

## Work regulations



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Work regulations

## 1. BASIC INFORMATION

<b>Company name</b>	<b>Circet Belgium</b>
<b>Nature of the activity</b>	PC149.01 - Electricians: installation and distribution PC200 – Employees
<b>Company number (VAT number)</b>	<b>ES@S Field Services BV</b> 0810.973.250  <b>CIRCET Professional Services BV</b> 0479.717.656  <b>CIRCET Telecom NV</b> 0880.735.551  <b>People and Technology at Work NV</b> 0536.166.609  <b>CIRCET 3Services NV</b> 0874.125.297  <b>Circet Benelux NV</b> 0665.840.662  <b>Circet Infratechniek NV</b> 0885.415.307

### Collective labour agreements and/or collective agreements made in the company

Following CLAs or collective agreements concerning working conditions were made at corporate level:

- The CLA concerning the introduction of compensation for clothing was made on 13/05/2019 for the entities CIRCET Professional Services and CIRCET Field Services
- The CLA concerning the introduction of night work was made on 17/12/2013 for CIRCET 3Services
- The CLA concerning the introduction of compensation for clothing, made on 13/11/2020 for the entity CIRCET 3Services (registration yet to be approved by the court registry)

**National Social Security Office (NSSO):**

Hortaplein 11  
1060 BRUSSELS  
Tel.: 02 509 31 11  
Fax: 02 509 30 19

Registration number:

**ES@S Field Services BV**  
1841508-13

**ESAS Professional Services BV**  
1762615-12

**ESAS Telecom NV**  
1803724-69

**People and Technology at Work BV**  
1970581-18

**ESAS 3Services NV**  
1793933-51

**Circet Benelux NV**  
1010813-71

**Circet Infratechniek NV**  
1817856-62

**Workers' compensation insurance**

Registration number:

**ES@S Field Services BV**  
Allianz – 01PK08027378

**ESAS Professional Services BV**  
Allianz – 01PK08027377

**ESAS Telecom NV**  
Allianz – 01PK08036870

**People and Technology at Work BV**  
Allianz – 01PK08035251

**ESAS 3Services NV**  
Allianz – 01PK08027382

**Circet Benelux NV**  
Allianz – 1PK08045133

**Circet Infratechniek**  
Allianz – 1PK08045391

**External service for prevention and protection at work:**

IDEWE  
Entrepotkaai 15  
2000 Antwerp

**Social security secretariat**

SD worx  
Brouwersvliet 2  
2000 Antwerp

**Fund for Livelihood Security for the Electricians sector (VOLTA):**

Marlylaan 15/8  
1120 BRUSSELS  
Tel. : 02 476 16 76  
E-mail : [info@volta-org.be](mailto:info@volta-org.be)

**Social Fund of the additional joint committee for employees**

Stuiverstraat 8  
1000 BRUSSELS  
Tel.: 02 512 93 36  
Fax: 02 514 59 94

**Vacation fund**

National Office for Annual Vacation (RJV)  
Warmoesberg 48  
1000 Brussels  
Registration number:

**Es@s Field Services**  
1841508

**ESAS Professional Services**  
1762615

**ESAS Telecom**  
1803724

**ESAS 3Services**  
1793933

**CIRCET Infratechniek**  
1817856

**Service for safety and health**

Name of the head of the department of the internal service for prevention and protection at work (and of his deputies, if any)

Rudi Calcoen  
Quinten Van den Schilden  
Luca Vanheusden

Names of people who can provide first aid in case of accidents  
: see supplement

Name of confidant in case of sexual harassment or bullying at work: see supplement

Name of the prevention advisor appointed for the protection of employees against violence, bullying and sexual harassment at work:

**Idewe**

David De Ridder  
03/218 83 83

**Works Council (see supplement 5)**

**CBBW – TBE Wilrijk (see supplement 5)**

**CBBW – TBE Beringen (see supplement 5)**

**Trade Union Delegation (see supplement 5)**

## **2. General provision**

The present regulations manage the employment conditions of all employees of the company and of the people in the company that, other than under a contract of employment, perform labour under the authority of another person, regardless of their age, gender or nationality.

Deviations from the work regulations are possible in individual cases, provided that the legal and regulatory provisions are respected. These deviations must be recorded in two written copies of which both the employer and employer receive one.

Cases that are not mentioned in these regulations will be resolved based on legal and regulatory stipulations, or in case of absence of these, by the works council if it falls under their authority.

These work regulations are available digitally on a digital platform that is made available to all employees.

When the employer makes a concrete offer (concerning employment conditions for a possible recruitment) to a candidate, the applicant receives the work regulations so they are informed about employment conditions not explicitly mentioned in the written employment contract to be concluded. The employee signs to indicate they received the work regulations at the latest at the actual start of employment.



### **3. Working hours regulation**

#### **Commencement of work**

The employees have to arrive to work on time to start working at the established time. Deviations from the established time are possible in mutual agreement and according to specific necessities of the work to be carried out.

The modalities concerning the monitoring of absences has been determined to be as follows:

For field employees, the registration of working hours with the goal of salary payments, happens in an electronic system, namely a WFM system (Workforce Management system: Service Cruiser now of deposit of these work regulations 15/03/2023) in combination with geolocation or a similar system.

The registration of presences and absences of other employees, with the goal of salary payments, happens in an electronic system.

#### **Working hours regulation for blue-collar workers and employees**

The maximum working hours are established at **38 hours a week**.

This is the average weekly working time that has to be followed on a yearly basis, according to the joint committee.

These average working hours were converted to an effective system of **40 hours per week** with the granting of 12 catch-up rest days per year.

These are granted as follows: **In mutual agreement**

The start and end of workdays, the time and duration of breaks, are established as indicated in the schedules. The attached schedules do not apply to people that have a supervising or confidant position, as established in the Royal Decree of 10.02.1965.

Keeping the 'Workable Flexible Work Act' (Werkbaar Wendbaar Werk) in mind, several categories of employees have flexible working hours. Their modalities are concluded in Supplement A.

The registration of working hours, with the goal of salary payments, happens in an electronic system, namely a WFM system (Workforce Management) in combination with geolocation or a similar system.

For other employees the registration of presences and absences, with the goal of salary payments, happens in an electronic system.

Social services are accessible from 7:00-18:00.

The parties acknowledge that the schedule is an essential part of the employment agreement, as recorded in the employment regulations law of 03/07/1978. Changes herein can thus only happen in accordance with this legislation.

#### **Track&Trace**

The company uses a system of track and trace via GPS.

All company cars will be equipped with this system, as described in the CLA of 29/11/2022.

Objectives:

The use of the track and trace system via GPS has the objective of:

- protecting the goods of the company, notably the company cars.
- safety protection.
- verifying the exclusively professional use of the company cars. Private usage of company cars is not allowed, unless indicated otherwise in the individual employment.
- controlling the employees' working hours and location data for the calculation of the mobility allowance.

Light cargo with a value of more than 60.000,00 EUR is always equipped by Arval (lease company) with an Arval Active Link pre-equipment, which is a track & trace that is only switched on in case of theft:

- when indicated by the driver and/or Fleet based on a police report;
- Arval lets Artel (the supplier) activate the device;
- Artel reports the location to the police

Guarantees:

The employer will process GPS data based on justified concerns and all obligations concerning privacy legislation will be respected herein, as well as technical and organisational measures.

The employer will never use the data in a way that is incompatible with the explicitly described goal. Surveillance, also considering the purpose, will always be adequate, pertinent and not excessive.

The principle is that the Track & Trace mechanism will not interfere with the personal life of the employees. The systems are regularly evaluated and eventually revised in function of technological developments to guarantee technical organisational measures so security can be guaranteed as well.

### **Place and nature of work**

Every employee is obliged to perform the work assigned to him carefully, honestly and accurately, and to strictly carry out the orders and instructions given.

The supervision of the work is done by the employer or his appointee(s). These have the right to check the presence of the worker, to distribute the work and give the necessary orders for its proper execution, as well as to check the work delivered.

The two parties are mutually bound to observe the rules of respect, justice, morality, politeness and courtesy.

### **Normal Rest days**

- The following are considered normal rest days:
  - A. Sundays
  - B. Paid holidays:
    - (1st January, Easter Monday, 1st May, Ascension Day, Whit Monday, 21st July, Assumption Day, All Saints, 11th November, Christmas).
    - The substitution of holidays that coincide with an inactivity day has been decided as follows: **To be planned in mutual agreement**
  - C. Legal annual holidays
    - The duration of the annual holiday as well as the granting modalities have been decided on the basis of the coordinated laws of 28 June 1971 and the implementation decisions (Royal Decree of 30 March 1967)
  - D. Days of short leave
  - E. Catch-up rest days for work on Sunday
  - F. Catch-up rest days due to decreased working hours under the reduction of working hours
  - G. The agreed upon dates below (local fairs, and others....)

**Collective closing of the company due to annual holidays following legal provisions:**

If a period of collective holidays is established, the personnel will be made aware of its date annually:

- through electronic notifications on e-boards (Sharepoint) of the company or through email
- via a supplement with the present work regulations.

Vacation taken out on an individual basis, is decided in consultation with the employer, minding the needs of the company and its smooth operation. The request needs to be written and delivered electronically to the employer. The employer's approval also needs to be written and delivered electronically. If the employee cannot proof their employer's approval, their absence will be viewed as unauthorized, unless there were other legal grounds for suspension that were reported correctly.

Leave means both annual vacation and catch-up rest (ADV) days and other extra-legal leave days (e.g., mobility leave, age leave and freely electable paid holidays). It thus refers to a percentage of the total elective days off.

**Rest days- related to JC 149.01:**

**1. Career leave**

Starting from the calendar year they turn **58 years**, every blue-collar worker is entitled to 2 days career leave annually.

Starting from the calendar year they turn **60 years**, every blue-collar worker is entitled to **1 additional career leave day, additionally** to the two days career leave starting from the age of 58.

Age	Career leave
58-59 years	2
60 years +	3

This is a recurring right, meaning that the blue-collar worker maintains their career leave in the years after achieving the necessary seniority. The calculation of the remuneration for this additional leave should happen in accordance with the legal regulations concerning holidays.

**This regulation is subject to a potential change in the sector CLA of 27/09/2017.**

**2. Mobility leave**

From 1st January 2019 workers that travel at least 43 000 km in a year receive a day of mobility leave. This additional day of paid leave is granted in the calendar year that follows the calendar year in which the necessary number of kilometres was reached. From 1 January 2022 the number of kilometres is reduced to 40.000 km.

**This regulation is subject to a potential change in the sector CLA of 30/03/2022.**

### **Timing of leave planning**

- Procedure concerning requesting leave
  1. Employees that wish to take an extensive leave, are asked to request it before the 31st of December of the year previous to the year with leave. The counters for the year with vacation are released during October prior to the year with vacation. Hereafter applications can be submitted.
  2. This allows Dispatch/the supervisor to put all requests received before 31st December together to try to find a fitting solution for as many employees as possible through mutual dialogue and possible compromises. The decision concerning these requests will be announced to employees at the latest on 15 January of the year of the leave.
  3. All requests that reach Dispatch/the supervisor after 15<sup>th</sup> January are handled on “first come, first serve” principle. Requests made between 1 and 15 January are fit into the puzzle Dispatch tries to make where possible, but this cannot be guaranteed.
  4. Dispatch/the supervisor approves or denies requests within 5 workdays for all requests made from 1st January of a given year (excluding the period between 1<sup>st</sup> January and 15<sup>th</sup> January, when the focus is on fitting together leave requests made at the latest on 31<sup>st</sup> December). Dispatch/the supervisor aims to do so within two working days where possible.
  5. Requests that are not approved or denied within 5 workdays (again, excluding requests made between 1<sup>st</sup> and 15<sup>th</sup> January) are considered approved, unless Dispatch and the employee agreed upon another deadline to find a fitting solution.
  6. If a request is denied, a motivation for the refusal will be provided.
  7. Diversions from the rules listed above (2-5) are possible in coordination between the employee and the supervisor/Dispatch.
- Rules concerning this procedure
  - 60% of legal holidays are to be planned before 31st March of the ongoing year
  - 80% of the total leave is to be planned before 31 Augustus of the ongoing year

These rules are considered guidelines to guarantee a smooth functioning of the organisation. They cannot be imposed as mandatory.

New employees that are employed during an ongoing year should follow the rules listed above as soon as possible.

Employees should have the opportunity to take two weeks of continuous leave in the period between 1<sup>st</sup> May and 31<sup>st</sup> October.

For employees younger than 18 years, that leave amounts to three weeks. A continuous leave of a week should be guaranteed in any case.

### **Working on Sunday and on holidays**

Sundays and holidays are normally considered normal rest days. However, deviations from this general rule are possible so that they can be worked on.

As an exception, the following work may be carried out on a Sunday insofar as it is not possible to carry it out on a different day:

- work carried out to manage an occurred or imminent accident
- urgent maintenance of machines or materials that is necessitated by an unforeseen urgent circumstance

This list is non-restrictive and can be expanded upon in accordance with legal provisions.

### **Working at night**

Working at night refers to work carried out between 20:00 and 6:00.

Generally, no work is carried out at night. There are some legal deviations from this general rule, such as:

- sanitation, repair and conservation work that is necessary for the regular continuation of company activities.
- work carried out, in the company or on behalf of third parties, to manage an imminent accident or for urgent maintenance of machines and materials, in case that the execution of said work outside of regular working hours is necessary to prevent serious obstacles for normal company activities.
- carrying out work due to an unforeseen necessity, provided that the trade union delegation approved in advance or that it was notified afterwards and that the Inspection was made aware of social regulations.

The salary of employees working at night will be adjusted in accordance with norms defined in the CLA of 1<sup>st</sup> April 2001.

## **4. Recruitment**

Every employee should carry out the work for which they were recruited.

The employees are recruited by the employer or by their proxy.

At the commencement of work, the employee should provide the employer all information concerning their identity, their civil status, the potential composition of their family, etc. To this end, the employee has to provide their ID, their labour card (for foreigners from outside the E.E.C.).

The employee commits themselves to spontaneously and without delay notify the employer of every change in their civil status and every other change in their conditions that influence the application of the law.

## **5. Termination of the employment agreement**

### **Ways of termination**

An employment agreement ends in accordance with the latest legal provisions. These can be consulted on <https://werk.belgie.be>

### **Pay due upon termination of agreement**

In case of termination of the employment agreement, the pay due should be paid out the following workday.

At the end of the agreement, the employer hands the employee a certificate stating the start and end dates of the contract and the nature of the work performed, as well as the legal and regulatory documents to which they are entitled according to the termination.

### **Urgent reasons**

DISMISSAL DUE TO URGENT REASONS is defined as follows: “the severe deficiency (severe mistake) that immediately and definitively makes any professional cooperation between employee and employer impossible”. The following can be, subject to the judgment of the labour courts, considered as severe mistakes warranting immediate dismissal of an employee without notice or renumeration: unjustified absences, abuse of confidence, theft, insubordination, aggressive behaviour, acts of unfair competition, ...

Some examples of the categories lists above are:

- repeated unjustified absences after receiving warnings;
- refusal to perform the entrusted labour within the established working hours, unless an LMRA has been conducted where justifiable, and every clear action of insubordination;
- repeated violations, after receiving warnings, of elementary safety rules (such as not wearing Personal Protective Equipment);
- failing to comply with a smoking ban in a dangerous place despite a clear ban;
- sharing secrets or confidential information of the company, clients or suppliers with third parties;
- carrying out similar work at competing companies during a period of unemployment covered by a medical certificate;
- theft;
- partaking in the founding of a competing company or partaking in activities of a competing company;
- every act of unfair competition, regardless of the statute under which the activity is carried out and regardless of whether the activity was carried out during employment or during suspension of the employment agreement, with exception of subsidiary activities and secondary occupations that the employer was made aware of and has approved;
- violating the provisions established in the individual employment agreement or enclosed in these work regulation;
- forging of medical certificates and registered working hours;
- alcoholism and drug usage;
- spreading, in whichever way, of images of text through and in the company, of a nature that is legally or societally unacceptable, including of a racist or pornographic nature;
- acts of violence (verbal as well as physical), bullying and sexual harassment, moral intimidation
- acts of “cybercrime”;
- non-compliance, in case of repeated formal notice, with the obligation of registration at work sites, where this is legally applicable or where imposed by the employer;
- repeatedly using the company car and/or fuel card for private usage when prohibited;
- malicious manipulation of registered location data and working hours;
- spreading or posting of unrelated printed materials or other writings in the company, spreading propaganda, organizing collections or offering items for sale, without prior approval of the employer, subject to union work that, if necessary, will not disrupt work organization

Dismissal for an urgent reason may no longer be given without notice or before the expiration of the term, when the fact justifying it has been known to the party claiming it for at least three working days.

Only an urgent reason that were notified of within three working days following the dismissal may be invoked to justify the dismissal. Under penalty of nullity, notification of the urgent reason shall be made either by registered letter or by bailiff's writ.

## **6. Renumeration**

### **Manner of renumeration for blue-collar workers**

The salary is determined on an hourly basis.

The salaries comply with the Collective Labor Agreements (CLAs) regarding the salary and labour conditions established in the authorized joint committee under which the company is responsible for its workers.

The nature of work, the salary, its payment and all conditions that are deemed necessary for the performance of work are indicated in the individual employment agreement; otherwise, the provisions in these regulations apply to all clauses that are not explicitly mentioned.

The measurement of labour for determination of wages happens using electronic work reports, hourly records, and employer approval.

### **Manner of remuneration for employees**

The remuneration of employees is determined monthly. In case the remuneration is not paid monthly, every other payment type is established in an individual employment agreement or a collective written agreement. The remuneration are following the CLAs concerning the working and salary conditions established in the authorized joint committee under which the company is responsible for its workers.

The measurement of labour for determination of wages happens using electronic work reports, hourly records and employer approval.

### **Deductions from remuneration**

There cannot be deductions from the employee's salary except:

- those prescribed by social security and tax laws;
- advances paid in cash by the employer;
- any compensation and indemnities owed by the employee under article 18 of the law of 3.7.1978 on labour contracts (fraud, serious fault or slight fault that occurs more on a usual than accidental basis), determined in writing after the facts in agreement with the employee, or by the court.
- franchise in case of company car damages: franchise rules will be applied as described in the car regulations. With permission, its payment can happen through a deduction from remuneration or through a deposit into the employer's account. The rules concerning this are described in the "car policy".

The Wage Protection Act defines the limits of the employer's right to make deductions from wages.

### **Pay period for blue-collar workers**

The closing of the deposit is done no later than **the 15th of the month**. The payment is made the day after. If the 15th falls on a Saturday, then the payment will be made before the weekend. If the 15th falls on a Sunday, then the payment will be made after the weekend.

No complete payroll statement is provided regarding the salary payment of the advance.

The salary payment is made via **bank transfer**

Workers' pay statements are closed monthly on the **first working day** of the month. Their payment is made no later than the **5<sup>th</sup> working day after** the work period for which the payment is made. With each payment, the employer provides the worker with the legally required pay statement, either in paper or electronic form.

### **Pay period for employees**

Employee payroll statements are closed monthly no later than the **last working day** of the month.

The salary payment is made via **bank transfer**

The payment is made on **the last work day** of the month.

With each payment, the employer provides the worker with the legally required pay statement, either in paper or electronic form.

#### **Complaints concerning salary calculations**

Complaints regarding incorrect payroll should be communicated to HR as soon as possible so that any errors can be corrected as soon as possible.

## **7. Suspension of the employment agreement**

The execution of the employment agreement is suspended according to reasons listed in the legislation concerning the employment agreement.

When the company is closed because of the annual vacation period, the employer shall issue the prescribed unemployment certificate to the employees who are not entitled to vacations and vacation pay for the entire period of closure.

#### **Absence due to incapacity for work caused by illness or accident**

##### ***Justification of an absence caused by illness or accident.***

In order to benefit from the legal provisions relating to absence due to incapacity for work due to illness or accident, the employee must:

- a) Immediately notify the supervisor/dispatch and the client (if applicable) by phone of their absence, at the latest at the normal time the working day starts.
  - Employees: supervisor;
  - Workers covered by dispatch: dispatch;
  - Workers not covered by dispatch: supervisor;
  - If dispatch is unavailable: supervisor;
  - If working directly with a customer: in addition to the above, also notify the customer. However, failure to notify the customer cannot not in any way adversely affect the employee.
- b) - present a medical certificate within two days,
  - stating the incapacity for work and its duration.
  - the certificate should specify whether or not the employee may leave their residence

If the incapacity for work persists beyond the initially anticipated date, a new medical certificate must be submitted within the two working days following the expiration of the period initially established.

The certificate must be delivered electronically. The employee is expected to be able to present the original certificate to the employer on call and to keep it for a period of three months.

In addition, the employee must be examined by a physician authorized and paid for by the employer to verify that the employee is truly unable to work.

However, unless the employee's treating physician deems in the certificate that their health condition does not permit them to travel to another place, the employee must, if requested by the employer, present themselves to a physician authorized and paid for by the employer. Travel expenses incurred shall be borne entirely by the employer.

If the employee knowingly fails to attend the medical check-up without a valid reason (e.g., is absent from the medical check-up without a valid reason or the employee cannot be contacted), the employer may refuse to pay the guaranteed salary for the days of incapacity from the day the authorized doctor presented themselves for the control until the end of the incapacity for work. This will not be applied by the employer if the employee still presents themselves for examination and the control physician confirms the incapacity for work.



Any absence due to incapacity for work not supported by one or more medical certificates will be considered unjustified absence.

***Work accidents or accidents during the commute to and from work***

The employee who has sustained an injury, however insignificant, is obliged to take care of themselves using the first aid kit provided. If necessary, they may also obtain treatment from the First-Aid Service or the nearest hospital. They shall also inform their superior immediately. This also applies to any accident on the way to and from work. They will provide the employer with all useful information to report the accident at work. They will also actively cooperate in the accident investigation conducted by the Internal service for prevention and protection at work.

The supervisor will immediately prepare an internal work accident report and notify the employer's administrative services.

First aid kits for accidents, as required by the CODEX Welfare at Work Code, are located in the designated places and in vehicles.

Workers needing medical care because of an accident at work are free to choose their doctor, pharmacist and medical institution.

## **8. Rights and duties of supervising personnel**

The personnel, charged with the direction and supervision of work, replace the senior management of the company, each according to his assigned authority. They are responsible for the proper conduct of work and for compliance with the working conditions in force, such as attendance control, distribution of work, inspection of the work delivered, normal operation of machinery, maintaining order, discipline and good morals in the company and enforcing all measures, related to safety, electronic means of communication and telecommunications.

They have the right to remove any employee who presents themselves at work but is evidently unfit to work from the workplace.

They will perform their duties with due respect, fairness and courtesy to employees.

## **9. Rules concerning the use of electronic communication means**

### **Objectives and measures**

In accordance with the provisions of CLA nr.81 of 26th April 2002 and the legislature for protection of the personal life (Royal Decree 12.06.2002, Belgian Official Gazette 29.06.2002), these measures aim to:

- define the access and/or use conditions of the electronic communication means in the internal and external network (electronic mail and Internet access) of the enterprise and
- determine the control modalities for this use, considering, on the one hand, the right of each employee for respect for their private life and, on the other hand, the necessities of the good functioning of the company.

### **Use of electronic communication means**

To optimize communication in the company and with third parties and to improve productivity and quality of work, the employer provides the following electronic and online communication means in the framework of the execution of the employment:

- Internet access for employees at headquarters
- An email for all employees

### **Terms of use**

- a. The use of internet and email is technically only allowed for professional reasons. The employer exceptionally allows the use of private purposes provided that such use does not harm good business and morals.
- b. The employee is prohibited from accessing, using, distributing, printing or editing material via the electronic communication system, some examples of which are listed below:
  - Fraudulent, illegal, sexual, sadistic, obscene, harassing, offensive or racist,
  - Incompatible with established professional, social, ethical and/or legal standards of the company,
  - Acts of competition against the company,
  - Copyright infringement,
  - Violation of trade secrets and breach of confidential information of the company,
  - Downloading files unrelated to work,
  - Games,
  - Signing up for pornographic sites,
  - Participating in electronic chain letters that disturb and disrupt the information network of the company,
- c. Every email (excluding those of a private nature) is sent with the following sender's details:
  - First and last name of the employee,
  - function,
  - name of the organisation,
  - phone number,
  - email and website.

### **Safety instructions**

Every employee who detects or suspects misuse of or intrusion within electronic files and/or detects or suspects virus infections, has a duty to report it to the network administrator.

### ***Privacy Control***

Employees are not allowed to intercept, access (or attempt to access) any electronic communication not intended for them unless explicitly authorized to do so by their supervisor.

The employer respects the rights of its employees including the corresponding expectation of privacy.

On the other hand, the employer is responsible for the availability and security of their electronic communication services. To accomplish this, it may occasionally be necessary to monitor electronic communications.

When investigating a communication problem, it may be necessary for the ICT service desk to consult its contents. Under no circumstances should the ICT service desk consult the content out of self-interest (curiosity). Consulting communications should also always be done in accordance with the '4 eyes' principle.

### **Monitoring modalities**

The employer and the supervising personnel can regularly perform general global controls of usage of internet access and/or email for private purposes, if these controls are in the context of the following purposes.

- preventing illicit or defamatory acts, acts contrary to morality or likely to harm the dignity of another person.  
E.g.: hacking computers, leaking medical files or personnel management data, consulting pornographic or paedophilic sites, or sites that incite discrimination because of race, ethnicity, religion, etc. The employer may therefore block access to sites whose content it deems illegal or offensive.
- The protection of the company's economic, commercial and financial interests of a confidential nature and the prevention of practices contrary to them.  
E.g.: any form of degrading advertising (as defined by the law of July 14, 1991 on trade practices), file distribution or also violating business secrets, etc.
- The security and/or proper technical operation of the company's network systems (including control of the costs associated with them) as well as the physical protection of the company's facilities.

E.g.: overload or spread of viruses, etc. To this end, the employer can use software that detects the sending of electronic chain emails or isolates and/or blocks extremely large emails

- To comply in good faith with the principles and rules governing the use of online technologies as previously provided in this document.

As part of this audit, only electronic communications data that is adequate, relevant and not excessive in relation to the purpose being pursued or any other compatible purpose will be collected. It concerns general information such as data about:

- the addresses of the websites consulted,
- the duration and the moment of connection,
- the amount and the volume of outgoing emails per work post,
- etc.

When the employer noticed an irregularity during control, they will proceed to individualize the data collected in order to determine the identity of the "guilty" employee. Individualizing can be direct or indirect depending on the goal of the control:

- if it is an irregularity detected during an inspection aimed at preventing either unauthorized or defamatory acts or acts contrary to morality, or ensuring the security and/or proper functioning of the company's network, the general data collected are individualized without any prior formality or prior agreement of the employee (**= direct individualization**)
- if, on the other hand, the irregularity is discovered during an inspection carried out to check that employees comply with the rules in force, the data may be individualized only after the employee(s) have been notified (= indirect individualization) The employer will in fact inform the employee in advance of the existence of an irregularity and of the establishment of a procedure for individualizing the data if the irregularity is of a recurrent nature (the so-called "alarm bell phase")

Before deciding on a possible sanction as established previously in these work regulations, the identified employee will be invited to a meeting with the employer. During the conversation, the employee, possibly assisted by a union representative, voices their objections to the proposed action (sanction) and explains their use of the electronic means of communication to which he has access.

## **10. Rules concerning the use of telecommunication means**

### **Glossary**

For the purposes of these employment regulations, means of telecommunications will mean telephone, SoftPhone, Smartphone, GSM, laptop and any other means or technology used to transport data and signals over distance (whether using wire, radio waves, optical or other electromagnetic means). For the following paragraphs, "means" means telecommunications equipment.

### **Ownership rights**

All communication that takes place over the company network and is not specifically identified as the property of another party is considered the property of the employer. It is the employer's objective to prevent possible abuses such as: foreign access, theft, destruction, alteration, improper use.

Information belonging to third parties who have a contractual relationship with the employer is also protected in accordance with existing contracts and GDPR guidelines.

### **Objective of the measures**

These measures aim to:

- regulate the terms of allocation and use of resources provided by the employer and to,
- regulate the bringing in and use of private resources within the company and during working hours.

### **Assigning conditions and terms of usage**

Their use is generally only allowed for professional purposes during working hours.

The allocation conditions, usage conditions and any sanctions for the use of phone/Smartphone provided will be included in the Phone Policy.

## 11. Work safety

Employees must pay due attention to their own safety and that of their colleagues.

Therefore, the employer or its delegates should hear employees' complaints in the form prescribed by the legal provisions.

The workers must inform the members of the Committee for Prevention and Protection at Work or, in their absence, the members of the trade union delegation or, in their absence, the employer or its delegates, of any danger they detect to goods, equipment and material at their disposal.

Together with the trade union delegation, where it exists, the employer must investigate these complaints and take appropriate action.

Pending a ruling on his complaints, the employee may not use the material or equipment he considers dangerous or remain in dangerous conditions, without limiting the application of Article 27 of the Law on Labor Contracts.

## 12. Sanctions

Sanctions can be imposed when the employee commits shortcomings regarding their obligations. They can be applied if they commit the following violations, among others:

For repeated minor professional misconduct, fraud and serious misconduct.

The following sanctions can be imposed:

- **reprimand;**
- **written warning;**

The sanctions, under penalty of nullity, must be brought to the attention of the employee who incurred them by the employer or their appointee no later than the first working day following that on which the deficiency was found.

## 13. Disciplinary actions

The employer and their representatives are obliged to implement the same rules of justice, morality and esteem towards all employees and not to make any distinction between executive and managerial staff in this respect. Orders and instructions, necessary for the proper performance of work, shall be given with respect for each person's personality and profession, in a spirit of good human relations and of professional and social promotion, without affecting the dignity of the employees.

Special attention should be given to the young, the disabled and the foreign labour force.

Supervisory and executive personnel owe each other mutual respect.

Complaints and comments shall be transmitted by the union delegation, or in its absence, by the hierarchical route.

The employer and their representatives are prohibited from performing acts contrary to morality, interfering with the private life of the employee, their family, their home, their beliefs and their membership in any organization. They are forbidden, among other things:

- from impairing dignity, social promotion and good relations among employees, relations between the employee and their union representative;
- making threats or insults, or harass, humiliate or mistreat employees;
- allowing premises, equipment, machinery, products, individual protective equipment to be used that do not meet safety and hygiene requirements.

Employers and their delegates must scrupulously comply with language legislation, both in their orders and instructions and in the social documents they issue to their staff. In particular, the following must be observed:

- the Royal Decree of 18<sup>th</sup> July 1966 about the use of languages in administrative affairs (Belgian Official Gazette of 2<sup>nd</sup> August 1966),
- the language decree of the Flemish community of 19 July 1973 (Belgian Official Gazette of 6<sup>th</sup> September 1973),
- the language decree of the Flemish community of 30 June 1982 (Belgian Official Gazette of 27<sup>th</sup> Augustus 1982).

## **14. Alcohol and Drug policy at CIRCET**

See supplement

## **15. Notification of this policy**

### **SIGNING PARTIES**

The undersigned, acting in the name of the employer, hereby confirm that these regulations have been submitted to the Works Council, in accordance with the legal procedure, and that agreement has been reached on all the terms and conditions included in these labour regulations.

For the employer,

For the employee's delegation (ABVV – BBTK – ACV – ACLVB)

Hilde Boschmans, as permanent  
representative of Managing Partners BV  
and acting as CHRO

## SUPPLEMENTS TO THE WORK REGULATIONS

## 16. Supplement 1: Schedules

### FULL-TIME schedules blue-collar workers with FLEXIBLE WORKING HOURS

When drafting employment agreements, the following schedules are used for following projects  
This list is non-exhaustive:

Project	Schedule
Proximus OST	7 – 7A – 7B – 7C – 7D – 7 <sup>E</sup> – 8 – 8A – 8B – 8C – 8D – 8 <sup>E</sup> – 10
Proximus FIS	7
VOO CI / NI	7 – 9
ORES	7
Fifthnet VC	6 -7
Neo/ Mantra	2 – 7
GIS	7
Charging stations	7
CREOS	7
EV	7
Engie	7
Xerox	6
Panda +	1 – 2 – 3 – 4 – 7
CAB	1 – 2 – 3 – 4 – 7
Mobile	1 – 2 – 3 – 4 – 7
Management & Maintenance	1 – 2 – 3 – 4 – 7

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 1 – 40h				Monday – Friday		
Fixed (Regular time)				6:00-11:30		
Fixed (Regular time)				11:30-14:00		
Variable (Sliding time)				14:30-15:30		

\*Break of maximum 60' between 11:30 ad 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 2 – 40h				Monday – Friday		
Fixed (Regular time)				6:00-11:30		
Fixed (Regular time)				11:30-14:00		
Variable (Sliding time)				14:00-15:00		

\*Break of maximum 30' between 11:30 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 3 – 40h			Monday – Friday			
Fixed (Regular time)			7:00-12:30			
Fixed (Regular time)			12:30-15:00			
Variable (Sliding time)			15:30-16:30			

\*Break of maximum 60' between 12:30 and 15:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 4 – 40h			Monday – Friday			
Fixed (Regular time)			7:00-12:30			
Fixed (Regular time)			12:30-15:00			
Variable (Sliding time)			15:00-16:00			

\*Break of maximum 30' between 12:30 and 15:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 5 – 40h			Monday – Friday			
Fixed (Regular time)			7:30-12:30			
Fixed (Regular time)			12:30-15:00			
Variable (Sliding time)			15:30-16:30			

\*Break of maximum 30' between 12:30 and 15:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 6 – 40h			Monday– Friday			
Variable (Sliding time)			7:30 – 8:30			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-15:30			
Variable (Sliding time)			15:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 7 – 40h			Monday – Friday			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:00			
Variable (Sliding time)			16:00-17:00			

\*Break of 30' between 12:00 and 14:0

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8	8	8	8	8	
Schedule 7A – 40h (shifted work week)			Monday – Saturday			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:00			
Variable (Sliding time)			16:00-17:00			



\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8		8	8	8	8	
Schedule 7B – 40h (shifted work week)			Monday – Saturday			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:00			
Variable (Sliding time)			16:00-17:00			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8		8	8	8	
Schedule 7C – 40h (shifted work week)			Monday – Saturday			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:00			
Variable (Sliding time)			16:00-17:00			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8		8	8	
Schedule 7D – 40h (shifted work week)			Monday – Saturday			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:00			
Variable (Sliding time)			16:00-17:00			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8		8	
Schedule 7E – 40h (shifted work week)			Monday – Saturday			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:00			
Variable (Sliding time)			16:00-17:00			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 8 – 40h			Monday – Friday			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:30			
Variable (Sliding time)			16:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8	8	8	8	8	
Schedule 8A – 40h (shifted work week)			Monday – Friday			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:30			
Variable (Sliding time)			16:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8		8	8	8	8	
Schedule 8B – 40h (shifted work week)			Monday – Friday			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:30			
Variable (Sliding time)			16:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8		8	8	8	
Schedule 8C – 40h (shifted work week)			Monday – Friday			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:30			
Variable (Sliding time)			16:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8		8	8	
Schedule 8D – 40h (shifted work week)			Monday – Friday			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:30			
Variable (Sliding time)			16:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8		8	
Schedule 8E – 40h (shifted work week)			Monday – Friday			
Fixed (Regular time)			8:30-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-16:30			
Variable (Sliding time)			16:30-17:30			

\*Break of maximum 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 9 – 40h			Monday – Friday			
Fixed (Regular time)			10:30 – 14:30			
Variable (Sliding time)			14:30 – 15:30 *			
Fixed (Regular time)			15:30 – 18:30			
Variable (Sliding time)			18:30 – 19:30			

\*Break of maximum 30' between 14:30 and 15:30

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8	8	8		
Schedule 10 – 40h			Monday – Friday			
Fixed (Regular time)			11:30 – 15:30			
Variable (Sliding time)			15:30 – 17:30 *			
Fixed (Regular time)			17:30 – 19:15			
Variable (Sliding time)			19:30 – 20:30			

\*Break of 30' between 15:30 and 17:30

#### PART-TIME schedules blue-collar workers with FLEXIBLE WORKING HOURS

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8	8		8		
32h			Monday – Thursday			
Variable (Sliding time)			7:45 – 8:00			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-15:30			
Variable (Sliding time)			15:30-17:30			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
	8	8	8	8		
32h			Tuesday – Friday			
Variable (Sliding time)			7:45 – 8:00			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-15:30			
Variable (Sliding time)			15:30-17:30			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8		8	8		
32h			Monday – Friday			
Variable (Sliding time)			7:45 – 8:00			
Fixed (Regular time)			8:00-12:00			
Variable (Sliding time)			12:00-14:00 *			
Fixed (Regular time)			14:00-15:30			
Variable (Sliding time)			15:30-17:30			

\*Break of 30' between 12:00 and 14:00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8				8		
Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8		8		8		
20h				Week 1 Monday and Friday		
Variable (Sliding time)				7:45 – 8:00		
Fixed (Regular time)				8:00-12:00		
Variable (Sliding time)				12:00-14:00 *		
Fixed (Regular time)				14:00-15:30		
Variable (Sliding time)				15:30-17:30		
				Week 2 Monday, Wednesday and Friday		
Variable (Sliding time)				7:45 – 8:00		
Fixed (Regular time)				8:00-12:00		
Variable (Sliding time)				12:00-14:00 *		
Fixed (Regular time)				14:00-15:30		
Variable (Sliding time)				15:30-17:30		

\*Break of 30' between 12u00 and 14u00

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8	8					
16h				Monday and Tuesday		
Variable (Sliding time)				7:45 – 8:00		
Fixed (Regular time)				8:00-12:00		
Variable (Sliding time)				12:00-14:00 *		
Fixed (Regular time)				14:00-15:30		
Variable (Sliding time)				15:30-17:30		

\*Break of 30' between 12:00 and 14:00

## Schedules of blue-collar workers without flexible working hours

### FULL-TIME schedules

1	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	6:00 – 11:30	11:30 – 12:00	12:00 – 15:00
Tues	6:00 – 11:30	11:30 – 12:00	12:00 – 15:00
Wed	6:00 – 11:30	11:30 – 12:00	12:00 – 15:00
Thurs	6:00 – 11:30	11:30 – 12:00	12:00 – 15:00
Fri	6:00 – 11:30	11:30 – 12:00	12:00 – 15:00
Sat	-	-	-
Sun	-	-	-

Additional break of 30' from 9u00 – 9u30

2	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:00 – 12:30	12:30-13:00	13:00-16:00
Tues	7:00 – 12:30	12:30-13:00	13:00-16:00
Wed	7:00 – 12:30	12:30-13:00	13:00-16:00
Thurs	7:00 – 12:30	12:30-13:00	13:00-16:00
Fri	7:00 – 12:30	12:30-13:00	13:00-16:00
Sat	-	-	-
Sun	-	-	-

Additional break of 30' from 9u00 – 9u30

3	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:00 – 12:00	12:00 – 12:30	12:30 – 15:30
Tues	7:00 – 12:00	12:00 – 12:30	12:30 – 15:30
Wed	7:00 – 12:00	12:00 – 12:30	12:30 – 15:30
Thurs	7:00 – 12:00	12:00 – 12:30	12:30 – 15:30
Fri	7:00 – 12:00	12:00 – 12:30	12:30 – 15:30
Sat	-	-	-
Sun	-	-	-

4	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Tues	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Wed	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Thurs	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Fri	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Sat	-	-	-
Sun	-	-	-

4A	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	-	-	-
Tues	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Wed	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Thurs	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Fri	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Sat	08:00-12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-

4B	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Tues	-	-	-
Wed	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Thurs	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Fri	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Sat	08:00-12u00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
4C	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Tues	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Wed	-	-	-
Thurs	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Fri	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Sat	08:00-12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
4D	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Tues	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Wed	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Thurs	-	-	-
Fri	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Sat	08:00-12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
4E	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Tues	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Wed	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Thurs	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Fri	-	-	-
Sat	08:00-12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
5	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	-	-	-
Sun	-	-	-
5A	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	-	-	-
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-

5B	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12u30	12u30 – 16u30
Tues	-	-	-
Wed	8:00 – 12:00	12:00 – 12u30	12u30 – 16u30
Thurs	8:00 – 12:00	12:00 – 12u30	12u30 – 16u30
Fri	8:00 – 12:00	12:00 – 12u30	12u30 – 16u30
Sat	8:00 – 12:00	12:00 – 12u30	12u30 – 16u30
Sun	-	-	-
5C	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	-	-	-
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
5D	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	-	-	-
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
5E	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	-	-	-
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
6	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 -13:00	13:00 – 17:00
Tues	8:00 – 12:00	12:00 -13:00	13:00 – 17:00
Wed	8:00 – 12:00	12:00 -13:00	13:00 – 17:00
Thurs	8:00 – 12:00	12:00 -13:00	13:00 – 17:00
Fri	8:00 – 12:00	12:00 -13:00	13:00 – 17:00
Sat	-	-	-
Sun	-	-	-
7	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	-	-	-
Sun	-	-	-

7A	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	-	-	-
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
7B	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	-	-	-
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
7C	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	-	-	-
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
7D	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	-	-	-
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
7E	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	-	-	-
Sat	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sun	-	-	-
8	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	13:30 – 17:30	18:00 – 18:30	18:30 – 22:00
Tues	13:30 – 17:30	18:00 – 18:30	18:30 – 22:00
Wed	13:30 – 17:30	18:00 – 18:30	18:30 – 22:00
Thurs	13:30 – 17:30	18:00 – 18:30	18:30 – 22:00
Fri	13:30 – 17:30	18:00 – 18:30	18:30 – 22:00
Sat	-	-	-
Sun	-	-	-



9	1 <sup>st</sup> shift
Mon	20:00 – 04:00
Tues	20:00 – 04:00
Wed	20:00 – 04:00
Thurs	20:00 – 04:00
Fri	20:00 – 04:00
Sat	-
Sun	-

Paid break of 20 minutes of own choice

## Schedules Employees

### **FULL-TIME schedules**

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Tues	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Wed	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Thurs	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Fri	7:30 – 12:00	12:00 – 12:30	12:30 – 16:00
Sat	-	-	-
Sun	-	-	-

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	-	-	-
Sun	-	-	-

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:30 – 12:00	12:00 – 12:30	12:30 – 17:00
Tues	8:30 – 12:00	12:00 – 12:30	12:30 – 17:00
Wed	8:30 – 12:00	12:00 – 12:30	12:30 – 17:00
Thurs	8:30 – 12:00	12:00 – 12:30	12:30 – 17:00
Fri	8:30 – 12:00	12:00 – 12:30	12:30 – 17:00
Sat	-	-	-
Sun	-	-	-

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	9:00 – 12:30	12:30 – 13:00	13:30 – 17:30
Tues	9:00 – 12:30	12:30 – 13:00	13:30 – 17:30
Wed	9:00 – 12:30	12:30 – 13:00	13:30 – 17:30
Thurs	9:00 – 12:30	12:30 – 13:00	13:30 – 17:30
Fri	9:00 – 12:30	12:30 – 13:00	13:30 – 17:30
Sat	-	-	-
Sun	-	-	-

### Engie TBO

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	-	-	-
Sun	-	-	-

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	-	-
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	-	-
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	-	-
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	-	-
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	-	-
Fri	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Tues	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Wed	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Thurs	8:00 – 12:00	12:00 – 12:30	12:30 – 16:30
Fri	8:00 – 12:00	-	-
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	-	-	-
Sun	-	-	-

40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	-	-
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	-	-
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	-	-
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	-	-
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	-	-
Fri	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Sat	9:00-13:00	-	-
Sun	-	-	-
40h	1 <sup>st</sup> shift	Break	2 <sup>nd</sup> shift
Mon	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Tues	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Wed	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Thurs	11:30 – 15:30	15:30 – 16:00	16:00 – 20:00
Fri	11:30 – 15:30	-	-
Sat	9:00-13:00	-	-
Sun	-	-	-

## **17. Supplement 2: CLA nr 25: Equal pay for male and female employees**

*Collective labour agreement nr. 25 of 15 October 1975 concerning equal pay for male and female employees, modified by collective labour nr. 25bis of 19 December 2001 and collective labour nr. 25ter of 9 July 2008*

### **Chapter I – Subject and scope of application**

#### Article 1

**This collective labour agreement aims to implement the principle of equal pay for male and female employees, as established in Article 141, § 1 and § 2 of the Treaty establishing the European Economic Community. Equal pay means that for equal labour or for labour of equal value, any distinction based on gender is abolished.**

#### Article 2

The agreement applies to employees and employers concerned in article 2 of the law of 5 December 1968 concerning the collective labour agreement and joint committees.

### **Chapter II – Implementation**

#### Article 3

**The equal pay of male and female employees must be guaranteed for all elements and conditions of the salary, including job evaluation systems. The job evaluation systems must assure equal treatment in the choice of criteria, in the weighting of those criteria and in the system of converting job points into wage points. The sectors and companies that have not done so yet, review their job evaluation systems and pay classifications against the gender neutrality obligation and make necessary corrections where appropriate.**

#### Article 4

**Salary is defined as follows:**

- 1° the monetary salary that an employee is entitled to by virtue of their employment;**
- 2° the tips or service fees to which the employee is entitled to by their employment or under custom;**
- 3° the monetizable benefits to which the employee is entitled to in accordance with their employment at the expense of the employer;**
- 4° allowances paid by the employer as vacation pay under a collective bargaining agreement and in addition to statutory vacation pay;**
- 5° the benefits resulting from the additional non-statutory social security coverage.**

#### Article 5

Every employee that considers themselves disadvantaged or the representative employment organisation of which the employee is affiliated with, can approach the appropriate court to enforce the principle of equal pay for male and female employees.

#### Article 6

A specialized joint commission will, by initiatives of the organisations that have signed this agreement, be established. It will have the task of consulting the appropriate court, if requested, on disputes concerning the application of the principle of equal pay. Moreover, it will inform and raise awareness amongst social partners

concerning initiatives regarding gender-neutral job evaluation and provide advice and assistance in this regard at the request of joint committees.

## Article 7

§ 1. The employer who employs an employee who has filed a substantiated complaint either at company level, in accordance with the agreement-based procedures in force in the company, or with the social inspection, or for whom a legal action is filed or for whom a legal action is brought for revision of wages on the basis of the present agreement, may not terminate the employment relationship or unilaterally change the terms and conditions of employment, except for legal reasons or reasons foreign to that complaint.

The burden of proof of these reasons is on the employer, in case the employee is fired or the employment conditions are unilaterally changed in the 12 months following the filing of the complaint as previously described. The burden of proof is also on the employer in case of dismissal or unilateral changes of the employment conditions after legal action was taken, as referred to in the preceding paragraph and this up to 3 months after the judgment became final.

§ 2. When the employer ends the employment agreement or unilaterally changes the employment conditions in a manner that conflicts with provisions of § 1, paragraph 1 of this article, the employee or labour union organisation of which they are part, requests to reinstate them in the company or reinstate them at the work place under the conditions laid down in the labour contract. The request must be made within thirty days after the notice of termination, termination without notice or unilateral modification of the terms and conditions of employment. The employer must rule on the request within the thirty days following notification.

The employer who reemploys the employee in the company or reinstates them in their previous work place, must pay the wages missed by the employee due to dismissal or change in working conditions as well as pay employer and employee contributions on those wages.

§ 3. If, as a result of the request referred to in § 2, paragraph 1, the employee is not reinstated or is not reinstated in their work post and it has been considered that the dismissal or unilateral modification of the working conditions is contrary to the decrees of § 1, paragraph 1, the employer will pay to the employee compensation equal to either a lump sum amount corresponding to the gross salary for six months or to the actual damage suffered by the employee, according to the employee's choice; in the latter case, the employee will have to prove the extent of the damage suffered.

§ 4. The employer is obliged to pay the same compensation without the employee having to submit the request for reinstatement in the company or at the work post referred to in § 2(1):

- 1<sup>o</sup> when the employer breaches the employment agreement, because the behaviour of the employee is in conflict with the dispositions of § 1(1), what constitutes, on the part of the employee, an urgent reason to terminate the employment contract;
- 2<sup>o</sup> when the employer has dismissed the employee on basis of an urgent reason, with the condition that the appropriate court considers the dismissal unjustified and in conflict with the dispositions in § 1, paragraph 1.

The procedure for filing the complaint should be applied flexibly. This complaint can be submitted according to an agreed-upon procedure at the company level or with the social inspection, but a written complaint submitted by an employee affiliated with a trade union not represented in the company can also be considered valid.

This protection also applies when, as a result of filing a complaint or taking legal action, the conditions of employment are unilaterally changed, e.g. the implementation of unjustified changes, i.e. changes that are not necessary due to the normal organization of work in the company. On the other hand, attention should be drawn to the fact that, according to the law, the unilateral modification of an essential condition of the employment contract may result in the termination of the employment contract.

In case of dismissal or unilateral changes of the employment conditions, based on aforementioned unjustified reasons, the employee or the trade union organization to which they belong requests reinstatement in the enterprise or in their work station. If this is refused, the employer must pay the employee a compensation if the dismissal or unilateral change in working conditions were assessed as conflicting with the provisions of § 1, paragraph 1 of this article. This compensation is, depending on the employee's choice, equal to either a lump sum amount corresponding to gross wages for six months or an amount corresponding to the actual damage suffered, provided that the employee can prove their extent.

### **Chapter III – Disclosure**

#### **Article 8**

The text of this agreement will be attached as a supplement to the company's work regulations.

### **Chapter IV – Final provisions**

#### **Article 9**

**This agreement was concluded for an indefinite term; it shall take effect on the date of its signature.**

It may be revised or terminated at the request of the closest signatory with six months' notice.

The organization initiating revision or termination must state its reasons and submit proposed amendments; the other organizations undertake to discuss them in the National Labor Council within one month of receiving them.

### **Chapter V – Mandatory provisions**

#### **Article 10**

The signatory parties undertake to take the necessary measures so that the social judges and counsels in the labour courts acting as workers or employers are informed of the existence of the specialized commission provided for in article 6 of the present agreement. They also undertake to recommend to their organizations, which will act in court to defend the rights arising from the present agreement, that they request the competent court to consult the said commission.

Moreover, it will inform and increase awareness among social partners regarding initiatives on gender-neutral job evaluation systems and provide advice and assistance in this regard at the request of joint committees.

#### **Article 11**

The signatories undertake to examine the results of the application of this agreement no later than 12 months after its entry into force.

## **18. Supplement 3: Alcohol and drug policy starting from 01/04/2010**

### **Alcohol & drug policy at CIRCET**

#### **Introduction**

In the interprofessional agreement of 2 February 2007 for the period of 2007-2008, social partners have engaged themselves to draw up a collective labour agreement to ensure every company has an alcohol and drug policy present. The arrangements concerning the implementation of a preventative alcohol and drug policy in the company were drawn up in CLA nr. 100 that took effect on 1 April 2009. On 28 June 2009 this CLA was declared universally binding by royal decree. The implicated policy will take effect at the latest on 01/04/2010.

The aim of this policy is to manage alcohol and drug usage in the company in a preventative manner.

To this aim, the following approach guidelines are identified:

- Prevention and rules concerning alcohol and drug usage at work
- Procedure for handling behaviour related to alcohol and/or drug usage
- Procedure for implementing psychomotoric testing
- Assistance and help for those who cause problems or have a problem

#### **Principle**

Alcohol and drug usage poses workplace risks. Most problems are caused by the relatively large group of occasional users and not by the small group of chronic users. With the first group, your main concern should be safety hazards, both with the employee and in their surroundings. Occasional weekend use can also have an effect at work, such as Monday morning absences or young employees acting inappropriately. An employee who is regularly under the influence of substances will also be sick more often, have a lower productivity and make more mistakes. Finally, alcohol and drug usage can lead to tension between employees and affect the mood of the entire team. The aim of the policy is to minimize and preferably avoid the aforementioned.

#### **Scope of application**

The current policy applies to every employee connected to the technical business unit, meaning the entire CIRCET-group. Temporary employees such as IVT workers, interim workers, interns... are considered employees regarding this policy. The policy will be implemented in CIRCET-group offices, but also at the work sites, client offices and other locations where business related meetings are held. The drawn-up policy takes effect on 01/04/2010.

#### **Prevention and rules concerning alcohol and drug usage at work**

During business hours, no alcohol is provided by the employer and all consumption is strictly prohibited. The use of drugs is also prohibited. This prohibition is also explicitly mentioned in every employment agreement. We also prohibit all possession of alcohol and drugs by employees at the workplace, even after working hours.

Antidepressants and sedatives are also categorized as drugs. These are only allowed with a doctor's prescription.

An exception to the alcohol policy can be made for special occasions such as a celebration during work hours or a business lunch. However, use should be limited and we adhere to a maximum permitted consumption as defined by traffic laws.

Even if the use of alcohol in the workplace (including various work site and venues for company-run meetings) is allowed outside working hours, the rules of the traffic laws must be observed for employees who still have to drive a vehicle after consumption.

This is also framed in the fleet policy where alcohol and drug intoxication are considered grounds for non-financial intervention by insurance and the employer in accidents involving the company vehicle.



A supervisor can stop the alcohol consumption at all times if a risk of inappropriate behaviour caused by alcohol arises. They can never be held accountable for fines or damages that are caused by (excessive) use. Every employee remains responsible for their own actions, even those that are undertaken under influence. The supervisor is authorized to take tests to support their suspicion.

#### **Procedure for handling behaviour related to alcohol and/or drug usage**

If excessive or prohibited use is suspected and the employee is consequently unable to function properly, the following procedure should be initiated.

The first thing to consider is whether the problem is acute or chronic.

It is acute if the staff member is so severely under the influence that they cannot function normally at that time.

It is chronic if the staff member repeatedly functions less well or poorly due to a (suspected) alcohol or drug problem.

1. Work incapacity must be established by a supervisor and a witness. At this point we consider the problem acute.
2. To guarantee safety, the supervisor should remove the employee from the workplace. The supervisor arranges safe transport home (have someone pick the employee up, taken home or arrange a cab)
3. A written warning is sent to the address of the overindulging employee.
4. The employee should regularize their absence by taking leave.
5. A meeting with the CIRCET supervisor is planned. Together they go over the alcohol and drug policy.
6. If the excessive use caused risks or damages, sanctions are imposed (e.g.: a fine for repairing damages)

If it is not an isolated incident and if the dysfunction is established over a longer period of time, we speak of a chronic problem. In that case, we move from step 4 to step 7.

7. The CIRCET supervisor notifies management, the prevention advisor and HR and seeks advice on actions to be taken.
8. An interview with the employee and their supervisor is scheduled. The employee is confronted with the performance problem using concrete and objective factual evidence.
9. The supervisor establishes a probationary period. If there is no improvement after this period, a sanction will follow. The sanction is determined in advance in the interview and is based on the severity of the dysfunction, possible risks and recurrence.
10. A date for a consultation with the occupational physician is planned.
11. The supervisor schedules a follow-up interview and closely follows up with the employee.
12. All agreements are put in writing and attached to the personnel file.
13. After a positive evaluation, a second evaluation period is initiated with a less brief follow-up.
14. After a 2<sup>nd</sup> positive evaluation the procedure is concluded.

If the evaluation is negative, step 12 is followed by step 15

15. A second written warning is issued.
16. New, more severe sanctions are imposed and new agreements are made until sanctions are exhausted
17. If the behaviour persists, the procedure may result in dismissal.

#### **Procedure for implementing psychomotor testing**

Psychomotor testing may be administered for the purpose of preventive action within working hours and at predefined work locations if acute abuse by an employee is suspected. These tests may be administered to all employees including temporary workers described in the "scope" section. The employee must give their explicit consent for the tests to be taken. The tests can only be administered by the prevention advisor or the occupational physician. In case of a positive result, no immediate sanction will follow. The employee will be removed from the workplace and possibly referred.

For the administered tests, we are limited to using a breathalyser and/or taking a psychomotor test. These tests are not calibrated and can therefore only give a result as to whether or not there is a suspicion of use. The degree of use cannot be measured.

### **Assistance and help for people who cause problems or have a problem**

If a substance abuse problem is identified in an employee, after observing the procedure, the supervisor will further refer the employee to the external workplace prevention and protection service. Here, the occupational physician will further monitor the condition and treat the employee if necessary.

The prevention advisor can be contacted for initial advice. They can also play a major role in any reintegration at work.

### **Supervisor obligations**

The members of the hierarchy, each at their level, implement the alcohol and drug policy by formulating proposals and advice to the employer, by investigating accidents and incidents that may be due to alcohol or drug use and taking measures to prevent them in the future, by seeking timely advice from internal and external occupational prevention and protection services, by monitoring compliance with the rules on alcohol and drug use, and by ensuring that employees properly understand and put instructions into practice. In particular, they should include their role in the procedures to be followed when dysfunction or work incapacity due to possible alcohol or drug use is identified.

The prevention advisor is the point of contact for problems of excessive substance use or suspected excessive substance use.

They may themselves contact an external counsellor with the employees consent, if they believe that the employee is unable to do so themselves.

### **Employee obligations**

Every employee must take care, to the best of their ability, of the safety and health of themselves and others. In particular, they must contribute positively to the alcohol and drug policy and abide by the rules of the alcohol and drug policy. Likewise, they must immediately inform the employer and the Internal Service for Prevention and Protection at Work of any work situation that presents a serious and immediate danger to safety or health.

### **Evaluation**

The employer regularly evaluates the alcohol and drug policy in consultation with the hierarchical line, the CPPW and the Works Council. In doing so, they take into account the annual reports of the prevention services, the opinions of the CPPW, changed circumstances and accidents and incidents that may be due to alcohol or drug use.

## **19. Supplement 4: Procedure for psychosocial risks**

### **1 Goal, definition and scope**

#### **1.1 Goal**

These procedures contribute to the well-being of workers and complement the general way of managing psychosocial risks.

#### **1.2 Definition**

##### **1.2.1 Abbreviations**

- Prevention advisor for psychosocial aspects: PAPS
- Confidant (CF)
- Occupational physician: OP
- Internal prevention advisor: IPA
- External service for prevention and protection at work: ESPPW

##### **1.2.2 Psychosocial risk**

- A psychosocial risk is the possibility of one or multiple employees suffering psychic damage that may be accompanied by physical harm, resulting from an exposure to elements of work organization, job content, terms and conditions of employment, working conditions and interpersonal relationships at work, on which the employer has an impact and which objectively present a hazard
- The psychosocial risks must concern situations that objectively present a danger, the subjective experience of the individual worker is not decisive. If a situation can be considered normal, the employer cannot be held responsible for the employee's distress, even if they experience the situation negatively according to their personal subjectivity and sensitivity.
- Moreover, it concerns only the elements on which the employer has an impact. They must have the ability to act on the danger and the factors that contribute to the harm. Thus, the employer has no impact on the cause of a relational problem between employees with an origin in the private sphere or on the atypical personality of an employee. However, they do have an impact on the consequences that these elements may have on the job.
- Within the risk of health damage, we distinguish risks related to bullying, violence, sexual harassment and risks related to issues such as stress, burnout and conflict.

##### **1.2.3 Violence**

Any act in which an employee or other person covered by this section is threatened or physically assaulted in the performance of work.

##### **1.2.4 Bullying**

An unlawful set of multiple similar or different behaviours, whether outside or inside the enterprise or institution, which take place during a specified period of time, the purpose or effect of which is to interfere with the personality, dignity or physical or psychological integrity of an employee or any other person covered by this section in the performance of their work, to jeopardize their employment or to create a threatening, hostile, offensive humiliating or that an offensive environment is created and which is related in particular to age, marital status, birth, ability, religion or philosophy of life, political opinion, union belief, language, present or future health condition, disability, a physical or genetic characteristic, social origin, nationality, so-called race, colour, ancestry, national or ethnic origin, sex, sexual orientation, gender expression and gender identity.

#### 1.2.5 Sexual harassment

Any form of unsolicited verbal, nonverbal or physical conduct with sexual connotation that has the purpose or effect of violating a person's dignity or creating an intimidating, hostile, offensive, humiliating or offensive environment.

#### 1.2.6 Informal and formal procedure

##### - Informal request/ informal intervention

Finding a mutual solution to psychosocial risks in the work situation, which can be done in confidentiality without employer/supervisor knowing or intervening.

If the employer or a supervisor is also aware of the problem, the CF or PAPS will discuss the extent to which consultation with the employer is necessary to create a calm framework for intervention.

##### - Formal request/formal intervention

The employee requests in writing, through a special procedure, that the employer intervene in the event of a psychosocial risk.

The PAPS must, after analysis, inform the employer of the risks present and advise them on the measures that can be taken to prevent health damage.

Within the formal intervention, solution-oriented consultation and mediation can also be used, a report of which is given to the employer in the advisory report.

Harassment, violence, sexual harassment can be serious acts that can also be prosecuted criminally or sanctioned with disciplinary proceedings. But they are also a risk of harm to health and safety. It is only on this aspect that welfare procedures are focused.

In a formal intervention, the PAPS does not conduct a criminal investigation with proposals of punitive sanction, that falls only to the court. Nor do they conduct a disciplinary investigation with proposals of disciplinary punishment, that is solely up to the employer.

#### 1.2.7 Request with a mainly collective in nature:

This request for intervention involves an organizational problem rather than an individual problem, and more than one person is at risk of harm.

#### 1.3 Scope of application

The procedures for psychosocial risks apply to any employee who believes they are bothered or harmed by psychosocial risks or wishes to prevent such harm.

The procedures also apply to third parties performing work in the company, under certain conditions.

If case of workplace harassment by third parties, an employee can enter a statement in an "Adverse Events Due to Third Parties" registry maintained by the CF or IPA.

## **2 Statement of principles on the general way of dealing with psychosocial risks**

CIRCET values a diversity of employees and strives to work in an atmosphere of well-being. We achieve this atmosphere when all employees treat each other with courtesy and respect. We expect each to work to that end and to refrain from workplace harassment. We urge you not to encourage or tolerate this behaviour in others but to address and resolve it. Even minor conflicts should be addressed constructively and resolved as soon as possible.

Everyone is committed to addressing situations that may lead to stress or burnout.

CIRCET undertakes, insofar as it has an impact on the hazard, to take appropriate preventive measures to avoid psychosocial risks at work, to prevent the damage or to limit it.

The employer undertakes to take its own action prior to proceeding with special procedures.

## **3 Special procedures for psychosocial risks**

### 3.1 Intervening parties

Prior to special procedures, each person may turn directly to the employer or a supervisor for assistance. In

certain circumstances, it may be necessary to call on intervening parties who are more neutral and specifically trained: the CF and the PAPS.

Within the special procedures, the employee who believes they are the subject of psychosocial risks or workplace harassment will first turn to the CF, unless they choose to turn directly to the PAPS, which may also act informally. One can also speak confidentially with the CF or the IPA, who will inform, advise and refer.

### 3.2 Two kinds of special procedures

- Request for informal psychosocial intervention
- Request for formal psychosocial intervention

### 3.3 Phase before a request for psychosocial intervention

No later than 10 calendar days after the initial contact, the CF or PAPS will hear from the employee and inform the employee of the options for intervention. After this consultation, the employee chooses the type of intervention they want to use.

## 4 Request for informal psychosocial intervention

- informal psychosocial intervention consists of the informal search for a solution by the applicant and the CF or PAPS, through:
- interviews that include reception (discussing the applicant's expectations and explaining the framework within which to work), listening and advice
- an intervention to seek help from another person in the company, such as a manager
- conversations aimed at mediation between those involved to the extent that they agree.

Seeking resolution through mediation and reconciliation and intervention with a third person require the CF or PAPS to communicate information received in complete confidentiality to the other party or third parties.

## 5 Request for informal psychosocial intervention

### 5.1 Definition of request for formal intervention

The request for formal psychosocial intervention involves the employee asking the employer to take appropriate collective and/or individual measures, based on an analysis of the specific work situation by the PAPS and on an opinion with proposals of possible measures made by the PAPS.

When the request for formal psychosocial intervention according to the employee relates to facts of workplace harassment then this request has the name of "request for formal psychosocial intervention for workplace harassment".

### 5.2 Submitting a request for formal intervention

If the employee does not wish to use the informal psychosocial intervention or if it has not resulted in a solution, the employee may express to the PAPS their will to request formal psychosocial intervention.

The employee shall have a mandatory personal interview with the PAPS before submitting their request.

This interview shall take place within a period of ten calendar days following the day on which the employee expressed their will to submit their request. The employee and the PAPS shall ensure that this deadline is respected.

The PAPS confirms in a document that the mandatory personal interview has taken place and provides a copy to the employee.

The request for formal psychosocial intervention shall be included in a document, dated and signed by the employee, describing the problematic work situation and requesting the employer to take appropriate measures to be taken.

This document is delivered to the PAPS or to the ESPPW for which the PAPS works.

They sign a copy of the request and deliver it to the applicant. This copy serves as proof of receipt.

If the request was sent by registered mail, it is deemed to have been received the third working day after the mailing date.

The PAPS can deny a request for formal psychosocial intervention when the situation described by the employee does not contain any actual psychosocial risks at work.

The notification of the refusal or approval of a request happens at the latest ten calendar days after the request was received.

If no notification is made within this period, the request shall be deemed to have been accepted at the expiration of this period.

The situation described by the employee can mainly concern risks of a collective nature, or those of an individual nature.

The request is handled according to the procedures pertaining to both possibilities.

#### **6 Request mainly collective in nature**

This request for intervention relates more to an organizational problem than an individual problem and more than one person is at risk.

The PAPS notifies the employer and the applicant of the request's being submitted and the procedure to be followed and of the risk situation as it was described.

The PAPS notifies the following people in writing as soon as possible:

- The employer:
  - o Of the fact that a request for formal psychosocial intervention that is collective in nature was submitted.
  - o Of the appropriate procedure for this request.
  - o Of the de high-risk situation described by the applicant without divulging their identity.
  - o Of the date by which the employer needs to have made their decision concerning what action to take on request.
- The applicant :
  - o Of the fact that their request has a mainly collective nature.
  - o Of the appropriate procedure for this request.
  - o Of the date by which the employer needs to have made their decision concerning what action to take on request.

The employer decides what action to take concerning the request.

If the employer, conducts a risk analysis to make a decision concerning the request, the analysis must be conducted in accordance with relevant legal regulations.

In companies with a CPPW or a labour union delegation, the employer makes a decision in accordance with the following procedure:

- They share the document with the request with the CPPW or the labour union delegation.
- They request their advice on how the request should be handled.  
When applicable, they share the results of the risk analysis. This exchange contains only anonymous information.
- They request their advice on what action to take concerning the request.

Within three months from the notification, the employer shares their reasoned decision in writing with the PAPS who notifies the applicant and the IPA.

When the employer conducts a risk analysis this period can be extended by up to three months.

The employer implements the measures they have decided on as quickly as possible. If necessary, the PAPS immediately, and in any case before the end of the three month period, presents the employer in writing with proposals for prevention measures than can have a preservative nature to prevent severe damage to the applicant's health.

The employer implements the measures with a preservative nature as suggested by the PAPS, or measures that have an equal protection level, as quickly as possible.

The PAPS still handles the request, subject to the written consent of the requester under certain conditions:

-When the employer did not conduct a risk analysis or when this analysis was not conducted in collaboration with the PAPS, the PAPS handles the request insofar as the employer gives their written consent, in the following cases:

- The employer did not share their reasoned decision within the period described in article 21 of the Royal Decree;
- The employer chose not to implement any prevention measures;

- The applicant does not consider the prevention measures sufficiently modified for their individual case. The PAPS shares this in writing with the employer as soon as possible and shares with them the identity of the applicant.
- The period in which the PAPS offers their advice starts from the date of the document in which the applicant gives their consent.

### **7 Request for psychosocial risks mainly individual in nature not concerning workplace harassment**

The PAPS notifies the employer in writing that a request for formal psychosocial intervention was made and that this request is mainly individual in nature. They share the identity of the applicant with the employer. The PAPS investigates, in a completely impartial manner, the specific work conditions taking into account the information shared by the people they deem useful to hear out. This information can be filed in dated and signed declarations of which a copy is handed to the testifying people.

The PAPS's advisory report contains:

- The description of the request and its context.
- The identification of the risk for the applicant and for employees as a whole.
- The elements that have a positive and negative influence on the risk situation, concerning the aspects of organisation, labour content, labour conditions, labour circumstances and interpersonal relationships.
- The preceding steps that were taken to eliminate possible danger and to do damage control.
- The proposals for the necessary collective and individual prevention measures that can be applied with respect to the specific work situation in order to eliminate the possible danger and limit the damage, as well as the justification for these proposals.
- The proposals for collective prevention measures that can be implemented to avoid recurrence in other working conditions, and the justification for these proposals.

Within three months, the PAPS drafts a recommendation and shares it with the employer and, with consent of the applicant, with the CF if they intervened informally.

This period can be extended by up to three months, insofar as the PAPS can justify this extension and shares it in writing with the employer, the applicant and other directly involved people.

The PAPS notifies the applicant and the other involved people in writing as quickly as possible of the date they gave their recommendation to the employer; the proposals of preventive measures and their justification insofar as this justification allows them to understand the situation and accept the outcome of the procedure more easily.

At the same time, the PAPS notifies the IPA in writing of the proposals for preventative measures and their justification to allow the IPA to execute their coordination orders.

If the employer is considering taking individual measures related to an employee, they notify the employee in advance and in writing at the latest a month after receiving the recommendation.

If the measures change the employment conditions of the employee, the employer hands the employee a copy of the recommendation and hears the employee out, who may be assisted at such interviews by a person of their choice. Two months after receiving the recommendation, the employer shares their reasoned decision concerning the request in writing with the PAPS; to the applicant and to the IPA.

The employer implements the measures they have decided on as quickly as possible.

Even if the employer is no longer part of the company of the institution during the course of intervention, the PAPS shares their recommendation with the employer.

### **8 Request for formal psychosocial intervention for workplace harassment**

There is a mandatory personal interview prior to the request.

The request is submitted with a dated and signed document that contains the following information:

- A detailed description of the facts that, according to the employee, are indicative of violence, harassment or sexual harassment at work.
- The time and place where each of the facts took place.
- The identity of the accused

- The request to the employer to take adequate measures and to bring an end to the harassment

After the mandatory personal interview, the PAPS or the ESPPW for which the PAPS performs its assignments shall receive the request that was handed over in person, sign a copy of this request and hand it to the applicant. This copy serves as a receipt.

If the request was sent as a registered letter, it is deemed to have been received by the third working days after it was sent.

The PAPS can refuse submitting a request if the situation that the applicant described does not contain violence, bullying or sexual harassment at work. The notification of the refusal of approval of the request happens at the latest ten calendar days after the request was received.

If there is no notification within this period, the request is deemed to have been accepted when the period ends.

The PAPS notifies the employer in writing of the fact that a request for formal psychosocial intervention for facts of violence, bullying or sexual harassment at work was made. The PAPS shares the identity of the applicant as well.

The PAPS notifies, if they accept the request, the employer of the fact that the employee that made the request has a certain protection as of the date the request was received.

Course of examination of the request:

- The PAPS communicates in writing the facts with which they are charged to the accused as soon as possible.
- The PAPS hears out the involved people, witnesses or other people they deem useful.
- They investigate the request in a fully impartial way.
- They immediately notify the employer of the fact that a witness has protection and also share the identity of said witness.
- The accused and the witnesses receive a copy of their dated and signed testimonies.

If the severity of the facts necessitates it, the PAPS proposes protective measures to the employer before delivering its opinion. The employer will communicate as soon as possible and in writing their reasoned decision to the PAPS on what action they will take on the proposal for protective measures.

If useful, solution-oriented discussions may be organized between those involved, a report of which is given in the advisory report.

The PAPS investigates in a completely impartial manner the specific work conditions taking into account the information shared by the people they deem useful to hear out.

The PAPS's advisory report contains:

- The description of the request and its context.
- The identification of the risk for the applicant and for employees as a whole.
- The elements that have a positive and negative influence on the risk situation, concerning aspects of organisation, labour content, labour conditions, labour circumstances and interpersonal relationships.
- The preceding steps that were taken to eliminate possible danger and to do damage control.
- The proposals for the necessary collective and individual prevention measures that can be applied with respect to the specific work situation in order to eliminate the possible danger and limit the damage, as well as the justification for these proposals.
- The proposals for collective prevention measures that can be implemented to avoid recurrence in other working conditions, and the justification for these proposals.
- If applicable, the report of solution-oriented conversations during the formal intervention.
- The advisory report is delivered to the employer within three months, and with the applicant's consent, to the CF if they intervened in an informal way.

This period can be extended by up to three months, insofar as the PAPS can justify the extension and shares the reasons for it with the employer, the applicant and to the involved people. After the delivery and explanation of the advisory report to the employer, the PAPS will inform the applicant and the other people directly concerned as soon as possible in writing of the date on which they delivered their advisory report to the employer; the proposals of preventive measures and their justification insofar as this justification allows them to understand



the situation and to accept the outcome of the procedure more easily.

At the same time, the PAPS, when they are part of an ESPPW, notifies the IPA in writing of the preventative measures and their justification to allow them to execute their coordination orders.

The employer assesses the problem and draws up measures in an action plan. If the employer is considering implementing individual measures against an employee, they have to share this in advance and in writing with the employee, at the latest a month after receiving the advice. If the measures change the employment conditions of the employee, the employer hands the employee a copy of the recommendation and hears the employee out, who may be assisted at such interviews by a person of their choice.

Two months after receiving the recommendation, the employer shares their reasoned decision concerning the request in writing with the PAPS; to the applicant and to the IPA if the PAPS is part of an ESPPW.

The employer implements the measures they have decided on as quickly as possible.

Even if the employer is no longer part of the company of the institution during the course of intervention, the PAPS shares their recommendation with the employer.

### **9 Redeployment after absence**

Employees that experienced workplace harassment receive counselling for redeployment after illness or other reasons. The supervisor consults with the individual to agree on counselling. The occupational physician, the VP, the PAPS can help with this.

### **10 Final provisions**

Regulatory provisions and company internal prevention documents apply for everything concerning psychosocial risks that is not mentioned in these work regulations.

### **11 Coordinates of a confidant and prevention advisor for psychosocial aspects**

Confidants (VP) TBD

### **12 Coordinates and authorization of prevention advisor for psychosocial aspects (PAPS)**

For psychosocial risks at work, including workplace harassment, the PAPSs of the Psychosocial Aspects discipline of van GROEP IDEWE are authorized.

IDEWE is organised regionally.

To ensure optimal service they can work together with colleagues or be replaced by them, possibly in consultation with the applicant.

All PAPSs of IDEWE are authorized to execute all foreseen assignments. The law provides that PAPSs gradually acquire knowledge, experience and qualifications at. Those PAPSs who have not yet acquired all qualifications work under the responsibility of fully qualified PAPSs.

IDEWE Antwerp's PAPSs are assigned to the company.

General phone number (reception) IDEWE Antwerp : +32 32188383

PAPSs Team Antwerp email : [psychosociale.antwerpen@IDEWE.be](mailto:psychosociale.antwerpen@IDEWE.be)

Name of assigned PAPS : David De Ridder : [david.deridder@IDEWE.be](mailto:david.deridder@IDEWE.be)

## **20. Supplement 5: Employee delegation (Works Council – CBBW – Trade Union Delegation)**

### **Works Council**

#### **Representatives Employer:**

- Sophie Decroix
- Andy Cardon

#### **Representatives Employees:**

- Kobe Hostyn (ABVV)
- Carlo Vandezande (ABVV)
- Christian Van Hullebusch (ABVV)
- Guy Boets (ABVV)
- Karim Lahrach (ACLB)
- José-Michel Kasaby (ACV)

#### **Substitute delegates:**

- Mostafa Moulay Sadri (ACLB)
- Kristof Spetebroot (ACV)
- Messanh Samuel Agbetsiassi (ABVV)

### **CBBW – Technical Business Unit Wilrijk**

#### **Representatives Employer :**

- Sophie Decroix
- Andy Cardon
- Pieterjan Becuwe
- Ingrid Wens

#### **Representatives Employee :**

- Christian Van Hullebusch (ABVV)
- Achim Scherre (ABVV)
- Pascal Bodart (ACV)
- Zakariya Ben Sellam (ACLVB)
- Naima Lahrach (ACLVB)

Substitute delegates :

- Kenny Buelens (ABVV)
- José- Michel Kasaby (ACV)
- Otmane Lamsaadi (ACLVB)

#### **CPBW – Technical Business Unit Beringen**

Representatives Employer :

- Sophie Decroix
- Andy Cardon
- Christopher Kyndt

Representatives Employee :

- Guy Boets (ABVV)
- Enzo Grossi (ABVV)
- Kristof Spetebroot (ACV)

Substitute delegates :

- Samuel Messanh Agbetsiassi (ABVV)
- Wouter Tiberghien (ACV)

#### **Trade Union Delegation**

- Kobe Hostyn (ABVV)
- Nabil Wahbi Seghir (ABVV)
- Enzo Grossi (ABVV)
- Jirayut Sornbunta (ABVV)
- Messanh Samuel Agbetsiassi (ABVV)
- Christian Van Hullebusch (BBTK)
- Guy Boets (BBTK)
- Kristof Spetebroot (ACV)
- Pascal Bodart (ACV)
- José-Michel Kasaby (ACV)
- Ivan Depauw (ACV)
- Karim Lahrach (ACLVB)

Substitutes

- Marco Vanaenrode (ABVV)
- Mohammed Guenfoudi (ABVV)
- Wouter Tiberghien (ACV)

## **21. Supplement 6: Policy concerning flexible schedules Circet workers**

### **1. Goal**

Before the implementation of the policy as principle, Circet workers worked with different systems, including fixed working hours.

The rigidity of these work regulations did not meet the needs of the concerned parties, because Circet workers fulfil a role that necessitates a certain degree of flexibility to meet a clients needs.

To meet mutual needs, the parties have agreed to implement a system of flexible schedules according to article 20<sup>ter</sup> of the Labour Legislation.

Employees that use the system of flexible working hours have a flexible timetable that contains periods during which employees are obligated to perform (“*regular time*”) and variable periods during which they decide the start and end of their workday as well as their breaks themselves (“*sliding time*”) in accordance with the rules in this policy and without detracting from effective work organization as clarified in this regulation.

### **2. Scope of application**

This policy applies to Circet workers and is only possible for workers that work on projects that allow for flexible working hours in accordance with their contract with Circet and taking into account operational needs (e.g., not when the employment of two or more employees simultaneously is necessary because of operational needs).

For specific groups, sliding time at the start of the working day is excluded and sliding time can only be used at the end of the day, provided the continuity of the team as a function of emergency needs is not compromised.

While drafting this policy, above groups are specified as follows

- Fifthnet vc
- Panda +
- Mobiel Nokia
- CAB

This list is not exhaustive. Circet will let staff involved in new projects know through a simple notice whether flexible scheduling is possible and according to what modalities. Every modification to the policy and existing groups will be approved by the Works Council and the Trade Union Delegation.

Workers that are employed in a system of shifts can still make use of flexible working hours. However, the required flexibility/availability during an on-call shift prevails. Consequently, the on-call schedule must be respected at all times.

### **3. Definitions**

The following terms are important when discussing a system of flexible working hours:

- **Average weekly working hours on an annual basis:** The average weekly work duration of a Circet employee calculated on a yearly basis amounts to 38 hours in compliance with sectoral regulations. The average work output is proportionally reduced for employees with limited or incomplete work output.
- **Actual average weekly working hours under flexible working hours:** The actual weekly working hours consists of, as a starting point, 40 hours per week with 12 granted catch-up rest (ADV days) a year.
- **Daily working hours (norm time):** This is the amount of working hours to be performed averagely on a daily basis. For full working days this amounts to 8 hours and for half days to 4 hours.
- **Regular time:** The period during which the employee is obligated to be present.
- **Sliding time:** The period during which work can be begun or ended.
- **Lunch break:** The lunch break of 30 minutes has to be taken in a timeframe of two hours, as established in the schedule. A transgression of these 30 minutes will be, after verification, deducted from the sliding time if at the end of the day the norm time is not reached.
- **Sliding time balance:** This is the balance accumulated during the ongoing reference period.
- **Reference period:** The reference period spans three months and commences on **1 April, 1 July, 1 October and 1 January**. This means the sliding time balance at the end of

these periods, namely on **30 June, 30 September, 31 December and on 31 March** should have '0' as a starting point. An employee working full-time in a 40-hour week will thus have to have 520 working or equivalent hours recorded at the end of the reference period (40h x 13weeks).

- **Employment obligation:** For a full-time employee working during the entire reference period, the employer commits to provide 520 working hours during a reference period. The employer will guarantee an average of 8 working hours on a daily basis. If at the end of the period the employer has not met these obligations, any negative balance will not be offset against wages.
- **Daily limit:** The employee can work up to 8 hours and 30 minutes a day on the basis of the flexible working hours.
- **Weekly limit:** The employee can work up to 42 hours and 30 minutes a week on the basis of flexible working hours.
- **The overtime limit:** Exceeding the limit of 8 hours and 30 minutes per day or 42 hours and 30 minutes per week constitutes overtime entitlement.

#### **4. Control of sliding hourly schedules**

The work of Circet workers under the scope of this policy shall be performed according to the flexible schedules and this depending on normal schedules.

##### **Full-time employees**

The schedules with regular and sliding times are included in these work regulations.

The average daily working hours amount to 8 hours. The employee should respect:

- minimum daily working hours of 7 hours and 30 minutes, which is only possible if plus hours are accrued and
- maximum daily working hours 8 hours and 30 minutes, except for overtime. A break should be taken in the two hour time frame provided in the schedule. The break consists of 30 minutes.

The regular and sliding times have been incorporated in the different schedules per project.

The average weekly working hours amount to 40 hours. The employee should perform a minimum of 37 hours and 30 minutes of weekly working hours and respect the limit of a maximum of 42 hours and 30 minutes in weekly working hours. On a weekly basis, performance can be up to 2 hours and 30 minutes more and up to 2 hours and 30 minutes less than the average weekly working hours.

##### **Part-time employees with a fixed schedule**

The part-time schedules with flexible working hours have been included in the work regulations.

The part-time employee with a fixed schedule should respect maximum daily working hours of:

- 8 hours and 30 minutes on days on which the employee works the first and second shift, according to their fixed part-time schedule;
- 0 hours on days when the employee does not work, according to their fixed part-time schedule; no services can therefore be provided under the flexible working schedule.

The part-time employee with a fixed work schedule must comply with a maximum weekly working time equal to his average weekly working time, increased by 2 hours and 30 minutes. On a weekly basis, performance can be up to 2 hours and 30 minutes more and up to 2 hours and 30 minutes less than the average weekly working hours.

The average working hours of a part-time employee with a fixed schedule are calculated as follows:

- the average weekly working time is equal to the number of hours per week provided in their fixed part-time schedule (or its average over the cycle if the employee is employed in a fixed cycle) - this average must be respected over the reference period defined in Article 3.
- The average daily working time is equal to the average number of hours per day provided for in his fixed part-time schedule (this average is calculated on the basis of the number of working days of the employee per week, or per cycle if the employee is employed in a fixed cycle).

## **5. Guarantee of effective work organization and overtime**

### **5.1. General principles**

The employer will ensure the employment obligation (see definition in Article 3).

If the employee has finished their last task in Workforce Management System, but has not yet reached their minimum daily working time of 7:30 hours, the employee will call in to dispatch (or the equivalent assigned person) who will see if an additional task can be given. If the employer falls short of their employment requirement, then a workday in accordance with the standard time will be recorded for the affected employee.

If the employee fails to call in (primary) or through an alternate medium (secondary), this will be considered an (un)lawful absence, unless the employee can prove that they attempted to contact Dispatch and/or there was a legitimate reason.

The employee, in turn, must respect the employer's right of authority and therefore cannot refuse assignments for emergencies (see definition in Article 3) that do not exceed the norm time.

If the employee wishes to take up sliding time, this is only possible if a positive sliding time balance has already been built up.

In order to ensure effective work organization, the parties agree that, in principle, a started task must always be successfully completed. In addition, it is also expected that an employee

will contact their coach/dispatch/ fellow technicians in a timely manner in the event of unforeseen problems that threaten to cause the task to run out of time or get stuck.

The diagram below shows the various options and arrangements around slide times:

WORKING TIME	< 7h30' worked		
<b>ACTION EE</b>	EE calls dispatch (or second medium - specific medium and procedure to be determined by mutual agreement before effective date of CLA)		EE does not call dispatch
<b>ACTION DISPATCH</b>	<b>EE called and prefers to work/ has no sliding time balance</b>	<b>EE called + does not want to work</b>	<b>EE not called</b>
	- dispatch assigns additional task so EE works 8h/day	- dispatch checks if EE has a positive sliding time balance	(Un)legitimately (to be verified) absent from end of last task to daily limit of 8h/day
	- no schedule available - EE is paid for 8h with no positive sliding time off	AND - have all started tasks been completed?	
<b>EFFECT SLIDING TIME</b>	no decrease sliding time balance	decrease sliding time balance	no decrease sliding time balance

WORKING TIME	7h30' worked – daily limit of 8u not reached		8h – 8h30' worked
<b>ACTION EE</b>	EE calls dispatch (or second medium - specific medium and procedure to be determined by mutual agreement before effective date of CLA)		EE needs to ensure last planned task is finished
<b>ACTION DISPATCH</b>	<b>EE called + still wants to work</b>	<b>EE called + does not want to work</b>	<b>NOT APPLICABLE</b>
	- dispatch assigns additional task so EE works 8h/day	- dispatch checks if EE has a positive sliding time balance	<b>NOT APPLICABLE</b>
	- no schedule available - EE is paid for 8h with no	and - if all started tasks are completed	



	positive sliding time off	After consultation, EE can include positive sliding time up to the daily limit of 8h/day	
<b>EFFECT SLIDING TIME</b>	no reduction in glide time balance - if the last assigned task exceeds the daily limit of 8h/day, a positive sliding time balance is accumulated	Decrease positive sliding time	Accumulation positive sliding between 8h and 8h30'

<b>WORKING TIME</b>	<b>When expecting &gt;8h30' work</b>	
<b>ACTION EE</b>	EE calls dispatch as soon as suspicion arises	EE does not call dispatch
<b>ACTION DISPATCH</b>	<b>EE called</b>	<b>EE not called</b>
	<ul style="list-style-type: none"> <li>- dispatch checks whether help needs to be sent</li> <li>- dispatch has been informed that overtime may be performed</li> </ul>	Calling (shared responsibility). Dispatch and/or assigned equal reviews whether help should be sent, is informed that overtime may be performed and records it.
<b>EFFECT SLIDING TIME</b>	is informed that overtime may be worked accrue positive balance of overtime for hours worked between 8 a.m. and 8.30 a.m. accrual of overtime with overtime pay for the hours > 8h30'.	
	Accrual of sliding time and overtime	

Below is the more detailed explanation of each of the above scenarios:

## 5.2. The last planned daily task is completed and the employee wishes to finish and has worked less than 7h30

**Situation:** The employee has successfully completed the last scheduled task prior to the expiration of regular time and wishes to perform fewer hours than the average work hours of 8 hours per day, thereby reducing their positive sliding time balance. This is only possible if a positive glide time balance is available.

**Instruction employee:** Employee calls (primary method of communication) to dispatch and/or assigned equivalent to report this (duty to inform). If communicating by phone is not possible, an alternative medium will be considered.

If there are additional tasks, the employee must perform them without exceeding the 8:30h daily limit.

If there are no more tasks, the working time is fixed at 8h00.

Consequence: The employee decreases their positive sliding time balance in minutes, based on their registration in the Workforce Management System .

### **5.2.1 From 7h30 (minimal daily limit) to 8h00 worked hour a day**

The employee has successfully completed the last scheduled task prior to the expiration of regular time and wishes to perform fewer hours than the average work hours of 8 hours per day, thereby reducing their positive glide time balance. This is only possible if a positive sliding time balance is available.

Instruction employee: Employee calls (primary method of communication) to dispatch and/or assigned equivalent to report this (duty to inform). If communicating by phone is not possible, an alternative medium will be considered.

Consequence: The employee decreases their positive sliding time balance in minutes, based on their registration in the Workforce Management System .

### **5.2.2 From 8h00 to 8h30 worked hours a day**

Situation: The employee completes the last scheduled task after the norm time of 8 hours per day with a maximum of 30 minutes after the standard time.

Instruction employee: The employee correctly closes the Workforce Management System upon completion of their last task and enters the necessary explanation. No feedback to Dispatch and/or the supervisor is required.

Reaction employer: Not applicable.

Consequence: The employee automatically accrues a positive sliding time balance of 1 to 30 minutes based on registration in the Workforce Management System

### **5.2.3 >8h30 (limit for overtime) worked hours a day**

Situation: The employee suspects the last task will not be completed until after 8h30' of work so overtime will be performed

Instruction employee: Employee calls (primary method of communication) to dispatch and/or assigned equivalent to report this (duty to inform) as soon as the suspicion arises that they will have to work longer than 8h30. If communicating by phone is not possible, an alternative medium will be considered

Reaction employer: Shared responsibility: Dispatch and/or assigned equal reviews whether help should be sent, is informed that overtime may be performed and records it.

Consequence: Performances between 8 a.m. and 8:30 a.m. are plus hours that come on the sliding time counter and are paid at the normal rate of pay (without overtime bonus) unless they exceed the weekly limit of 42 hours and 30 minutes per week.

### **5.3 The last planned daily task is finished and the employee wants to perform another task**

#### **5.3.1 From 7h30 (minimal daily limit) to 8h00 worked hours per day**

Situation: The employee has successfully completed the last scheduled task after the expiration of regular time and **does not** wish to accrue a positive sliding time balance.

Instruction employee: The employee calls dispatch and/or assigned equal to report this (duty of information).

Reaction employer: Dispatch and/or the supervisor check possible additional tasks. If the employee has finished their last task in Workforce Management System, but has not yet reached their minimum daily working hours of 7:30h, the employee will call in to dispatch who will see if an additional task can be given. If it is estimated that the additional task could result in overtime, the employee will have to give their approval and not call in again at 8:30h to request overtime. If the employer falls short of their employment obligation, then a working day in accordance with the standard time will be recorded for the employee.

### **5.7. What in case of a part-time fixed working arrangement?**

The above procedure also applies on a pro-rata basis to those employed under part-time employment arrangements.

For part-time employees employed under a fixed work arrangement, no overtime pay is payable for the first 12 hours per calendar month that additional services are rendered outside the scheduled hours.

## **6. Recuperation of additional hours**

### **Starting point**

The hours performed in excess of the effective average weekly working hours are recovered by the employee as a starting point by working less during the sliding time and this during the remainder of the applicable reference period as defined in Article 3.

### **Recuperation**

The hours performed in excess of the average weekly working hours may also be recuperated by the employee by taking recuperation hours, - day parts or days. Taking them up should be done as follows:

Loose hours:

- Last minute loose hours (>30 minutes a day) are possible if the planning allows for it in consultation with dispatch or N+1 (see 5);
- Inclusion of recuperation in shifts follows the Work Regulations (verification with current work regulations) regarding requests for vacation
  - Shifts up to a total of 2 days: Request to dispatch or N+1 at least 3 business days in advance. Approval or refusal follows within 2 business days of request.

- Shifts with a total of 3 days or more: Request to dispatch or N+1 at least 5 working days in advance. Approval or refusal follows within 2 working days of the request.
  - Recuperation days must be taken in blocks of whole or half days, with a whole day equal to the effective average daily working time of 8 hours and a half day equal to half of that (i.e., 4 hours). For part-time employees, these parts of the day are prorated;
- For both recuperation in hours and in shifts, once approved, neither party can make a unilateral change.
- The basic principle when recording recovery days in half days (afternoon) or recording individual hours: A task started in the preceding part of the day must always be successfully completed before the recuperation part can be started.

## **7. Transfer of additional hours**

If, at the end of the quarters, the employee concerned is found to have performed hours in excess of his average weekly working hours, these will be carried over to the next quarter with a maximum of 32 hours and 30 minutes.

At the end of the reference period on March 31 of each year, efforts are made to reduce the positive sliding time balance to 0 hours. This is a shared responsibility of employer and employees and always by mutual agreement.

At the end of the following quarters: 30 June, 30 September and 31 December, the employee will have the possibility to:

- Transfer the positive sliding time balance to the following quarter and this for a total of 32 hours and 30 minutes; OR
- Have the positive sliding time balance paid out for a maximum of 32 hours and 30 minutes. These hours will be paid in full at the next payroll settlement.

If the employee still wishes to carry over a positive sliding time balance on March 31, this balance will be limited to 8 hours. The outstanding balance of positive sliding time with a maximum of 24 hours and 30 minutes plus the previously accumulated balance will be paid out in full.

Where appropriate, the number of hours to be accrued is prorated according to the rate of employment.

It is the employee's responsibility to reduce the sliding time balance to 0 at the end of the reference period.

## **8. Force majeure**

If, at the end of the reference period, the employee has performed more hours than the effective average weekly working hours due to the occurrence of a force majeure event that prevents the employee from taking these hours during part of the reference period, these hours will be carried over to the next quarter.

#### **9. Balance in case of economic unemployment**

If a period of economic unemployment occurs, it will not affect the balance of sliding hours. There is no legal requirement to first recover the sliding hours in order to be entitled to unemployment compensation.

The employee is free to choose for recuperation if they have sufficient positive sliding balance. (in full days only)

#### **10. Planned recuperation and other suspensions**

If a recuperation day has been scheduled and approved and if the performance of the employment contract is subsequently suspended (e.g., due to incapacity for work), the recuperation day will take precedence over the later intervening suspension to the extent that these recuperation days fall within the first month of suspension. In the event of incapacity for work, for example, this means that there will be no entitlement to guaranteed pay for that recovery day.

#### **11. Salary payments**

At each pay period, the employee is entitled to the regular salary corresponding to their average weekly working hours.

If the employee has not used up the hours worked in excess of their average weekly working hours in a timely manner by the end of the reference period on 31/03 of each year, despite repeated indication by dispatch/coach/manager of opportunities to recover a positive sliding time balance, then the additional hours worked will be paid out at the end of the reference period (31/03) (minus the 8 hours carried over to 01/04 of the following year).

The rest days under the public holiday legislation and the periods of suspension of the performance of the employment agreement as stipulated by the Employment Contracts Act of July 3, 1978 (incapacity for work, among others), count as working hours for the purpose of calculating the working hours to be respected within the reference period. These days are assimilated taking into account the average daily working time.

The guaranteed daily wage within the meaning of article 27 of the Employment Contracts Act of July 3, 1978 is calculated on the basis of the average daily working hours.

## **12. Time tracking system**

The calculation and control of work, as to determine the remuneration, happens in a time tracking system..

The system contains the following data for every employee that uses a flexible schedule:

- The identity of the employee;
- The daily working time;
- When it concerns a part-time employee with a fixed schedule, the beginning and end of the working time and breaks.

The system of time tracking keeps the data during the ongoing reference period and can be consulted by every employee employed on the basis of a flexible schedule, and by the authorized official. The employee keeps the data during a period of five years after the day that the data concerns.

The employer ensures that the employee can consult the exact number of hours worked more or less than the average weekly work hours of the sliding schedule within the reference period based on the sliding schedule.

## **13. Sanctions**

The employee should respect the rules concerning the flexible schedule.

## **14. Final provisions**

### **Supplement to the work regulations**

This policy is attached as a supplement to the work regulations and is an integral part of it.

### **Disputes**

In case of disputes between employee and someone of a higher hierarchy concerning the rules, HR can be asked for their advice. Afterwards the supervisor decides. If the dispute cannot be resolved it can be handled through the normal syndic channels.

### **Effective date**

This policy goes into force from the implementation of the modifications of these work regulations.

The content of this policy will not apply to the surplus and minus hours accrued by the employees concerned when it came into force based on the previous regulation. Those hours will remain subject to the old system of payment and/or recovery. Employer and employees shall endeavour to ensure that all counters from old systems are - in a phased manner - at 0 for all employees concerned at the latest on the entry into force of this policy.