

Logistic Force internal regulations

In these regulations, the term "Logistic Force" refers to: the limited liability company Force Service Centre B.V. and/or the limited liability company LF Transport B.V.

Before Commencement of work

Before you can start working for Logistic Force, you must submit the following documents and information to Logistic Force:

- Registration form, completed with due diligence and truthfulness;
- Employment record statement, completed with due diligence and truthfulness;
- Certificate of received transit remuneration, completed with due diligence and truthfulness (only in connection with employment with the next employer!);
- Income tax advance form, completed with due diligence and truthfulness;
- Bank account declaration, completed with due diligence and truthfulness;
- Valid identity card;
- We may ask you to submit a criminal record.

If you live in one of the countries of the European Economic Area and come to work in the Netherlands, you must submit supplementary information before you can take up a job at Logistic Force, namely:

- Citizens' Service Number statement (BSN);
- Statement regarding the country of residence;
- Evidence of health insurance in the Netherlands.

If you live in a country outside the European Economic Area and come to work in the Netherlands, you must submit supplementary information before you can take up a job at Logistic Force, namely:

- Residence permit;
- Employment permit;
- Citizens' Service Number statement (BSN);
- Statement regarding the country of residence;
- Evidence of health insurance in the Netherlands.

Medical insurance

People who live or work in the Netherlands are required to take out basic insurance in the Netherlands. This also applies if you have health insurance abroad/in your country of origin. When you come to live or work in the Netherlands and you have not yet arranged signing a contract with an insurer, please do so within 4 months.

Logistic Force in cooperation with CZ has concluded a collective health insurance contract that Logistic Force employees and family members can join. If you are already insured in CZ, you can take out health insurance every month on the first day of the month. If you are not insured in CZ yet, you can join this collective regulation from January 1 of each new year.

In order to join it, please provide the following collective agreement number: 4091655

Change of Personal Data

If there are changes in your personal situation that are important to us as an employer, then you are obliged to notify Logistic Force in writing. This can be directly to your immediate supervisor at Logistic Force or by sending an email to info@logisticforcepayroll.nl. What we mean here is for example:

- Change of your bank account
- Change of your surname in relation to getting married
- Changing the address of your permanent or temporary residence
- Change of your phone number
- Change of your email address

- Other data with reference to which it is important to notify us as your employer

Assignment of staff

You will be employed by many clients during your employment relationship with Logistic Force. In addition to the employment contract, at each assignment to another client, you will receive a separate temporary work confirmation with more detailed information about the order and your salary.

On-call contract

If you work under an on-call contract and you are called for a number of (consecutive) days, then each day is treated as a separate call.

Obligation to prove your identity

You are required to be able to identify yourself in accordance with the Act on the obligation to identify. Therefore, we ask that you always have a valid ID with you when you work. In the workplace, a Dutch driving license is sufficient as a valid ID.

Works to be performed

As a Logistic Force employee, you carry out works to be performed under the direction and supervision of the client. You are required to strictly follow the recommendations and instructions of the direct superior at the client. In addition, you are expected to be open to cooperation with your colleagues from Logistic Force and with the workers employed by the client and his clients.

Any behaviours towards the client or third parties at the workplace that constitute grounds for dismissal are also grounds for immediate dismissal for Logistic Force. In this case, Logistic Force, has the power to suspend you, and you will await a more detailed analysis of your situation.

Health and safety

The rules in force in the area of health and safety at work are specified in, inter alia, the Act on Working Conditions, also referred to as 'Arbo-wet'. This Act describes the rules that should guarantee safety and health at work.

When starting work for Logistic Force, you will receive the manual 'Safe work at Logistic Force'. You will find general information on safe and healthy work. Your immediate Logistic Force manager will discuss general safety and health instructions with you.

The client for whom you work is obliged to inform you about the risks specific to the client or position in the workplace. That is why, along with your assignment, you will receive a document describing the client and position, including the requirements for the position and personal protective equipment related to this position.

You are required to strictly adhere to the security instructions in force at Logistic Force, as well as the instructions of the client and its clients.

The health and safety of you and your colleagues are crucial for us! Therefore, please complete the 'last minute risk analysis' (LMRA) before starting work. If you have doubts as to whether health and safety – yours or your colleagues' – is guaranteed, please report it immediately to your direct supervisor at the client and to your immediate supervisor at Logistic Force.

GDPR

On May 25, 2018, the GDPR Act entered into force. This act contains rules regarding the lawful processing of your personal data. This law protects you, as an employee, in terms of your privacy. If you want to know what type of your data will be processed and for what purpose, you can check the Logistic Force privacy policy at www.logisticforce.nl.

If you want to know what type of your data are stored, you can submit a written request for inspecting files to servicecenter@logisticforce.nl. There are certain rules related to the possibility of accessing your data. You can get access to your data if your intention is to check, complete, change or delete them. If it turns out that you have different intentions when viewing your data, your request may be classified as unjustified.

Instructions for drivers

When you work as a driver at Logistic Force, you are required to comply with statutory provisions regarding rest time (Act on driving time and rest time). Rest times, as provided for by regulations, should be convergent with the time during which, as a driver, you have to wait in connection with loading, unloading, using ferries, etc. If the client obliges you to continue driving, please inform your direct supervisor at Logistic Force immediately.

Please, always have the following documents with you:

- Valid identity document (+ or a foreigner employment permit)
- Valid driving license
- Required certificates for the position
- Valid work assignment statement
- Valid driver card

If you work abroad:

- The latest version of your signed employment contract
- The last payslip based on your salary
- A1 certificate
- Foreign certificate applicable in a given country if you work abroad

Referring to the vehicle which you use to perform your work:

- Vehicle registration card
- Trailer/semi-trailer registration card
- Dutch periodic technical inspection print out
- Eurovignette
- Green card
- NIWO permit [*Nationale en Internationale Wegvervoer Organisatie - National and International Road Transport Organization*]

Before starting work, it is important to check the following points:

- Is any damage visible? Make a note of them, take pictures and report it to both the client and your immediate supervisor at Logistic Company.
- Are the oil, diesel and water levels normal? You may write down your observations.
- Are tire pressure, tread depth and wheel bolts normal?
- Are the lights working properly?

After starting your work:

- **Immediately after completing your work, give the driver's card to the client (for whom you performed work) so s/he could read it!**
- Report oil changes in a timely manner
- Keep your cabin clean in accordance with the information from the client, have the vehicle washed

Have you caused damage?

- Complete the collision form, take pictures and give them to the client
- Keep copies for personal use and for your immediate supervisor at Logistic Force
- Report damage directly to the client and your immediate supervisor at Logistic Force

General bans

As an employee, you are prohibited from being under the influence or possessing alcohol or drugs during your work.

As an employee, you are prohibited from transporting your partner, children or pets while you are working.

In the event of failure to comply with these rules, sanctions may be imposed in the form of reprimand, written warning, suspension or dismissal.

Company representation

We expect that as a good employee you will care about hygiene, wear appropriate clothing (i.e.: you will not wear defiant or very worn-out clothing), also during warmer days, that you will comply with the rules, norms and values as your colleagues at work do, or which are valid in the locations where you work.

Logistic Force has its own clothing line that you can use while performing your work. A clothing contract is concluded in this regard. If you have work clothing, Logistic Force expects you to always wear it when working for Logistic Force.

Settling working hours

Under Logistic Force, there are many ways in which your working hours can be settled, namely:

- You deliver your worked hours on a paper statement of hours
- You provide your number of worked hours digitally in the digital hour processing system
- Your client fills in your number of worked hours digitally in the digital hour processing system

The manner in which it will be binding for you may vary depending on the client. Before you are assigned to a client, your immediate supervisor from Logistic Force will inform you about the way in which your worked hours will be processed and what is expected of you.

If you have to complete or transfer your hours yourself, make sure that they are completed or transferred before Monday by 10:00 am.

Salary of a loaned employee

Your remuneration and emoluments should correspond to the remuneration and emoluments that employees with equivalent positions at the client's are entitled to. The information which components are covered by the salary of the hire employee is governed by the provisions on the pay ratio, as set out in the NBBU-CAO voor Uitzendkrachten [*Collective Labour Agreement for Temporary Employees of the Dutch Association of Temporary Employment Agencies*]. In the confirmation of employment you will receive information on the remuneration method that applies at the client's.

Declarations

If you incur unforeseen costs while performing your work, then you can declare these costs to your immediate supervisor from Logistic Force, subject to prior consultation with your immediate supervisor at the client. When declaring these costs, you should provide the invoice or payment specification before the costs are reimbursed.

Deductions

All imposed penalties or tax charges related to your failure to have correct or valid documents, will only be charged to your invoice as an employee, unless you can prove that you have not received these documents from Logistic Force, despite having asked for them. Logistic Force is obliged and entitled to directly pay the required amounts to third parties and to deduct them directly from your net salary. You give your prior consent in this regard.

Payment of salary

During your registration, you can choose whether you want to receive payment of your salary every week, or every four weeks. You can then change the options, however only once per calendar year. On the Logistic Force website you will find the payment calendar.

Payment of your salary can only be made when we receive the signed employment contract from you. We are not allowed, and we cannot pay your salary in advance.

As a rule, the payment of your remuneration is carried out on Friday, but depending on the speed of data processing at your bank, the remuneration may appear on your bank account later.

Salary payslip and Annual salary statement

For each payout you will receive a salary payslip. The payslip specifies each component of your remuneration, which has been processed for you, for which client you worked and at what gross hourly rate you were remunerated. There is also information about the amount of your earnings in the current year, the types of contributions that have been paid off and the amount of remuneration reserves you have earned.

By March 31 of the new calendar year at the latest, you will receive an annual statement of remuneration for the past calendar year. The annual statement of remuneration is issued only once. Therefore, keep it in a safe place.

Holiday days

Article 26 of the NBBU-CAO states that for each full working month (40 hours per week) you are entitled to 16 2/3 hours of annual leave or a proportionate part if you have not worked a full working month.

If you are a summer employee and work for Logistic Force only during the official holiday period for your educational institution, then for a full working month (40 hours per week) you are entitled to 13.33 hours of holiday leave.

If you want to take a vacation, you should report it to your client and your immediate supervisor from Logistic Force in a timely manner.

If the client applies the principle of compulsory total close down of the company or collective leave for employees of the company, then Logistic Force reserves the right to oblige you to take compulsory leave during this complete close down of the company. If the positive generated balance is insufficient, you are required to take unpaid leave.

Your holiday accrued due is intended to provide you with rest in order to take care of your health and well-being. As a good employer, we think you should take care of this rest at the right time. Therefore, in the meantime it is not possible to collect earned reserves of your remuneration for the purpose of statutory annual leave in the form of a cash equivalent.

Holiday allowance

You are entitled to a 8.33% holiday allowance. Payment is normally made in May, and you cannot withdraw from this. In addition, you have the option to pay your earned holiday allowance in the meantime.

You can apply for this to your immediate supervisor at Logistic Force.

Extraordinary leave/short absence from work

In certain cases, you may, as an employee, apply for extraordinary leave/short absence from work, as described in Article 28 of the NBBU CAO. Please submit proof such as marriage certificate, medical certificate etc., to your immediate supervisor at Logistic Force.

If you are employed under an employment contract with on a secondment basis, then every week, in addition to your regular remuneration, you receive an additional remuneration in the form of a fixed percentage for extraordinary leave/short absence from work. Therefore, you will no longer receive extra payment for extraordinary leave/short absence from work, if you would normally be entitled to such payment.

Recognized public holidays

Under Article 27 of the NBBU CAO, you have the right to continue payment of remuneration for public holidays. When determining the number of holiday hours for which you will receive remuneration, use a representative period. In addition, this representative period will enable to check whether you would really work on the day of the holiday. If it is confirmed, we will pay you for the day of holiday.

The recognized Dutch holidays for which the holiday allowance is payable are: New Year*, the second day of Easter, King's Day*, Liberation Day * (once every 5 years), Ascension, the second day of Pentecost Day and the first* and second day of Christmas (*unless it falls on Saturday and/or Sunday, or a day that falls in their place).

Training

Your immediate supervisor at Logistic Force will identify the training needs with you. You can think of courses and training as part of job requirements, safety and health and personal development (permanent employment). In any case, courses and training are to lead to increased employment opportunities in the labour market, better performance of a given job, diploma or certificate recognized in the industry. A training agreement is used as the basis for the trainings.

Pension

When you start work at Logistic Force Center B.V., then you participate in the StiPP pension regulation. Every employee who is 21 years of age or older, after 26 worked weeks automatically participates in the basic regulation of StiPP, provided that you have not yet reached retirement age. If you have previously participated in the StiPP retirement regulation, even at employers other than Logistic Force, it is possible that you can apply to StiPP sooner than after working 26 weeks. For more information, please visit www.stippensioen.nl.

If you take up work at LF Transport B.V., then you immediately take part in the retirement/pension regulation of professional freight, provided that you are at least 21 years old and that you have not yet reached your retirement age. So you do not have to work 26 weeks before you can proceed to retirement regulation in the industry of professional transport of goods.

Systematics of NBBU CAO phases

Phases 1 and 2

This phase lasts for 78 worked weeks. During this period, you can enter into an unlimited number of employment contracts, and you can exclude the obligation of your remuneration payment continuation. This means that you only get paid if you actually performed work.

In phase 1 and 2, the condition of secondment is allowed. If the condition of secondment applies to your employment contract, your employment contract expires on the day on which your secondment ends or when you become unable to work.

Phase 3

Only when phase 1 and 2 are fully completed you are employed in phase 3. Phase 3 lasts a total of 208 calendar weeks. During this period, you can be offered a maximum of 6 employment contracts.

Phase 4

When phase 3 is fully completed and work is continued within 6 months, or a new temporary employment contract is concluded, you are employed in phase 4. Then you receive a contract of employment for an indefinite period of time

End of employment relationship

Your employment contract may end for a variety of reasons. If the initiative to terminate the employment relationship is on your side as an employee, you must notify Logistic Force in writing to info@logisticforcepayroll.nl. After receiving your letter, from Logistic Force you will receive confirmation of termination of the employment relationship in writing.

If the employment relationship ends, within six weeks you will receive a final settlement for unused holiday days, holiday allowance, any other individual reserved payment, training debt and any other matters that still need to be settled.

At annual settlement, you will receive a replacement payroll control slip for the last employment period, with the final settlement specification on it. Will you receive any benefit after your employment at Logistic Force? Make sure to transfer the remuneration received at the final settlement to your health service provider in the appropriate period.

By mutual agreement, the six-week period, which is the final settlement, may be extended in writing to 18 weeks in accordance with Article 29 (3) of the NBBU Collective Agreement for Temporary Employees. This may be the case, inter alia, when future settlements are expected and their exact amount is not yet known.

Certificate

At the moment of your joining the Logistic Force, you can request a certificate.

Preserving confidentiality

If you are employed at Logistic Force, both during and after your employment relationship, regardless of the manner and reason for terminating your employment relationship, you are bound by the principle of complete confidentiality regarding all data you have obtained in relation to Logistic Force and the client(-s) that you have worked for.

In the event of an offence, you must pay a fine to the Logistic Force, in derogation to the provisions of Article 7: 650, paragraphs 3, 4 and 5 of the Civil Code, without notice and delay, which Logistic Force is entitled to, and which is immediately payable at the amount of € 5,000 for each offence, plus € 500 for each subsequent day of the offence.

Complaints procedure

If, despite our good intentions, you have a complaint about the services we provide, please report it. This can be done through the site www.logisticforce.nl via the "ik heb een klacht" option [I have a complaint], or by sending an email to feedback@logisticforce.nl.

Your complaint will be considered by an employee of the Logistic Force complaint committee. You will receive a substantive response to your complaint within 10 days of receiving the complaint. We may also ask you for supplementary information so that we can process your complaint properly.

Discrimination

Logistic Force is focused on creating a fair opportunity for you at work, regardless of your age, gender, gender identity, marital status, sexual orientation, life, political and religious beliefs, race, ethnicity, disability, chronic illness or citizenship. In our recruitment and selection procedure, we always strive for equal treatment of job seekers. Our recruitment and selection procedure is therefore focused solely on an objective assessment of job criteria.

Nevertheless, also equal treatment in the workplace by colleagues and supervisor at Logistic Force and with the client at Logistic Force has the highest priority.

If you feel that you have been mistreated by a colleague at Logistic Force, at the client's, where you work, or at its client, please report it to us immediately. This can be done by turning to your immediate supervisor at Logistic Force, through the site www.logisticforce.nl via the "ik heb een klacht" option [I have a complaint], or by sending an email to feedback@logisticforce.nl.

Your notification will be considered by an employee of the Logistic Force complaint committee. You will receive a substantive response to your notification within 10 days of receiving the notification. We may also ask you for supplementary information so that we can process your complaint properly.

Trusted person

If during your work for Logistic Force you deal with undesirable forms of behaviour and/or matters related to your inviolability and you do not feel good about it or you are uncomfortable about implementing a regular complaint procedure, you can report it to a "trusted person" at Logistic Force.

A trusted person offers a kind conversation, will discuss with you what the problem is and will seek a solution what kind of next steps should be taken in relation to your issue. A trusted person will support and advise you in this process. It is important that the trusted person has a confidentiality obligation and will treat all conversations with you as confidential.

A trusted person is available from Monday to Friday from 08.00 am to 5.00 pm.
Telephone: 06-45550657
e-mail: simone@keesmanagement.com

Inadequate performance of functions

Logistic Force will always be informed by the client when performance of your functions does not lead to the desired result. Logistic Force will discuss improper functioning with you and make necessary arrangements with you which it will keep in your dossier.

Sanctions

If one or more of the above obligations are not met, Logistic Force is entitled to apply labour law measures, including withholding payment of remuneration.

During the period in which you will be employed in Logistic Force and you will act contrary to your obligations and/or what Logistic Force may expect from you as an employer from a good employee, or if you intentionally refrain from doing your job described in the employment contract or also in the confirmation of assignment (including in the relevant regulations and applicable collective agreement with attachments and the Civil Code), Logistic Force is entitled to (temporarily) suspend payment of your remuneration.

Logistic Force absence regulations

In these regulations, the term "Logistic Force" refers to: the limited liability company Logistic Force Service Centre B.V. and/or the limited liability company LF Transport B.V.

Illness notification

When due to incapacity for work you are not able to perform the agreed work, or if you know that you will soon not be able to perform it, you should report it in person and by phone to both the immediate supervisor at the client's and the immediate supervisor at Logistic Force. The notification should be made as early as possible before starting work – and in any case by 10 am. In addition, you must report your illness to Logistic Force in person between 08:00 am and 10:00 am, using the following telephone number: 013-7200900

If you return home ill during working hours, you need to report it personally, both to the direct supervisor at the client and the immediate supervisor at Logistic Force and follow the procedure described above.

If you get sick at a weekend or on a non-working day, you must report it immediately or on the first day when Logistic Force operates. If possible, you should immediately notify your direct supervisor at the client and the direct superior of Logistic Force.

When reporting illness, please provide:

- reason for absence;
- presumed duration of absence;
- the address where you are and the phone number at which you are available;
- if applicable: information whether the disease/injury was caused/caused by a third party (for example in the event of an accident (at work)).

We will then agree with you when we will contact you again. We expect you to call on the set day at the set time.

Staying at home

After submitting a notification of absence, you can expect a home visit by an inspector in a short period of time or a call from an occupational physician from the OHS Logistic Force. For this purpose, you shall be available at the address provided until the first telephone check, when you receive the first call for consultations, or until the first home visit of an occupational physician or another OHS or Logistic Force employee. Until the first call or visit, you may only leave the place of your stay for the purpose of visiting your GP or return to work.

If you think there are reasons to do so, you can ask Logistic Force to be released from the obligation to be at home (at certain times of the day). Logistic Force is the only institution that can agree to it (in writing).

Availability

You must always be available to an occupational physician, occupational medicine consultant and Logistic Force. Therefore, you are required to provide a phone number and address where you will be available, and agree to be visited at this address.

If during your incapacity for work you move, you are living temporarily somewhere else, or change the address where you are being treated (for example as a result of being admitted to hospital or other institution and being discharged from it), you must notify Logistic Force about it in writing and/or by phone within 24 hours.

Obstacle to recovery

If, during incapacity for work, you behave in a way that may endanger your recovery, Logistic Force, after obtaining a recommendation from an occupational physician, may refuse to continue paying your salary.

You must follow the recommendations and arrangements made between you and the Logistic Force and/or the occupational physician.

Performance of work

During the period of incapacity for work, working is not allowed unless it is work which is adapted and offered by Logistic Force as part of a return to work and reintegration.

You have the duty to cooperate as much as possible in the performance of the relevant work, as well as accept and carry out this work. Appropriate work will be determined in consultation with Logistic Force and based on occupational medicine. Appropriate work can be work in a different, maybe lower position and/or at other times and/or with longer travel times and greater distances, etc. You declare that you agree to perform this other, appropriate work. When discussing whether the work is appropriate, you can request UWV for an expert opinion. The costs of this opinion are on your account.

Leave and incapacity for work

If you have planned a holiday during your incapacity or are planning to take a holiday (domestically or abroad), you must notify Logistic Force. An occupational health and safety physician will assess whether this holiday is not an obstacle to your recovery. Logistic Force will then confirm it in writing whether you are given consent to it. This also applies in the case of leave based on medical advice. Holiday days used during the period of incapacity for work are recorded as holiday days.

If you become unfit for work while on holiday, being abroad/not being abroad, these absence regulations apply accordingly. In this case, you must provide a medical certificate to Logistic Force within 3 days. This certificate must in any case show that you contacted your local GP within 24 hours of becoming ill. If this is not an obstacle to the healing process and your health allows it, then you should return to your place of residence/temporary stay within a reasonable time.

Consultations

You are obliged to respond and consent to the call to appear for consultation at the occupational physician or other specialist appointed by the health and safety services. An appointment can be cancelled only after providing a valid reason at Logistic Force, 48 hours in advance. If you do not cancel your appointment (on time), you will be charged for the consultation.

You must also respond and consent to the call for consultation with Logistic Force and/or a reintegration employee, also if you intend to return to work the day after the day on which the meeting takes place or at a later date. At the same time, you are required to comply with any form of telephone or written communication with a request to contact Logistic Force, OHS services and/or a reintegration employee involved in the case.

If you have returned to work in the meantime, then you must contact Logistic Force with the question whether you still have to come to the consultation. Logistic Force will decide about that.

Return to work after recovery

As soon as you are able to return to work completely or partially, and in any case you are able to perform your tasks properly, you are obliged to notify Logistic Force about it, after which they will notify the health and safety services. You are expected to show initiative and not simply wait for an order to return to work.

Providing information to Logistic Force

Taking into account the physician-patient privilege (medical confidentiality), health and safety services provide relevant information to Logistic Force. This also applies to data that led to the fact that examination and care were not possible due to your actions.

Other obligations

You shall fulfil the obligations imposed on you by, inter alia, the act on waiting for recovery. This applies, among others, to:

- Granting full cooperation in the reintegration process;
- Acceptance and performance of appropriate work, on a therapeutic basis or not;
- Compliance with laws and measures aimed at returning to work;
- Discussing action strategies;
- Reporting and recording your own reintegration activities;
- Supplementing the reintegration report (prepared by Logistic Force) with your own view;
- Requesting for the provision of WIA benefit and submission of reintegration dossier as well as signing and returning the remaining reports.

Sanctions

If one or more of the above obligations are not met, Logistic Force is entitled to apply labour law measures, including withholding payment of remuneration and charging you the costs resulting from occupational medicine actions (checks and more).

Payment during incapacity for work

If you have an employment contract without a secondment/assignment condition, then Logistic Force shall pay you sickness benefit in accordance with the NBBU collective agreement for temporary employees in the event of incapacity for work, provided that you abide by the absences regulations correctly. You need to take into account 1 day of waiting.

If you have a temporary employment contract with the condition of secondment/assignment, then your employment contract expires on the first day of incapacity for work. Then, the sickness act will cover you. You need to take into account 2 days of waiting.

If your employment contract expires while you are still unable to work, we report that you have finished your work while still being sick and transfer your data to UWV. From that moment, UWV will take care of your sickness benefit and take over further reintegration.

Non-structural remuneration, such as any reimbursement of incurred costs and/or travel expenses, are not paid during incapacity for work.

Need more information?

If you have any enquiries or comments arising from the internal and/or absence regulations, the Logistic Force team is at your disposal.

Logistic Force team