

PRO : HRM

A high-angle photograph of a modern office interior. In the foreground, a woman with long brown hair, wearing a white blouse and dark trousers, is walking down a wooden staircase. To her left, three people are gathered around a round wooden table with blue chairs, engaged in conversation. The office has large windows, colorful abstract art on the walls, and a fire extinguisher. The overall atmosphere is professional and collaborative.

# Personnel guide for temporary employees

Version: January 2020

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## Article 1. Definitions

In this Personnel Guide, the terms below have the stated meaning:

- 1.1 **Personnel Guide:** this personnel guide of the Employer;
- 1.2 **DCC:** Dutch Civil Code;
- 1.3 **Employer:** the private limited companies PRO B.V. or PRO Flex B.V., with their registered office in Eindhoven, namely your employer;
- 1.4 **Temporary Employee:** the natural person who has entered into a Temporary Employment Contract with the Employer under Section 7:690 DCC and will be assigned by the Employer exclusively to a Client of the Employer to perform work under the supervision and management of this Client ('you');
- 1.5 **Client:** the company at which you actually perform your work under its supervision and management;
- 1.6 **Assignment Confirmation:** the Assignment Confirmation that accompanies the Temporary Employment Contract. The specific arrangements that apply to each assignment to the Client are set out in this Assignment Confirmation;
- 1.7 **Agency Clause:** a stipulation as referred to in Section 7:691, paragraph 2 DCC, to the effect that the Temporary Employment Contract with Agency Clause ends:
  - a. by operation of law because the Client no longer wishes or is no longer able to hire you, for whatever reason; or
  - b. because for whatever reason, including incapacity for work, you no longer wish or are no longer able to perform the stipulated work.

If you are incapacitated for work, the Temporary Employment Contract with Agency Clause will be deemed terminated with immediate effect by operation of law at the Client's request immediately after the sickness report.

- 1.8 **Temporary Employment Contract:** the Temporary Employment Contract as referred to in Section 7:690 DCC, which is not a Payroll Agreement under Section 7:692 DCC, under which the Employer, as a temporary employment agency, assigns the Temporary Employee to a Client under an assignment to perform work there under the Client's management and supervision.
- 1.9 **User Company Remuneration:** the legally applicable remuneration that applies to an employee of the Client working in an identical or equivalent position to that of the Temporary Employee, as referred to in Section 8 of the Placement of Personnel by Intermediaries Act (*Wet allocatie arbeid door intermediairs*, 'Waadi'). Under the CLA, the User Company Remuneration consists of these components:
  - a. only the applicable periodic pay in the scale;
  - b. the applicable reduction in working hours. This can be compensated in time or money at the temporary employment agency's discretion;
  - c. allowances for overtime, working irregular hours (including public holidays), shifted hours and shifts. From 2 September 2019, this also includes allowances for work under physically demanding conditions related to the nature of the work (including work under low or high temperatures, work with hazardous substances, or working in dirty conditions);
  - d. initial salary increase (amount and time as determined by the Client);
  - e. expense allowance (insofar as the temporary employment agency can pay this exempt from payroll taxes and social security contributions: travel expenses, pension and other costs that are necessary because of performing work duties);
  - f. salary increments (amount and time as determined by the Client);

- g. allowances for physically demanding work-related conditions;
- 1.10 **CLA:** the Collective Temporary Employment Contract for Temporary Employees (Federation of Private Employment Agencies, 'ABU');
- 1.11 **Appendix/Appendices:** Appendices to this Personnel Guide and the Temporary Employment Contract which form an integral part of these documents.

## Article 2 Applicability and publication of the Personnel Guide

- 2.1 The content of the latest Personnel Guide forms part of the Temporary Employment Contract.
- 2.2 Amendments or additions to the Personnel Guide after you start your employment will be published on the Flexportal, to which you have access. The latest version of the Personnel Guide can always be consulted on the Flexportal.
- 2.3 If there is any inconsistency between a provision of the Personnel Guide and a provision of the Temporary Employment Contract and the corresponding Assignment Confirmation, the provision of the Assignment Confirmation takes precedence, followed by the Temporary Employment Contract and lastly the Personnel Guide.
- 2.4 The Employer may deviate from the provisions of this Personnel Guide in special circumstances.

## Article 3 CLA

- 3.1 The latest version of the CLA applies to the Temporary Employment Contract. The latest version of the CLA can be downloaded at [www.abu.nl](http://www.abu.nl) and the Flexportal.

## Article 4 Temporary Employment Contract

- 4.1 Unless explicitly agreed otherwise, you will start with the Employer in Phase A, as referred to in the CLA, for 78 worked weeks. The Temporary Employment Contract starts only when you actually start work at the Client.
- 4.2 In Phase A, you will always work on the basis of a Temporary Employment Contract with an Agency Clause, unless it has been expressly agreed in writing in the Temporary Employment Contract that the Agency Clause does not apply. The Temporary Employment Contract ends on the basis of this Agency Clause if one of the situations listed in Article 1 g occurs. By means of this provision in the Personnel Guide, you have already been informed of a possible termination of the Temporary Employment Contract in those cases. This satisfies the notice period in advance, where applicable.
- 4.3 Unless early termination has been excluded in writing, you or the Employer may terminate a fixed-term Temporary Employment Contract without an Agency Clause in Phase A or Phase B early, effective from the next working day, with due observance of the statutory notice period. If the duration of the Temporary Employment Contract without an Agency Clause is shorter than the statutory notice period applicable to that Temporary Employment Contract, early termination will not be possible.
- 4.4 Notwithstanding paragraph 3 of this article, you may terminate the Temporary Employment Contract without an Agency Clause in Phase A with immediate effect if the Employer invokes the exclusion of continued payment of salary as referred to in the CLA.
- 4.5 The Temporary Employment Contract without an Agency Clause in Phase A is always entered into for a fixed term and expires by operation of law upon its expiry (with no need for a prior notice of termination, service of a notice or notification). In any event, the Temporary Employment Contract without an Agency Clause in Phase A always ends after 78 worked weeks, i.e. before Phase B, as referred to in the CLA, commences.

- 4.6 Unless otherwise agreed in the Temporary Employment Contract, the full salary exclusion applies in Phase A. In other words, you will be paid only for the hours you actually work at the Client. The hours approved by the Client will be the guiding principle.
- 4.7 A fixed-term Temporary Employment Contract is entered into in Phase B, for the specified period. The Temporary Employment Contract in Phase B expires by operation of law upon the expiry of this period (with no need for a prior notice of termination, service of a notice or notification). A maximum of six fixed-term Temporary Employment Contracts can be agreed in four years in Phase B. In any event, the Temporary Employment Contract in Phase B will also terminate by operation of law before Phase C commences.
- 4.8 If you continue to work in Phase A or Phase B for a fixed period of time after the expiry of the Temporary Employment Contract, or if the Temporary Employment Contract is continued within six months, it will be tacitly extended for the same period and under the same employment terms and will expire again by operation of law after the expiry of this period, unless a new Temporary Employment Contract (with a different term) is agreed. If the Temporary Employment Contract is terminated under this article by operation of law and then tacitly renewed, a new Temporary Employment Contract will be deemed concluded under the conditions set out in the previous Temporary Employment Contract, but for a maximum period of two months, unless the Employer stipulates otherwise.
- 4.9 A fixed-term Temporary Employment Contract without Agency Clause in Phase A entered into for six months or longer will not be continued, unless the Employer informs you in writing no later than one month before the end date of the Temporary Employment Contract that and under which conditions the Temporary Employment Contract will be continued.
- 4.10 The Temporary Employment Contract in Phase C is entered into for an indefinite period of time. You or the Employer may terminate the Temporary Employment Contract in Phase C effective from the next working day, with due observance of the statutory notice period.
- 4.11 You must give the Employer one working day's notice if you wish to terminate the Temporary Employment Contract with Agency Clause in Phase A.
- 4.12 You must always perform the work at a Client that has been agreed with you and specified in the Assignment Confirmation.
- 4.13 The Temporary Employment Contract ends in these cases by operation of law and with no need for notice of termination or will be terminated extrajudicially:
- on the day before you reach state pension age;
  - as soon as your residence permit or work permit has expired or you no longer have a valid residence permit, work permit or passport necessary to perform the work;
  - on the day you are unable to identify yourself with a valid ID document or passport;
  - if the Employer has requested a Certificate of Good Conduct (*Verklaring Omtrent Gedrag*, 'VOG'): in each case, a calendar week after the expiry of the period set for submitting the VOG.

## Article 5 General obligations of the Temporary Employee

- 5.1 When you start working for the Employer, you must provide a complete account of your relevant employment history, in particular whether you have previously worked in a similar position at the Client, through another temporary employment agency or otherwise.
- 5.2 You must also provide information about any previous period of unemployment in connection with possible premium reductions for the Employer.

- 5.3 Prior to commencing your employment, you must inform the Employer whether there are any impediments to you performing the agreed work, such as those arising from a non-compete or non-solicitation clause.
- 5.4 You must report whether you have accrued pension with StiPP or another pension provider within the 26 weeks prior to the Temporary Employment Contract.
- 5.5 You must perform the agreed work under the Client's supervision and management and comply with reasonable instructions of the Employer and the Client regarding the performance of that work. The Client may draw your attention to the applicable rules of conduct or internal rules, protocols or policy of the Client, which you must observe. You are therefore obliged to comply.
- 5.6 You should be aware of your activities on social media, both for business and private use. In this context, you must behave like a good employee and bear personal responsibility for the content you publish on any social media, consider the legitimate interests of the Employer, your colleagues, the Client and third parties, and not cause them any material damage or pain and suffering.
- 5.7 The Employer is your sole point of contact when it comes to matters relating to your employment, such as:
- a. your salary and other employment terms;
  - b. requests for holiday(s) and other leave (to be determined in consultation with the Client, if necessary);
  - c. questions about your pay slip, the CLA, and other matters concerning your Temporary Employment Contract;
  - d. sickness reports and rehabilitation, which must always be reported to the Employer within the stipulated period, in accordance with the applicable procedure and to the person or department designated for this purpose;
  - e. your performance, its assessment and the related consequences or the imposition of disciplinary or other measures;
  - f. education and training.
- The Employer may require you to attend training that is necessary to perform your duties or to improve your performance and, insofar as this can reasonably be required of you, to continue the Temporary Employment Contract.

You must reimburse all education and training costs if you are to blame for failing to complete the training or course successfully or if the Employer terminates the Temporary Employment Contract on your initiative or because of your actions. The Employer will determine the repayment arrangements and record these in a further study contract.

The Employer reserves the right to set off these costs against the payment of salary or any other compensation, insofar as permitted by law, which you explicitly agree to by signing the Temporary Employment Contract, or to deduct them from the transition payment to be made. You may not disclose the content of the Temporary Employment Contract, this Personnel Guide, payslips or other matters relating to your Temporary Employment Contract to the Client or third parties without the Employer's consent. This does not apply if you, the Client and the Employer have agreed otherwise.

- 5.8 You must perform the work pertaining to your position to the best of your ability. You are also expected to perform other work at Clients or locations other than those announced in

- advance, if this work can reasonably be expected of you. There is therefore no question of you being assigned exclusively to one Client.
- 5.9 You must comply with official company regulations, rules on safety and working conditions, work instructions and rules of conduct of both the Employer and the Client. You must wear the work clothing and protective equipment provided by the Employer when performing your work. Further rules on work clothing and protective equipment have been provided to you as an appendix to this Personnel Guide and may differ for each Client. It is essential that you read all the rules carefully and follow them.
- 5.10 You may not directly or indirectly accept or stipulate any commission, allowance or payment, in whatever form, or gifts in connection with performing your duties from third parties, including the Client. Although this does not apply to usual business gifts of minor value, you must still consult the Employer in this regard.
- 5.11 You must immediately inform the Employer and the Client (or have a third party inform them) of any work-related injury or accident that happens to you. As the Client is responsible and therefore also liable for working conditions on the shop floor, you can hold only the Client and not the Employer liable in this regard.
- 5.12 You must inform the Employer immediately of any changes in your personal circumstances, including but not limited to moving to a new house, a new IBAN number, if you are detained, your earnings are attached, etc.
- 5.13 If you need a residence and work permit to be legally employed in the Netherlands, this applies to you:
- a. Before entering into the Temporary Employment Contract, you must cooperate fully with the Employer so it can obtain a work permit (for highly skilled migrants) for you.
  - b. You must not commence work until the Employer has been able to make copies of the documents that can be used to verify your identity under Section 15 of the Foreign Nationals (Employment) Act (*Wet Arbeid Vreemdelingen*, 'Wav'). The Employer will keep these copies in your personnel file for five years after the termination of your work. The Employer will also provide a copy of these documents to the Client.
  - c. You are primarily responsible for holding and remaining in possession of the required residence and work permit.
  - d. You must immediately inform the Employer of all facts and circumstances that may affect your residence and work permit.
  - e. You must immediately inform the Employer of any changes to or renewals of your residence and work permit or identity documents.
  - f. If you act contrary to the obligations of this paragraph, you must, insofar as relevant and notwithstanding Section 7:650, paragraphs 3, 4 and 5 DDC, pay the Employer a lump-sum penalty of €10,000.00 (ten thousand euros) for each contravention plus €1,000.00 (one thousand euros) for each day or part of a day that the contravention continues, with no need for a prior notice of default. Alternatively, the Employer may claim full compensation.
  - g. The Employer guarantees that you will receive at least the pro-rata gross income each month required to comply with the minimum gross income.
  - h. The Employer will make every effort to provide you with all the information needed for your residence, both during and after the Temporary Employment Contract.

## Article 6 Work location

- 6.1 You must always perform your work at the Client's location, as specified in the Assignment Confirmation.
- 6.2 In some cases it may be necessary for you to perform your work at a location other than as specified in the Assignment Confirmation. You must cooperate in performing your work at a place or location other than as specified in the Assignment Confirmation and, if necessary, also at other Clients.

## **Article 7 Time recording and Flexportal**

- 7.1 When you start working for a Client, you must use the time recording system that applies at the Employer. The hours worked are submitted via the Flexportal. Submitting the hours you have worked incorrectly, incompletely or late is at your expense and risk. We will pay only for the hours that you submit correctly via the Flexportal and insofar as the Client has approved those hours.
- 7.2 Should you record your hours incorrectly after receiving the instruction 'time recording for the Client concerned', you will receive a verbal or written warning. If you again fail to do record your hours in accordance with the instruction, further disciplinary measures will be imposed.
- 7.3 You will have access to the Employer's portal (Flexportal), which provides an overview of the time recording, payslips, annual statements and other documents relevant to you. How Flexportal works is explained in more detail in the Flexportal Guide for employees. You agree to the Employer providing your payslip digitally via the Flexportal.

## **Article 8 Gross salary and expense allowance**

- 8.1 Your gross salary/hourly wage and the User Company Remuneration are specified in the Temporary Employment Contract and Assignment Confirmation. Other pay components that may be applicable can also be found in the Assignment Confirmation. The User Company Remuneration applies in principle, unless it has been agreed in the Temporary Employment Contract that you belong to the 'allocation group', as a result of which it is not the User Company Remuneration that applies but the remuneration stipulated in the CLA for temporary employees who belong to the allocation group.
- 8.2 Among other factors, your salary depends on your work pattern, your age, the type of work and your work experience. The Employer will ensure that all salary increases that apply by law or under the applicable CLA or the User Company Remuneration are allocated to you.
- 8.3 You may be classified as a weekly or periodic wage earner. If you are a weekly wage earner, you will receive your weekly salary on Friday. If you are a periodic wage earner, the hours worked for the past four weeks are submitted to Flexportal on the Friday of every fifth week. If you work a fixed number of hours each month, you can also choose to receive your pay on the 25<sup>th</sup> of every month. This choice will be made in consultation with your manager.
- 8.4 You will receive payment of your salary (and other perquisites), under the CLA, from the Employer only and thus not from the Client. You therefore may not receive any payment directly from the Client. In the unlikely event that the Client makes a direct payment to you, you must report this to us immediately.
- 8.5 The User Company Remuneration will be documented and confirmed in writing for each assignment. Each new assignment may lead to a modified User Company Remuneration.
- 8.6 Any right to a periodic salary increase is determined by the regulations applicable at the Client concerned for employees working in an identical or equivalent position for the Client.

- 8.7 The Employer adds statutory holidays and holidays in excess of the statutory minimum to a reserve (in the form of a percentage or otherwise), which is stated on your payslip. When you take holidays, this is deducted from the reserve.
- 8.8 Allowances for overtime and irregular working hours are paid in cash or reserved as compensation hours. In the latter case, the accrued compensatory hours may be taken at times to be determined by the Employer or agreed in mutual consultation.
- 8.9 You must give the Employer written authorisation, within the statutory framework, to set off salary advances, excess pay and costs incurred by the Employer for or on your behalf or to deduct them (proportionally) from gross or net pay in excess of the statutory minimum wage, overtime hours and other additional hours, holiday allowance and holidays in excess of the statutory minimum. Any setoff or deduction will be specified on the periodic payslips. You are free to revoke the above authorisation at any time.
- 8.10 Should you unexpectedly receive an incorrect payment, contact the Employer directly on telephone number 040-2982389 between 08:30 a.m. and 5:30 p.m.
- 8.11 If the 30%-facility as referred to in the Wages and Salaries Tax Act 1964 (*Wet op de Loonbelasting 1964*) is requested/applies to you, a separate addendum will be agreed for this purpose, which will form an inseparable part of the Temporary Employment Contract.

## Article 9 Working hours and rest periods

- 9.1 Although the Client's regulations apply to working hours and rest periods, the Client may draw up a different schedule for you.
- 9.2 Working hours will be determined in mutual consultation.
- 9.3 The Employer or the Client may change your working hours after the work commences.
- 9.4 If the Employer or the Client believes overtime is necessary, you must work overtime. Overtime pay is deemed to be included in your salary, unless agreed otherwise in advance or this is otherwise clear from the applicable CLA.
- 9.5 You must start work punctually at the time that applies to you.

## Article 10. Holidays, holiday allowance and Public holidays

- 10.1 You are entitled to a holiday allowance under the CLA.
- 10.2 You accrue holidays under the CLA.
- 10.3 The rights referred to in paragraphs 1 and 2 are accrued in proportion to time.
- 10.4 Any request for holidays/leave will be honoured as much as possible in consultation with the Employer and after consultation with the Client.
- 10.5 You must make a request to the Employer to take holidays.
- 10.6 If you work for a Client where a general company closure or collective holiday applies during a certain period, you must take your holidays or leave days during this period.
- 10.7 The information about the User Company Remuneration, as confirmed or provided by the Client, is the guiding principle for determining the hourly rate or cash compensation for ADV days (days taken off to reduce working hours). If scheduled days off or ADV days apply under the Client's CLA or employment terms, payment will be made in cash. If the above information does not provide clarity and certainty about how the hourly wage or the cash compensation for ADV days must be determined, the calculation method laid down in the CLA will be used.
- 10.8 In accordance with the Collective Labour Agreement for Temporary employees, you are entitled to continued payment of wages on generally recognised public holidays if the public holiday falls on a working day in your work schedule and insofar as it does not fall on a Saturday and/or Sunday.

## Article 11 Incapacity for work due to illness

- 11.1 If you are unable to perform your work due to illness or an accident, you must comply with our sickness absence regulations as set out in *Appendix 1*.
- 11.2 If you are incapacitated for work, the provisions in the CLA on incapacity for work apply.

## Article 12 Pension

- 12.1 You will participate in the compulsory sectoral pension scheme for personnel services (StiPP) that applies to you at the Employer, provided that you meet the conditions of this scheme. The Employer will inform you about the applicable pension scheme.

## Article 13 Company property

- 13.1 You must treat the Employer's or the Client's property with the utmost care, including the personal protective equipment ('PPE') provided.
- 13.2 You must use the PPE provided to you for the performance of your duties. If you do not use the PPE and sustain an injury when performing your work that could have been prevented by using the PPE provided to you, the Employer will not be liable for that injury.
- 13.3 You are responsible for the use and maintenance of the equipment provided. You must return the equipment entrusted to you to the Employer or the Client in good condition. You are expected to handle company property with care.
- 13.4 You may use equipment provided to you for private purposes only if you have received prior written consent for that purpose. If you damage, lose, or fail to return the equipment received on loan, the Employer reserves the right to recover this from you or to set off or deduct the damage from your salary, including perquisites.
- 13.5 If you are incapacitated for work, you must return the equipment or other company property – including all accompanying accessories – to the Employer or the Client immediately on request, in good condition and without damage or defects.

- 13.6 On termination of the Temporary Employment Contract, you must immediately return to the Employer (or the Client) all items in your possession – including documents, materials, articles and keys – that have been provided to you to perform your work, that are the property of the Employer (or the Client), or that are in any way related to the Employer (or the Client), including copies of such documents.
- 13.7 Until you have returned all company property, the Employer may, at its own discretion, not proceed with the final settlement or proceed with the final settlement but set off the amounts you owe to the Employer, including penalties as a result of your breach of any obligation, against the final settlement or deduct those amounts from it.

## **Article 14 Confidentiality**

- 14.1 The Employer and Client attach great value to the fact that business-sensitive matters and confidential information of the Employer, the Client or their business contacts will not be shared with third parties. This covers information that has been designated as confidential or which you should understand is confidential. As the disclosure of business-sensitive information may cause damage to the Employer or the Client, we request you to observe confidentiality.
- 14.2 You therefore may not share information or documents relating to the Employer, the Client or their business contacts or other matters you know about them with third parties. This also applies to information you have about employees of the Employer or the Client.
- 14.3 If you are suspended or your employment is terminated, in whatever manner and for whatever reason, you must return all the Client's or Employer's property in your possession, as well as all documents in any way connected with the Client or Employer, in the broadest sense, to the Client or Employer, immediately on their request.
- 14.4 Confidentiality applies both during and after the termination of the Temporary Employment Contract.
- 14.5 If it is necessary to provide the above information to third parties, or if you are requested to do so by third parties, including the press, you must inform the Employer in due time and the Employer and the Client must grant consent for this purpose, failing which you may not in any way, directly or indirectly, provide information to third parties in whatever form.
- 14.6 You must sign a separate non-disclosure agreement if the Client so requests.

## **Article 15 Documents and business assets**

- 15.1 You may not in any way possess or keep any documents, information carriers or business assets relating to the Client's company that have been provided to you (on loan) for your work, except insofar and as long as this is required for the performance of your work for the Client. You must return such documents, information carriers and business assets to the Client in good condition if you are ill, suspended or placed on leave of absence, and at the end of your employment on or before your last day of attendance.

## **Article 16 Side activities, competition and recruitment**

- 16.1 Unless the Employer gives its prior written consent, you may not perform any paid or unpaid work for the Client or any third party during the Temporary Employment Contract and you may not directly or indirectly run a business for your own account or for yourself.
- 16.2 The prohibition referred to in paragraph 1 applies to work for third parties only if the side activities compete with those of the Employer or the Client, harm the reputation and good

- name of the Employer or the Client, or pose a risk to your normal work performance. However, you may not perform side activities if this results in you exceeding the maximum permitted working hours or length of the working week under the Working Hours Act (*Arbeidstijdenwet*) and related regulations.
- 16.3 You may not encourage people working for the Employer or for the Client, both during and after the expiry of your Temporary Employment Contract, to terminate their employment relationship with the Employer or the Client.
- 16.4 You may not perform any acts aimed at terminating the Temporary Employment Contract on your own initiative, with the intention of working at the Client (or the Client's affiliated companies) through a third party, without the Employer's prior consent.
- 16.5 The Employer deems it necessary to agree a non-compete and non-solicitation clause with you because of substantial business interests as referred to in Section 7:653, paragraph 2 DCC. The Employer motivates these substantial business interests, as referred to above, as follows:
- a. The Employer matches demand (from clients) with supply (temporary employees).
  - b. The Employer has made investments to match demand (from the Client) with supply (from you). The Employer has a substantial interest in ensuring that these investments do not benefit its competitors.
  - c. The Employer's earnings model mainly consists of assigning temporary employees (including you) at a certain rate. If the Employer has matched the Client (the demand) with supply (you) and you are then assigned to the Client as the employee of another party, this constitutes a significant breach of the Employer's market position and is at odds with this earning model.
  - d. You are assigned to the Employer's Client(s) under the existing Temporary Employment Contract and therefore have personal contact with the Employer's Clients.
  - e. The Employer has made a substantial investment in your training and expertise. The Employer has a substantial interest in ensuring that these investments do not benefit its competitors.
- 16.6 The above circumstances constitute a substantial interest for the Employer to agree a non-compete clause with you regardless of the duration of the Temporary Employment Contract and regardless of which party has taken the initiative not to continue it. Viewed in conjunction with each other, and each in their own right, the above circumstances constitute a sufficiently substantial business interest. The list of substantial business interests is not exhaustive, but the Employer may supplement and/or amend it.
- 16.7 This non-compete/solicitation clause applies to you:  
You may not perform any acts aimed at terminating the Temporary Employment Contract on your own initiative, with the intention of working directly or indirectly for the Client (or the Client's affiliated companies) through a third party or for your own account, without the Employer's prior consent.
- 16.8 If you wish to enter into an employment contract or employment relationship directly with a Client for which you have worked through the Employer at any time, you must immediately inform the Employer of this in writing in advance, partly in connection with the above. The prohibitions laid down in this article explicitly do not apply to the conclusion of an employment contract or employment relationship after the end of the assignment between you and the Client to which you were last assigned. You may therefore enter into direct employment with the Client to which you were last assigned by the Employer.

## Article 17 Duty to identify yourself

- 17.1 Under the law, you have a duty to identify yourself at work. The Social Affairs and Employment Inspectorate ('SZW Inspectorate'), the Aliens Police, the Employee Insurance Agency ('UWV'), the Tax and Customs Administration or other competent authorities may carry out a workplace check. You must be able to identify yourself with an original and valid proof of identity (passport, ID card) during these checks. You must be able to show a valid passport or ID card if one of the Employer's employees carries out a check.

## Article 18 Processing of personal data

- 18.1 The Employer treats the personal data you provide as confidential. You hereby grant consent to the Employer, insofar as necessary, to process these data within the meaning of the General Data Protection Regulation (GDPR) or related legislation, to exchange these data within the Employer and to provide them to the Client and other third parties, insofar as this is necessary for the conclusion and performance of the Temporary Employment Contract.
- 18.2 The Employer's privacy policy is based on the GDPR and will be made available to you immediately on request.
- 18.3 The board of directors or designated employees manage the data of personnel. They treat all information as confidential. All personnel files are managed centrally in a locked cabinet.
- 18.4 Personnel files contain recruitment and selection, application and appointment data. Data relating to performance and assessment, sickness absence, salary development and education and training are also stored. The processing of personal data is recorded in the processing register, which you can consult at any time.
- 18.5 You have the right to consult your personnel file, to copy parts of it and to request the correction or destruction of any incorrect information. Under the GDPR and its conditions, you have these rights:
- to request access to your personal data;
  - to have inaccurate personal data rectified;
  - to supplement incomplete information;
  - to have your personal data erased in certain cases;
  - to 'limit' your personal data in certain cases;
  - to object to the processing of your personal data in certain cases;
  - to obtain and transfer your personal data in certain cases;
  - to lodge a complaint with a supervisory authority;
  - to be informed immediately by the Employer if a breach of personal data has occurred that is likely to pose a high risk to the Temporary Employee's rights and freedoms, unless the Employer is not obliged to do so under the applicable laws and regulations.
- In certain cases, the Employer may be entitled to refuse a request. In that case, the Employer will explain the refusal. To exercise the above rights, you can send an e-mail to [frontoffice@prohrm.nl](mailto:frontoffice@prohrm.nl).
- 18.6 When you leave your employment, your personnel file will be emptied and its contents destroyed except for the Temporary Employment Contract, the notice of termination, and all data whose retention is required by law and regulations.
- 18.7 The Employer will provide your personal data to third parties only if this is necessary under the Temporary Employment Contract and the related rights and obligations, on the basis of statutory obligations, or after you give your written consent for that purpose. The Employer

will make every effort to ensure confidential handling of your personal data and is also responsible towards you in this regard.

- 18.8 You hereby grant consent to the Employer, insofar as necessary, to process these data within the meaning of the GDPR and to provide them to third parties, insofar as this is necessary for the purpose of concluding and performing the Temporary Employment Contract and statutory obligations, including but not limited to the UWV, the Tax and Customs Administration and the payroll administration organisation.
- 18.9 You also grant consent, insofar as applicable, to process data identifying you as an occupationally disabled person under the Disability (Reintegration) Act (*Wet op de (re)integratie arbeidsgehandicapten*) and Section 29b of the Sickness Benefits Act (*Ziektewet*).

## Article 19 Changes in personal data

- 19.1 You must inform the Employer within five days of any changes in your personal situation that are relevant to the Temporary Employment Contract. These include a change of address, change in your civil status, change in your family composition, illness and your residence status (if you are a foreign national). You must submit the required evidence. The consequences of failing to notify your Employer of changes in due time will be at your expense and risk.

## Article 20 Data Breaches (Reporting Obligation) Act (*Wet meldplicht datalekken*)

- 20.1 You must comply with all the Client's ICT security policies and protocols when you access its systems (which is allowed only with the Client's consent).
- 20.2 If you have to directly or indirectly process or come into contact with personal data during your work, you must report a data or security breach directly to the Employer and the Client. You must fully inform the Employer and the Client by telephone and in writing by e-mail about the incident and provide them with all the necessary information about it. You must cooperate fully in the measures taken by the Employer or the Client to limit the incident and prevent its recurrence.
- 20.3 You must comply carefully with the procedure on data breaches and security incidents that apply at the Employer and the Client.

## Article 21 Penalty clause

- 21.1 If you contravene the obligations in this Personnel Guide, you must pay a penalty to the Employer. The penalty accrues to the Employer. The penalty amounts to €2,500.00 (two thousand, five hundred euros) for each contravention plus €250.00 (two hundred and fifty euros) for each day on which a contravention continues. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement. The penalty is due and payable notwithstanding the Employer's other rights by law or under the Temporary Employment Contract, always including the right to specific performance of the Temporary Employment Contract and the right to claim compensation under the law instead of the penalty. With this penalty clause, we deviate expressly from Section 7:650, paragraphs 3 to 5 DDC.
- 21.2 If you earn a salary that does not exceed the statutory minimum wage applicable to you, this penalty clause applies to you instead of paragraph 1: If you contravene the obligations in this Personnel Guide, you must pay a penalty to the Employer. The penalty accrues to the Staff Association or a charity designated by the Employer. The penalty will be equal to half a day

of your gross wage expressed in monetary terms for each contravention, to be increased after one week by the same amount for each week that the contravention continues. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement within the meaning of Section 6:80 *et seq.* DCC. The penalty is due and payable notwithstanding the Employer's other rights by law or under the Temporary Employment Contract, always including the right to specific performance of the Temporary Employment Contract and the right to claim compensation under the law instead of the penalty.

## Article 22 Disciplinary measures

- 22.1 Notwithstanding the claimability of any specific penalty, the Employer may take these disciplinary measures for a failure to comply with or contravention of the Personnel Guide, the Temporary Employment Contract or other applicable rules:
1. reprimand;
  2. suspension, possibly without pay;
  3. change of position (including transfer and demotion), with or without a reduction in salary;
  4. dismissal (instant or otherwise).
- 22.2 In determining the sanction, the Employer will consider the seriousness and specific circumstances of the case.
- 22.3 Suspension and initiating a dismissal procedure can be imposed as parallel sanctions.
- 22.4 If the Employer believes an investigation is necessary to establish the facts before one of the disciplinary measures referred to in paragraph 1 is taken, you may be placed on leave of absence without loss of pay pending the decision. If the Employer subsequently decides to initiate a dismissal procedure, it may extend the leave of absence until the end of the employment relationship or convert it into a suspension until the end of the employment relationship.
- 22.5 Behaviour towards the Client that gives urgent cause to terminate the assignment also applies to the Employer and may constitute urgent cause for your dismissal.
- 22.6 The above applies notwithstanding the fact that the Employer may collect a penalty for a contravention (whether or not by setoff against or a deduction from salary), if provided for in the Employer's rules of conduct or in this Personnel Guide. The penalties referred to in the rules of conduct also accrue to the Employer and, above all, deviate from Sections 7:650, paragraphs 3 to 5 DCC. Compensation can always be claimed instead of the penalty.

## Article 23 Final provisions

- 23.1 The Employer will decide in cases not provided for in the Personnel Guide (possibly in consultation with the Client).
- 23.2 A request to change position, working time and other employment terms or working conditions will be assessed as part of the tripartite relationship: you/Employer/Client. This means that the Employer can comply with such a request only if the business interests of both the Employer and the Client are not harmed.
- 23.3 The Employer may unilaterally amend this Personnel Guide. The latest version applies at all times.

## Appendix 1: Sickness Absence Regulations

In accordance with the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (*Wet verbetering poortwachter*), you and the Employer are jointly responsible for you resuming work as soon as possible if you are incapacitated for work through illness. The provisions of the CLA relating to illness and incapacity for work apply.

### 1. Sickness report:

If you are ill, you must personally report this by telephone to the Employer before 10 a.m. If the report is received later than 10 a.m., the first day of illness is the next day. The sickness report can be made by someone else only if you are absolutely unable to contact the Employer yourself.

If you leave to go home sick during working hours, this must be reported to the Client's manager in person as soon as you leave and to the Employer by telephone (i.e. not by text message, WhatsApp or other social media).

Your sickness report must also specify:

- the probable duration of your incapacity for work;
- what you believe the Employer can do to help;
- the address and telephone number where you are being treated;
- if you report sick from an address other than your home address, you must also provide your place of residence, telephone number and, if necessary, the details of the doctor who is treating you;
- whether the incapacity for work is due to others (third parties, for example because of an accident). Insofar as applicable, you must provide all necessary information in this regard so that the Employer can try and recover its damage from this third party;
- whether there is a safety-net situation (e.g. illness due to pregnancy or organ donation).

### 2. Resuming work on recovery:

No later than the day prior to that on which you are able to resume work because of your full or partial recovery, you must personally notify Employer of your recovery by telephone or e-mail ([frontoffice@prohrm.nl](mailto:frontoffice@prohrm.nl)) and the Client. The above also applies if you are not obliged to work the day after the recovery notification due to holidays, other leave or your part-time work schedule. You need not wait for permission before returning to work.

### 3. Accessibility and availability:

You must be available by telephone between 08:30 a.m. and 5:30 p.m. during your sick leave and be available at the address where you are being treated for a visit by the company doctor or occupational consultant at all times. If you stay at another address, permanently or temporarily, you must always inform the Employer and the Occupational Health and Safety Service (OHSS) within 24 hours. If you have a long-term illness, fixed times at which you can be reached at the address where you are being treated can be agreed in consultation with the company doctor or occupational consultant.

If you repeatedly refuse contact or if the Employer does not have the correct information to maintain contact with you, further disciplinary measures will be imposed, including but not

limited to the imposition of a wage sanction or, in the event of repeated contraventions, instant dismissal.

If you cannot open the front door yourself, make sure there is someone at home who can. If the doorbell does not work, clearly indicate how you can be reached, for example, with a note on the door.

#### 4. Providing information:

You must provide information about how your incapacity for work is progressing at the Employer's request, but also on your own initiative. If something changes in relation to your sickness report, you must report this immediately to the Employer.

In any event, you must contact the Employer every Monday afternoon between 1 p.m. and 4 p.m. to provide an update on the progress of your recovery. You must also give the Employer feedback if you have visited a doctor, specialist or other practitioner.

The Employer must be informed about visits to your general practitioner, specialist, therapist, etc. by telephone or e-mail ([frontoffice@prohrm.nl](mailto:frontoffice@prohrm.nl)).

Insufficient availability, insufficient notification to the Employer in the above sense, or failure to comply with callback requests may result in a salary measure (suspension or discontinuation of salary payments).

#### 5. Call to attend the company doctor:

1. After the initial moment of contact in the first week of illness, we will discuss how often and how you will be contacted by the Employer or third parties. Among other things, you may be called by the company doctor.
2. You must provide Stimulanz, the Employer's designated absence management agency, with all relevant information about your absence. If you are unable to do this yourself because of your health problems, a family member or carer can provide this information for you.
3. You must comply with every call from the company doctor or Employer to attend a consultation at the company doctor. If you have a legitimate reason for being unable to attend (e.g. bedridden), you must immediately report this to the Employer. The Employer will determine whether the reason is well-founded and the consultation can be postponed to another time. This obligation does not apply if you resume work or visit the doctor treating you. In the latter case, you must notify the company doctor immediately. If you do not cancel the appointment with the company doctor on time, the related costs will be charged and deducted from your salary.
4. You may ask the company doctor to consult another company doctor if you doubt the correctness of the company doctor's advice. The company doctor who gave you the advice will contact another company doctor as soon as possible in response to this request, and after consultation with you, unless there are compelling arguments against consulting another company doctor, and the company doctor who gave the advice notifies you of this, stating the reasons. The other company doctor to be consulted will not work within the OHSS or the same company or institution as the company doctor who gave the initial advice.

5. The company doctor has a complaints procedure and you can request a copy of this from the Employer.
6. **Medical examination and recovery:**

It is in your interest that you seek the treatment of a general practitioner or OHSS doctor within a reasonable period and follow this doctor's instructions. You are obliged within reason to cooperate in activities aimed at recovery and a return to work as soon as possible. These activities include occupational therapy, training, rehabilitation (including partial resumption of work and work adaptation).

You must refrain from any behaviour that obstructs or delays your recovery. This includes sports, holidays, chores in and around the house, joining in festivities and performing work in general. If you believe that certain work or activities do not hinder your recovery or in fact promote it, you should request the prior consent of the company doctor. Performing activities or work as referred to in the previous sentence without the company doctor's consent will result in a disciplinary measure, which can include issuing an official warning, discontinuing salary payments, or instant dismissal.
7. **Provisions relating to long-term absence:**
  1. When you have been ill for at least six weeks, and the absence management agency has concluded that returning to work is possible, you must draw up a recovery and rehabilitation plan together with the Employer. The advice of the absence management agency on options for recovery and resuming work forms the basis for the plan of action.
  2. You must comply with the arrangements laid down in the plan of action.
  3. Together with the Employer, you must regularly evaluate the plan of action and adjust it if necessary.
  4. The Employer will make every effort for your rehabilitation as soon as possible.
8. **Performing work:**

You may not perform any work during your incapacity for work, except insofar as the company doctor considers you are in a position to perform work and this work is offered to you by or on behalf of the Employer. The work offered will be documented in consultation with the absence management agency.
9. **Stays abroad/holidays:**

The above procedure also applies to short stays abroad, for holidays or work. If you fall ill during a stay abroad, you must report this directly to the Employer. You must comply with the Employer's first call to visit the company doctor. If and insofar as your health problems prevent you from travelling back, you must visit a doctor designated by the Employer in the country where you are staying at the time of the sickness report, provided that a local doctor has issued a medical certificate stating that you cannot travel back to the Netherlands to visit the company doctor. After your return, you must contact the Employer and the company doctor directly.

If the stay abroad has to be extended due to illness or incapacity for work, a medical certificate confirming your inability to travel must be sent by a doctor every two weeks and whenever the company doctor requests one.

The certificate must be drawn up in Dutch or English.

When applying for holidays during illness, you must ask the company doctor and the Employer for consent. These days are regarded as leave days.

10. **Pregnancy:**

Pregnancy must be reported to the Employer. If you are pregnant, you must submit a signed certificate of pregnancy from the doctor treating you or your midwife on request. In connection with the sickness benefit paid by the UWV, you must indicate when reporting sick whether your illness is related to pregnancy. If this is not reported in time, the UWV may impose a sanction at your expense.

11. **Disputes:**

If you do not understand or disagree with a decision of the absence management agency, you must report this to the Employer and the absence management agency. If the company doctor or occupational consultant of the absence management agency upholds the decision, you can apply to the UWV for an expert's opinion. The company doctor or occupational consultant will indicate how and where you can contact the UWV. You may request an expert's opinion on your fitness to work as a result of illness, suitable employment, rehabilitation efforts of the Employer and your rehabilitation efforts (Section 32 of Work and Income (Implementation Organisation Structure) Act - 'SUWI Act').

12. **Application for a benefit under the Return to Work (Partially Disabled Persons) Regulations ('WGA benefit'):**

Both you and the Employer must do your utmost for 104 weeks to facilitate your return to work. In its role of 'gatekeeper', the UWV assesses whether both parties have made sufficient efforts towards this rehabilitation. The UWV looks at what is known as the rehabilitation report for this assessment. If the UWV believes you or the Employer have not done enough towards rehabilitation, this will have financial consequences for the party or parties at fault.

The Employer draws up documents according to the timetable below that jointly form the rehabilitation report for the UWV's assessment:

**Week 6: Problem Analysis**

Within six weeks of your first day of incapacity for work, you will be called to attend a consultation at the company doctor to determine your rehabilitation options, which are recorded in the Problem Analysis. You will discuss your file and the rehabilitation process with a case manager of the OHSS provider.

**Week 8: Plan of Action**

By the eighth week of incapacity for work, the Employer will draw up a rehabilitation Plan of Action with you based on the Problem Analysis. This Plan of Action sets out the agreed arrangements and procedures for the earliest possible recovery and ultimate goal of rehabilitation.

**Every six weeks: Adjusting the Plan of Action**

The follow-up of the Plan of Action must be discussed at least once every six weeks. This meeting and new arrangements are then documented in the periodic evaluation, which you and the Employer both sign.

#### Week 44: First-Year Review

At the end of the first year of incapacity for work, a First-Year Review is completed, which you and the Employer both sign.

#### Week 87: WIA application forms

If you have not fully recovered, you will receive application forms from the UWV for a benefit under the Work and Income (Capacity for Work) Act ('WIA benefit'). Together with the Employer, a rehabilitation report is drawn up based on the rehabilitation file. You will receive the medical information for this from the company doctor. You must return this together with the application forms to the UWV by the 93<sup>rd</sup> week of your incapacity for work. Based on these documents, the UWV will assess whether you and the Employer have made sufficient rehabilitation efforts.

### 13. Exclusion of continued payment of salary and liability

1. If you do not cooperate in a timely, correct and complete manner with or act contrary to the contents of the articles of these sickness absence regulations, the Employer may fully or partially suspend or discontinue the continued payment of salary. If you contravene one or more of these absence management regulations, the Employer may take more far-reaching measures, including giving you a formal warning, followed, if necessary, by instant dismissal or at least termination of your employment.
2. If you do not cooperate in a timely, correct and complete manner with or act contrary to the contents of the articles of these sickness absence regulations, you will also be liable for all damage suffered by the Employer as a result and the Employer may recover the costs and damage from you.

### 14. Leaving employment during illness

If you leave your employment with the Employer during your illness, two situations can occur:

- The Employer will notify the UWV that you have left your employment during your illness and the UWV will take over the salary payment and absence management (provided you are eligible for a benefit);
- The Employer will remain responsible for absence management, rehabilitation activities and continued sick pay even after your Temporary Employment Contract ends. The Acture organisation is responsible for paying your sick pay and organising all rehabilitation activities. We refer to [www.prohrm.nl](http://www.prohrm.nl) for the Acture regulations. You are required to follow Acture's instructions and rules carefully.

Which of the two situations applies in your case will be announced in advance. In the second case, you must comply, even after leaving your employment, with notices from the OHSS and the Employer, and cooperate in your rehabilitation. You must also promptly notify the OHSS and the Employer of any alterations or changes. This also applies if you fall ill within 28 weeks of the end of your employment and claim a sickness benefit.

15. Complaints:

Complaints about the medical actions of the company doctor will naturally be treated as confidential. Such complaints can be reported to the Employer and will be dealt with by the board of directors.

## Appendix 2: Anti-discrimination policy

The Employer's business procedures aim to give jobseekers a fair chance of employment, regardless of their age, sex, civil status, sexual orientation, life, political or religious convictions, race, ethnic origin or nationality.

During recruitment and selection, jobseekers are treated equally by being judged solely on job-related criteria.

### Purpose

The purpose of this policy is to be clear and transparent towards Temporary Employees and third parties about:

1. What the Employer understands by discrimination or discriminatory requests;
2. What the Employer's position is with regard to discrimination or discriminatory requests; Acts by the Employer's employees:
  - a. What is expected of the employees, how they act during their work, especially in the work (supporting the business activities) around recruitment and selection;
  - b. Where you can go for consultation or to make a report;
3. Employer's responsibilities.

### Definition of discrimination

Discrimination means making a direct or indirect distinction between persons on grounds of age, sex, civil status, sexual orientation, life, political or religious convictions, race, ethnic origin or nationality.

Discrimination also expressly means complying with requests from Clients to make a distinction between people during recruitment and selection based on criteria that are not necessary for or relevant to properly filling the position.

### Employer's position

The Employer rejects any form of discrimination.

1. Requests from Clients to take certain criteria into account during recruitment and selection will be honoured only if there is objective justification.
2. Objective justification exists if selection based on the requested criteria:
  - serves a legitimate purpose. This means that there is a good job-related reason to select based on relevant criteria during recruitment and selection (an example of a legitimate purpose is security);
  - results in achieving the legitimate purpose, the means are suited to achieving the purpose;
  - is reasonably commensurate with the purpose; there is proportionality in relation to the purpose;
  - is necessary because there is no other, less differentiating way to achieve the purpose, the necessity criterion is met.
3. The Employer will not tolerate third parties discriminating against its Employees or Temporary Employees.

## Action by the Employer's employees

1. Employees have their own responsibility to be alert to requests from clients that are discriminatory in nature, to recognise such requests, and to ensure that they do not cooperate in them.
2. If you observe discrimination and wish to raise it, report abuse or misconduct, or if you have an issue of trust, you can contact the Employer (or the manager of the Employer's employee). The email address is [vertrouwenspersoon@prohrm.nl](mailto:vertrouwenspersoon@prohrm.nl).

## Employer's responsibilities

The Employer is responsible for:

1. Creating a safe working environment where people treat each other with respect, there is room for constructive consultation, and undesirable behaviour in whatever form is prevented and dealt with;
2. The recognisability and implementation of this anti-discrimination policy. Among other things, this means ensuring that the Employer's employees:
  - are informed about and familiar with the policy. This is discussed during the weekly meetings.
  - have received proper instructions on how to recognise discrimination and discriminatory requests. These are discussed weekly during the sales meetings.
  - are prepared for a situation in which they are confronted with a discriminatory request and know how to conduct and turn around the conversation with Clients.
3. The evaluation and updating of this policy.

## Appendix 3: Rules on alcohol, drugs and medication at work

### Article 1 – Purpose

- 1.1 This policy on the use of alcohol, drugs and medication is part of the Employer's occupational health and safety policy and aims to reduce and prevent alcohol and drug problems at work. These problems can lead to unsafe conditions at work for the person concerned, their colleagues and the Employer and can harm the health and wellbeing of other employees. In addition, there will often be a loss of production and quality because of unsatisfactory performance, and the use of these substances can lead to an unfavourable image of the Employer, in turn causing indirect damage.
- 1.2 In view of the serious consequences that alcohol and drug use can have, the Employer applies a 'zero tolerance' policy. In this regard, the following arrangements and rules apply, which the Employer will fully enforce at all times.

### Article 2 – Alcohol

- 2.1 You may not consume alcohol at work.
- 2.2 You may not be under the influence of alcohol at work. Alcohol is broken down slowly in the body (approx. 1.5 hours per 10 grams of alcohol = standard glass). You need to realise this and therefore moderate the use of alcohol before starting work so you can work completely sober.
- 2.3 You may not possess, supply to third parties, or trade in alcoholic beverages at work.

### Article 3 – Drugs

- 3.1 You may not use narcotics (hard and/or soft drugs) at work.
- 3.2 You may not be under the influence of narcotics (hard and/or soft drugs) at work. The same warning applies here as in paragraph 2 of Article 2: you must realise that the body needs time to break down the narcotics.
- 3.3 You may not possess, supply to third parties, or trade in narcotics (hard and/or soft drugs) at work.

### Article 4 – Medication

- 4.1 If you are taking medication that has a yellow warning sticker (and therefore can significantly affect your ability to react), you must report this to the company doctor. If desired, the company doctor can educate the Employer about the consequences for the work to be performed.
- 4.2 If you perform work that requires extra vigilance – at the Employer's discretion – temporary adapted work will be found for you. If there is any doubt, the Employer will call in the company doctor. You are obliged to perform the adapted work.

### Article 5 – Monitoring alcohol and drug use

- 5.1 You must voluntarily participate in a valid alcohol and/or drug test during or prior to the start of work, random or otherwise, aimed at determining actual alcohol or drug use.
- 5.2 The test will involve a breathalyser, urine and/or blood test. The Employer or a designated official can conduct the breathalyser, while only qualified persons can conduct the urine and/or blood test.

5.3 Monitoring is performed randomly.

## Article 6 – Conditions for monitoring

- 6.1 The Employer may monitor compliance with these regulations at any time.
- 6.2 Monitoring will be done only for the purpose(s) referred to in Article 1, paragraphs 2 and 3.
- 6.3 If you or a group of employees are suspected of contravening the rules, specific monitoring may be carried out for a fixed, short period of time.

## Article 7 – Protection and rights of the Temporary Employee

- 7.1 By means of these regulations, the Employer informs you prior to the monitoring about alcohol, drugs and medication at work, the purposes, the nature of the monitoring, the circumstances under which this occurs and the content of these rules.
- 7.2 The Employer is aware that monitoring alcohol and drug use at work intrudes on the privacy of the person concerned. In light of the purpose described in Article 1, the Employer considers this monitoring necessary and it cannot be carried out in any other way. The Employer therefore has a substantial interest in testing you for the use of alcohol and drugs, despite the intrusion of privacy.
- 7.3 In this regard, you have the right:
  - 1. to be the first informed of the test results. The Employer then has the right to be informed whether you are/were under the influence of alcohol or drugs;
  - 2. to a second opinion.  
The Employer will not retain the test results longer than needed for the purpose for which they were obtained.

## Article 8 – Sanctions

- 8.1 Under Section 7:660 DDC, you must observe instructions concerning the performance of work and instructions given to you to promote order and discipline.
- 8.2 If you contravene one or more provisions of these regulations, the Employer may take disciplinary action:
  - a. reprimand;
  - b. suspension, possibly without pay;
  - c. dismissal (instant or otherwise).
- 8.3 In determining the sanction, the Employer will consider the seriousness of the conduct and specific circumstances of the case.
- 8.4 Regardless of the provisions of paragraph 1 of this article, you must pay a penalty to the Employer if you contravene these regulations. The penalty accrues to the Employer. The penalty is €250.00 (two hundred and fifty euros) for each contravention. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement within the meaning of Section 6:80 *et seq.* DCC. Alternatively, the Employer may demand implementation of the arrangements, its claims or rights by law or under the agreement from you, always including specific performance of the agreement and the right to claim compensation under the law instead of the penalty. With this penalty clause, we deviate expressly from Section 7:650, paragraphs 3 to 5 DDC.
- 8.5 If you earn a salary that does not exceed the minimum wage applicable to you, this penalty clause applies to you instead of paragraph 4: If you contravene these regulations, you must pay a penalty to the Employer. The penalty accrues to the Staff Association or charities designated by the Employer. The penalty will be equal to half a day of your gross wage

expressed in monetary terms for each contravention, to be increased after one week by the same amount for each week that the contravention continues. The penalty will be immediately due and payable, with no need for a notice of default or other prior statement within the meaning of Section 6:80 *et seq.* DCC. Alternatively, the Employer may demand implementation of the arrangements, its claims or rights by law or under the agreement from you, always including specific performance of the agreement and the right to claim compensation under the law instead of the penalty.