditions under paragraph 3.a are no longer met.

#### **Article 176: Employees determine the success of Royal FloraHolland**

1. CLA parties consider it important to increase the support and participation of all RFH employees in employment conditions formation. The parties want to explicitly involve employees in the preparation of upcoming collective labour agreements and the pension scheme. The form this shall take shall be explored further by the parties during the term of the CLA.
2. Training and development. The parties agree to update and continue the existing agreements in the protocol. The training and development agreements (see the section on *Training agreements*) shall be more focused on increasing internal mobility. Training needs are identified during dialogue discussions. RFH continues to offer vocational training courses.
3. Periodic consultations between unions and RFH are held every 2 months to ensure intensive coordination on signals from the company.
4. Greater influence on own deployment for all positions in place- and time-bound logistics processes. Working in the logistics positions at RFH is affected by increased fluctuations in the market. This requires wider deployability of employees for times of work and

types of work. CLA parties want this to go hand in hand with more choices and influence on the schedule by the employee. This achieves a better work-life balance. This calls for more central planning, clear rules of the game and employee participation.

#### **Article 177: Guaranteed positions**

RFH shall work to achieve 10 guaranteed positions during the term of this collective labour agreement. The Social Agreement includes agreements on opening the lowest wage scale for people who rely on wage subsidies. (People who are part of the agreements on 125,000 guaranteed positions and 30,000 protected workplaces) This wage scale is directly linked to the Dutch Minimum Wage Act and starts at 100% of the minimum wage and ends at 120% of the minimum wage.

A separate salary scale, scale 1, shall be included in the collective labour agreement for this purpose. As implementation has not been easy so far, parties shall jointly explore the best way to realise guaranteed positions. The law defines the target group as people who are permanently unable to earn the Dutch statutory minimum wage (WML) independently, people in social employment, people under the age of 18 with a disablement and people with a Wiw or ID job.

#### **Article 178: Absenteeism**

Absenteeism shall be included as a regular agenda item in the periodic consultation between the parties. Also, the role of the company doctor is clarified in the absenteeism rules in case of disagreement on employability. The company doctor gives important advice in these cases. In the event of a persistent disagreement, the UWV shall give an opinion on employability. This judgement is leading for the continuation of the reintegration. The absenteeism rules also explicitly state that in appropriate cases, absenteeism may be the right choice.

#### **Article 179 Repair of third WW year (Dutch Unemployment Act)**

1. In 2016, the duration of the WW<sup>5</sup> and the wage-related WGA<sup>6</sup> was reduced from 38 months to a maximum of 24 months. Across the Netherlands, unions and employers have agreed that the missed months can be privately repaired in the Private Supplement to WW and WGA, or PAWW for short, or – sometimes called – repair of 3<sup>rd</sup> WW-year.
2. The parties agreed to extend the 'repair of 3<sup>rd</sup> WW year' within RFH, so that a benefit after paid work is extended to the old level. The scheme applies to all employees. The premium is paid by employees. The PAWW foundation determines the premium annually, but it shall not exceed the maximum social insurance wage.

<sup>5</sup> WW = Dutch Unemployment Act

<sup>6</sup> WGA = Dutch Act on Return to Work of Partially Disabled

## **Article 180: Agreements during and after the term of the collective labour agreement**

The parties aim to reach agreements on:

### **1. Pilot schedules: work supply RFH and employee deployment**

In co-creation, RFH and the unions worked out a new schedule system. This annual hours system (JUS) is being trialled in several pilots for 1 year. The pilots can only start when the new planning and scheduling tool (WFM) can support the pilots and after a 'paper' pilot has taken place to test whether the system devised matches the workload. (See Article 181 for further details of the pilot)

### **2. Scheduling systems in line with laws and regulations**

CLA parties agree that current schedule systems, including the plus and minus hours system, should be in line with laws and regulations (WAB<sup>7</sup> and WTVA<sup>8</sup>). A working group is adapting the schedule systems to the applicable laws and regulations.

### **3. Coffee and tea in Logistics**

On days when no break is scheduled due to the expected end time, employees may have coffee or tea near the workplace. This regulation is further elaborated in the *Implementation regulation for coffee and tea in Logistics*<sup>9</sup>.

### **4. Informal care**

RFH is an informal care friendly organisation. The 4 pillars of Work & Informal care apply to RFH. This means discussing (making informal care negotiable and raising awareness on the topic), describing (applying the Dutch Work and Informal care Act and RFH regulations), proficiency (developing supervisors to make informal care negotiable and make tailor-made agreements if necessary) and safeguarding (continuing to pay attention to work and informal care). RFH shall continue to pay attention to awareness and mutual understanding of informal carers. High-performing employees, who have had a reduction in hours due to informal care, are given a return guarantee. A sustainable employability module (incl. informal care) shall be included in the leadership programme.

### **5. New assessment system working group**

- a. RFH wants to work together with the unions and the Works Council towards a new assessment system with associated periodic increases and appreciation, with the aim of running a number of pilots based on this new system during the term of this CLA. The assessment system focuses on motivation, personal development and the future, with the starting point being that everyone does well.
- b. With a new assessment system, the current system of periodic increments, as it currently stands in this collective labour agreement, no longer fits. The periodic increase should be unambiguous, easy to explain and cost-neutral compared to the current system.

<sup>7</sup> WAB: Dutch Balanced Labour Market Act

<sup>8</sup> WTVA: Dutch Transparent and Predictable Conditions of Employment Act

<sup>9</sup> Implementation regulation for coffee and tea in Logistics: [Process bank - Uitvoeringsregeling koffie en thee bij Logistiek - 27-03-2023.pdf - All documents \(sharepoint.com\)](#)

## Article 181: Notes on pilot schedules

In co-creation, RFH and the unions worked out a new schedule system. This annual hours system (JUS) is being trialled in several pilots for 1 year. The pilots can only start when the new planning and scheduling tool (WFM) can support the pilots and after a 'paper' pilot has taken place to test whether the system devised matches the workload.

Capacity  
planning

Annual schedule  
schedule

Deployment

Schedule  
worked

The basis for the new JUS is the **capacity planning** containing the expected workload for the whole year (March to February).

Per employee, based on this capacity planning, an **annual schedule** is made for the period March to February (this is the reference period). This annual schedule takes into account:

- The total number of hours an employee must work in a year based on their contract hours.
- The times when an employee is unavailable, i.e. the employee's preferences.
- Work supply throughout the year, i.e. peak and off-peak periods.

Employees receive their personal annual schedule one month, prior to the reference period in which the annual schedule is to take effect. The annual schedule shows how the hours, working days, holidays and leave already granted are distributed over the year, but is not yet the schedule that shall actually be run. The working hours in the annual schedule may deviate from the contract hours to a limited extent per week and maximum, which is the sum of several weeks. We also call this deviation the range.

The table below shows the ranges per week, maximum and at the end of the reference period March to February. The ranges are linked to the employee's contract hours. For example, an employee with a contract of an average of 33 hours to 38 hours per week can be scheduled 4 hours more or 4 hours less and in total not more than 38 hours more or less. For an employee with fewer contract hours, the range is wider. This is because an employee with fewer contract hours has more room to work plus hours, before overtime, or make up any minus hours later.

Maximum deviation (ranges) in hours from the employee's contract hours				
Contract size	33 to 38 hours	25 to 33 hours	16 to 25 hours	0 to 16 hours
Range per week	- 4 to + 4	- 6 to + 6	- 8 to + 8	- 10 to + 10
Maximum total range	- 38 to + 38	- 76 to + 76	- 76 to + 76	- 76 to + 76
Range at end of reference period	0	0	0	0

The employee receives his **deployment schedule** 2 weeks, before he starts working this schedule. The deployment schedule is a 2-week schedule that includes the hours and days to be worked, leave hours granted at short notice, any variations in a schedule-free day (only by agreement) or a weekend. There may be a small deviation per week, namely - 1 to + 1 from the timetabled hours from the annual schedule.

The **worked schedule** is the schedule the employee actually worked. Among other things, the schedule worked is important for recording hours worked, leave and irregularity pay (ORT). Based on the schedule worked, the employee can see how many hours he still has to work in the reference period from March to February.

Principles of annual hours system (JUS):

- Laws and regulations: according to applicable laws and regulations, such as the Dutch Working Hours Act (ATW), Dutch Balanced Labour Market Act (WAB), Dutch Predictable and Transparent Terms of Employment Act (WTVA) and the RFH CLA.
- Reference period from March to February. During this period, the employee must work his total annualised contract hours.
- JUS hours at zero: the aim is to have no plus and no minus hours at the end of the reference period. RFH and the employee are both responsible for this. Any plus hours shall be deposited in the leave savings account (VSR) at the end of the reference period, unless the employee indicates that he wants these hours to be paid out. Any minus hours, which have not yet been eliminated due to the employee's actions, shall remain for the next reference period.
- Leave value: until the publication of the deployment schedule the contract hours per week and after the publication of the deployment schedule the scheduled hours.
- Illness value: until the publication of the deployment schedule the contract hours per week and after the publication of the deployment schedule the scheduled hours.
- Public holiday: based on the personal annual schedule and according to the RFH collective labour agreement.
- Parental leave: incorporated into the employee's annual schedule.
- Senior schemes: the 4.5-month scheme or the 80-90-100 scheme shall be incorporated into the employee's personal annual schedule.

The JUS pilot is evaluated quarterly between CLA parties. If the JUS does not sufficiently match the job offer, interim adjustment is possible. During the pilot, communications shall be made at least once a quarter to all employees within Logistics.

If the pilot is not successful, because it does not sufficiently respond to the supply of work and thus puts pressure on the quality of service and/or the costs for RFH increase too much and/or the availability of employees cannot be sufficiently taken into account because it does not match the supply of work properly, the current annual hours system, as it is now in the RFH CLA, shall continue to apply.

## **Article 182: Protocol agreements for working group working time**

The CLA parties aim to make agreements during the term of the CLA on:

### **1. Contract and schedule forms**

RFH wants to work with unions towards reducing the number of contract and schedule forms. The reduction aims to reduce differences between employees in the elaboration of these forms. With this, we want to achieve fewer exceptions and a simpler and more unambiguous implementation, which is easy to explain to employees.

### **2. Rules for plus and minus system / annual hours system - equating the reference periods**

Clarify rules for plus and minus system / annual hours system.

Applying the same reference period for both the plus and minus system and the annual hours system.

### **3. Overtime and irregularity bonuses**

Examine the current consistency and level of allowances and, if necessary, make adjustments that provide clarity and do justice.

### **4. Plus and minus system**

Investigate whether the system can be changed to a maximum of 24 hours. In addition, explore options to start compensating plus and overtime in time off.

### **5. Holiday and leave basis**

We make arrangements in the working time working group.

Starting points shall be unambiguous, implementable and compliant with legislation. Outcomes of parties may be included in the collective labour agreement in the interim.

## **Article 183: Optional model for conditions of employment**

RFH shall explore the possibilities of a elective model of employment conditions in cooperation with the unions. This elective model allows an employee to determine part of his benefits package as he chooses by reallocating or redefining certain entitlements.

## Chapter 32 Agreements on points of standardisation and transitional arrangements

### Article 184: Public holidays

Employees in the place- and time-based logistics positions with Aalsmeer as their place of employment who are 55 years or older on 1 July 2015 cannot be required to work on the recognised public holidays mentioned in the collective labour agreement.

### Article 185: Dirty work allowance

The dirty work allowance was dropped as a result of the harmonisation of the collective labour agreement. However, this allowance shall remain for those employees who received it structurally with their salary. This allowance shall only expire for these employees upon change of position and/or in case no more dirt work is performed. The employees concerned received a personal letter about this at the end of 2014.

### Article 186: Transitional arrangements

1. Employees with a part-time contract who switch from fixed to variable end times shall receive 2 additional leave days in the harmonisation allowance (elective budget) as compensation for this.
2. From 1 January 2015, employees above the wage limit for the WIA top-up scheme shall pay 0.4% on wages above the daily wage limit. This amount is deducted monthly from the salary.
3. The terms of employment below were abolished, monetised from 1 January 2015 and added to the elective budget:
  - a. Harmonisation allowance.
  - b. Cold weather allowance (Naaldwijk) of employees who were receiving cold weather allowance on 1 July 2014.
  - c. NVS compensation (Aalsmeer).
  - d. Contribution of €6 (FloraHolland old) for supplementary health insurance.
  - e. The difference between the employee WGA premium on 1 January 2015 between Aalsmeer and FloraHolland old for employees in Aalsmeer.
  - f. FloraHolland old laundry allowance (€2.73 per month).