

staff guide.



randstad

human forward.

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definitions.

The terms used in this Personnel Manual have the same meaning as given in the most recent version of the CLA. This Personnel Manual also uses other terms, some of which are explained elsewhere in this manual. Examples include 'agency work employment contract' and 'secondment agreement'.

The following terms are used in this Personnel Manual:

CLA

The most recent version of the Collective Labor Agreement for Temporary Agency Workers of the Dutch General Association of Temporary Employment Agencies (ABU), unless it is clear from the context that it concerns the CLA used by the client. We always aim for this Personnel Manual to be in line with the most recent version of the CLA but we do not always succeed in doing so in time. So if the contents of the Personnel Manual are not entirely in line with the up-to-date CLA, you always have to assume the CLA.

we, us

Your employer. Formally, it concerns Randstad Uitzendbureau bv, Randstad Transport bv, Randstad RiseSmart bv as well as every other subsidiary of Randstad Nederland B.V., which concludes agency work employment contracts or secondment agreements with its employees. In some sectors of the labor market, Randstad Uitzendbureau bv operates under a separate name or trade name such as 'Randstad Bouw', 'Randstad Inhouse Services', 'Randstad Onderwijs', 'Randstad Techniek' or 'Randstad Zorg'. The confirmation of your private employment contract or secondment agreement mentions the employer who employs you.

you/employee

The person who concludes one or more agency work employment contracts or secondment agreements with us so that he can be assigned to one or more clients. To improve readability, this Personnel Manual refers to 'he', 'his' and 'him' which, of course, also refers to the female counterpart.

contact

Your contact person with us. This may be a consultant or an account specialist but also another contact. That contact will be in touch with you about all subjects in relation to your agency work employment contract(s) or secondment agreement(s) and (potential) assignments. You may be referred to other officers within the Randstad Group for certain subjects such as questions about payment and the workings of Randstad.

client

The company or institution where you are employed.

the internet portal

By this we mean My Randstad, the part of the Randstad Nederland and its subsidiaries' website that is not open to the public, to the extent that it is accessible to you. After applying for a job online or being registered, you can activate your personal My Randstad account using the link sent to you by e-mail. Your account contains your personal details, your pay slip and annual statement, the most recent version of the CLA and the Personnel Manual, confirmations of/information about your agency work employment contracts or secondment agreements, confirmations of secondments and a lot more information relevant to you. You can also claim your hours here. If we prepare the planning for the client, My Randstad also lets you indicate your availability, confirm, accept or reject calls for shifts and view your personal schedule.

on-call contract

The contract within the meaning of Section 7:628a, subsection 9 of the Dutch Civil Code. Summarizing, you have an on-call contract if:

- flexible contractual working hours have been agreed on with you, that is, no fixed hours per week, period or month* and/or;
- you are not entitled to wages if you do not effectively work through us.

* A fixed number of hours for a longer period, for instance, 13 weeks or a year may have been agreed on with you. In that case, no on-call contract is in place if salary payments are made evenly across that period. Example: you have a contract for 1456 hours per year and you are paid an average of 28 hours per week.

1. getting started.

1.1 your contract

applicable conditions

You work for us on the basis of one or more agency work employment contracts or secondment agreements. Your agency work employment contract(s) or secondment agreement(s) are subject to the following documents:

- the most recent version of the CLA
- the most recent version of this Staff Guide
- the most recent version of the supplement to the Staff Guide. Your agency work employment contract or secondment agreement sets out whether and, if so, which supplement applies to you and where you can find it
- the Terms and Conditions for Placement and Secondment signed by you during registration.

The most recent version of the Staff Guide, the supplement to it, if applicable, and the CLA are always available on the Internet portal. This is also where you can find your signed version(s) of the Terms and Conditions for Placement and Secondment.

Because the CLA and the law in particular change regularly, the documents mentioned above may not always be aligned (yet). If the documents contradict each other, the above order of precedence (from top to bottom) applies. In other words, the CLA always takes precedence over any other documents, the CLA and the Staff Guide take precedence over the Terms and Conditions for Placement and Secondment that you have signed, and so on. There is one exception to this: if a supplement to the Staff Guide applies to you, then the supplement takes precedence over the Staff Guide.

A lot of communication about your contracts/agreements and your placement or secondment is sent by email and/or via the Internet portal. You should therefore make sure that we have your most recent email address on record. We also recommend checking the Internet portal and your spam filter regularly. -mails from no-reply email addresses, unknown and/or general email addresses do tend to end up in the spam filter. If our emails end up in your spam filter, please make sure this will not happen again.

agency work employment contract or secondment agreement?

In law, every employment contract between us is referred to as an 'agency work employment contract'. It means that you (the employee) are assigned to a client by us (your employer). You will then work under the supervision and management of that client (see also Article 7:690 of the Dutch Civil Code) or the latter's client.

The agency work employment contract is a special kind of employment contract. This is regulated not only in the law but also in the CLA. There are various forms of agency work employment contracts. One such form is the traditional temporary agency relationship, which ends before any agreed end date if the assignment ends at the request of the client (known as the agency clause). All contracts we enter into with you in Phase A are subject to the temporary employment clause. The only exception is if we have agreed that you will be working on the basis of a fixed-term or permanent contract without an agency clause *and* we have confirmed this to you in writing.

In all other cases, we refer to a 'secondment agreement.' It may not necessarily end at the same time as the client stops your secondment. Needless to say, it is always possible that the end of your assignment coincides with the secondment agreement.

The law also provides for a special type of agency work employment contract: the payroll agreement. We do not conclude any payroll agreements with our employees. This Personnel Manual does not apply to payroll agreements.

formation of a contract

The agreements about the term and contents of an agency work employment contract or secondment agreement are often made verbally. We then confirm these agreements digitally. This confirmation is available on the Internet portal. You receive an email as soon as a (new) confirmation or a confirmation of a change to your agency work employment contract or secondment agreement is shown in the Internet portal. If you have, or will have, an agency work employment contract, then only the first confirmation of that agency work employment contract will be shown in the Internet portal. This confirmation contains all information relevant to you concerning the term and contents of your agency work employment contract. We confirm the renewal of that agency work employment contract by email. We mainly confirm the start and ultimate end dates of the new agency work employment contract. The substance of the contract does not change if it is renewed: the conditions as they applied to you at the end of your previous agency work employment contract also apply to your new agency work employment contract.

There is an overview of all your agency work employment contract, showing the start and ultimate end dates, in the Internet portal.

If you believe that the confirmation is not correct or complete, then please let your contact know as soon as possible, but within five days at the latest, after the confirmation has been included in the Internet portal. For the confirmation of an agency work employment contract, this is done by email, and for the confirmation of a secondment agreement, you click on the appropriate button in the Internet portal.

If you wait too long to question the contents of the confirmation, it is often no longer possible to change them. If you fail to respond within five days, we assume that the contents of the confirmation are correct. It is not possible to raise an objection to the confirmation at a later stage.

do or will you have an agency work employment contract?

In that case, we will confirm the agreements made about that agency work employment contract in the confirmation of the agency work employment contract. The agreements about your agency work employment contract are linked to a single client. That is why the confirmation of the first agency work employment contract also sets out the relevant details of that client and the conditions that apply to the (term of the) assignment with that client. The confirmation of the agency work employment contract is, therefore, also the confirmation of your flexwork assignment ('placement'), see also 1.2 getting started.

do or will you have a secondment agreement?

In that case, we will confirm the agreements made about that secondment agreement in the confirmation of the secondment agreement.

If we conclude a permanent secondment agreement, a different process applies. In that case, we will send you the secondment agreement by email and ask you to digitally sign it within 5 days.

confirmation of secondment

The confirmation of the secondment agreement only sets out the general agreements about the term and contents of your secondment agreement. If you enter into a secondment agreement, you may be working for several clients and on various assignments. The agreements and information about every individual assignment are, therefore, confirmed individually, in the 'confirmation of secondment.' This confirmation is sent to you in the same way as the confirmation of your secondment agreement.

Usually, the conditions of the secondment agreement apply to each secondment assignment. However, at times, special or deviating conditions may apply to a certain assignment, such as additional vacation days or a different payment frequency, for instance on a weekly basis instead of on a four-weekly basis. These are usually recorded in the secondment confirmation. The contents of the confirmation closely relate to the agreements we reach with the client. If you feel that the secondment confirmation is not correct or complete, you have to notify your contact by email as soon as possible. Again, this is subject to a term of no more than five days. If you fail to respond in good time, we assume that the contents of the secondment confirmation are correct.

contents of the agency work employment contract or secondment agreement

Among other things, the contract sets out agreements about the working hours, salary payment, a probationary period (if applicable) and the position you will, in principle, be holding.

working hours

The term 'working hours' refers to the number of hours for which you are employed by us. Usually, the working hours are expressed as a number of hours per week or per month. However, they may also be expressed as longer periods, such as per per month or per year. It depends on the agreements of the specific situation.

You may have fixed or flexible working hours.

fixed working hours

If you have fixed working hours, the confirmation of your agency work employment contract or secondment agreement will state a fixed number of hours, e.g. 32 hours per week or 100 hours per 4 weeks. A year may have peak periods during which this number of hours will be higher. Such a period or such periods will have been documented in the confirmation. Such a temporary increase in working hours can also be agreed on and documented at a later stage.

flexible working hours

Flexworkers and contract employees are often placed to absorb the peaks and gaps in the planning or workforce. Also, irregular hours are a common occurrence at many of our clients. Therefore, the confirmation of your agency work employment contract or secondment agreement may set out flexible working hours. For instance, it will state that the working hours will be determined by agreement or that you have minimum or maximum working hours per week or per 4 weeks.

In the case of a contract that only specifies a minimum and a maximum number of hours, you do, in principle, declare that you are available, able and prepared to work for us up to a (possibly agreed) maximum number of hours. The minimum number of hours is determined on the basis of your availability and/or the normal basic amount of work at the client(s).

We may rely on your availability between the minimum and maximum number of hours if the supply of work at our clients gives rise to it. However, we have no obligation to offer you work or to pay you wages for the hours between the minimum and maximum. If you work hours in excess of the minimum, wages will, of course, be paid for them.

If you have a contract that specifies a minimum and a maximum number of hours, you declare that you are available, willing and able to work for us up to a (possibly agreed) maximum number of hours. The minimum number of hours is determined on the basis of your availability and/or the normal basic amount of work at the client(s). We may rely on your availability between the minimum and maximum number of hours if the workload at our clients gives warrants it. However, we have no obligation to offer you work or to pay you wages for the hours between the minimum and maximum. If you work hours in excess of the minimum, you will be paid for them.

If you have a contract that only guarantees payment of wages for a minimum and a maximum number of hours, you are guaranteed an income for the minimum part of the

working hours. We will do our best to find suitable work for at least this many hours. If we fail to find work for you for at least that many hours, you are still entitled to a salary. If you have a contract that does not guarantee payment of wages for a minimum and a maximum number of hours, then you will only be paid for the hours you work, if you take paid leave or – after the waiting day – are unable to work due to illness.

If you have flexible working hours, you are on an on-call contract. Read the section about working times to find out how this affects you. If you have an on-call contract, we will make you a suitable offer for fixed working hours with wage guarantee before the 13th month of your employment.

entitlement to wages

The CLA stipulates that with effect from Phase B (Phase B – fixed-term employment contract for agency workers), you are, in principle, entitled to continued payment of wages for all contractual hours, that is, the agreed minimum number of hours. How this wage is calculated if you don't work is explained in the 'Salary' section.

During Phase A, you are only entitled to wages for the hours worked. If you don't work, you won't be paid unless you take paid leave or – after the waiting day – are unable to work due to illness. In that case, you are on an on-call agreement. You may be entitled to wages for the agreed number of (minimum) hours, also in Phase A. In that case, it will have been explicitly agreed on and documented in the confirmation of your agency work employment contract, your secondment agreement or changes to the contract or agreement.

Needless to say, you are not entitled to wages if you are not available, if you refuse suitable work, or if you are late, don't work for long enough, or fail to turn up at all without prior permission. You are also not entitled to wages if a wage sanction has been imposed on you. This may be the case if you are suspended due to inappropriate behavior or have breached the rules and procedures at our company or at the client's company.

probationary period

Probationary periods never apply to agency work employment contracts, but they may apply to secondment agreements. The confirmation of your secondment agreement states whether a probationary period has been agreed and for how long. A probationary period enables you and us to unilaterally cancel the secondment agreement with immediate effect during a limited period. If you have a secondment agreement for six months or less, then you are never subject to a probationary period.

position

The confirmation of your agency work employment contract or secondment agreement mentions a position. This is the position you will, in principle, be fulfilling and continue to fulfill via us.

However, there may be shorter or longer periods during which no or insufficient work is available for you in that position but we are still obliged to pay you wages. In that case, you have a wage guarantee and you will be expected to accept suitable alternative work within the meaning of the CLA. This includes:

- work that is in line with the work you performed before, your training and your capacities or;
- work you could perform within a reasonable term - with the aid of training, if necessary. This may be a position at the same level or (a maximum of 2 job levels) lower than the position mentioned in the confirmation of your agency work employment contract or secondment agreement. To determine if a new position is suitable, your original position is first classified in the job matrix in Annex IV of the CLA.

When finding suitable alternative work, we try to take your wishes and abilities into account to the greatest possible extent. However, because we are dependent on the supply of work from our clients, we cannot always guarantee this. You may, therefore, be performing work in another department, at another location, on different days/times and/or - if you have a secondment agreement - with another client than the one you are used to. You may also have to travel a bit further than normal. Unless stipulated otherwise in your agency work employment contract or secondment agreement or in the secondment confirmation, we assume a maximum travel distance of 50 km or 1.5 hours for a single trip. At times, however, you may be expected to travel a bit further/longer due to the nature of the job and/or the limited supply of work in the region. Or when you move home, causing your travel distance to increase.

1.2 getting started

The placement or secondment confirmation

Your contact will discuss every agency work or secondment assignment with you beforehand. We will confirm the agreements made about an assignment in the confirmation of the agency work or secondment. Examples of this include agreements regarding your salary ('effective wage'), the applicable remuneration scheme and applicable bonuses and allowances, if applicable. The confirmation also contains the relevant details of the client.

The placement or secondment confirmation is available in the Internet portal. You will be sent an email as soon as the new confirmation is posted in the Internet portal. More information on the placement or secondment confirmation is given in '1.2 Your contract.'

instructions and rules

During an assignment, you will be working under the management and supervision of the client (or its client) you work for at that time.

If the client has specific house rules in place, you will be notified by your contact and/or the client in advance. You must follow the instructions of the parties designated for that purpose by the client. Usually, this will be the manager or supervisor of the department where you work or another member of staff at the client. If the client applies specific house rules, you do, of course, have to strictly adhere to them, just like the client's own members of staff. Health, safety and hygiene rules are particularly important in that respect, for both you and your colleagues. The same applies if you work from home, partly or otherwise.

Also, always use the prescribed protective equipment and/or safety clothing. If a dress code applies at the client, for instance wearing corporate clothing or black trousers with a white shirt, you have to abide by this as well.

Even if there are no specific rules in place at the client, you are expected to observe the general safety rules and standards of decency and to treat (employees of) the client, your employer and others with respect. This also applies to statements you make on (social) media.

If you fail to abide by the instructions, procedures and rules of the client or if you otherwise misbehave, we may impose a sanction on you. Depending on the seriousness of your misconduct, the sanctions could involve a warning, suspension (normally without pay) or, in the most extreme case, dismissal.

Imputable conduct may also result in the client canceling the assignment. If you have an agency work employment contract, it also means the instant termination of that contract.

duty to provide proof of ID

During the registration and commencement of every (new) agency work employment contract or secondment agreement as well as every new secondment assignment, you must be able to prove your identity using valid proof of ID. This means a valid passport, ID card or foreign national's document, because that also lists the nationality and residence status. In addition, every employee in the Netherlands, so also you must be able to provide proof of their identity at their workplace. That means that you must always bring valid proof of ID to your work. For Dutch nationals, EU/EEA and Swiss citizens, a driving license often suffices, but some clients expect you to be able to present a passport or ID card at work for safety reasons, for instance.

Citizens from other countries may only use the following documents to as proof of identity (also in the workplace):

- a residence permit (Type I, II, III, IV, EU/EEA document, W-document);
- a passport of a country outside the EU/EEA containing a note of a residence permit;
- a refugee passport (travel document for refugees);

- a certificate of identity (travel document for foreign nationals).

*All documents must still be valid. You must therefore always check the validity of your passport or ID card and apply for a new one in good time.

Please note: the fact that you hold valid proof of ID does not, in itself, mean that you are also permitted to work in the Netherlands. For more information, please contact the Immigration and Naturalization Service (IND) on +31 (0)88 0430430 or visit the website www.ind.nl.

working abroad

The client may ask you to work outside the Netherlands. Or you may live abroad and wish to work from home. You should always notify us thereof immediately, but in any event before you actually start working abroad. We will then assess whether you are able and allowed to work abroad and whether any matters still need to be arranged.

1.3 working hours

general

Working times may vary per assignment and/or client. That's why we enter into agreement about your working times or availability for each assignment.

In some businesses/sectors, work is (also) carried out in shifts, at night, on Saturdays and/or Sundays. The reason for this may be business circumstances but it is usually dictated by the nature of the work. Examples include working in hotels and restaurants, the recreational industry, the health care industry or a production company. This usually means that, at times, you are also required to work at these irregular times or on these irregular days. Often, you are paid an allowance for this. We assume that you will be prepared to do this. If you do not want to work at certain times, on certain days or in shifts, you must let us know before the registration or - if you already work for us - before the commencement of a new agency work employment contract or secondment agreement. You cannot simply change this during a current contract.

predictable or unpredictable working times?

largely unpredictable working times/on-call agreement

We would like to provide you with as much clarity as possible in advance about your working times. However, because we are an employment agency, this is not always possible. It is therefore possible that your working times are largely variable. In that case, according to the law, your working times are largely unpredictable. This is (usually) the case, for example, if you work on the basis of an on-call agreement. As soon as we know when you will – probably – have to work, we or the client or another private employment agency (on our behalf) will call you to work one or more shifts.

If we prepare the planning for the client, you will be called up by email and/or via (the messages in) our app for every shift. Your personal schedule in the app and the Internet portal gives you an overview of the weekly calls.

availability: your reference days and times

If you largely work at variable working times, we will record in advance your (fixed) availability. These are the days and times when we can schedule you in for work, unless you are sick or on leave. You will find these under 'reference days and times' in the placement or secondment confirmation.

If we prepare the planning for the client, your reference days and times correspond to your fixed availability in our Internet portal and/or app (visible in green).

In general, we will try to take your wishes and abilities into account as much as possible, but remember, the greater your availability, the more chances you have of us finding you a job and keeping you employed. Of course, the availability we expect from you must be in reasonable proportion to the number of working hours agreed with you, insofar as possible. We do not expect you to be available 24/7, if we believe we can place you for no more than 8 hours per week. What constitutes 'reasonable' depends on the nature of the work, the businesses/institutions you can (probably) work for and the employability or re-employability options in the region. For example, do you work in health care or in a company that works in shifts? In that case, we will agree wider availability with you compared to you working in an administrative position.

If you have an agency work employment contract or secondment agreement without wage guarantee (in phase A), you are, in principle, free to change your availability. This is no longer possible if you have already specifically agreed with us that you were going to work for us and when, for how long and at what time. After all, in such cases, we and the client are counting on you to turn up. If no such specific agreements have been made, you can work for or via another employer. Please note that if you are often not available on reference days/times, we may at any given time no longer be able to help get work, or not the same type of work.

If you have an agency work employment contract or secondment agreement with wage guarantee, you cannot, of course, randomly change your availability. After all, your availability determines your employability or re-employability. If your availability is less, it will be harder, or perhaps impossible, for us to offer you work for all agreed hours. If your availability reduces to such an extent that we cannot reasonably offer you work for the agreed (minimum number of) working hours, you also lose your right to wages (for the resulting missed hours). Therefore, you must consult us in time if you want to change your reference days and times or working pattern. We may have to find other work or a different client, or adjust the agreed (minimum) number of hours.

on-call rules

If you largely work at unpredictable working times or work on the basis of an on-call agreement, special rules apply.

The basic principle is that you will be called up for work within the established reference days and times and at least 4 days in advance. In other words, you know on which day(s) and at what times you have to work at least 4 days in advance. However, for some clients and/or work, it is very difficult to let you know when exactly you have to work four days in advance. For example if you work for include delivery services or distribution centers that are dependent on online orders, the health care sector or the hospitality sector. Also, temporary agency workers and contract employees often tend to be placed for peaks and gaps in the planning, to replace someone who is off sick and other unforeseen circumstances. This means you may be called with less time to spare. However, in that case, you are not obliged to accept the work. This also applies if shortly before your shift starts, you are asked to start a bit earlier or work a bit longer than initially scheduled.

We do expect you to let us know, or the client (if they make the call), as soon as possible, whether or not you are coming. We may agree on a certain period with you within which you must respond. This may vary, depending on the client or pool. And/or that you will be sent a message, asking you to respond within a certain time. If you do not, we will assume you will not be working and we will find someone else. Needless to say, you are not entitled to any wages for those hours in such cases.

If you have been called for work, but it is canceled within four days beforehand, you are, in principle, entitled to wages for the canceled hours. This only applies if and insofar as hours are, indeed, canceled. If you can work but this requires you to travel to another location, for instance, or if we offer you other suitable work (as set out under Your contract), you may be expected to accept this, provided such alternative work falls within the working times of the call. If the alternative work starts later or ends earlier, you will be paid for the hours missed as a result of that. If the alternative work does not pay the same as the canceled hours, we will supplement your wages.

Naturally, you are not entitled to wages if you were unavailable for suitable work, if you failed to turn up or if you were unable to work for other reasons attributable to you.

Are you a backup? That does not constitute on-call working; you will be the first to be contacted if additional personnel is needed at the last minute. In that case, too, you are not obliged to come and work.

largely predictable working times

As opposed to unpredictable working times, your working times may be more predictable. For example, if during an assignment you largely work on fixed days and times or if you participate in a shiftwork roster. By 'largely' we mean that the days and times on which you have to work are known in advance for more than half of the hours agreed with you (number of working hours applicable to you). So, for example, you could be working on

fixed days, but your start and/or end times may vary. Or that you work 3 fixed days in the week and 2 variable days. In that case, only the 'fixed' hours will be stated in the placement or secondment confirmation. After all, the variable part can change. It is also possible that you usually work in a fixed work roster, but that a shift is occasionally changed or canceled or that you are deployed fewer hours during a quieter period. In that case, the working times on your placement or secondment confirmation exceed the number of working hours agreed with you. Do you largely work in shifts or a work roster? In that case - for practical reasons - not the entire work roster will be shown in your confirmation, but only a reference to the applicable roster. We or the client will tell you the exact details of this work roster.

If we prepare the planning for the client, we will refer you - for practical reasons - to your fixed availability in our Internet portal and/or app for your usual working times/work roster.

In the aforesaid situations, you largely work at predictable working times. The same applies if you largely determine your own working times. For example because you choose your own shifts (self-scheduling) or you always specify your availability for a relatively short period of time and we schedule you in within the days and hours as specified by you. Usually rules apply to ensure that you and your colleagues receive the most suitable shifts and that staffing levels are at all times sufficient to get the work done. Your client will inform you about the rules.

Even in the event of a predictable work pattern, your right to wages is not determined by the established working times/your work roster, but the number of working hours agreed with you: if you follow the rules, you can be sure that you will be paid your guaranteed hours, even at short periods of less or no work being available.

If your working times are largely predictable, the on-call rules do not apply to you. You will then, in principle, be obliged to come and work if you were called less than four days in advance. This does not mean we always wait until the last minute to tell you when you have to work. We (or the client) will, in principle, try to inform you four days in advance as to when exactly you have to work. This is not always possible, however, due to the nature of the work. In such cases, we will attempt to inform you one day (12 hours) in advance when you have to work exactly. However, even that is not always feasible in unforeseen circumstances. We will of course inform you as soon as possible. Of course, we also take into account the arrangements we have made with you about your availability.

If a call is changed or canceled, hours are not (immediately) paid out; instead, we will see if we can place you to work extra hours at another time. If we do not succeed and you do not achieve your guaranteed hours as a result of that, the missed hours will be paid after all.

standby and on-call duty

Some clients have staff on standby, also referred to as on-call duty, on-call shifts or availability shifts. The health care sector is no exception. When on standby and/or on-call duty, you may be called during your time off, often during breaks, in the evening, on the weekend and/or on public holidays. You can stay at home, go shopping and even visit your

neighbor for his birthday, but we must be able to reach you and you must be available to come into work as soon as possible, if necessary. This also applies if you have an on-call agreement. The time spent at home is not considered working time and therefore does not go towards the maximum number of hours that you have to work under the Dutch Working Hours Act. Wages are not owed for these hours. Usually, you are given an allowance for this and you are paid wages for the hours you actually work.

If you are on availability shifts or sleepover duty, for instance in health care or in the fire department, you are required to be at your workplace, even though you may not have to work. This time is considered working time, even if you are waiting or sleeping. You won't always get your full pay for this time, but you will get an allowance (or be given compensatory time off).

additional hours and overtime hours

Every now and then, if business requirements at the client so dictate, we expect you to work additional hours on top of the (maximum) hours agreed. Whether those additional hours are deemed overtime is regulated in the remuneration scheme applicable at the client. At some clients, this is determined on a day-by-day basis (e.g. the hours on top of eight hours per day, with the first half hour not being considered overtime). At other clients, it is determined on a weekly and/or quarterly basis and working more than forty hours a week is considered overtime.

If and if so which allowance you are paid for the additional hours you work is also determined by the remuneration scheme of the client. Your contact can provide you with more information on this.

timekeeping

Naturally, it is important that you are always on time. In practice, your work ethic is judged largely by being punctual.

1.4 term and termination of your contract

are you on an agency work employment contract?

Then this contract begins when you actually start work.

Your agency work employment contract will end automatically (i.e. by operation of law) on the end date* stated in the confirmation. This is usually after four weeks, unless we know in advance that your placement will end sooner, in which case a different end date is chosen. Your agency work employment contract may end sooner, for instance because the client wants to stop the placement early, because you yourself want to stop the placement, or because you get through Phase A sooner than you thought.

If you're on a agency work employment contract for four weeks or less, this does not mean that you can only work for us for four weeks at most. If the client still has enough work for you after that, if you are still available and you are able to continue to work for this client,

and we are all satisfied with the collaboration, your agency work employment contract will almost always be renewed. However, your agency work employment contract will not be renewed if work at the client ends, if you wish to stop or if you are not available or able to work for the time being after your agency work employment contract has ended, for example because you are still ill or because you have study obligations. It is important in such cases that we maintain contact with each other going forward. This will allow us to start searching for the same or different work in good time if you are willing and able to go back to work.

As mentioned above, your agency work employment contract may also end before the end date if the work nevertheless ends earlier than anticipated or the client stops the placement for other reasons.

We or the client will let you know as soon as possible. If your placement has lasted more than 26 weeks, we will try to inform you at least 10 calendar days in advance. You will be entitled to an allowance if we are unable to do so. That allowance will be equal to the effective wages you didn't get for the (remaining) term unless we can offer you suitable alternative work for this period or if the termination can be attributed to you.

Your agency work employment contract may also end prematurely because you complete Phase A before the end date or because you retire before that. In that case, the notification period does not apply.

Obviously, you can also cancel an agency work employment contract yourself. You don't have to observe any notice period. However, you do have to let us know of your intention to stop at least one working day in advance. If you know sooner that you want to stop, please let us know right away. That way, we can start looking for a replacement.

** You may have an agency work employment contract without an end date because you started before January 1, 2023 and no end date was agreed at that time. If this is the case, your agency work employment contract will run until the placement ends at your request or at the request of the client, until you complete Phase A or if your contract is terminated lawfully in a different manner.*

are you on a secondment agreement?

Then it will commence on the agreed starting date. This date is stated in the confirmation of your secondment agreement.

Secondment agreements can be concluded for a fixed term (Phase A or B) or for an open-ended period (Phase A, B or C). In both cases, your secondment agreement does not end automatically when the secondment assignment ends. If you have a fixed-term secondment agreement, it may, of course, end on the same date as your secondment assignment(s).

We are not entitled to simply terminate a secondment agreement early or otherwise, except during the probationary period or if there is an urgent cause. You, on the other hand, can, unless we expressly agree and we confirm that it is not possible. However, you do generally have to observe a notice period.

the fixed-term secondment agreement (phase A or B)

A fixed-term secondment agreement terminates by operation of law on the date when the agreed term of the secondment agreement expires.

We are, however, obliged to notify you one month beforehand at the latest whether your agreement will be renewed if you have had a secondment agreement for six months or more. If your agreement is not going to be renewed, we will let you know, usually by email. If the secondment agreement is renewed, you will find the confirmation of that new secondment agreement in the Internet portal. In that case, you will be notified by email that a new confirmation is available in the Internet portal.

We are not entitled to terminate a secondment agreement early without reason, except during the probationary period or if there is an urgent cause, for instance in the event of fraud or violence. If we are entitled to terminate the secondment agreement early, the statutory notice period applies to us. That notice period is one month, unless you have been working for us for five years or more. However, no notice period applies during the probationary period or if there is an urgent cause.

You are entitled to terminate your fixed-term secondment agreement early. If you wish to do so, you do have to observe the one-month statutory notice period. If the term of your secondment agreement is less than one month, you are not entitled to cancel it early, unless you are not paid any wages if you don't work. In that case, you are always entitled to cancel it immediately, even during the probationary period, if applicable.

The confirmation of your secondment agreement may also stipulate that the secondment agreement cannot be terminated early. If that is the case, you and we are not entitled to terminate the secondment agreement.

the permanent secondment agreement (phase A, B or C)

A permanent secondment agreement continues until we decide together ('by mutual agreement') to terminate the secondment agreement or until one of us terminates the secondment agreement through cancellation, based on giving notice to terminate, or asks the court to revoke it.

We are not entitled to simply end a secondment agreement, except during the probationary period or if we have an urgent cause. First, we will do our best to find suitable replacement work for you. We also have to observe the statutory notice period. That notice period depends on the duration of your employment:

duration of employment	notice period
< 5 years	1 month

> 5 years < 10 years	2 months
10 > years 15 < years	3 months
> 15 years	4 months

If you wish to cancel a permanent secondment agreement, you also have to observe a notice period of one month. Notice of cancellation must be issued in writing or by email.

There is more information about termination of your agency work employment contract or secondment agreement, including information on the various ways in which your agreement may be terminated and the applicable procedures and periods for lodging an appeal, at www.werkenalsuitzendkracht.nl, in Article 15 of the Collective Labor Agreement for Temporary Agency Workers of the Dutch Federation of Private Employment Agencies (ABU CLA) and in law (Title 10 Part 9 of Book 7 of the Dutch Civil Code).

Suspensive or resolute conditions

Your agency work employment contract or secondment agreement may be subject to a suspensive or resolute condition. A suspensive condition applies if your agency work employment contract or secondment agreement does not take effect until a certain condition has been met, such as the condition that you have completed a certain level of education or have submitted a certificate of good conduct. In other words, you cannot start work until you've met that condition.

A resolute condition applies if your agency work employment contract or secondment agreement ends early – automatically – if you don't meet or no longer meet certain conditions. In other words, you can start work, but have to stop early because you no longer or still don't meet a condition to be able to carry on working at the client. For instance, because you are a customer advisor at a bank and have not completed your obligatory training under the Financial Supervision Act on time, because you work in health care and your registration as an individual health care professional is expiring or because you are a truck driver but no longer have a commercial driver's license.

In all cases, you have to stop working as soon as you are no longer permitted to work in the Netherlands.

transition payment

If your agency work employment contract or secondment agreement is terminated or not renewed on our initiative, you will, in principle, qualify for a transition payment. However, if you start working for the client, another staffing agency or another employer, you will not qualify for a transition payment. This also applies if you are no longer available for other work. In other words, whether or not you receive this payment depends on how your employment with us ended and whether you made yourself available for work after that.

If your previous employer has paid you a transition payment, we would like to know. We can request or verify this information with your previous employer(s) directly, if necessary.

unemployed

If your agency work employment contract or secondment agreement ends but you are still willing, available and able to work, together we will explore the options for you to continue working through us. It may be that no options are available (immediately). In that case, you will be unemployed. Remember to apply for unemployment benefits in good time in such cases. You can find more information on the [social security authorities website](#).

Among other things, the extent of the benefits depend on the duration of your employment and how much you have earned.

non-competition clause

A staffing organization is not permitted to stop you from taking up employment with its clients. That is why your agency work employment contract or secondment agreement does not include a non-competition clause.

2. salary.

2.1 salary when you work

general

As an employer, we are required to deduct and pay taxes and social insurance premiums from the salary payments. If you start working for us, you also have to complete an income tax declaration. You can state on tax return whether we must take account of the income tax and social insurance contributions credit when determining the income tax. Without a completed payroll tax declaration, we cannot apply a payroll tax allowance.

NB: The income tax and social insurance contributions credit can be applied by only one employer at any one time. If you also work for another employer or if you are also on social benefits, we recommend asking the employer or the benefits agency where you earn most to apply the income tax and social insurance contributions credit.

The confirmation of placement or secondment always states your salary, i.e. effective wages, during the assignment, which remuneration scheme applies and how you have been graded under this scheme. The wages you earn may differ from assignment to assignment, even if you have a secondment agreement that stipulates a certain minimum wage. Agreements about this have been reached in the CLA.

hirer's remuneration

If you are in work, you receive a hirer's remuneration. This may be different only if you are part of the so-called allocation group. More information about that is given later on.

Application of the hirer's remuneration means that for every assignment, you are paid the same salary as an employee employed by that client who does (near enough) the same work. This is reassessed for every new assignment.

Apart from the salary (your 'effective wage'), this also applies to the following, provided you meet the applicable conditions:

- allowances, such as allowances for overtime, irregular working times, shift work and/or public holidays;
- expenses allowances (if you incur costs for the performance of your work);
- The general and regular salary increases;
- Any days off in lieu of the shorter working week/reduction of working hours: we compensate these in cash, unless otherwise agreed with you and we have confirmed this;
- allowance for travel hours or travel time, linked to the work (unless those hours are normally paid out as hours worked)
- The homeworking allowance

- One-off payments
- The fixed year-end bonus/13th month (this is an annual recurring payment that does not depend on your performance or the operating profit)

The remuneration scheme (often a CLA) that applies at the client is stated on the (first) confirmation of placement or secondment.

We depend largely on our clients for our information on hirer's remuneration. We ask the client for this information and all other information required, such as the scale that corresponds to the position you will hold at the client, before the start of your placement or secondment. If you suspect that something is not quite right, then don't hesitate to voice your concerns. If necessary, we can enquire with the client on your behalf.

If your work cannot be categorized in the job structure of the client or if you already have a secondment agreement before you effectively get started, we, you and the client - if any - will find out what a reasonable salary is with a view to the required capacities, responsibilities, experience and level of education.

remuneration during a new assignment

working in phase A or B?

If you start working for a new client or if you are going to be doing different work, your wages will be reassessed based on the applicable hirer's remuneration. Your wages may be higher or lower than the wages you earned during your previous assignment. This also applies if you still have a current secondment agreement. However, your previous work experience will be taken into account if that experience is relevant for your job. If you've been away for a while and come back to (virtually) the same position with the same client (or with another client that is subject to the same CLA), you don't have to worry about having to start at the very bottom of the ladder again. The only exception to this is if your job has changed substantially in the meantime, rendering your experience in that particular job not longer relevant.

If your secondment agreement includes a contract salary, then you always are paid at least that salary if you have work, even if the salary at the client is lower. Any salary increases under the ABU CLA or the hirer's remuneration don't apply to the contract salary. They only apply to the salary you earn during an assignment.

working in phase C?

In that case, too, your wages will be determined again for a new assignment, based on the applicable hirer's remuneration. However, a lower limit then applies.

During a new assignment in phase C (open-ended labor contract for agency workers), you always earn at least 90% of the effective wages you earned during your previous assignment and at least 85% of the highest effective wage you earned in phase C.

cla remuneration

If the authorities believe you have poor job prospects or if you do not have a starting qualification yet which you will be obtaining through us, you are part of the so-called allocation group. You have poor job prospects if you have been unemployed for a long time, for instance, or if you are occupationally disabled. In that case, your effective wage may be determined based on the Collective Labor Agreement for Temporary Agency Workers of the Dutch General Association of Temporary Employment Agencies (ABU). If so, it is mentioned in the placement or secondment confirmation. This CLA remuneration can be applied for a maximum of 52 weeks or - if you have to obtain a starting qualification and you have not succeeded in doing so within those 52 weeks - a maximum of 104 weeks. The CLA remuneration has 6 job groups. A job group is determined based on the job matrix in Annex IV of the CLA. Your job group is mentioned in the placement or secondment confirmation. The wages we agree on with you must be at least the same as the starting salary of the job group you are assigned to. After 26 weeks worked, you are entitled to a periodic increase under the CLA remuneration. The CLA remuneration only determines your effective wages and general or periodic salary increases, if any. All the rest (allowances, ADV and expense allowances, if any) is subject to the hirer's remuneration.

You can find more information concerning the CLA remuneration in the CLA.

If the CLA remuneration applies, the effective wages for a new assignment in phases A and B during a current secondment agreement are at least equal to the wages you earned for the previous assignment.

2.2 salary during illness

are you on an agency work employment contract?

If you are unable to work due to illness, you will be entitled to continued payment of your salary for as long as you are ill and your agency work employment contract continues. This means until the agreed end date or until the agency work employment contract has ended in a lawful manner (prematurely). You will then receive 90% of the wages you would have been paid if you had not been ill. However, the first day of illness is a 'waiting day', for which you do not receive wage.

It is not always entirely clear whether you would have had to work if you had not been ill. If it is clear, it may still be hard to establish how many hours you would have worked. The CLA therefore determines that the average number of paid hours over the past 13 weeks must be assumed if no working hours or no unambiguous working hours were agreed with you or if you worked more on a structural basis over the past 13 weeks. If you have not been working for us for 13 weeks yet, we will make a reasonable estimate of the number of hours you would have worked.

If you reach state pension age and fall ill after that, then you are entitled to continued payments of wages during illness for six weeks at most.

If you are ill as a result of pregnancy or childbirth, or if you are covered by the safety net Sickness Benefits Act for other reasons such as because you received WIA benefits previously? If so, you will receive Sickness benefits from the social security authorities. The social security authorities are responsible for supervision therefore. More information can be found on the website of the social security authorities. [Click here for more details.](#)

are you on a secondment agreement? (a contract with a fixed end date)

If you cannot work due to illness, you are entitled to continued payment of wages as long as you are sick and your secondment contract is still in effect. That is, until the agreed end date or until the secondment contract is legally terminated (prematurely), for example, because you have retired or left your employment yourself. You will receive 90% of the salary you would have received if you had not been sick. However, the first day of illness counts as a "waiting day," over which there is no right to wages.

It is not always entirely clear whether you would have worked if you had not been sick. If that is clear, it is sometimes difficult to determine how many hours you would have worked. That is why the collective labor agreement stipulates that the average number of hours worked in the past 13 weeks is used as the basis, if no or no clear labor scope has been agreed with you or if you have structurally worked more in the past 13 weeks. If you have not yet worked for us for 13 weeks, we will make a reasonable estimate of the number of hours you would have worked.

If you are still sick after one year and your secondment contract has not ended by then, you will receive 80% of your wages. After 2 years, you will no longer be paid sick pay. If you have reached the AOW retirement age and then become ill, you are entitled to sick pay for a maximum of 6 weeks.

long-term incapacity for work

If you remain incapacitated for work for a long time (more than 104 weeks), you may be eligible for benefits pursuant to the Work and Income (Capacity for Work) Act (WIA). If it is established that you are fully and permanently incapacitated for work, you may be eligible for benefits pursuant to the Full Invalidity Benefit Regulations (IVA). If partial incapacity for work is established, you may be eligible for benefits pursuant to the Resumption of Work (Partially Disabled Persons) Regulations (WGA). In that case, you must be more than 35% incapacitated for work. The social security authorities are responsible for assessing your incapacity for work and possible payment of your WIA benefits. The premium for the WGA can change annually. Half of this premium is paid by us and half is paid by you. Your contribution will be deducted from your net salary.

leaving employment while ill

If you are still sick at the end of the agency work employment contract or secondment agreement in Phase A, you will receive a benefit – provided you satisfy all conditions – in accordance with the Sickness Benefits Act and a supplement of up to 90% in the first year,

and 80% in the second year, of your daily wage used as a base for determining benefits. We pay most of this supplement, but you also pay towards it. The percentages that we withhold from your wages are set out in the ABU CLA.

We pay you the sickness benefits and the supplement. In total, you will be paid up to 104 weeks of sick pay, which includes the weeks during which we paid you while you were ill and working for us. You can find about sickness benefits [here](#).

The Sickness Benefits Act also stipulates two waiting days. You won't be paid out for these days, but if you already had one waiting day prior to leaving service while ill, we will deduct one day.

Take into account that you may have to wait longer for the first payment of your benefit than you are accustomed to, approximately 4 weeks.

If you as a flexworker fell ill before 1 January 2023, if you are ill as a result of pregnancy or childbirth, or if you are covered by the safety net Sickness Benefits Act for other reasons such as because you received WIA benefits previously, you will receive your benefit from the social security authorities. More information can be found on the website of the social security authorities. [Click here for more details](#).

** If you were on secondment then you will only get a supplement to your sickness benefits if you left service while ill on or after July 1, 2023.*

2.3 salary when you do not work

are you on an agency work employment contract?

If your flexwork assignment ends, your agency work employment contract and your right to continued payment of wages also end. In that case, you can apply for unemployment benefits from the UWV. If you are still available, we will try and find a new assignment for you.

If your agency work employment contract is still in place and you have a wage guarantee but there is no (more) work for all (minimum) number of hours agreed on with you, we will, pay the hours not worked at 100% of your most recent effective wages.

are you on a secondment agreement?

If the secondment agreement is still in place but all or part of the secondment agreement has ended, we will look for suitable alternative work.

During phase A you are, in principle, not entitled to wages, unless stipulated otherwise in the confirmation of your secondment agreement. You can still apply for unemployment benefits.

In phases B and C, you will have a wage guarantee. As long as we have not found other suitable work for you, you will receive the same wages as the effective wages you earned during your last assignment. The same applies if you have a wage guarantee in phase A.

What we expect of you

Whether you have an agency work employment contract or a secondment agreement, a wage guarantee comes with obligations. For instance, we must be able to contact you by telephone in the event we find (possibly) suitable other work for you. If necessary, we will make further arrangements about this with you. We also expect you to be prepared and available to perform other suitable work. This may be other work, in a different department or location, further away from home and/or on other days and at other times than you are used to. If you have a secondment agreement with wage guarantee, you can also be expected to work for other clients. The agreement tells you more about what we believe to be suitable work.

Naturally, when we look for other work, we will take your wishes and capacities into account as much as possible, but we cannot make guarantees in that respect. After all, we depend on the work offered by our clients.

If you fail to comply with your obligations, this may lead to sanctions. This may jeopardize your right to wages, and may even affect your continued employment with us.

2.4 Salary - other

holiday allowance

You are entitled to an 8.33% vacation allowance on your effective wages for hours worked, vacation hours, public holidays, hours of illness, downtime hours and compensatory hours. The allowance is therefore not calculated based on overtime or allowances.

The reserved holiday allowance will be paid out automatically in the week of 1 June of each year. If you stop working before this date, you will automatically receive your holiday allowance with the final settlement. We are required to deduct income tax and social insurance premiums on payment of the holiday allowance. These deductions are shown on the pay slip.

debts/budget planning/attachment of earnings

If you have financial problems, you may find it hard to think clearly and as such, your work may be affected. Sometimes, even, problems are so serious, your earnings are attached. It is, therefore, important to prevent or tackle problems.

debts

Debts arise when you take out a loan. Being overdrawn or using a credit card are also forms of a debt. There are numerous situations that may lead to debts. For instance, if for a longer period, your fixed charges are high in relation to what you earn. Or if you have enough money to get by but you fail because you spend too much. If you have taken out credit that you cannot, in reality, pay back. Or if your income drops or you lose your job and the charges remain the same. Unforeseen expenses such as after a divorce or if you move into your own home can also play a role. So do a gambling addiction or drug problems.

attachment of earnings

Sometimes, you do not receive your full net wages because of an attachment of earnings. If your earnings are attached, you will be notified by e-mail by the party levying the attachment and by us. If you have any questions about the attachment of earnings, please contact the party levying the attachment.

Financial problems are persistent and it is often hard to find a way out by yourself. You can visit www.zelfjeschuldenregelen.nl to find out what you could do.

assistance

If any of these situations sound familiar to you and you need assistance, click on the following links of the National Institute for Family Finance Information (Nibud) or contact the debt counseling department of the local authorities.

<https://www.nibud.nl/consumenten/vuistregels-check-plan-spaar>

<https://www.zelfjeschuldenregelen.nl>

3. the internet portal: my randstad.

my randstad

My Randstad is the section of our website that is not open to the public. My Randstad has various tabs, under which you can view, change and submit your details and important documents. The documents shown in My Randstad can be downloaded and printed for personal use.

overview

Your details should always be up to date. The more complete your profile, the higher you will appear in the rankings when we look for suitable candidates for our vacancies in our system.

looking for work

my tests

This page shows you the tests you have taken.

job alert

For a targeted search in many thousands of vacancies and instant applications for every job that is a match.

my work

enter hours

This is where you can submit your hours worked and/or leave hours.

health matters

You call in sick and notify us of your recovery via this page. This is also where you can find your sick leave history.

money affairs

Here you can see which amounts have been transferred to you and when this was done. This is also where you will find your payslips and annual statements.

agreements

On this page you can find the conditions for placement and secondment signed by you, the confirmation(s) of your placement and/or secondment agreements and – if you are seconded – the confirmations of secondment. But also for example information about the clients where you work and have worked, your wage and expense allowances and any changes thereto.

my details

On this page, you can supplement or change your details.

4. holiday and leave.

4.1 holiday and public holidays

accruing holidays

You accrue holidays for every hour worked. The basic principle of the CLA is that you accrue 25 holidays for every full year worked. No holiday hours are accrued for overtime.

Holiday workers accrue fewer holidays: if they were to work a full year, they would accrue 20 days. This does not happen in practice, because after all, holiday workers only work during the holiday periods of their school or another educational institution.

are you on an agency work employment contract?

In that case, we will reserve a certain percentage of your effective wages for the accrual of your holiday rights. This percentage may differ from year to year. The current percentage is given in the prevailing Collective Labor Agreement for Temporary Agency Workers of the Dutch General Association of Temporary Employment Agencies (ABU). This money is set aside for you until you go on holiday.

are you on a secondment agreement?

If you work 40 hours a week, you build up 200 holiday hours per year (25 holidays of 8 hours each). If you work less than 40 hours, your holiday is accrued proportionally. If you work part-time, for instance, 24 hours a week, you will accrue 120 holiday hours.

taking holiday

In principle, you can only take a holiday if you have accrued sufficient holiday rights (in time or money). If you want to take a holiday, you have to fill in the time sheet, indicating the number of hours you would have worked if you had not taken a holiday (overtime not included). So if you work 7.5 hours per day for a particular client, you must take 7.5 holiday hours for a day off. Or less, if your holiday balance is not sufficient. You need the prior consent of your contact to take an accrued holiday. Your contact will then discuss your request with the client you are working for at that time. The sooner you make your request, the greater the chance that it will be granted. You can go on holiday for a maximum of three consecutive weeks, unless personal circumstances dictate a longer period. You do have to bear in mind that you will not usually be able to take any holiday during the first few weeks or months of an assignment, unless this has been coordinated before starting the assignment.

mandatory holidays

Some clients have a mandatory holiday period such as the building industry holiday, mandatory days off or temporary company closures, for example, between Christmas and New Year's Day. There may also be days that the client recognizes as public holidays, but that the Collective Labor Agreement for Temporary Agency Workers of the Dutch General Association of Temporary Employment Agencies (ABU) does not. If you have a wage guarantee, you may be expected to take a holiday. Naturally, we will tell you in time of such a mandatory day or period off. Would you prefer to save up your paid holiday for a later date? No problem! Just take unpaid leave.

wages during your holiday

In principle, you receive the same wages during your holiday as when you would not have been on holiday. In other words, it depends on if, where and when you would have worked. It is not always possible to check this exactly, however. For instance, if during an assignment, you regularly work on special days/hours for which an allowance applies, chances are that you would have been paid an irregular hours allowance. However, often, it is unclear what exactly you would have received. In such cases, we assume an average.

settlement of holidays

After your employment has ended, the remaining holidays or - in the case of an agency work employment contract - the remainder of your holiday reservation and unpaid holiday allowance are paid out. If you prove to have used more holiday days than you had accrued, we settle this with any amounts still due to you on the basis of the agreement. If you still owe us, for instance, an amount that needs to be paid (back) in connection with training you completed or excess payment of wages, this may also be settled at the same time. If there is any balance left, you will have to make a subsequent payment. If you are unable to make a lump-sum payment, we can arrange a payment plan.

holiday allowance:

You accrue an 8.33% holiday allowance of the effective wages you earn when you work, go on holiday, are off sick or take compensation hours. Do you have a wage guarantee? In that case, you will also accrue a holiday allowance for the hours you did not work but for which you are entitled to wages.

public holidays

Apart from holidays, you are entitled to continued payment of your effective wages on recognized public holidays within the meaning of the Collective Labor Agreement for Temporary Agency Workers of the Dutch General Association of Temporary Employment Agencies (ABU). Naturally, this only applies if you would have normally worked but you are not working on this particular day because it is a public holiday. If it is unclear if you would have normally worked, we look at the past: if the public holiday coincides with a Monday, for instance, and you worked on a Monday 7 or more times during the past 13 weeks, we

assume you would have worked on that day. If you have not worked 13 weeks yet, we make this assumption if you worked on a Monday during more than half of the weeks worked.

You are paid the number of hours you would have worked if it had not been a public holiday. If that is not clear either, we will assume an average.

The following days are recognized public holidays within the meaning of the CLA, insofar as they do not coincide with a Saturday or Sunday:

- New Year's Day
- Easter Monday
- King's Day (or an alternative day)
- Liberation Day, once every 5 years
- Ascension Day
- Whit Monday
- Christmas Day and Boxing Day

If work takes place as normal on these days at the client you work for at that time, you are in principle also required to work. In that case, you can take a vacation day, but this will be deducted from the days accrued as leave. You often get an allowance for working on a public holiday, provided the client you work for also designates that day as a public holiday.

If the company you work for is closed on a day that is not a recognized public holiday under the CLA, such as Good Friday, this day is not paid as a public holiday.

If you have a wage guarantee, you have to take a holiday on that day. Would you prefer not to? Just take unpaid leave.

Holiday workers are not entitled to wages if they cannot work on a public holiday.

4.2 leave

short-term leave, special leave and birth leave

You can take short-term leave if there is an emergency or a special personal circumstance that requires you to go home there and then or to start a bit later. This may be the case when a pipe has burst in your home or you need to see a doctor, therapist or dentist and are unable to do so outside working hours.

You can also take special leave for special events, such as your wedding or the funeral of a family member, or if your partner gives birth (birth leave). These situations and the associated right to leave are detailed in Article 28 of the CLA. If you want to take short-term leave or special leave, please notify us and the client as early as possible.

are you on an agency work employment contract?

In that case, we will reserve a certain percentage of your effective wages, for short-term leave and special leave. This percentage can be found in the CLA. You can only take short-term leave or special leave if you have saved enough money in your kitty. If you have not, you are entitled to unpaid leave for the (remaining) hours. If you take birth leave and there is not enough money in your kitty, we will top it up. If you still have money in your kitty at the end of your (last) agency work employment contract, this will be paid out to you.

are you on a secondment agreement?

If you take short-term leave, special leave or birth leave, you are entitled to your effective wages for the hours used. But because no money is saved for you, you will not receive any compensation at the end of your employment if you never had to take short-term leave, special leave or birth leave.

Holiday workers are not entitled to an allowance for short-term leave and/or special leave.

short-term care leave

Unless compelling business interests dictate otherwise, you are entitled to short-term care leave. We follow the statutory regulation in that respect. Every year, it amounts to no more than twice the agreed working hours per week. If we have agreed on working hours per four weeks with you, we will assume the average per week. The leave may only be taken if and for as long as this is necessary, i.e. for as long as care is absolutely necessary and no-one else is able to do it. You have to be able to prove the need for your leave later, for instance by submitting an invoice from the GP or a declaration from the childcare center. Partial payment of the salary (70%) continues during this leave. If you wish to take short-term care leave, please let us and the client know as soon as possible.

long-term care leave

Unless compelling business interests dictate otherwise, you are entitled to long-term care leave. We follow the statutory regulation in that respect as well. Long-term care leave is unpaid leave. The request for leave must be submitted in writing at least two weeks in advance. The request must state the commencement date, the duration of the leave and the number of leave hours.

pregnancy and maternity leave

Women are entitled to at least 16 weeks of leave for pregnancy and childbirth. You decide by agreement with your contact and the client how long you will continue working before your due date. The leave starts at least four weeks and no more than six weeks before the due date. The remainder of the 16 weeks (so a minimum of 10 and a maximum of 12 weeks) are granted as maternity leave after childbirth. Some of these weeks may be taken across a period of 30 weeks. If the baby is born later than the due date, the maternity leave

is extended by the period between the due date and the actual delivery date. If the baby is born earlier, you simply retain the right to the full 16 weeks of leave.

More information can be found at

www.rijksoverheid.nl/onderwerpen/zwangerschapsverlof-en-bevallingsverlof.

During pregnancy and maternity leave, you will receive benefits amounting to 100% of the daily wage. We will continue to pay you for as long as you are employed by us.

birth leave

If your partner has just given birth to your child, you can take paid birth leave during the first 4 weeks after childbirth. You can take no more than the (average) weekly working hours agreed on with you.

additional birth leave

If you have taken the standard birth leave after the birth of your baby, you may also take additional birth leave after that. This leave is capped at five times the agreed working hours per week and you have to take it within six months of the date of the birth. You can request extra birth leave from your RGN contact (preferably) four weeks before it starts. You will then be paid 70% of the wage.

adoption/foster care leave

If you adopt a child or take a foster child into your family, you are entitled to a maximum of 6 weeks of adoption/foster care leave. As with pregnancy leave, you are entitled to 100% of the daily wage during the leave period. You must request the leave in writing at least 3 weeks in advance.

parental leave (paid and unpaid)

If you are the (adoptive/foster) parent or carer of a child under the age of 8 (and you reside at the same address), you can claim unpaid parental leave.

This parental leave consists of 9 times your (average number of) working hours per week of paid leave and 17 times your number of working hours per week of unpaid leave.

You can only take paid parental leave during the child's first year of life or, if you are an adoptive or foster parent, during the first year after the actual adoption or placement, provided the child is still under 8. During paid parental leave, you are paid 70% of your salary.

You can request parental leave (at least) 2 months in advance in writing through your contact person.

For all types of leave, you must notify us and the client of your intentions to take leave, as soon as possible in advance. This will help us to find a replacement for you, if necessary.

More information about the statutory types of leave can be found in the Work and Care Act and at www.rijksoverheid.nl and www.uvw.nl. Information about holidays, other leave and public holidays can be found at www.werkenalsuitzendkracht.nl.

5. working safely.

5.1 working safely

Everyone is entitled to a safe workplace and good working conditions. In terms of safety, flexworkers have the same rights and obligations as corporate employees.

The client you will be working for has to make sure that the workplace is safe and working conditions are good. He also has to ensure that we are aware of the relevant information, enabling us to instruct you to the best possible extent.

Before you start working, you will be informed of the health and safety risks in your workplace. You will also be given information about the safety measures and guidelines in force at your client. This information is usually given in a working conditions document or the 'working for' booklet. This information can usually be found in the Internet portal. We will make sure you are well informed about the company you will be working for and your workplace.

It is the client's responsibility to minimize the possibility of damage during the performance of the work.

However, you too have a responsibility: make sure you always closely follow the guidelines and instructions issued by the client in terms of health and safety at work. Examples include safety instructions such as the obligation to use personal protective equipment or a smoking ban (fire hazard!) but also instructions in the field of hygiene (washing your hands, wearing a hairnet) or the performance and organization of the work (posture, rest times, VDU use).

personal protective equipment

At some point, you may need personal protective equipment (PPE), such as safety clothing, safety shoes, hearing or eye protection or a helmet, i.e. personal protective equipment (PPE). During the briefing on the risks, your contact will tell you if this applies to your job too. The company you will be working for has to provide the PPE and instruct you about how to use it. In some cases, we will provide PPE. However, the client you will be working for remains responsible. Please note that you are obliged to wear or use the PPE provided and to observe the instructions for use accompanying the PPE if applicable.

preventive surgery company doctor

You are entitled to make an appointment with the company doctor's surgery. This is known as a 'working conditions consultation' or 'preventive consultation.' If you would prefer that we are not informed of this, then you can make an appointment yourself via medischsecretariaat@dearbodienst.nl. The company doctor is under an obligation to be impartial and is subject to doctor-patient confidentiality. We have no access to confidential medical records held by the company doctor. If you disagree with the advice of the company doctor or the actions of Health@Work, you can request a second opinion via the UWV.

6. reporting sickness and recovery.

6.1 calling in sick

calling in sick

You report sick in the internet portal. You do this as soon as you are sure that you are too ill to come to work on the agreed day and time. For example, you fall ill on Tuesday and are scheduled to work on Wednesday, but are sure that you won't be able to because of your illness. In that case, report sick on Tuesday. The sooner we know that you are ill, the sooner we can arrange a replacement. Please note: in the internet portal enter the date on which you should have worked (Wednesday in this case) as the first day of illness!

You must also call in sick by telephone with the client(s) you are working for at that time, unless we have made other arrangements about this at the start of the assignment(s).

If you are genuinely unable to report sick via the internet portal, please contact your regular contact.

If you fall ill in the course of a working day, report this immediately in the internet portal and to the client. This also applies if you have to work in the evening, night or weekend.

If you stay at a different address from your home address while you are ill, notify us of this address directly during your first contact by telephone after calling in sick online. If this address changes whilst you are off sick, you have to notify your contact accordingly.

6.2 supervision during illness

do you still have an agency work employment contract or secondment agreement?

If you become ill, your contact person will contact you by phone as soon as possible. However, there is an exception for reporting sick on Saturday and Sunday. In that case, you will be called on Monday. Together you will make arrangements about your work, your supervision and your recovery. Make sure you can be reached by phone until your contact person has called you.

If you have not recovered after a week, our absence department health@work will contact you to discuss your absence further. You also remain in contact with your contact person.

After the first telephone contact, you can be reached by telephone for follow-up contact at the agreed times or come to the agreed time(s) and place(s). This applies to appointments with your contact person and to appointments with your health@work consultant.

It is also possible that you are called for a consultation (by telephone or otherwise) with an Occupational Health & Safety Service. This call is mandatory.

If you have any questions about this, please contact your regular contact.

do you no longer have an agency work employment contract or secondment agreement?

If you become ill on the last day of your temporary employment or secondment contract, or if you are still ill on the last day of your contract, the contract will end and you may be entitled to benefits under the Sickness Benefits Act from UWV.

We are self-insurers for the purpose of the Sickness Benefits Act, with the exception of Randstad RiseSmart. This means that, together with our health@work department, we arrange for payment of your sickness benefits and – if you left work sick during Phase A – supervision during illness. Health@work will contact you as soon as possible to check how you are doing and to make arrangements concerning your recovery. So you must make sure that you can be contacted easily by telephone.

If you fell ill before 1 January 2023, if you are ill as a result of pregnancy or childbirth, or if you are covered by the safety net Sickness Benefits Act for other reasons such as because you received WIA (no risk) benefits previously? If so, you will receive Sickness benefits from the social security authorities. The social security authorities are responsible for supervision therefore. More information can be found on the website of the social security authorities. [Click here for more details.](#)

Have you (almost) recovered? Contact us so that you can get back to work as soon as possible.

6.3 compliance with regulations

do you still have an agency work employment contract or secondment agreement?

If you fall ill and you are therefore unable to work, you will have the following rights:

1. you are entitled to absence management
2. you have the right to a second opinion when you disagree with the (occupational health physician)

3. you are entitled to 90% of your wage after 1 waiting day. This is 80% in the 2nd year of illness.

In addition to these rights there are also obligations:

1. you must do everything you can to speed up your recovery
2. you take on an active and positive attitude and you cooperate with your contact and with health@work to structure your reintegration
3. you are available by telephone for your contact person and to health@work and our partners Flexservices after you report sick and thereafter at the agreed time(s) and keep physical appointments with your contact person or your health@work advisor
4. you answer a call to appear at the office hours of the company doctor/be available for a telephone consultation by the company doctor (practical support person) and cooperate in drawing up the plan of approach for your reintegration.
5. you will cooperate in resuming part of your own work, or performing modified or suitable work if there are possibilities for this, and you will keep to the agreements from the action plan.

Failure to comply with these regulations will have consequences for the continued payment of your salary. Keep in mind that we will then suspend your wages (not pay them temporarily) or fully stop paying them.

If we paid excessive wages through your fault or actions, for example because it has become clear that you reported sick wrongly or you could already have resumed your work, this amount will be claimed back or set off against future payments.

If you have any questions about the regulations during illness, please contact your contact.

Do you no longer have an agency work employment contract or secondment agreement?

If you leave employment while ill, you qualify for sickness benefits if you meet all the conditions and we'll pay you a supplement if you left work sick during Phase A, but this does mean you will be subject to obligations. We implement the Sickness Benefits Act for the social security authorities. Health@work, our partner De Arbodienst or our partner Flexservices, therefore checks whether you comply with these obligations. If you fail to comply, your benefits will be temporarily reduced or not paid at all and you may have to pay a fine. If you have been given too much in benefits, you will have to refund us for the excess. All information about your rights and obligations when you receive sickness benefits are set out in our sickness absence rules, which we will give you if you leave service while ill. The Employee Insurance Agency [site](#) also has information on the subject.

6.4 illness during holidays

do you still have an agency work employment contract or a secondment agreement?

If you fall ill while on vacation, you must report this via the Internet portal as soon as possible. When you do, you also have to give the telephone number on which you can be contacted and during the first call with your contact, you have to explain you are on vacation. Your vacation address will then apply as the address where you are being treated. You discuss with your contact whether you should consult a doctor and request a medical certificate about the nature and duration of your illness. You are required to bring this medical certificate (in Dutch or English) to the Occupational Health and Safety Service when you return to the Netherlands.

If you fall ill while on vacation, wages will be paid after the applicable waiting day(s) (90% during the first year of illness, 80% during the second year of illness). In other words, these days do not count as vacation days.

during illness on vacation

Are you sick (for a long time) and would like to go on vacation? Discuss your vacation plans with your contact person and with health@work. If necessary, the occupational health and safety service can be asked whether your planned vacation might be detrimental to your recovery and/or reintegration. Your vacation request may be refused on medical grounds.

If you have any questions about this, please contact your regular contact.

6.5 reporting recovery

are you on an agency work employment contract?

On the day of recovery, you have to report your recovery via our Internet portal before 10 am. You then call your contact to find out if you can resume your duties with the client you worked for most recently. If this is not possible, your agency work employment contract will end and we will search for other work together with you.

are you on a secondment agreement?

On the day of recovery, you have to report your recovery via the Internet portal before 10 am. You then call your contact to find out if you can resume your duties with the client you worked for most recently. If this is not possible, we will search for other work together with you.

In all cases: already contact your contact if you have almost recovered. There is a good chance that you will be able to get back to work sooner.

If you have any questions about reporting your recovery, please contact your contact.

6.6 leaving employment while being ill

You will leave employment while still ill if your agency work employment contract or secondment agreement ends and you are still ill. Provided you meet all relevant conditions and the waiting day(s) applicable to you have passed, you will qualify for (additional) sickness benefits. Benefits when you leave service while ill are paid out for a maximum of 104 weeks. The period during which you received wages from us (while your agency work employment contract or secondment agreement was still in effect) will be deducted from this. If you are on social benefits when you leave employment while ill, then you are entitled to sickness benefits for six weeks at most.

We are self-insured for the Sickness Benefits Act. This means that we take care of the payment of your benefit under the Sickness Benefits Act (and any supplement thereto) and the supervision during illness.

If you are entitled to a Sickness Benefits Act benefit, you will receive a letter from us. This letter contains information about the starting date of your benefit, your daily wage, any supplement to your benefit and what you can do if you disagree.

daily wage

The amount of benefit you receive is calculated in accordance with legal rules. Under the Sickness Act, you receive a benefit of 70% of your daily wage. The main rule of the daily wage is calculated on the basis of the SV wage (SV = social insurance) and any sick pay you received from us in the year (reference period) before you became ill or - if you have not yet been employed for a year - that shorter period.

Your SV wage is mentioned on your pay slip. This is the wage on which you have paid taxes and social security premiums. Salary savings, pension contributions and expense allowances are not taken into account. Vacation pay is taken into account in the calculation of the daily wage. The SV wage is divided by 261 days or so many fewer days you have been employed for. The result is the daily wage.

If you were a staffing employee during your first year of illness, we will supplement your benefit by up to 90% of the calculated daily wage. During the second year of illness, we will supplement your benefit by up to 80% of the calculated daily wage. As of July 1, 2023, this also applies to contract employees who left service while ill during Phase A on or after this date.

working during your sickness benefit?

Would you like to work (partially) for another employer or through another employment agency during your sickness benefit? You may! Tell health@work immediately. [Health@work](mailto:health@work) can then advise you whether the work is suitable for you. It will then immediately take into

account that you are working. Your benefit will not be paid until we know the salary details from your other work. This is because part of this income must be deducted from your benefit. This prevents you from receiving too much benefit and having to pay it back later.

Take into account that you may have to wait longer for the first payment of your benefit, i.e. approximately four weeks. After that, you will be paid weekly.

Safety Net Sickness Benefits (Vangnet-ZW)

If you are sick as a result of pregnancy or childbirth, or fall under the safety net Sickness Benefits Act for other reasons, such as because you previously had WIA benefits, you will receive your benefits from the UWV. More information can be found on the website of the social security authorities. Click [here](#) for more details.

Please contact your regular contact if you have questions about what happens when you leave employment while ill.

7. training and development.

7.1 training and development

You learn something new every day. You no longer learn just in the classroom but also on the job, from colleagues and online.

We offer a wide range of training options. The offering includes both training required for your job and training that helps you in your development. Studies have shown that you increase your chances on the labor market if you continue your personal development and continue to learn.

Your contact can give you advice about your training options and which training ties in with your situation and wishes. It is also possible that we ask you to do a (mandatory) course, training, or further training in connection with your position or assignment.

For every training, agreements are made regarding the costs involved. For some training, a personal financial contribution is payable and/or a repayment scheme in the unlikely event that you stop working earlier. These agreements will be documented in a training contract.

If you want to start instantly with the free training that is continuously available, you can register for the Goodhabitz training via the Internet portal.

7.2 career guidance

From the moment you start working for us, your contact will regularly get in touch to find out if your assignment is going well and if there are any particulars.

Every now and then, your contact will schedule in an appointment with you for a workplace visit, an evaluation meeting or a development interview. During the evaluation meeting, you discuss your performance of the past period and during the development interview, you discuss your options to further your career. Your performance is important, not only for the continuation of your assignment and our collaboration, but usually also for your entitlement to a personal raise.

Naturally, you can always take the initiative to schedule in an appointment with your contact.

Apart from these interviews and meetings with you, your contact also calls the client to ask for his opinion about your work and development.

Sometimes, a representative of the client (your supervisor, for instance) will attend the evaluation meeting. If you or we feel it is desirable, the content or outcome of a meeting is documented in writing. You will receive a copy of this.

7.3 repayment of training costs

We offer a wide range of training and education options. In the case of some training, you have to repay (part of) the training costs if you stop the training prematurely or if you stop working before the agreed end date. These agreements will be documented in a training contract.

7.4 GoodHabitz | free online training

Looking for a training course? We offer you the opportunity to follow free online training via GoodHabitz.

wide range: more than 100 online training courses

The GoodHabitz online training courses are practical and aimed at higher levels of effectiveness, productivity, positivity and job satisfaction. The range is extensive and varied:

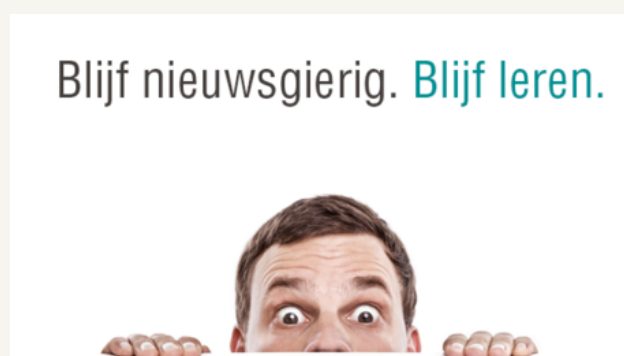
- from Excel to Management
- from Taking Minutes to General Knowledge courses
- from Job Application to CER

A lot of the training courses are also available in English, German and French.

For the full range, visit www.goodhabitza.com and grab the opportunities we offer you.

how does it work?

You can register for online training by GoodHabitz via the Internet portal free of charge. After your registration, you receive an e-mail with an activation link that allows you to start your training instantly.



Want to find out more about GoodHabitz? → [view the training courses offered by GoodHabitz](#)

Stay curious. Keep learning.

7.5 MOOC

developing knowledge and talent online via MOOCs

If you have completed higher professional education or university and want to broaden your development, why not look at doing a MOOC?

what are MOOCs?

MOOC stands for Massive Open Online Course. They are free courses that are offered by prominent universities across the world. Apart from regular course material such as videos, readers and homework assignments, there is also often a forum where participants can discuss course-related issues with each other. As the universities that offer content are located in various parts of the world, MOOCs are available in different languages. However, most of the MOOCs are in English.

The video 'What is a MOOC?' clearly explains what a MOOC is and what its characteristics are.

what online courses are available?

The range of MOOCs is very diverse. There are courses about technology, science, statistics, marketing, communication, leadership, business, psychology and much more. Some courses indicate the level of the MOOC and the scores given to them by participants who have completed this MOOC.

how long does a MOOC take?

Most MOOCs are completed between 4 and 12 weeks. Some MOOCs can be followed throughout the year (often, interaction with other participants and teachers is then no longer possible) but other MOOCs have a fixed start and end date. You have to invest about 2 to 4 hours per week to complete a MOOC, depending on how active you are in making the assignments and taking part in discussions. You are in control and you are not obliged to complete the course.

will I receive a certificate?

After completing a MOOC, you have the option of asking for a certificate to prove you have taken part. This certificate has no recognized status. Often, a small fee is charged. Some providers also give you the opportunity to obtain a verified certificate. In that case, you must be able to prove your identity and pay a fee.

where can I find MOOCs?

MOOCs are offered via MOOC platforms, where you can use search arguments (such as by language, theme or partner) to search the wide range of courses available. The three

best-known platforms are Coursera, Edx and Udacity. Every platform has its own partners. Delft University of Technology, for instance, uses Edx and Leiden University uses Coursera.

[Coursera](#) has the biggest variety in terms of partners and the largest range of MOOCs. They range from scientific to more general subjects. Please bear in mind that in terms of quality, there is a lot of difference between the various courses. Most MOOCs are free of charge but you do pay a contribution to take part in a certified program or specialist subject.

[Edx](#) partners with a large number of prestigious universities and is mainly known for the quality of the scientific MOOCs it offers.

[Udacity](#) mainly offers MOOCs in the fields of programming and computer science.

[MOOCAcademy](#) is a provider of a small number of MOOCs of Dutch universities of applied sciences and organizations.

8. pension.

8.1 pension

Based on the Flexsecurity pension regulations, the pension fund for flexworkers (www.flexsecuritypensioen.nl) at the Randstad Group, you become a member of the pension scheme if you are 18 years of age or older and have worked for one of our group operating companies. Participation in the plan stops as of the first of the month in which you turn 67.

You may be subject to a different pension scheme and if that is the case, it is stated in the confirmation of your agency work employment contract or secondment agreement and/or the supplement to the Personnel Manual that applies to you.

The Flexsecurity pension is a so-called defined contribution plan. Depending on the amount of your salary, an amount is set aside, the pension contribution. With this contribution, you build up your own pension capital with Flexsecurity.

The amount on which your contribution is calculated is the pension basis, i.e. the pensionable salary (the wage for social insurance purposes) less an hourly old-age pension deductible. The pensionable salary is capped. If the salary is higher than this amount, the pension contribution will be limited to this salary. No pension and no contribution are paid on the excess.

The level of the deductible and the maximum pensionable salary varies each year. The deductible is based on the amount of the old-age pension benefits. The amount of the maximum pensionable salary depends on the maximum salary for social insurance purposes. The tax authorities set the amount for both.

The contribution for the basic and plus pensions can be found on the Flexsecurity website. www.flexsecuritypensioen.nl

basic pension scheme

You can be a member of the basic pension scheme if you are 18 years of age or older. Your membership starts on the 1st of the month in which you turn 18. We pay the entire contribution for the basic pension. In other words, you make no contribution towards the basic pension.

The premium paid by us is subject to the deduction of implementation costs. The remainder will be paid into your investment deposit, and this determines your pension capital. The payment percentage is equal for all participants and does not depend on age.

plus pension scheme

You become a member of the plus pension scheme if you have accrued a basic pension for 52 weeks and your work has not been interrupted by 52 weeks or more. As an employee, you pay one third of the contribution for the plus pension. We, the employer, pay two thirds of this contribution. This employee's part of the pension contribution is deducted from your gross wages.

As in the basic scheme, the premium paid is subject to the deduction of costs. The major part of the premium is paid into the investment deposit. However, the amount paid in the plus pension depends on your age. The higher your age, the higher the percentage that is added to your pension capital.

Apart from accruing capital for an old-age pension, the plus pension scheme automatically provides for two forms of risk insurance, namely the provision for surviving dependents and the non-contributory continuation of the pension accrual in the case of occupational disability. You do not have to pay anything extra for this.

plus pension - provision for surviving dependents

When you die before the retirement date, i.e. before reaching pensionable age, the accrued pension capital is made available to your next of kin to purchase a surviving dependents' pension. Also, during your employment with us, cover is taken out for a surviving dependents' pension throughout your employment until your retirement age. Should you unfortunately die during your employment, your partner will be entitled to life-long surviving dependent's benefits.

The amount of these benefits is based partly on the capital that you could have built up between the date of death and your pensionable age.

contribution waiver for pension accrual in the event of incapacity for work plus pension

If you fall ill during your current employment and declared unfit for work after 2 years of illness, your pension accrual will continue without you having to pay contributions yourself. Flexsecurity will then pay your pension contribution. Exactly how much this is depends on the degree of your incapacity for work. The noncontributory pension accrual continues for as long as you remain incapacitated for work.

payment of pension benefits

The retirement age in the Flexsecurity pension schemes is 67 as a standard. On the first day of the month in which you reach that age, the accrued pension capital is converted into a fixed monthly benefit. The amount of the benefit depends on the amount of pension capital built up. And naturally, that, in turn, depends on the period for which you worked for us, the amount of salary that you earned and the return realized on the pension capital.

You can also have your pension start earlier, if you want to. Six months before you reach state pension age, [Flexsecurity](#) will send you a message about the procedure and the decisions to be made in connection with the commencement of your pension.

the pension regulations

If you qualify for participation in the pension plan, we will automatically register you with the pension fund. Within three months, Flexsecurity will then send you information digitally about your membership of the pension scheme. Each year, you will receive a statement of the pension capital built up for you until that date, as long as you are an active participant.

For more information about Flexsecurity or if you have questions about the pension scheme, please visit www.flexsecuritypensioen.nl. You can also contact the Flexsecurity service desk during business hours on +31 (0)88 116 24 02 or at info@flexsecuritypensioen.nl.

9. miscellaneous.

9.1 objection to job classification

Normally, your job classification is determined in line with the remuneration scheme of the client. We use the relevant information we have received from the client. If you disagree with your job classification, you have to let your contact know as soon as possible. You may reconsider your objection once you have received an explanation. If necessary, we will consult the client. If you do not reconsider, we will look further into your objection. If your objection is justified, we will adjust the classification. Possibly, your salary must also be adjusted.

If you are part of the allocation group and you are subject to the CLA remuneration, your job will be classified in the job matrix in Annex IV of the CLA. This classification is mentioned in the placement or secondment confirmation. If you disagree with this classification, you must let your contact know as soon as possible.

We will then contact you within 3 weeks to try and find a suitable solution after all. If we cannot, you can submit an official complaint via the complaints procedure within 4 weeks. See [Procedure for complaints and abuses](#). A decision about your complaint will be made within 3 weeks. If you still do not agree with this, you can submit the dispute to the Disputes Committee set up by the trade unions and the ABU/NBBU, again, within 4 weeks of receiving our decision (PO Box 144, 1170 AC Badhoevedorp or by e-mail: functieclassificatie@abu.nl). More information about the composition of the committee, how to submit a dispute and how disputes are dealt with can be found on the ABU website (www.abu.nl).

9.2 confidentiality and intellectual property rights

confidentiality

During an assignment, you may receive information that the company you work for considers confidential. This will generally be the case for personal data and all information on products, projects and special working methods, client information and other competitively sensitive information.

Like the permanent employees of the company, you are in such cases obliged to treat this information as completely confidential. This means, for instance, that you may not take written documents or USB sticks etc containing information with you, upload or download them or show or give them to others. It also means that you may not give this information to third parties orally. Some clients will ask you to sign a separate non-disclosure agreement before you start working for them.

Your duty of confidentiality also relates to information on or belonging to us, which you know or reasonably ought to know is of a confidential nature.

If you breach this duty of confidentiality and the client or we suffer damages as a result, we or the client are entitled to oblige you to pay compensation for the damage. You may also be fined.

By extension of your duty of confidentiality, we also expect you to respect the privacy of others and not to go looking for personal details or other confidential information about others, which you are not permitted to see and/or is not necessary for the proper performance of your work.

intellectual property

Our employees always work under the management and supervision of the client. That client must be able to count on free disposal over the results of your work. This may, for example, involve software, accompanying (functional) descriptions and other written or digital information, drawings, designs and inventions.

The principle in law is that the so-called intellectual property rights (such as copyrights or patent rights) to such work and inventions accrue to the client. Some clients attach so much importance to these intellectual property rights that they ask our employees to sign a declaration or agreement before the start of the work, in which the employee transfers the intellectual property rights directly to the client. During and/or in connection with your agency work employment contract or secondment agreement with us, you may also create or develop something while you were not specifically asked to do so. Still, it may be of significance to a client. In that case, we agree with you that we will acquire the rights to this. If necessary, we can assign those rights to the client.

Because the intellectual property rights to the results of your work belong to the client (whether or not via us), the client determines what happens to those rights and results. For this reason, you cannot publish, sell or give to others the right of use of a program, design, invention, content, etc developed by you in the course of your work. If you do so regardless, you may be liable to pay the damages for this. You may also be fined.

9.3 HR cycle

Work that suits you and that allows you to continue to develop. That is what we both aim for. To get to know and manage you better, we will regularly talk to you about your experiences, possibilities and wishes. What resources can we use so you can achieve your goals? What do we expect from each other?

Here, we explain the various meetings we hold before, during and after your assignments.

We see employees the most important capital of the organization. We want to offer our employees perspective. We do this by continuously talking to you - before, during and after your assignment - about appealing assignments that match your talents and about your options to develop. You are in charge of your careers and we can support you in that process. Your contact will be your discussion partner in that respect.

what kind of meetings do we have to maintain good contact?

During the first meeting, before your start date, your contact will welcome you. You receive information about the organization, our role as an employer and what you can expect from us. We also talk about what we expect from you, the employee. Subjects include availability, safety, working conditions, app functionalities, time sheets, payment of wages, what to do when you fall ill/are unable to work, development, your legal position, terms and conditions of employment and mandatory documents.

After you start working for a client, your contact will get in touch with you to ask you how things are going, what your initial experiences are and if there is anything you need. Often, a workplace visit is also scheduled in. During this visit, you talk about your experiences of the working environment and job content. Do you have the necessary skills or is there anything you would like to learn? Are you happy in your job? And what are your thoughts on working with your colleagues and supervisor? Does the job meet your expectations? Depending on the duration of the assignment, multiple workplace visits are made.

After two months, your contact will ask you if you are interested in holding a meeting about your career and personal development. Do you want to increase your employability? Your employer has several tools that can help you with that and he can offer all kinds of tests and training. Your contact can provide you with more information on this.

During your assignment, your contact will initiate regular evaluation interviews with you and the client. Do the job and collaboration meet mutual expectations? Do you need a bit of support? The client gives you feedback about your performance during the previous period. This will give you tools and direction regarding your possibilities for your further development and career.

If we know your assignment is ending, your contact will get in touch with you to discuss a possible suitable follow-up assignment with you, bearing in mind your experience with these and previous assignments. This makes it possible to look more specifically for a suitable new assignment for you. We also discuss what we expect from you in terms of availability and contactability.

Unfortunately, we are not always able to find the new assignment you were looking for (in time). If you have a current agreement with a wage guarantee, you will continue to receive your most recent effective wages. We do expect you to accept other suitable work. See Chapter 1 Getting started.

If your agreement with us ends, an exit meeting is held. You and your contact look back on your employment and experiences. All business and administrative elements are correctly finalized. Examples include a study debt or references. If you would like to return to us in the future, please make this known and ask about how to stay in contact.

9.4 long service

Have you been working for us for 5 or 10 consecutive years? That is cause for a celebration! We truly appreciate you working for us for such a long time and we want to thank you for that. When the time is near, your contact will tell you more about it and you will be given a long-service gift.

9.5 reporting a data breach

A data breach is a situation in which you or another person have unintended access to personal data that is not intended for you or that other person. If you come across a (suspected) data breach, you must immediately report it using this [form](#).

9.6 flex works council

the flex works council looks after your interests and can bring certain matters to the attention of the board

The works council advises the Board about important issues such as reorganizations and takeovers. The works council can also bring attention to matters it deems important. When making decisions in relation to subjects such as social policy (for instance, in the fields of training, working conditions and sickness absence) the Board needs the consent of the works council. The primary and secondary working conditions do not fall under this right of consent of the work council inasmuch as these issues have already been provided for in the CLA. Flexworkers have been represented in the works council since 1999 and they have had their own works council, the Flex works council, since 2004. Randstad Group Netherlands also has a works council for its corporate employees, the 'permanent works council'.

Also, a central 'works council' has been set up for matters of social importance. Employees are kept informed by their works council about the issues deliberated upon in the works council meetings. If you would like additional information, or if you would like to raise an issue with the works council, contact your representative(s) in the works council.

They can be contacted through the secretariat of the works council at Randstad head office, telephone number +31 (0)20 569 1692 or by e-mail at ondernemingsraden.randstad.groep@randstadgroep.nl.

9.7 statement of employment prospects

We believe that people who are on a flexible contract should be able to apply for a mortgage just like employees on a permanent contract. To that end, we have introduced the Statement of Employment Prospects.

To qualify for this statement, you must be employed via us and have at least six consecutive months of assessable work experience with us. Visit our website for more information about

the Statement of Employment Prospects and the conditions. Naturally, your contact can also tell you more about it.

9.8 whistleblowers' scheme: procedure for reporting serious abuses

We want all our employees to be able to work in an environment that is free of discrimination and illegal or unethical acts.

The Serious Abuses procedure offers corporate employees, flexworkers, clients and others an opportunity to report illegal practices or serious abuses at/by (an employee of) Randstad Group Netherlands. 'Serious abuses' refers to discrimination or racism, sexual harassment or other intimidation, fraud, theft, corruption, bribery, formation of cartels, misuse of our property for personal purposes, alcohol or drug abuse, etc.

The procedure for reporting these abuses is intended as a last resort and offers an opportunity to report abuses anonymously. The following procedure can therefore be used if all the above possibilities have failed to produce sufficient results or if there are fears of retribution. Reports can be made anonymously to an external agency that will pass on the report to the internal Local Integrity Officer, who will conduct an investigation into the report and provide feedback to the reporting party. The report can be made both by telephone and via the Internet. The access code below is needed for both channels.

Phone 0800 773 2587 (free of charge, 24 hours a day)

Alternatively, visit the [speakupfeedback](#) website

Access code: 42100

9.9 procedure for complaints and abuses

If you encounter a problem at a client, talk to your supervisor at that client. If you discover or suspect abuses at a client, first find out if that client has a procedure in place for these kinds of issues. If he has, you have to follow that procedure (first), in principle.

Feel discriminated against? Discrimination is the unequal treatment, subordination or exclusion of people based on personal characteristics. Examples include origin, gender, the color of your skin, sexual preferences, age, religion, disability or a chronic disease.

We want to know about this. Randstad Group Netherlands says 'no' to discrimination. Together, we will see how we can help you to resolve the issue.

We have a business code of conduct that encourages all our employees to act professionally. Therefore, we assume that every activity undertaken by or on behalf of us is undertaken with 100% decency. If you nevertheless have a complaint about us, it is our assumption that a satisfactory solution should be sought by agreement as far as possible, together with your contact or his/her manager. You can also make your complaint via our Complaint Line.

This reporting center handles complaints received by telephone, in writing and by e-mail immediately. The Complaint Line records these complaints and supervises the settlement process. The contact details are as follows:

Randstad Nederland Attn. Centraal Meldpunt Klachten
PO Box 12600
1100 AP Amsterdam Zuidoost
e-mail: kwaliteitslijn@nl.randstad.com
phone number: (0800) 400 02 40
[complaints form](#)

The Complaint Line records the complaints on the complaints form. The description of the complaint is read out until you declare that you accept this in full. You will then be informed of the further handling of your complaint. The manager responsible will be informed immediately by telephone, so that action can be taken without delay. The manager receives the complaints form by e-mail. The manager must contact you within at most two working days of the complaint being received by the Complaint Line. If possible, the complaint will be resolved or the measures that can be taken will be coordinated. After handling the complaint, the manager completes the complaints form in full and returns this to the Complaints Reporting Center. The Complaints Reporting Center verifies with you that the handling of the complaint has proceeded satisfactorily. If this is not the case, the procedure will be repeated with the involvement of the next most senior manager.

9.10 procedure during a strike

In the event of a strike, flexworkers are by law not permitted to be employed with a client for the work and location where the strike takes place. This ban serves to prevent the strike as a tool to become less effective by the use of flexworkers.

If you hear about a (potential) strike at your client, you must immediately get in touch with your contact to discuss what you can and cannot do during a strike.

Generally, you can continue the work you were doing during the strike period. You cannot be employed in the positions of striking employees or striking flexworkers. For instance, this means you cannot be transferred to work in a department that is on strike. Overtime is not allowed unless it is customary and serves your regular work. Prior to a strike, you can work overtime to work ahead. After a strike, you can work overtime to catch up.

The unions can call flexworkers to go on strike. You have a right to strike and you are free to respond to such a call or not. However, if you do strike, you are not entitled to wages from us, or to paid leave. You can contact the trade union for social benefits from the strike fund, you do have to be a member of the trade union to qualify for this. If you do want to work but are not given the opportunity to do so because of the strike, you are, in principle, not entitled to wages. In that case, it is possible to have a leave day paid out.

Those participating in the strike, or not participating as the case may be, may put you under pressure to follow suit. Whether you do so or not is entirely up to you. Consider your options carefully, be aware of the consequences and talk to your contact.

9.11 trade union contribution

Employers' organizations and trade unions hold negotiations about the agreements in the CLA. You too can exert influence by joining a trade union. The trade unions act as negotiating partners on behalf of their members. The negotiators involve the members in the formation of a CLA. Members can voice their opinions at various times. And ultimately, it is they who vote on the result of the negotiations.

If you have told us you are a member of a trade union, you can ask us once a year to deduct the trade union contribution from your gross wages to the extent such is possible and permitted under tax law. It is up to you to tell us of the extent of the trade union contribution. The trade union can send you a relevant statement.

9.12 confidential adviser

If you wish to report 'undesirable conduct' (such as aggression, violence or sexual harassment) and, for any reason whatsoever, you cannot make use of the complaints procedure, please contact the confidential adviser of your client on +31 (0)20 569 58 03.