

Introduction and coverage

There are two different lines of business in the company Westende Fruit cultivation B.V., Zwingelspaansedijk 24, in 4793 SE Fijnaart. The prevailing line consists of performance-pay sorting and performance-pay packaging of fruit; the additional line is fruit cultivation.

There is no Collective Agreement (CAO) with compulsory affiliation for the largest line: performance-pay sorting/performance-pay packaging. There is a Collective Agreement for the additional line of fruit cultivation, namely the open cultivation Collective Agreement. This will be substantiated below.

Research has been done into the applicability of any existing Collective Agreement for the performance-pay sorting/ performance-pay packaging line. The Collective Agreement for wholesale trade in fruit and vegetables has incorporated text in its coverage which comes closest to the actual lines of this part of the company. It foresees that every company which exercises 'in favour of' companies which exercise the wholesaler, export and/or shipment trading function in fruit and vegetables, or the function of processing of fruit and vegetables, is deemed an employer under the scope of the Collective Agreement for wholesale trade in fruit and vegetables. The term 'in favour of' has, however, expressly been incorporated in the text of the coverage, and it is equally expressly to be determined that the performance-pay sorting/ performance-pay packaging line as it takes place in this company does not take place 'in favour of', but entirely at own expense and risk and entirely separate from any company active in the wholesaler, export, and/or shipment trading function. The company also has no function in processing fruit and vegetables.

For that reason, therefore, no Collective Agreement is in force for the largest line, performance-pay sorting/ performance-pay packaging.

The terms 'in favour of' and 'processing' need some clarification. In favour of has to be read as 'for the benefit of', 'for the purpose of', 'for the good of', 'in the name of' and 'in the interest of'. This implies a situation that does not apply here. The company is not active 'in favour of' any other party according to such an interpretation. The company carries its activities at own expense and risk, based on own orders, with own management, own regulations, et cetera, in favour of itself and not in favour of any other party. The company is also not affiliated to any other party. The company is in no way bound by the term 'in favour of'.

The term 'processing' as applied in the Collective Agreement for wholesale trade in fruit and vegetables is therein further explained as cleaning, cutting, etc. Such actions are not part of the lines of the company.

With the determination that the largest company line does not resort under the coverage of the Collective Agreement for wholesale trade in fruit and vegetables, it has been established that the Collective Agreement does not apply to any part of the company.

The fruit cultivation line is in fact completely subordinate, makes up for considerably less than 50% of the working hours in the company, making the Collective Agreement open cultivation not compulsory for any part of the company.

Despite the abovementioned, the company wants to look for affiliation with texts such as incorporated in explanations to the with regard to the coverage of the Collective Agreement open cultivation with regard to the fruit cultivation line.

With regard to coverage, the records of the Collective Agreement Open Cultivation include:

Paragraph 1 In this Collective Agreement employer means:

(.....)

b) He who pursues a company with a component: - in which business lines consist exclusively or mainly of open cultivation lines and: - in which the number of working hours constitutes more than 50% of the total number of working hours in the company. This does not apply if another Collective Agreement, registered with the Ministry of Social Affairs and Employment, is in force for that entire company.

c) Statutory independent components of a group in the sense of Article 2:24b DCC, in which the business lines are exclusively or mainly spent on open cultivation. (.....)

d) Statutory independents of companies, in which the business lines and/or working hours are exclusively or mainly spent on open cultivation. (.....)

The explanation of Article 2:24b DCC regarding the term 'group' is that there has to be an economical entity.

It is deemed, based on these provisions from the coverage of the open cultivation Collective Agreement in combination with the explanation of the term 'group' as an economical entity, that the part of the company which concerns itself with the fruit cultivation line should then resort under the coverage of the open cultivation Collective Agreement. The number of working hours in this company's fruit cultivation line is not 50% of the total number of working hours in the company as a whole, however, considering that this part of the company is an independent component with its very own character, and on the basis of which also operates as an own economic entity, in combination with the described coverage of the open cultivation Collective Agreement as incorporated above, sufficient reason and space is deemed for the fruit cultivation lines to affiliate with the open cultivation Collective Agreement. If this is not the case based on unlawful duty, then the company will voluntary side under the scope of the open cultivation Collective Agreement with regard to the fruit cultivation line.

With regard to the fruit cultivation line, thus with the exclusion of the performance-pay sorting/ performance-pay packaging line, it is therefore being affiliated to what parties concerned have arranged for in the Collective Agreement open cultivation. This Working Conditions book will not pay any further attention to the fruit cultivation line. Please refer to the text of the open cultivation Collective Agreement for this.

The company wants to determine its own provisions regarding personnel matters in the performance-pay sorting/ performance-pay packaging line via a recording thereof in a Working Conditions book, in favour of a consistent and insightful personnel police in the company as a whole, with the remark that this is dealt with in the open cultivation Collective Agreement where the fruit cultivation line is concerned.

In summary:

1. There is no Collective Agreement that applies to the company as a whole;
2. There will be an own Working Conditions book containing the Working Conditions of that line with regard to the largest line (performance-pay sorting/ performance-pay packaging);
3. There will be affiliation regarding the subordinate fruit cultivation line.

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Article 1. General obligations of employer

1. Employer will apply the working conditions mentioned in this Working Conditions book during the term and will conduct itself as a good employer.
2. On commencing employment or amendment of this hand book respectively, employer will provide a copy thereof or of the amendment respectively to employee.
3. Employer has to ensure that the Dutch-based employment agency with which it is cooperating is certified based on the NEN 4400-1 norm.
4. Employer has to ensure that the employment agency not based in the Netherlands with which it is cooperating meets similar standards as required from the Dutch-based employment agencies based on this Working Conditions book.
5. Employer will ensure on a random basis that the employment agency with which it is cooperating, lawfully executes the wage payment and deductions from wages of temporary workers which have been made available to his company and that the employment agency's duty of care regarding the Health Care Insurance Act (Zvw) will be obeyed.

Article 2. General obligations of employee

1. Employee conducts itself as a good employee. This involves, among others, that he will give due consideration to the company's interests, even when he has not received an express order to do so (art. 7:611 DCC, *good employer, good employee*).
2. Employee will execute the tasks assigned to him to the best of his ability giving due consideration to the provided instructions and regulations (art. 7:611 and 7:660 DCC, *observing regulations*).
3. If, regarding the incapacity for work of employee's incapacity for work, employer is entitled to invoke a claim for damages against one or more third party/parties, employee will provide the appropriate information.
4. Employee can be obligated to perform tasks for third parties if this could advance his rehabilitation in the work process during or after a period of illness.
5. Employee is not allowed to perform tasks (whether paid or not) for third parties or on own-account without employer's written consent.

Article 3. Types of employment contracts

1. The company has different types of employment contracts in use. These are:
 - An employment contract of indefinite duration;
 - An hourly wage employment contract of indefinite duration;
 - An employment contract of definite duration.
2. For each of these types of employment contracts the company has drafted a fixed sample agreement which is typically used in each case. The standard agreements have been added to this Working Conditions book as appendix 3.

Article 4. Trial period

1. The trial period has to be recorded in writing and amounts to:
 - no more than two months in the case of an employment contract of indefinite duration;
 - no more than one month in the case of an employment contract of definite duration of more than six months.
2. A trial period may not be agreed upon in the case of an employment contract of definite duration of 6 months or less.

Article 5. Termination employment contract

Termination employment contract of indefinite duration

1. There are no other than the statutory regulations for employer and employee for the termination of the employment contract of employee, younger than the pensionable age pursuant to the General Old Age Pension's Act (AOW), who has been hired for indefinite duration.
2. Termination by employee: The notice period for employee is one month, subject to the provisions in art. 7: 677 (*termination for urgent reasons*) and 679 (*urgent reasons for employee*) of the Dutch Civil Code (Burgerlijk Wetboek).
3. Employer does not have to honour any other than the statutory prohibitions of termination as mentioned in Article 7:670 DCC (*prohibition of termination during an employee's illness*).

Termination of an employment contract of definite duration

4. In case of termination of an employment contract with employee, who has been hired for definite duration, employer has to announce in writing if the employment contract will or will not be renewed – at the written request of employee, no later than one month before the end of the employment contract. If, after a timely request by employee thereto, this said announcement has not been made on time by employer, the employment contract is deemed to have been renewed on the same conditions and for the same period of time.
5. The employment contract of definite duration can be terminated prematurely by both employer and employee if this has been agreed upon in writing before commencement and with due observance of a notice period of one month and the other rules of the law on dismissal.

For all employment contracts

6. The employment contract ends by operation of law on the last day of the pay period in which employee reaches the pensionable age pursuant to the General Old Age Pension's Act.
7. The employment contract ends due to the death of employee.

Article 6. Working hours

1. The normal, regular working hours are 40 hours a week, where employee has the right to daily working hours of at least three hours.
2. Working hours means the time, during which an employee performs his tasks assigned to him by employer, between the time the shift commences and the time the shift ends, possibly between the times when the shift commences and is interrupted in the work place and those which, after the shift has again commenced after interruption has commenced and ended again.
3. The received breaks will be partially deducted from the working hours. The breaks concern the half an hour lunch breaks and the 15-minute coffee/tea breaks in the morning and afternoon. Half an hour of the total break time will remain at the expense of employer. The other break time will be deducted from employee's working hours.
4. There will be a work plan with regard to the working hours to be made and the use of employee's working hours in general set out by or in name of employer and available for employee so that he is informed when his working hours will be. The work plan will normally

be available (by way of public release in the company's canteen) to employee two business days before the work should be carried out.

In concrete terms there is a standard plan drafted by the company that is ongoing until there is an amendment, which will be communicated via an information notice in the canteen.

5. The regular working hours of the company are from Monday up to and until Friday between 6 a.m. and 7 p.m. and Saturday between 6 a.m. and 12 p.m.

6. Two-shift works. In the case of high work supply it can be necessary to work in two shifts during busy periods. These shifts will be completed by temporarily hiring extra personnel (for example temporary workers). These shifts will be from 7 a.m. until 3.30 p.m. and from 3.30 p.m. until 11.30 p.m. Employee is obligated to make all reasonable efforts to contribute to this.

Article 7. Premium hours (additional hours, overtime, shift work)

1. For the hours worked outside of the regular working hours and any possible additional hours on top of the regular working hours of 40 hours a week, the following bonuses, if appropriate, apply to employee:

For additional hours and overtime a uniform bonus of 35% of the gross hourly wages applies. Definition of gross hourly wages: Gross monthly wages / average number of hours a month (=173 1/3).

(=hours per year / 12 or [52 weeks * 40 hours] / 12 = 173 1/3)

The surcharge for holidays and holiday pay is incorporated in abovementioned surcharge.

2. Surcharge for evening shifts:

In the case of shift work, there will be 2 shifts.

The day shift starts at 7 a.m. and ends at 3.30 p.m. In total there is a one-hour break. For the 7 1/2 hours that are worked, 8 hours of work will be paid out. If longer hours are worked (for example starting at 6 a.m. instead of 7 a.m.) it is a case of overtime and a surcharge of 35% will be awarded on that hour (see paragraph 1).

The evening shift starts at 3.30 p.m. and ends at 11.30 p.m. In total, there is a 3/4 hour break. For the 7 1/4 hours worked, 8 hours of wages will be reimbursed. Next to that, the evening shift will receive a surcharge of 15% in compensation for working nights (on gross day wages = gross hourly wages * 8).

Article 8. Expense allowances

Employer can pay out a travel allowance to employee. To be eligible for a travel allowance there has to be an approval for reimbursement of a certain journey, or multiple journeys, issued by management.

The journeys eligible for allowance always concern business trips and/or commuting trips (vice versa).

The amount of the allowance is, where appropriate, equal to the allowance that can be issued net compliant with fiscal legislation.

Today that is € 0.19 per kilometre.

The travel allowance for so-called business-business travel is reimbursed when a fully filled in and signed distance declaration form is submitted (to be obtained from human resources).

For commute travel, the number of kilometres per return journey is maximized to 30 and the allowance will be calculated by employer by way of determined distances via "Google-maps".

Article 9. Part-time work

1. In the case of agreed upon working hours shorter than the normal 40 hour working hours a week, the working conditions will be according to this agreement, depending on the number of hours a week, according to application of proportionality.
2. In that case, the continued payment of wages in the case of incapacity for work takes place based on the average number of worked hours in the preceding 52 weeks.
3. The employment contract can be adjusted in mutual consultation, in compliance with the Working Hours Adjustment Act (WAA), if employees with a weekly duty period shorter than the normal duty period regularly exceed the duty period applicable them. What is deemed regularly is for employer to evaluate.
4. An employee's request for a reduction of the duty period will be considered by employer. If employer can agree with it depends on the presence of serious company or duty interests. What is deemed serious is for employer to evaluate.

Article 10. Public holidays

1. In principle, no work is carried out during public holidays.
2. The wages during public holidays will continue as if they were working days.
3. Public holidays are: New Year's Day, King's Day, Easter Monday, Ascension Day, Whit Monday, 5 May only in the years it is a national holiday is, and Christmas Day and Boxing Day in case these are working week days.

Article 11. Job titles

1. The persons working in the company will be categorized by job titles. A job title has a job title description. The job title description which applies to employee will be mentioned in the employment contract. If the job title description of employee changes, he will be notified in writing.
2. Every job title has a wage scale.
3. The job titles are described in a job title description. The job title descriptions have been incorporated as appendix 1 of this Working Conditions book.
4. Job title descriptions do not apply to the following employees:
 - Employees with an occupational impairment. Employees belonging to the target group of the Participation Act (participatiewet), i.e. employees with a WSW-indication and Wajongers with a capacity to work found to be unable to earn 100 % of the Statutory minimum wage (WML) in a full-time job because of an occupational impairment. A separate wage scale, the starting scale, has been implemented for this group of employees..
 - Employees under 21. Employees who have not yet reached the age of 21, receive the statutory minimum wage corresponding to their age. Change will take place starting the month following the month of the employee's birthday.

Article 12. Wages and wage payment

1. The wages which apply to an employee are deducted from a wage scale. The wage scale is linked to the job description that applies to employee. The wage scales have been incorporated in appendix 2 of this Working Conditions book.
2. Employer applies the wage scales in the following way:
 - a) Employee who has reached the applicable job title adult age in his wage scale will be remunerated according to his job title description. This grading has a minimum and a

maximum. There can be an individual ceiling in the wage scale applying to employee which is not the absolute ceiling of the wage scale;

- b) If employee has not worked for a period longer than six months uninterrupted in the previous calendar year because of incapacity for work or unpaid leave, no raise will be awarded (indexation will take place though);
- c) If an employee performs inadequately and this has been pointed out in writing by employer to employee at least two times in the previous calendar year without an improvement of the performance, no raise will be awarded (including no indexation);
- d) If the results of employer allow for it, employer may decide to pay a profit-related bonus to employees. The decision to do so or not will be taken once a year. The time that management makes this decision is after the employer's annual accounts of the previous calendar year have become definitive and after management has discussed it in the employee representative body.

3. Contrary to the abovementioned, the employee who does not have the specific expertise or business knowledge required for the fulfilment of the job title upon starting employment, will be categorized in the starting scale under the following conditions:

- 1. The job title of employee is categorized in job title group 1;
- 2. Employer will enable employee to follow the necessary education/training for the job title;
- 3. After year 1 it will be assessed to categorize employee in wage scale 1.

4. The following provisions further apply:

- a. Employer is obligated to issue a written specification of the paid amount, of the amounts used to calculate the paid amount as well as premiums, taxes and amounts deducted and expense allowances to employee at every wage payment. The specification will further specify the name of employer and of employee as well as the period the payment relates to.
- b. During the term of the contract regular wage payment will take place. The wages will be paid monthly before the end of the month. The aim is to pay the wages before the 27th of each month.
- c. Overtime from the 20th of the previous month until the 19th of the current month will be paid together with the monthly wages.

5. The wage scales will be indexed once a year based on the range for consumer prices (all expenditures) where the price index is 2015 = 100. In as far a minimum wage has been incorporated in a wage scale, these minimum wages will change simultaneously and according to and consistent with the change of the statutory minimum wage.

6. In the case of a structural loss-making company result, the understood indexation in paragraph 5 of this Article can be refrained from in consultation between employee representative body and management. If the company results allow for it, a higher percentage can be applied in consultation as well.

Article 13. Holidays

- 1. The holiday year for holidays runs from 1 January tot and with 31 December.
- 2. Employee is entitled to 296 yearly holiday hours in total. These consist of 160 statutory holiday hours (i.e. 20 days times 8 hours) and 136 above statutory holiday hours (i.e. 17 days times 8 hours).
- 3. If employee is employed in the course of the holiday year or leaves the company respectively, he/she is entitled to a number of holiday hours calculated pro rata. This means

that if someone leaves the company halfway through the year and has already taken out all holidays, there has to be a refund by employee to employer.

4. The holiday will be determined in consultation with employer. A maximum of 120 holiday hours (i.e. 15 days) can be taken out consecutively. This may be deviated from in close consultation. Employee is obligated to take out the 20 statutory compulsory holidays each year. Employer has to ensure that employee has the opportunity to do so.

5. In consultation between employee and employer the above statutory days (17 in total) can be:

- Taken out;
- Deferred to the next year in order to take them out in due course;
- Paid out against the gross hourly wages augmented with a 35% surcharge.

Definition of gross hourly wages: gross monthly wages / average number of hours per month (=173 1/3).

(=hours per year / 12 i.e. [52 weeks * 40 hours] / 12 = 173 1/3)

6. Employer is entitled to yearly determine collective holidays up to a maximum of twelve days per calendar year. This is mainly intended to initially compensate for the unexpected elimination of the sorting work.

7. During the holiday, employee may not perform any paid professional labour, of whatever nature, for third parties.

8. Without prejudice to the other provisions in Book 7 of the Dutch Civil Code, any right of claim to granting statutory holiday hours will expire after a period of three years after the last day of the calendar year in which the claim has arisen. When taking out holidays, days that are first to expire will be deemed to be realized first.

9. Without prejudice to the other provisions in Book 7 of the Dutch Civil Code, any right of claim to granting above statutory holiday hours will expire after a period of five years after the last day of the calendar year in which the claim has arisen. When taking out holidays, days that are the first to expire will be deemed to be realized first.

Article 14. Holiday pay

1. The holiday year for holiday pay runs from 1 June tot and with 31 May.

2. Employee is entitled to holiday pay, to be paid between 1 May and 1 July. The percentage of the holiday pay is 8.25% (=one month) and is calculated on the fixed gross wages paid out in the holiday year. Therefore, no holiday pay will be paid on overtime, premium hours, or other forms of incidental or variable bonuses.

3. Employee whose employment contract is terminated will be paid holiday pay on a time-proportion basis, taking into consideration until which date the holiday pay has already been settled with him.

4. Until is otherwise decided, employer will pay the accumulated holiday pay once a year, simultaneously with the wages of the month of May.

If employee expressly requests this, the holiday pay can also be paid out on a monthly basis (i.e. 8.25% of the fixed gross monthly wages).

Article 15. Short term absence without loss of wages

1. In the case of a short term absence, insofar as this is necessary within the shift and has been timely reported to employer, the wages will be continued to be paid out in below mentioned cases and until the mentioned duration provided that, with respect to funerals, weddings and such the ceremony is to be attended:

- a. in the case of employee's wedding or in the case of partnership registration: 2 days
- b. in the case of employee's 25-year or 40-year marriage: 1 day

- c. in the case of death of employee's spouse, child or parent: from the day of death up to and until the day of the funeral with a minimum of 3 days, possibly including Sunday.
 - d. in the case of death of grandchildren, in the case of death of employee's parents-in-law or grandparents: 1 day
 - e. in the case of death of employee's children by marriage, brothers, sisters, brothers-in-law or sisters-in-law: 1 day
 - f. in the case of employee's wife's delivery, 2 days, including the day of the birth and the statutory parental leave
 - g. in the case of employee's 25-year or 40-year service anniversary: 1 day
 - h. for taking professional exams in courses recognized by the industry: no less than the time necessary with a minimum of 1 day
 - i. in the case of a necessary doctor's visit which - subject to emergency cases – have been communicated to employer: at least 2 hours beforehand or, if longer leave is needed, during the time to be determined by employer in relation to the local circumstances
 - j. in the case of employee's relocation: maximum of 1 day per year
2. In the case of an employee's sustainable relationship with a partner, which is known by employer, this Article will hold as if they were married.

Article 16. Incapacity for work

1. Employer will have expertise support in the execution of his working conditions and absenteeism policy by entering into an agreement with a certified Working conditions service (arbodienst) or by bringing in expert support.
2. Employer shall provide a risk and evaluation inventory which is verified by a company certified to do so. Employer will ensure that this is and stays of recent date according to the current legislation.
3. Employee, who is not able to perform work due to incapacity for work, is obligated to notify employer (the direct superior and the head of Human Resources) no later than half an hour before start of the work time, unless this is impossible due to force majeure.
4. Contrary to the provisions in art. 7: 629 lid 1 of the Dutch Civil Code (*wage claim in the case of illness or pregnancy*), employer is, if employee cooperates in a reasonable way with his rehabilitation, obligated to pay gross wages as long as employee is unable to perform work due to incapacity for work during the employment contract, during a period of 104 weeks, as follows:
 - In the first six months of the incapacity for work, the statutory compulsory continued payment of wages will be supplemented up to 100% of the fixed wages.
 - In the 7th up to and until the 12th month of the incapacity for work, the statutory compulsory continued payment of wages will be supplemented up to 85% of the fixed wages with the lower limit the statutory minimum wage applying to the person incapacitated for work.
 - In the second year of illness, the statutory compulsory continued payment of wages will be supplemented up to 70% of the fixed wages with the lower limit the statutory minimum wage applying to the person incapacitated for work.
5. If an employee has not been absent in a calendar year due to incapacity for work, two extra days off will be awarded the following calendar year (from 37 to 39 days).
6. From the third sick report a period of one year, one waiting day will be deducted at the expense of employee. This waiting day at the expense of employee will be compensated by an above-statutory minimum holiday or a different time-for-time scheme.
7. The continued payment of 70% gross wages will, contrary to this Article, be prolonged after 104 weeks of illness if: - the handling of the WIA-application will be postponed at the instruction of UWV if the employer has insufficiently endeavoured to facilitate rehabilitation

of employee incapacitated for work - employer and employee will jointly decide to postpone the WIA-application.

8. Employee, who has been declared partially incapacitated by the certified company doctor and who uses his right to a “second opinion” at UWV, will receive continued payment until the result of the second opinion is known, however, never longer than one month. If the result of the second opinion confirms the view point of the working conditions service, the employer may reclaim employee’s unwarranted continued payment.

9. During the incapacity for work period only statutory holidays (20 per year) will be accumulated.

10. If employee does not follow the instructions of the working conditions service, employer is entitled to impose sanctions on employee, including suspension of continued payment of wages.

11. If employee, where appropriate, does not perform the suitable replacement work offered by the working conditions service, employer is entitled to impose sanctions on employee, including suspension of continued payment of wages.

12. If there is an employment contract of definite duration, and employee is incapacitated for work at the end of this employment contract, the employment contract will nevertheless come to an end.

Article 17. Pension scheme

1. Employer and employees are bound to adhere to the provisions of the Statuten en Reglementen van het Bedrijfspensioenfonds voor de Landbouw (Articles of association and regulations of the company pension fund for agriculture). Employer has aligned himself to this pension fund, the pension fund has accepted this affiliation.

For the sake of brevity, only reference is made to this general available information.

Article 18. Supplementary insurances

1. Employer will make an effort to arrange a collective health insurance scheme for the benefit of employees with a foreign nationality which they can use.

2. Employees are, however, not obligated to use it.

Article 19. Special allowances

1. Jubilee benefits

- In the case of a 12.5 year employment, an extra ½ monthly wages will be paid as gross (=statutory) pay.

- In the case of a 25 year employment, an extra 1 month wages will be paid as net (=statutory) pay.

- In the case of 40 year employment, an extra 1 month wages will be paid as net (=statutory) pay..

2. Death benefit

If employee dies, a death benefit shall be issued based on the provisions in Article 7:674 DCC (=one month net wages).

Article 20. Training

1. Employees are obligated to, if it is necessary for the interest of the company, to attend courses with a maximum of 3 daily parts.

2. Course time during regular working hours is considered to be work time

3. The costs for courses and training and corresponding study materials, provided approval by employer in writing, can be charged by employee to employer by submitting a copy of the costs paid.

Article 21. Extraterritorial costs (extra costs that foreign employees have)

1. The conversion of the wages for tax-free compensations or tax-free provisions is allowed subject to the following limitations and conditions: In the case of a conversion of wages for tax-free compensations or tax-free provisions related to extraterritorial costs, mandatory provisions have to be taken into account. Conversion of wages is only allowed if and insofar fiscally admissible. The amount of the tax-free compensations or the value of the tax-free provisions which employer wishes to reimburse or issue un-taxed, has to be mentioned on the payslip. These may include:

- The conversion of double housing costs;
- The conversion of cost or living allowance;
- The conversion of additional housing costs;
- The conversion of kilometre allowance between the home country and country of work.

2. The wages after conversion cannot be lower than the statutory minimum wage applying to employee. The conversion of wage elements does not influence the principle of these wage elements. In the case of conversion, first the total sum of wage elements that employee is entitled to will be determined. Next, it will be determined which part thereof can be conversed.

3. Employer offers this favourable fiscal possibility to all employees who are initially entitled to it and who have submitted the following information to employer:

4. In case of conversion of double housing costs:

- A copy of the title deed of the house in the home country, or a copy of the lease of the house in the home country, and;
- A copy of the registration in the municipal personal records database (GBA) in the home country of the person himself/herself, the partner and any children at the address of the house in the home country;
- Proof that the partner actually is the partner, by submitting a copy of the marriage certificate or a cohabitation agreement, and;
- A copy of the lease in the Netherlands which shows the Dutch residential address and the rental sum.

5. In case of conversion of cost or living allowance and additional housing costs:

- A copy of the lease in the Netherlands which shows the Dutch address and the rental sum;
- A copy of the registration in the municipal personal records database of the home country of the person himself/herself;
- A copy of the letter of award of the by the tax authorities (Belastingdienst) of the BSN.

6. In case of conversion of kilometre allowance between the home country and country of work:

- A copy of the registration in the municipal personal records database of the home country of the person himself/herself;

- Substantiation of the travel costs made, including proof thereof.

7. The conversion of wages for tax-free compensations or tax-free provisions has to be agreed upon beforehand in writing between employer and employee and will be incorporated in one or more supplement(s) to the employment contract. For which tax-free compensations or tax-free provisions employee wages converts and the agreed upon period will be incorporated in the supplement(s) to the employment contract, among others. After the scheme for extraterritorial costs has been agreed up through written recording with employee, this favourable fiscal scheme will be applied to him from the first pay period thereafter.

8. The information to be provided regarding the applicability of this fiscal scheme can be adjusted by the government from time to time. The adjustments will be communicated, and will be expected to be in the employee's possession within one month.

Article 22. Employee representative body

1. Employer will ensure and facilitate the set-up of an employee representative body. The head of human resources, who will act as chairman of the body will have a seat in the body and will request three members from the workforce to also have a seat in this body. The members who can be asked to do so have to fulfil the following conditions:

- Have an employment contract of indefinite duration with the company;
- Employed for a minimum of 5 years without interruption or fulfil a staff job title.

2. The employee representative body has no decision-making power, but an advisory vote to the general director. Furthermore, the body serves for consultation by the general director regarding personnel matters. The function of the body is also that its members serve as a contact person for the personnel members in the field of personnel matters in general and vice versa.

3. The members of the employee representative body may have a seat in the body for four years and can subsequently be asked one more time to have a seat during another four year period. The duration of membership therefore is a maximum of eight years. After someone has not had a seat in the organ for at least two years, it is possible to be asked again and have a seat again. Management and employee representative body can deviate from this in consultation.

4. The employee representative body will convene four times a year for a meeting, and furthermore as often as two of its members submit a request thereto with its chairman. After such a request has been submitted, the chairman will plan a meeting within period of no later than a month from the date of the submitted request. A week prior to the meeting, the chairman will make available an agenda which contains the items to be dealt with in the meeting.

5. Permanent agenda items which will be on the agenda at least once a year include at least:

- Proposed amendments to the Working Conditions book;
- The development of the wage scales;
- The overall progress of the development in the company concerning, among others, personnel matters.

Appendix I JOB TITLE DESCRIPTIONS

Job titles and point-by-point descriptions of the main tasks at fruit sorting/ packaging
(Only direct job titles, job titles working for the Westende Fruit cultivation B.V. have been
left out. These are Management/Human Resources and Managing director)

1. Sorting employee (is charged with the actual sorting of the fruit)
Dig-out employee
Clean-up employee
2. Senior sorting employee (actually sorts and packages the fruit and supervises
beginning sorting employees and is incidentally employable as Replacement
Employee fruit logistics)
3. Employee fruit logistics (getting ready and shipping of orders)
4. Employee fruit-administration (entering of packaged fruit in various systems / cask
ordering and registering / printing stickers, etc.)
5. Quality employee (checks and registers at random if fruit quality suffices)
6. Foreman Sorting hall (is actually in charge of all lines in the sorting hall and solves
problems)
7. Production leader Sorting (general manager / outside contact / (personnel) planning /
invoicing)

Appendix II WAGE SCALES

Wages scales per 01-01-2017, the numbers correspond with the job title descriptions recorded in appendix I

	Start scale		End scale
	€		€
1.	1,575	-----	1,650
2.	1,650	-----	1,800
3.	1,800	-----	2,100
4.	1,900	-----	2,200
5.	2,100	-----	2,300
6.	2,300	-----	3,000
7.	3,000	-----	4,000

There is also a starting scale. The starting scale applies the current statutory minimum wages from 01-01-2017 euro 1,551.60 per month).

The speed with which an employee can follow the wage scale depends on personal functioning.

If, because of the incidental nature of the job, a “all-in gross hourly wages” is agreed upon (= the so-called hourly wage employees), this hourly wage will, using the abovementioned scales, determined as follows:

Gross hourly wage = gross monthly wage / average number of hours per month (=173 1/3).
(=hours per year / 12 i.e. [52 weeks * 40 hours] / 12 = 173 1/3)

Subsequently, this gross hourly wage will be increased with 20% for the benefit of handling (buyout) holiday pay and holidays.

Appendix III SAMPLE EMPLOYMENT CONTRACTS

Employment contract of indefinite duration

Employment contract hourly wage employee of indefinite duration

Employment contract of definite duration

Employment contract of indefinite duration

The undersigned:

M.L.M. of 't Westende

Legally acting on behalf of Westende Fruit cultivation B.V.

Zwingelspaansedijk 22 4793SE Fijnaart

Hereinafter to be called employer,

and

Name:.....

Address:.....

City:.....

Born on..... in

Herein after to be called employee,

have agreed upon the following:

Article 1

Employee begins work with employer starting.....

in the job title of (see job descriptions).

Article 2

The employment contract will be entered into for indefinite duration. The first two months of this agreement are seen as a trial period.

Article 3

Employee is obliged to, where applicable, carry out all tasks reasonably assigned by or on behalf of employer in.

Article 4

Employee will receive a gross starting salary of €per month.

The holiday allowance is 8¼% per year of the yearly wages.

Article 5

Employee is entitled to 37 holidays per calendar year.

Article 6

The contents of Westende Fruit cultivation B.V. Working Condition book is inextricably linked to this employment contract. A copy has been issued to employee.

The agreement has been drawn up in duplicate in Fijnaart, on

Signature employer:

Signature employee:

Employment contract hourly wage employee of indefinite duration

The undersigned:

M.L.M. of 't Westende

Legally acting on behalf of Westende Fruit cultivation B.V.

Zwingelspaansedijk 22 4793SE Fijnaart

Hereinafter to be called employer,

and

Name:.....

Address:.....

city:.....

Born on..... in

Hereinafter to be called employee,

have agreed upon the following:

Employee declares to be in principle available to perform work on an on-call basis for Employer in the job title of “..... see job descriptions” each time Employer deems fit. Employee is, however, not obligated to comply with a call to perform work if this work should not fit him/her at the moment of the call by Employer, for his/her personal reasons. No call duty applies to employer, other than provided by law.

Article 1 Duration of the agreement

This agreement has been entered into for indefinite duration. Both parties are entitled to terminate this agreement in writing, subject to a term of one month.

Article 2 Employment contract(s) of definite duration

If Employer on-calls and Employee answers this call, Employer and Employee will, each time for the duration of the work to be performed enter, into an oral employment contract for the time that the work takes.

Article 3 Remuneration

Insofar as, in view of the on-call, no deviating agreements are made, the wages are €gross per worked hours. The wages will, after deduction of the statutory retentions, be paid monthly no later than the last day of the calendar month. A 20% surcharge for holiday pay and holidays is incorporated in these gross hourly wages.

Article 4 Other agreements

The contents of Westende Fruit cultivation B.V. Working Condition book is inextricably linked to this employment contract. A copy has been issued to employee.

The agreement has been drawn up in duplicate in Fijnaart, on

Signature employer:

Signature employee:

Employment contract of definite duration

The undersigned:

M.L.M. of 't Westende

Legally acting on behalf of Westende Fruit cultivation B.V.

Zwingelspaansedijk 22 4793SE Fijnaart

Hereinafter to be called employer,

and

Name:.....

Address:.....

City:.....

Born on..... in

Hereinafter to be called employee,

have agreed upon the following:

Article 1

Employee begins work for employer starting for the duration of months in the job title of “ see job descriptions”.

The employment contract ends by operation of law without termination required is at the end of the abovementioned number of months.

Article 2

In the case of employment up to 6 months there is no trial period. In the case of employment of more than 6 months there is a one month trial period.

Article 3

Employee is obliged to, where applicable, carry out all tasks reasonably assigned by or on behalf of employer in.

Article 4

Employee will receive a gross starting salary of €per month, notwithstanding statutory or periodic increases.

The holiday allowance is 8¼% per year of the yearly wages.

Article 5

Employee is entitled to 37 holidays per calendar year.

Article 6

The contents of Westende Fruit cultivation B.V. Working Condition book is inextricably linked to this employment contract. A copy has been issued to employee.

The agreement has been drawn up in duplicate in Fijnaart, on

Signature employer:

Signature employee: