

## Employee handbook

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## TABLE OF CONTENTS

|                                                                                                     |    |
|-----------------------------------------------------------------------------------------------------|----|
| INTRODUCTION.....                                                                                   | 1  |
| Clause 1. Commencement of Employment .....                                                          | 1  |
| Clause 2. Formalities Before Employment .....                                                       | 1  |
| Clause 3. Probationary Period .....                                                                 | 2  |
| Clause 4. Working Hours and Employment Conditions .....                                             | 2  |
| Clause 5. Working Hours and Registration .....                                                      | 3  |
| Clause 6 Annual Leave .....                                                                         | 3  |
| Clause 7. Holiday Allowance .....                                                                   | 4  |
| Clause 8. Wage Payment .....                                                                        | 4  |
| Clause 9. Reporting Sick .....                                                                      | 5  |
| Clause 10. Rights and Obligations .....                                                             | 5  |
| Clause 11. Ancillary Activities .....                                                               | 6  |
| Clause 12. Confidentiality and Return of Goods .....                                                | 6  |
| Clause 13. Sanctions .....                                                                          | 7  |
| Clause 14. Accommodation .....                                                                      | 7  |
| Clause 15. Health Insurance .....                                                                   | 7  |
| Clause 16. Use of Computers, Internet and Mobile Telephone .....                                    | 8  |
| Clause 17. Privacy .....                                                                            | 8  |
| Clause 18. Discrimination and Sexual Harassment.....                                                | 8  |
| Clause 19. Alcohol, drugs and medication .....                                                      | 9  |
| Clause 20. Psychosocial Workload (PSW) .....                                                        | 9  |
| Clause 21. Disciplinary measures .....                                                              | 9  |
| Clause 22. Applicability and Change Notification Period .....                                       | 10 |
| Clause 23. Applicable Law .....                                                                     | 10 |
| APPENDICES                                                                                          |    |
| 1. Sickness Absence Regulations.....                                                                | 11 |
| 2. Rules of Use for Accommodation.....                                                              | 15 |
| 3. Code of Conduct for Electronic Communication Equipment and other Electronic Equipment..<br>..... | 18 |
| 4. Policy Regarding the Use of Alcohol, Drugs and/or Medication .....                               | 19 |
| 5. Rules of Use for Company Car.....                                                                | 21 |

## INTRODUCTION

This employee handbook applies to all temporary agency workers of Uitzendbureau HET B.V. (**"the temp company"**) and contains the general employment conditions and house rules, as well as information about a number of general subjects.

Every temporary agency worker receives a copy of this Employee Handbook, in digital form or otherwise. The employee handbook is declared applicable to each temporary agency worker's

individual temporary employment contract.

The temp company reserves the right to amend or supplement the employee handbook if such

is necessary or preferable due to future developments (such as changes in legislation). New and

amended texts in the employee handbook will be notified to temporary agency workers annually.

## CLAUSE 1. COMMENCEMENT OF EMPLOYMENT

- 1.1 When entering into an agency work employment contract, the temp company and the temporary agency worker establish written agreements regarding the worker's position, working hours and salary and the form of the agency work employment contract. The agency work employment contract is at all times subject to the most recent version of the Collective Labour Agreement for Temporary Agency Workers of the Federation of Private Employment Agencies (*CAO voor Uitzendkrachten*, ABU) and the most recent version of the employee handbook.
- 1.2 The agency work employment contract takes effect from the moment when the temporary agency worker actually commences the agreed upon work, unless otherwise agreed in the agency work employment contract.
- 1.3 An agency work employment contract can be concluded in two different forms:
  - a. an agency work employment contract with agency clause;
  - b. an agency work employment contract without agency clause.An agency work employment contract without agency clause can be fixed-term or openended.

## CLAUSE 2. FORMALITIES BEFORE EMPLOYMENT

Required formalities before the commencement of employment shall be notified in written form

in the employment contract or by letter. The temporary agency worker must in any event correctly

and fully inform the temp company about their relevant employment history. The temporary agency worker's employment history can have consequences for the nature of the agency work employment contract and the employment terms and conditions that apply. If the applicability

of successive employership is excluded as a result of the provision by the temporary agency worker of incorrect or incomplete information regarding their employment history, successive employership shall not apply and Uitzendbureau hET shall therefore not be responsible for this.

### CLAUSE 3. PROBATIONARY PERIOD

The temporary agency worker's agency work employment contract is subject to the maximum legal probationary period pursuant to Section 7:652 of the Dutch Civil Code if it is an open-ended contract or a fixed-term contract for a period of more than six months. During the probationary period, the temp company and the temporary agency worker may terminate the agency work employment contract with immediate effect.

### CLAUSE 4. WORKING HOURS AND EMPLOYMENT CONDITIONS

- 4.1 The temp company shall make agreements with the temporary agency worker regarding the number of hours to be worked per day/week/period. The temporary agency worker's working hours, break times and rest periods, as defined in the Working Hours Act (*Arbeidstijdenwet*), are equal to those that apply in the organisation of the client to whom the temporary agency worker is assigned.
- 4.2 The collective agreement (cao) does not provide for normal working hours ("normale arbeidsduur") as defined in Section 12 of the Minimum Wage and Minimum Holiday Allowance Act (*Wet minimumloon en minimumvakantiebijslag*). The normal working hours of the client shall therefore apply.
- 4.3 The temporary agency worker may be assigned to several clients. For each individual assignment, the following information will be notified to the temporary agency in writing:
  - a. the date on which the assignment is expected to commence;
  - b. the name and contact details of the client, including a contact person if applicable and work address;
  - c. the (general or specific) job title and – if available – the job title as defined in the client's remuneration scheme;
  - d. the job grade and step in accordance with the client's remuneration scheme, if available;
  - e. the agreed working hours;
  - f. the expected end date of the assignment, if applicable;
  - g. the collective labour agreement/remuneration scheme;
  - h. the actual gross wage (hourly wage or otherwise);
  - i. the applicable compensatory leave (*ADV/compensatieverlof*);
  - j. the applicable overtime allowance and/or allowance for shifted hours;
  - k. the applicable allowance for irregular hours (including public holiday allowance and allowances for physically stressful conditions);
  - l. the applicable shift allowance;
  - m. the applicable travel allowance;
  - n. other applicable expense allowances;
  - o. the applicable remuneration for hours travelled or work-related travel time.;
- 4.4 The temporary agency worker is obliged to immediately inform the temp company in writing if the pay components referred to in subclause 3 are not at least equivalent to the pay components of employees in the same or similar positions, or if the actual work deviates from the job description of the temporary agency worker's formal position in the client's organisation. The temp company may then enter into consultation with the client.

## **CLAUSE 5. WORKING HOURS AND REGISTRATION**

- 5.1 The client shall determine the daily working hours and shall inform the temporary agency worker of this in good time, via the temp company or otherwise. In principle, work schedules must be notified to the worker between two weeks and four days before commencement of the work. However, the worker agrees that 24 hours before the commencement of the work shall also be deemed to be timely ("tijdig") within the meaning of Section 4:2 subsection 1, of the Working Hours Act (*Arbeidstijdenwet*).
- 5.2 The temporary agency worker is obliged to sign in and out upon beginning and ending their work activities using the time tracking system used by the client, as well as to fill out any timesheets truthfully.

## **CLAUSE 6. ANNUAL LEAVE**

- 6.1 The leave year runs from January to December.
- 6.2 Every temporary agency worker is entitled to 25 leave days per year (20 statutory leave days and 5 leave days above the statutory minimum), unless otherwise agreed in the employment contract. If the agency work employment contract includes an agency clause, the aforementioned number of leave days shall be expressed as a reserved supplement to the wage, which reserve shall be noted on the payslip.
- 6.3 For temporary agency workers not employed on a full-time basis, the number of leave days shall be determined proportionately.
- 6.4 The dates on which leave is taken shall be determined by the temporary agency worker following timely written application and consultation with the client and the temp company. For each day's leave taken, the number of hours shall apply that the worker would customarily work on that day. The temp company reserves the right to unilaterally determine leave days, with a maximum of 25 leave days per year.
- 6.5 Leave must be applied for via the employment agency 4 weeks in advance. This also applies if the requested leave is for an hour or part-day.
- 6.6 Leave must in principle be taken in the year in which they were accrued. In phase A / 1-2 and B / 3, notwithstanding Section 7:640a of the Dutch Civil Code, statutory leave days shall lapse one year after the last day of the calendar year in which the entitlement arose. In phase C, notwithstanding Section 7:640a of the Dutch Civil Code, statutory leave days shall lapse five years after the last day of the calendar year in which the entitlement arose. In all phases, leave days above the statutory minimum shall lapse five years after the last day of the calendar year in which the entitlement arose.
- 6.7 If the temporary agency worker is unfit for work, they may only take an already scheduled leave with the permission of the company doctor and the temp company. Whether or not the leave days shall be deducted from the worker's leave balance shall be determined in consultation between the worker and the temp company. The guiding principle in this context is that if the temporary agency worker is able to enjoy their leave despite their sickness, the leave days shall be subtracted from the leave balance.

## CLAUSE 7. HOLIDAY ALLOWANCE

- 7.1 The temporary worker has an annual holiday allowance, to be paid out in the first week of June (last wage payment week of May), amounting to 8.33% of the actual wages for the days worked, leave days, public holidays, days on which the temporary agency worker was unfit for work, compensatory leave and the hours for which the temporary agency worker has a right to continued payment of wages due to loss of work hours.
- 7.2 The temporary agency worker and the temp company may agree that the holiday allowance shall be paid out in money periodically.
- 7.3 Temporary agency workers who have entered or left the employment agency's employ in the course of the year are entitled to proportional holiday allowance. Upon leaving employ, the holiday allowance shall be paid within the next payment window. If a temporary agency worker is not entitled to wage payments for a period of eighteen weeks, the holiday allowance shall be paid in the first wage window following this period.
- 7.4 If a temporary agency worker takes a period of leave and is not present for at least seven consecutive calendar days for reasons of leave, the temp company shall pay the accrued holiday allowance earlier upon request.

## CLAUSE 8. WAGE PAYMENT

- 8.1 The temporary agency worker and the temp company agree that in the event of weekly payment, the payment must be made within a month at the latest, and in the event of monthly payment, the payment must be made within a quarter at the latest, this in connection with the calculation of hours worked and the allowances owed. The temp company shall endeavour to pay the wage to the worker immediately following each wage period.
- 8.2 The wage shall at all times be transferred to the bank account number of the temporary agency worker, which bank account must be in the name of the temporary agency worker.
- 8.3 Wage deductions, for example as a result of fines or damages, may be deducted from the wage pursuant to Section 7:632 of the Dutch Civil Code. If the wage accrued over a specific wage period offers insufficient room for deduction of the full amount, the remainder may be spread over several wage periods.
- 8.4 The temporary agency worker agrees that the payslip shall be provided to the temporary agency worker exclusively in digital form in such a manner that the temporary agency worker can inspect and save the payslip.
- 8.5 All financial consequences of the application (compulsory or otherwise) of the anonymous persons rate due to the absence of a Citizen Service Number (*burgerservicenummer*; BSN) shall be entirely at the risk and expense of the temporary agency worker and may be recovered from the temporary agency worker.



## **CLAUSE 9. REPORTING SICK**

- 9.1** Illness and/or a doctor's visit (possibly during illness) must be reported by telephone no later than two hours before the start of the working day to the contact persons listed below at the temporary employment agency, reachable at the following phone number:  
The sickness coordinator (+31 629472070) or 0031-(0)243888123 (Uitzendbureau hET). Reporting sick must be done personally and exclusively by verbal telephone contact or by written messages via SMS, WhatsApp, and/or possibly by email.  
For more rules regarding reporting illness, sick leave, and related matters, please refer to the sick leave regulations, attached as Appendix 1 to the employee handbook.
- 9.2** In the event of incapacity for work due to illness or accident of the temporary worker, the temporary employment agency will continue to pay 90% of the gross wage based on time worked during the term of the temporary employment contract, but for a maximum period of 52 weeks. All benefit payments related to this matter under social insurance laws to which the temporary worker is entitled will accrue to the temporary employment agency, as well as any supplementary periodic disability benefits. During the period from week 53 through week 104, 80% of the gross wage based on time worked will be paid.
- 9.3** Periods of incapacity for work that follow each other with an interruption of less than four weeks are counted together for the calculation of the periods mentioned in paragraph 2, as stipulated in Article 7:629 paragraph 9 of the Dutch Civil Code.
- 9.4** The obligations from paragraph 2 of this article do not apply if the temporary employment agency is not legally required to continue wage payment in the event of incapacity for work. This may include situations where the temporary worker does not comply with the instructions outlined in the sick leave regulations, as included in Appendix 1.
- 9.5** In cases where the temporary employment agency has a right of recourse under Article 6:107a of the Dutch Civil Code against a third party, the temporary worker is obliged to fully cooperate with the agency in investigating the facts and circumstances, as well as in any legal proceedings the agency may initiate to exercise this right of recourse.

## **CLAUSE 10. RIGHTS AND OBLIGATIONS**

- 10.1** The temporary agency worker shall at all times endeavour to perform their duties to their best ability, and to follow the client's instructions. The temp company may assign the temporary agency worker to several clients, subject to the principle that the temporary agency worker should accept every reasonable offer by the temp company.
- 10.2** The temporary agency worker is not allowed to directly or indirectly demand or accept any fee, allowance or remuneration of any kind from customers, suppliers, clients or third parties for work or services related to the activities of the temp company and this contract, other than for the benefit of the temp company.
- 10.3** The temporary agency worker is obliged to perform the agreed-upon work at the client's organisation under the supervision and direction of the client and is obliged to observe reasonable instructions from the temp company and the client regarding the performance of the work, including but not limited to rules of behaviour, working instructions and safety regulations.
- 10.4** The temporary agency worker is obliged to wear the work clothing and/or protective equipment provided by the temp company or the client during the performance of

the work. Temporary agency workers are not permitted to wear offensive clothing during the performance of their work.

- 10.5 The first infringement of safety or clothing regulations as set out in the previous sub-clause may lead to a written warning and the second infringement may lead to summary dismissal.

#### **CLAUSE 11. ANCILLARY ACTIVITIES**

The temporary agency worker is free to accept work elsewhere, unless the temporary agency worker has indicated to the temp company that they will come and work for the temp company, while it is clear at which day(s), time(s) or anticipated time(s) and number of hours or anticipated number of hours they will work. The temporary agency worker is also not permitted to work for the same client via a different employment agency.

#### **CLAUSE 12. CONFIDENTIALITY AND RETURN OF GOODS**

Both during the employment and after the termination of the employment, the temporary agency worker shall observe absolute secrecy in respect of all information regarding the temp company, the activities of the temp company and the client, and the persons employed by these organisations, to the extent that this information is of a confidential nature or confidentiality regarding this information has expressly been imposed on the temporary agency worker.

- 12.1 All goods, including written and electronic documents, as well as photocopies thereof, which the temporary agency worker receives during the agency work employment contract, are and remain the property of the temp company or the client. The temporary agency worker is obliged to return these goods, including any passwords, keys, access passes and such, to the temp company in good condition on the day on which the employment ends.

#### **CLAUSE 13. SANCTIONS**

- 13.1 In case of infringement of the confidentiality clause and the provisions concerning the return of goods, the temporary agency worker shall incur, without any notice of default being required, an immediately payable penalty of € 1,000, increasing by € 100 for each day or part of a day that the infringement continues.
- 13.2 Notwithstanding paragraphs 3 and 5 of Section 7:650 of the Dutch Civil Code, the penalty has been set at a high amount than half a day's wages expressed in monetary terms, based on paragraph 6 of the same Section.
- 13.3 Such infringement as described above during the employment shall constitute an urgent cause on the part of the temp company for summary dismissal ("ontslag op slaande voet") as defined in Section 7:678 of the Dutch Civil Code and may give the temp company cause to report a crime as described in Section 273 of the Dutch Criminal Code (violation of business confidentiality) to the public prosecutor.

#### **CLAUSE 14. ACCOMMODATION**

- 14.1 If a temporary agency worker not permanently resident in the Netherlands wishes to make use of accommodations offered by the temp company, the temp company shall deduct the related rent from the temporary agency worker's wages and pay it directly to the lessor of the accommodations on behalf of the temporary agency worker. The temporary agency worker shall grant the temp company a separate power of attorney for this purpose.



- 14.2 The temporary agency worker must register with the Municipal Personal Records Database *Gemeentelijke Basis Administratie*; GBA) if they will make use of the accommodations for more than four months.
- 14.3 The temporary agency worker must use accommodations with proper care.
- 14.4 Upon termination of the agency work employment contract, the temporary agency worker must leave the accommodations no later than ten calendar days following the termination of the agency work employment contract. The temporary agency worker shall owe rent for as long as they continue to make use of the accommodations. The temporary agency worker agrees that the temp company shall, upon termination of the employment, postpone the final account for a maximum of one month and shall effect payment at the time when the temporary agency worker leaves the accommodations.
- 14.5 A temporary agency worker who accepts the accommodation offered by the temp company agrees to the rules of use for accommodation, which are attached to the Employee Handbook as **Appendix 2**.

#### **CLAUSE 15. HEALTH INSURANCE**

- 15.1 Temporary agency workers not permanently resident in the Netherlands are obliged to have healthcare insurance during the work activities. The temp company shall offer the temporary agency worker the option to take part in the collective healthcare insurance of the temp company.
- 15.2 The temporary agency worker is not obliged to accept the insurance offer described in subclause 1. If the temporary agency worker does not accept the temp company's offer, the temporary agency worker must take out their own healthcare insurance. The temporary agency worker is responsible for this.
- 15.3 If the temporary agency worker accepts the temp company's insurance offer, the temp company shall pay the flat-rate premium to the insurer on behalf of the temporary agency worker and deduct this premium from the temporary agency worker's wages. The temporary agency worker shall give the temp company power of attorney in this matter.
- 15.4 Upon termination of the agency work employment contract, the healthcare insurance concluded via the temp company shall also end. The temporary agency worker may voluntarily continue the healthcare insurance, and must submit such request in writing to the temp company before the date of termination of the employment, or – in the event that the termination of the employment was not foreseeable – at the time of termination of the agency work employment contract. If the temporary agency worker does not indicate that they wish to voluntarily continue the insurance, the healthcare insurance shall terminate upon the termination of the agency work employment contract and the temporary agency worker shall in the event that they continue to reside in the Netherlands for any additional length of time be uninsured for the duration thereof.

#### **CLAUSE 16. USE OF COMPUTERS, INTERNET AND MOBILE TELEPHONE**

The use of computers, internet, mobile telephones and other electronic equipment is subject to the Code of Conduct for Electronic Communication Equipment and other Electronic Equipment, which is attached to the Employee Handbook as **Appendix 3**.

## CLAUSE 17. PRIVACY

- 17.1 The temporary agency worker's data shall be stored in their personal file and shall be treated as confidential by the temp company. Data shall only be provided to third parties if permission to do so has been obtained from the temporary agency worker and if the temp company is obliged to do so pursuant to the law. Each temporary agency worker has the right to inspect their own file.
- 17.2 The temporary agency worker is obliged to carry a valid identity document during the performance of work activities so that they are able to identify themselves at all times if requested by the client or a third party.
- 17.3 The temp company shall treat the temporary agency worker's personal data as confidential. To the extent possible and to the extent necessary, the temporary agency worker hereby grants the temp company permission to provide their personal data to clients or potential clients, as well as to inspection bodies in the event that an audit of the temp company or client is carried out and to third parties, to the extent that such is necessary and in accordance with the GDPR.

## CLAUSE 18. DISCRIMINATION AND SEXUAL HARASSMENT

Mutual respect and loyalty are underlying principle of the temp company's staff policy. This among others means that discrimination based on race, faith, gender or sexual orientation is unacceptable. Discrimination in the form of sexual harassment shall also not be tolerated. Individuals guilty of discrimination or sexual harassment are at risk of dismissal.

## CLAUSE 19. ALCOHOL, DRUGS AND MEDICATION

The temp company has a stringent policy regarding the use of alcohol, drugs and/or medication. This policy is set out in **appendix 4**, and applies equally to all temporary agency workers.

## CLAUSE 20. PSYCHOSOCIAL WORKLOAD (PSW)

- 20.1 As the formal employer, the temp company is responsible for the safety and well-being of its temporary agency worker. This includes the obligation to reserve attention in the working conditions policy for the so-called psychosocial workload (PSW, Dutch: *psychosociale arbeidsbelasting*). The following themes fall under this:
- sexual harassment;
  - aggression and violence;
  - bullying;
  - work pressure.
- 20.2 The temp company's policy aim is to prevent PSW. If prevention is not possible, efforts are made to limit it as much as possible.
- 20.3 In order to enable the execution of this policy, the subject of PSW is part of the Risk Inventory and Evaluation (*Risico-inventarisatie en evaluatie*; RI&E). This RI&E shall regularly be carried out within the temp company's organisation. If a temporary agency worker experiences problems in the performance of their duties that may be traced to sexual harassment, aggression, violence, bullying or work pressure, they can initiate a discussion about this with their supervisor or the management. If this is not possible, for example because the complaint is too emotionally charged or their relationship with the supervisor is part of the problem, they can contract the confidential advisor of the occupational health and safety service at +31 (0)24 2049115.

#### **CLAUSE 21. DISCIPLINARY MEASURES**

- 21.1 If there are compelling reasons to do so, the temp company may, subject to due observance of the relevant provisions of the Dutch Civil Code, suspend a temporary agency worker for a maximum of four weeks. During this this period of suspension, no wages and related emoluments shall be paid if the circumstance that no work is being performed is for a the risk and expense of the temporary agency worker or if the obligation to continue to pay wages is excluded.
- 21.2 Notwithstanding the provisions of Sections 677 and 678 of Book 7 of the Dutch Civil Code, the temp company may impose a suspension in the event of suspicion of a serious offence or if the interest of the temp company are harmed as a result of misconduct.

#### **CLAUSE 22. APPLICABILITY AND CHANGE NOTIFICATION PERIOD**

- 22.1 The conditions in this Employee Handbook become applicable upon commencement of work.
- 22.2 The conditions and appendices shall be adopted by the temp company and changed if necessary. Changes shall be notified to the temporary agency worker in writing as quickly as possible.

#### **CLAUSE 23. APPLICABLE LAW**

The employment contract and all contracts between the parties resulting from it are governed by Dutch law.

## APPENDIX 1. SICKNESS ABSENCE REGULATIONS

With this sick leave policy, Uitzendbureau hET aims to inform you of your rights and obligations during your period of illness.

The goal of Uitzendbureau hET is to help a sick employee return to work as quickly as possible. It is therefore crucial that you inform both your direct supervisor at Uitzendbureau hET and the occupational health service in a timely and complete manner about the progress of your illness and your ability to perform alternative work. This policy outlines what is expected of you during your illness. All rights and obligations described in this policy remain in effect throughout your illness.

Uitzendbureau hET is supported in its sickness absence management by the occupational health service Acture! Arbodienst (hereinafter referred to as “the occupational health service”).

Uitzendbureau hET is a self-insurer under the Sickness Benefits Act (Ziektewet), which means it implements the provisions of the Sickness Benefits Act itself and pays the sickness benefit directly. This means that if you become ill after your employment contract with Uitzendbureau hET ends, Uitzendbureau hET, and not the UWV (Dutch Employee Insurance Agency), will be responsible for your sickness benefit and for guiding your reintegration process. At the end of each chapter, a brief explanation is provided on what this means if you receive a sickness benefit for which Uitzendbureau hET is responsible.

### 1. Reporting Sick

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The employee (or someone else if the employee is unable to do so) must report their illness no later than 2 hours before the start of the working day to their coordinator, either by phone or via a WhatsApp or SMS message to one of the following numbers:

- Absence Coordinator: +31 629472070 (PL, ENG)
- Uitzendbureau hET BV: +31 243888123 (PL, ENG, RO, LIT, and NL)

So, if your shift starts at 6:00 AM, you must report sick no later than 4:00 AM. The sickness report must be confirmed the next day before 12:00 PM by contacting your coordinator. On the following days of your illness, you must continue to provide updates in accordance with the instructions given during the conversation with your coordinator. Sick reports submitted via other methods will not be accepted. You are also required to report your illness directly to Uitzendbureau hET, as we are your legal employer.

When reporting sick, please include the following information:

- Your first and last name
- Any possibility for you to perform alternative work
- Whether you fall under any safety net provisions of the Sickness Benefits Act
- If pregnant and unable to work, submit a pregnancy statement from a gynecologist
- Report any work-related accidents immediately to your supervisor

- The expected duration of your absence
- Your current address and phone number where you can be reached during your illness

This information will be shared with the occupational health service if necessary. In the case of childcare-related absence, you must report it the same way as sickness absence, but it will be recorded as either paid or unpaid leave. If there is no information about your absence, the employer will issue an official warning (e.g., for oversleeping). Three official warnings will result in termination of your contract.

### **Sickness Benefits**

If you are no longer employed by Uitzendbureau hET but fall ill within 28 days after the end of your employment contract, you must still report your illness to Uitzendbureau hET. You do not need to report it to your former client (placement company).

## **2. Determining the Right to Continued Salary Payment**

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During your period of sickness, the Employee Insurance Agency (*Uitvoeringsinstituut Werknemersverzekeringen*; UWV) / occupational health and safety service (*arbodienst*) shall regularly contact you to inquire about your status. This may occur in writing as well as by telephone. It is also possible that you will be visited at home. If necessary, the temp company shall carry out one or more of these tasks.

## **3. Staying at Home**

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Naturally, we want to know how you are doing and when you will be fit to return to work. That's why, after you report your illness, we will contact you. You must be reachable for this.

Therefore, during your period of illness, you are required to remain at your home or current place of stay between 8:00 AM and 6:00 PM until the first contact with Uitzendbureau hET has taken place, to allow for phone contact and/or a home visit.

After this first contact, you must remain available between 8:00 AM and 6:00 PM by phone and at the address you provided, to allow for potential checks by the employer. This enables us to know when you are at home and allows us to contact or visit you. During the above-mentioned hours, you may only leave your home for medical appointments (including follow-up visits), visits to the occupational health service, or to resume work. If you are instructed to remain reachable by phone during a specific period, or to call the company doctor or absence coordinator at specific times, you must comply immediately. You are also required to answer all questions related to your absence during such calls.

### **Make Visits Possible**

The company doctor (or occupational health service), the absence coordinator of Uitzendbureau hET, and your direct supervisor must be able to reach you. You must therefore allow them to visit you at your home or care address. If they are unable to reach you at your registered address, they must be informed of your current location.

If you are temporarily staying somewhere else during your illness or your care address changes (e.g., due to hospital admission or discharge), you must report this within 24 hours to both the absence coordinator and the company doctor.

### Sickness Benefit (Ziektewetuitkering)

If you are receiving a sickness benefit after your employment contract has ended, the same availability rules apply to you. Uitzendbureau hET will report your illness to the UWV and the occupational health service. The occupational health service will continue to carry out checks even during your sickness benefit period.

## 4. Reporting Changes

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If something changes in your situation, it may affect your continued wage payment. Therefore, you are required to inform us of any changes immediately. If you fail to report changes in a timely manner, it may have consequences for your wage payment. The most common changes you must report are:

- you have other sources of income;
- your health improves or deteriorates;
- your personal situation changes – for example, you move, receive a new bank account number, move to a different residence or address in the Netherlands, or you are incarcerated.

You must report these changes to us within **24 hours** of when they become known (or reasonably could have been known) to you.

### Change of Residential Address to Abroad

If during your illness you move, temporarily stay elsewhere in the Netherlands, or change your care address (e.g. due to hospital admission or discharge), or after such temporary stay return home, you must report this immediately (within 48 hours) to the absence coordinator. Any additional costs incurred by Uitzendbureau hET due to a change in your address without prior notification may be charged to you.

If your residential or care address changes from within the Netherlands to an address abroad, you must notify us of this change at least two weeks in advance.

Depending on the situation, you may need permission from the company doctor, who must confirm that returning to your home country will not hinder your recovery. Appointments for (medical) check-ups or meetings with your employer regarding reintegration will, as much as possible, take place in the Netherlands. You are required to start reintegration activities in the Netherlands.

### Sickness Benefit

Changes in your circumstances may also affect your sickness benefit. If you are receiving a sickness benefit and fall under the own-risk bearer scheme, the rules in this section apply to you in full. So be sure to report all relevant information to us in a timely manner

## 5. Focus on Your Recovery

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During your illness, you must do everything possible to recover. It is in your own interest to seek treatment from a (general) practitioner within a reasonable time after falling ill. You are personally responsible for scheduling this appointment. You are required to follow the advice and treatment prescribed by your (general) practitioner.

Medical appointments that are **not related** to your illness must be scheduled **outside of working hours** or on your **day off**, and must be announced **at least five days in advance**.



### **Sickness Benefit**

If you are receiving a sickness benefit, the same obligation applies: you must do everything possible to support your recovery.

## **6. Appointments with the Occupational Health Service (/Company Doctor)**

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If the company doctor or another employee of the occupational health service requests information regarding your absence, you are required to comply with this request. If you are unable to do so—for example, due to hospitalization—ensure that someone else, such as your partner or a family member, can provide the required information on your behalf. All information will be treated with strict confidentiality by the occupational health service.

### **Attending Consultations**

If you are called for a consultation with the company doctor, you are obligated to attend. This obligation remains even if you plan to return to work the day after the consultation. Failing to attend this appointment can have consequences for your continued salary payment.

If you have already resumed work, contact the absenteeism coordinator of Uitzendbureau hET to find out whether you still need to attend the consultation.

If you wish to reschedule your appointment, you must contact the absenteeism contact person of Uitzendbureau hET at least 24 hours in advance to arrange a new appointment.

Note: You may only reschedule if you respond on time and have a valid reason. We will determine whether your reason is acceptable. If you fail to provide a valid reason or simply do not attend the appointment, the (administrative) costs of the consultation may be charged to you. Repeatedly rescheduling or missing appointments can also affect your salary payment.

### **Valid Identification**

If you attend a consultation or if the company doctor visits you at home, you must present a valid ID.

### **Medical Examination**

You are required to cooperate with any medical examination intended to assess your incapacity for work. This also includes medical examinations arranged by or on behalf of the company doctor, if deemed necessary.

Failure to cooperate may affect your salary payment.

### **Stay Abroad**

If you plan to stay abroad for several days during your illness and/or incapacity for work, you must request prior permission from the company doctor.

If the company doctor determines that the stay does not hinder your recovery, they will issue a “no objection” statement. In that case, no vacation days will be deducted.

Your reintegration obligations continue during your stay abroad, and you must facilitate checks of your incapacity for work while abroad.

If you recover during your stay, you must report your recovery to Uitzendbureau hET immediately.

Planning to go on holiday? You may also need permission from the company doctor. If the holiday does not interfere with your recovery, you will be granted permission, vacation days will be deducted, and your reintegration obligations will be temporarily suspended.

You must coordinate this leave request with both Uitzendbureau hET and your client/employer.

### **Falling Ill While Abroad**

If you become ill during your stay abroad or while on holiday (either abroad or in the Netherlands), you must report your illness to the absenteeism coordinator of Uitzendbureau hET within 24 hours. You must also provide your stay and/or care address.

If your illness persists, a certified doctor in the country where you are staying must prepare a medical statement within three days of your report. You must then submit this statement to Uitzendbureau hET.

If you are still ill upon returning home, contact the absenteeism coordinator of Uitzendbureau hET immediately.

### **Sickness Benefit**

If you are receiving a sickness benefit under the own risk bearer scheme, all rules in this paragraph fully apply to you.

## **7. Cooperating with Your Reintegration**

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You are required to **actively cooperate in your own reintegration**. This means taking a proactive approach toward recovery and returning to work. Specifically, you must:

- Not hinder your own recovery;
- Undergo treatment by the prescribed doctor and follow the doctor's recommended treatment;
- Actively participate in your reintegration process at the request of Uitzendbureau hET, including performing suitable work and/or cooperating with the activities of an assigned reintegration agency;
- Follow the agreements made in your Action Plan (Plan van aanpak);
- Cooperate with any trial placement at another employer;
- Participate in learning or work programs aimed at your recovery and return to work.

### **Do Not Hinder Recovery**

If, during your period of incapacity for work, you behave in a way that hinders your recovery, Uitzendbureau hET may decide to stop your salary payments.

### **Suitable Work**

Sometimes you may not be able to do your regular job due to illness, but you may still be capable of performing other suitable work. What kind of work is suitable depends on your health and how long you've been ill.

The company doctor will determine, in consultation with you, what constitutes suitable work. If you refuse this adjusted work without a valid reason, it may have consequences for your salary payment.

If you have found (temporary) alternative work on your own, you must consult with Uitzendbureau hET before starting this work. Uitzendbureau hET may have the company doctor assess whether the work is suitable for your condition.

### **Lack of Cooperation**

If you do not (or insufficiently) cooperate in your reintegration, Uitzendbureau hET may stop your salary payments.

### **Sickness Benefit**

If you are receiving a sickness benefit (Ziektewetuitkering), the same level of effort is expected from you regarding recovery and recovery-promoting activities.

Failure to cooperate may affect both your entitlement to and the amount of your sickness benefit.

## **8. Recovery**

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You must report your recovery as soon as possible, first by telephone to Acture and to the absence coordinator of Uitzendbureau hET.

If your direct supervisor or the absence coordinator is unavailable, you must report your recovery to their replacement(s).

You must report your recovery no later than the first day you are recovered, before the start of your workday, and between 08:00 and 17:00.

You do not need to wait for approval to return to work.

If you have been ill for a longer period and have been in contact with the company doctor, Uitzendbureau hET may request a fit-for-work declaration from the doctor.

### **Fit-for-Work Declaration**

The company doctor will issue a fit-for-work declaration if they consider you fit to return to work. If the company doctor believes that you can resume your work (either fully or partially), Uitzendbureau hET will schedule with you a date to return.

If the company doctor considers you fit for work, but you are unable to return on the agreed date, you must:

- Inform your direct supervisor at the client (your workplace), and
- Inform the absence coordinator of Uitzendbureau hET.

### **Second Opinion and/or Expert Assessment**

If you disagree with the fit-for-work declaration, you may be entitled to request:

- A second opinion from another company doctor, and/or
- An expert opinion (deskundigenoordeel) on your fitness to work, provided by a doctor at the UWV (Dutch Employee Insurance Agency).

If you wish to request a second opinion, you must indicate this during your consultation with the company doctor. The doctor from the occupational health service will provide information about how and where to request the second opinion or expert assessment, and explain your rights. Before the occupational health service refers you to an independent company doctor outside the organization, a **colleague of your current company doctor** will first give a second assessment of your situation.

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**Important:**

Requesting an expert opinion from UWV does not suspend your obligation to return to work. This means: if you do not resume work (fully or partially) while awaiting the outcome, your salary payments may be suspended.

If the expert opinion later confirms that you were indeed still unfit for work, Uitzendbureau hET will pay your salary retroactively.

For more information about the expert opinion procedure, please contact **Acture**.

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**Sickness Benefit**

While receiving a sickness benefit (Ziektewetuitkering), the same rules apply for reporting recovery and requesting a second opinion as during regular employment.

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**9. Overview of Absence Guidance**

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**a. Telephone Contact**

As your employer, Uitzendbureau hET is responsible for proper absence management. To provide you with optimal support during your illness, Uitzendbureau hET aims to stay informed about your recovery progress. This means that the absence coordinator will try to contact you by phone on the first day of your sick report.

**b. Contact on the Third Day After Reporting Sick**

It is Uitzendbureau hET's policy that the absence coordinator, the HR department, or the occupational health service (arbodienst), depending on the nature of your illness, will contact you again on the third day after your sick report to ask how you are doing and to gather information about the progress of your illness and recovery.

**Please note:** if you have a 'Krankenschein' or 'Gelber Schein' (German sick note), we cannot accept this as proof of incapacity.

Even an electronic sick note (eAU) does not allow us to determine whether you are unable to perform your own or suitable alternative work.

**According to Dutch law**, only the company doctor may determine whether you are unfit to perform your work. That is why we consider close communication about your absence essential in all cases, regardless of whether you have a sick note.

If necessary, the company doctor will assess whether you are partially or completely unable to perform your work due to your complaints.

**c. Appointment for Prevention**

If you have been sick for more than ten working days, a reintegration meeting may be scheduled by the absence coordinator upon your return.

The purpose of this meeting is to jointly discuss how future absence can be prevented as much as possible.

**d. Absence Review Meeting**

If you have been sick more than twice in the last 12 months during your employment, the absence coordinator may hold an absence review meeting with you.

This meeting will focus on identifying the causes of your frequent absence and discussing possible ways to reduce it in the future.

#### **e. Company Doctor Appointment & Problem Analysis**

No later than week 6 of your sickness, you will have an appointment with the company doctor, who will draw up a problem analysis.

In this consultation, the doctor determines which activities you can or cannot still perform. This report will be sent to both Uitzendbureau hET and to you.

► Follow-up Consultations: After the problem analysis, further consultations will be scheduled at agreed intervals.

#### **f. Action Plan (Plan van Aanpak)**

No later than week 8 of your illness, you and the absence coordinator will draw up a Plan of Action.

This plan includes the steps required to help you resume your regular work or to start suitable alternative work as soon as possible.

It also lists agreements made with the absence coordinator and/or the company doctor, and the actions you will take to improve your chances of returning to work.

Uitzendbureau hET will support you in this as much as possible. You can also take your own actions (in consultation with the company doctor and Uitzendbureau hET).

► You must accept suitable work if it is available.

► You are also expected to actively look for suitable work yourself.

► Any changes that may affect your sickness benefit (e.g., pregnancy) must be reported to the absence coordinator immediately.

#### **g. 42nd Week Notification**

In week 42, Uitzendbureau hET will submit the 42nd-week notification to the UWV (Employee Insurance Agency).

#### **h. First-Year Evaluation**

If you are not yet fully recovered after the first year, you and the absence coordinator will prepare a First-Year Evaluation.

This includes a review of the progress made on the Plan of Action and sets the goals and plans for the second year.

If needed, an external reintegration agency may be brought in to help you find suitable work.

#### **i. Final Evaluation & Reintegration Report**

If you are still unable to fully return to your original job after two years, you and Uitzendbureau hET will review next steps.

Together, you will complete the Final Evaluation of the Plan of Action.

This includes a summary of your current status and becomes part of your full Reintegration Report, which also includes the earlier problem analysis and action plan.

#### **j. WIA Benefit Application**

If all reintegration efforts have not resulted in a return to work, you will receive a WIA application form from the UWV in week 87.

You must send this form back to the UWV within three weeks.

The absence coordinator at Uitzendbureau hET will assist you in this process.

The UWV will then decide whether you are eligible for a WIA disability benefit, based on your reintegration report.

## Sickness Benefit (Ziektewetuitkering)

If you receive a sickness benefit under own-risk insurance (eigenrisicodragerschap), all rules in this section fully apply to your situation.

### 10. Preventive Consultation and Occupational Health Consultation

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Naturally, you and Uitzendbureau hET can take proactive steps to prevent or limit potential sickness absence. Uitzendbureau hET is happy to support you in this.

For example, you can schedule a meeting with the absence coordinator of Uitzendbureau hET to jointly take action to prevent or reduce illness-related absence.

#### **Occupational Health Consultation**

In addition, you can independently contact the company doctor to discuss any concerns about your health and work – including any work-related questions or early signs of health complaints. You may make use of this open consultation even if you are not currently sick. This can be done on your own initiative, and you are not required to inform Uitzendbureau hET or your client/employer about this contact.

#### **Sickness Benefit (Ziektewetuitkering)**

Please note: The preventive consultation and the occupational health consultation do not apply once your employment with Uitzendbureau hET has ended.

### 11. Non-compliance with Agreements

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This regulation serves as a guideline and is binding; violations provide justification for the employer to impose sanctions. If Uitzendbureau hET observes that this absence regulation is not being followed, it will impose sanctions in case of violations, such as suspending or stopping your wage payments.

Suspension of your wage is possible, for example, if you do not comply with reasonable (written) instructions from Uitzendbureau hET regarding providing information to determine your right to wages, your illness, or possibilities for suitable work.

Stopping your wage payment may occur if it becomes known that you:

- Have caused the illness intentionally;
- Delay or hinder your recovery;
- Without valid reason, refuse to perform suitable work offered to you;
- Without valid reason, refuse to cooperate with reasonable instructions or measures given by Uitzendbureau hET or the occupational health service to enable you to perform suitable work;
- Refuse to cooperate in drafting, evaluating, and adjusting a Plan of Approach;
- Without valid reason, fail to submit the WIA application on time or at all.

**Providing Information to Employer**

Within the boundaries of medical confidentiality, the occupational health service will provide relevant information about wage payment, absence guidance, and reintegration to Uitzendbureau hET. This includes data that made assessment and guidance impossible due to your actions as an employee. You have the right to inspect and correct your file.

**Sickness Benefit (Ziektewetuitkering)**

In situations where you do not comply fully or partially with the agreements in this absence regulation, Uitzendbureau hET is obliged, according to the Sickness Benefits Act (Article 45) and the Measures Decree of Acture, to impose a measure or sanction. This can involve temporary or permanent suspension or reduction of part or all of your sickness benefit.

**12. Disputes/Complaints**

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If you have a complaint about the way the occupational health service/ company doctor operates or about the content of the services provided, you can file a complaint with the occupational health service. If you wish, the absence coordinator at Uitzendbureau hET can assist you with this.

If you disagree with advice given by the company doctor regarding your (in)ability to work, or if you want the reintegration efforts of Uitzendbureau hET to be reviewed or want an assessment of the offered suitable work, you can request a second opinion and/or a 'medical expert judgment sick/not sick' from Acture.

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**Sickness Benefit (Ziektewetuitkering)**

During your entitlement to a sickness benefit, the same complaints procedure applies.



## **APPENDIX 2. RULES OF USE FOR ACCOMMODATION**

This accommodation has been made available to you by the temp company. During your stay in this accommodation, you must observe the following rules.

1. The accommodation is fully furnished and equipped. All furnishings and equipment are in good condition. If, upon arrival, new residents notice damage or defects in the accommodation, they must report this to the temp company within 24 hours. If they do not do this, they may later be held liable for any non-reported damage.
2. Residents shall receive a key to the accommodation. Upon departure or holiday, the key must be handed in to the temp company. In the event of loss of the key or failure to hand in the key, €25 in damages shall be deducted from the wages.
3. Residence in this accommodation is at the residents' own risk and expense. Residents are liable for their own private property that they have brought with them.
4. When no one is present in the accommodation, the accommodation must be locked. This means that the exterior doors must be locked and windows that are accessible from outside must be closed.
5. The temp company considers the causing nuisance (in the form of noise or otherwise) to people living in the neighbourhood to be behaviour that damages the reputation of the temp company, and this shall therefore lead to the immediate termination of the employment. In the Netherlands, it is customary to be quiet between 22:00 and 7:00 (this means no use of power drills, no loud music, etc.).
6. Smoking is not allowed inside the accommodation (you may smoke outside, however).
7. The use of drugs in the accommodation and the surrounding area is forbidden.
8. In connection with fire safety, each accommodation is equipped with fire extinguishers, smoke alarms and a fire blanket. This equipment is part of the accommodation and we expressly request that you leave this equipment in the accommodation for the safety of all residents.
9. Pets and animals are not allowed in the accommodation and surrounding area.
10. You are not permitted to accommodate people in the accommodation at your own initiative and without consulting the temp company. Visitors may only spend the night in cases of emergency and in consultation with the temp company. In the event of failure to report visitors spending the night, the temp company may charge a compensation of €100 per person per night to the responsible individual in the accommodation.
11. If, during your residence, damage is caused or furniture or equipment is discovered to be missing, you must immediately report this to the temp company. In the event of damage through no fault of the residents, the damage will be covered by the third-party insurance (*WA-verzekering*). If the temporary agency worker deliberately caused the damage, the costs will be recovered from the temporary agency workers.

12. Residents must keep the accommodation and the garden clean and tidy. It is expressly forbidden to apply paint in the accommodation, make holes in the walls or otherwise damage the accommodation.
13. The residents are responsible for the removal of garbage. If too much garbage accumulates in or near an accommodation, the temp company shall remove it. Landfill and labour costs shall be equally distributed across all residents at the time of the removal and deducted from their wages.
14. Residents must use energy normally and responsibly. This means: At night and when no one is home, the thermostat should be set no higher than 15°C
  - When people are home, the thermostat should be set no higher than 21°C;
  - The heating should not be on while exterior doors and/or windows are open;
  - Lights and devices should be switched off when no one is home and when everyone is asleep.
15. Upon termination of the employment contract, the temporary agency worker may continue to use the accommodation provided by the temp company for ten days, for which the usual costs apply.
16. Upon departure, the accommodation and the garden must be left clean, tidy and complete. Any damage or missing items that were not reported before departure shall be recovered from both remaining and departing residents. The same goes for cleaning costs incurred by the temp company due to the need to restore accommodations that were left dirty upon departure to a presentable state.
17. **The Dutch emergency number for the fire service, police and ambulance is 112.**  
**The German emergency number is 112. The emergency number of the police 110.**

These numbers are only intended for EMERGENCIES (life-threatening situations). Abuse of the emergency number is severely punished. In emergency situations, always contact the temp company as well. The police also has a national number for non-urgent matters: 0900-8844 (use this when you need to report a theft, for example).
18. IN THE EVENT OF FIRE: remain calm, close any doors and windows, leave the accommodation as quickly as possible and use the fire extinguisher.

### **APPENDIX 3. CODE OF CONDUCT FOR ELECTRONIC COMMUNICATION EQUIPMENT AND OTHER ELECTRONIC EQUIPMENT**

In this code of conduct, electronic communication equipment and other electronic equipment should be understood to mean:

- Telephones and mobile telephones;
- PCs, laptops, organisers and the software installed thereon for purposes such as email, intranet and internet facilities.

#### **1. BUSINESS USAGE**

The temp company may provide the temporary agency worker with electronic communication equipment and other electronic equipment to be used in the performance of their duties. The communication equipment and other equipment provided by the temp company are the property of and licensed to the temp company. The temp company assumes that the temporary agency worker shall perform their work activities pursuant to their position at the client in a professional and reasonable way and with due care.

For the performance of their work, the temporary agency worker may make use of the electronic communication equipment and other electronic equipment, with due observance of legislation and regulations and in a professional and ethically sound manner, appropriate to the organisation

where the work takes place. The temporary agency worker is responsible for the appropriate use of the electronic communication equipment and other electronic equipment.

The temporary agency worker must be aware that developments in the area of modern communication equipment and other modern equipment may lead the temp company to implement changes in existing user options.

#### **2. RULES OF USE**

Users of the electronic communication equipment and other electronic equipment must observe

the following rules:

- The sending and answering of messages, including email messages, is done under the user's responsibility;
- If a user suspects that certain messages they have received are in contravention of legislation or regulations, of an inappropriate nature, or could potentially damage the integrity and reputation of the temp company or the client, the user must immediately inform the temp company;
- Users must limit the sending of confidential information using electronic communication equipment and other electronic equipment to a minimum;
- Occasional and limited use of the electronic communication equipment and other electronic equipment for private purposes is permitted. When using the equipment for such purposes, the rules of care, integrity and reputation must also be observed. Use of the electronic communication equipment and other

electronic equipment for private purposes must occur outside working hours to the greatest possible extent.

- The temporary agency worker is aware of and agrees to the performance of general (anonymised) controls and registration of the usage of the electronic communication equipment and other electronic equipment. Such registration and controls shall in particular be implemented in the event of suspicions of usage in contravention of legislation and regulations or usage that could pose a risk to the integrity and reputation of the temp company and for the purpose and for the purposes of identifying usage for non-professional purposes during working hours on a more than occasional basis.

The following is also not permitted:

- Using the electronic communication equipment and other electronic equipment, for private purposes or otherwise, in a way that leads to disruption of business operations or that hampers productivity;
- Opening, sending, forwarding, redistributing and/or answering chain letters;
- Unauthorised fundraising, of any kind whatsoever;
- Making purchases or placing orders for private purposes;
- Participating in communication that is in contravention of legislation or regulation or may damage the integrity or reputation of the temp company, including (but not limited to) defamatory, indecent and/or dishonourable communication and the possession of pornographic images in particular;
- Copying, adjusting, changing etc. of data protected by copyright, trademark, patent or law.

### 3. MEASURES

In the event of intensive usage not being for professional purposes within the temp company's and/or the client's company and in the event of forbidden usage, measures may be taken as a result of which the individual user temporarily or permanently does not have access to all or part of the electronic communication equipment or other electronic equipment.

Decisions regarding measures to be taken shall take into account to that extent the user will be able to continue fulfilling their duties within the organisation. The consequences of the imposition of a measure as a result of infringement of this code of conduct are at the individual user's expense.

Usage that constitutes an infringement of this code of conduct may lead to the imposition of sanctions. Such sanctions may for example include reprimand, claiming of compensation for damage caused and/or summary dismissal.

## **APPENDIX 4. POLICY REGARDING THE USE OF ALCOHOL, DRUGS AND/OR MEDICATION**

### **1. INTRODUCTORY PROVISION**

The temp company is responsible for ensuring a safe working environment. The use of alcohol, drugs and/or other narcotics violates this responsibility as it may lead to loss of production and quality and increases the risk of accidents. Furthermore, the use of these substances may create a negative image on the part of the temp company, which can cause indirect damage.

### **2. SCOPE**

These regulations apply to all temporary agency workers of the temp company. The regulations are part of the temp company's working conditions policy, the responsibility for which rests with both the temp company and the temporary agency workers.

### **3. POSSESSION AND USE**

- 3.1 Being in possession of alcohol, drugs and/or other narcotics in the workplace is prohibited.
- 3.2 Using alcohol, drugs and/or other narcotics during working hours is not permitted.
- 3.3 Being in possession of and/or using medication that influences or may influence the temporary agency worker's work performance is only permitted if this medication was prescribed by a doctor and this has been notified to the direct supervisor at the client and the temp company in advance, so that, after consultation with the company doctor or otherwise, the temp company has given explicit permission for the performance of work or adapted work.

### **4. BEING UNDER THE INFLUENCE BEFORE COMMENCEMENT OF WORK**

The temporary agency worker is prohibited from arriving at work or reporting for the commencement of work activities under the influence of alcohol, drugs and/or other narcotics.

### **5. USING NARCOTICS DURING PRIVATE TIME**

The use of alcohol, drugs and/or other narcotics by a temporary agency worker during their private time may lead to their arrival at work while under the influence. The body breaks alcohol down slowly, for example (approximately 1.5 hours per 10 grams of alcohol, which is equal to a standard glass). The temporary agency worker must be aware in advance and consequently limit their use of these substances before commencing work such that they are able to commence work in a fully sober state.

### **6. SIGNALS**

Even when a temporary agency worker is not demonstrably under the influence of alcohol, drugs and/or other narcotics, their performance may still be reduced as a result of excessive consumption of the aforementioned substances. Reduced performance, failure to keep agreements, increased sickness absence and disruption of the atmosphere in the workplace may be signs of narcotic-related problems. In the event that such problems are ascertained, a temporary agency worker may be cautioned about their use of these substances and

agreements may be made about it. If necessary, the direct supervisor may take measures. If the signals lead to a strong suspicion that a temporary agency worker is working while under the influence, the direct supervisor at the client or the temp company shall act as follows:

- The relevant temporary agency worker is immediately held to account during a private conversation;
- The supervisor confronts the temporary agency worker with the signals that have been picked up;
- If the temporary agency worker denies being under the influence, a breath test, as described in Section 7, may be administered if the temporary agency worker is suspected to be under the influence of alcohol, through which the temporary agency worker can prove their innocence;
- If the temporary agency worker refuses or sabotages the breath test, the supervisor shall assume, for reasons of safety, that the worker is under the influence of alcohol.

## 7. ALCOHOL AND BREATH TEST

- 7.1 If, based on the rules set out above, the client or the temp company suspect that one or several temporary agency workers have used alcohol during working hours, or have arrived at work under the influence thereof, the client or the temp company shall have the option to require the relevant temporary agency worker(s) to perform a breath test. The temporary agency worker(s) may prove their innocence by means of the breath test.
- 7.2 A temporary agency worker performing a breath test has the right to a countercheck at all times and shall of course be the first to be confidentially informed of the results. Breath tests may be conducted on a random basis or as a specific check in the event of suspicion that a temporary agency worker is under the influence of alcohol.
- 7.3 The results of a breath test shall not be registered in any data files other than the temporary agency worker's personal file and shall be treated with due discretion.

## 8. SANCTIONS

Upon establishment of the use of alcohol or drugs while at work, or of presence at work while under the influence, the temp company or client may impose the following sanctions:

- Denial of access to the workplace, or termination of the availability therefore;
- Confiscation of car keys and arrangement of alternative transport at the temporary agency worker's expense;
- A caution (in the form of a written warning without financial consequences, plus an entry in the personnel file);
- Suspension (the temporary agency worker is sent home; the details of the suspension shall be subsequently notified to them in a follow-up talk);
- A penalty /compensation (in the event of infringement of the policy regarding narcotics, the temporary shall owe a penalty of €250. Notwithstanding subsections 3 and 5 of Section 7:650 of the Dutch Civil Code, based on subsection 6 of that

Section, the manner in which that penalty shall be used is not defined and the temp company may obtain a personal advantage as a result of the penalty, and the penalty has been set at a higher amount than half a day's wages expressed in monetary terms);

- Summary dismissal.

## 9. CLOSING PROVISION

In all cases not provided for in these regulations, the temp company shall if necessary take appropriate

measures after consultation with the occupational health and safety service.



## **APPENDIX 5. Rules of Use for Company Car**

1. In the event that the Temp company provides the Temporary Agency Worker with a company car, the Temporary Agency Worker is strictly forbidden from using the company car for private purposes.
2. In the event of infringement of the abovementioned prohibition of private use of the company car, the Temporary Agency Worker shall owe a penalty to the Temp company. The Temp company may obtain a personal advantage as a result of the penalty. The penalty amounts to €250 (fifty euros) per infringement, increased by €1,00 per kilometre driven. The penalty shall be immediately payable, with no notice of default or other prior notice as described in article 6:80 et seq. of the Dutch Civil Code. The penalty shall be payable without prejudice to the Temp company's further rights pursuant to the law or the Employment Contract, which in any case includes the right to performance of the Employment Contract and the right to claim damages pursuant to the law instead of the penalty. With this penalty clause, the Temporary Agency Worker and the Temp company expressly derogate from subsections 3 through 5 of Section 7:650 of the Dutch Civil Code.
3. If the Temporary Agency Worker earns a wage that does not exceed the minimum wage that is applicable for the Temporary Agency Worker, the following penalty clause shall apply to them instead of subclause 2: in the event of infringement of the abovementioned prohibition of private use of the company car, the Temporary Agency Worker shall owe a penalty to the Temp company. The fine shall be intended for the Staff Association. The penalty amounts to €250 per infringement, increased by €1,00 per kilometre driven. The penalty shall be immediately payable, with no notice of default or other prior notice as described in article 6:80 et seq. of the Dutch Civil Code. The penalty shall be payable without prejudice to the Temp company's further rights pursuant to the law or the Employment Contract, which in any case includes the right to performance of the Employment Contract and the right to claim damages pursuant to the law instead of the penalty.
4. Additionally, in the event of infringement of the abovementioned prohibition of private use of the company car, the value of the private usage of the company car (to wit: 22% and 4% of the value of the company car depending on the company car's additional taxable benefit category) shall from the date of the established infringement be considered part of the Temporary Agency Worker's salary on a time-proportionate basis. This is on the grounds of tax law and legislation. For such periods of the calendar year of which the tax return deadline has lapsed, income tax correction messages shall be compiled. The Temp company shall recover all income tax / national insurance contributions owed, the income-related contribution refund under the Healthcare Insurance Act (*inkomensafhankelijke bijdrage Zorgverzekeringswet*) and the fine and the interest on underpaid tax resulting from the infringement of the prohibition on private usage from the Temporary Agency Worker.
5. If the prohibition on private use is repeatedly breached, this may, in addition to the abovementioned sanctions, also lead to other disciplinary measures and, potentially, dismissal. The Temp company shall duly monitor the observance of the prohibition on private use of the company car.

6. Additionally, the following rules apply in all cases with regard to the use of a company car:
- The company car must be used competently and prudently;
  - Damage and theft must be immediately reported to the management of the temp company;
  - It is not allowed to transport hitchhikers in the company car;
  - All costs of traffic violations, fines, administrative sanctions and so forth shall be entirely at the Temporary Agency Worker's expense. This also applies with regard to any related court costs. The Temporary Agency Worker must reimburse these costs to the Temp company. The costs shall be paid from the Temporary Agency Worker's net wage (i.e. they shall be deducted from the net wage). A specification of the deducted amount will be included. If the net wage is insufficient to cover the abovementioned costs, the Temporary Agency Worker is obliged to repay these within 10 (ten) days after the Temp company has informed the Temporary Agency Worker of the costs caused by the Temporary Agency Worker. Upon termination of the employment, the accrued reserves, subject to deduct of €130 as surety for any fines or deductions in connection with the excess (*eigen risico*) relating to the company car, shall be paid to the Temporary Agency Worker. If no fines or invoices pertaining to the excess have been received within 2 months, this amount shall also be paid to the Temporary Agency Worker.
7. The Temporary Agency Worker is obliged to reimburse the Employment Agency for costs resulting from demonstrable improper use of the company car, costs resulting from reckless behaviour or reckless driving by the Temporary Agency Worker as a result of use of the company car while under the influence of alcohol or medication not covered by the insurer and/or costs resulting from the impoundment of the vehicle.
8. The Temp company has the right to impose further rules of use, in writing or verbally.

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