

## Welcome at JEX

On the basis of your temporary employment contract, you will work for our clients. Your temporary employment contract states that these staff rules are part of our employment relationship. As such, these staff rules form the basis of our mutual cooperation.

These staff rules lay down how a number of matters are arranged at our company. It also clarifies a number of topics from the collective labour agreement for temporary workers. If you still have questions after reading these staff rules, you can of course always contact us at [clientsupport@jex.nl](mailto:clientsupport@jex.nl).

### What is important for your daily work

Duty to identify	Make sure you always have an original and valid identification document with you at work.
Work accident	Report this immediately to the supervisor at work and to JEX.
Reporting sick	Immediately report sick to us and the client before 10:00 am. This must always be done by telephone!
Alcohol, drugs and medicines	Do not use alcohol and drugs before or during working hours. Do you use medicines with an orange or yellow sticker? Report this immediately to your supervisor at work.

### Terms

Temporary worker	You, the person who enters into a temporary employment contract with us.
Client	The company to which you are made available by us to work under its management and supervision.
NBBU CLA	The collective labour agreement for temporary workers. This always refers to the most recently applicable NBBU CLA.

### Changes

These staff rules can be changed on our initiative, without your consent, for example if legislation or the NBBU CLA change. Naturally, you will be informed of any change and we will act as a good employer in doing so.

### Employment relationship

As a temporary employee, you are covered by the NBBU CLA and always work on the basis of a temporary employment contract. The temporary employment contract is the employment contract on the basis of which you work for the client via us. Management and supervision are the responsibility of the client. This means that the principal gives the (work) instructions on the workplace and tells you what to do. The client is also the one who must ensure a safe working environment.

### Types of temporary employment contracts

We can enter into four types of temporary employment contracts with you, namely:

1. the temporary employment contract with temporary employment clause in Phase 1-2;
2. the temporary employment contract without temporary employment clause in Phase 1-2;
3. the fixed-term temporary employment contract in Phase 3; or
4. the indefinite temporary employment contract in Phase 4.

Below you will find a brief explanation for each temporary employment contract. We then explain the phase system in more detail.

*1. The temporary employment contract with temporary employment clause in Phase 1-2*

The exclusion of the continued payment of wages obligation applies to this temporary employment contract. This means that if there is (temporarily) no work for you, no wages need to be paid for those hours. This temporary employment contract is entered into for four weeks at a time and ends on the final date. If the work is continued with our agreement after the end date, a new contract is concluded for a period of four weeks (each time). The temporary employment contract with temporary employment clause ends if the client no longer wants to or can hire you for whatever reason (we call this termination of the assignment), or because you no longer want to or can perform the work for whatever reason. If the assignment ceases and you have worked for more than 26 weeks, we must inform you of this at least ten days beforehand.

*2. The temporary employment contract without temporary employment clause in Phase 1-2*

The exclusion of the continued payment of wages obligation also applies to this temporary employment contract. The temporary employment contract is entered into for a fixed period and ends automatically on the end date.

*3. The fixed-term temporary employment contract in Phase 3*

The fixed-term temporary employment contract in Phase 3. The temporary employment contract entered into for a fixed period ends automatically on the end date.

*4. The indefinite temporary employment contract in Phase 4*

The indefinite temporary employment contract has no end date. It only ends if you or we give notice or terminate it by mutual agreement.

### **Phase system**

The NBBU CLA has a phase system (see Article 10 NBBU CLA). This system determines which type of temporary employment contract you are entitled to and at which terms of employment. The further you are in the phase system, the more rights you get.

*Phase 1-2.* These phases last a total of 52 worked weeks. That means you are always working in Phase 1-2 as long as you have not yet worked for more than 52 weeks. Each week in which you have worked, or take holidays and have them paid out, counts towards the accumulation of Phase 1-2. The number of hours you work in a week does not matter. Nor does it matter how many different clients you work for via us.

*Phase 3.* You are working in Phase 3 if our employment relationship continues within a period of six months after the end of your Phase 1-2 temporary employment contract. Phase 3 lasts for a maximum of three years. In Phase 3, we may conclude a maximum of six fixed-term temporary employment contracts. The duration of each agency temporary employment contract may vary. After six temporary employment contracts or if you work in Phase 3 for longer than three years, we have the option of moving you to phase 4. In Phase 3, the temporary employment clause is not applicable.

*Phase 4.* You are employed in Phase 4 if our employment relationship continues within a period of six months after the completion of Phase 3. In Phase 4, you are employed on the basis of an indefinite temporary employment contract. There is also no temporary employment clause in Phase 4.

### **Obligation to disclose employment history**

When you registered, you gave us, truthfully and completely, information about your personal details, education(s), employment history and work wishes. If we find that you are dishonest about your employment history, this may be grounds for dismissal.

**Remuneration**

You are entitled to equal pay (this is the so-called hirer's remuneration of Article 16 NBBU CLA), unless you fall under the exception group of Article 33 of the NBBU CLA. In the latter case, the remuneration from the NBBU CLA will be applied.

*Hirer's remuneration*

The hirer's remuneration consists of a number of elements, each of which is at least equal to the remuneration of the client's own employees in an equal or equivalent position. These elements are:

- a. the applicable period wage in the scale for the job group in which you are classified;
- b. working time reduction where applicable;
- c. all surcharges;
- d. initial wage increases (amount and timing as determined by the client);
- e. all expense allowances;
- f. period-linked payments (amount and time as determined by the client);
- g. compensation for travelling hours and/or travelling time connected with work (unless the travelling hours or travelling time are already regarded as hours worked);
- h. one-off payments;
- i. home working allowances;
- j. fixed end-of-year bonuses (amount and time as determined by the client).

**Timesheets**

Timesheets prove the number of hours you actually worked. You must ensure that your timesheets are completed truthfully and in full. In the timesheet, you enter the hours you worked and whether you worked overtime and/or shift work. The timesheet must be completed each week and approved (signed off) by the responsible person at the client. The hours can also be read in automatically based on a planning and/or clock-in system. You are responsible for clocking in and out correctly. Hours not registered will not be paid.

**Working hours**

In principle, you will work at the client's usual working hours. It is important that you always arrive at work on time! This is an important part of the appraisal of your work attitude. If you show up late for work (too often), a sanction may be imposed.

**Overtime**

If the client's business circumstances make it necessary, we expect you to be prepared to work more hours than agreed. Whether these extra hours are regarded as overtime depends on the client. With some clients, this is assessed per day (e.g. hours above eight hours per day) and with other clients per week (e.g. more than 40 hours per week). In most cases, overtime entitles you to an overtime bonus. For this, we follow the client's applicable rules.

**Working Hours Act**

The Dutch Working Hours Act prescribes the maximum consecutive working hours and the minimum rest periods between shifts worked. The client, we and you have a joint responsibility that the rules on working time, rest time, breaks and night work are followed. The client cannot demand that you violate the rules of the Dutch Working Hours Act. If such a situation does arise, you must contact us immediately at [clientsupport@jex.nl](mailto:clientsupport@jex.nl).

**Working conditions**

Your safety, health and well-being are our top priority. We make definite arrangements with our clients regarding this. As a temporary employee, you are considered equal to the client's own employees for the purposes of the Dutch Working Conditions Act. This means that the client must also ensure good working conditions for you. It also means that you must comply strictly with the client's regulations and instructions regarding working conditions. If there are safety risks at work, you will be informed of those risks before work starts. This will also indicate how you should deal with those risks.

**Standards and values**

JEX is an inclusive organisation where everyone can be themselves and where personal boundaries are respected. We are an organisation where there is no place for discrimination on any grounds and where people take into account each other's preferences, wishes and boundaries. We expect you to:

- conduct yourself as a good employee;
- have a professional work attitude;
- to not display undesirable behaviour, such as sexual intimidation, aggression, violence and discrimination;
- to look neat and tidy; and
- to comply with the client's regulations and company rules.

If you violate these aspects, we may impose one or more sanctions, including dismissal if the violation is serious.

**Alcohol, drugs and medicines**

During working hours or in the work area, you do not use alcohol or drugs. You are also not under the influence of alcohol or drugs when you arrive at work. Let your supervisor at work know if you use medication that affects your reaction time (if so, there will be an orange or yellow sticker on the packaging). If you perform work that requires extra vigilance and you cannot perform your duties for this reason, you must report yourself sick. The company doctor can then work with you to determine whether you can temporarily perform modified work. If you violate these rules, we may impose one or more sanctions, including dismissal.

**Leave**

If you have fulltime employment (40 hours per week), you are entitled to 16 2/3 hours of holiday per month. This amounts to 25 days' holiday per year. If you work less, you will receive a proportionate share of this. If you want to take holidays, you can take the required holidays to the extent you have accumulated them. You need our prior consent to take holidays. You can take a maximum of three consecutive weeks' holiday. We can deviate from this by mutual agreement.

You can find the amount of these reserves per week on your pay slip. Articles 26 to 29 of the NBBU CLA also explain what is reserved and how you can use it. Article 29 of the NBBU CLA explains how and when the reserves are paid.

In Phase 1-2, statutory holidays expire one year after the last day of the calendar year in which your entitlement arose (Article 26 paragraph 3 NBBU CLA).

**Payment of holiday pay**

You accumulate 8.33% holiday pay on your actual wages. The payment takes place annually in the week in which 1 June falls. If the temporary employment contract ends definitively, unpaid reserves for, among other things, holidays and holiday pay will be paid out after six weeks.

### **Public holidays**

The generally recognised public holidays can be found in Article 27 NBBU CLA and are:

- New Year's Day;
- Easter Monday;
- Ascension Day;
- Whit Monday;
- Both Christmas Days;
- King's Day or day replacing it; and
- Liberation Day in anniversary years.

To determine whether a public holiday occurs on a day that qualifies as a working day for you, we apply the following criteria from the NBBU CLA:

- you worked at least seven times on that day in a period of thirteen consecutive weeks immediately preceding the public holiday; or
- you have not yet worked thirteen consecutive weeks, but you have worked that day in more than half of the weeks worked.

You are then entitled to continued payment of your actual wages. If you have no or no definite scope of work, the average number of hours is calculated from the working day on which the public holiday occurs.

If there is a possibility to work on the public holiday and you choose not to do so yourself, you are not entitled to the public holiday allowance. In this case, you can choose to take leave yourself.

### **Illness**

If you are ill and therefore unable to work, this is called absenteeism. How we deal with absenteeism is regulated in our absenteeism policy. The absenteeism policy is also part of your temporary employment contract. This can be consulted via <https://www.jex.nl/absenteeism-policy>.

### **Short-term leave**

You are entitled to short leave if you are prevented from performing your work for a reasonable length of time, for example due to:

- unforeseen circumstances requiring immediate interruption of work;
- fulfilment of an obligation imposed by law or government, without monetary compensation, which could not be fulfilled in your free time.
- special personal circumstances.

### **Maternity leave**

If you are pregnant, we need a pregnancy statement to register your pregnancy with the Dutch Employee Insurance Agency (UWV). The UWV will pay your maternity leave.

As a woman, you are entitled to at least sixteen weeks' maternity leave. You decide in consultation with us up to how many weeks before the due date you will continue to work. The leave starts maximum six weeks and minimum four weeks before the birthing date.

### **Birth leave**

After the birth of your partner or the person whose child you acknowledge, you are entitled to birth leave for a period of four weeks after the first day of birth. How this is arranged can be found in Article 28 NBBU CLA.

**Special leave**

You are entitled to special leave in the cases specified in Article 28(3) of the NBBU CLA. How this is arranged can be found in Article 28 NBBU CLA.

**Leave for care**

You can request short-term and long-term leave from us if you need to care for people close to you who are ill or in need of help. This concerns children, partner, parents, grandparents, grandchildren, brothers and sisters, others who are part of your household or acquaintances (someone with whom you have a social relationship and of whom it is likely that you provide care). A requirement for receiving leave for care is that you are the only one who can provide the patient with care. We may ask you to prove this. During short-term leave, you get 70% of your salary. During long-term leave, you are not entitled to salary.

**Company closure**

If there is a mandatory company closure at the client, such as a mandatory holiday period ('Bouwvak') or scheduled days off, you can take leave for that period in consultation with us. If your remaining holiday balance is not sufficient, you will have to take unpaid leave. You can also inform us in writing at least 3 weeks before the company closure that you are available for another assignment during the company closure. In that case, we will try to find you a new assignment.

**Work accident**

If you have an accident at work, you are required to report this immediately to your supervisor at work and us. You should do this even if the work accident does not lead to absenteeism. This way, we can better guarantee your safety towards the client.

**Health insurance**

If you work (temporarily) in the Netherlands as a labour migrant, you are obliged to take out Dutch health insurance. In that case, we can arrange health insurance for you with HollandZorg. Do you not (yet) have health insurance and/or would you like to join HollandZorg through us? Please report this to [clientsupport@jex.nl](mailto:clientsupport@jex.nl) before you start working. More information about HollandZorg can be found at <https://www.hollandzorg.com/insured>.

**Education**

You have the possibility of education within our employment relationship. You can submit an application for education via [clientsupport@jex.nl](mailto:clientsupport@jex.nl). Together, we will then look at which education or training suits you best. On leaving our employment, we can deduct (part of) the training costs from your transition compensation if the education or training contributes to expanding your employability on the labour market.

**Whistleblower scheme**

We believe it is important that you can report (suspected) wrongdoing in a safe way, without fear of negative consequences. Based on the Dutch Whistleblower Protection Act, we have adopted a whistleblower scheme which we provide to you via [www.jex.nl/whistleblowerscheme](http://www.jex.nl/whistleblowerscheme). This scheme is intended for the reporting of (suspected) misconduct in which social interests are at stake. The whistleblower scheme is not intended for (individual) work conflicts, reporting personal complaints about work, voicing criticism of (policy) choices made by us and/or for personal gain. There must therefore be a broader public interest.