

# staff guide



## for payroll.

January 2022

As a member of staff you are important to us. You are the proof that Randstad employs well-trained and enthusiastic members of staff. It is also important that you are properly informed about how things are organized at Randstad. That way, you know exactly what is expected of you and what you can expect from us.

Together with the conditions of employment and your employment contract, this Staff Guide is the basis for our relationship. It contains all the information you need when you start working with us. Please do not hesitate to contact us if you would like to know more about a particular subject.

Randstad Payroll Solutions

# changes to the staff guide.

This Staff Guide applies to payroll staff.

The contents of the Staff Guide have been compiled with great care.

Randstad reserves the right to change or add to the contents unilaterally if necessary. These may be changes due to changes in the law or changes in existing regulations or procedures at Randstad. Of course, Randstad will always consider whether the need or desire for change is so “compelling” that a unilateral change is appropriate. Needless to say, you will always be informed about any changes or additions. The company’s works council will also be involved in changes to the Staff Guide. The most recent version of the Staff Guide is available on “My Randstad.” If there are changes to this Staff Guide, these changes will be “collective” changes, i.e. ones that apply to all members of staff. For individual changes, which only affect one member of staff, the Staff Guide is not the place to look.

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# 1. general: definitions and contact details.

## 1.1 definitions

The terms listed below are used a lot in the Staff Guide. In this section, we give the definitions of these terms.

### you/payroller

A person who has concluded an employment contract with Randstad to be placed by Randstad at the disposal of one or more clients of Randstad. To improve readability, wherever this Staff Guide refers to "he", "his" and "him", this also refers to the female staff members.

### we

Your employer. Formally, this is Randstad Payroll Solutions B.V. or Randstad Payroll Publiek B.V.

### employment contract

An employment contract as referred to in Book 7, Section 692 of the Dutch Civil Code. In law, this is referred to as a payroll agreement.

### on-call contract

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

- flexible contractual working hours have been agreed with you, that is, no fixed number of 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 with you. In that case, the contract is not an on-call contract if salary payments are made evenly across that period. Example: you have a contract for 1,456 hours per year and you are paid an average of 28 hours per week.



## contact

Your contact at Randstad. See Section 1.2 for the Randstad contact details.

## supervisor

Your manager or the contact at the client.

## 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 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 income statement, the most recent version of the Staff Guide, confirmations of your employment contract(s) and a lot more information that is relevant to you. You can also claim your hours here.

We also work with "Youforce" for some clients. If that is the case, you will be informed of this by e-mail before the start of your work and you will be given an explanation of how it works. You will find a link to Youforce in the Internet portal.

## 1.2 contact details

We often refer to your "contact" in the Staff Guide. This refers to our service teams. You can reach our service teams as follows:

- by telephone at telephone number +31 (0)20 398 9030
- in writing by using our response form:
  - [contact form for employees on monthly wages](#)
  - [contact form employees on weekly or four-weekly wages](#)

# 2. getting started.

## 2.1 your employment contract

### 2.1.1 employment contract or payroll agreement

In law, the employment contract between you and Randstad is referred to as a "payroll agreement." Your client has registered you with Randstad and at the request of your client we have entered into an employment contract with you. Randstad then makes you available to your client to perform work under the supervision and management of your client. We will refer to this agreement as an "employment contract" in the rest of the Staff Guide.

The (confirmation of the) employment contract regulates the employment relationship between you and Randstad. In other words: the rights and obligations that both parties have vis-à-vis each other.

### 2.1.2 formation

Once your client has registered you with Randstad and you have signed the conditions of employment, we will check whether the conditions are met and whether you can start working. Your employment contract with Randstad only comes into effect once we have confirmed it in writing.

Randstad will confirm the agreements about your employment contract digitally. This confirmation is posted in the Internet portal. You will be sent an e-mail message once a (new) confirmation has been posted in the Internet portal. If you believe it is incorrect, please inform us as soon as possible, but no later than five calendar days after the confirmation of the employment contract has been entered in the Internet portal. There is a button in the Internet portal especially for this purpose. Please use it. If that doesn't work, send a message. If you fail to respond within five days of receipt, Randstad will assume that the contents of the employment contract confirmation are correct. It is not possible to raise an objection to the confirmation at a later stage.

If we conclude a permanent employment contract with you, a different process applies. In that case, we will send you the employment contract by e-mail and ask you to sign it digitally within five calendar days.

A lot of communication about your employment contracts takes place via e-mail and/or the Internet portal. So make sure that Randstad always has your most recent e-mail address, and also check the Internet portal and your spam filter regularly. E-mails from unknown and/or general e-mail addresses do tend to end up in the spam filter. If e-mails from Randstad end up in your spam filter, please make sure this will not happen again.

### 2.1.3. contents of employment contract

Among other things, the (confirmation of the) employment contract includes agreements about the term, the working hours, the probationary period (if applicable) and the position you will, in principle, be performing.

The placement confirmation, which usually has the same term as the employment contract, includes the salary you will earn in principle and states which collective labor agreement and/or employment conditions at the client apply.

If you believe the placement confirmation does not correctly or fully reflect the agreements made, you have to notify your contact in writing or by e-mail as soon as possible but within five days at the latest of the placement confirmation being entered in the Internet portal. If you wait too long with commenting on the contents of the placement confirmation, it is often too late to change the confirmation, even if your comment is, in itself, justified. So if you fail to respond within five days of receipt, Randstad will assume that the contents of the placement confirmation are correct and they will apply for the full term of the assignment.

### 2.1.4 working hours

The term “working hours” refers to the number of hours that we employ you. Usually, the working hours are expressed as a number of hours per week. However, they may also be expressed as longer periods, such as per four weeks, 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 employment contract will state a fixed number of hours, for instance 32 hours per week or 100 hours per month.

### flexible working hours

The confirmation of your employment contract 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 and maximum working hours per week, four weeks or per month.

In the case of a contract that 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.

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 at the latest in the 13th month of your employment.

### 2.1.5 probationary period

The confirmation of your employment contract states whether a probationary period has been agreed and for how long. A probationary period enables you and us to unilaterally cancel the employment contract with immediate effect during a limited period. Probationary periods cannot be agreed on in contracts for six months or less. If a probationary period is nevertheless agreed on, it is invalid.

### 2.1.6 position

The confirmation of your employment contract mentions a position. This is the position you will, in principle, be fulfilling and continue to fulfill for the client via us.

However, there may unexpectedly be shorter or longer periods during which no or insufficient work is available for you in that position. In that case, we or the client may expect you to accept suitable alternative work.

When finding suitable alternative work, we try to take your wishes and abilities into account to the greatest possible extent. But we cannot guarantee that we will always succeed. You may, therefore, be performing work in another department, at another

location and/or on different days/times than you are used to, or perhaps with another client. You may also have to travel a bit further than normal.

## 2.2 getting started

### 2.2.1 instructions and rules

During your employment contract, you will be working under the management and supervision of your client (or its client).

If the client has specific house rules at the company, Randstad or the client will inform you in advance. You must follow the instructions of the parties designated for that purpose by the client. Generally, that person is the supervisor. In the event the client applies specific house rules, you do, of course, have to strictly adhere to them, just like the employees of the client. Health, safety and hygiene rules are particularly important in that respect, for both you and your colleagues. The same applies if you (partly) work from home.

Also, always use the prescribed protective equipment and/or safety clothing. If a dress code applies (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 the client, its members of staff, your employer and others with respect. This also applies to statements you make in the media, including social media.

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

### 2.2.2 identification obligation

Upon registration and commencement of every employment contract, you must be able to prove your identity using a 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, including payrollers therefore, 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. You must therefore always check the validity of your passport or ID card and apply for a new one in time

Non-EU/EEA citizens can only prove their identities with the following documents (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)

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](http://www.ind.nl). All documents must still be valid.

### 2.2.3 working abroad

The client may ask you to work outside the Netherlands. In that case, we will reach additional agreements on all aspects of working abroad. The main agreements are laid down in writing. If the company asks you directly to go abroad for the work, you must always report this to us without delay, in any event before you leave to go abroad. We will then assess whether the relevant foreign trip is permitted and whether any special matters still need to be regulated.

## 2.3 working times

### 2.3.1 general

Normally, the customary working times at the client premises apply to you. It is also possible that your working times will differ from the usual working times at the client. You may be working varying shifts or on an on-call basis. You will agree the working times that apply to you with your client in advance.

If you work irregular hours and/or on an on-call basis, your working times are often announced later, for instance, based on a schedule or timetable.

Naturally, it is important that you are always on time. In practice, your work ethic is judged largely by being punctual. 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, transportation, 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 would prefer not to work during certain times or days, or work shifts, discuss this with your client prior to finalizing the employment contract. You cannot simply change your working times based on an existing employment contract.

### 2.3.2 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 a payroll 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 will call you to work one or more shifts.

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 confirmation.

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 with wage guarantee, you cannot, of course, randomly change your availability. Your availability is important so we can guarantee you the minimum agreed upon hours for work. If your availability is less, it will be harder, or perhaps impossible, for us to offer you work. 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. Examples include delivery services or distribution centers that are dependent on online orders, the health care sector or the hospitality sector. 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.

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. The client will tell you the exact details of this 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. You will receive these rules from the client.

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. Your place of work will notify you as early as possible to let you know when you are scheduled for work.

If a call is changed or canceled, hours are not (immediately) paid out; instead, the client will see if they 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.

### 2.3.3 on-call, accessibility and availability shifts

Some clients have staff on on-call shifts, also referred to as standby duties, breakdown shifts, service duties, etc. In the health care sector, you will come across on-call duties. For an on-call shift or on-call duty, you may be called during your time off, often during breaks, in the evening, in the weekend 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 contract. Time spent at home is not considered working time, which means no wages are payable for those hours. Generally, you do receive an allowance for this. You are paid wages for the hours you actually work.

An availability shift or a sleepover duty, for instance, in health care or at the fire department, does require you to be at your workplace, even though you may not even have to work. This time is considered working time, even if you are waiting or sleeping.

### 2.3.4 additional hours and overtime

If the business conditions at the client so require, we expect you to be prepared to work additional hours on top of the (maximum) agreed number of hours. Whether or not those additional hours are considered overtime is regulated in the applicable CLA and/or the conditions of employment at the client. At some clients, this is determined on a day-by-day basis, for instance - 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. Whether and if so, which allowance you are paid for the additional hours you work is also determined by the CLA and/or the conditions of employment at the client.

## 2.4 term and termination of your employment contract

### 2.4.1 general

Employment contracts may be concluded for a definite or an indefinite period of time. Sometimes, a suspensive condition applies. This is the case, for instance, if you

need to have certain diplomas, certificates or professional qualifications in order to be able to perform certain work or work at a certain client. Examples include being registered as a health care professional or having to have a special driver's license. If you did not complete the relevant training within the agreed term or if you no longer have the compulsory registration/certificate, your employment contract will automatically end when the term within which you should have completed your training has ended or the moment you no longer have the compulsory registration/certificate. In all cases, of course, you have to stop working as soon as you are no longer permitted to work in the Netherlands.

#### 2.4.2 fixed-term employment contracts

If a fixed-term employment contract has been concluded, the confirmation explains how long or until when it lasts.

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

An employment contract for six months or more must be canceled in writing or digitally by us at least one month before the end of the employment contract. This means that we will inform you at least one month in advance of whether or not your employment contract will be renewed. If the employment contract is not renewed, we will let you know, usually by e-mail. If the employment contract is renewed, you will find the confirmation of that new employment contract in the Internet portal. In that case, you will receive a notification, also by e-mail, that a new confirmation is available in the portal.

You can cancel a fixed-term employment contract early if it is stipulated in the employment contract. If you wish to cancel the contract early, this can be done by writing or by e-mail and you do have to observe a notice period. The term of that notice period is one month unless your client's CLA and/or employment conditions state a different period. You can always terminate the contract with immediate effect during your probationary period.

If we are entitled to terminate the employment contract early, this is usually subject to a one-month notice period. During the probationary period or if it involves an urgent cause, however, no notice period applies.

### 2.4.3 permanent employment contracts

A permanent employment contract continues until we decide together (“by mutual consent”) to cancel the employment contract or until one of us terminates the employment contract through cancellation or asks the court to terminate it.

If you wish to cancel a permanent employment contract, you must observe a notice period. That notice period is one month, unless a longer term has been agreed in the employment contract or the client’s CLA. Notice of cancellation must be issued in writing or by e-mail.

We cannot simply end an employment contract, except during the probationary period or if there is a legal reason to do so. Furthermore, we also have to observe a notice period. The applicable notice period is in the client’s CLA and/or employment conditions. If nothing has been laid down in this respect, then the statutory notice periods are:

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

More information about the termination of your employment contract, including the types of termination, procedures and ways to appeal are based on Dutch law. (title 10, book 7, Civil Code of Law)

### 2.4.4 transition payments

If your employment contract is canceled or not renewed on our initiative, you will, in principle, qualify for a transition payment. However, if you start working for the client, another agency or another employer, you will not be entitled to 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.

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

If you have worked for the client before, for instance, you've been employed by the client itself or through a temporary employment agency or other payroll employer, we would like to know whether you received a transition payment from your previous employer. We may also request or verify this information with your previous employer(s) directly if necessary.

# 3. remuneration.

## 3.1 equal terms and conditions of employment

As a payroller, you are entitled to the same terms and conditions of employment as employees in an equal or similar position employed by the client you work for. If the client does not employ anyone else in an equal or equivalent position to you, then you are entitled to the same terms and conditions of employment as apply to employees in equal or equivalent positions in the professional or business sector in which you are employed.

Your salary, allowances (such as overtime and irregular hours allowances), vacation pay, any 13th month, year-end bonus or bonus, vacation days, leave days, etc. will therefore depend on your position and the client you work for. The placement confirmation states which CLA and/or working conditions at the client apply.

Another arrangement applies to your pension benefits, incidentally. There is more on that subject in Section 8.

## 3.2 payment of wages

Your employment contract states whether a monthly, weekly or four-weekly remuneration has been agreed.

If you are paid monthly with fixed working hours, the wage will be paid each month on or around the 21st of the month. Any additional hours, overtime and/or, if applicable, extra allowances will be paid on or around the 21st of the month following the month in which they are entered and approved. If the working hours are flexible, the wage for the minimum number of hours will be paid monthly on or around the 21st of the month and the extra hours and, if applicable, overtime and any allowances, will be paid on or around the 21st of the month following the month in which they are entered and approved. You are not entitled to payment for hours, allowances or expense allowances that are not approved by the authorized representative of the client and/or Randstad, unless you are able to provide evidence to the contrary.

If remuneration is weekly or four-weekly, the wage will be paid in the week after the end of each week, or period of four weeks respectively, in which you have worked, or at any rate are entitled to wage. Unless otherwise stated in the employment contract confirmation, you must however account for your hours in the manner as described

in the Staff Guide and/or the employment contract confirmation. You are not entitled to payment for hours, allowances or expense allowances that are not approved by the authorized representative of the client and/or Randstad, unless you are able to provide evidence to the contrary.

Your pay slips are in the Internet portal. They state exactly what the salary payment was, and which amounts were deducted from this for payroll taxes and social insurance premiums. You will also find an explanation of the pay slip.

### 3.3. annual income statements

Your annual income statement is posted on the Internet portal at the beginning of February of each year. This is a statement of what you have earned at Randstad in the past calendar year and of the payroll taxes deducted from your salary. Annual income statements remain available for seven years. You need the annual income statement to complete your income tax return or to reclaim excess deductions of payroll taxes.

### 3.4 wage garnishments

Sometimes, you do not receive your full net wages because of a wage garnishment. If your wages are garnished, you will be notified by e-mail by the party levying the garnishment and by us. If you have any questions about the wage garnishment, please contact the party levying the garnishment. Financial problems are persistent and it is often hard to find a way out by yourself. You can visit [www.zelfjeschuldenregelen.nl](http://www.zelfjeschuldenregelen.nl) to find out what you could do. If you really need help with this, it is best to contact Nibud, [www.nibud.nl](http://www.nibud.nl).

# 4. 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 clients you are working for and have worked for. And also



Conditions for placement and secondment signed by you, the confirmations of your placement and/or secondment agreements and – if you are seconded – the confirmations of secondment.

[my details](#)

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

# 5. vacations and leave.

## 5.1 vacation days

You are entitled to the same number of vacation days as employees employed by the client you work for. The number of vacation days to which you are entitled is stated in the CLA and/or employment conditions applicable at the client.

## 5.2 taking up vacation days

In principle, you can only take vacation days if you have accrued enough vacation hours. You need the prior consent of your supervisor at the client to take accrued vacation days.

## 5.3 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. If this is the case at your client, the mandatory vacation period also applies to you.

## 5.4 settlement of vacation days

Any remaining vacation days are paid out after the end of your employment contract with Randstad. If you have taken more vacation days than you have accrued, we settle this with any amounts still due to you on the basis of the agreement.

## 5.5 vacation pay

You are entitled to vacation pay of at least 8%. If a higher percentage for vacation pay is used at your client, then it applies to you too. The applicable percentage is in the client's CLA and/or employment conditions.

Unless an individual choice budget applies to you or a different arrangement applies in the collective labor agreement and/or employment conditions in force at your client, the reserved vacation pay that has not yet been paid out will be paid out automatically in the week of June 1 each year. If you stop working at Randstad before this date, your vacation pay will automatically be paid out with the final settlement. Randstad is required to deduct income tax and social insurance

premiums on payment of the vacation pay. These deductions are shown on the pay slip.

## 5.6 public holidays

In addition to vacation days, you are entitled to paid leave for public holidays that fall on days when you would otherwise be working, on the condition however that no work takes place at the client on those public holidays. The same public holidays apply to you as apply at your client. As a rule, this involves the following public holidays, but this may differ at your client:

- new year's day
- easter monday
- king's day
- liberation day, once every five years
- ascension day
- whit monday
- christmas day and boxing day

If work is done as usual on these days at the client, you are in principle also required to work. In that case, you can take a vacation day, but this will be deducted from your accrued balance for vacation days.

## 5.7 statutory leave arrangements

Below we list the statutory leave arrangements. It may be that your client has an alternative arrangement that is in your favor or that there are also other kinds of leave. It goes without saying that they then also apply to you.

### 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 for a while without delay 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 (family) events such as your marriage or the funeral of a family member, depending on what is set out in this respect in the client's collective labor agreement and/or employment conditions. If you would like to take short-term leave or special leave, please notify us and the client as soon as possible.

### short-term care leave

You are entitled to short-term care leave, unless compelling business interests dictate otherwise. For this, we follow the statutory regulation unless the CLA and employment conditions at the client provide otherwise. For each 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. You will be paid part of the salary (70%, unless a different percentage applies at the client) during this leave. If you would like to take short-term care leave, please let us and the client know as soon as possible.

### long-term care leave

You are entitled to long-term care leave, unless compelling business interests dictate otherwise. We follow the statutory regulation in that respect, unless a different arrangement applies at the client. 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](http://www.rijksoverheid.nl/onderwerpen/zwangerschapsverlof-en-bevallingsverlof).

During maternity leave, you receive a benefit in compliance with the Dutch Work and Care Act, amounting to 100% of the daily wage.

## birth leave

If your partner has just given birth to your child, you may take paid birth leave during the first four weeks after childbirth. You may take no more than the (average) weekly working hours agreed with you, unless the CLA and/or the employment conditions at the client provide otherwise.

## 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.

As of August 2, 2022, 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. Until August 2, 2022, you are entitled to unpaid parental leave only.

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](http://www.rijksoverheid.nl) and [www.uwv.nl](http://www.uwv.nl)

# 6. working safely.

## 6.1 working safely

Everyone is entitled to a safe workplace and good working conditions.

The client you will be working for has to make sure that the workplace is safe and working conditions are good. It also has to ensure that we are aware of the relevant information, so that we can instruct you properly.

Before you start working, the client has to inform you of the health and safety risks at your workplace. You will also be given information about the safety measures and guidelines in force at your client. This is usually done using a working conditions document.

We and the client are doing everything we can to reduce the risk of workplace accidents to a minimum. 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).

## 6.2 personal protective equipment

At some point, you may need safety clothing, safety shoes, hearing or eye protection or a helmet, i.e. personal protective equipment (PPE). During the briefing on the risks, your supervisor 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. Please note that you are obliged to use the PPE provided.

## 6.3 preventive consultations with the company doctor

You are also entitled to make an appointment with the company doctor's surgery. This is known as a "working conditions consultation" or "preventive consultation." The Health@Work department can help you to make an appointment. You can contact Health@Work on +31 (0)88 126 99 60 on working days between 9 am and 5 pm to make an appointment.

The company doctor has an independent position and is subject to doctor-patient confidentiality. Health@Work has 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 Employee Insurance Agency.

# 7. reporting sickness and recovery.

## 7.1 reporting sick

When you fall ill, you have to let us know in the Internet portal on your first day of illness. You also call in sick by telephone with the client you are working for at that time. You also have to call in sick even if you were not supposed to be working on that day.

You must call in sick at least half an hour before the start of your activities and no later than 10 am. If you fall ill in the course of a working day, report this also immediately in the Internet portal and to the client. This also applies if you have to work in the evening, at night or at the weekend.

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

## 7.2 supervision during illness

If you fall ill, your contact will call you as soon as possible, unless you call in sick on a Saturday or Sunday. In that case, you will be called on Monday. Together, you will make arrangements about your work and recovery. So you must make sure that you can be contacted by telephone.

After the first week of illness, the Health@Work absence department will take over absence management. If you are off sick for a longer time, you may also be called for an appointment with the company doctor. If you are called for a doctor's appointment, you have to comply with that request.

If you have any questions about this, you can call the service teams on telephone number +31 (0)20-398 9030.



### 7.3 compliance with regulations

If you fall ill, you have several rights and obligations:

Your obligations:

1. you must do everything you can to speed up your recovery
2. you must take an active and positive attitude and you must properly cooperate with H@W, your contact and the client to organize your rehabilitation
3. you can be reached by your contact and H@W
4. you comply with a call to attend the company doctor's appointment and to cooperate in preparing an action plan for your rehabilitation
5. you cooperate in partially resuming your own duties, to do adapted work or to do suitable other work if there is an option to do so

If you do not cooperate with your rehabilitation, it will affect the continued payment of your wages. In that case, we may suspend your wages (i.e. not pay them temporarily) or fully stop paying them.

If your actions result in us paying too much in wages, this will be claimed back or settled with future payments.

Your rights:

1. You are entitled to absenteeism management.
2. You are entitled to a second opinion if you do not agree with the company doctor's opinion. If that is the case, please get in touch with your contact at H@W.
3. You are entitled to continued payment of wages, which may be after a waiting day if that applies at your client. The amount of the salary in the event of illness depends on the CLA and/or the employment conditions at the client but, by law, it is always at least 70% of the time-based rate of pay (with the minimum wage as lower limit during the first 52 weeks).

If you have any questions about this, you can call the service teams on telephone number +31 (0)20-398 9030.

#### 7.4 illness during vacations

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 also have to consult a doctor and obtain a medical certificate about the nature and duration of your illness. This medical certificate (in Dutch or English) must be submitted immediately on your return.

If you have any questions about this, you can call the service teams on telephone number +31 (0)20-398 9030.

#### 7.5 reporting your recovery

On the day of recovery, you have to report your recovery via the Internet portal before 10 am.

If you have any questions about this, you can contact Health@Work on +31 (0)88 126 99 60 on working days between 9 am and 5 pm.

#### 7.6 leaving employment while being ill

If you are ill and your employment contract is ending, you will be leaving employment while being ill and we will notify the Employee Insurance Agency accordingly. They will contact you and assess whether you are entitled to sickness benefits and together with you, they arrange your rehabilitation.

If you have any questions about this, you can call the service teams on telephone number +31 (0)20-398 9030.

# 8. pensions.

## 8.1 general

As a payroller, you are entitled to what is known as an “adequate pension” as of January 1, 2021. This means that you are entitled to be a member of the pension scheme applicable at your employer or in the sector concerned or to be a member of a pension scheme with the payroll employer, which has to meet several legal requirements. At Randstad, we refer to it as the Flexsecurity Payroll Pension.

If you work for a client that has no pension scheme for permanent staff and there is also no pension scheme in the sector concerned, then by law you are not entitled to be a member of a pension scheme.

The placement confirmation sets out what applies to you: Flexsecurity Payroll Pension, General Pension Fund for Public Employees or no pension scheme.

### 8.1.2 flexsecurity Payroll Pension

The Flexsecurity Payroll Pension is a so-called defined contribution scheme. Depending on how much you earn, an amount is set aside, i.e. the pension contribution. With this contribution, you accrue your own pension capital with Flexsecurity.

The amount on which your contribution is calculated is the pension basis, i.e. the gross hourly wage minus an hourly threshold amount (the deductible). The level of the deductible varies each year and is based on the amount of the old-age pension benefits. The tax authorities set the amount.

The Flexsecurity Payroll Pension comprises the following in outline:

- If you are aged 21 or over, you accrue pension as from the first day of work; there is no waiting time.
- The pension contribution is equal to the “standard contribution” laid down in law for payroll pension schemes. That standard contribution is calculated annually by De Nederlandsche Bank based on the average employer’s

contribution at all pension funds in the Netherlands. This contribution amounts to 14.5 percent in 2021.

- Randstad pays the pension contribution. As a member, you therefore do not have to contribute to your pension accrual.
- The pension scheme includes a surviving dependent's pension and a scheme for continuation of non-contributory pension accrual (based on 70% of the pensionable salary) if you become chronically work-disabled during your employment. For this scheme, you pay a small employee contribution, which in 2021 will be 1% of the pensionable salary.

We will automatically register you with the pension fund. Flexsecurity will then send you information digitally about your membership in the pension scheme. Each year, you will receive a statement of the pension capital accrued for you until that date, as long as you are an active member.

If you would like more information about the Flexsecurity Payroll Pension, please visit [www.flexsecuritypensioen.nl](http://www.flexsecuritypensioen.nl) under the Payroll Pension tab. It sets out all pension scheme rules applicable from mid-January 2021 onwards. You can also contact the Flexsecurity service desk during office hours at +31 (0)88 116 24 02 or via [info@flexsecuritypensioen.nl](mailto:info@flexsecuritypensioen.nl).

### 8.1.3 general pension fund for public employees

If you are employed by Randstad, you accrue a pension with the General Pension Fund for Public Employees (ABP), just like your colleagues employed by your client. We will automatically register you with ABP. ABP will then send you information digitally about your membership in the pension scheme.

For a clear and comprehensive explanation, please see [www.abp.nl](http://www.abp.nl).

If you need more personal information, you can contact ABP customer service. They are available on workdays from 8 am to 5.30 pm on telephone number +31 (0)45 – 579 60 70.

# 9. miscellaneous.

## 9.1 confidentiality

During an assignment, you may receive information that the client you work for considers confidential. This will generally be the case for all information on products, projects and special working methods, as well as competition-sensitive information such as client details and personal details.

Like the client's permanent employees, you are in such cases obliged to observe strict confidentiality regarding this information. This not only means that you may not take written documents or USB sticks, etc. containing information with you, upload or download it or show or give it to others. It also means that you may not give this information to third parties orally.

The duty of confidentiality also relates to information on or belonging to us, which you know or can reasonably be expected to know is of a confidential nature. If you breach this duty of confidentiality and the client or we suffer damage as a result, we or the client can oblige you to pay compensation for the damage. Some clients will ask you to sign a separate non-disclosure agreement before you start working for them.

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 do not have to see in order to be able to do your job correctly.

## 9.2 intellectual property

As a payroller, you 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, in the same way as, in the case of employees on an "ordinary" employment contract, those

rights accrue to their employer. Some clients attach so much importance to these intellectual property rights that they ask our payrollers 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 employment contract 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.

The fact that the intellectual property rights accrue to the client or to us means that only the client or we determine what happens with those rights and the underlying work or inventions. Violation of those rights may mean that compensation must be paid for the resulting damage.

### 9.3 reporting data breaches

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 data breach or you suspect that one may have occurred, you must immediately report it using this [form](#).

### 9.4 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 about 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. Flexible workers have been represented in the works council since 1999. Since 2004, flexible workers and payrollers have had their own works council at the Randstad Group Netherlands: the Flex Works Council. Randstad Group Netherlands also has a works council for its corporate employees, the "permanent works council." Furthermore, a central works council has been set up for matters of common interest.

Employees are kept informed by their works council about the issues deliberated upon in the works council meetings. If you would like more 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 secretarial department 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](mailto:ondernemingsraden.randstad.groep@randstadgroep.nl).

### 9.5 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 one year of consecutive assessable work experience with us. Visit our website for more information about the Statement of Employment Prospects and the conditions. Needless to say, your contact can also tell you more about it.

### 9.6 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.

Do you feel you are being discriminated? 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 basic 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 Quality Line.

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

Randstad Nederland, attn Centraal Meldpunt Klachten (Complaints Reporting Center)

P.O. Box 12600

1100 AP Amsterdam Zuidoost

e-mail: [kwaliteitslijn@nl.randstad.com](mailto:kwaliteitslijn@nl.randstad.com)

telephone number: +31 (0)800 400 02 40

### Complaints form

The Quality 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 Quality Line. If possible, the complaint will be resolved immediately 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 more senior manager.

### 9.7 procedure for reporting serious abuses: whistleblower policy

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

The procedure for reporting serious abuses offers corporate employees, flexible workers, payrollers, clients and others an opportunity to report illegal practices or serious abuses at/by the Randstad Group Netherlands or its employees. "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. So this procedure can be used if all the options listed in 9.6 above have failed to resolve the problem satisfactorily or if there are fears of retribution.

Reporting abuses 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 person reporting. This report can be made



both by telephone and via the Internet. The access code below is needed for both channels.

Tel. +31 (0)800 773 2587 (free of charge, 24 hours a day)

Alternatively, visit the [speakupfeedback website](#)

Access code: 42100

### [house for whistleblowers](#)

If you have observed or suspect social abuses at work and you believe that the client or we are not following up your report properly, or if you have some other good reason for not following the internal procedure mentioned above, then you can go to the [House for Whistleblowers](#). The House for Whistleblowers has the legal authority to investigate abuses when it is in the public interest and, if necessary, to request documents and interview people. In principle, the reporter's identity will remain secret during this process. The findings of an investigation can be disclosed to the public.

### [9.8 confidential adviser](#)

If you wish to report "inappropriate behavior" (such as aggression, violence or sexual harassment) and, for any reason whatsoever, you cannot apply the complaints procedure (for this, see 9.6), please contact the confidential adviser on +31 (0)20 569 58 03.

### [9.9 procedure during a strike](#)

In the event of a strike, flexible workers, which includes payrollers, are by law not permitted to be employed with a client for the work and work location where the strike takes place. The purpose of this prohibition is to stop the placement of flexible workers from being a way to make strikes less effective.

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

Generally, you can continue the work you were doing during the strike period. You may not be employed to do the work of striking employees or striking flexible workers. For instance, this means you may not be transferred to work in a department that is on strike. Overtime is not allowed unless it is customary and it is

done during your regular work. Prior to a strike, you may work overtime to get ahead in terms of your workload. And after a strike, you may work overtime to catch up.

The trade unions may call flexible workers to go on strike. You are entitled to strike and it is up to you whether you respond to the 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. 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.

You may experience pressure from different sides to take part in a strike or not. Consider your options carefully, be aware of the consequences and talk to your contact.