

Welcome to Kapitein & Personeel

On the basis of your temporary employment contract, you will work for our clients. Your temporary employment contract stipulates that this employee handbook is part of our employment relationship. This employee handbook therefore forms the basis of our collaboration. This employee handbook sets out how a number of matters are arranged with us. A number of topics from the collective labor agreement for temporary workers are also explained in more detail. If you have any questions after reading this employee handbook, you can of course always contact us via info@kapiteinpersoneel.nl

What is important for the daily performance of your work

- Identification requirement: Make sure you always have an original and valid ID with you in the workplace.
- Industrial accident: Report this immediately to the manager on the shop floor and to JEX. Report sick immediately before 10:00 a.m. to us and the client. This must always be done by telephone!
- Alcohol, drugs and medicines: Do not use alcohol and drugs before or during working hours. Do you use medication with an orange or yellow sticker? Immediately inform your supervisor in the workplace.

Concepts

- Temporary Employee You, the person who enters into a temporary employment contract with us.
- Client The company to which you are made available by us to work under its direction and supervision.
- NBBU collective labor agreement The collective labor agreement for temporary workers. This always refers to the most recent NBBU collective labor agreement

Alterations

This employee handbook can be amended on our initiative, without requiring your permission, for example if relevant laws and regulations or the NBBU collective labor agreement change. Of course, you will be informed of any change and we will act as a good employer.

Employment relationship

As a temporary worker, you are covered by the NBBU collective labor agreement and you always work on the basis of a temporary employment contract. The temporary employment contract is the employment contract on the basis of which you work for the client through us. The client's management and supervision are the responsibility of the client. This means that the client gives the (work) instructions on the shop floor and tells you what to do. The client is also the one who must ensure a safe working environment.

Types of temporary employment contracts

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

1. the temporary employment contract with a temporary employment clause in Phase 1-2;
2. the temporary employment contract without a temporary employment clause in Phase 1-2;
3. the temporary employment contract for a fixed period in Phase 3; or
4. the temporary employment contract for an indefinite period in Phase 4.

Below you will find a brief explanation of each temporary employment contract. Then we explain the phase system in more detail.

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

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

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

The exclusion of the obligation to continue to pay wages also applies to this temporary employment contract. The temporary employment contract is entered into for a definite period of time and ends automatically on the end date.

3. *The temporary employment contract for a definite period in Phase 3*

The temporary employment contract that has been entered into for a definite period of time ends automatically on the end date.

4. *The temporary employment contract for an indefinite period in Phase 4*

The temporary employment contract for an indefinite period does not have an end date. This only ends if you or we cancel it or terminate it by mutual agreement.

Phase system

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

Phase 1-2. These phases last a total of 52 weeks worked. This means that you are always working in Phase 1-2 as long as you have not worked for more than 52 weeks. Every week in which you have worked, or take holidays and have them paid out, counts towards the accrual of Phase 1-2. The number of hours you work in a week is not important. It also doesn't matter how many different clients you work for through us.

Phase 3. You are employed in Phase 3 if our employment relationship is continued within a period of six months after the end of your Phase 1-2 temporary employment contract. Phase 3 lasts a maximum of three years. In Phase 3, we are allowed to enter into a maximum of six temporary employment contracts for a fixed period. The duration can differ per temporary employment contract. After six temporary employment contracts or if you have been working in Phase 3 for more than three years, we have the option of moving you on to Phase 4. In Phase 3, the temporary employment clause is not applied.

Phase 4. You will be employed in Phase 4 if our employment relationship continues within a period of six months after completion of Phase 3. In Phase 4, you will work on the basis of a temporary

employment contract for an indefinite period. There is also no temporary employment clause in Phase 4.

Obligation to provide information about employment history

When registering, you have given us truthful and complete information about your personal details, education(s), employment history and work wishes. If we find that you are dishonest about your employment history, this may be a reason for dismissal.

Reward

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

Hirer's remuneration

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

- a. the applicable period wage in the scale for the job group in which you are assigned;
- b. reduction of working hours where applicable;
- c. all surcharges;
- d. initial wage increases (amount and time as determined by the client);
- e. all expense reimbursements;
- f. periodicals (amount and time as determined by the client);
- g. compensation for travel hours and/or travel time related to the work (unless the travel hours or travel time are already considered to be hours worked);
- h. one-off payments;
- i. homeworking allowances;
- j. fixed end-of-year bonuses (amount and time as determined by the client)

Working time sheet

The timesheets are proof of the number of hours you have actually worked. You must therefore always fill in the time sheets completely and truthfully. You fill in the work time sheet in which you have worked and whether there is overtime and/or shift work. The timesheet must be completed every week and approved (signed) by the responsible person at the client. The hours can also be read in automatically based on a planning and/or clocking system. You are responsible for clocking in and out correctly. Unsolicited hours cannot be paid out.

Working hours

In principle, you work at the working hours that are customary at the client. It is important that you are always at work on time! This is an important part of assessing your working posture. If you are late for work (too often), a sanction can be imposed for this.

Overtime

If the client's business conditions make it necessary, we expect you to be willing to work more hours than agreed. Whether these additional hours are considered overtime depends on the client. For some clients, this is assessed per day (for example, the hours above eight hours per day) and for other clients per week (for example, more than 40 hours per week). In most cases, overtime entitles you to an overtime allowance. For this we follow the applicable regulations of the client.

Working Hours Act

The Working Hours Act prescribes the maximum amount of time you can work in a row and the minimum rest periods between shifts worked. The client, we and you have a joint responsibility to ensure that the rules for working time, rest time, break and night work are followed. The client cannot demand that you violate the rules of the Working Hours Act. If such a situation does occur, you must contact us immediately via info@kapiteinpersoneel.nl

Working conditions

Your safety, health and well-being are our top priority. We make clear agreements about this with our clients. As our temporary worker, you will be equated with the client's own employees for the purposes of the Working Conditions Act. This means that the client must also ensure good working conditions towards you. It also means that you must strictly follow the regulations and instructions of the client with regard to working conditions. If there are safety risks at work, you will be informed about those risks before the start of work. It also indicates how to deal with those risks.

Norms and values

Kapitein & Personeel is an open organization where everyone can be themselves and where personal boundaries are respected. We are an organization in which there is no room for discrimination on any ground and where people take into account each other's preferences, wishes and boundaries. We expect you to:

- you behave like a good employee;
- you have a professional work attitude;
- you do not engage in undesirable behaviour, such as sexual harassment, aggression, violence and discrimination;
- you look neat and tidy; and
- you adhere to the regulations and business rules of the client.

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

Alcohol, drugs and medicines

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

Leave

If you have full-time employment (40 hours per week), you are entitled to 16 2/3 hours of vacation per month. This amounts to 25 vacation days per year. If you work less, you will receive a proportional share of this. If you want to go on holiday, you can take the necessary holidays insofar as you have accrued them. Prior permission from us is required to take a holiday. You can take a maximum of three consecutive weeks of vacation. We can deviate from this by mutual agreement. You can find the amount of these reservations per week on your payslip. In addition, you can read in Articles 26 to 29 of the NBBU collective labor agreement what is reserved and how you can access it. Article 29 of the NBBU collective labor agreement states how and when the reservations are paid.

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

Payment of holiday pay

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

Holidays

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

- New Year's Day;
- Easter Monday;
- Ascension Day;
- Whit Monday;
- Both Christmases;
- King's Day or a day that replaces it; and
- Liberation Day in lustrum years.

To determine whether a public holiday falls on a day that can be regarded as a working day for you, we use the following rules from the NBBU collective labor agreement:

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

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

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

Illness

If you are ill and therefore unable to work, this is called absenteeism. How we deal with absenteeism is regulated in our absenteeism regulations. The absenteeism regulations are also part of your temporary employment contract. The first day of illness is at your own expense, after which absenteeism cases are handled on our behalf by Ontzorgdesk.

Short-term absenteeism

You are entitled to short-term absence if you are unable to perform your work for a reasonable period of time, for example by:

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

Maternity leave

If you are pregnant, we need a pregnancy certificate to register your pregnancy with the UWV. The UWV will pay for your pregnancy and maternity leave. As a woman, you are entitled to at least sixteen weeks of leave in the event of pregnancy and childbirth. In consultation with us, you determine how many weeks before the due date you will continue to work. The leave starts a maximum of six weeks and a minimum of four weeks before the due date.

Paternity leave

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

Special leave

You are entitled to special leave in the cases referred to in Article 28 paragraph 3 of the NBBU collective labor agreement. How this is arranged can be found in Article 28 of the NBBU collective labor agreement.

Carers' leave

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

Company closure

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

Industrial accident

If you have had an industrial accident, you must always report this immediately to your supervisor in the workplace and to us. You must also do this if the industrial accident does not lead to absenteeism. In this way, we can better guarantee your safety towards the client.

Take out health insurance

If you work (temporarily) in the Netherlands as a migrant worker, you are obliged to take out Dutch health insurance. In that case, we can take out health insurance for you with Van der Voort Groep. Do you not (yet) have health insurance and/or do you want to join Van der Voort Groep through us? Report this to your coordinator before the start of your work.

Schooling

You have the opportunity for training within our employment relationship. You can submit a request for training via your coordinator. Together we will then look at which education or training suits you. Upon termination of employment, we can deduct (part of) the training costs from your transition allowance if the education or training contributes to broadening your employability.