

# COLLECTIVE AGREEMENT

## for the Horticultural Seed Companies



Duration: 1 January 2023 to 31 December 2023



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## COLLECTIVE AGREEMENT

The sector association Plantum established in Gouda, the Netherlands,  
as a Party on one side,

and

The Netherlands Trade Union Confederation (FNV), established in Utrecht, the Netherlands,  
The CNV Vakmensen.nl, established in Utrecht, the Netherlands,  
De Unie, the Trade Union for industry and services, established in Culemborg, the Netherlands,  
Each as a Party on the other side,

have agreed to the following Collective Agreement.

# CHAPTER 1      GENERAL PROVISIONS

## ARTICLE 1.    DEFINITIONS

The following terms are used in this Collective Agreement with their respective definitions:

- Par. 1. Company: a company that only carries out or carries out to a large extent the activity of a trading-, production-, growing- and/or selection company of horticultural and/or floricultural seeds and, in addition, the following companies: KWS Vegetables BV, KWS Benelux BV and KWS International Holdings BV.
- Par. 2. Employer: every natural or legal entity that carries out activities in its Company in the Netherlands.
- Par. 3. Employee: a person who works for an Employer based on an employment contract.
- Par. 4. Scope: the collective agreement does not apply to the employee who is registered as a director of the company in the Trade and Companies Register of the Chamber of Commerce. For the Employee who is registered as a pupil/student and follows daytime classes in the current academic year (1 August - 31 July) or has done this for part of the academic year, only article 21 (Wage), article [17, paragraph 1](#) (Days' holiday) and Article 32 (Holiday allowance) of this Collective Agreement apply.
- Par. 5. Trade Union: an association of Employees that has a legal personality and is authorised by its articles of association to enter into a collective agreement.
- Par. 6. Permanent Committee: the body as referred to in Article 5.
- Par. 7. Works Council (WC): the WC or Employee representative body elected by Employees based on the Dutch Works Councils Act.
- Par. 8. Remuneration terminology
- a. Salary Scale: the salary for the job categories as defined in [article 21](#) or the higher salary determined for these job categories in the Company;
  - b. Monthly Salary: the salary according to the salary scale increased by a possible personal allowance allocated in relation to a job reclassification;
  - c. Monthly Income: the Monthly Salary increased by a possible shift allowance as referred to in [article 31](#);
  - d. Weekly Wage: three times the Monthly Salary divided by 13;
  - e. Hourly Wage: Monthly Salary divided by 164.67.
- Par. 9. part-time work: the working hours stipulated in the individual employment contract that are less than the working hours of a full-time employee. The provisions of this Collective Agreement apply proportionally depending on the individual working hours in an analogous manner unless specified otherwise in the relevant articles.

## ARTICLE 2. CONSULTATION LEVELS

### Par. 1. Four Levels

- a. Level 1: The consultation between Plantum and the Trade Unions is referred to as the central consultation level.

Within the framework of the Collective Agreement, consultation may also take place between:

- b. Level 2: On the one hand, the Management of a Company and, on the other hand, the representatives of the Trade Unions. A WC representative can participate in the consultation;
- c. Level 3: The Management of a Company and the WC. The WC can be supported, if required, by one or more officers of the Trade Unions.
- d. Level 4: On the one hand, the Management of the Company and, on the other hand, the individual Employee.

Par. 2. When a (new) Collective Agreement is brought about, the central consultation parties shall determine which provisions shall be the same for all Companies in the Horticultural Sector. With regard to all topics, central consultation parties shall also consider to which extent the further specifics can be determined at lower consultation levels and/or to which extent making arrangements with regard to the content of a topic can be left to lower consultation levels.

Par. 3. If no further specifics can be determined and/or an arrangement of one or more topics at any consultation level be put in place by the parties, the involved parties may ask the consultation level above them for advice.

Par. 4. If the parties cannot resolve the issue despite lengthy consultation and despite the recommendations from the consultation level above them, the relevant topic or topics shall be transferred to the consultation level that is above them.  
Parties involved in the higher consultation level shall try to resolve the issue as well as they can.

Par. 5. Should the parties on the consultation level that is higher fail in this despite having consulted correctly, the discussions shall again be transferred to a consultation level that is higher and this shall continue until the parties have resolved the issue and/or until the issue has ended at the central consultation parties. They shall make every effort to arrive at a solution in a constructive manner.



### **ARTICLE 3. DEROGATING AGREEMENTS**

- Par. 1. If derogation from a (part of a) provision is possible, it may be agreed [on consultation level 2](#) that another provision shall apply in the place of a (part of an) existing Collective Agreement-provision. Such an agreement shall be notified to the central consultation parties. With due regard to the provisions in paragraph 4, the central consultation parties shall take over the agreement and shall report the new Collective Agreement provision as an interim amendment of the Collective Agreement to the Dutch Labour Inspectorate.  
The new provision shall come in the place of the old one and shall only apply to the Company in which the agreement has been made.
- Par. 2. Derogating agreements can also be made on [consultation levels 3 and 4](#) , but only if consultation level 2 has indicated that the relevant topic does not have to be arranged by them and/or if it has been expressly determined by the central consultation level that the derogating agreements can also be made independently by consultation level 3 or 4.
- Par. 3. The provisions of [article 2 paragraph 2](#), second sentence, shall apply accordingly.
- Par. 4. Central consultation parties shall take over an agreement that was brought about at a lower consultation level as referred to in paragraph 1 or paragraph 2 unless it is obvious that the way in which this agreement was brought about cannot support this agreement or unless the agreement is contrary to the apparent policy of the parties on a central level. In this last case, the central consultation body shall announce a decision to the consultation parties in writing whilst providing reasons.

### **ARTICLE 4. NEW AGREEMENTS**

- Par. 1. Agreements can be made on [consultation level 2, consultation level 3 or consultation level 4](#) about topics for which this Collective Agreement does not make provisions and/or regarding which it is not explicitly clear that central agreements are necessary. If parties would like the agreements of consultation levels 2 and 3 to apply as the Collective Agreement, they must report them to the central consultation parties. Central consultation parties may take over the agreements. If they do, they shall report the new provision as an interim addition to the Collective Agreement for the relevant Company to the Dutch Labour Inspectorate.
- Par. 2. The provisions of article 2 [paragraph 2](#), second sentence shall apply accordingly.

### **ARTICLE 5. DISPUTES ABOUT THE INTERPRETATION OF THE COLLECTIVE AGREEMENT**

- Par. 1. If a dispute arises on a consultation level regarding the interpretation of the agreement, the involved parties shall try to find a solution regarding the dispute by reaching an agreement. If this consultation does not lead to a solution, the parties shall submit the dispute to the Permanent Committee in order to obtain advice. The Permanent Committee must make its recommendations within two months. Parties involved in a dispute may only ignore an unanimous advice after providing reasons (Annex IV).

Par. 2. Only when it has been shown that the dispute cannot be resolved either after obtaining advice from the Permanent Committee, the parties involved in the dispute may submit the dispute to the court either together or each in their own right.

## **ARTICLE 6. FACILITIES FOR THE TRADE UNIONS**

Par. 1. The Employer shall allow an Employee to be absent without loss of salary at the request of his/her Trade Union when, in the Employer's opinion, the activities allow this in order to participate as a representative in meetings of organs that are listed in the articles of the Trade Unions.

Par. 2. The Trade Unions shall inform the Employer before the start of each calendar year how many days' leave, that are required for Trade Union work, are expected to be requested in the coming year.

Par. 3. The Employer shall allow an Employee to be absent without loss of salary at the request of his/her Trade Union when, in the Employer's opinion, the activities allow this for participation in training and education meetings organised by the Trade Union.

Par. 4. If a Trade Union wants to consult Plantum or the management of a Company, the involved officer of the Trade Union may have the Trade Union supported in the discussions by a delegation of one or more members of the relevant Trade Union who work in the business sector or the involved Company.

Par. 5. Every Trade Union shall inform Plantum and/or management of the Company in writing who are its executive members in the central consultation and/or the company of the Employer.

Par. 6. The Employer shall ensure that the position of the executive members in the Company shall only be determined by the observance of rights and obligations by virtue of their employment contract and shall not be influenced based on these persons acting as an executive member.

Par. 7. In principle, executive meetings shall be held outside working hours. Employees who could then not attend the meeting in relation to their duty roster, can, if required, be given leave if they should attend this meeting.

Par. 8. The executive members can hold a meeting with individual members of the Trade Union in a company room to be specified by management. The Trade Unions can also make use of a company room to be specified by management for meetings to discuss working conditions in relation to the Company outside working hours and at the times to be specified by management.

Par. 9. The executive members shall use the option of being given leave to a reasonable extent for the activities as referred to in this article.

Par. 10. Leave of executives

a. The number of leave hours for executive members is as follows:

Business size:

- > 100 Employees: 50 hours per 100 Employees;
- 50-100: Employees: 35 hours;
- <50 Employees: 25 hours.

b. Executive members of Trade Unions are also entitled to 3 days of unpaid leave for Trade Union work. Pensions are not accrued based on this leave.

Par. 11. The executive members shall consult with the company official indicated for this purpose about the intended absence or work interruption at least two days in advance in order to obtain the required permission for this. In urgent cases, derogation from this rule is possible. Their absence or work interruption shall be registered in a manner that has been determined by management.

Par. 12. One or more notice boards shall be available at every Company for the Trade Unions. If an announcement is posted on the notice boards, a copy must be issued to the official indicated by management.

Par. 13. The Employer shall allow executive members to use communication resources and copying equipment in order for them to fulfil their tasks. The details must be within the limits of what is reasonable and fair.

Par. 14. If one or more paid officials of the Trade Unions wish to contact one or more executive members during working hours, the Employer shall offer the opportunity for this. The involved official or the involved executive member shall contact the company official appointed for this purpose in relation to this in a timely manner.

Par. 15. As from 1 April 2005, the affiliated Employers have paid € 36.70 per Employee on an annual basis to the joint Collective Agreement parties on the Employee's side of this Collective Agreement. The amount is indexed with the average contribution increase of Collective Agreement parties on the Employees' side of this Collective Agreement. This amount shall be € 44.61 as of 1 January 2023.

## ARTICLE 7. FACILITIES FOR THE WORKS COUNCIL

- Par. 1. The Chairperson and Secretary of the WC are entitled to 4 hours extra preparation time for consultation meetings above the standard as specified in Article 18 of the Dutch Works Councils Act.
- Par. 2. Collective Agreement parties make recommendations to companies to apply the [Dutch Social and Economic Council target amounts for training and education](#).
- Par. 3. The WC shall issue a written proposal to the Employer for the required resources for the activities during the coming financial year regarding the competences that have been allocated to the WC in the Collective Agreement. The following is, for example, included in this proposal:
- The time required for the WC work of members, the secretary and the chairperson.
  - The time and budget required for the development of knowledge.
  - Required secretarial support.
  - Budget required for the support by experts.
  - Time required for membership consultations.
- Par. 4. Next, the Employer shall make a decision about the WC proposal. The Employer derogating from the WC proposal is only possible in writing while providing reasons. The Employer shall make the decision known to the WC within 3 weeks.  
If required, the WC may make a proposal in the interim to expand the required resources.
- Par. 5. If the Employer and WC should be unable to reach an agreement about the required resources for the activities of the WC, the Employer shall not be able to make agreements with the WC about topics that have been delegated to the WC in the Collective Agreement. The Employer shall then discuss these topics with the trade unions (level 2, article 2, paragraph 1).

- Par. 6. The WC shall always be entitled to transfer working conditions that are delegated in the Collective Agreement to be agreed with the WC to the Trade Unions after consulting with the Employer. The consultation about these topics shall then take place at level 2 (article 2, paragraphs 1 and 3).
- Par. 7. Should there not be a WC, the working conditions that have been delegated to agree with the WC in the Collective Agreement shall be agreed with the trade unions.
- Par. 8. The WC shall be entitled to be supported by advisers and to be represented during the discussion meeting in which the delegated working conditions are discussed. The adviser(s) and/or representative(s) appointed by the WC may attend this consultation meeting after having signed a non-disclosure agreement. (For support by the officers of one of the trade unions, see article 2, paragraph 1, level 3.)
- Par. 9. The Employer shall lay down a written agreement with the WC in which the procedure is determined regarding the decision-making method of the topics that have been delegated to the WC in the Collective Agreement. Paragraphs 1 to 7 of this article are a part of this agreement. In addition, the competences of the WC with regard to the topics delegated by the Collective Agreement, the frequency of the consultation regarding this and the duration of the made agreements are laid down in this agreement.
- Par. 10. The Employer shall send a version of the agreement signed by the Employer and the WC to the sectoral joint committee of the Dutch Social and Economic Council in accordance with article [32 paragraph 2 of the Dutch Works Councils Act](#).
- Par. 11. The provisions of the Dutch Works Councils Act shall continue to apply without prejudice.

## **ARTICLE 8. TEMPORARY AGENCY WORK**

- Par. 1. Temporary workers shall be paid in accordance with the applicable temporary employment Collective Agreement. For more information, see the ABU [Dutch Federation of Private Employment Agencies] and/or NBBU [Dutch Association of Intermediary Organisations and Temporary Employment Agencies] website
- Par. 2. Employers must only use NEN 4400-certified temporary employment agencies that are registered with the Dutch Labour Standards Register.
- Par. 3. If an Employer hires in temporary workers, he must regularly check whether the temporary employment agency observes hirer's remuneration.
- Par. 4. If more than 15% of temporary workers with regard to the total number of Employees (number of people) work for the Employer on an annual basis, consultation about employability and pay must take place with the WC or, in its absence, with the Trade Unions.

## **ARTICLE 9. DURATION OF DEROGATING AND ADDITIONAL AGREEMENTS**

The agreements made based on article 3 or article 4 shall expire simultaneously with the other provisions of the Collective Agreement unless another duration has been agreed. This derogating duration may be 5 years at most.

## **ARTICLE 10. DURATION**

This Collective Agreement runs from 1 January 2023 to 31 December 2023 and shall end by operation of law without this requiring any cancellation.

## CHAPTER 2      EMPLOYMENT COMMENCEMENT AND REDUNDANCY

### ARTICLE 11. COMMENCEMENT OF EMPLOYMENT

- Par. 1. The employment contract with an Employee shall be laid down in writing. Provisions in the employment contract that are contrary to this Collective Agreement shall be deemed null and void.
- Par. 2. If accepting employment for more than six months, a trial period of two months applies on both sides. A shorter period can be agreed in the individual employment contract.
- Par. 3. A trial period may not be agreed in employment contracts for a period of six or fewer months.
- Par. 4. If a fixed-term employment contract is entered into, the following shall apply in accordance with [article 7:668a paragraph 1](#) of the Dutch Civil Code. As of the day that, between the same parties:
- a. fixed-term employment contracts have followed on from each other with intervening periods of no more than six months and have exceeded a period of 36 months including these intervening periods, the last contract entered into shall apply as from this day as having been entered into for an indefinite period;
  - b. If more than three employment contracts for a fixed term have been entered into that follow on from each other with intervening times of at most six months, the last contract shall apply as having been entered into for an indefinite period.
  - c. In deviation from subsection a, pursuant to [article 7:668a, paragraph 12 of the Dutch Civil Code](#) 7, a period of 48 months and, in deviation from subsection b, a maximum number of six employment contracts shall apply to the employee who has reached the state pension age. Only employment contracts entered into after the state pension age has been reached shall be taken into account to determine whether the period or the number of contracts referred to in this paragraph have been exceeded.

### ARTICLE 12. SPECIAL PROVISIONS FOR FIXED-TERM EMPLOYMENT CONTRACTS AND EMPLOYMENT CONTRACTS FOR AN INDEFINITE TIME

- Par. 1. Provisions relating to the way in which the Collective Agreement counts consecutive periods in order to establish whether there is successive employment in relation to an employment contract duration up to and including nine months.
- a. In derogation to Article 11 of this Collective Agreement and [article 7:668a, paragraph 1](#), of the Dutch Civil Code, parts a and b and while applying [article 7:668a paragraph 13](#) of the Dutch Civil Code, for the jobs specified in paragraph 1 c, an intervening period of at least three months applies after no more than three employment contracts with a joint duration of no more than nine months, including the interruption between the contracts. This applies insofar as these jobs at the company of the Employer are of a seasonal nature due to climate or natural conditions and cannot be performed by the same Employee in a consecutive manner during a period of more than nine months a year.
  - b. When the employment contract with the Employee starts, the Employer shall establish that the employment contract has been agreed as being a seasonal employment contract as referred to in paragraph 1a.

c. The provisions relating to the way in which the Collective Agreement counts consecutive periods in order to establish whether there is successive employment as referred to in paragraph a shall apply to the Company's jobs based on the following (reference) jobs from the job manual:

- Assistant Pollinator
- Assistant Gardener A
- Assistant Gardener B

Par. 2. The option of derogating from the provisions on the succession of fixed-term employment contracts as shown in paragraphs 1 can only apply to contracts that have been entered into between an Employer as referred to in this Collective Agreement and an Employee as referred to in this Collective Agreement. Employers who hire in staff from temporary employment agencies shall ensure that this exception is not applied to temporary workers.

Par. 3. While applying [article 7:668a, paragraph 10](#), of the Dutch Civil Code, [article 7:668a](#) of the Dutch Civil Code shall continue not to apply to the employment contract that has only been entered into or has been entered into for its major part because of the training of the day-release Employee.

### **ARTICLE 13. REDUNDANCY**

Par. 1. The termination of employment must take place in accordance with the legal provisions insofar as derogation from this has not taken place legally in this Collective Agreement.

Par. 2. The employment shall end by operation of law on the day on which the state pension age has been reached.

Par. 3. The Employer shall involve the Employees' organizations and the participation body in the intention to make redundant, takeover, merge, reorganise and discontinue the business insofar as the Dutch Collective Redundancy (Notification) Act or the Dutch Social and Economic Council decision regarding merger rules of conduct prescribes this.



## **CHAPTER 3      LENGTH OF THE WORKING WEEK AND WORKING HOURS**

### **ARTICLE 14. WORKING HOURS**

- Par. 1. The normal length of the working week on an annual basis amounts to 38 hours a week on average for Employees up to and including job category H who are in full-time employment.
- Par. 2. A derogating agreement can be made with the WC in accordance with article 3 for specific jobs, departments or the entire Company.
- Par. 3. The length of the working week for jobs higher than job category H shall be arranged in the individual employment contract between the Employer and Employee.
- Par. 4. For part-time contracts with a fixed number of agreed hours up to and including 1305 hours a year (25 hours a week on average), days or periods may be agreed when work is not performed. The days/periods when work is not performed must be settled with the hours on other days or periods. The wage payment must be weekly or monthly and must be calculated based on the number of hours a year that have been agreed on a permanent basis.
- Par. 5. The rules of the Dutch '[Flexible Working Act](#)' apply and can be consulted on the government's website: [www.overheid.nl](http://www.overheid.nl).

### **ARTICLE 15. WORKING TIME**

- Par. 1. Normally, work is performed on five days during the Monday to Saturday period.
- a. In shiftwork consisting of two shifts, work is alternated between a morning and an afternoon shift.
  - b. In shiftwork consisting of three shifts, work is alternated between a morning, an afternoon and a night shift.
- Par. 2. The working hours must be established in an annual roster based on an average working week of 38 hours. A maximum of 45 hours per week will be worked according to the roster for full-time employees. (If this maximum is exceeded, overtime is involved in accordance with Article 30.) In accordance with the [Dutch Works Councils Act \(WOR\)](#), the WC has a right to endorse decisions if the Employer establishes working and rest time regulations for (part of the) Employees
- Par. 3. With regard to the working hours, the standard regulations apply as included in Annex VIII. Agreements may be made with the WC about the application of the consultation regulations in accordance with Annex VIII. If a WC has not been set up, the Employer must consult the Trade Union about the application of the consultation regulations in accordance with Annex 7.
- Par. 4. The Employee must receive from the Employer notice whether there shall be derogations from the duty roster in which the Employee performs his/her activities one week in advance at the latest.

## **ARTICLE 16. WORKING HOURS ON SUNDAY-, PUBLIC HOLIDAYS- AND ANNIVERSARIES**

- Par. 1. On Sundays and generally recognised Christian and national public holidays (New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day, Boxing Day, King's Day and 5 May) work shall not be performed.
- Par. 2. Except when the Company is closed on this day, it applies in relation to other public holidays- and anniversaries that, if the Employee believes it should be celebrated, days' leave and/or unpaid leave must be taken.
- Par. 3. Sundays and public holidays run from midnight to midnight.

## **ARTICLE 17. HOLIDAYS**

- Par. 1. Every Employee is entitled to 190 hours of holiday while being paid (25 working days times 7.6 hours) each calendar year.  
Employees who are not yet 18 are entitled to 205.2 hours of holiday while being paid each calendar year.
- Par. 2. Vitality leave
- a. In addition to the holiday entitlements in accordance with paragraph 1 of this article, the Employee is entitled to the vitality leave with retention of salary specified below each calendar year:
    - If he has not yet reached the age of 35: 7.6 hours;
    - If he reached the age of 35: 15.2 hours;
    - If he reached the age of 40: 22.8 hours;
    - If he reached the age of 45: 30.4 hours;
    - If he reached the age of 50: 38 hours;
    - If he reached the age of 55: 45.6 hours;
    - If he reached the age of 60: 53.2 hours;
    - If he reached the age of 65: 60.8 hours.
  - b. Employees who use the seniority scheme of article 47 shall retain the right to 7.6 hours of vitality leave. The remaining vitality leave hours shall lapse.
  - c. A contribution is made to the sustainable deployability of employees through the vitality leave. The vitality leave can be deployed to boost the sustainable deployability, working for a shorter time and/or the care leave of the employee. The vitality leave is part of a broader personnel policy that focuses on sustainable deployability ([for more information, see articles 42, 43 and 45](#)).
  - d. The Employee who has reached the state pension age is not entitled to vitality leave.

- e. Companies that wish to deploy the value of the Collective Agreement vitality leave in a different manner must invite the trade unions to make agreements regarding this within the framework of sustainable deployability.
- Par. 3. If the involved Employee has reached one of the ages specified above during the course of the calendar year, the related vitality leave shall apply to that calendar year.
- Par. 4. Holiday entitlements and vitality leave that have been taken too much or too little must be settled at the end of employment based on the salary over these leave entitlements.
- Par. 5. The Employee who joins and/or leaves the Company during the course of the calendar year or who works part-time, is entitled to a proportional part of the holiday entitlements and vitality leave specified above.
- Par. 6. A leave and holiday scheme must be established at the Company in consultation met the WC.

## ARTICLE 18. SPECIAL LEAVE

- Par. 1. [The Dutch Work and Care Act](#) (Stb. [Bulletin of Acts and Decrees] 2001, 567, came into force on 1 December 2001) applies.
- Par. 2. The Employee is, in any case, entitled to leave without loss of his or her Monthly Income in the following cases provided that the Employee informs the Employer about the absence at least one week in advance if possible and attends the event in the relevant case. The Employer may require that the Employee submits proof afterwards.
- a. Upon the death of the spouse, partner or parents or parents-in-law living with the Employee and own, step-- or foster children living with the Employee during the time between the death up to and including the burial or cremation day;
  - b. Upon the death of a parent, parent-in-law-, step--parent or foster parent not living with the Employee, own, relative by affinity, step-- or foster child not living with the Employee, brother, sister, brother-in-law, sister-in-law and/or grandparent: one day provided that the burial or cremation is attended and a special leave day on the day of death of one of the parents, parents-in-law-, step-parents- or foster parents. If the Employee can prove that the Employee must make the arrangements for the burial or cremation: during the time between the death up to and including the day of the burial or cremation;
  - c. In relation to the marriage/registered partnership of the Employee: three days (including the registration of the marriage/registered partnership);
  - d. In relation to the marriage/registered partnership of one of the Employee's own children, step-- or foster children as well as brothers, sisters, brothers-in-law or sisters-in-law of the Employee: one day insofar as the wedding ceremony/registered partnership is attended;
  - e. Upon the 25-, 40-, 50 and 60- year marriage/registered partnership anniversary of the parents or parents-in-law: one day provided that the celebration is attended;
  - f. Upon the 25- or 40- year marriage/registered partnership of the Employee or the anniversary of his/her 25 or 40 years of employment: one day;
  - g. In addition to the paid short-term leave when his spouse, registered partner or person with whom the employee cohabits gives birth ([Article 4.1 Labour and Care Act](#)), the employee shall entitled to paid birth leave ([Article 4.2 Work and Care Act](#)) equivalent to once the weekly

working hours during the first four weeks after the birth.

There is also an entitlement to additional birth leave in accordance with the Dutch Work and Care Act([Article 4 paragraph 2a Dutch Work and Care Act](#)) ;

- h. The employer shall pay once the weekly working hours of the statutory adoption leave ([Article 3.2 of the Dutch Work and Care Act](#)).
- i. For the actual attendance of a course to prepare for early retirement or retirement of the Employee in the year prior to the early retirement or retirement during at most 5 days.
- j. In accordance with [the Dutch Work and Care Act, Section 4, paragraphs 1 & 2](#), the Employee is entitled to leave for urgent, unforeseen doctor or hospital visits or doctor or hospital visits that cannot be reasonably be planned outside working hours by the Employee or the required support in relation to this of the people as referred to in [Section 5:1](#) of the Dutch Work and Care Act.
- k. The Employee who takes care leave (for a short period) based on [article 5 paragraph 1](#) of the Dutch Work and Care Act retains the right to receive 85% of his/her wage and at least the statutory minimum wage that applies to him/her and insofar as the wage does not amount to more than the amount as referred to [in Section 17, first paragraph, of the Dutch Social Insurance \(Funding\) Act](#) with regard to a pay period of one day (wage for the purpose of wage tax/national insurance contributions).

Par. 3. Where leave is allocated in relation to events related to spouses in paragraph 1 or in paragraph 2 of this article, this shall also be leave in relation to similar events regarding partners in other forms of cohabitation than marriage provided that these forms of cohabitation have a permanent nature and are known as such to the Employer.

Par. 4. Derogating agreements can be made with regard to the WC in relation to article 3.

## **ARTICLE 19. TRANSITIONAL LAW AND REMAINING IN FORCE OF THE COLLECTIVE AGREEMENT**

Old Collective Agreement agreements shall no longer apply when a new Collective Agreement is brought about. Individual employment contracts or applicable company schemes shall not be influenced by this.

## CHAPTER 4      PAY

### ARTICLE 20. JOB CATEGORIES

- Par. 1. The reference jobs of the Horticultural Sector up to and including job category H have been classified into job categories based on the ORBA job evaluation system. The job categories up to and including job category H are listed in Annex I of this Collective Agreement.
- Par. 2. The Employee's job is classified in a job category based on reference jobs and this, in turn, is based on procedures as described in the Horticultural Sector job evaluation manual.
- Par. 3. If an Employee objects to a job description or the classification of his/her job, the Employee can use the appeal procedure that is used at the Employer as included in Annex V of this Collective Agreement.
- Par. 4. Another system of job evaluation may be agreed at the Company on consultation level 2, Article 2.

### ARTICLE 21. SALARY SCALES

- Par. 1. A salary scale is linked to each job category. The salary scales are listed in Annex II of this Collective Agreement
- Par. 2. With regard to the minimum of the salary scale, age scales have been derived from salary groups A-D for the Employee up to the age of 19 (professional adult age).
- Par. 3. For the Employee who does not yet have a sufficient degree of education, knowledge and experience to perform the job, and for the employee who performs seasonal routine work for a maximum of 6 months on the basis of a written employment contract, the preliminary salary scale based on the statutory minimum wage (Dutch Minimum Wage and Minimum Holiday Allowance Act) applies.
- Par. 4. If an assessment system does not apply at the Company, the fixed increment scale as included in Annex II must be used.
- Par. 5. If an assessment system applies in the company in accordance with [Article 23, paragraph 2](#) which is used to determine the amount of the salary scale, the open salary scale system as included in Annex II may apply. This consists of a minimum and a maximum salary for each salary scale.
- Par. 6. For students and pupils and employees with an occupational impairment, the salary provisions as included in Annex III apply in derogation to paragraph 1.

### ARTICLE 22. RECLASSIFICATION OF THE JOB

If the Employee is classified in a lower salary scale as a result of the reclassification of the job, he/she shall be classified as much as possible in the equivalent or closest higher amount in the lower salary scale. If the maximum of the new lower salary scale is exceeded, the surplus must be allocated as a nominal personal allowance that shall not be indexed. When the salary is increased in some way that is not through the general Collective Agreement increases, the personal allowance shall be reduced by the same amount as this increase.

## **ARTICLE 23. DETERMINATION AND EFFECTIVE DATE OF THE INCREASES OF THE SALARY ACCORDING TO THE SALARY SCALE**

- Par. 1. If the age table applies to an Employee, an increase of the Salary According to the Salary Scale shall be given that shall become effective on the first day of the month in which the Employee celebrates his/her birthday.
- Par. 2. The Employer and WC may agree on an assessment system. If the assessment is also used for determining the Salary According to the Salary Scale, the Employer and WC must also determine an increase scheme.  
In this increase scheme, the minimum annual increase shall be 1.75% in relation to performing “normally/well” until the maximum salary scale that applies to the Employee has been reached. Article 25 also applies.  
If no assessment of the employee's performance has been conducted over the agreed annual assessment period, the employee in question shall be entitled to an increase of 1.75% of his salary up to the maximum of his salary scale.
- This does not apply if no assessment has taken place due to incapacity for work.
- Par. 3. If no increase arrangement has been agreed between the employer and the Works Council, the fixed increment scale as included in Annex II must be used.

## **ARTICLE 24. JOB ASSESSMENT APPEAL PROCEDURE FULFILMENT**

- Par. 1. If an Employee disagrees with the assessment of the job fulfilment, he/she may object and make the Employer or the Employer’s representative aware of this objection in writing whilst providing reasons.
- Par. 2. The Employer or the Employer’s representative must discuss this objection with the involved party.
- Par. 3. If the interview referred to in 2 does not lead to agreement, the Employee or the Employee’s representative may submit an appeal to the appeals committee. This appeals committee consists of an equal number of representatives of the Employer and of the Employees. The Employee members of this appeals committee are nominated by the WC from staff and, if there is no WC, from and by staff. The Employer members are nominated by the Employer. The committee shall appoint the chairperson from its members.
- Par. 4. The appeals committee delivers its ruling in the form of a recommendation to management and shall inform the Employee regarding this in writing. If management should derogate from this recommendation, it must inform the involved parties and the appeals committee whilst giving reasons.

## **ARTICLE 25. SALARY SCALE INCREASES**

- Par. 1. The salary scales and the actual salaries of groups A to H shall be increased as follows.  
On 1 January 2023 by 6% with a minimum of €160,= gross per month for full-time employment.
- Par. 2. Employees employed on 1 January 2023 will receive a one-off gross payment. The amount thereof will depend on the number of months worked in 2022 and the part-time percentage. A full-time employee who worked all of 2022 will receive €500 gross. The employee who has worked part of 2022 or works part-time receives this gross benefit proportionately. The amount in question will be paid in January 2023.

## **ARTICLE 26. PENSION**

- Par. 1. The pension scheme in accordance with the provisions of the Articles and Regulations of the Sectoral Pension Fund for BPL Pensioen applies to the Employee in the Company of an Employer unless the Employer has been granted dispensation by BPL Pensioen and with the exception of derogation in this Collective Agreement.
- Par. 2. The premium for the BPL Pensioen pension must be paid by the Employer and Employee in accordance with the provisions of BPL Pensioen under the understanding that the Employer reserves the right to enter in discussions with the trade unions if and when this scheme and/or the premium arrangement is or are changed in order to arrive at a possible different arrangement.
- Par. 3. The amount of the pension premium and the premium distribution of BPL Pensioen are included on the website of [BPL Pensioen](#).
- Par. 4. Companies that have a different pension scheme and not the BPL Pensioen one shall agree important changes with the trade unions.

## **ARTICLE 27. CONTINUED PAYMENT OF WAGES FOR PUBLIC HOLIDAYS/ANNIVERSARIES**

With regard to public holidays and anniversaries specified in or pursuant to Article 16, the Employer must continue to pay proportionally the relevant Monthly Income that applies, the specifics of which insofar as those days do not fall on a Saturday and/or Sunday. With the exception of a scheduled Saturday.

## **ARTICLE 28. ALLOWANCES**

- Par. 1. The calculation base for the allowances is the Hourly Wage as a result of article 1, paragraph 8.
- Par. 2. Derogating agreements can be agreed with the Trade Unions for the allowances in this chapter pursuant to Article 3.

## **ARTICLE 29. EXTRA WORK ALLOWANCE**

If the Employee who has a part-time employment contract works more hours at the request of the Employer than the duty roster that applies to him/her specifies, but stays within the normal length of the working week per day and per week of a full-time Employee, an allowance of 20% of the Hourly Wage must be paid for the additional working hours. This allowance applies as compensation of non-accrued working conditions (such as a holiday allowance and leave hours) over these additional working hours.

## **ARTICLE 30. OVERTIME ALLOWANCE**

- Par. 1. If work is performed at the instructions of the Employer that means that the length of the working week in accordance with the applicable duty roster is exceeded based on the provisions in article 15, overtime is involved.
- Par. 2. Overtime shall only be involved for a part-time Employee if this Employee works more hours than the duty roster specified for him/her and when the normal length of the working week per day or week of an Employee with full-time employment is exceeded.
- Par. 3. If the business conditions allow this in the opinion of the Employer, overtime shall be compensated with time off in lieu at the request of the Employee. The time off in lieu to be compensated shall match the number of hours in overtime. The Employer and Employee shall determine in consultation when the time off in lieu shall be taken.
- Par. 4. The Employee shall receive the normal Hourly Wage in terms of time or money for every worked hour of overtime. In addition, the Employee must receive the following allowance percentage for each overtime hour worked:
- a. Hours on Monday up to and including Friday from 6 a.m. to 9 p.m.: 40% of the Hourly Wage;
  - b. Hours on Monday up to and including Friday from 9 p.m. to 6 a.m.: 60% of the Hourly Wage;
  - c. Hours on Saturdays: 60% of the Hourly Wage;
  - d. Hours on Sundays: 100% of the Hourly Wage;
  - e. Hours on public holidays with the exception of 5 May without prejudice to the provisions in Article 27: 100% of the Hourly Wage.

These allowances include the holiday allowance (Article 32).

- Par. 5. Overtime for Group H and higher
- a. Overtime payment is not due to Employees who are classified in job category H and higher.
  - b. If the employee in job group H works overtime on a 6th or 7th day of the week by order of the employer, these hours worked shall be compensated, by mutual agreement and without allowance by time off to be taken within 3 months.  
If this does not come about, the hours will be paid out after these 3 months including the overtime allowance according to Article 30.
  - c. Paragraph 5b does not apply to travel time for business trips.
- Par. 6. If the Employee in accordance with his/her roster works normally on Saturdays, he/she shall receive the overtime allowance as determined for the Saturday in paragraph 4 in case of overtime on his/her replacement roster-free day.



Par. 7. The Employer must carefully consider the business interests and Employee interests such as health issues and care obligations, for example, in relation to shifts after consulting the Employee when asking for overtime or additional work (part-time Employee). The decision must be notified whilst providing reasons.

## **ARTICLE 31. SHIFT ALLOWANCE**

Par. 1. If work is performed in two shifts, the Monthly Salary must be increased by an allowance of 14%.

Par. 2. If work is performed in three shifts, the Monthly Salary must be increased by an allowance of 19%.

## **ARTICLE 32. HOLIDAY ALLOWANCE**

Once every calendar year, an 8.33% holiday allowance must be paid to the Employee in relation to the earned Monthly Salaries during the June to May period in June at the latest. A holiday allowance is not due and payable with regard to overtime (see article 27). The employer is required to comply with the provisions of [Article 16, paragraph 2 of the Minimum Wage and Minimum Holiday Allowance Act.](#)

## **ARTICLE 33. SATURDAY ALLOWANCE**

If, in accordance with the duty roster with a five-day working week, work is performed on Saturdays on a permanent basis, an allowance of 25% over the hours worked on Saturdays must be paid to the Employee. With the exception of the additional work allowance, no accumulations with other allowances shall take place.

## **ARTICLE 34. ON-CALL ALLOWANCE**

Par. 1. Per 24-hour period, the on-call allowance amounts to the following as at 1 January 2023:

From Monday to Friday	: €20.15
Saturday	: €33.58
Sundays and public holidays	: €47.03

Par. 2. If the Employee is on-call for a full week, the on-call payment shall include a payment of at most one work hour a week for going to site to be counted as from when the Employee has been called.

Par. 3. The travel kilometres shall be paid for each attendance at € 0.21 per km based on the normal domicile or agreed place of residence in the Netherlands.

Par. 4. The on-call allowance in paragraph 1 shall be increased each time by the agreed salary increase in Article 25 as from the dates that are specified in that article.

## CHAPTER 5 INCAPACITY TO WORK

### ARTICLE 35. INCAPACITY FOR WORK

- Par. 1. If an Employee is not able to perform the stipulated work due to being sick or having suffered an accident, the provisions in article [Section 7.629 of the Dutch Civil Code](#) and the provisions in the [Wet Verbetering Poortwachter](#) (Dutch Eligibility for Permanent Incapacity Benefit (Restrictions) Act) shall apply to him/her.
- Par. 2. The wage continued payments and supplement as referred to in this article shall be terminated when the employment contract with the Employee is terminated. The wage continued payments and supplement as referred to in this article for the Employee who has reached the state pension age shall be limited to the statutory wage continued payment and rehabilitation obligations.

#### **Payment during the first two years of incapacity to work**

- Par. 3. During the first year of being sick, the [Monthly Income](#) shall be continued to be paid by 100% during the first up to and including the sixth month and 90% during the seventh up to and including the twelfth month.  
During the second year of being sick, the [Monthly Income](#) shall be continued to be paid for 85% during the thirteen up to and including the eighteenth month and for 80% during the nineteenth up to and including the twenty-fourth month. The wage shall at least equal the minimum (youth) wage.
- Par. 4. If work is performed during the first and/or second year of being sick within the framework of internal or external rehabilitation including activities on a therapeutic basis, the worked hours shall be paid in full.

#### **Benefits after 2 years of incapacity to work**

- Par. 5. As from 1 January 2006, three incapacity to work categories are distinguished. They are:
- The Dutch Disabled Persons Income Scheme for those who are fully incapacitated to work;
  - The Dutch Return to Work (Partially Disabled Persons) Regulations for those who are completely not permanently incapacitated to work or have an incapacity to work percentage between 35% and 80%;
  - those who are incapacitated to work for less than 35%.

#### **Disabled Persons Income Scheme**

- Par. 6. If an Employee is eligible to receive benefits after two years of incapacity to work or before in accordance with the Dutch Disabled Persons Income Scheme, the salary shall still be supplemented up to 100% of the [Monthly Income](#) over the first and second year of being sick with retroactive effect. For the definitive determination of the full permanent incapacity to work, the Employer may demand a second opinion.

#### **Return to Work (Partially Disabled Persons) Regulations**

- Par. 7. The Employee who is unfit to work between 35% and 80%, must receive a supplement of up to 80% of the [Monthly Salary](#) for the originally stipulated work that is paid out in the last month before the first day of sickness of the wage continued payment obligation if his/her residual earning capacity is deployed fully or partially (internally or externally) in the first year based on the Return to Work (Partially Disabled Persons) Regulations. This supplement shall be reduced by 1% per year up to 76% in the fifth year based on the Return to Work (Partially Disabled Persons) Regulations. As from the sixth year based on the Return to Work (Partially Disabled Persons) Regulations, the supplement shall no longer apply.
- Par. 8. If the Employee receives benefits based on the Return to Work (Partially Disabled Persons) Regulations on a temporary basis based on full incapacity to work (80-100% not permanently incapacitated to work), during the first year, the supplement shall be paid up to 80% of [monthly salary](#) for the work originally stipulated which was paid in the last month before the first day of illness, and this supplement shall be reduced by 1% per year in 5 years. As from the sixth year based on the Return to Work (Partially Disabled Persons) Regulations, the supplement shall no longer apply.
- Par. 9. The supplement shall be paid based on the Monthly Salary that the Employee still earns due to his/her partial employability, the statutory benefits and any income insurance related to incapacity to work (the premium for this insurance shall be at the expense of the Employee). If the partial employability is not fully used by the Employee, the supplement scheme shall not apply.

#### **Incapacity to work of less than 35%**

- Par. 10. The Employee who is incapacitated to work for less than 35% and who is employed at the Employer for his/her full residual earning capacity shall be entitled to a salary guarantee.
- Par. 11. The salary guarantee is based on the difference between the [Monthly Salary](#) paid in the last month of the wage continued payment obligation and the Monthly Salary for the suitable activities that the Employee has performed. The Monthly Salary for the suitable activities that the Employee has performed shall be supplemented by 90% of the aforementioned difference, but shall not exceed in total the maximum premium wage applicable for the employee as per [Article 17, paragraph 1 of the Social Insurance Financing Act](#). This supplement shall be reduced by 2% a year up to 82% in five years.
- Par. 12. The [Monthly Salary](#) paid in the last month of the wage continued payment obligation shall be indexed for the calculation of the salary guarantee. The supplement scheme shall not apply if employability for the full residual earning capacity is not involved.
- Par. 13. The offered suitable work shall become the stipulated work. As long as the full residual earning capacity can be used in the Company, the Employee shall not be made redundant due to his or her incapacity to work.

## CHAPTER 6 OTHER PROVISIONS

### ARTICLE 36. PAYMENT UPON DEATH

The surviving relatives of an Employee shall receive, in accordance [with article 7: 674 of the Dutch Civil Code](#), a payment over the period as from the day after the death up to and including a month after the day of death that shall amount to the Monthly Income whilst deducting any payments by virtue of the Dutch Sickness Benefits Act or the Dutch Work and Income (Capacity for Work) Act with regard to death.

### ARTICLE 37. TRAVEL ALLOWANCE AND HOMEWORKING ALLOWANCE

- Par. 1. The Employee who must travel more than 10 km to get to work shall receive an allowance for this to cover travel expenses based on the costs of public transport.
- Par. 2. In derogation to paragraph 1, the following travel expenses scheme may be agreed in consultation with the Works Council: As from 5 km to maximum 25 km as a single journey, a payment of € 0.21 per km.
- Par. 3. If, in accordance with paragraph 2, the travel expenses scheme is the main scheme, it shall continue to be also possible for the Employee to use the payment scheme based on public transport by submitting the original tickets.
- Par. 4. If a scheme had already been agreed with the WC when this article is introduced that is greater than the scheme in accordance with paragraphs 1 or paragraph 2 and, that other scheme shall prevail.
- Par. 5. An arrangement to work from home can be agreed in the company, according to Article 3 between employer and Works Council (Article 2, Par. 1 level 1), in which the policy is laid down regarding the possibilities of home working by the employee. If an arrangement to work from home is agreed with the Works Council, the agreed minimum compensation in this arrangement is €2.15 net per day.
- Par. 6. If there is an obligation in the Netherlands to work from home, the Employee shall be entitled to a homeworking allowance in accordance with the tax-exempt rate (€2.15 net per day in 2023) as of 1 July 2021. An obligation to work from home shall be deemed to apply if the government calls everyone to work from home as much as possible upon the advice of the Dutch National Institute for Public Health and Environmental Protection (RIVM). In addition to the homeworking allowance, there is no entitlement to continued payment of the commuting travel allowance for the day on which working from home applies. If working from home partially and working on site partially on the same day, only the highest of either allowances, i.e. the travel or homeworking allowance, shall be paid to the Employee.
- Par. 7. If the travel allowance is continued, there shall be no entitlement to receive the homeworking allowance.

## **CHAPTER 7 RECOMMENDATIONS**

### **ARTICLE 38. INCAPACITY FOR WORK POLICY**

Collective Agreement parties order Employers and Works Councils to make agreements with regard to the policy regarding incapacity to work to be pursued in the Company. As a guideline, the protocol can be used as agreed between the general employers' association AWWN and the Netherlands Trade Union Confederation (FNV) with regard to the Dutch Eligibility for Permanent Incapacity Benefit (Restrictions) Act. This protocol can be requested from one of the Collective Agreement parties.

## **CHAPTER 8 COLLECTIVE AGREEMENT À LA CARTE**

### **ARTICLE 39. WORKING CONDITIONS ON AN INDIVIDUAL BASIS**

Agreements are made between the Employer and WC in the Company with regard to a selection system of working conditions on an individual basis.

### **ARTICLE 40. OPTION**

The Employer and Employee may agree in writing that the gross wage of the Employee shall be reduced temporarily in exchange for another remuneration offered by the Employer to the Employee provided that this is possible based on a scheme that has been brought about in consultation with the Works Council or, should a Works Council not be available, in consultation with the Trade Unions.

### **ARTICLE 41. TRADE UNION CONTRIBUTION**

The Employee may submit a request to the Employer to have his/her gross wage reduced by the amount of the contribution that is paid by him/her in the relevant calendar year for Employees' organisation membership. The Employer shall use the tax scope in the work cost scheme and shall allocate to the Employee an expense allowance for an identical amount by which the gross wage is reduced, the specifics of which shall be in accordance with the provisions in the regulations that is included in Annex 6.

### **ARTICLE 42. BUYING DAYS' HOLYDAY**

Employees can purchase each year twice the working hours a week as days' holiday without restrictions to save, unless other agreements are made with the WC. Derogating agreements shall be reported to the Collective Agreement parties.

The value of a day's holiday is calculated based on the monthly income increased by the holiday allowance and possibly other fixed income elements that apply to the Employee and at the Employee's Employer.

## **CHAPTER 9      SUSTAINABLE DEPLOYABILITY**

### **ARTICLE 43. BUDGET FOR SUSTAINABLE DEPLOYABILITY**

Par. 1. On a company level, there is a collective budget of at least 1.25% of the gross pay total. The expenditure for the following fall under sustainable<sup>i</sup> deployability:

- a. Absence and support above legal obligations;
- b. Target group policy with the framework of sustainable deployability;
- c. Training;
- d. Special projects within the framework of sustainable deployability.

Par. 2. The gross wage total for determining the budget in paragraph 1 is the total of the paid gross monthly incomes during the year including holiday pay (wage statement column 14). The Employer's contributions and expense allowances are not part of this gross wage total.

Par. 3. The Employer requires agreement from the WC when the Employer wishes to shape the budget as an individual sustainable deployability budget with linked laid down spending purposes. For example, for a sustainable deployability analysis, train, develop, coach, do exercise and specific courses such as stopping smoking.

Par. 4. Within 3 months after the financial year has ended, the Employer shall send a written report to the WC about the expenditure on sustainable deployability. This report shall be discussed during the consultation meeting with the Employer.

Par. 5. The Employer shall send the report specified in paragraph 4 to the social partners at the same time.

### **ARTICLE 44. AGREEMENTS ABOUT SUSTAINABLE DEPLOYABILITY**

The Employer shall define a policy for the following in consultation with the WC:

- a. The option for employees to have a career scan performed;
- b. The method and frequency of the employee satisfaction survey and the follow-up with regard to its results;
- c. The option of employees obtaining financial advice;
- d. The right of employees to a Preventive Medical Examination (PME).

### **ARTICLE 45. LEAVE SAVINGS**

As from 1 January 2022, a leave savings scheme shall be introduced for the Employee that can be used by the Employee for many objectives to promote the Employee's sustainable deployability, working shorter hours and care leave. The time limit for leave over and above the statutory minimum shall, for this reason, be extended from 5 to 10 years as from 1 January 2021 (days accrued after 1 January 2016 fall under the extended time limit). Vitality days also fall under the leave over and above the statutory minimum.

## **ARTICLE 46. TAXATION PRECONDITION**

Both in relation to the central leave savings scheme and possible company schemes in relation to sustainable deployability and the leave savings, it applies that they must be approved by the tax authorities.

The Employer must ensure the request is sent to the tax authorities for tax approval.

## **ARTICLE 47. SENIOR STAFF SCHEME**

Par. 1. Employees classified in job groups A to H may reduce their current average working hours to 80% of their original contractual working hours as of 5 years prior to the state pension date.

The gross salary and the other employment conditions will be adjusted proportionately. The employer will pay the full pension contribution (employer and employee share) on the difference between the new and original working hours.

The employee who uses this scheme will no longer be entitled to the vitality leave as of the age of 35.

Pursuant to article 17, he will retain the right to 7.6 hours of vitality leave (up to the age of 35).

Par. 2. Pursuant to article 3, paragraph 1, the employer can make a different agreement with the trade unions (Article 2, paragraph 1 level 2), which replaces the senior staff scheme according to paragraph 1 of this article.

Par. 3. Pursuant to article 3, paragraph 2, the employer can agree with the Works Council on a broader senior staff scheme (Article 2, paragraph 1 level 3) than included paragraph 1 in of this article. It can thereby be agreed to forgo vitality days for all employees to co-finance this scheme.

## **ARTICLE 48. PERIODIC MEDICAL EXAMINATION**

The Employer shall give Employees the opportunity to undergo a regular medical examination once every three years that shall focus on the prevention and limitation of the risks that the work represents for the health of Employees as much as possible.

**ANNEXES**



## **ANNEX I    JOB MATRIX**

- Group A:            30-49.5 points ORBA**
- Group B:            50-69.5 points ORBA**
- Assistant Pollinator
  - Seed Packaging Assistant
- Group C:            70-89.5 points ORBA**
- Assistant Gardener
  - Seed Cleaning Assistant
  - Laboratory Technician A
  - Switchboard operator/Receptionist
- Group D:            90-109.5 points ORBA**
- Crop Care Specialist
  - Seed Coating Assistant
  - Receiver/Acceptance Sampler
  - Laboratory Technician B
  - Administrative Assistant
- Group E:            110-129.5 points ORBA**
- Grower Assistant
  - Logistics Planner Assistant
  - Office Sales Administrative Assistant
  - Analyst A/Research Assistant
  - Quality, Health and Safety Assistant
  - Department Secretary
- Group F:            130-149.5 points ORBA**
- Selector/Breeder Assistant
  - Cleaning Group Manager
  - Packing Group Manager
  - Greenhouse Group Manager
  - Stock Manager
  - Analyst B/Researcher Assistant A
  - Office Sales Commercial Assistant
  - Bookkeeper
  - Maintenance Engineer
  - PR & Communication Assistant

- Group G: 150-169.5 points ORBA**
- Head of Greenhouse/Field Team
  - Logistics Planner
  - Declarant/Excipient
  - Programmer
  - Helpdesk Assistant
  - Payroll Administrator
  - HRM Assistant
  - Management Assistant
  - Analyst C/Researcher Assistant B

- Group H: 170-194.5 points ORBA**
- Breeder
  - Production Specialist
  - Researcher
  - Salesperson/Adviser
  - Head of Office Sales
  - Network Administrator
  - Application Administrator
  - Assistant Controller
  - Head of Internal Services

## ANNEX II SALARY SCALES

The salary scales in euros as at 01 January 2023

Increase: 6,00%  
minimum € 160

Age	Preliminary salary scale (minimum (youth)wage)	% group A-D	Group A	Group B	Group C	Group D	Group E	Group F	Group G	Group H
17 years	90%	95%	€ 2.199,50	€ 2.261,70	€ 2.369,60	€ 2.493,70				
18 years	100%	100%	€ 2.315,30	€ 2.380,70	€ 2.494,30	€ 2.624,90				
<b>Years of service</b>										
0 year of service	105%		€ 2.315,30	€ 2.380,70	€ 2.494,30	€ 2.624,90	€ 2.776,50	€ 2.982,60	€ 3.257,40	€ 3.576,20
1 year of service			€ 2.358,30	€ 2.427,30	€ 2.545,60	€ 2.681,60	€ 2.839,80	€ 3.056,40	€ 3.337,20	€ 3.674,20
2 year of service			€ 2.402,30	€ 2.475,00	€ 2.598,50	€ 2.739,40	€ 2.908,40	€ 3.132,00	€ 3.420,20	€ 3.773,70
3 year of service			€ 2.447,50	€ 2.523,50	€ 2.651,70	€ 2.798,70	€ 2.977,60	€ 3.209,70	€ 3.504,40	€ 3.876,60
4 year of service			€ 2.493,10	€ 2.573,70	€ 2.706,50	€ 2.861,40	€ 3.049,10	€ 3.288,70	€ 3.591,10	€ 3.982,30
5 year of service			€ 2.539,60	€ 2.623,90	€ 2.762,60	€ 2.927,20	€ 3.122,40	€ 3.369,60	€ 3.679,90	€ 4.090,60
6 year of service			€ 2.587,30	€ 2.676,00	€ 2.819,60	€ 2.994,50	€ 3.197,70	€ 3.453,10	€ 3.771,10	€ 4.202,10
7 year of service			€ 2.635,90	€ 2.728,50	€ 2.881,30	€ 3.063,50	€ 3.274,40	€ 3.538,40	€ 3.863,60	€ 4.316,60
8 year of service				€ 2.782,60	€ 2.944,80	€ 3.134,00	€ 3.352,70	€ 3.625,60	€ 3.959,20	€ 4.434,30
9 year of service				€ 2.838,40	€ 3.009,40	€ 3.206,30	€ 3.433,20	€ 3.715,00	€ 4.057,00	€ 4.555,20
10 year of service					€ 3.075,40	€ 3.280,00	€ 3.515,50	€ 3.806,70	€ 4.157,20	€ 4.679,30
11 year of service									€ 4.260,20	€ 4.806,80
12 year of service										€ 4.937,60

Open salary scales in euros as at 01 January 2023

Increase: 6,00%  
 minimum € 160

Age	% group A-D	Group A	Group B	Group C	Group D
17 years	95%	€ 2.199,50	€ 2.261,70	€ 2.369,60	€ 2.493,70
18 years	100%	€ 2.315,30	€ 2.380,70	€ 2.494,30	€ 2.624,90
<b>Group</b>	<b>Minimum</b>	<b>Maximum</b>			
A	€ 2.315,30	€ 2.635,90			
B	€ 2.380,70	€ 2.838,40			
C	€ 2.494,30	€ 3.075,40			
D	€ 2.624,90	€ 3.280,00			
E	€ 2.776,50	€ 3.515,50			
F	€ 2.982,60	€ 3.806,70			
G	€ 3.257,40	€ 4.260,20			
H	€ 3.576,20	€ 4.937,60			

## **ANNEX III SALARY PROVISIONS FOR STUDENTS AND EMPLOYEES WITH AN OCCUPATIONAL IMPAIRMENT**

### **1. Student salary policy**

The following percentages apply to students that have been derived from the applicable full statutory minimum wage:

- 15 years: 40%
- 16 years: 50%
- 17 years: 60%
- 18 years: 70%
- 19 years: 80%
- 20 years: 90%
- As from the age of 21, 100%

Days' holiday and/or holiday pay shall be settled at the end of employment or with every wage payment.

### **2. Entry level pay scale for Employees with an occupational impairment**

An entry level pay scale applies to Employees with an occupational impairment regarding which the initial salaries are based on the statutory minimum (youth) wage. The maximum salary for the Employee as from the age of 23 in this scale amounts to 125% of the minimum wage and can be achieved in 5 annual increments/assessment steps of 5% annually.

Employee wage scale with an occupational impairment:

- |  |  |
|--|--|
| • 0 years of service<br>Allowance Act        | Dutch Minimum Wage and Minimum Holiday |
| • 1 year of service<br>Allowance Act + 5%    | Dutch Minimum Wage and Minimum Holiday |
| • 2 years of service<br>Allowance Act + 10 % | Dutch Minimum Wage and Minimum Holiday |
| • 3 years of service<br>Allowance Act + 15%  | Dutch Minimum Wage and Minimum Holiday |
| • 4 years of service<br>Allowance Act + 20 % | Dutch Minimum Wage and Minimum Holiday |
| • 5 years of service<br>Allowance Act + 25 % | Dutch Minimum Wage and Minimum Holiday |

## **ANNEX IV PERMANENT COMMITTEE REGULATIONS**

Referred to in article 5 of the Collective Agreement for the Horticultural Seed Companies

### **Article 1 DEFINITIONS**

The Permanent Committee shall hereinafter be referred to as the Committee.

### **Article 2 COMMITTEE COMPOSITION**

1. The Committee consists of six members and six replacement members of which three members and their replacements are appointed by the employers' organisation and three members and their replacements by the joint Trade Unions.
2. A member of the Committee who is involved in the dispute directly must be replaced by his/her replacement in relation to the processing of this dispute.

### **Article 3 CHAIRMANSHIP**

The members of the Committee shall appoint a chairperson and a replacement chairperson from their midst based on a majority of votes from the representatives of the Employers- and Employees, respectively.

The chairmanship shall alternate each other year so that the chairperson shall be from the Employer one year and from the Employee members the next year.

### **Article 4 MEMBERSHIP DURATION**

1. The members of the Committee shall hold office for an indefinite period.
2. Within one month, a vacancy shall be filled by the organisation that had appointed the member who has resigned his or her post.

### **Article 5 MEMBERSHIP TERMINATION**

The Committee membership ends due to:

- a. Upon retirement from the Committee;
- b. Death;
- c. The declaration from the organisation that made the nomination that the involved party does not act as a member anymore.

### **Article 6 OFFICE**

The office of the Committee is established in:

Vossenburchkade 68, 2805 PC Gouda, the Netherlands

### **Article 7 DELIBERATIONS AND VOTES**

1. Resolutions can only be taken if at least four members or replacement members, respectively, are present in the Committee.
2. If there is a disparity in the presence, each of the members shall vote as many times as there are members of the other party.
3. The Committee shall take its resolution through a standard majority of votes and shall give its resolutions in writing whilst providing reasons. The members shall act within this context in all fairness.

4. If the votes are tied and if a resolution cannot be taken during further deliberations, the Committee shall not provide a recommendation.

#### **Article 8            HANDLING DISPUTES**

1. The disputes shall be made pending by one of the parties or by both parties at the Committee's office.
2. **Ad Hoc Committee**
  - a. The Committee may delegate the handling to an ad hoc Committee with regard to a dispute regarding the job classification within the framework of the appeal procedure regarding a job classification. This Committee comprises one or more relevant experts to be appointed by the Permanent Committee.
  - b. The Committee shall accept the dispute for its handling, shall hear the parties, shall start an investigation that shall take place on site if required and shall give a ruling.
3. The office shall inform the other party about the dispute by sending a copy of the letter of the complainant.

The other party has the authority to make its opinion known in writing within fourteen days after the office has sent the letter as referred to in the previous paragraph.
4. The Parties in the dispute, their deputy or one or more members of the Committee are authorised to bring along one or more witnesses or experts when the dispute is processed verbally to ensure that they are heard by the Committee provided that the name, place of residence and job of the witnesses or experts to be brought along have been made known to the office at least six days before the hearing.
5. **Binding recommendation**
  - a. The Committee shall decide through a binding recommendation with regard to a dispute between an Employer that is a member of the contracting employers' organisation in relation to this Collective Agreement and an Employee who is a member of an employment contracting Employees' organisation.
  - b. The Committee shall decide through a binding recommendation if both parties in the dispute so request.

#### **Article 9            OBTAINING INFORMATION**

1. The Committee has the authority to obtain further information from both parties and third parties before taking a decision.

It has the authority to summon parties, witnesses and experts to appear in its meeting to provide a further explanation. Such a summon must take place with due regard to a period of fourteen days.
2. Should the parties refuse to provide the requested information or to appear at the meeting, the Committee shall come to the conclusions that it sees fit.
3. The Committee cannot assign a retroactive effect that is longer than up to 1 May of the year prior to the contract period during which the dispute has been made pending regarding its rulings.

#### **Article 10          COSTS**

When it gives its ruling, the Committee shall determine the costs incurred with regard to the Committee and the parties involved in the dispute as well as which parties or in what ratio the costs shall be paid by the parties.

**Article 11      AMENDMENT OF THE REGULATIONS**

These regulation may be amended at any time through joint consultation by the parties in the Collective Agreement for the Horticultural Seed Companies.



## **ANNEX V OBJECTION AND APPEAL PROCEDURE**

The Employee may object or appeal against the results of the classification decision taken by his/her Employer. The procedure related to this consists of three phases:

1. the consultation phase
2. the internal objection processing
3. the external objection processing

### **1. The consultation phase**

If the Employee disagrees with the classification decision taken by his/her Employer or if the Employee is of the opinion that his/her job has changed to such an extent that the classification decision needs to be reviewed, the Employee must first try to arrive at a solution in appropriate consultation with his/her Employer. Objections in the aforementioned sense must be made known to the Employer in writing by the jobholder within a period of 30 days after the classification decision and/or the job amendment has been announced. The Employer must take a final decision about the fact whether the original classification shall be maintained and/or changed within a period of 30 days after receiving the objection. The period used for the internal consultation phase shall therefore be 60 days at most.

If the aforementioned consultation does not lead to a satisfying solution for the Employee, he/she may lodge an appeal using the appeal options described in point 2 and/or point 3.

The following apply as conditions for dealing with the appeal under points 2 and 3:

- a. The content of the job to which the appeal relates must be determined in writing by using an ORBA<sup>®</sup> questionnaire and/or an ORBA<sup>®</sup> job description. The completed questionnaire and/or the job description must be signed to show approval by both the jobholder and the responsible manager(s).
- b. The Employer must provide reasons for the classification decision in writing by using the ORBA<sup>®</sup> classification form.
- c. The Employee must provide reasons in writing for his/her objection to the classification decision taken by management.

### **2. Internal treatment of the objection**

If the consultation phase described in point 1 should not lead to a solution that is satisfactory for the Employee, he/she can approach an internal appeals committee with his/her objection, if there is one in the company<sup>ii</sup>.

Request for internal objection processing must be notified within a period of 15 days after completion of the consultation phase described in point 1 in writing to the internal appeals committee and must include the documents specified under point 1.

The Committee shall investigate whether the procedure for classifying the job and the procedure for the internal consultation phase has been correctly followed, shall hear parties regarding this and shall issue a ruling within 15 days. If procedural errors have been observed by the Committee, the Employer shall restore the procedure within a period of 15 days and shall consequently indicate within a period of 15 days whether it is reviewing and/or maintaining its previous decision.

### **3. External objection processing**

If a satisfactory solution is not found in the opinion of the Employee through the route followed as specified in the prior points, the Employee may submit his/her objection to the Permanent Committee that shall act as a central appeals committee. This appeal option shall apply to both Employees belonging to a Trade Union as those that do not belong to a Trade Union.

The full text of the appeal procedure can be found in the Collective Agreement for the Horticultural Seed Companies, article 20.

## **ANNEX VI REGULATION RELATED TO THE REIMBURSEMENT OF THE MEMBERSHIP COSTS OF AN EMPLOYEES' ORGANISATION FOR EMPLOYEES WHO WORK IN THE HORTICULTURAL SECTOR**

### **Article 1**

The Employee may submit a request to the Employer to have the gross wage components specified in the Collective Agreement reduced by the amount of the costs that are paid by him/her in the relevant calendar year for membership in an Employees' organisation. The Employer shall consent to this request in exchange for an expense allowance that is the same as the amount that is deducted from the aforementioned gross wage components insofar as this does not mean that the gross wage drops below the minimum wage as a result of the Dutch Minimum Wage and Minimum Holiday Allowance Act and also as further determined in these regulations.

### **Article 2**

1. The Employee must report in writing the actual costs of membership. To this end, he/she must fully complete and sign the "Declaration form to be reimbursed for the membership costs related to an Employees' organisation".
2. To be entitled to reimbursement of the membership costs related to the Employees' organisation, the Employee must submit to the Employer the declaration form as specified in paragraph 1 on 25 November of the relevant calendar year. Copies of proof of payment of the membership costs in January and October of the relevant year must be enclosed with this. In relation to bank statements, data that is not the name, address and the deducted membership costs may be made illegible. If the aforementioned date should be exceeded, the Employee shall be excluded from participation.
3. The expense allowance as referred to in article 1 shall be determined based on the information specified by the Employee on the declaration form and the applicable tax and contribution legislation and regulations.
4. If the Employee has met what is specified in paragraph 2, the payment as referred to in article 1 shall be paid by the Employer to the Employee.

### **Article 3**

When employment ends, the right to payment as referred to in article 1 shall also end regardless of the reason why employment ended.

### **Article 4**

If it is shown during the inspection by the tax inspector or the inspector of the Uitvoeringsinstituut werknemersverzekeringen (UWV; Dutch Employee Insurance Agency) that the taxes related to a contribution-free allowance has been paid incorrectly or the amount has been too high and, as a result, an additional tax assessment is imposed on the Employer, this additional tax assessment (including any interest and penalties) shall be at the expense of the Employee.

**DECLARATION FORM  
ALLOWANCE FOR THE MEMBERSHIP COSTS RELATED TO AN  
EMPLOYEES' ORGANISATION**

To be submitted by the Employee no later than on 25 November of the relevant calendar year to the Employer

The undersigned,

.....(Employee's name)

Citizen service number (BSN): .....

- a. is with regard to his/her employment contract at ..... (Employer's name) member of ..... (Employees' organisation name) and, within this context, pays costs for membership;
- b. declares that he/she agrees with what is stated in the Payment Regulations of the membership costs for Employees who work at .... (Employer's name);
- c. declares that the costs for .... (year) that are eligible for reimbursement by virtue of these regulations amount to the following:  
costs for the memberships of the employer's name specified in a in..... (year): ..... euros;
- d. declares that he/she renounces part of his/her wage in .....(month and year) for a monetary value of the amount specified above in c;
- e. declares that he/she is aware of the fact that a timely declaration is required at his/her Employer due to the reimbursement of the costs (no later than 25 November of the relevant calendar year);
- f. declares that he/she is aware that to relinquish part of the salary may have consequences in relation to gross wage social insurances, the pension basis and holiday pay and can also have consequences in relation to income-dependent schemes;
- g. submits proof of payment as an enclosure with this form as referred to in article 2, paragraph 2, of the regulations.

Date: .....

Signature: .....

## ANNEX VII PROTOCOLS

### ARTICLE 1. CAREER DEVELOPMENT INTERVIEWS

Employers and Employees shall discuss at least the following themes regarding the sustainable employability of the Employee at least once a year in the performance, development and/or assessment interviews:

- a. Training & development
- b. Mental and physical health
- c. Motivation and enjoying the work

In these interviews, attention shall be paid to personal topics that have an impact on the sustainable employability of the Employee. An active role is expected from the Employee in these interviews. The Employer shall assist the Employee in this as much as possible.

Direct managers shall be trained by the Employer to ensure he or she is well prepared to hold the performance and/or assessment interviews and to bring the sustainable employability topic to the attention of his/her Employees appropriately and, where possible, support them.

Companies shall pursue a policy that incentivises Employees to take responsibility for their sustainable employability. If the sustainable employability of an Employee drops due to the high work pressure or physical or mental complaints, the Employer and Employee shall search for a specific solution.

### ARTICLE 2. ADVICE ABOUT THE PENSION SCHEME

Employees who are 55 or older can receive information at their request about the options in the pension scheme such as:

- a. Early retirement or partial pension
- b. Higher and lower pension and vice versa
- c. Swapping the partner pension or retirement pension.

There is, within this context, an opportunity to hold an individual meeting to discuss the personal situation. For this information provision, use is made of the pension consultants of the BPL Pension (<https://www.bplpensioen.nl/pensioenconsulenten>) or the consultant of the insurance company.

### ARTICLE 3. OCCUPATIONAL HEALTH AND SAFETY CATALOGUE/WORKING CONDITIONS

- The social partners are committed to good working conditions. A health and safety catalogue is kept by social partners in cooperation with Stigas and approved by the Labour Inspectorate. The social partners endeavour to reach agreements on information, at company level, about safe and unsafe situations in the company.
- The health and safety catalogue is published on the website <https://www.stigas.nl/agroarbo/tuinzaadbedrijven> and in the CLA app.
- There is a workgroup on the Health and Safety Catalogue that prepares changes and improvements thereto. The trade unions are represented in the workgroup.
- The social partners hold consultations with the workgroup on the Health and Safety Catalogue once a year.

## **ARTICLE 4. POLICY REGARDING EMPLOYEES WITH AN OCCUPATIONAL IMPAIRMENT**

Employers shall make every effort depending on the number of Employees to offer people with an occupational impairment a job entailing at least 25.5 hours a week. The objective is to bring the number of Employees with an occupational impairment in the Company to the following level depending on the business size:

**Business size:**

- 100-200 Employees: 2
- 200-300 Employees: 4
- 300-400 Employees: 6
- More than 400 Employees: 8

If it concerns a traineeship, the traineeship allowance shall amount to 250 euros a month. A travel allowance shall also be granted. If it concerns an employment contract, the scale for Employees with an occupational impairment shall be in force.

The Employer must carefully determine whether employment can be offered after the traineeship. Companies shall report to Plantum in writing about the realised traineeship places and the employment offered. Plantum shall subsequently report to the Employer and Employee representatives about the total achieved numbers and the gained experience.

## **ARTICLE 5. CAREER SCAN**

Employees are entitled to a career scan once every five years. The Employer and Employee shall agree on who shall carry out the scan. The consultancy organisations of the Trade Unions can also be considered within this context. The Employer shall cooperate in the implementation of the advice that emerges from the scan. The Employer may reject implementing the advice where it is important that the Employer provides arguments for the rejection.

## **ARTICLE 6. DEVELOPMENT PROTOCOL**

The Trade Unions shall, at their request, be invited for an information meeting with regard to the policy of individual companies that fall under the Collective Agreement. Plantum shall make available for this a list of members. The chairperson and secretary of the Works Council may also be present at this meeting. The information meeting may be related to the following topics:

- Sustainable employability vision development;
- Employee satisfaction survey;
- Preventive medical examinations and health examinations
- Training/accreditation of prior learning/career policy;
- Job taxation (including travel);
- The application of the pay policy for job category H in relation to overtime;
- Students becoming familiar with the sector;
- Deployment of people with an occupational impairment;
- Deployment of temporary workers.

The primacy when making agreements on a company level about these topics is with the Works Council except for the last issue.

## **ARTICLE 7. INTERNATIONAL SOLIDARITY**

Plantum promotes a policy against child labour. A "Statement against child labour" has been produced for this purpose. This Plantum Statement can be requested from the office. Plantum is organising a meeting with the trade unions and Plantum's international affairs committee on two reports to be published in 2023 by Arisa and Profundo (chain research in India on working conditions) respectively.

## **ARTICLE 8. FINANCIAL ADVICE**

Employers support Employees who have to deal with financial issues by offering a budget coach. The consultancy organisations of the Trade Unions can also be considered within this context.

## **ARTICLE 9. REGULAR CONSULTATION**

The Employees' organisations shall invite Plantum for a regular meeting. Discussions, for example, can include hiring in staff.

## **ARTICLE 10. COPING WITH GRIEF AND LOSS**

Plantum is bringing to the attention of its members the following theme: "Coping with Grief and Loss" by distributing the CNV Vakmensen.nl brochure regarding this.

## **ARTICLE 11. SUPPLEMENT FOR INCAPACITY TO WORK OF LESS THAN 35%**

Plantum will remind its members to inform their employees that the supplement of article 32 paragraph 11 applies up to the maximum premium wage as referred to in article 17 paragraph 1 of the Social Insurance Financing Act. A workgroup will discuss the text and content of Article 35 section c, Par. 10, 11,12 and 13 further in 2023 and formulate a proposal for revision of this section.

## **ARTICLE 12. COLLECTIVE AGREEMENT: TEXT AND GENERALLY BINDING DECLARATION**

A workgroup will be set up to make a proposal for the modernisation of the collective agreement text and examine whether and which articles can be considered for a generally binding declaration.

## ANNEX VIII STANDARD AND CONSULTATION REGULATIONS REGARDING WORKING HOURS

Standards	
<b>Maximum working hours</b>	
Average working hours a week per reference period	<p><i>Standard:</i> On average, 40 hours a week for every 13 weeks (excluding overtime in the sense of the law).</p> <p><i>Consultation standard:</i> On average, 45 hours a week for every 13 weeks (excluding overtime in the sense of the law).</p>
Working hours per shift	<p><i>Standard:</i> 9 hours (excluding overtime in the sense of the law).</p> <p><i>Consultation standard:</i> 10 hours (excluding overtime in the sense of the law).</p>
Working time a week	<p><i>Standard:</i> 45 hours (excluding overtime in the sense of the law).</p> <p><i>Consultation standard:</i> No standard (excluding overtime in the sense of the law).</p>
On average, working hours per 4 weeks	<p><i>Standard:</i> On average, 45 hours a week (excluding overtime in the sense of the law).</p> <p><i>Consultation standard:</i> On average, 50 hours a week (excluding overtime in the sense of the law).</p>
<b>Overtime</b>	
Overtime definition	Overtime is working longer than the “normal” statutory standard and is allowed in relation to incidental unforeseen circumstances or when the nature of the work demands this for a short period.



Standards	
Maximum working hours including overtime	<p><i>Standard:</i></p> <ul style="list-style-type: none"> <li>• 11 hours per shift;</li> <li>• 50 hours a week;</li> <li>• 45 hours on average over 13 weeks.</li> </ul> <p><i>Consultation standard:</i></p> <ul style="list-style-type: none"> <li>• 12 hours per shift;</li> <li>• 50 hours a week;</li> <li>• 48 hours on average over 13 weeks.</li> </ul>
<b>Break</b>	<b>Standard relating to administrative law</b>
Working hours per shift > 5½ hours	<p><i>Standard:</i> At least half an hour consecutively</p> <p><i>Consultation standard:</i> At least ½ an hour (to be split into twice a ¼ of an hour)</p>
working hours per shift > 8 hours	<p><i>Standard:</i> At least ¾ of an hour of which ½ an hour consecutively</p> <p><i>Consultation standard:</i> At least ½ an hour consecutively (to be split into twice a ¼ of an hour)</p>
Working hours per shift > 10 hours	<p><i>Standard:</i> At least 1 hour of which ½ an hour consecutively</p> <p><i>Consultation standard:</i> At least ½ an hour consecutively (to be split into twice a ¼ of an hour)</p>
Break time in shift	<p><i>Standard:</i> In the period of 2 hours after the start of the shift and 2 hours before the end of the shift.</p> <p><i>Consultation standard:</i> No regulation.</p>
<b>Minimum rest times</b>	
Weekly uninterrupted rest time	<p><i>Standard and consultation standard:</i> Either 36 hours per 7 x 24 hours Or 60 hours per 9 x 24 hours (once every 5 weeks to be shortened to 32 hours)</p>

<b>Standards</b>	
Daily uninterrupted rest time	<i>Standard and consultation standard:</i> 11 hours per 24 hours (1x per 7 x 24 hours to be shortened to 8 hours).
<b>Sunday work</b>	
Work prohibition and exceptions	<i>Standard and consultation standard:</i> Work is not performed on Sundays unless: <ul style="list-style-type: none"> <li>• The opposite has been stipulated and this arises from the nature of the work; or</li> <li>• The business conditions make this necessary, the participation body agrees to this and the involved Employee agrees to this in that case.</li> </ul>
Sunday provision	<i>Standard:</i> When work is performed on Sundays: at least 4 Sundays off every 13 weeks.  <i>Consultation standard:</i> When work is performed on Sundays: at least 13 Sundays off every 52 weeks (standard relating to administrative law).
<b>Additional rules in relation to night shifts</b>	
Night shift definition	A shift when work is performed entirely or partially between midnight and 6:00 am.
Average working hours a week per reference period	<i>Standard and consultation standard:</i> On average, 40 hours a week every 13 weeks.
Minimum rest after a night shift that ends after 2:00 am	<i>Standard:</i> 14 hours  <i>Consultation standard:</i> 14 hours (1x per 7 x 24 hours to be shortened to 8 hours)
Minimum rest after a series of three or more consecutive night shifts.	<i>Standard and consultation standard:</i> 48 hours

<b>Standards</b>	
Maximum working hours per night shift	<p><i>Standard:</i> 8 hours (excluding overtime in the sense of the law)</p> <p><i>Consultation standard:</i> 9 hours (excluding overtime in the sense of the law)</p>
Maximum working hours a week	<p><i>Standard:</i> 45 hours (excluding overtime in the sense of the law)</p> <p><i>Consultation standard:</i> No standard (excluding overtime in the sense of the law)</p>
On average, working hours per 4 weeks	<p><i>Standard:</i> On average, 45 hours a week (excluding overtime in the sense of the law)</p> <p><i>Consultation standard:</i> On average, 50 hours a week (excluding overtime in the sense of the law)</p>
<b>Night shift overtime</b>	
Overtime definition	Overtime is working longer than the “normal” statutory standard and is allowed in relation to incidental unforeseen circumstances or when the nature of the work demands this for a short period.
Working hours including overtime related to night shifts	<p><i>Standard:</i></p> <ul style="list-style-type: none"> <li>• 9 hours per shift;</li> <li>• 50 hours a week;</li> <li>• 40 hours on average over 13 weeks.</li> </ul> <p><i>Consultation standard:</i></p> <ul style="list-style-type: none"> <li>• 10 hours per shift;</li> <li>• 50 hours a week;</li> <li>• 40 hours on average over 13 weeks.</li> </ul>

Standards	
Maximum number of night shifts	<p><i>Standard:</i> Per 13 weeks, at most 10 night shifts every 4 weeks and 25 night shifts every 13 weeks (16 every 4 weeks if the night shifts end before or at 2:00 am).</p> <p><i>Consultation standard:</i> At most 28 night shifts every 13 weeks (52 every 13 weeks if the night shifts end before or at 2:00 am).</p>
Maximum number of consecutive night shifts	<p><i>Standard:</i> 5 (6 night shifts if all night shifts end before or at 2 a.m.)</p> <p><i>Consultation standard:</i> 7</p>
Maximum number of consecutive shifts in a series <sup>iii</sup> including night shifts	No standard
<b>On-call<sup>iv</sup></b>	
Period without being on-call	<p><i>Standard and consultation standard:</i> Per 28 24-hour periods 2 x 7 consecutive 24-hour periods</p>
On-call before and after a night shift	<p><i>Standard and consultation standard:</i> Not allowed</p>

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*The social Partners have defined sustainable deployability as a jointly set up 'social contract' between the Employer and the Employee where the goal is the Employee can experience a healthy, vital career optimally at his/her employer, and, in specific cases, at another Employer. This set-up, commitment and performance of the contract is a shared and joint responsibility.*

*ii It applies to, in particular, the larger companies that it may be advisable to set up an internal appeals committee that can process such objections and appeals. This may also be an ad hoc committee. Such a committee must have equal representation and its only goal is to monitor and verify procedural progress. The committee is not entitled to take classification decisions or to give classification recommendations.*

*iii A series of (night) shifts starts after a weekly rest period and ends when the next weekly rest period starts.*

*iv Receiving a request to attend when on-call is not a shift . The working time starts when you are requested to attend. On-call is actually nothing more than the option to put aside the rest period regulations from legislation where, however, the legal standards for being on-call must be met.*