



1 JULY 2025



CBA

**Fruit and
Vegetables
Wholesalers**

30 JUNE 2026

1 JULY 2025

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Collective
Bargaining
Agreement
for Fruit
and Vegetables
Wholesalers

CBA

30 JUNE 2026

The Collective Bargaining Agreement (CBA) has not only been updated to incorporate the agreements effective from 1 July 2025, but has also undergone a comprehensive revision. The structure has been redesigned, with more logical chapters and a clearer overall layout.

The language has been simplified and outdated terminology has been replaced. Greater emphasis has been placed on clarity and readability through the use of tables and bullet-point lists. Despite these changes, the content has largely been retained, although certain provisions have been amended to reflect new legislation.

An appendix has been added at the end of the CBA indicating where provisions from the 2024–2025 CBA can be found in this new CBA, and vice versa.

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This CBA has been extensively revised

(introduction)

This concerns a translation of the Collective Bargaining Agreement (CBA) for the Wholesale Trade in Fruit and Vegetables. If you have any questions regarding the (application of the) CBA, you can contact your employer or the trade union.

In the event of differences in text and/or interpretation between the Dutch and English versions of the CBA text, the Dutch version shall always prevail.

MORE THAN JUST AN UPDATE

- A collective bargaining agreement (CBA) must be adjusted at regular intervals. Not only in order to add new arrangements, but also to adjust existing arrangements to changing legislation.
- However, this time the changes are more extensive.

WHY?

- The CBA sets out the rights and obligations of the employer and the employee.
- In order to know what these rights and obligations are, you need to be able to find them. This means that a CBA must have a logical structure. Because a multitude of provisions had been added and deleted over the years, this logic had disappeared.
- And once you have found what you are looking for, you should also be able to understand it. However, in many places the wording was archaic and sometimes unnecessarily formal.
- Therefore the CBA parties have drastically overhauled the structure and the text.

WHAT HAS CHANGED?

- The division into chapters has been revised. The CBA now starts with the subjects that are viewed most often in practice: employment contract, working hours, income and leisure time. The other subjects - no matter how important - follow later.
- Each chapter is divided into sections and subsections, each with a title that indicates what it is about. Each subject has a section of its own (1.1, 1.2, etc.). Each subsection (1.1.1, 1.1.2, etc.) discusses an aspect of that subject. This structure makes it easier to search the text.
- Where possible, longer passages have been replaced by tables or bullet points. There are now fewer words in a sentence. This makes the text more readable. And of course the language has been modernised and simplified where possible.

CBA

- CBA provisions often involve many conditions and exceptions. This may obscure the core of the matter. In the new structure, the main features of each subject are set out first. Any details and derogations are discussed only afterwards.
- In rewriting the existing CBA arrangements, the starting point was not to change the content. Yet this was still necessary on some points. For example, because an existing provision was out of date or the legislation had changed.
- What is new is the arrangements made by the CBA parties for the period from 1 July 2025 to 30 June 2026 inclusive.

WHAT ARE YOUR VIEWS?

- You as an employer or employee will probably need to get used to this renewed CBA. Especially because many CBA provisions are now in a different place. Therefore, Appendix C contains an overview which clearly shows where 'old' CBA provisions can be found in the new set-up, and vice versa. Right at the end of the CBA you will find an index.
- We are curious to hear your views as a user. On which points do you regard the renewed CBA as an improvement? What are you less happy with, and why? Do you have any suggestions for further improvements? Feel free to submit your comments to the CBA parties. You can find our contact details on the 'Addresses' page.

Fresh Produce Centre, CNV and RMU Werknemers (CBA parties)



1. Start and end of employment

1.1 EMPLOYMENT CONTRACT

1.1.1 Main rules

- a. The employer and the employee conclude a written employment contract. Any subsequent adjustments to the employment contract are recorded in writing as well.
- b. The employer draws up the contract. He gives the employer a copy of the (adjusted) employment contract signed by both parties. This happens before or on the day when the contract takes effect.
- c. The employment contract applies for an indefinite period, unless the content shows that it applies for a definite period. See 1.1.3.

1.1.2 Content of the employment contract

- a. The employment contract will specify in any case:
 - the employer's name and place of business;
 - the job title of the person who signs the contract on the employer's behalf;
 - the employee's full first name and surname and date of birth;
 - the start date of the employment;
 - whether it is a contract for an indefinite period, for a definite period or for a specific task;
 - in the case of a contract for a definite period: the end date;
 - in the case of a contract for a specific task: how the end date is determined;
 - whether a probationary period has been agreed, and if so, the length of this period;
 - the employee's working week;
 - the employee's job title and job grade;
 - the employee's salary and the pay period applied;
 - the number of statutory holiday hours and the number of non-statutory holiday hours under this CBA;
 - participation in the pension fund under this CBA;
 - that this CBA applies to the contract.
- b. The employer will ensure that the latest text of the CBA is available to the employee.

1.1.3 Employment contract for a definite period or specific task

- a. The employment contract will only count as a contract for a definite period if it is concluded for the duration of a calendar period of no more than 12 months.
- b. The employment contract will only count as a contract for a specific task if:
 - it is concluded for a specific project or a specific situation (such as the temporary replacement of another employee); and
 - the text specifies what objectively ascertainable event will result in the end of the contract.

1.1.4 From definite period or specific task to indefinite period

- a. An employment contract for a definite period or for a specific task will change into an employment contract for an indefinite period:
 - if the conditions of 1.1.3 are not fulfilled; or
 - on the day after a chain of employment contracts has lasted for more than 24 months; or
 - when a fourth employment contract is concluded that is part of a chain of employment contracts.
- b. A chain of employment contracts consists of:
 - multiple successive employment contracts for a definite period,
 - which may be interrupted by a period of no more than six months at a time. Exceptions. The following contracts are not regarded as part of a chain:
 - employment contracts for a definite period with an employee younger than 18, in which the working week has been set at 12 hours or less; and
 - employment contracts for a definite period which were concluded in the context of training via the apprenticeship learning pathway (beroepsbegeleidende leerweg).
- c. With the period of 24 months referred to under a., the CBA derogates from Article 7:668a of the Dutch Civil Code (DCC).
- d. Exception. Once the employee has reached state pension age, only the provisions on successive employment contracts (ketenregeling) of Article 7:668a(12) DCC will apply.

1. Start and end of employment

1.1.5 Influx as employee after temporary agency work

- a. Did the employee, before entering the employer's service, work for the employer as an agency worker? If so, each temporary employment period worked for that employer will count as an employment contract for a definite period in determining the chain of 1.1.4.b.
- b. Was such a temporary employment period interrupted only by dismissal due to illness? In that case, that temporary employment period will count as one employment contract in determining the chain. The sick days will be disregarded in determining the length of that employment contract. With 1.1.5.b, the CBA derogates from Article 7:668a DCC.
- c. Did the employee, before entering the employer's service, work for the employer as an agency worker during (a chain of) more than 24 months? If so, the employment contract with the employer will count as a contract for an indefinite period.

1.1.6 Probationary period

- a. The employer and the employee may agree a probationary period. No probationary period will apply in the case of an employment contract for a definite period with a term of six months or less.
- b. The probationary period will be:
 - no more than 2 months in the case of an employment contract for an indefinite period;
 - no more than 1 month in the case of an employment contract for a definite period with a term of more than six months.

1.1.7 Adjusting the working week

- a. If the employee asks for a reduction of his working week, the employer may only refuse this request if working fewer hours is not possible within reason because of substantial business or service interests.
- b. If the employee asks for an increase in his working week, the employer and the employee may extend the working week in joint consultation.
- c. In both situations, the Flexible Working Act (Wet flexibel werken) will apply.

RECOMMENDATION: TARGET GROUP POLICY

The CBA parties recommend that employers do the following:

1. **Provide more opportunities to people with limited access to the labour market. For instance, by having them gain work experience, offering equal opportunities in recruiting and selecting staff and offering them suitable employment within the company.**
2. **Aim at a workforce in which at least 2% of the employees have a work disability.**
3. **Help achieve the sector's aim to create 100 guaranteed jobs for people pertaining to the target group of the Participation Act (Participatiewet).**

1.2 JOB CLASSIFICATION

1.2.1 Job Classification Handbook

- a. The employer classifies the employee into a particular job depending on his duties and tasks. Each job belongs to a job grade. There are nine job grades: A to I. The job grade is decisive for the salary to which the employee is entitled. The latter does not apply to:
 - auxiliary and holiday workers (see 3.4); and
 - employees under the Participation Act (see 3.5).
- b. The employer is responsible for the classification into a job and a job grade. In doing so, he follows the Fruit and Vegetables Wholesalers Job Classification Handbook (hereafter: 'the Job Classification Handbook').
- c. Figure 1.2 shows the grid with the reference jobs defined in the Job Classification Handbook and the distribution of those jobs among job grades A to I.
- d. If the employee objects to the description or classification of his job, he can make use of the objection and appeal procedure set out in the Job Classification Handbook.
- e. The Job Classification Handbook is part of this CBA and was published in Government Gazette 2021, no. 36808, 24 August 2021. The text of the handbook and the associated forms can be viewed on www.groentenfruihuis.nl. This website also contains an information leaflet: 'Introductie Functiehandboek voor de Groothandel in Groenten en Fruit voor werknemers (en werkgevers)' ('Introduction to the Fruit and Vegetables Wholesalers Job Classification Handbook for employees (and employers)').

1. Start and end of employment



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Figure 1.2 Job Classification Handbook reference jobs grid

Job grade/ORBA score	01. Production	02. Logistics	03. Commerce	04. Payroll 05. IT 06. Facility	07. QHSE 08. Support 09. Engineering 10. HR
I 190-214					
H 170 - 189,5			03.02 - Seller B 03.03 - Purchaser B 03.06 - Product Developer 03.04 - Communications Advisor	04.03 - Payroll Clerk 05.01 - System Administrator	07.02 - Quality Assurance Officer 09.03 - Head of Engineering 10.02 - HR Advisor B
G 150 - 169,5				04.02 - Administrator 06.04 - Team Leader Facility	08.02 - Executive Secretary
F 130 - 149,5	01.04 - Team Leader Production B	02.09 - Team Leader Logistics B 02.06 - Production Planner 02.05 - Distribution and Transport Planner 02.10 - Declarant			09.02 - Engineering Foreman 10.01 - HR Officer
E 110 - 129,5	01.03 - Maturation Worker	02.08 - Foreman Logistics B 02.03 - Driver International 02.07 - Staff Planner	03.01 - Customer Service Assistant 03.05 - Marketing Assistant	04.01 - Payroll Assistant B 05.02 - IT Support Assistant	07.01 - Quality Assistant B (QC/QA) 07.03 - Inspector 08.01 - Management Assistant 09.01 - Mechanic
D 90 - 109,5		02.02 - Driver National 02.04 - Planning and Control Assistant		06.03 - Facility Assistant	
C 70 - 89,5	01.02 - Operator Production B				08.03 - Telephonist/Receptionist
B 50 - 69,5		02.01 - Logistics Assistant B		06.02 - Canteen Worker	
A 0 - 49,5	01.01 - Production Worker A			06.01 - Cleaner	

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1. Start and end of employment

1.3 APPRAISAL INTERVIEW

1.3.1 At least once a year

- The employer and the employee hold an appraisal interview at least once a year. The employer takes the initiative.
- During this interview, they discuss the employee's performance and cooperation with the manager or managers. They also talk about employee's career prospects and his training needs and opportunities.
- The employer records the conclusions of the interview in writing.

1.4 WORKING FOR ANOTHER COMPANY AND WORKING IN SPARE TIME

1.4.1 Working for others

- If the employer asks the employee to work for another company, the employee will not be obliged to do so.
Exceptions. The employee will be obliged to do so:
 - if this has been agreed in his employment contract; or
 - if this is beneficial to his rehabilitation during or after illness.
- If the employee wants to do other work in his spare time, either paid or unpaid, he must inform the employer of this in advance. The employer may only refuse this if he gives an objective reason for his decision. For example, because of the Working Hours Act (Arbeidstijdenwet), safety risks, roster flexibility or a non-competition clause.

1.5 END OF EMPLOYMENT CONTRACT

1.5.1 End of employment contract for an indefinite period

- Notice of termination of an employment contract for an indefinite period is given in writing. This applies both to the employer and to the employee. In this context, they observe the notice periods specified in this CBA. See table 1.5.1.
- The notice period starts one day after the date of notice. The employment contract ends on the last day of the pay period in which the notice period ends.
- Once the employee has reached state pension age, giving notice is not compulsory and the notice periods will not apply. The employment contract will end automatically from the day on which the employee reaches state pension age.

Table 1.5.1 Notice periods for employer and employee

duration of employment	notice period for employer	notice period for employee
less than 5 years	1 month	1 month
5 to 10 years	2 months	1 month
10 to 15 years	3 months	1 month
15 years or more	4 months	1 month

1. Start and end of employment



Notes on 1.5.1

From date of notice to end date employment contract; examples based on 1 month's notice

pay period	date of notice	start of notice period	end of notice period (1 month)	end of employment contract
month	5 December	6 December	5 January	31 January
month	31 December	1 January	31 January	31 January
month	1 January	2 January	1 February *	28 February *
four weeks **	5 December	6 December	5 January	30 January
four weeks **	31 December	1 January	31 January	27 February
four weeks **	1 January	2 January	1 February	27 February

* In a leap year this is 29 February.

** In this example, the following four-week periods were applied:

- 6 December up to and including 2 January
- 3 January up to and including 30 January
- 31 January up to and including 27 February
- 28 February up to and including 25 March

1.5.2 End of employment contract for a definite period

- An employment contract for a definite period will end automatically through the expiry of that definite period.
- If the employee has an employment contract for six months or more and the end of that contract has been set at a calendar date, the employer must observe the statutory notification period. This means that he notifies the employee in writing whether he wants to continue the employment contract, and if so, under what terms. The employer must do this at least one month before the end date of the agreement. If the employer fails to do so, he must pay the employee the statutory compensation in lieu of notification. This compensation is equal to the actual salary for the period that the notification is overdue.
- The CBA supplements this statutory regulation as follows. If the employee has an employment contract for 12 months and if the employer fails to fulfil the duty of notification, the employment contract will be regarded as an extended employment contract, under the same terms and for the same period. This will only be the case if the employee:
 - has, at least one month before the end of the original employment contract,
 - asked the employer in writing for an extension of that employment contract.
- Interim termination by the employer or the employee of an employment contract for a definite period will only be allowed:
 - if this option was documented at the time when the employment contract was concluded;
 - subject to one month's notice; and
 - if the statutory rules on dismissal are applied.

1.5.3 End of employment contract for a specific task

- An employment contract for a specific task will end automatically at the moment when the objectively ascertained event specified in the contract has occurred. See 1.1.3 under b.

1.5.4 Holiday (allowance) and end of employment contract

- Taking holiday hours during the statutory notice period will be allowed if:
 - the employee requests this; and
 - this is not in conflict with the business interest.
- If the employee is still entitled to holiday hours and/or holiday allowance at the end of the employment contract, the employer will make a payout.

1. Start and end of employment



1.5.5 Transition payment

- a. If the employee is eligible for a transition payment under Article 7:673 DCC, the employer will not be allowed to deduct training costs from this payment in case of:
 - the employee's forced redundancy in connection with a reorganisation; or
 - the employee's involuntary departure.
- b. An example of involuntary departure is the employer's refusal to extend an employment contract for a definite period, against the employee's wishes. There will be no involuntary departure if an employment contract is terminated by mutual consent.
- c. With the prohibition under a., the CBA derogates from Article 7:673(6) DCC.

1.5.6 Unemployment

- a. If it is the employer who gave notice of termination, the employee will be entitled to a total of 5 hours of short-term leave of absence for finding a new employer. This is subject to the following conditions:
 - immediately before notice was given, the employee had been in the employer's service for an uninterrupted period of at least 6 weeks;
 - the employee complies with the obligations laid down in 4.3.2;
 - the employer continues paying the actual salary plus fixed allowances during this short-term leave of absence.
- b. The CBA parties have agreed a scheme to supplement the unemployment benefits. This is the Private Supplementation of Unemployment and/or Disability Benefits (PAWW). The sector's participation in the PAWW during the period 2022-2027 has been laid down in the combined CBA 'Services in the non-public and non semi-public domain' (4.08). The employer registers for the PAWW via www.spaww.nl. He ensures that contributions are paid in time. In 2025, the PAWW contribution amounts to 0.1% of the employee's actual annual salary. The contribution is paid by the employer. Each pay period, the employer deducts a proportional part of the annual contribution from the employee's salary. If the employee's unemployment benefits come to an end, the employee may be eligible for a supplement under the PAWW. See www.spaww.nl.

1.5.7 Death

- a. The employment contract will end automatically if the employee dies.
- b. The employer will pay the employee's surviving relatives:
 - the actual salary, the allowances and reimbursements and the value of unused holidays to which the employee was entitled until his death, insofar as these have not been paid previously;
 - a one-off death benefit in accordance with Article 7:674 DCC. In derogation from that article, the amount of the death benefit will be equal to:
 - the actual salary plus fixed allowances (with the holiday allowance being paid) to which the employee was entitled immediately prior to his death,
 - to be calculated over the period from the day after the employee's death up to and including the last day of the second calendar month thereafter.

The one-off benefit is legally exempt from payroll tax.



2. Working week and working hours

2.1 INTRODUCTION

2.1.1 To whom does this chapter apply?

- a. This chapter applies to:
 - employees who have been classified into job grades A to G;
 - employees who are auxiliary or holiday workers; and
 - employees under the Participation Act.
- b. Exceptions. The following provisions apply to all employees:
 - 2.3.8 Working on public holidays and
 - 2.4.4 Additional hours when working part time, except for the additional hours allowance under 2.4.4 c, which does not apply to job grades H and I.

2.2 WORKING WEEK

2.2.1 Normal working week

- a. The normal working week (on a full-time basis) is 38 hours on average.
- b. The working time per day will never be less than 3 hours.

2.2.2 Flexible rostering

- a. The employer may roster the normal working week in a flexible manner. In doing so, he will adhere to table 2.2.2.
- b. The employer notifies the employee about the number of hours per week and the associated roster for the period of flexible rostering. He does this at least one pay period before the start of the period of flexible rostering. The minimum notification period is four weeks.
- c. In case of flexible rostering, the number of hours worked may vary per pay period. For each pay period, the employer will pay at least the salary for the working week specified in the employee's employment contract.
- d. It may be that, at the end of the maximum period of 3 and 6 months respectively shown in table 2.2.2, it appears that the employee worked more hours than ($\frac{1}{4}$ year x 7.6 hours per day x the number of annual workable days) and ($\frac{1}{2}$ year x 7.6 hours per day x the number of annual workable days) respectively. In that case, the employee will be entitled to subsequent payment of these extra hours at the actual hourly salary. Only when these hours are overtime or additional hours will the employee be entitled to the overtime or additional hours allowance. The number of annual workable days in 2025 and 2026 is 261.

Table 2.2.2 Flexible rostering

normal working week	flexible rostering weekly minimum *	weekly maximum *	maximum period
38 hours on average	36 hours	40 hours	3 months
38 hours on average	34 hours	42 hours	6 months

* Distributed over five days.

2.2.3 Full-time, part-time and extended working week

- a. In this CBA, full-time (work) means: a working week of 38 hours on average (the normal working week). This CBA assumes that the employee works full-time.
- b. In this CBA, part-time (work) means: a working week which is shorter than 38 hours on average pursuant to the employment contract. For employees working part-time, the employment conditions under this CBA apply in proportion to their working week, unless expressly stated otherwise. Regardless of their work pattern, these employees are entitled to the statutory minimum hourly wage applicable to them for each hour worked. A CBA provision that applies only to part-time employees is the provision on additional hours. See 2.4.4.
- c. In this CBA, an extended working week means: a working week which is longer than 38 hours on average pursuant to the employment contract. For the employees involved, the employment conditions under the CBA apply in proportion to their working week. This means, for example, that these employees also accrue holiday rights and holiday allowance in relation to these extra hours. With regard to overtime work, these employees are subject to the same rules that apply to full-time employees (see 2.4.1). Among other things, this means that all hours above the limit of 38 hours on average per week count as overtime. In the event of flexible rostering, 2.4.1.c will apply.

2.3 WORKING HOURS

2.3.1 Who sets the working hours?

- a. The employer sets the employee's working hours.
- b. If the employer wants to change the existing working hours arrangement, the employee participation body must consent to this. If there is no employee participation body, at least 75% of the employees whose working hours are changing will have to consent.

2.3.2 The normal working hours

- a. The normal working hours fall within the following parameters:
 - a five-day working week from Monday to Friday; or
 - if the conditions of 2.3.3 are met, a five-day working week in the period from Monday to Saturday;
 - on Monday to Friday between 06:00 and 19:00 hours, and
 - on Saturday between 06:00 and 15:00 hours.
- b. Exceptions.
 - If the employee's five-day working week includes Saturdays, or if he only works on Saturdays, the normal working hours on a Saturday for this employee will be between 06:00 and 19:00 hours.
 - For wholesale companies based at a wholesale market with pick-up customers, the normal working hours on Monday to Saturday start at 05:00 hours.
- c. The normal working hours do not apply to drivers. See 2.3.5.

2.3.3 Working on Saturdays

- a. The employer may roster the employee on Saturdays within the normal working week. This is subject to the following conditions:
 - for job grades A and B:
 - if the operating conditions require this in the employer's view; and
 - up to a maximum of 26 Saturdays per year;
 - for job grades C to G:
 - if the seasonal or industrial nature requires this in the employer's view;
 - after consultation with the employee; and
 - up to a maximum of 35 Saturdays per year.
- b. The limitations to working on Saturdays do not apply to drivers. See 2.3.5.

2.3.4 Working on Sundays

- a. No work is done on Sundays, unless the nature of the employer's operations requires this.
- b. If work needs to be performed on a Sunday, the employer must adhere to the Working Hours Act. See www.rijksoverheid.nl

2.3.5 Working hours for drivers

- a. Each week, the driver may:
 - work a maximum of 60 hours,
 - with an average of 48 hours, measured over a six-month period.
- b. During a period of 24 consecutive hours, counting from the start of the shift, the driver may:
 - work a maximum of 12 hours; or
 - work a maximum of 10 hours, if he works any time between 01:00 and 05:00 hours.

2. Working week and working hours

2.3.6 Exceptional working hours: allowances

- a. Exceptional working hours are working hours:
 - within the normal working week,
 - which fall outside the normal working hours referred to in 2.3.2.
- b. Does the employee work during irregular working hours at the employer's request? If so, he will be entitled to an allowance as shown in table 2.3.6 for each hour worked. This irregular working hours allowance equals a percentage of the actual hourly salary, plus - where applicable
 - the pay grading allowance under 3.3.3.
- c. This allowance is paid out no later than in the next pay period after the irregular working hours were worked.
- d. Does the employee systematically work shifts? That is: in a rotation system based on a duty roster with at least two shifts between 00:00 and 24:00 hours, 5 days per week or 10 days per two weeks? And are two shifts at least eight hours apart? If so, the irregular working hours allowance will be taken into account in calculating the pension accrual.
- e. Exception. Drivers are entitled (only) to the irregular working hours allowance for the hours they work on a Sunday.

Table 2.3.6 Exceptional working hours allowance

	Monday to Friday	Saturday	Sunday
00:00 hours 06:00 hours	40% *	40% *	100%
06:00 hours 15:00 hours 19:00 hours		25% **	
19:00 hours 23:00 hours	25%	25%	
23:00 hours 24:00 hours	40%	100%	40%

* This allowance applies until 05:00 hours for wholesale companies based at a wholesale market with pick-up customers.

** This allowance will not apply if the Saturday is part of the employee's five-day working week, or if the employee only works on Saturdays.

2.3.7 Night work

- a. In this CBA, night work means: working between 00:00 and 06:00 hours.
- b. The statutory rules on night work are set out in the Working Hours Act. The rules for employees younger than 16 are set out in the Further Regulations on Child Labour (Nadere regeling kinderarbeid). See www.rijksoverheid.nl (search terms: 'working hours').
- c. In addition, this CBA provides the following. If the employee is within 5 years of reaching state pension age, the employer will exempt him from night work on request. The employer may oblige him to work nights only if there is a substantial business interest.

2.3.8 Working on public holidays

- a. If the employer considers it necessary that the employee works on a public holiday recognised by the CBA as referred to in 4.2.1, the employee will be entitled to the following public holiday pay:
 - For hours worked on a public holiday that does not fall on a Sunday:
 - a public holiday allowance equalling 100% of the actual salary, plus - where applicable - the pay grading allowance under 3.3.3, plus
 - a number of hours off in lieu that is equal to the number of hours worked.
 - For hours worked on a public holiday that falls on a Sunday:
 - a public holiday allowance equalling 200% of the actual salary, plus - where applicable - the pay grading allowance described in 3.3.3, plus
 - a number of hours off in lieu that is equal to the number of hours worked.
- b. If the employee receives a public holiday allowance, he will not be entitled to irregular working hours allowance under 2.3.6.

2.4 OVERTIME AND ADDITIONAL HOURS

2.4.1 What is overtime?

- a. The employee works overtime insofar as he works more than 38 hours on average per week during a pay period.
- b. For international drivers, overtime is only involved if the driver works more than 76 hours during a two-week period. The employer will notify the relevant drivers in advance what two-week period is applied in this context.
- c. If the employee works in accordance with a flexible roster as set out in 2.2.2, he will work overtime insofar as he works more hours than specified in the full-time weekly roster previously announced by the employer.
- d. Overtime is only involved if the employee works extra hours at the employer's request.

2.4.2 When mandatory?

- a. Employees will be obliged to work overtime if the employer requests this.
- b. This obligation will not apply:
 - if the employee is aged 50 or older,
 - during night work as described in 2.3.7, or
 - if the employee has already done 80 hours of overtime work in a quarter, or has already done 208 hours of overtime work in a calendar year.

2.4.3 Overtime allowance

- a. Employees who work overtime are entitled to the overtime allowance.
Exception. The hours worked on Sundays and public holidays are disregarded in determining the number of overtime hours on a monthly or four-week basis.
- b. The overtime allowance per hour of overtime work consists of:
 - one hour's actual salary, plus - where applicable - the pay grading allowance under 3.3.3 and the appreciation allowance under 3.6.9 or one hour of time off in lieu, and
 - an overtime allowance in time or money of 35%.
- c. Although overtime should preferably be compensated in time off in lieu, the employer and the employee may opt for a monetary compensation in consultation.
- d. In the event of time off in lieu, the employer and the employee decide in consultation when this time off will be taken.
- e. If the time off in lieu is not taken before 1 April of the next calendar year, the employer will pay a monetary compensation retrospectively.
- f. The employer may arrange a maximum number of overtime hours with the employee which will be compensated in time off in lieu. Hours worked in excess of that maximum will be compensated in money. The employer will lay down this arrangement in the employment contract or the company regulations.
- g. Exception to the rules under 2.4.3. The employer applies a separate overtime allowance scheme for the drivers at his company. This scheme has to meet the following conditions:
 - the allowance is at least 30% for the first seven overtime hours per week and at least 50% from the eighth overtime hour;
 - the allowance is paid out in time off or in money;
 - the result must be at least equal to that of the standard scheme under 2.4.3.
- h. Insofar as the employer and the employee opt for a monetary overtime compensation, this will be paid no later than in the next pay period after the overtime hours were worked.

2. Working week and working hours

2.4.4 Additional hours when working part-time

- a. If the part-time employee works more hours than specified in his employment contract, those extra hours will count as additional hours to the extent that, as a result, he does not work more than 38 hours per week on average during a pay period.
- b. If the part-time employee works in accordance with a flexible roster as set out in 2.2.2, the extra hours will count as additional hours to the extent that, as a result, he does not work more than the hours specified in the full-time weekly roster previously announced by the employer.
- c. Employees who work additional hours are entitled to the additional hours allowance. For each hour of additional work, this allowance consists of:
 - one hour's actual salary, plus - where applicable - the job grading allowance under 3.3.3, the pay grading allowance under 3.3.3 and the appreciation allowance under 3.6.9, and
 - from 1 January 2026: an additional hours allowance of 2.23%. This allowance does not apply to employees in job grades H or I.
 Furthermore, additional hours are disregarded in the calculation of:
 - the accrual of holiday entitlement, holiday allowance and pension;
 - the continued payment of salary during illness, based on the average number of additional hours in the preceding 52 weeks.
- d. The additional hours allowance is paid out no later than in the next pay period after the additional hours were worked.
- e. Additional hours are only involved if the employee works extra hours at the employer's request.

2.5 BREAKS

2.5.1 The rules

- a. The statutory rules on (working and) rest times are set out in the Working Hours Act. See www.rijksoverheid.nl (search terms: 'breaks and rest times').
- b. For each working day of no more than 7.6 hours, the employer may roster a maximum of 1 hour in breaks. This means a weekly maximum of 5 hours, even if the employee works more than 5 days in that week. Within these limits, breaks count as time not worked and the employee is not entitled to continued payment of his salary.
- c. If the employer opts for more hours of break time, the employee will be entitled in respect of those extra hours to continued payment of his actual salary, plus - where applicable - the job grading allowance under 3.3.3, the pay grading allowance under 3.3.3 and the appreciation allowance under 3.6.9. If these extra break hours are taken during irregular working hours as described in 2.3.6, the continued payment of salary will also include the irregular working hours allowance.
- d. If a working day is longer than 7.6 hours, the employer may include an extra break, without this break counting as time worked and/or entitling the employee to continued payment of salary.
- e. If the employee is working away from his place of work, and takes his breaks on site, these breaks together will count as breaks totalling 1 hour per day and 5 hours per week, unless the employee or the employer demonstrates that this was different.
- f. The number of hours referred to under b. to e. inclusive apply in full to part-time work.



3.1 SALARY: INTRODUCTION

3.1.1 General

- a. The employer determines the employee's salary on the basis of:
 - the job grade applicable to the employee;
 - the salary tables shown in 3.2 and Appendix A, and
 - the rules of 3.3.
 Exceptions.
 - For auxiliary and holiday workers, the employer determines the salary in accordance with the rules set out in 3.4.
 - The salary of employees under the Participation Act is determined in accordance with the rules set out in 3.5.
- b. All salary amounts in this CBA are gross amounts. The monthly and four-weekly salaries are based on the normal working week of 38 hours on average.
- c. Relationship with the statutory minimum wage.
 - It may be that, following an increase in the statutory minimum wage, a salary based on the CBA is below the level of the statutory minimum wage. In that case, the employee will be entitled to payment of the statutory minimum wage.
 - Employees who receive a four-weekly salary are entitled to at least 4 weeks x 38 hours per week x the statutory minimum wage per hour in each pay period. It may be that, after the end of the calendar year, it appears that the salary paid to the employee in that calendar year was less than 7.6 hours per day x the number of annual workable days x the statutory minimum wage per hour. In that case, the employee will be entitled to subsequent payment of the difference at the actual hourly salary. Insofar as overtime or additional hours are involved, the employee will be entitled to the overtime or additional hours allowance. The number of annual workable days in 2025 and 2026 is 261.

3.1.2 Salary tables for job grades A to I

- a. The tables of 3.2 and Appendix A show the salaries to which employees in job grades A to I are entitled at the very least.
- b. The hourly salaries are shown in 3.2. The monthly and four-weekly salaries are based on these amounts. They are shown in Appendix A. How hourly salaries are converted into monthly and four-weekly salaries is explained in Appendix A.

3.1.3 General salary increases during this CBA period

- a. During this CBA period, the following general salary increases apply to employees in job grades A to I:
 - from 1 July 2025: at least 1.1%, and
 - from 1 January 2026: 2%.
- b. The salary increases under a. apply to:
 - the hourly salaries under 3.2 and have been included in those tables; they have been converted into the monthly and four-weekly salaries in Appendix A;
 - the employee's actual salary.
- c. The following applies with regard to above-scale employees, that is, employees who have not been classified into job grades A to I and who are not auxiliary workers, holiday workers or employees under the Participation Act.
 - These employees are entitled to at least half of the salary increases under 3.1.3.a.
 - If in any year these employees receive a profit-sharing distribution, or a profit-related or turnover-related bonus, the employer may reduce that payment by the structural salary increase for that year.

3.2 HOURLY SALARY FOR JOB GRADES A TO I

Table 3.2.1 Hourly salaries from 1 July 2025

job grade	A	B	C	D	E	F	G	H	I
0 years of service	14,40	15,25	16,10	16,95	17,80	18,64	19,55	21,03	22,20
1 year of service	14,72	15,61	16,49	17,37	18,19	19,00	19,96		
2 years of service	15,04	15,97	16,88	17,81	18,59	19,37	20,42		
3 years of service	15,37	16,34	17,29	18,25	19,00	19,73	20,83		
4 years of service	15,71	16,72	17,70	18,71	19,42	20,10	21,25		
5 years of service	16,06	17,11	18,13	19,18	19,85	20,47	21,70		
6 years of service	16,41	17,51	18,56	19,66	20,28	20,82	22,11		
7 years of service					20,73	21,20	22,53		
8 years of service					21,18	21,54	22,96		
9 years of service						21,91	23,39		
10 or more years of service						22,28	23,82	26,83	29,27

The salaries framed in bold in the salary tables are adjusted starting salaries.

Table 3.2.2 Hourly salaries from 1 January 2026

job grade	A	B	C	D	E	F	G	H	I
0 years of service	14,71	15,56	16,42	17,29	18,16	19,02	19,94	21,45	22,65
1 year of service	15,01	15,92	16,82	17,72	18,56	19,38	20,36		
2 years of service	15,34	16,29	17,22	18,16	18,96	19,76	20,83		
3 years of service	15,68	16,67	17,63	18,62	19,38	20,13	21,24		
4 years of service	16,02	17,06	18,06	19,08	19,81	20,50	21,68		
5 years of service	16,38	17,45	18,49	19,56	20,24	20,88	22,13		
6 years of service	16,74	17,86	18,93	20,05	20,69	21,23	22,55		
7 years of service					21,14	21,62	22,98		
8 years of service					21,61	21,98	23,42		
9 years of service						22,35	23,86		
10 or more years of service						22,73	24,30	27,37	29,85

3.3 STRUCTURE OF THE SALARY TABLES FOR JOB GRADES A TO I

3.3.1 Employees in job grades A to G

- a. If the employee has been classified into job grades A to G, he will be entitled to the salary scale corresponding to his number of years of service. The number of years of service is equal to the number of 12-month periods in which the employee was classified in a particular job grade.
- b. The employer determines the number of years of service on 1 January of each year.
- c. If the employee is moved to a higher job grade, the employer will award him the number of years of service of which the salary level immediately follows the salary level to which the employee was entitled until then. If the move to a higher job grade takes effect on 1 January, the employer will determine the number of years of service based on the lower job grade, and only afterwards the number of years of service based on the higher job grade.
- d. If the employee's performance is unsatisfactory, the employer may decide not to award him an extra year of service. The employer may do this if the following conditions are fulfilled:
 - The employee has been classified into any of job grades A to G.
 - The employer uses an appraisal system that has been approved by the Works Council or the CBA Committee (see Appendix B under B.5).
 - The employee's performance was rated unsatisfactory in at least two appraisal interviews. These interviews must have been held within one calendar year. The employer has drawn up a written report and given one copy to the employee.
- e. Transitional scheme. If on 30 June 2025 an employee aged 18, 19 or 20 was classified in job grades A to C in the pay scale for 20-year-olds with 0 or 1 years of experience (as laid down in Government Gazette 2025, 9770), this employee will be moved as at 1 July 2025 to the step of 0 years of experience in the job grade applicable to him.

3.3.2 Employees in job grades H and I

- a. The employer determines the salary of employees in job grades H and I once a year, until the maximum amount of the job grade has been reached. He does so as follows:
 - in consultation with the employee, in accordance with table 3.3.2; this happens if the employer has an appraisal system and/or annually holds an appraisal interview with the employee in which the career opportunities, training needs and training opportunities are discussed; or
 - automatically, if the employer has not held an appraisal interview with the employee in a calendar year; in that case, the salary increase will be one tenth of the difference between the minimum and maximum salaries of the job grade.

Table 3.3.2 Salary progression based on appraisal system and/or appraisal interviews

job / salary grade	employee's performance	progression as a % of the average of initial and final salaries of the salary grade
H	normal or good	at least 2.5%
	demonstrably unsatisfactory	0%
I	normal or good	at least 2.8%
	demonstrably unsatisfactory	0%

3. Income



3.3.3 Transitional scheme of Job Classification Handbook

- a. The job grading system for the sector is based on the Job Classification Handbook that has been in force since 1 January 2001 (see 1.2.1). The employer applies this system in any case to jobs which have been classified or reclassified on or after that date. The transitional scheme of the Job Classification Handbook ensures that the employee concerned will in any case continue receiving the salary to which he was entitled immediately before the new classification (his old salary).
- b. This transitional scheme applies to employees who were in the employer's service on the date of the new classification and the preceding day.
- c. The arrangement was drawn up for the following three situations:
 - The employee's old salary is lower than the salary to which he is entitled based on the new classification: the employer increases the old salary in one go to the new level.
 - The employee's old salary lies between the minimum and maximum amounts of the new job grade: the employer assigns him to the pay scale within that job grade of which the level immediately follows that of the old salary.
 - The employee's old salary is higher than the maximum amount of the new job grade: the employer assigns him to the maximum amount of this job grade and pays him a job grading allowance in each pay period.
- d. The job grading allowance:
 - bridges the gap between the maximum amount of the new job grade and the old salary; and
 - grows in line with the general salary increases under this CBA. Salary increases in euros will be on top of the sum of the actual salary and the job grading allowance.
- e. The entitlement to the job grading allowance will lapse when:
 - the employee reaches state pension age; or
 - the employer moves him to a higher job grade.

Exception. If the employee is moved to a higher job grade, he will remain entitled to an allowance for as long as the old salary is higher than the maximum amount of that higher job grade. In that case, the employer will adjust the level of the allowance in accordance with subsection d.
- f. The employer may replace the job grading allowance by a pay grading allowance. However, he may only do so if this has no adverse financial effect for the employee.

- g. The job grading and pay grading allowances are both taken into account in calculating the holiday allowance, the salary during the first two years of illness and the pre-pension payment. A pay grading allowance is also taken into account in calculating the allowances for overtime, irregular working hours and public holidays.
- h. Does the employer or the employee believe that the transitional scheme has particularly undesirable results in his specific situation? And are the employer and the employee unable to agree on a solution? In that case, the employer or the employee may submit the situation to the CBA Committee. See Appendix B to this CBA. If both parties agreed to this in advance, the Committee will give a binding decision.

3.4 SALARIES OF AUXILIARY AND HOLIDAY WORKERS

3.4.1 Statutory minimum wage with top-up

- a. Auxiliary and holiday workers are entitled to a salary as shown in tables 3.4.1 and 3.4.2 that corresponds to their age.
- b. The hourly salary is equal to the statutory minimum hourly wage for the employee's age plus €2.00. The monthly salary is equal to the hourly salary x 38 hours x 52 weeks, divided by 12 months. The four-weekly salary is equal to the hourly salary x 38 hours x 52 weeks, divided by 13 four-week periods.
- c. The salaries of these employees follow the six-monthly adjustments to the statutory minimum wage. The current salaries for auxiliary and holiday workers can always be found on www.groentenfruihuis.nl (search terms: 'wage tables').
- d. Transitional scheme. The collectively agreed scheme for auxiliary and holiday workers applies with effect from 1 July 2025. If an employee aged 15 to 17 was already working for the employer on 30 June 2025 in a position which in terms of substance corresponded to that of an auxiliary or holiday worker, and at that time earned a salary that was higher than the CBA pay scale as at 1 July 2025, he will be entitled as an auxiliary or holiday worker as at 1 July 2025 to at least his actual salary as at 30 June 2025 plus the general salary increases described in 3.1.3.
- e. When the auxiliary or holiday worker reaches the age of 18, he will no longer be an auxiliary or holiday worker within the meaning of this CBA. From that moment, he will be entitled to a salary as shown in 3.1.2.

Table 3.4.1 Salaries of auxiliary and holiday workers from 1 July 2025

age	hourly salary	monthly salary	four-weekly salary
15 years	6,32	1.040,69	960,64
16 years	6,97	1.147,73	1.059,44
17 years	7,69	1.266,29	1.168,88

Table 3.4.2 Salaries of auxiliary and holiday workers from 1 January 2026

age	hourly salary	monthly salary	four-weekly salary
15 years	6,41	1.055,51	974,32
16 years	7,07	1.164,19	1.074,64
17 years	7,81	1.286,05	1.187,12

3.5 SALARIES OF EMPLOYEES UNDER THE PARTICIPATION ACT

3.5.1 Separate salary tables

- a. Employees under the Participation Act are entitled to a salary as shown in tables 3.5.1 and 3.5.2.
- b. These salaries start at 100% of the statutory minimum wage and go up to 120% of this minimum wage. They follow the six-monthly adjustments to the statutory minimum wage. These adjustments are implemented as follows:
 - the monthly and four-weekly amounts for 0 years of experience are calculated using the methodology of the statutory minimum hourly wage, that is, the amount is calculated on the basis of the number of annual workable days. The number of workable days in 2025 and 2026 is 261;
 - the monthly amounts are rounded to whole euros; for 0 years of experience, the amounts are always rounded up;
 - the four-weekly amounts are equal to the unrounded monthly amount multiplied by 12 and divided by 13, whereby the outcome is rounded up to the nearest €0.10.
- c. In addition, the salaries of employees under the Participation Act increase by 2.5% per year of experience. In this context, a year of experience is a period of 12 months in which the employee under the Participation Act has worked in the sector. The employer determines this number of years of experience on 1 January of each year.
- d. The current salaries for employees under the Participation Act can always be found on www.groentenfruihuis.nl (search terms: 'wage tables').

Notes on 3.5.1

TARGET GROUP OF PARTICIPATION ACT

The salary tables in 3.4.1 apply only to employees under the Participation Act, as described in 9.2.

The employer may not use them for other target groups, such as:

- employees with an occupational disability outside the target group of the Participation Act, such as persons receiving benefits under the Wajong scheme;
- employees with an occupational disability who can earn the statutory minimum wage independently; and
- other groups of employees with limited access to the labour market, such as older employees or long-term unemployed persons.

Table 3.5.1 Salaries for employees under the Participation Act from 1 July 2025

Years of experience	hourly salary	monthly salary*	four-weekly salary*
0 (100% minimum wage)	14,40	2381	2.197,30
1	14,76	2441	2.252,80
2	15,13	2502	2.309,20
3	15,51	2564	2.366,90
4	15,90	2628	2.426,10
5	16,30	2694	2.486,70
6	16,70	2761	2.548,90
7 or more (120% minimum wage)	17,28	2857	2.637,50

Table 3.5.2 Salaries for employees under the Participation Act from 1 January 2026

Years of experience	hourly salary	monthly salary*	four-weekly salary*
0 (100% minimum wage)	14,71	2432	2.244,60
1	15,08	2493	2.301,10
2	15,46	2555	2.358,60
3	15,84	2619	2.417,60
4	16,24	2684	2.478,00
5	16,65	2752	2.540,00
6	17,06	2820	2.603,50
7 or more (120% minimum wage)	17,66	2918	2.694,00

* Method of calculating monthly salary: $1/12 \text{ year} \times (7.6 \text{ hours per day} \times \text{the number of annual workable days} \times \text{the minimum hourly wage})$. Method of calculating four-weekly salary: $1/13 \text{ year} \times (7.6 \text{ hours per day} \times \text{the number of annual workable days} \times \text{the minimum hourly wage})$.

3.6 ALLOWANCES AND BONUSES

3.6.1 Working week and working hours

- a. The allowances and bonuses for deviations from the working week or working hours are described in:
- 2.3.6: Exceptional working hours: allowances;
 - 2.3.8: Working on public holidays;
 - 2.4.3: Overtime allowance;
 - 2.4.4: Additional hours when working part-time.

3.6.2 Drivers: claim-free record

- a. The employer may pay drivers a no-claims bonus. In that case, the rules set out under b. to e. will apply.
- b. The bonus is a percentage of the employee's actual salary.
- c. The employer assesses every three months whether the employee had a claim-free record in the preceding 24 or 12 months.
- d. The bonus will be 4% if, for 24 months, the employee:
- did not cause damage to his vehicle or to third parties; and
 - took exemplary care of the vehicle, so that repairs outside normal maintenance were never required.
- e. The bonus will be 3% if the employee:
- is not eligible for the above-mentioned bonus;
 - but, for at least 12 months:
 - did not cause damage to his vehicle or to third parties; and
 - took good care of the vehicle, so that repairs outside normal maintenance were hardly ever required.

3.6.3 Drivers: subsistence expenses

- a. For each foreign trip, international drivers are entitled to a fixed amount for subsistence expenses per 24 consecutive hours, being €59.40 net. In this context, subsistence expenses are the costs of meals, other refreshments and sanitary facilities.
- b. Other drivers are entitled to reimbursement of the subsistence expenses they actually incurred.

3.6.4 Physiotherapy

- a. The employer will reimburse the costs of physiotherapy which the employee incurs. He will do so insofar as:
- the occupational physician considers the treatment necessary;
 - the costs are not covered by the employee's health insurance; and
 - the employee has claimed back the costs from the employer.

3.6.5 Commuting expenses

- a. The employer pays the employee a commuting allowance of at least €0.18 per kilometre for each working day.
- b. This is subject to the following conditions:
- the employee lives more than 10km away from his place of work;
 - the employer pays the allowance for a distance of no more than 30km one way for each working day, including the first 10km;
 - the distance in kilometres is the shortest route according to an official route planner, such as ANWB Routeplanner or Google Maps;
 - the employer does not himself organise and fund the commuting, or not in full;
 - if the employee moves house and this causes the commuting distance to change, the employer will adjust the allowance accordingly.

3.6.6 Internship allowance

- a. Interns receive an internship allowance of at least €300.00 per month. This amount applies for a full-time week of internship, with the internship being part of a degree programme at a university or a university of applied sciences, or an apprenticeship learning pathway as part of senior secondary vocational education.

3. Income



3.6.7 Holiday allowance

- a. The employee is entitled to a holiday allowance of 8% per year. The employer opts for accrual of the allowance per calendar year or per holiday year (the period from 1 May to 30 April inclusive of the following year).
- b. The employer pays the holiday allowance annually between 1 May and 1 July.
- c. If the employee was in the employer's service for only a part of the accrual year, he accrues holiday allowance only over that period.
- d. The allowance is accrued on:
 - the actual annual salary (9.2) or - if the employee takes part in the older employees leave scheme - the vitality salary (6.2.3);
 - the irregular working hours allowance (2.3.6);
 - the additional hours (2.4.4);
 - the salary relating to extra break hours in accordance with 2.5.1;
 - the job grading allowance (3.3.3);
 - the pay grading allowance (3.3.3); and
 - the supplement in the event of partial incapacity for work (5.3.1).
- e. The holiday allowance will never be lower than the holiday allowance under Article 16(2) of the Minimum Wage and Minimum Holiday Allowance Act (Wet minimumloon en minimumvakantiebijslag). See www.rijksoverheid.nl (search terms: 'minimum wage').

3.6.8 Trade union contribution

- a. The employee can have an amount equalling his trade union contribution deducted from his gross salary. The scheme works as follows:
 - the employee provides the employer with an annual statement of the trade union contribution he has paid;
 - the employer deducts the trade union contribution paid from the employee's gross salary; he does so either once a year or distributed over all the pay periods of that year;
 - subsequently the employer pays out the trade union contribution to the employee as a net amount.
- b. This scheme leaves the employee with a net advantage, because he pays less payroll tax. The reduction of the gross salary has (limited) consequences for the income claims based on the gross salary.

3.6.9 Appreciation allowance

- a. If the employee has been classified into job grades A to G, the employer may award the employee an appreciation allowance.
- b. An appreciation allowance is a fixed allowance per pay period. The allowance is a maximum of 10% of the employee's actual salary. The appreciation allowance counts towards the actual salary plus fixed allowances as referred to in 9.2.
- c. The allowance is included in the basis for:
 - the irregular working hours allowance under 2.3.6;
 - the allowance for working on public holidays under 2.3.8;
 - the general salary increases in accordance with 3.1.3;
 - the holiday allowance under 3.6.7; and
 - the calculation of the vitality salary under 6.2.3.With regard to an appreciation allowance that took effect before 1 July 2024, this will only be the case if the employer and the employee agreed this at the time. If the allowance was agreed on or after 1 July 2024, this will be the case unless the employer and the employee expressly ruled this out when the allowance took effect.

3.7 PAYOUT

3.7.1 What are the rules?

- a. The employer pays out the salary every pay period.
- b. For each salary payment, the employer provides the employee with a salary slip. This salary slip is in hardcopy format or - if the employee has consented to this - in digital format. The salary slip must comply with Section 7:626 DCC. It should in any case contain the following details:
 - the employer's name;
 - the period to which the payment relates;
 - the length of the working week;
 - the number of paid hours;
 - the gross total amount, broken down into salary, allowances, supplements and other remunerations;
 - the gross statutory minimum wage to which the employee is entitled;
 - the statutory and other deductions;
 - the net amount to be paid out; and
 - whether there is a written employment contract for a definite or an indefinite period, or an on-call contract as referred to in Article 7:628a(9) and (10) DCC.
- c. The allowances and bonuses described in 3.6 are paid out no later than in the next pay period after the employee became entitled to these payments. Exception. The holiday allowance is paid out once a year.

3.8 PENSION

3.8.1 Mandatory

- a. Membership of the PGB Pension Fund (hereafter: 'the pension fund') is mandatory for the employee. The employee is obliged to take part in the pension scheme of this fund.
- b. These obligations will apply for as long as an order for mandatory participation from the Minister of Social Affairs and Employment is in force and the employer is subject to that order.
- c. How exactly these matters are arranged is set out in the pension fund's articles and regulations.

3.8.2 Content of pension scheme and contribution

- a. The pension scheme comprises a retirement pension and a surviving dependants' pension, among others.
- b. The pension contribution and its apportionment between the employer and the employee is redetermined every year. The employer deducts the employer's share from the employee's gross pensionable salary.
- c. Information on the content of the pension scheme can be found on www.pensioenfondspgb.nl

3.8.3 Registration

- a. When the employment contract is concluded, the employer registers the employee with the pension fund.
- b. The pension fund's address is: Prof. E.M. Meijerslaan 2, 1183 AV Amstelveen, www.pensioenfondspgb.nl

3.8.4 Pre-retirement courses

- a. If the employee has less than one year to go until his retirement, the employer will give him the opportunity to take part in courses in preparation for his retirement.
- b. Participants in these courses are entitled to a maximum of 5 days of paid leave. The employer will continue paying the actual salary plus fixed allowances.

RECOMMENDATION: TOP-UP SCHEME

Employees accrue pension up to a predetermined maximum salary. In 2025, this amount is €39,181 per year. If the employee earns more, he will not accrue pension on this extra salary. A top-up or top-up scheme is a supplementary pension scheme for employees who earn more than this maximum salary. It ensures that employees can also accrue pension on their salary above the limit of €39,181.

The employer can take out such a scheme for employees, for example with the PGB Pension Fund or with an insurance company. The employer and the employee can make arrangements about the apportionment of the contribution.

4.1 HOLIDAY ENTITLEMENT

4.1.1 How much holiday?

- The standard number of holiday hours/days on full pay to which the employee is entitled for a normal working week is shown in table 4.1.1.a.
- Extra holiday hours/days are awarded to older employees and employees with a long service record. See table 4.1.1.b.
- The employer opts for accrual of holiday rights per calendar year or per holiday year (the period from 1 May to 30 April inclusive of the following year).

Table 4.1.1.a Standard holiday hours/days per accrual year

total per accrual year	of which statutory	of which non-statutory
197,6 hours / 26 days	152 hours / 20 days	45,6 hours / 6 days

Table 4.1.1.b Extra holiday hours/days per accrual year based on age or length of service

leeftijd of aantal dienstjaren	extra vakantierechten (bovenwettelijk) *
50 years and older, or 15 continuous years of service	7.6 hours / 1 day
25 continuous years of service	15.2 hours / 2 days
55 years and older, or 40 continuous years of service	22.8 hours / 3 days
60 years	38 hours / 5 days
61 years and older	53.2 hours / 7 days

* The extra holiday rights under this table are not added together. The higher number counts.

4.1.2 Explanation of the tables

- The holiday rights shown in the tables of 4.1.1 apply to:
 - employees with a normal working week of 38 hours on average,
 - who are in the employer's service throughout the accrual year.
 In case of part-time employment, therefore, the accrual of holiday rights is proportionally lower. And in case of an extended working week the accrual is proportionally higher. If the employee is in the employer's service for only a part of the accrual year, he will accrue holiday rights in proportion to his number of working days in that accrual year.
- In table 4.1.1.b, a 'year of service' is a year in which the employee was in the same employer's service without interruption. The entitlement to extra holiday in accordance with this table applies to employees who had attained the specified length of service and/or the specified age at the start of the holiday or calendar year. The employer chooses the measurement moment in this context (holiday or calendar year).

4.1.3 Salary and holiday

- Over the holiday hours/days, the employer continues paying the wage as referred to in Article 7:639 DCC. This corresponds to the employee's actual salary plus fixed allowances.
- The employer may not replace statutory holiday hours/days by a monetary payout. Exception. Monetary compensation is allowed at the end of the employment contract. See 1.5.4.

4.1.4 Taking holidays

- Holidays are taken in consultation between the employer and the employee.
- The employer may designate a maximum of 3 days per calendar year as collective holidays. The condition here is that the employer must notify the employees by 31 January which day or days will be designated as such that year.
- For each accrual year, the employee can take at least 114 holiday hours (15 days) consecutively in consultation with the employer.
- If the employee wants a longer holiday, he can save up a maximum of 45.6 non-statutory hours (6 days) per year for that purpose. If he has accrued enough holiday rights, he can take up to 6 calendar weeks' holiday consecutively once every 5 years. The employee should consult the employer at least 6 months in advance about taking this holiday.

4.1.5 Other work or other employees during holidays

- a. If the employee wants to do paid work for other persons or companies during his holiday, he must inform the employer of this in advance. The employer may only refuse this if he gives an objective reason for his decision. For example, the safety risks or a non-competition clause.
- b. The employer may not have an employee of another company - within or outside the sector - work for him on days when this person is on holiday from that other company.

4.1.6 Illness and holiday

- a. If the employee becomes ill:
 - he will remain entitled to the holiday rights he has accrued; and
 - the accrual of holiday rights will continue without change.
- b. If the employee becomes ill while on holiday, he will be entitled to days off in lieu for the days on which he is ill while on holiday. The condition here is that the employee must notify the employer as soon as he has become ill. The employer and the employee may decide in joint consultation that non-statutory holidays will be deducted in case of illness during holidays.
- c. If the employee wants to go on holiday while off sick, he may take holiday hours/days in consultation with the employer. If this is done in consultation, the employee will have no rehabilitation obligations during that holiday.

4.1.7 Holidays not taken will lapse

- a. Any holiday rights not used by the employee will lapse or expire:
 - the right to statutory holiday hours will lapse three years after the end of the calendar year in which they were accrued (on this point, the CBA derogates from Article 7:640a DCC);
 - the right to non-statutory holiday hours will expire five years after the end of the calendar year in which they were accrued.
- b. When holidays are taken, the statutory or non-statutory holiday rights that are the first to lapse or expire will be deemed to have been taken first.

4.1.8 Purchasing holidays

- a. Each calendar year, the employee may purchase a maximum of 3 extra leave days from the employer.
- b. This scheme is subject to the following conditions:
 - the employee submits a request to the employer at the start of the calendar year;
 - the employer settles the purchased days in the pay period in which he pays out the holiday allowance;
 - the employer takes the purchased days during the calendar year in which he purchased them;
 - the employee may only make use of this scheme if there is no question of debts or attachment of earnings, and/or if this does not reduce the wage to less than the statutory minimum wage.

4.2 PUBLIC HOLIDAYS**4.2.1 Public holidays recognised in the CBA**

- a. The public holidays recognised in the CBA are: New Year's Day, Easter Sunday and Easter Monday, the day of the national King's Day celebrations, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day.
- b. The employee is not required to work on these days, unless this is strictly necessary according to the employer. If the employer does have to work, the public holiday pay described in 2.3.8 will apply.
- c. If a public holiday falls on a day that is normally a working day for the employee, the employer will continue paying the actual salary plus fixed allowances for that day.

4.2.2 Other feast days

- a. If the employee wants time off for celebrating other religious feasts or anniversaries, such as days of prayer and thanksgiving or 1 May, the employer will give him the opportunity to take holidays or unpaid leave for that purpose.

4. Days off and leave

4.3 WORK AND CARE

4.3.1 Legislation and CBA

- a. The Work and Care Act (Wet arbeid en zorg) entitles the employee to a number of forms of (unpaid) leave. For an overview, see www.rijksoverheid.nl (search terms: 'types of leave').
- b. The statutory scheme applies at all times. The CBA scheme will apply insofar as it derogates from the law in a manner favourable to the employee. The latter will be the case for the forms of leave shown in table 4.3.1.
- c. An overview of statutory and non-statutory post-birth leave and parental leave can be found on www.groentenfruihuis.nl

Table 4.3.1 Forms of paid leave under the Work and Care Act, whereby the CBA derogates from the law

circumstances	leave on full pay	conditions
Doctor's visit , where necessary	- a maximum of 2 hours; - if a longer leave is required, the employer will determine how much time is needed in view of the circumstances.	only if the employer was informed in advance, except in urgent cases
Short-term care leave for: - the necessary care because of illness of a person referred to in the law; and - bereavement, after the death of a relative *	- 90% of the actual salary plus fixed allowances; - a maximum of 10 working days per year (this year starts on the first care leave day).	only if this is not in conflict with the business interest
Extended post-birth leave after life partner, or the person whose child the employee acknowledges, has given birth	- a maximum of 5 weeks; - 100% pension accrual if the benefits from the UWV are paid via the employer.	- after the statutory post-birth leave has been taken; - to be taken within 6 months of the birth; - the employer receives benefits from the UWV for the employee of 70% of the daily wage for wage tax purposes; - during extended post-birth leave, the employee only accrues statutory holidays.
Death of the employee's life partner, child or parent	- the day of death up to and including the day of the funeral, but - at least 3 days, including a Sunday where applicable	only if the employee attends the ceremony
Death of the employee's parent-in-law, grandparent, brother, sister, brother-in-law, sister-in-law, child by marriage or grandchild	1 day	only if the employee attends the ceremony
A personal obligation, imposed by the government	a maximum of 4 hours	only insofar as the government does not pay financial compensation for this

* Bereavement leave is arranged only in the CBA.

4. Days off and leave

4.3.2 Rules on taking leave in accordance with table 4.3.1

- a. The employee is only entitled to this leave insofar as the activity for which the leave is intended takes place during working hours.
- b. The employee notifies the employer in advance that he is taking this leave in accordance with table 4.3.1, and why he needs to do so. If he cannot make this notification in advance, he does so as soon as possible. At the employer's request, the employee will demonstrate afterwards that he was entitled to this leave
- c. If this leave is taken, the employer will continue paying the employee's actual salary plus fixed allowances, unless table 4.3.1 states otherwise.
- d. Where this leave is concerned, the CBA considers a long-term relationship with a partner to be equivalent to a marriage. The condition here is that this relationship is known to the employer.

4.3.3 Continuation of statutory post-birth leave or short-term care leave

- a. If the employee has made use of the statutory scheme for post-birth leave, he may take holidays immediately afterwards. This is done in consultation with the employer.
- b. If the employee has made use of the statutory scheme for post-birth leave or short-term care leave, he may take up to 2 weeks of unpaid leave immediately afterwards. His pension accrual will remain the same. The employer may refuse this leave if this is incompatible with the business interest.

RECOMMENDATION: BEREAVEMENT AT WORK

Coming to terms with the loss of a partner, child or parent takes time. This should be borne in mind also in the workplace. In particular, this involves the question what a person needs in order for him to resume and perform his duties successfully. This differs from one person to another. It therefore requires a tailor-made approach. Employers support employees who are in this situation by making individual arrangements.

RECOMMENDATION: INFORMAL CARE

The subject of providing informal care as part of the work-life balance should be part of the dialogue between the employer and the employee. In consultation with each other - and mindful of each other's interests - they come to a tailor-made arrangement. In this context, the employer gives consideration to the redistribution of the employee's duties, so as to avoid a long term-increase in work pressure among the immediate colleagues.

4. Days off and leave

4.4 SPECIAL LEAVE

4.4.1 CBA schemes

Table 4.4.1 Forms of special leave under the CBA

circumstances	leave on full pay	conditions
Marriage: - official notice of the employee's intended marriage	- 1 day	
- marriage or partnership registration of the employee	- 2 days	
- marriage of the employee's parent, parent-in-law, brother, sister, brother-in-law, sister-in-law, biological child or adopted child of the employee	- 1 day	- only if the employee attends the ceremony
Wedding anniversaries: - 25th and 40th anniversary of the employee	- 1 day	
- 50th anniversary of the employee's parents, parents-in-law or grandparents	- 1 day	- only if the employee attends the celebrations
Work anniversaries of the employee: 25 or 40 years	1 day	
House move of the employee	a maximum of 1 day per year	

4.4.2 Rules on taking leave in accordance with table 4.4.1

a. These forms of leave are subject to the rules of 4.3.2.b, c and d.

4.4.3 Volunteering leave

a. The employee is entitled to a maximum of 5 days of volunteering leave per calendar year. The employer will continue paying 50% of the actual salary plus fixed allowances for these leave days. This leave is subject to the following conditions:

- the employee volunteers for a socially relevant organisation;
- this organisation is active across the country, has operational bases at central and local level and provides relevant expertise training;
- the employee is unable to do the volunteering work in his spare time; when submitting his application for leave, he provides the employer with a statement to this effect from this organisation; and
- the employee holds a position of responsibility in this organisation and has to attend in person.



5. Illness and incapacity for work

5.1 ILLNESS

5.1.1 Reporting sick

- a. If the employee becomes ill, he must notify the employer as soon as possible.
- b. That is: within an hour after the start of the working hours on the first working day of the employee's illness, unless he is unable to do so due to circumstances beyond his control.

5.1.2 Expert opinion

- a. If the employee believes that he cannot work due to illness but the occupational physician does not agree, the employee may ask the UWV for an expert opinion. See www.uvv.nl.
- b. The employer continues paying the salary as referred to in Article 7:629 DCC. This comprises in any case the actual salary plus fixed allowances. The employer continues paying this salary until the result of the expert opinion is known, but no longer than one month.
- c. If the expert opinion confirms the view of the occupational physician/occupational health and safety service, the employer may reclaim the continued salary payment from the employee. If the expert opinion confirms the employee's view, the employee will be entitled to continued payment of salary in accordance with 5.2.

5.1.3 Cooperation in a compensation claim

- a. If the employer believes that the employee's illness was caused by a third party, and therefore wants to claim compensation pursuant to Article 6:107a DCC, the employee must provide the information which the employer needs for that purpose.

5.2 SALARY DURING ILLNESS

5.2.1 First and second years of illness

- a. The employer is obliged by law to continue paying the salary as referred to in Article 7:629 DCC during the first 104 weeks of illness. Under the CBA, the employer is obliged to supplement this salary to the level shown in table 5.2.1. Once the employee has reached state pension age, only the statutory scheme applies under which payment of salary must be continued for 6 weeks.
- b. The percentages specified in the table are percentages of the actual salary plus fixed allowances immediately prior to the employee's illness. The general salary increases referred to in 3.1.3 apply.
- c. If the employee is a driver and systematically worked overtime immediately prior to becoming ill, his salary during illness will be calculated in accordance with subsection b. with the exception of the overtime allowance. For this driver, 70% of the average amount paid in overtime allowance during the period of 52 weeks immediately prior to illness will be taken into account in calculating the continued salary payment.
- d. The right to continued payment of salary during illness will end when the employment contract comes to an end.
- e. If the UWV declares the employee to be fully and permanently unfit for work in the first 104 weeks of illness, and the employee receives benefits under the Fully Disabled Persons Income Scheme (IVA), the employer will supplement those benefits in accordance with table 5.2.1.

Table 5.2.1 Continued payment of salary during illness

period of illness	percentage of actual salary plus fixed allowances
months 1 to 6	100%
months 7 to 12	90% *
months 13 to 24	80%

* During the first 12 months, the salary should not be lower than the statutory minimum wage.

5. Illness and incapacity for work

5.2.2 Extension of salary payments

- a. There are two situations in which the employer temporarily continues paying 80% of the actual salary plus fixed allowances beyond weeks 104 of illness. This will happen if:
- the employer and the employee together decide to postpone the application for benefits under the Work and Income (Capacity for Work) Act (WIA); or if
 - the UWV believes that the employer made insufficient efforts to foster the ill employee's rehabilitation and for this reason postpones the consideration of the WIA application.
- The exception for drivers under 5.2.1.c applies here as well.

5.2.3 Rehabilitation during illness

- a. Continued payment of salary during illness is about the inability to perform the 'stipulated work' because of unfitness due to illness. 'Stipulated work' means the duties (job) and working week according to the employment contract.
- b. If the employee performs suitable work other than his own duties during his rehabilitation, he will not be performing the 'stipulated work'. In that case, the salary payment will be continued in accordance with 5.2.1.
- c. If an employee does perform his own duties, but works less than his entire working week, the employer since 1 July 2024 continues paying 100% of the actual salary for the hours worked. The other (therefore non-worked) hours are compensated in accordance with 5.2.1.

5.3 INCAPACITY FOR WORK

5.3.1 Supplementation in the event of partial incapacity for work

- a. If, after 104 weeks of illness, the UWV considers the employee to be less than 35% unfit for work, and the employee continues working, for example in a different job or during fewer hours, the employer will pay him:
- the new actual salary, plus
 - a supplement in accordance with table 5.3.1 as partial compensation for the difference between the new salary and the old salary. The supplement is calculated as follows: the old actual salary plus fixed allowances to which the employee was entitled immediately prior to his illness, but excluding holiday allowance, minus the new actual salary plus fixed allowances, but excluding the holiday allowance to which the employee was entitled immediately prior his illness.
- b. The supplementation under subsection a. also applies if, after 104 weeks of illness, the employee rehabilitates with a different employer within or outside the sector. In that case, the old employer will make this payment as a supplement to the salary to which the employee is entitled at his new employer.

Table 5.3.1 Supplementation of the new salary if employee is less than 35% unfit for work

the year after start of illness	percentage the difference between the new and the old salaries
year 3	70%
year 4	50%
year 5	30%
year 6	10%

5. Illness and incapacity for work

CBA

5.3.2 WGA shortfall insurance

- a. If the UWV declares the employee partially unfit for work, the employee may be eligible for benefits under the Return to Work (Partially Disabled Persons) Regulations (WGA). This benefit is lower than the salary which the employee received until then. The difference is known as the 'WGA shortfall'. A WGA shortfall insurance scheme will reduce the fall in income.
- b. The CBA parties have arranged a group WGA shortfall insurance scheme for the sector with Centraal Beheer. The name of this scheme is Arbeidsongeschiktheidsverzekering voor uw personeel ('Disability insurance for your staff', hereafter: 'AOV-P').
- c. The employer will give the employee the opportunity to take part in a WGA shortfall insurance scheme. The employer may assume that the employee wants to take part, unless the employee has informed him in writing that he does not.
- d. If the employer wants to use an insurance scheme other than the AOV-P for this purpose, he may do so, after:
 - he has reported this to the CBA Committee in accordance with the procedure set out in B.4.1, demonstrating on that occasion that the preferred insurance scheme provides at least the same cover; and
 - the CBA Committee - where necessary having obtained the advice of Central Beheer - has exempted the employer from participation in the AOV-P with effect from the date on which he takes out the desired insurance.
- e. The employer and the employee will each pay 50% of the insurance premium. Each pay period, the employer will deduct a proportional part of the premium from the employee's salary. This will only happen if the employee has consented to this in writing. After deduction of the premium, the employee must be left at least with a salary at the level of the statutory minimum wage.
- f. The above rules of 5.3.2 will not apply to pupils or students with an employment contract for a definite period of less than 3 months. Exceptions.
 - The employer may agree with the pupil or student that the latter will take part in the insurance scheme.
 - If the pupil or student concludes a second employment contract immediately afterwards, he will take part in the insurance scheme after all from that moment.
- g. More information on the WGA shortfall insurance scheme AOV-P can be found on www.groentenfruihuis.nl (search term: 'WGA').

RECOMMENDATION: ACCIDENT INSURANCE

The CBA parties recommend that the employer takes out accident insurance for the entire workforce.



6.1 EDUCATION AND TRAINING

6.1.1 Who is responsible for what?

- a. The employer and the employee are jointly responsible for maintaining the employee's knowledge and skills that are important for the performance of his job.
- b. The employer identifies the training needs at least once a year. He does so on the basis of:
 - the business and staff planning;
 - the latest developments within and outside the company; and
 - the training needs of the individual employees.

Based on this, the employer draws up a training plan. He discusses this plan with the employee participation body.

6.1.2 Leave and costs

- a. If the training is necessary for the performance of the employee's job as referred to in Article 7:611a DCC, the employer will be obliged to:
 - give the employee the opportunity to pursue this training during working hours where possible;
 - continue paying the employee's actual salary plus fixed allowances for the training hours; and
 - offer the training to the employee free of charge, without any kind of repayment scheme
- b. If the training is not necessary for the performance of the employee's job as referred to in Article 7:611a DCC, but one or more courses or programmes are related to the employee's work, the employer will be obliged to:
 - grant the employee up to six days' leave per calendar year to attend these; and
 - continue paying the employee's actual salary plus fixed allowances for the leave days taken.
- c. If the employee has to take a professional exam for a training programme recognised by the sector, the employer will be obliged to:
 - grant the employee leave equalling at least the time required for that purpose, with a minimum of one working day per exam; and
 - continue paying the employee's actual salary plus fixed allowances for that period.
- d. The entitlement to leave and continued payment of salary under b. and c. will apply:
 - insofar as the activity has to take place within working hours; and
 - if the employee has notified the employer of his absence in good time.

- e. If the course or programme is in line with the employee's career opportunities within the company, the employer and the employee will determine in joint consultation how much paid leave will be required for this.

RECOMMENDATIONS: CAREER DEVELOPMENT

Career policy subsidy

1. The training and development fund Handel Groeit makes a subsidy available for the training and development of employees in the sector.
2. If the employee attends training programmes, courses and/or events, the employer may apply for a subsidy in this respect. A part of the available subsidy is intended for promoting sustainable employability.
3. Subsidy applications must be submitted via www.handelgroeit.nl. This website also provides more information about the subsidy schemes.

Training programmes and internships

The CBA parties recommend that the employer:

1. encourages the employee (also) to pursue training programmes that are not directly related to his current job, with the aim to strengthen the employee's position on the labour market;
2. provides as many internship posts as possible within the company.

6.2 OLDER EMPLOYEES LEAVE SCHEME

6.2.1 Main features of the scheme

- a. From 5 years prior to the state pension age, the employee is entitled to take part in the older employees leave scheme.
- b. For employees who make use of this scheme, this means:
 - 80% working;
 - 92.5% salary; and
 - 100% pension accrual.

The participant will no longer accrue extra holidays in accordance with table 4.1.1 b.
- c. The employee may take part in this scheme if, 5 years before reaching state pension age, he has continuously had one or more employment contracts for at least 8 years with one or more employers in the fruit and vegetables wholesale sector. The pension fund may be asked whether the employee meets this requirement. See www.pensioenfondspgb.nl
- d. The aim of the scheme is to promote sustainable employability.

6.2.2 Start and end of participation

- a. The right to participation arises 5 years before the employee reaches state pension age. The employee may still join the scheme after that date as well. Actual participation starts on the first day of a pay period.
- b. No later than 6 months before the date from which the employee wants to take part in the scheme, he notifies the employer of his intention. The employer will then inform the employee about the effects on his salary and the other employment conditions.
- c. No later than 3 months before the date from which the employee wants to take part in the scheme, he informs the employer of his decision. This decision is final.
- d. The scheme will end:
 - when the employee reaches state pension age; and
 - at the end of the employment contract.

6.2.3 Effects on the employment conditions

- a. 80% working. The employee works 80% of his old working week, that is: 80% of his working week immediately prior to his participation in the scheme.
The participant's new working week serves as the basis for calculating:
 - the accrual of holiday hours, as referred to in table 4.1.1 a;
 - any allowances provided for in company regulations, to which the employee is entitled supplementary to the CBA.
- b. 20% time off. The employer and the employee determine in joint consultation at what time(s) of the week the employee will take the 20% time off. This should preferably be done in the form of one or two part-days. They record this arrangement in an appendix to the employment contract. An example can be found on www.groentenfruihuis.nl (search terms: 'Older employees leave scheme').
- c. Overtime and additional hours. The rules set out in 2.4 apply in this respect.
- d. Vitality salary. The employee is entitled to a part of his old salary, being:
 - 92.5% of the actual salary to which he was entitled immediately prior to his participation, plus
 - 92.5% of - where applicable - the job grading allowance under 3.3.3, the pay grading allowance under 3.3.3 and the appreciation allowance under 3.6.9 (except if he made a different arrangement on this point with the employer).

The outcome is known as the 'vitality salary'. Because the vitality salary is calculated over a shorter working week (80%), the hourly salary is higher than the old salary.
- e. The vitality salary serves as the basis for calculating the:
 - salary increases pursuant to this CBA;
 - holiday allowance;
 - irregular working hours allowance;
 - continued payment of salary during illness;
 - transition payment in case of redundancy.
- f. Pension. The employee accrues 100% pension on the pensionable salary to which he would have been entitled if he had not taken part in the scheme. This applies to the mandatory pension scheme. The apportionment of the pension contribution between employer and employee remains the same.
- g. If the employer and the employee agreed a supplementary pension scheme, they will make arrangements about the further pension accrual and apportionment of contributions under that scheme.

6. Career

CBA

RECOMMENDATIONS: SUSTAINABLE EMPLOYABILITY

Position of CBA parties

- The CBA parties consider sustainable employability to be a key priority in the years ahead. They instructed Handel Groeit to put together a package in this respect that provides support to employers and employees. Information on the subsidy for sustainable employability can be found in the recommendations under 6.1.
- The CBA parties endorse the position of the Social and Economic Council (SER) that realising sustainable employability of staff is a joint responsibility of employer and employees.

The employer's role

The CBA parties expect the employer to develop and maintain a sustainable employability policy.

This policy should address:

- internal and external developments that affect the company and the workforce;
- the provision of time and money for lifelong development (LLD), health and safety, and vitality;
- offer direction, scope and support for this development;
- personal supervision and a tailor-made approach based on needs and problems;
- good communication with the workforce, for example via a participation council, direct employee consultation and appraisal interviews;
- a culture of development and innovation, for example by asking employees to perform new tasks and allowing teams to experiment;
- obtaining expert help, e.g. from an occupational health and safety service; and
- the employee's role.

Employee's role

The CBA parties expect the employee to:

- comply with all the safety regulations and use personal safety equipment;
- put into practice the lessons learned during training events and courses;
- flag up an unsafe or undesirable situation;
- think about where he wants to be in five years' time;
- actively look out for development and refresher training courses himself;
- learn from colleagues through dialogue and shadowing; and
- be open to other work and new tasks and skills.



7. Employee participation

7.1 TRADE UNION LEAVE

7.1.1 Meetings and courses

- a. Is the employee a representative of a division of a trade union that is a party to this CBA? Or is he part of a general meeting, federation or union council, national group management board, local union officials' group or CBA working group within that trade union? If so, he will be entitled to a maximum of 5 days' paid leave per calendar year for attending:
- general meetings and/or meetings of administrative bodies of his trade union and/or
 - training and refresher courses, insofar as the trade union has invited him to attend these.
- The employer will continue paying the employee's actual salary plus fixed allowances for these leave days.
- b. This entitlement to leave and continued payment of salary will apply:
- insofar as the activity has to take place within working hours; and
 - if the employee has notified the employer of his absence in good time.

7.2 TRADE UNION REPRESENTATIVE

7.2.1 What is it about?

- a. A representative is an employee of the company who is a local official of a trade union that is a party to this CBA.
- b. The trade unions may designate one or more members within each company as representatives. They inform the employer who they have designated.
- c. A trade union representative may disseminate information within the company about the sector, the company and/or the trade union, if possible via the customary communication channels. He will do so after consultation with the employer.

7.2.2 Facilities

- a. An employee who is a trade union representative is entitled in that capacity to a maximum of 5 days' training leave per calendar year. This leave is intended for attending courses which the trade union organises for liaison officers. The employer will continue paying the actual salary plus fixed allowances.
- b. If, in addition, the representative is also eligible for paid trade union leave pursuant to 7.1, he will be entitled under both schemes together to a maximum of 5 paid leave days per calendar year.

7.2.3 Protection

- a. The employer ensures that the employee's role as trade union representative will not be detrimental to his personal interests.
- b. If there are any business or commercial reasons for taking measures that also affect the trade union representative, the employer will discuss these at an early stage with the trade union executive involved. The contact details are known to the CBA parties.

7.3 COMPANY VISITS BY TRADE UNIONS

7.3.1 Consultations with the company's employees

- a. The employer gives the trade unions the opportunity to make company visits.
- b. On that occasion, the trade unions can hold consultations with the employees and the hired-in workers. The employer does not interfere in these consultations. He does not observe or register the participants.
- c. The trade unions will try to keep disruptions to the business processes during these visits to a minimum.

7.4 REORGANISATION, MERGER, BUSINESS CLOSURE, ETC.

7.4.1 Consultations with the employees and their representatives

- a. If the employer intends to take decisions that may have a major impact on the extent or quality of the employment at the company, and if the employer has 35 or more employees, he will discuss his plans in good time with the employees concerned and their representatives. The purpose of these consultations is to limit the adverse consequences of the decisions to be taken as much as possible.

RECOMMENDATION: CONSULTATIONS AT SMALLER COMPANIES

The CBA parties recommend that the employer at a company with fewer than 35 employees applies the rules of 7.4.1 as well.

8.1 EMPLOYER'S HEALTH AND SAFETY AND ABSENTEEISM POLICIES

8.1.1 Engaging experts

- a. The employer is obliged to make use of expert support in the implementation of his health and safety and absenteeism policies.
- b. He does so by:
 - concluding a contract with a certified occupational health and safety service (standard scheme); or
 - obtaining expert support (tailor-made scheme).
- c. The relevant provisions are set out in the Working Conditions Act (Arbeidsomstandighedenwet) (Articles 13 and 14). See www.overheid.nl

8.2 HIRA

8.2.1 Sector-specific HIRA

- a. A Hazard Identification and Risk Assessment (HIRA) is an instrument for identifying and managing the health and safety risks at individual companies. The Working Conditions Act obliges the employer to apply this instrument.
- b. The CBA parties have adopted a sector-specific HIRA for the industry. This is the Handel Groeit HIRA. It is a model to which the employer can give further substance.
- c. The sector-specific HIRA for Fruit and Vegetables Wholesalers meets the statutory requirements and has been recognised by the Ministry of Social Affairs and Employment. The sector-specific HIRA can be found on www.handelgroeit.nl (search term: 'HIRA').

8.2.2 Assessment of the HIRA

- a. The Working Conditions Act obliges the employer to have the HIRA assessed by a certified occupational health and safety expert or an occupational health and safety service. This obligation does not apply to employers with up to 25 employees who use the sector-specific HIRA.
- b. The CBA parties declare that the employer may also engage certified experts other than those referred to in 8.1.1 for the assessment of his HIRA. This will not require the (additional) agreement of the employees.

RECOMMENDATION: PREVENT TRANSGRESSIVE BEHAVIOUR

The CBA parties recommend that the employer develops a policy to prevent transgressive behaviour at the company.

RECOMMENDATION: MENSTRUAL AND MENOPAUSAL PROBLEMS

Menstrual and menopausal problems may affect the employability of women in the workplace. It is important that these problems receive attention and are no longer a taboo subject. A woman should feel free to raise this issue with her employer and request a tailor-made solution for her employability.

This will benefit everyone in the workplace. By enabling a frank discussion and making adjustments where possible, sickness absence or incapacity can be prevented. Furthermore, it is in keeping with good employment practice to take this subject into consideration.

Menstrual and menopausal problems are part of the various stages of a woman's life that deserve attention and acknowledgement. Providing knowledge and information, offering an open discussion culture and calling in the (preventive) assistance of the occupational physician may help create an inclusive and pleasant work environment.

The guide *De overgang en werk* ('The menopause and work') published by the Labour Foundation contains practical tips and information for employers and employees to recognise, discuss and deal with the menopause. More information can also be found on the Health and Safety Portal of the Dutch Government.

9.1 CHARACTERISTICS OF THE CBA

9.1.1 CBA parties

- a. This CBA is a collective bargaining agreement between:
- the employers' organisation Fresh Produce Centre and
 - the trade unions:
 - CNV and
 - Reformatorisch Maatschappelijke Unie van Werknemers (RMU Werknemers).

9.1.2 Term and interim adjustment

- a. This CBA applies to the period from 1 July 2025 to 30 June 2026 inclusive. On the latter date, the CBA will end by operation of law. There is no need to give notice.
- b. If socio-economic relations or the government's pay and pricing policies undergo major changes during the term of this CBA, any CBA party will have the right to propose interim adjustments to the CBA. In that case, the CBA parties will hold consultations as soon as possible. Interim adjustments will only be implemented if all the CBA parties agree to this.

9.1.3 The CBA as lower limit

- a. This CBA is a baseline agreement. This means that the employer may derogate from the CBA insofar as this is to the employee's advantage.
- b. If the employment conditions applicable to the employee at the time of this CBA's conclusion are more favourable than those of the CBA, the employee will remain entitled to those more favourable employment conditions.

9.1.4 Terminology and points of departure

- a. Employer/employee: the CBA uses these terms in the masculine form on practical grounds. However, they may also refer to persons with a different gender identity.
- b. Monetary amounts: all the amounts referred to in this CBA are gross amounts, unless it is stated expressly that the amount is a net amount.
- c. Appendices: the appendices form part of this CBA.

9.1.5 Translations

- a. The main provisions of this CBA are available in Polish. See www.groentenfruihuis.nl

9.2 TERMS AND DEFINITIONS

A

- **Accrual year:** the period over which holiday allowance and holiday rights are accrued. At the employer's discretion, this is either the calendar year or the holiday year (the period from 1 May to 30 April inclusive of the following year).
- **Actual salary (plus fixed allowances):** see Salary.
- **Additional hours:** see 2.4.4.
- **Agency worker:** an employee as referred to in Article 7:690 DCC. An agency worker may also be a posted worker within the meaning of the WagwEU. See www.rijksoverheid.nl
- **Auxiliary worker:** any employee:
 - aged 15 to 17 inclusive,
 - who as a rule does not work more than 12 hours per week and 48 hours per four-weekly salary period, or 52 hours per month.

C

- **CBA Committee:** the committee as referred to in 9.6.1.
- **CBA for Handel Groeit:** see www.handelgroeit.nl
- **CBA parties:** the employers' organisation and the trade unions that concluded this CBA. See 9.1.1.
- **CBA, the/this:** the current CBA for Fruit and Vegetables Wholesalers.
- **CNV:** employees' organisation that is a party to this CBA.

D

- **DCC:** the Dutch Civil Code (the current DCC texts can be found on www.overheid.nl).
- **Driver:** an employee whose job involves driving a vehicle that is intended and approved for road transport.

9. About this CBA



E

- **Employee participation body:** the Works Council or - if there is no Works Council - the employee representative body within the meaning of the Works Councils Act (Wet op de ondernemingsraden).
- **Employee under the Participation Act:** an employee within the meaning of this CBA:
 - who belongs to the target group of the Participation Act,
 - who is unable to earn the statutory minimum wage on his own, and
 - for whom the foregoing was established before he entered the employer's service.
- **Employee:** a natural person who has an employment contract with an employer within the meaning of this CBA, except if he is a director and major shareholder or an intern.
- **Employer:** a natural person, legal entity or unincorporated company that has one or more employees perform work as referred to in section 9.3 of this CBA.
- **Employers' organisation:** the employers' organisation that is a party to this CBA. This is the Fresh Produce Centre. See www.groentenfruihuis.nl
- **Employment agency:** an employer as referred to in Article 7:690 DCC.

F

- **Fresh Produce Centre:** the employers' organisation that is a party to this CBA. See www.groentenfruihuis.nl
- **Fruit and vegetables wholesale sector:** see 9.3.
- **Full-time (work):** a working week which is 38 hours on average pursuant to the employment contract.
- **Full-timer/full-time employee:** an employee who works full-time.

H

- **Handel Groeit:** training and development fund of the fruit and vegetables wholesale sector. See www.handelgroeit.nl
- **Health and safety:** health and safety and other working conditions.
- **Hirer:** an employer who hires in a worker, being:
 - an agency worker as referred to in 9.4
- **Holiday worker:** any employee:
 - aged 15 to 17 inclusive,
 - who works for a period of up to eight weeks while educational institutions are closed without interruption for the holidays.
- **Holiday year:** see Accrual year.

I

- **Illness:** a physical or mental health condition or defect which prevents the employee from performing the agreed work for up to 104 weeks, taking into account the exceptions set out in 5.2.2.
- **Incapacity for work:** a physical or mental health condition or defect which prevents the employee from performing the agreed work after 104 weeks from the first day of illness, taking into account the exceptions set out in 5.2.2.
- **Intern:** a person who is gaining experience in professional practice as part of a training programme and on the basis of an internship agreement. The intern is not an employee within the meaning of the CBA. This means that the CBA does not apply to the internship agreement. The purpose of an internship is for the intern to gain relevant experience under supervision at an internship company. The responsibility for the internship lies with the educational institution. The nature of the internship is both educational and preparatory.

M

- **Minimum wage, statutory:** the minimum wage to which each employee in the Netherlands is entitled under the Minimum Wage and Minimum Holiday Allowance Act (Wet minimumloon en minimumvakantiebijslag). See www.rijksoverheid.nl

O

- **Overtime:** see 2.4.

9. About this CBA



P

- **Part-time (work):** a working week which is shorter than 38 hours on average pursuant to the employment contract.
- **Part-timer/part-time employee:** an employee who works part-time.
- **Pay grading allowance:** the result of the job grading allowance as referred to in 3.3.3 d being converted into a fixed allowance.
- **Pay period:** the frequency with which the employer pays out the salary; this could be a weekly, four-weekly or monthly period.
- **Pension fund:** PGB Pension Fund, Prof. E.M. Meijerslaan 2, 1183 AV Amstelveen. www.pensioenfondspgb.nl
- **Place of work:** the employee's usual work location.
- **Public holidays recognised in the CBA:** New Year's Day, Easter Sunday and Easter Monday, the day of the national King's Day celebrations, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day.

R

- **RMU Werknemers:** Reformatorisch Maatschappelijke Unie van Werknemers; employees' organisation that is a party to this CBA. www.rmu.nu

S

- **Salary:**
 - actual salary: the gross salary awarded to the employee by the employer; this salary is at least equal to the salary to which the employee is entitled on the basis of the salary tables of this CBA;
 - actual salary plus fixed allowances: the actual salary plus (insofar as applicable to the employee):
 - the job grading allowance (3.3.3), the pay grading allowance (3.3.3) and the appreciation allowance (3.6.9),
 - the average amount for the last 52 weeks of the allowances for irregular working hours (2.3.6) and systematic overtime (2.4.3) and
 - the holiday allowance (3.6.7); with regard to the holiday allowance this refers to accrual, unless the text of the CBA provides that it refers to payout.

T

- **Trade unions:** the employees' organisations that are parties to this CBA. These are: CNV and Reformatorisch Maatschappelijke Unie van Werknemers (RMU Werknemers).

U

- **UWV:** Employee Insurance Agency (Uitvoeringsinstituut werknemersverzekeringen). See www.uwv.nl

W

- **Wage:** see Salary.
- **WagwEU:** Employment Conditions (Posted Workers in the European Union) Act (Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie)
- **WGA:** Return to Work (Partially Disabled Persons) Regulations (Werkhervattingsregeling gedeeltelijk arbeidsongeschikten). See www.rijksoverheid.nl (search term: 'WGA').
- **WIA:** Work and Income (Capacity for Work) Act (Wet werk en inkomen naar arbeidsvermogen) See www.rijksoverheid.nl (search term: 'WIA').
- **Working week:**
 - normal: a working week of 38 hours on average (full-time).
 - extended: a working week which is longer than 38 hours on average pursuant to the employment contract.
- **Works Council:** the Works Council within the meaning of the Works Councils Act. See www.rijksoverheid.nl
- **WW:** Unemployment Act (Werkloosheidswet). See www.rijksoverheid.nl (search term: 'WW').

Y

- **Years of experience:**
 - general: the number of 12-month periods in which the employee was classified in a particular job grade until he reached the age of 21.
 - employees under the Participation Act: the number of 12-month periods in which the employee under the Participation Act has worked in the sector.
- **Years of service:** the number of 12-month periods in which the employee has been classified in a particular job grade since he reached the age of 21.

9.3 TO WHOM DOES THE CBA APPLY?

9.3.1 Coverage

- a. This CBA applies to employers and employees in the fruit and vegetables wholesale sector.
- b. The fruit and vegetables wholesale sector includes any employer who exclusively or primarily:
 - operates as a bulk wholesaler, exporter and/or forwarding business of fruit and/or vegetables;
 - operates as a processor of fruit and vegetables;
 - and/or performs activities for the aforesaid businesses by sorting and/or packing and/or processing, loading and unloading the products marketed by those businesses, with the exception of producers and auctions.

9.3.2 Terms relating to the coverage

- a. Employer and employee: see 9.2.
- b. Exclusively or primarily: this means 50% or more of turnover in money. If this criterion provides insufficient guidance, the decisive factor will be whether more than 50% of the employees perform activities as referred to in 9.3.1.b.
- c. Vegetables: fresh vegetables - processed or unprocessed - including agricultural produce harvested green, edible fungi and sauerkraut, as well as preserved vegetables insofar as these are marketed side by side with fresh vegetables.
- d. Fruit: fresh fruit, processed or unprocessed, as well as preserved fruit, figs, dates, nuts and dried fruit, all this insofar as these are marketed side by side with fresh fruit.
- e. Bulk wholesaler/domestic fruit and vegetables wholesaler: a wholesale business that directly supplies fruit and vegetables grown in the Netherlands and/or abroad - processed and/or unprocessed - to retailers, distribution centres, institutions, hospitality businesses and/or bulk users in the Netherlands.
- f. Exporter: a wholesale business that supplies fruit and vegetables grown in the Netherlands and/or abroad - processed and/or unprocessed - to customers based abroad.
- g. Forwarding business: the operations of commission agents, intermediaries, collecting wholesalers, sorting and packing stations in relation to fruit and vegetables grown in the Netherlands for the benefit of domestic and foreign customers in the wholesale and retail sectors and the processing industry.
- h. Fruit and/or vegetables processing business: a business where fresh fruit and/or vegetables are purchased and subsequently chopped up, cleaned and supplied in small packages, either on their own or mixed, to retailers, distribution centres, wholesalers, hospitality businesses, bulk users and institutions in the Netherlands and abroad.

9.4 AGENCY WORK

9.4.1 Obligations of hirer

- a. An employer who wants to hire in an agency worker (the hirer) does so via an employment agency which holds:
 - a valid NEN 4400-1 certificate for Dutch employment agencies or NEN 4400-2 certificate for foreign employment agencies, issued by the Labour Standards Foundation (SNA); and
 - if the employment agency also arranges the accommodation of agency workers: a valid certificate issued by the Flexible Living Standards Foundation (SNF).
- b. The agency worker is entitled to the same remuneration and the same allowances and bonuses as an employee of the hirer who holds an equivalent position and has an equivalent work pattern.
- c. The hirer ascertains that, where the hired-in agency worker is concerned, the employment agency correctly implements:
 - this CBA; and
 - the wage deductions that are mandatory under the laws and regulations. He does so by means of a random check. If the employment agency derogates to the agency worker's disadvantage from essential employment conditions as referred to in Article 8(1) of the Placement of Personnel by Intermediaries Act (Wet allocatie arbeidskrachten door intermediairs), it must make up for this disadvantage in full through other essential employment conditions as referred to in that paragraph.
- d. If the agency worker works for the same hirer for 36 months, the hirer will offer him a written employment contract for an indefinite period. The hirer will ensure that the agency worker has a proper understanding of the substance of the offer. If the agency worker declines this offer:
 - the hirer and the agency worker will record this decision in writing;
 - this should not have any consequences for the agency worker's agency work.
- e. The mandatory SNF certification and the mandatory offer of an employment contract after 36 months under subsections a. and d. take effect on 1 July 2025. A one-year transitional period applies. Every employer must comply by 1 July 2026 at the latest.

9.5 WAGWEU: EMPLOYMENT CONTRACT UNDER FOREIGN LAW

9.5.1 Employment Conditions (Posted Workers in the European Union) Act (WagwEU)

- a. This CBA follows the WagwEU in full. Insofar as the text of this CBA differs from that of the WagwEU, the legislative text will prevail. Information on the WagwEU can be found on www.rijksoverheid.nl
- b. A number of provisions of this CBA that have been declared universally binding also apply to posted workers who:
 - are temporarily working in the Netherlands in the context of transnational service provision, as referred to in Article 1(1) WagwEU,
 - and whose employment contract is governed by the laws of a country other than the Netherlands.
- c. Where these posted workers are concerned, the following will apply in any case:
 - during the first 12 months: the provisions of 9.5.2 of this CBA; and
 - from the 13th month: all the provisions of this CBA that have been declared universally binding (see: www.groentenfruihuis.nl, search terms: 'declaration of universally binding status').

Under the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act (Wet op het algemeen verbindend en het onverbindend verklaren van bepalingen van collectieve arbeidsovereenkomsten), it is possible - subject to conditions - to extend the 12-month period to a maximum of 18 months.

- d. Section 9.5.2 contains provisions with regard to:
 - a. maximum working hours and minimum rest times;
 - b. the minimum number of holidays which the employer must grant on full pay;
 - c. remuneration, including in any case:
 1. the applicable periodic wage in the pay scale;
 2. the applicable working time reduction per week, month, year or period;
 3. allowances for overtime, moved hours and irregular hours, including public holiday allowance and shift allowance;
 4. interim pay increases;
 5. compensation of costs: allowances or reimbursements for the costs that are necessary for the performance of the employee's job, including travel, meal and subsistence costs for employees who have to travel for work;
 6. increments;
 7. end-of-year bonuses;
 8. extra holiday-related payments. The remuneration does not include:
 - contributions to pensions as referred to in Article 1 of the Pensions Act (Pensioenwet) or Article 1(1) of the Occupational Pension Scheme (Obligatory Membership) Act (Wet verplichte beroepspensioenregeling);
 - social security claims over and above the statutory entitlement;
 - payments made as reimbursement for actual costs incurred in connection with the posting, such as travel, meal and subsistence costs;
 - d. conditions regarding the provision of workers;
 - e. health, safety and hygiene at work;
 - f. protective measures regarding the employment conditions and working conditions of children and young people, and of employees who are pregnant or have recently given birth;
 - g. equal treatment of men and women, as well as other provisions to prevent and fight discrimination;
 - h. and conditions regarding employee accommodation, if the service recipient as referred to in Article 1(1) WagwEU makes accommodation available to workers who are not at their usual place of work in the Netherlands.
- e. If the posted worker is an agency worker, a number of provisions of this CBA will also apply pursuant to 9.4.

9. About this CBA



9.5.2 Core provisions of the CBA for Fruit and Vegetables Wholesalers

Table 9.5.2 Core provisions of this CBA as referred to in the WagwEU

CBA chapter	core provisions	title/subject
1. Start and end of employment	1.2	Job classification
	1.5.4, 1.5.6 a	End of employment contract: holiday (allowance) and short-term leave of absence
2. Working week and working hours	2.1	Introduction
	2.2	Working week
	2.3.2 – 2.3.5, 2.3.6 except for the last two bullet points of d. and 2.3.8	Working hours
	2.4	Overtime and additional hours
	2.5	Breaks
3. Income	3.1	Salary: introduction
	3.2	Hourly salary for job grades A to I
	3.3.1 - 3.3.3	Structure of the salary tables for job grades A to I
	3.6.2, 3.6.3, 3.6.5, 3.6.7 and 3.6.9	Allowances and bonuses
4. Days off and leave	4.1.1 – 4.1.3 and 4.1.4 a – c	Holiday entitlement
	4.2.1	Public holidays
	4.3.1, 4.3.2	Work and care
	4.4.1, 4.4.2	Special leave
5. Illness and incapacity for work		
6. Career	6.1.2 b - d	Paid leave for training and recognised professional exams

Continuation of Table 9.5.2

CBA chapter	core provisions	title/subject
7. Employee participation	7.1.1	Trade union leave
8. Working conditions and health	8.1	Employer's health and safety and absenteeism policies
	8.2	HIRA
9. About this CBA	9.1.4	Terminology and points of departure
	9.2	Terms and definitions
	9.3.1	Coverage
	9.3.2	Terms relating to the coverage
	9.4	Agency work
Appendices	Appendix A	Monthly/four-weekly salary

9.6 DEROGATION FROM THE CBA AND DISPUTES ABOUT THE CBA

9.6.1 CBA Committee

- a. The CBA parties have set up a CBA Committee.
- b. The CBA Committee has the tasks, when so requested, to:
 - issue a (binding) recommendation if opinions differ about the application of the CBA;
 - grant or refuse consent for derogations from the CBA (dispensation); and
 - approve or reject appraisal systems as referred to in 3.3.1.
- c. The CBA Committee's regulations have been laid down in Appendix B. These set out:
 - the Committee's composition and working procedure;
 - when and how employers and employees can appeal to the Committee.



9.7 WORKING ARRANGEMENTS OF THE CBA PARTIES

9.7.1 Information on financial advice for employees

- a. Employees may face financial problems. The associated worries, and often the sense of shame they feel, tend to make it difficult for employees to raise this at work. In many cases, the employer only becomes aware of these financial problems when the employee's earnings are attached. The social partners want to help employees with their finances and indeed prevent earnings from being attached. The consequences of financial problems are not limited to the employee's home situation. He will bring his worries to work, where they will impact his performance. The social partners therefore aim to develop clear information for both employers and employees. The information will discuss aspects such as the possible ways in which those financial problems can be tackled, and the procedure the employer needs to follow in the event of an attachment of earnings. The social partners are joining forces to provide employers and employees with the right tools.

9.7.2 Employee representatives - trade unions

- a. Section 7.4.1 of the CBA refers to 'the employees concerned and their representatives' and the obligation to involve them in good time in decisions that may have a major impact on the extent or quality of the employment at the company, with the aim to limit the potentially adverse consequences of the decisions for employees as much as possible. The interpretation of '... and their representatives' is not quite clear. The social partners will make a working arrangement to ensure the correct implementation of this section.

9.7.3 Scope of the pension scheme

- a. The social partners have expressed the intention to investigate the scope of the pension scheme in more detail. They will check whether there are any undesirable gaps between the scope of the CBA and the order for mandatory participation in the pension scheme.

- A. Salary on a monthly and a four-weekly basis: job grades A to I
- B. Regulations of the CBA Committee
- C. Where to find a provision of this new CBA in the CBA for 2024-2025 (and vice versa)

Bijlage A. Appendix A Salary on a monthly and a four-weekly basis: job grades A to I

CBA

NOTES ON APPENDIX A

Conversion of hourly salary into monthly salary

The monthly salary is equal to the hourly salary x 38 hours x 52 weeks, divided by 12 months. Exception. The monthly salary for job grade A, with 0 years of service, is calculated as follows: $1/12 \text{ year} \times 7.6 \text{ hours per day} \times \text{the number of annual workable days} \times \text{the hourly salary}$. The number of workable days in 2025 and 2026 is 261.

Conversion of hourly salary into four-weekly salary

The four-weekly salary is equal to the hourly salary x 38 hours x 52 weeks, divided by 13 four-week periods. Exception. The four-weekly salary for job grade A, with 0 years of service, is calculated as follows: $1/13 \text{ year} \times 7.6 \text{ hours per day} \times \text{the number of annual workable days} \times \text{the hourly salary}$. The number of workable days in 2025 and 2026 is 261.

Four-weekly salary in a year with 53 weeks

Once every five or six years, there are 53 weeks in the year. That extra week has been factored into the four-weekly salaries of Appendix A. This means that employees on a four-weekly salary receive the same salary on an annual basis as their counterparts on a monthly salary. The 53rd week is therefore not paid out separately.

Table A-1 Monthly salaries from 1 July 2025

job grade	A	B	C	D	E	F	G	H	I
0 years of service	2.380,32	2.511,17	2.651,13	2.791,10	2.931,07	3.069,85	3.219,68	3.462,74	3.655,86
1 year of service	2.423,37	2.569,68	2.714,76	2.860,88	2.995,55	3.128,12	3.286,28		
2 years of service	2.476,68	2.629,55	2.779,91	2.932,40	3.061,45	3.189,72	3.362,86		
3 years of service	2.531,17	2.690,82	2.846,63	3.005,71	3.128,80	3.249,65	3.429,45		
4 years of service	2.586,85	2.753,51	2.914,95	3.080,85	3.197,64	3.309,58	3.499,37		
5 years of service	2.643,76	2.817,67	2.984,91	3.157,87	3.267,99	3.371,18	3.572,62		
6 years of service	2.701,93	2.883,32	3.056,55	3.236,82	3.339,88	3.427,78	3.640,87		
7 years of service					3.413,36	3.491,04	3.709,13		
8 years of service					3.488,45	3.547,65	3.780,72		
9 years of service						3.607,58	3.852,30		
10 or more years of service						3.669,18	3.922,22	4.418,33	4.819,54

Table A-2 Monthly salaries from 1 January 2026

job grade	A	B	C	D	E	F	G	H	I
0 years of service	2.431,57	2.561,39	2.704,16	2.846,92	2.989,69	3.131,25	3.284,08	3.532,00	3.728,97
1 year of service	2.471,83	2.621,07	2.769,06	2.918,10	3.055,46	3.190,68	3.352,00		
2 years of service	2.526,21	2.682,14	2.835,51	2.991,05	3.122,68	3.253,51	3.430,11		
3 years of service	2.581,79	2.744,64	2.903,57	3.065,82	3.191,38	3.314,64	3.498,04		
4 years of service	2.638,59	2.808,59	2.973,25	3.142,47	3.261,59	3.375,77	3.569,35		
5 years of service	2.696,64	2.874,03	3.044,61	3.221,03	3.333,35	3.438,60	3.644,07		
6 years of service	2.755,97	2.940,99	3.117,68	3.301,56	3.406,68	3.496,34	3.713,69		
7 years of service					3.481,63	3.560,86	3.783,31		
8 years of service					3.558,22	3.618,60	3.856,33		
9 years of service						3.679,73	3.929,35		
10 or more years of service						3.742,56	4.000,67	4.506,69	4.915,93

Table A-3 Four-weekly salaries from 1 July 2025

job grade	A	B	C	D	E	F	G	H	I
0 years of service	2.197,22	2.318,00	2.447,20	2.576,40	2.705,60	2.833,71	2.972,02	3.196,38	3.374,64
1 year of service	2.236,95	2.372,01	2.505,93	2.640,81	2.765,12	2.887,50	3.033,49		
2 years of service	2.286,17	2.427,28	2.566,08	2.706,83	2.825,96	2.944,36	3.104,17		
3 years of service	2.336,46	2.483,83	2.627,66	2.774,50	2.888,13	2.999,68	3.165,64		
4 years of service	2.387,86	2.541,71	2.690,72	2.843,86	2.951,67	3.055,00	3.230,19		
5 years of service	2.440,40	2.600,93	2.755,30	2.914,96	3.016,60	3.111,86	3.297,80		
6 years of service	2.494,09	2.661,53	2.821,43	2.987,83	3.082,97	3.164,11	3.360,81		
7 years of service					3.150,79	3.222,50	3.423,81		
8 years of service					3.220,11	3.274,75	3.489,89		
9 years of service						3.330,07	3.555,97		
10 or more years of service						3.386,93	3.620,51	4.078,45	4.448,80

Table A-4 Four-weekly salaries from 1 January 2026

job grade	A	B	C	D	E	F	G	H	I
0 years of service	2.244,52	2.364,36	2.496,14	2.627,93	2.759,71	2.890,39	3.031,46	3.260,31	3.442,13
1 year of service	2.281,69	2.419,45	2.556,05	2.693,63	2.820,43	2.945,25	3.094,15		
2 years of service	2.331,89	2.475,82	2.617,40	2.760,97	2.882,48	3.003,24	3.166,26		
3 years of service	2.383,19	2.533,51	2.680,21	2.829,99	2.945,89	3.059,67	3.228,96		
4 years of service	2.435,62	2.592,54	2.744,54	2.900,74	3.010,70	3.116,10	3.294,79		
5 years of service	2.489,21	2.652,95	2.810,41	2.973,26	3.076,93	3.174,10	3.363,76		
6 years of service	2.543,97	2.714,76	2.877,86	3.047,59	3.144,63	3.227,39	3.428,02		
7 years of service					3.213,81	3.286,95	3.492,29		
8 years of service					3.284,51	3.340,25	3.559,69		
9 years of service						3.396,67	3.627,09		
10 or more years of service						3.454,67	3.692,92	4.160,02	4.537,78

B.1 FORMATION AND TASKS

B.1.1 CBA Committee

- a. The CBA Committee (hereafter: 'the Committee') was set up by the employers' organisation and the trade unions who concluded the CBA for Fruit and Vegetables Wholesalers (hereafter: 'the CBA parties'; see 9.1.1 of this CBA).
- b. The Committee has the tasks, when so requested, to:
 - issue a (binding) recommendation if opinions differ about the application of the CBA;
 - grant or refuse consent for derogations from the CBA (dispensation); and
 - approve or reject appraisal systems as referred to in 3.3.1 of this CBA.
- c. These regulations set out:
 - the Committee's composition and working procedure;
 - when and how employers and employees can appeal to the Committee.

B.2 STRUCTURE AND DECISION-MAKING PROCESS

B.2.1 Membership

- a. The CBA parties designate the Committee members on an hoc basis. They do so for the duration of an issue as referred to in B.1.1.b. A person who is or was directly involved in that issue will not serve as a Committee member.
- b. The Committee consists of six members. The employers' organisation designates one half of those members. The trade unions together designate the other half.
- c. Membership of the Committee will end when:
 - the consideration of an issue as referred to in B.1.1.b has been completed;
 - the organisation which appointed the member informs the Committee that this person no longer serves as a member; or
 - the member dies.
- d. In the latter two cases, the CBA parties will fill the vacancy within one month.

B.2.2 Chairmanship

- a. If an issue as referred to in B.1.1.b is to be considered, the Committee appoints a chairman and a deputy chairman from among its members. It does so by a majority vote.
- b. The offices of chairman and deputy chairman are alternately held by a member of the employers' and the trade unions' delegations on the Committee. If the chairman is a representative of the employers' organisation, the deputy chairman will be a representative of the trade unions, and vice versa.

B.2.3 Secretarial office

- a. The contact details of the Committee's secretarial office (hereafter: 'the secretarial office') are: Louis Pasteurlaan 6, PO Box 5007, 2701 GA Zoetermeer, telephone +31 (0)79 368 11 00, email: info@groentenfruihuis.nl

B.2.4 Decision-making process

- a. The Commission can only take decisions:
 - in a meeting attended by at least four of its members; or
 - in writing, whereby all its members cast their votes.
- b. The employers' and the trade unions' delegations each have an equal number of votes, regardless of the number of members present. Taking this into account, the Committee decides by a majority vote.
- c. If there is no majority for a decision, the subject will be discussed again at a subsequent meeting. If there is no majority in that meeting either, this will automatically result in one of the following decisions:
 - the Committee rejects the request for consent to derogate from the CBA;
 - the Committee does not issue a recommendation on the dispute about the application of the CBA; or
 - the Committee rejects the appraisal system as referred to in 3.3.1 of this CBA.
- d. The Committee communicates its decisions in writing, supported by arguments.

B.3 DISPUTES ABOUT THE APPLICATION OF THE CBA

B.3.1 Requesting a recommendation

- a. An employer and an employee who hold different views on the interpretation or application of the CBA, and are unable to reach agreement, may ask the Committee to issue a recommendation on the matter. A request for a recommendation may be submitted by the employer involved, by the employee involved or by both parties together.
- b. The Committee will issue a binding recommendation if the parties involved have agreed to this in advance.
- c. A request for a recommendation has to meet the following requirements:
 - it must be submitted to the Committee's secretarial office in writing;
 - it must contain a clear explanation, stating:
 - the names and contact details of the parties involved;
 - the facts and circumstances that led to the dispute;
 - the conclusions which the requesting party has drawn from them; and
 - the recommendation requested on the basis of these facts and circumstances.
- d. The Committee does not issue recommendations on the termination of employment contracts or the interim adjustment of the CBA.
- e. A request for a recommendation that meets the above criteria of B.3.1 will be taken up for consideration.

B.3.2 Preparation of recommendation

- a. Of all the documents which the requesting party and the opposing party submit to the Committee and which meet the requirements of B.3.1.c or B.3.2.c, the secretarial office sends a copy to the other party. It does so immediately after receiving those documents.
- b. Both parties may submit their viewpoints to the Committee, being:
 - the opposing party in response to the request for a recommendation;
 - the requesting party in response to the opposing party's viewpoint; and
 - both parties in response to the viewpoints exchanged.
- c. A viewpoint has to meet the following requirements:
 - it must be supported by arguments;
 - it must be submitted to the secretarial office in writing;
 - it must be submitted within 14 days of the dispatch of the document to which the viewpoint is a response.
- d. The secretarial office closes the written exchange of viewpoints between the parties:
 - 14 days after the distribution of the request for a recommendation; or
 - if the parties made use of the opportunity to submit viewpoints: 14 days after the distribution of the most recent viewpoint.
- e. The Committee may derogate from the time limits referred to in B.3.2.
- f. The secretarial office prepares the recommendation on the Committee's behalf.

B.3.3 Consideration by the Committee

- a. The Committee organises an oral hearing of the request for a recommendation, at which the parties can clarify their positions if:
 - the Committee considers this necessary; or
 - either party or both parties should have asked for this within 14 days after the written exchange of viewpoints.The Committee notifies both parties of the place, date and time of the oral hearing.
- b. At the oral hearing, both parties may be assisted by one or more witnesses and/or experts in answering the Committee's questions. The name, place of residence and job of each of these persons must be known to the secretarial office at least 6 days before the oral hearing.
- c. The Committee may call up the parties, witnesses and/or experts to provide a further clarification at a meeting. The Committee will do so at least one week prior to that meeting. In addition, the Commission may seek further information from the parties and/or third parties in preparation for a recommendation.
- d. The Committee may issue recommendations with retroactive effect to a date no earlier than 1 May of the year preceding the CBA period in which the issue was submitted the Committee.
- e. The Committee communicates the recommendation to the parties involved in writing. The recommendation is signed by the chairman, the deputy chairman and the secretary of the Committee.
- f. While considering the issue, the Committee keeps the parties involved informed of the period within which a recommendation can be expected.

B.3.4 Costs of a request for a recommendation

- a. The Committee may charge the costs of the recommendation on a dispute either fully or partly to the party found against.
- b. If both parties were found against on certain aspects, the Committee may apportion the costs either fully or partly between the parties.
- c. If the Committee takes the view that unnecessary costs were incurred during the procedure through the actions of either party, these costs may be charged to that party.

B.4 DEROGATION FROM THE CBA

B.4.1 Requesting prior consent

- a. If it is not certain that a derogation from one or more CBA provisions is to the employee's advantage, the employer must request the Committee's prior consent for this derogation.
- b. A request for consent to derogate from one or more CBA provisions has to meet the following requirements:
 - it must be submitted to the secretarial office in writing;
 - it must contain an explanation which shows what circumstances gave rise to the request.

If the request concerns dispensation from the mandatory WGA shortfall insurance under 5.3.2, the employer must also demonstrate that the insurance he prefers provides at least the same cover at no more than the same premiums as the AOV-P insurance scheme with Centraal Beheer.
- c. There are three situations in which the Committee may consent to derogation from one or more CBA provisions:
 - If, based on compelling arguments, the employer cannot reasonably be required to apply the CBA in full. Compelling arguments will exist in particular if the employer's specific company characteristics differ on essential points from those of most other employers falling under the coverage of this CBA.
 - If the request concerns a deviating package of employment conditions which:
 - was put together in consultation with one or more trade unions independent from the employer; and
 - as a whole remains at least equivalent to this CBA.
 - If the request concerns dispensation from the mandatory WGA shortfall insurance under 5.3.2, whereby the preferred insurance provides at least the same cover at no more than the same premiums as the AOV-P insurance scheme with Centraal Beheer.
- d. The Committee will inform the requesting party of its decision within 3 months of having received the request. It will do so in writing and supported by arguments.

B.4.2 Costs of a request for dispensation

- a. The Committee may charge a fee to the party requesting dispensation from one or more CBA provisions.

B.5 APPRAISAL SYSTEMS

B.5.1 Requesting approval

- a. Section 3.3.1 of this CBA provides under d. that, subject to conditions, the employer may decide not to award an extra year of service to an employee whose performance is unsatisfactory. One of these conditions is that the employer does so on the basis of an appraisal system approved by the Works Council or the Committee.
- b. If there is no Works Council, the employer may only apply the appraisal system after the Committee has approved the system at his request.
- c. A request for approval has to meet the following requirements:
 - it must be submitted to the secretarial office in writing;
 - it must contain a description of the appraisal system; and
 - it must be submitted at least 2 months prior to the application of the system.

B.5.2 Costs of a request for dispensation

- a. The Committee may charge a fee to the party requesting approval of an appraisal system.

Appendix C. Where to find a provision of this new CBA in the CBA for 2024-2025 (and vice versa)

Table C.1 Where to find a provision of this new CBA in the CBA for 2024-2025

This CBA: section	title	CBA for 2024-2025: article
	This CBA has been extensively revised	(introduction)
	1. Start and end of employment	
1.1	Employment contract	articles 4:2; 6; 7; 8; 13:3 and 4; 18; 19:2 and 3; appendix XI
1.2	Job classification	articles 18; 19:2 and 3; appendix I; appendix 'Job Classification Handbook'
1.3	Appraisal interview	appendix XI
1.4	Working for another company and working in spare time	article 5:4, 5 and 6a-b
1.5	End of employment contract	articles 9; 23:4 and 8; 26:2; 27:1m; 43; 45b; appendix XI
	2. Working week and working hours	
2.1	Introduction	articles 10:4; 11:1 and 4; 12a:5; 14; 15:1 and 6; 16:3
2.2	Working week	articles 10:1 and 3; 13:1
2.3	Working hours	articles 11:1-3; 11:1a; 12a:2 and 4; 14; 17:2, 4, 5 and 6; 37
2.4	Overtime and additional hours	articles 13:2; 15:1-5; 16; 38:1-4
2.5	Breaks	article 10:2b
	3. Income	
3.1	Salary: introduction	articles 18; 19:1; 21; appendices XI and X II
3.2	Hourly salary for job grades A-I	appendix II
3.3	Structure of salary tables A-I	articles 19:5a-c, 6-8 and 10; 20:1-4 and 5b; appendix III
3.4	Salaries of auxiliary and holiday workers	
3.5	Salaries of employees under the Participation Act	appendices XI and XII
3.6	Allowances and bonuses	articles 19:9; 21a; 21b; 26:1; 33; 34; 36; 46:6
3.7	Payout	article 22
3.8	Pension	articles 27:2; 41
	4. Days off and leave	
4.1	Holiday entitlement	articles 23:1-7 and 9-10; 24, 25
4.2	Public holidays	article 17:1-3 and 7
4.3	Work and care	articles 27:1 and 3; 28:2 and 4-6; appendices VI and XI
4.4	Special leave	articles 27:1; 28:3



Continuation of Table C.1

This CBA: section	title	CBA for 2024-2025: article
	5. Illness and incapacity for work	
5.1	Illness	articles 5:3; 32:1 and 4
5.2	Salary during illness	articles 32:2 and 3; 32a; 38:5
5.3	Incapacity for work	articles 32:5; 40; appendices VII and XI
	6. Career	
6.1	Education and training	articles 27:1k and 1q; 45a; appendix XI
6.2	Older employees leave scheme	article 29b:1-4 and 6; appendices X and XI
	7. Employee participation	
7.1	Trade union leave	article 27:1o
7.2	Trade union representative	article 46:1-5
7.3	Company visits by trade unions	article 46:7
7.4	Reorganisation, merger, business closure, etc.	article 47; appendix XI
	8. Working conditions and health	
8.1	Employer's health and safety and absenteeism policies	article 30
8.2	HIRA	article 31; appendix XI
	9. About this CBA	
9.1	Characteristics of this CBA	page 6; articles 2; 3:1; 13:1; 48; appendix XI
9.2	Terms and definitions	articles 1:2a and i; 19:5d; 22:1; appendix XIII
9.3	To whom does the CBA apply?	article 1:1 and 2a-h
9.4	Agency work	article 4:3-5; appendix XI
9.5	WagwEU: employment contract under foreign law	article 3
9.6	Derogation from the CBA and disputes about the CBA	articles 3:2; 44; appendix IX
9.7	Working arrangements of the CBA parties	appendix XI
	Appendices	
A	Monthly/four-weekly salary A-I	appendix II
B	Regulations of the CBA Committee	article 44; appendix IX
C	Where to find a provision of this new CBA in the CBA for 2024-2025 (and vice versa)	
	Signing of CBA	
	Declaration of universally binding status (AVV)	page 2
	Addresses of CBA parties	page 6
	Index	

Table C.2 Where to find an article of the CBA for 2024-2025 in this new CBA

CBA: 2024-2025: article	title	This CBA: section
page 2	Explanation	Declaration of universally binding status
page 6	Addresses of CBA parties	Addresses of CBA parties
	1. General provisions and obligations	
1	Coverage and definitions	9.2; 9.3
2	Term	9.1.2
3	Derogations from the CBA	9.1.3; 9.6
4	General obligations of the employer	1.1.2; 9.4; (article 4:1 deleted)
5	General obligations of the employee	1.4; 5.1.3 (article 5:1, 2 and 6a deleted)
	2. The employment contract	
6	Duration of employment contract	1.1
7	Probationary period	1.1.6
8	Format requirements	1.1.1; 1.1.2
9	Termination of employment contract	1.5.1; 1.5.2; 1.5.7 (article 9:1a and d deleted)
	3. Working hours and rostering	
10	Shift hours	2.1; 2.2; 2.5
11	Work window and allowance schedule	2.1; 2.3.2; 2.3.3; 2.3.6
11a	Exemption from night shifts	2.3.7
12a	Allowances for working during hours outside the work window	2.1; 2.3.2; 2.3.6 (article 12a:4 sub 2 deleted)
12b	Deleted	
13	Part-time work	1.1.7; 2.2.3; 2.4.4; 9.2
14	Say over working hours	2.1; 2.3.1
15	Overtime	2.1; 2.4
16	Overtime compensation	2.1; 2.4.3
17	Public holidays	2.3.8; 4.2
	4. Job grading and remuneration	
18	Classification into job grades	1.1.1; 1.2; 3.1.1
19	Salary for job grades A to G	1.1.1; 1.2; 3.1.1; 3.1.2; 3.2; 3.3; 3.6.9 (article 19:5 deleted)
20	Salary for job grades H and I	3.3.2
21	Salary increase	3.1.3

Continuation of Table C.2

CBA: 2024-2025: article	title	This CBA: section
21a	Commuting allowance	3.6.5
21b	Internship allowance	3.6.6
22	Salary payment	3.7; 9.2
	5. Holiday entitlement and leave	
23	Holiday duration	1.5.4; 4.1
24	Holiday rights in case of incapacity for work or an accident	4.1.6
25	Lapse of holiday entitlement	4.1.7
26	Holiday allowance	1.5.4; 3.6.7
27	Short-term absence on full pay	1.5.6; 3.8.4; 4.3.1; 4.3.2; 4.4.1; 4.4.2; 6.1.2; 7.1
28	Work and care	4.3.1; 4.3.3; 4.4.3
29a	Deleted	
29b	Older employees leave scheme	6.2
	6. Incapacity for work	
30	Health and safety and absenteeism policies	8.1 (article 30:2 deleted)
31	Sector-specific HIRA	8.2
32	Continued payment of wages in case of incapacity for work	5.2.1; 5.2.2; 5.3.1
32a	Continued payment of wages in case of rehabilitation	5.2.3
33	Reimbursement of physiotherapy costs	3.6.4
	7. Additional provisions regarding drivers (not being forklift drivers)	
34	No-claims bonus	3.6.2
35	Deleted	
36	Subsistence expenses	3.6.3 (article 36:1, 3rd sentence deleted)
37	Maximum shift hours for drivers	2.3
38	Overtime hours for drivers	2.4; 5.2.1 (article 38:4, 2nd para. deleted)
	8. Other provisions	
39	Anti-discrimination	deleted

Continuation of Table C.2

CBA: 2024-2025: article	title	This CBA: section
40	WGA shortfall insurance	5.3.2
41	Pension scheme	3.8
42	Deleted	
43	Death benefit	1.5.7
44	Standing CBA Committee	9.6; Appendix B (article 44:3 deleted)
45a	Training	6.1 (article 45a:4 deleted)
45b	Transition payment in case of involuntary departure	1.5.5
46	Trade union facilities	3.6.8; 7.2; 7.3
47	Reorganisation and/or merger, acquisition	7.4
48	Amendments	9.1.2
	Appendices	
I	Job Classification Handbook ORBA reference job grid	1.2
II	Salary: gross per month/week/four weeks/hour	3.2; Appendix A (weekly salaries no longer applicable)
III	Transitional scheme regarding salaries for job grades A to G	3.3.3
IV	Sample employment contract	deleted
V	Sample amendment of employment contract	deleted
VI	Emergency and short-term care leave	4.3.1 (statutory part deleted)
VII	WGA shortfall insurance	5.3.2
VIII	Deleted	
IX	Regulations of Standing CBA Committee	Appendix B (article 19 deleted)
X	Details of older employees leave scheme	6.2 (transitional scheme for parttimers no longer applicable)
XI	Protocol (recommendations)	after 1.1.7; 1.3; 1.5.6; 3.1.2; 3.5; 4.3.3; 5.3.2; 6.1.2; 6.2.2; 7.4.1; after 8.2.2; 9.1.4; 9.1.5 (the rest has been deleted)
XII	Pay scale under Participation Act	3.1; 3.5
XIII	Abbreviations	9.2
	Job Classification Handbook	1.2



The Collective Bargaining Agreement for Fruit and Vegetables Wholesalers for the period 1 July 2025 to 30 June 2026 has been concluded by:

THE EMPLOYERS' ORGANISATION

- Fresh Produce Centre and

THE EMPLOYEES' ORGANISATIONS:

- CNV and
- Reformatorisch Maatschappelijke Unie van Werknemers (RMU Werknemers).

Declaration of universally binding status

- Under a declaration of universally binding status (algemeenverbindendverklaring, hereafter: 'AVV'), most of the provisions of this CBA apply to all the employers and employees falling under its coverage.
- The CBA parties left a number of provisions out of the request for an AVV. These provisions are binding only on organised employers and their employees. This also applies to provisions which the Ministry of Social Affairs and Employment leaves out of the AVV. CBA provisions which, by their nature, are ineligible for universally binding status include provisions on pensions, reinsurance of the excess borne by employers and provisions not relating to work.
- The order on universally binding status to be issued by the Ministry of Social Affairs and Employment will show which provisions are universally binding. This order will be published on www.overheid.nl and on www.uitvoeringarbeidsvoorwaardenwetgeving.nl
- The AVV will take effect on the day after the publication of the order in the Government Gazette or on another date specified in that order. The validity of the AVV will expire by the end date of the CBA at the latest.

Addresses of CBA parties



organisation	postal address	internet and email addresses	telephone:
Fresh Produce Centre	PO Box 5007 2701 GA Zoetermeer	www.groentenfruihuis.nl info@groentenfruihuis.nl	+31 (0)79 - 368 11 00
CNV	PO Box 2525 3500 GM Utrecht	www.cnv.nl	+31 (0)30 - 751 10 01
RMU Werknemers	PO Box 900 3900 AX Veenendaal	www.rmu.nu info@rmu.nu	+31 (0)318 - 54 30 30

keyword

see (sub)section

A

Above-scale employees	3.1.3
Absenteeism policy	8.1
Accommodation of agency workers	9.4.1
Accrual year of holiday allowance and rights	3.6.7; 4.1.1; 9.2 (definition)
Actual salary	9.2 (definitions)
Additional hours allowance/pay	2.4.4
Additional hours when working part-time	2.4.4; 9.2 (definition)
Addresses of CBA parties	➤
Adjustment of CBA, interim	9.1.2
Agency work	9.4.1; 1.1.5
Agency worker	9.2 (definition)
Allowances	3.3.1; 3.6; 3.7.1
Anniversary (wedding or work anniversary)	4.4.1; 4.4.2
Appendices to the CBA	9.1.4; Appendix A; Appendix B; Appendix C
Appraisal interview	1.3
Appraisal interview/system	3.3.1; 3.3.2; 9.6.1; Appendix B.5
Appreciation allowance	3.6.9
Auxiliary worker	1.2.1; 2.1.1; 3.4.1; 9.2 (definition)
AVV	➤

B

Baseline CBA	9.1.3
Bereavement leave	4.3; recommendation after 4.3.3
Bonuses	3.6; 3.7.1
Breaks	2.5
Business closure	7.4

keyword

see (sub)section

C

Care leave, short-term	4.3
Career	6
Career policy subsidy	recommendation after 6.1.2
CBA Committee	9.6; Appendix B
CBA parties	9.1.1; 9.2 (definition); address details ➤
CBA section numbers and explanatory document	Appendix C
CBA, the/this	9.2 (definition)
Characteristics of the CBA	9.1
Claim-free record, driver's	3.6.2
Commuting expenses	3.6.5
Company visits by trade unions	7.3
Compensation	5.1.3
Conversion table of CBA provisions	Appendix C
Courses	6.1; 3.8.4; 7.1.1; 7.2.2
Coverage of CBA	9.3

D

Days off	4
Death	1.5.7; 4.3
Declaration of universally binding status of CBA	➤
Definitions and terms	9.2
Derogation from the CBA	9.6; Appendix B.4
Dispensation	9.6; Appendix B.4
Dispute about the CBA	9.6; Appendix B.3
Disputes about the CBA	9.6; Appendix B.3
Disputes about the CBA	9.6; Appendix B.3
Doctor's visit	4.3
Driver	2.3.2; 2.3.3; 2.3.5; 2.3.6; 2.4.1; 2.4.3; 3.6.2; 3.6.3; 5.2.1; 9.2 (definition)
Duty of notification/compensation in lieu	1.5.2

keyword

see (sub)section

E

Education	6.1; 3.8.4; 7.1.1; 7.2.2
Education and training	6.1; 6.1. 8.4; 7.2.2
Employability	recommendation after 6.1.2
Employee	9.2 (definition); 9.1.4
Employee participation	7
Employee participation body	9.2 (definition)
Employee under the Participation Act	3.5; 9.2 (definition); notes after 3.5.1
Employer	9.2 (definition); 9.1.4
Employers' organisation	9.1.1; 9.2 (definition); address details ➤
Employment agency	9.2 (definition)
Employment contract	1.1; 1.5
End of employment contract	1.5
Expert opinion UWV	5.1.2
Extended post-birth leave	4.3
Extended working week	2.2.3

F

Financial problems of employees, advice in case of	9.7.2
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