

Employment regulations

Biocartis NV

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1. General information

Company Name:	BIOCARTIS NV
Address Registered Office:	Generaal De Wittelaan 11B 2800 Mechelen
Address Sales Office:	/
Enterprise number:	0827.475.227
Registration number NSSO:	010/1844067-96
Short description business activity:	Biotechnological Research and Development (personalized healthcare and molecular diagnostics)
Joint Committee:	200.00 (office workers)

2. Scope

The present Company Rules (hereinafter "Company Rules") serve to establish the terms of employment for the Employees (hereinafter jointly referred to as "Employees" or individually as "Employee"), without distinction, of the company (hereinafter referred to as the "Employer").

A copy of these Company Rules is delivered to the Employee. Upon signing the present Company Rules, both Employer and Employee undertake to comply with all the stipulations therein.

In some individual cases, exceptions to these company rules may be granted to both Employer and Employee, without prejudice to the legal and regulatory requirements.

3. Rights and duties of employees

3.1. Compliance with regulations, rules and instructions

Employees shall comply with all legal and regulatory provisions and the Employer's internal regulations. They shall observe the discipline within the enterprise and shall cooperate in order to practise their professional duties adequately, whilst protecting the Employer's interests.

The Employees shall strictly observe all instructions by the Employer, its management and supervisory staff.

Adherence to the information security policies is part of the employee behavior and performance. Non-compliance to the information security policies may result in disciplinary actions at the instigation of the Information Security Officer and in consultation with the Head of People and Organisation.

3.2. Work performance

Employees are under the obligation to execute the professional duties convened at the time of engagement. They shall execute their professional duties in a diligent, honest and accurate manner. Work time, place and methods shall be those agreed upon.

Employees may not refuse to temporarily perform other duties, in order to ensure the smooth operation of the business, insofar these other duties are in line with the employee's physical and mental abilities. Employees shall receive their normal remuneration for the execution of these temporary duties, unless the pay scales of the applicable collective labour agreement stipulate a higher pay for temporary duties. Payment of a higher remuneration for temporary tasks does not constitute, on behalf of the Employee, an acquired right to a pay increase.

It is strictly forbidden for Employees to organise or make collections or to offer products or services on the Employer's premises, unless required as part of their professional duties.

3.3. Place of work

Unless the employment agreement states otherwise, Employees shall perform their duties at the Employer's premises, exception being made for business trips and meetings taking place outside these premises as part of their professional duties.

In case the Employer relocates, the Employees shall continue to perform their duties at the new premises, in accordance with the stipulations in the present Company Rules.

Employees shall not invite any individuals foreign to the company to enter the company premises without prior approval by the supervisory staff and the HR department, exception being made for the Employer's business contacts.

3.4. Equipment and materials

Employees shall use the offices, systems, equipment and materials put at their disposal by the Employer in a diligent manner, exclusively for work-related purposes and with a view to performing their professional duties. In accordance with the applicable legal provisions, Employees will be responsible for all damages to said offices, systems, materials and equipment. The Employee is not allowed to use these for private purposes, except if prior written permission is given by the Employer.

The Employer cannot be held liable for damages or theft of the Employees' personal possessions, unless the applicable legal provisions rule otherwise.

3.5. Secrecy, unfair competition and exclusivity

The Employees shall refrain, both during and after termination of their employment, from divulging any manufacturing, trade or business secrets, knowhow or secrets related to personal or confidential matters of which they gained

knowledge during the performance of their professional duties, including information about other employees, suppliers or clients of the Employer. They shall keep secret this or any other confidential information of which they have gained knowledge during their employment, and shall not divulge it to third parties.

The Employees shall refrain, both during and after termination of their employment, from any acts of unfair competition, or complicity in any such acts.

During their employment, Employees shall not work for another employer, be it directly or indirectly, and shall refrain from performing professional activities for their own account, unless prior written permission has been given by the Employer.

3.6. Responsible driving

Employees who accept to drive for the account of the Employer, are expected to obey traffic regulations. All damages caused by an Employee due to a violation of traffic regulations, whether or not said violation occurs during the performance of their duties, is at the charge of the Employee, pursuant to the applicable legal provisions.

4. Rights and duties of supervisory staff

The Employer delegates the responsibility for distributing work and supervising work performance to supervisory staff, who shall act within limits of the powers granted to them.

The responsibilities of the supervisory staff include, more specifically:

- checking attendance and monitoring absences;
- work distribution;
- monitoring work performance;
- enforcing order and discipline;
- ensuring the normal operation of company equipment, and informing the Employer of any breakdowns or malfunction;
- ensuring compliance with safety, health and hygiene regulations, and, generally, all regulations concerning the Employees' well-being at work, including the work station sheets;
- stimulating goodwill and positive working relationships among the Employees;
- supervising internal rules and procedures, including but not limited to the company regulations governing access to and use of computers, e-mail, internet and any other form of information and communication technology;
- informing the HR department about all absences, late arrivals, requests for leave, etc.
- forbidding an Employee to perform or continue to perform certain activities if it is apparent that the Employee is not capable of performing or continuing to perform said activities.

If a member of the supervisory staff is absent, the person replacing them shall have the same powers and obligations.

5. Work time

5.1. Working hours, work schedules and methods to measure and monitor work performance

Work time is determined pursuant to the applicable legal and regulatory provisions and the provisions of sectorial collective labour agreements which have been declared generally binding.

Employees will comply with the work time and perform their professional duties in strict compliance with the work schedules attached as an addendum to the present Company Rules.

5.2. Overtime

Employees who are subject to the legal and regulatory provisions with regard to work time, shall, pursuant to these provisions, accept to work overtime upon the Employer's request, subject to express prior approval by the Employer.

Employees who are not subject to the legal and regulatory provisions with regard to work time, including but not limited to sales representatives, managerial staff and/or staff who hold a position of trust, shall accept to perform additional duties and take such action as may be necessary for the fulfilment of their professional mission. Such additional work performances are sufficiently compensated for by the Employee's regular salary as defined in the employment agreement, and shall not open the right to any form of additional pay, overtime pay or compensatory time off.

In implementation of the collective bargaining agreement on working time within Joint Committee 200 of June 9, 2016, the period for recovery of overtime is extended to a period of 12 months starting from on the first day of the month in which the overtime has been performed. The overtime will preferably be compensated by full days of rest.

5.3. International business trips

Employees who carry out business trips outside their main country of employment for maintenance activity and repairs, are expected to follow the limits of the working time (daily and weekly limits) and the timetables as set out in the current employment regulations.

Travel time to and from a foreign country is not considered as working time and is not separately reimbursed by the employer. For each intervention abroad the standard working time of maximum 8 hours per day will be counted for and this regardless of the effective duration of the travel time and actual intervention. The day of departure and arrival is always considered as a complete working day (8 hours), even if this day falls on a Saturday, Sunday or other day off.

In case the day of departure or arrival would lead to overtime (e.g. in case this day would fall on a Saturday or a Sunday), these hours will be reimbursed as overtime/compensated in accordance with the legal provisions in this respect.

6. Holidays

6.1. Public holidays

Public holidays are:

- New Year (1 January)
- Easter Monday
- Labour Day (1 May)
- Ascension Day
- Whit Monday
- National Holiday (21 July)
- Assumption Day (15 August)
- All Saints (1 November)
- Armistice (11 November)
- Christmas (25 December)

The Employer will pay the salary for the aforementioned public holidays in accordance with the applicable legal provisions.

Except for weekend shifts (see Annex 1C), when a legal holiday coincides with a Sunday or a regular inactivity day, it shall be replaced by another regular workday. The Employee shall seek prior agreement from the Company before taking up such a substitute holiday.

In case the Company decides to have fixed substitute days, these substitute days will be communicated by means of a written notice to be posted at the business premises, at the latest on the 15th of December of the year before the year during which the substitute holidays must be taken. A copy of this notice is attached as Addendum 6 of the present Company Rules.

6.2. Part-time workers

Part-time Employees are entitled to public holidays, as per the following provisions:

- Part-timers on a fixed work schedule are entitled to the public holidays that coincide with their regular working days and the substitute days. If, however, the Employee's work performance is distributed over less than 5 or 6 days a week, the part-timer shall only be entitled to the public holidays and substitute days which coincide with their regular working days.

In such cases, pay is due for the hours which would have been worked, should this day have been a regular workday.

- Part-timers on a flexible work schedule (i.e. the part time employment agreement only stipulates the number of working hours, and not the exact days and times the work must be performed) are entitled to the public holidays and substitute days that coincide with their regular working days

In such cases, pay is due for the hours which would have been worked, should this day have been a regular workday.

The Employee shall additionally receive a fixed sum for public holidays outside the part-timer's regular working days (except if the Employee took up a substitute day of leave). This fixed sum shall be calculated by totalling the pay received by the part-timer for the four weeks preceding the public holiday, divided by the number of effective workdays within the company during said period of four weeks.

7. Annual leave, collective annual leave and seniority days

The length of the annual leave has been set pursuant to the coordinated Acts of 28 June 1971 and the ensuing implementing orders, specifically the Royal Decree of 30 March 1967 regulating the annual leave.

The employees who reach 5 years of seniority will be entitled to one (1) extra-legal paid day off ("seniority day"), a second (2nd) extra-legal paid day off ("seniority day") will be attributed to the employees who reach a seniority of 10 years. This seniority day can be taken as from January 1st of the year in which respectively the 5-year seniority and/or 10-year seniority will be reached. As soon as the employee meets the seniority conditions, he/she can choose to convert one or more of his/her seniority days into a seniority holiday budget via the Flex Income Plan™. The holiday counter will then be adjusted. The freed up budget will allow the employee to spend it on the benefits offered by the Flex Income Plan™.

In case the Employer organises one or several periods of collective annual leave, the dates of the collective annual leave shall be attached every year as an appendix to the present Company Rules.

The remaining leave days (and seniority day) shall be decided in mutual agreement, taking the business necessities into account. The Employee shall submit a written request to the HR department, via myworkandme/eBloxHR, no later than 5 working days before the intended leave period.

For heads of family, annual leave will be granted on a preferential basis during school holidays.

If the request is refused, the Employee shall not take up the requested leave days during the intended period.

Leave days that are not requested and approved beforehand, will be considered unlawful absences.

All leave days (and seniority day) must be taken up no later than 31st December of the affected holiday year.

Collective annual leave

There is a period of collective annual leave applicable for the employees mentioned in annex 8. The dates of collective annual leave for 2021 are also set in this annex 8.

Within this period there are normally no professional activities (closure).

Exception: if, for specific operational reasons, the need arises to continue the activities, for example in the production department, with a (limited) workforce during the collective annual leave period, the employees of this department can be asked to withdraw the initially planned collective annual leave period (on a voluntary basis).

In principle, such a request will be addressed to the employees concerned no later than 5 werkdagen before the start of the collective annual leave period (except in case of force majeure).

In that case, the collective annual vacation days not taken by these employees will be added back to their vacation balance, whereby these days can be further scheduled and taken individually for the employees concerned during the current vacation year.

In view of the planned period of collective leave, the vacations planned by Biocartis collectively in this period will be deducted from the annual number of statutory vacations to be spent.

For employees who would not have accrued sufficient vacation entitlements in the year of service to take vacations during the collective annual leave period, these days will be considered by Biocartis as days of permitted absence (unpaid).

These dates may change annually, will be communicated before the end of December each year and will be added to the Biocartis employment regulations.

8. Incapacity to work

In case of absence due to sickness or accident, the Employee shall

- 1) notify the Employer – HR department (via registratie in myworkandme/eBloxHR) and line manager – of their absence no later than 2 hours prior to the usual start of the employment.
- 2) deliver a medical certificate to the employer no later than two working days after the commencement of the inability to work.

The medical certificate shall contain the following information:

- whether is it a first certificate, an extension of a previous certificate or a relapse;
- the day on which the medical certificate was delivered;
- the duration of the inability to work, i.e. estimated start and end date;
- whether or not the Employee may leave his domicile, whether or not to undergo a medical check;
- the reason for the inability to work : e.g. sickness, professional illness, accident, hospitalization;
- name and address of the physician delivering the certificate;
- signature and stamp of the physician delivering the certificate.

A copy of this certificate should be uploaded in myworkandme/eBloxHR.

No medical certificate is requested for the first day of incapacity. This first day is considered to be :

- in case the employee falls sick during the work day, the day on which the employee interrupts the work; or
- in case the work day has not yet started, the first day on which the employee will not come to work.

If the incapacity to work lasts longer than originally estimated, the Employee shall immediately inform the Employer - HR department (via registratie in myworkandme/eBloxHR) and the line manager. Additionally, the Employee shall supply to the Employer a new medical certificate, containing all the data mentioned under article 2, within two working days.

In case of a relapse/ a renewed inability to work within the first 14 calendar days after the previous inability has ended, the Employee shall have the medical certificate indicate whether or not the new inability to work is due to a different reason. If there is no such indication, it will be assumed that both instances of inability to work are due to the same illness or the same accident.

Employees who are unable to work shall agree to have their health condition checked by an examining doctor, a physician who is authorized and paid by the employer , pursuant to the Act of 13 June 1999 on medical checks. If the employee resides somewhere that is not their official address during the period of inability to work, they will immediately inform the employer of their whereabouts, in writing.

During the first five working days of the inability the Employee is required to daily, between 12.00 and 16.00, remain available for a possible visit paid by the examining doctor at his official address or at another location of which the Employee has previously informed the Employer. If the Employee is absent during these first five working days at the time of the visit, the Employer may refuse to pay the guaranteed salary, from the day of the examining doctor's visit.

If the Employee is absent during the visit paid by the examining doctor, the doctor leaves a written message requesting the Employee to present themselves at the physician's office/surgery on the day, time and at the address stated therein. As such, the Employee is obligated to regularly collect their mail or ensure that somebody else collects it.

After the aforementioned period of 5 working days, whereas the medical certificate indicates that the Employee must not leave their domicile and the Employee is absent during the visit of the examining doctor, the Employer may refuse to pay the guaranteed salary, from the day of the examining doctor's visit.

Medical disputes between the Employee, the Employee's physician and the examining physician shall be decided by arbitration, pursuant to Article 31 of the Act of 3 July 1978 on employment agreements.

If the Employee fails to comply with one of the above obligations, except in case of force majeure, they will lose their right to guaranteed pay for all the days of inability to work preceding the failure to comply with said obligations. The non-compliance with the aforementioned obligations shall furthermore constitute a compelling reason for dismissal (termination for cause).

9. Discretionary leave of absence

9.1. Compelling reasons

The conditions under which an Employee is entitled to leave of absence for compelling reasons, are specified in the Act of 3rd July 1978 on Employment Agreements, Art. 30bis, amplified by the Collective Labour Agreement No. 45 of December 19, 1989 on the implementation of leave of absence for compelling reasons, as convened in the National Labour Council, and the applicable sectorial collective labour agreements.

Pursuant to these provisions, an Employee has a right to unpaid leave of absence in case there are compelling social or familial events requiring the Employee's urgent and indispensable intervention (e.g. accident or hospitalisation sustained by a spouse or a child, serious material damage to the employee's home, ...) for the period that is necessary.

The duration of such leave may not exceed 10 working days per calendar year. For part-timers, the maximum duration is calculated pro-rata.

The Employee shall inform the HR department (via registratie in myworkandme/eBloxHR) and line manager beforehand. If this is not possible, the Employee shall inform the HR department and/or line manager as soon as possible. The Employee shall use the leave of absence exclusively for the purpose for which it has been granted. Upon the Employer's request, the Employee shall deliver proof of the compelling reason.

9.2. Short leave of absence

The conditions under which an Employee is entitled to short leave of absence, are specified in Art. 30 of the Act of 3rd July 1978 on Employment Contracts, the Royal Decree of 28th August 1963 on the right to full pay for leave days, amplified by Collective Agreement No. 16 of 24th October 1974 on the right to full pay for workers on leave of absence due to specific family events, as concluded in the National Labour Council, and the applicable collective labour agreements as concluded in Sectorial Committee 218.

In accordance with these provisions, employees have a right to leave of absence, while retaining their full salary, due to family events (e.g. a child's Solemn Communion, demise of a parent, etc.), the fulfilment of civil obligations or duties (e.g. elections), or a personal appearance in Court (see 7).

To open the right to full pay, the Employee shall notify the HR department beforehand via e-mail to HRPayrollBelgium@biocartis.com. If this is not possible, the Employee shall notify the HR department as soon as possible via e-mail to HRPayrollBelgium@biocartis.com. The employee shall use the short leave of absence for the intended purpose. The Employee shall give proof of the event for which short leave of absence is taken. This event must furthermore coincide with a normal working day for the Employee, unless the law provides otherwise.

9.3. Late arrival, early departure and other absences

Arriving late for work, interrupting work and leaving work early are not permitted, unless express prior permission is given by the Employer.

If an Employee arrives late for work or is absent due to an unforeseen event, independent of the Employee's will, which occurred on their way to work, the Employee shall immediately notify the Employer. The Employee shall be only be entitled to pay in accordance with the applicable legal provisions.

An Employee who is absent from work without a valid reason, shall lose the right to pay for entire period of time during which they have were not on active duty, without prejudice to the Employer's right to impose sanctions. After a period of unjustified leave of absence, the Employee may only resume work after formal approval by the Employer or the Employer's delegate.

Additionally, any of the sanctions detailed in the present Company Rules may be imposed on the Employee.

Unjustified absences of more than 48 hours, except for reasons of force majeure, may be considered a compelling reason to terminate the employment agreement for cause, in which case no period of notice or compensation in lieu of notice shall be given.

10. Remuneration

10.1. Remuneration Policy

The elements which serve to calculate the salaries feature on the payslips and the individual earnings record.

Further details on the calculation methods and copies of individual earnings records may, subject to prior written request, be obtained from the HR department (via e-mail to HRPayrollBelgium@biocartis.com) or the Employer's social secretariat.

The Employer's remuneration policy is in accordance with the collective labour agreement no 25 of 15th October 1975 on equal pay for male and female workers, attached as annex 3 of the present Company Rules.

10.2. Payment

The salary is paid no later than the 28th day of the work period for which the payment is due, by transfer into the bank account number the Employee has communicated to the Employer.

Employees shall reimburse the Employer immediately for any amounts paid in excess.

Attachment and distraint on wages will be executed in accordance with the conditions and limitations laid down by the Act of 12th April 1965 and by the Judicial Code.

10.3. Bonuses and/or fringe benefits

The Employer may grant, at his sole discretion, bonuses and/or fringe benefits to one or several Employees, on top of the amounts that are legally due. These gratifications constitute mere generousities and may not be invoked by the Employee as a legal basis for future claims in the course of the employment. The Employer may at all times modify or withdraw such bonuses or fringe benefits.

10.4. Contribution towards travel costs

In accordance with the applicable regulations and stipulations in the collective labour agreements, the employer's contribution towards travel costs of home-work journeys will be paid together with the wages, on the condition that the Employee duly delivers the required justification to the Employer in a timely manner.

10.5. Extra-legal insurances

1. Group insurance

For the benefit of its employees, the employer has concluded a group insurance. The affiliation to this group insurance is mandatory for employees resorting under the Belgian social security and employed through an employment contract of definite or indefinite duration.

2. Collective insurance against disability

Together with the affiliation with the group insurance the employee is also affiliated with the collective insurance against disability.

3. Collective insurance against medical expenses

The employees resorting under the Belgian social security and employed through an employment contract of definite or indefinite duration are benefitting coverage for medical.

11. Ban on violence, harassment and sexual harassment & psychosocial risk management

11.1. Definition and statement of principle

Definition:

A psychosocial risk is the chance of one or several employees suffering psychological damage, possibly in combination with physical damage, due to exposure to work-related factors, such as the work organization, the work content, the working conditions, the working environment and the interpersonal relationship at work, on which the employer has an impact and which objectively constitute a hazard. We distinguish between two types of health damage: firstly, risks related to harassment and sexual harassment and secondly, risks (unwanted and unacceptable behavior at work) that may cause stress, burn-out and conflicts.

Statement of principle on psychosocial risk management in general

Biocartis values the diversity of its work force and strives to create a climate of well-being for its employees. This goal can only be reached if all employees treat each other with courtesy and respect. We expect every employee to commit to this principle, and thus to avoid violence, harassment, sexual harassment and unwanted and unacceptable behavior at work. We call upon all our employees not to encourage or tolerate such behavior in others, but on the contrary, to address and solve any issues. Even smaller conflicts need to be addressed constructively and solved as soon as possible.

- ✓ Every employee engages to address situations that may cause stress or burn-out.
- ✓ Insofar Biocartis has an impact on these risks, the company engages to take the necessary preventative measures in order to prevent psychosocial risks at work, and in order to prevent or limit any damages.

11.2. Procedure and scope

Employees who consider themselves to be victims of violence, harassment or sexual harassment at work, may turn to the internal confidential counsellor or, if no such confidential counsellor has been appointed or if the Employee prefers to directly address the prevention adviser, to the competent specialist Prevention Adviser for Psychological Aspects at work, as set forth in 3 to the present Company Rules.

The confidential counsellor or specialist prevention advisor hears the Employee within a period of eight calendar days after the employee has approached them.

Informal and formal procedure

1. Informal request/informal intervention:

The essence of the informal procedure is to seek, in mutual consultation, a solution for psychosocial risks arising from the work situation. The informal procedure allows to maintain confidentiality, as the employer or the employee's supervisor is not informed or asked to intervene.

- If the employer or the employee's supervisor is already aware of the problem, the Confidential Counsellor or the Prevention Adviser for Psychosocial Aspects will discuss to what extent consultation with the employer is required in order to create a serene atmosphere for an intervention.

2. Formal request/formal intervention

- The essence of a formal request is that the employee addresses the employer in writing, via a special procedure, to request an intervention by the employer if a psychosocial risk arises.
- The essence of the formal intervention by the Prevention Adviser for Psychosocial Aspects is that the Advisor first analyses the risks that are present, and then informs and advises the employer on the measures that may be taken to prevent health damage.
- Within the formal intervention procedure, solution-driven consultation and mediation may also be used. The employer shall be informed thereof via the advisory report.

Scope

- The procedures for psychosocial risks are applicable to any employee who considers that he suffers harm or damage due to psychosocial risks or who wants to prevent such damage.
- The procedures are also applicable to any third parties working within the enterprise, under certain conditions.
- In case of violence, harassment, sexual harassment, unacceptable behavior at work by third parties, the employee may have their statement recorded in the "Facts Unwanted and Unacceptable Behavior by Third Parties" registry, that is managed by the Confidential Counsellor or the Internal Prevention Advisor for Safety.

11.3. Sanctions

Offenders who are guilty of violence, harassment or sexual harassment at work, can be punished – after the case has been thoroughly investigated – by applying any of the sanctions provided in the present Company Rules.

Individuals misusing the complaints procedure can also be punished by the application of any of the sanctions provided in the present Company Rules.

11.4. Resuming work after leave of absence

Employees who have been victim of Unwanted and Unacceptable Behavior at Work, shall receive counselling when they resume work after leave of absence due to sickness or other reasons. The concerned employee and their supervisor decide on the counselling in mutual consultation. The Medical Officer, the Confidential Counsellor, the Prevention Advisor for Psychosocial Aspects may provide assistance.

11.5. Final Provision

The regulatory provisions and the internal corporate prevention documents apply to all situations that are not expressly described in these Company Rules.

11.6. Contact details of the Confidential Counsellor and the Psychosocial Prevention Advisor

See annex 3.

12. Well-being

12.1. Right to disconnect

In application of Articles 16 to 17/2 of the law of 26 March 2018 on strengthening economic growth and social cohesion, every employee has the right to disconnection.

The right to disconnection means that, outside the agreed hours of reachability, employees have the right not to be reachable. This means that they should not receive work-related telecommunications (e-mails, phone calls, or other messages), are not obliged to actively or passively follow up on work-related communications, and should not follow them up. The hours of reachability coincide with working hours, unless otherwise stipulated. Reachability applies only during working hours. During working hours, the employee is at the employer's disposal; however, outside these working hours, the employee is not at the employer's disposal and is free to fill his time according to his own views and interests.

12.1.1. Practical measures to make the right to disconnection concrete :

The following practical measures apply:

- An absence assistant is set up during holiday periods.
- A back-up arrangement is provided during holiday periods.
- Colleagues do not contact each other for professional reasons outside working hours, except in case of urgency.
- Employees do not share mobile phone numbers with third parties (customers, suppliers, etc.), unless for specific profiles in the context of their job and responsibilities.
- Meetings, training, consultation moments, customer appointments are not organised outside working hours, unless exceptionally, such as teambuilding events, customer events, etc. and depending on the position and responsibilities.
- Delivery deadlines for assignments are thoughtfully determined and must be objectively achievable. If an assignment is urgent, it is discussed within the team whether and how it can be completed.

12.1.2. Guidelines for use of digital tools :

- Work-related telecommunications will be exclusively through the following channels :
- All communication channels connected to and accessed via the employee's professional account, being tools such as the e-mail address, collaboration apps such as Zoom Meetings, Teams, Zoom Video Webinars etc,
- All communication channels connected to and accessed via the mobile phone number, which has been made available to the employee by the employer, or for which the employer pays an intervention.
- The employer undertakes not to use, allow or promote private channels (e.g., private email address, social media,...) for work-related communication.
- In the company, the following guidelines apply to the use of digital tools so that the employee's rest periods, leave, private life and family life are safeguarded :

- No professional e-mails, messages, etc. are sent outside working hours except in case of urgency. In case of urgency, we will send the message via SMS/text message.

- The employee is advised to set his status on the communication channels (Zoom, Teams, etc.) to offline outside working hours, adjust his reachability settings and turn off his notifications/messages on smartphone, laptop, etc.

12.1.3. Training and awareness actions :

All employees, regardless of their status or position, are regularly sensitised on the wise use of digital tools and the risks associated with excessive connection. To this end, the following training and awareness actions for employees and managers are provided :

- Regular training for managers on the conscious use of digital communication tools
- Regular training for employees on the conscious use of digital communication tools
- Sensitisation campaigns at regular intervals to make employees aware of the need to disconnect regularly and for long enough as part of their well-being
- Coaching around disconnection and adjusting arrangements where necessary.

12.2. Medical check-ups

Employees are obligated to undergo, both before the start of the employment and during the employment, the medical check-ups pursuant to the legal provisions in that respect.

Upon work resumption after an inability to work that lasted for at least four weeks, all Employees are entitled to a visit to the prevention advisor – company doctor with a view to a possible modification of their work station. The Employee shall, by their own initiative, send a written request to the Employer; and shall give consent to the prevention advisor or company doctor, who have been notified by the Employer, to consult the Employee's medical files kept by the physician in attendance and confer with the latter.

12.3. Special instructions

The special instructions with regard to health, safety and hygiene to be complied with within the company, can be attached as a to the present Company Rules, or posted at the company premises.

Specifically, and in view of the nature of the business activities and the associated specific risks, Employees shall take utmost care to strictly comply with the prevailing safety measures in the company. The obligations relative to the work station sheets shall always be strictly complied with. This includes, but is not limited to the general introductions and safety instructions, product information, cleaning procedures, access "cleanroom", GMP training)

On top of the instructions by the supervisory staff, the Employees shall comply with all the applicable safety measures, and shall immediately notify the supervisory staff about all safety risks and turn in all equipment that does not work properly.

12.4. Ban on smoking

It is prohibited for Employees to smoke in the workplace (offices, hall, meeting rooms, hallways, elevators, hangars, parking lots, etc.), in the social areas and facilities (toilets, dressing room, cafeteria, first aid room, etc.) and in the common means of transport put at their disposal.

12.5. Policy statement on the use of alcohol and drugs

Work-related consumption of alcohol and drugs is one of the factors that may have a negative impact on the well-being of employees and their environment. Furthermore, it may also have a negative impact on productivity and the quality of the work performance, and it may harm the image of the company.

With regard to the prevention of work-related consumption of alcohol and drugs, the company wishes to appeal to the common sense and the responsible behaviour of all its Employees and all other individuals that are present in the workplace. The Employer expects that they (i) act responsibly as far as the consumption of alcohol is concerned, and limit the work-related consumption of alcohol to a minimum (e.g. at a business lunch) and (ii) refrain from drinking alcohol in the workplace and (iii) refrain from using all other drugs, to avoid that such a use would lead to problematic situations for themselves or for others.

The Employer expects from its supervisory staff that they serve as an example to others, that they take appropriate action with regard to the personnel and notify the Employer of problematic situations.

In view of the current circumstances and relationships at work, there is no need to establish more detailed regulations and instructions. The existing arrangements concerning the performance by the Employees offer sufficient possibilities to take appropriate action, insofar this would be deemed necessary.

12.6. Occupational accidents

If the Employee has an accident, either in the workplace, while commuting or during a mission away from the company premises, the Employee shall immediately notify the Employer, regardless of the gravity of the accident. The Employee shall on that occasion provide all the necessary information to the Employer so that the latter may declare the accident to the insurance company.

The Employee who is the victim of a road accident while commuting, is responsible for obtaining evidence from one or several witnesses. In case of an accident while commuting, the Employee is obligated to consult a physician, even if there is no visible physical injury. A medical certificate is required for the accident to be covered by the industrial accidents insurance policy.

The location of the first-aid kit, the name of the person administering first aid and the medical service to be contacted in case of an industrial accident are attached as 3 to the present Company Rules.

13. Personal information

Prior to starting their employment, the Employee shall provide the HR department with all the required personal information in compliance with the applicable laws; more specifically name, first names, address, marital status and number of dependants. The Employee shall immediately notify the Employer of any changes in their personal information.

The Employees' personal information is processed by the HR department into databases, for payroll and administrative purposes. Payroll administration is the responsibility of the social secretariat.

The Employer shall comply with the applicable regulations relating to the protection of the privacy with regard to the processing of personal data.

The Employee has a right to access the data in their personnel file, and to have incorrect information rectified. The Employee has a right to object, free of charge, to the use of their personal data for direct marketing purposes. It suffices that the Employee submits a dated and signed written request to that effect, pursuant to the Act of 8 December 1992 on Protection of the Privacy in relation to the processing of personal data, and the ensuing implementing orders.

14. Use of information and communication technology

The Employer strives to ensure that Employees are able to execute their professional duties in an efficient manner. As such, the Employer puts at the Employees disposal, insofar they need it, recent information and communication technology, including e-mail and Internet.

As with all other company property, Employees shall use these electronic means of communication in an adequate and careful manner, and only for company purposes and in the interest of the company.

To ensure an optimal professional use of these tools, resources and information technology put at the disposal of the Employees, in order to protect the informatics network and the Employer's business data, the Employer's informatics department will take all necessary control measures. This may include checks on the use of Internet and e-mail by the Employee.

These checks will be run in accordance with the laws on privacy and the collective labour agreement no. 81 of 26th April 2002 on the protection of the privacy of workers as regards the supervision on electronic online communication, concluded in the National Labour Council.

The Employer may run, at regular intervals, general statistical checks to monitor compliance with the guidelines and agreements concerning the use of the communication tools and resources and computer equipment put at the Employee's disposal. In the exceptional case that there are indications that some Employees do not comply with the regulations, further investigations may be started. Such investigations are conducted by the network administrator, at the Employer's request.

The specific rules regarding the use of phone and email are communicated by means of company procedures.

Any abuse of phone, email and or internet by the employee can be used by the Employer as a compelling reason justifying sanctions as specified in the present Company Rules.

15. Termination of the employment agreement

15.1. Terms

Employment agreements may be terminated in accordance with the legal provisions, as laid down in, among others, the Act of 3 July 1978 on employment agreements and/or the applicable collective labour agreements.

15.2. Termination for Cause

Termination for cause, without notice or compensation in lieu of notice, may be effected, in accordance with the applicable legal provisions, in case of serious misconduct or shortcomings which renders any future professional collaboration between Employer and Employee impossible. In case of a dispute, only the Labour Court has jurisdiction. The below instances of misconduct or shortcomings by Employees shall be, among others, considered as a compelling reason, justifying a termination for cause.

- non-compliance with the provisions of the individual employment agreement or company rules , policies and procedures;
- misuse of trust, false statements, dishonesty, theft, insults;
- making false reports;
- betrayal of trade, business or professional secrets;
- performing or preparing competitive activities;
- accepting gifts or benefits in exchange for favours to clients or suppliers;
- use of drugs, inebriety or alcohol intoxication;
- each act of violence, harassment or sexual harassment;
- immoral conduct or indecency;
- falsifying medical certificates or clocking records, for one's own account or for a colleague;
- repeated unjustified absences;
- doing active duty during a period of inability to work that is covered by a medical certificate;
- refusing to undergo to a medical check or hinder a medical check;
- deliberately bad work performance;
- serious and voluntary negligence;
- misusing or damaging company equipment and/or electronic communication devices;
- insubordination;
- performing tasks outside the scope of one's own duties and responsibilities, without authorization to do so;
- non-compliance with health and safety instructions, or hindering the compliance with such instructions;
- violation of the ban on smoking;
- any breach of existing rules and regulations, including but not limited to the internal regulations on access to and use of computers, e-mail and internet and the regulations on company cars, when applicable;
- breach of information security policies and procedures;
- traffic violations or driving an uninsured vehicle for the account of the Employer;
- non-compliance with the work station sheets.

This list is not exhaustive.

16. Sanctions

Employees who violate the applicable legal and regulatory provisions, the internal instructions and rules, work station sheets, employment agreements or the present Company Rules, may be subject to one or several sanctions, as listed below, if the misconduct or shortcoming does not constitute a compelling reason warranting a termination for cause, without period of notice or compensation in lieu of notice:

- verbal warning:
- written warning:
- restricting or blocking access to Internet and e-mail
- serious reprimand preceding the suspension of the employment agreement:
- suspension of the employment agreement for a period of maximum fifteen (15)
- temporary ban on entering the workplace

In case the Employee disputes the sanction, they can give notice of appeal to the head of enterprise.

With the exception of the verbal warning, all sanctions will be confirmed in writing and kept in the Employee's personnel file. The Employee has the right to formulate remarks and these remarks will also be included in the Employee's personnel file.

The head of enterprise may, after the investigation relating to the Employee's performance and behaviour, decide to have the sanction removed from the Employee's personnel file.

17. Final provisions

The present Company Rules have been established in line with the procedure laid down by law. It replaces any prior Company Rules that were otherwise valid.

It was posted for a period of 15 days.

The present Company Rules take effect on March 1st, 2023.

Appendix

Appendix 1A. Work time and work schedules for employees who do not work shifts

Appendix 1B. Work time and work schedules for employees who work shifts in the 40-hour regime (5 workdays per week)

Appendix 1C. Work time and work schedules for employees in the weekend shifts in the 28-hour regime

Appendix 2. Practical information

- Child Allowance Fund

- Insurance Company Industrial Accidents

- Social Secretariat

- Crossroads Bank Social Security

Appendix 3. Well-being at work

- Confidential counsellor

- Internal prevention advisor

- External service for prevention and protection at work (Health and Safety)

- External prevention adviser specialized in violence, harassment and sexual harassment at work

- Occupational physician

Appendix 4. Inspection services

- Social inspection (FPS Social Security)

- Supervision of social laws (FPS Employment, Labour and Social Dialogue)

- Supervision of well-being at work (FPS Employment, Labour and Social Dialogue)

Appendix 5. CLA no. 25

Appendix 6. Dates substitute holidays

Appendix 7. Short leave of absence

Appendix 8. Collective annual leave

Appendix 1A : Work time and work schedules for employees who do not work shifts

A working week consists 5 working days per week: from Monday through Friday.

The normal days of inactivity are Sundays, public holidays, substitute public holidays and days of annual leave.

The actual weekly work time for a full-time employee, as agreed by the Sectorial Committee or within the company, is 40 hours with 12 days of compensatory leave per year. As such, the average actual work time for a full-time employee is 38 hours. For part-timers, the number of days of compensatory leave per year is reduced pro rata the reduced work time.

The right to compensatory leave is accrued on a monthly basis, as such maximum one day of compensatory leave may be accrued per month. Compensatory leave days can only be taken up after they have been effectively acquired.

For employees who are hired in the course of the year or who leave the company in the course of the year, the compensatory leave days will be determined pro rata the number of months spent in the service of the Employer.

The days of compensatory leave may be taken up in mutual agreement between the employee and the employer, taking into account the business necessities. The employee sends a written request to the HR department, no later than five working days before the intended day of compensatory leave.

If the request is refused, the employee may not take up the compensatory leave on the intended day.

All compensatory leave days must be taken up no later than 31st December of the affected calendar year. Compensatory leave days must be taken up before the paid annual holidays.

1. Full-time work schedule (flexitime)

The full-time employees work theoretically according to a flexitime work schedule, except if there is an individual agreement with the employer that the employee in question has a fixed work schedule. If such is the case, the fixed work schedule will be put down in writing.

Part-time employees can also make use of the flexitime arrangement, as applicable to full-time employees.

The system of flexitime may be suspended or ended for an individual worker or for several workers, to be replaced by a fixed schedule, if the employer finds that the system is being misused or in case the proper organization of the business requires it.

The rules for the flexitime system are as follows

- the employee ensures to organise his daily duties so as to reach the weekly working time of 40 hours by the end of the working week, except if additional hours (overtime) is requested by the employer;
- the worker may freely choose to start the working day any time between 07:00 and 09:30, insofar this does not cause any problems for the organization of the department where the employee is occupied;
- lunch break is to be taken between 12:00 and 14:00 and should last between half an hour minimum and two hours maximum;
- the employee may end their working day no earlier than 16:00 and no later than 18:00;
- the employee must ensure that daily working hours never exceed 9 hours, unless additional hours (overtime) are requested by the employer.

The flexitime work schedule is as follows:

Flex Schedule 1 : 40 hours (general)

	Start	Break minimum 30 minutes and maximum 2 hours	End
Monday	between 07:00 and 09:30	between 12:00 and 14:00	between 16:00 and 18:00
Tuesday	between 07:00 and 09:30	between 12:00 and 14:00	between 16:00 and 18:00
Wednesday	between 07:00 and 09:30	between 12:00 and 14:00	between 16:00 and 18:00
Thursday	between 07:00 and 09:30	between 12:00 and 14:00	between 16:00 and 18:00
Friday	between 07:00 and 09:30	between 12:00 and 14:00	between 16:00 and 18:00

2. Full-Time (fixed)

Schedule FT 1 : 40 working hours

	Number of Hours	Start	Break	End
Monday	8 hours	11.30	30 minutes between 16.00 and 18.00	20.00
Tuesday	8 hours	11.30	30 minutes between 16.00 and 18.00	20.00
Wednesday	8 hours	11.30	30 minutes between 16.00 and 18.00	20.00
Thursday	8 hours	11.30	30 minutes between 16.00 and 18.00	20.00
Friday	8 hours	11.30	30 minutes between 16.00 and 18.00	20.00

Schedule FT 2 : 40 working hours

	Number of Hours	Start	Break	End
Monday	8 hours	06.00	30 minutes between 09.00 and 11.00	14.30
Tuesday	8 hours	06.00	30 minutes between 09.00 and 11.00	14.30

Wednesday	8 hours	06.00	30 minutes between 09.00 and 11.00	14.30
Thursday	8 hours	06.00	30 minutes between 09.00 and 11.00	14.30
Friday	8 hours	06.00	30 minutes between 09.00 and 11.00	14.30

3. Part-time work schedules

The fixed part-time work schedules applied within the company are based on the work schedules for full-time employees.

The part-time work schedules that are based on the flexible work schedules are based on the full-time work schedules for flexitime.

The exact work schedule that is applied for each part-time worker is stipulated in the individual employment agreement.

No variable part-time timetables are applied within the company.

4. Possibility to work on Sundays or public holidays in virtue of the new work regulations

Article 5.1. of the Collective Labour Agreement for new work regulations concluded within pc 200 allows for working on six Sundays or public holidays per calendar year.

Within this limit, each individual employee may be employed on maximum 6 Sundays or public holidays per year, according to the rules applicable in the company and.

Within Biocartis, the regulation for working on Sundays and public holidays is concretised as follows:

- At least 5 work days in advance the employee will be informed about working on Sundays or public holidays and about the adjusted schedule for that week.
- If, in application of this regulation, the employee has to work on a Sunday or a public holiday, a substitute inactivity day shall be scheduled in the employee's applicable work schedule in the same astronomical week, such that the concerned employee does not have to work overtime in that week.
- Working hours on Sundays and public holidays are paid at the prevailing wage rate (100%). For employment on a Sunday, the substitute inactivity day is unpaid, for employment on a public holiday the inactivity day is paid. In addition, the employee will be entitled to an extra 4 hours paid catch-up rest.

5. Others

For employees who only need to enter the premises of the enterprise to collect materials, objects or documents in connection with their professional activities, or to deliver the results of their work or the objects or documents in connection therewith, the premises are accessible from Monday to Friday between 8:30 and 17:00.

Appendix 1B : Working time and work schedules for employees who work shifts in the 40-hour regime (5 workdays per week)

The workweek consists of 5 working days per week, from Monday through Saturday, with the exception of the night shift, starting the workweek on Sundays at 22h00 and ending on Saturdays at 06h30.

Normal days of inactivity are Sundays, public holidays and days replacing public holidays, and days of holiday leave, with the exception of the night shift starting on Sundays or Public Holidays.

The actual weekly working time for a full-time employee, as agreed in the sectorial committee or within the company, is 40 hours with 12 days of compensatory leave per year, which brings the average weekly working time for a full-time employee to 38 hours.

The dates for compensatory leave shall be convened in mutual agreement between the individual employee and the employer, taking into consideration the business necessities. The employee shall submit a prior written request to this effect to the HR department, at least five working days before the requested day of compensatory leave.

If the request is denied, the employee shall not take the compensatory leave on the day intended.

All days of compensatory leave should be taken before the 31st of December of the calendar year in question. Days of compensatory leave should be taken before the days of paid annual leave.

The employees working in shifts are being employed following a variable schift scheme covering all work days of the week (from Monday till Saturday).

The shift rotation between the early and late shift will be done with a regular rotation, i.e. alternating between week 1 in early shift and week 2 in late shift. Depending on the specific modalities, the rotation may be changed.

The applicable work schedules will be published, via e-mail, at the latest 5 work days beforehand. They will also be published in the company.

Besides the employees working in the rotating early and late shifts, there is also a separate night shift and a separate day shift.

Employees working in shifts in the 5-day system may work on public holidays that fall in their normal work schedule during the week.

In that case, employees will be granted a "replacement day" (= granting a day of paid catch-up rest) for public holidays during the week on which they have worked. This paid catch-up day will be taken within 6 weeks following the public holiday in accordance with the legal provisions.

Time registration (only for controlling purposes):

The working time of the employees who work in shifts is monitored by means of an electronic registration system. The employee should report his/her start and end time of his/her activities in this registration system. The employees are supposed to register with starting and stopping his/her activities, this also includes respectively at start and after the breaks. It is strictly forbidden to register for another coworker.

1. Day shifts

Shift 1a : 40 hours

Monday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Tuesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Wednesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Thursday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Friday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Saturday	-----	-----	

Shift 1b : 40 hours

Monday	-----	-----	
Tuesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Wednesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Thursday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Friday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Saturday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours

Shift 1c : 40 hours

Monday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Tuesday	-----	-----	
Wednesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Thursday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Friday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours

Saturday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
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Shift 1d : 40 hours

Monday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Tuesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Wednesday	-----	-----	
Thursday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Friday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Saturday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours

Shift 1e : 40 hours

Monday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Tuesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Wednesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Thursday	-----	-----	
Friday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Saturday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours

Shift 1f : 40 hours

Monday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Tuesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Wednesday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Thursday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
Friday	-----	-----	

Saturday	from 08.00 to 12.30	from 13.00 to 16.30	08.00 hours
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2. Early Shifts

Shift 2a : 40 hours

Monday	from 06.00 to 14.30	08.00 hours*
Tuesday	from 06.00 to 14.30	08.00 hours*
Wednesday	from 06.00 to 14.30	08.00 hours*
Thursday	from 06.00 to 14.30	08.00 hours*
Friday	from 06.00 to 14.30	08.00 hours*
Saturday	-----	-----

*Break : uninterrupted period of 30 minutes to be taken between 12:00 and 13:00.

Shift 2b : 40 hours

Monday	-----	-----
Tuesday	from 06.00 to 14.30	08.00 hours*
Wednesday	from 06.00 to 14.30	08.00 hours*
Thursday	from 06.00 to 14.30	08.00 hours*
Friday	from 06.00 to 14.30	08.00 hours*
Saturday	from 06.00 to 14.30	08.00 hours*

*Break : uninterrupted period of 30 minutes to be taken between 12:00 and 13:00.

Shift 2c : 40 hours

Monday	from 06.00 to 14.30	08.00 hours*
Tuesday	-----	-----
Wednesday	from 06.00 to 14.30	08.00 hours*

Thursday	from 06.00 to 14.30	08.00 hours*
Friday	from 06.00 to 14.30	08.00 hours*
Saturday	from 06.00 to 14.30	08.00 hours*

*Break : uninterrupted period of 30 minutes to be taken between 12:00 and 13:00.

Shift 2d : 40 hours

Monday	from 06.00 to 14.30	08.00 hours*
Tuesday	from 06.00 to 14.30	08.00 hours*
Wednesday	-----	-----
Thursday	from 06.00 to 14.30	08.00 hours*
Friday	from 06.00 to 14.30	08.00 hours*
Saturday	from 06.00 to 14.30	08.00 hours*

*Break : uninterrupted period of 30 minutes to be taken between 12:00 and 13:00.

Shift 2e : 40 hours

Monday	from 06.00 to 14.30	08.00 hours*
Tuesday	from 06.00 to 14.30	08.00 hours*
Wednesday	from 06.00 to 14.30	08.00 hours*
Thursday	-----	-----
Friday	from 06.00 to 14.30	08.00 hours*
Saturday	from 06.00 to 14.30	08.00 hours*

*Break : uninterrupted period of 30 minutes to be taken between 12:00 and 13:00.

Shift 2f : 40 hours

Monday	from 06.00 to 14.30	08.00 hours*
Tuesday	from 06.00 to 14.30	08.00 hours*
Wednesday	from 06.00 to 14.30	08.00 hours*

Thursday	from 06.00 to 14.30	08.00 hours*
Friday	-----	-----
Saturday	from 06.00 to 14.30	08.00 hours*

*Break : uninterrupted period of 30 minutes to be taken between 12:00 and 13:00.

3. Late Shifts

Late Shift schedules cover every day from the week from Monday to Saturday (included). The full-time work schedule covers 8 hours per day, according to schedules similar to the work schedules in the early shift (2a to 2f), with the understanding that the working time runs from 14.00 h to 22.30 h (schedules in the late shift are referred to as schedules 3a to 3f). The employee is always entitled to an uninterrupted rest of 30 minutes, to be taken between 18.00 and 19.00 h.

4. Night Shifts

Night Shifts workers perform their work over all days from the week from Monday to Saturday (included). The full-time work schedule is 8 hours per day, according to schedules similar to the work schedules in the early Shift (2a to 2f), with the understanding that the working time in the night shift runs from 22:00 to 06:30 you (schedules in the night shift are referred to as schedules: 4a to 4f). The last night shift stops on Saturday 6.30 am (= shift that starts on Friday at 22.00 h).

The employee is always entitled to an uninterrupted rest of 30 minutes, to be taken between 24.00 and 01.00 am.

5. Maintenance flexi-time work schedules ('maintenance regulation')

The employees who work according to the 'maintenance regulation' work according to sliding work schedules (applicable sliding schedules see below).

The system with the sliding schedules can be suspended or discontinued for one specific employee or for multiple workers and can be replaced by a fixed work schedule if the employer determines that there is abuse from the system or based on organizational requirements.

The regulations for the application of the sliding work schedules for the maintenance shifts are as follows:

- The employee must ensure that the daily working hours equal always maximum 9 hours, unless additional hours (overtime) are requested by the employer;
- However, in application of the sliding time system, the weekly working time at the end of the week may amount to a maximum of 45 hours, unless additional hours (overtime) are requested by the employer;
- The average effective weekly working time (40 hours for full-time employees) should be met within a reference period of two weeks. It is not allowed to carry over minhours or morehours above the average realized work time to the next reference period, except in the cases provided by law from force majeure. In this case, the recovery from these hours must be realized at the latest within the three months following the end of the reference period.
- The employee can choose the start and end time of the working day, as far as this is not causing problems for the shift transfer and/or the organization from the Department in which the employee is employed.
- Lunch break should be minimum half an hour and a maximum two hours.
- Follow up of the work time in the sliding schedules :

- The working time is tracked by a time registration (manual registration or reporting via an electronic registration);
- For the employees who work under the sliding schedules, following data will be registered :
 - the identity of the employee
 - the exact number of hours worked each day
 - for part-time workers with a fixed time schedule : start and end time of the work, including the rest periods.
- During each running reference period the time recording system shall keep record of the time loggings/work hours.
- During the reference period the employee may at any time consult the exact number of hours that he/she performed work and may consult the exact number of hours he/she worked more or less than the average weekly work time in the applicable sliding work schedule.

Sliding work schedules ('maintenance regulation'): 45 hours/week

Next to the employees who are employed in the early or late shifts, there are also separate night and day shifts.

Employees working in the ' maintenance regulation' (with sliding time) perform activities over all days of the week from Monday to Saturday (included) cfr. the work schedules from the day shift (1a – 1f), early shift (2a-2f), late shift (title 3, schedules 3a – 3f) and sight shift (Title 4, schedules 4a – 4f), with the understanding that the beginning and end times from the timetables can slide as follows:

	Aantal uren	Aanvang	Vertrek
Dag (5a-5f)	9 uur*	tussen 07.00 en 09.30 uur	tussen 16.00 en 19.00 uur
Vroege (6a-6f)	9 uur*	06.00	tussen 13.00 en 15.00 uur
Late (7a-7f)	9 uur*	14.00	tussen 21.00 en 23.00 uur
Nacht (8a-8f)	9 uur*	22.00	tussen 05.00 en 07.00 uur

*Break : uninterrupted period of 30 minutes, the total number of hours excl. lunch break is 8 hours and can never be more than 9 hours per day

Any overtime will be counted by half-hour, with a started half-hour counted as a half-hour.

6. Part-time shift schedules

The fixed part-time work schedules applied within the company are based on the work schedules for full-time employees.

The part-time work schedules that are based on the flexible work schedules are based on the full-time work schedules for flexitime.

The exact work schedule that is applied for each part-time worker is stipulated in the individual employment agreement.

No variable part-time timetables are applied within the company.

Appendix 1C: Work time and work schedules for employees in the weekend shifts in the 28-hour regime

Applicable work time within the framework of the sectoral collective agreement of 9 June 2016 (concluded within PC 200) establishing new work regimes.

1) Work regime in fixed weekend shift

The permanent weekend shift works according to an hourly schedule of 12 hours per day spread over 3 days per week, whereby the average working hours are 28 hours per week and whereby the employment of 28 hours per week entitles the employee to a full-time salary.

2) Cyclical work regime in the fixed weekend shift

The permanent weekend shift always works on Saturdays and Sundays. In addition, an 8-hour day between Monday and Friday will be worked every fortnight. The concerned employees will be informed of this day at the latest 5 working days in advance by posting or e-mail.

shift 1 – night : Friday 22h00 – Saturday 10h30
Saturday 22h00 – Sunday 10h30

Every fortnight: Mon-Fri 8 hours (this can be in night, early, late or day, provided that a rest period of 11 hours is observed between successive periods of employment)

Shift 2 – day : Saturday 10h00 – Saturday 22h30
Sunday 10h00 – Sunday 22h30

Every fortnight: Mon-Fri 8 hours (this can be in night, early, late or day, provided that a rest period of 11 hours is observed between successive periods of employment)

3) Applicable rest breaks

Employees in the weekend shift are entitled to an unpaid 30-minute lunch break for each shift worked.

In addition, on Saturdays and Sundays, four quarter-hour paid breaks are permitted, these breaks can be merged with the understanding that each break may last for a maximum of half an hour.

During the working day in the working week from Monday to Friday, this is an unpaid lunch break of 30 minutes and 2 x 15-minute paid breaks.

4) Applicable work schedule in the weekend shift :

1. WE shift 1 (night) average 28u/week:

WEEK 1 - nightshift :

Schedule WE 1.1 a: week 1 – 24 hours

	hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

WEEK 2 – nightshift with nightshift during the week :

Schedule WE 1.2 a: week 2 - 32 hours

	Hours	Start	Stop
Monday	8 hours	Sunday 22.00 hours	Monday 06.30 hours*
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

Schedule WE 1.2 b: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	8 hours	Monday 22.00 hours	Tuesday 06.30 hours*
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

Schedule WE 1.2 c: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	8 hours	Tuesday 22.00 hours	Wednesday 06.30 hours*
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

Schedule WE 1.2 d: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	8 hours	Wednesday 22.00 hours	Thursday 06.30 hours*
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

Schedule WE 1.2 e: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	8 hours	Thursday 22.00 hours	Friday 06.30 hours*
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

WEEK 2 – nightshift with dayshift during the week :

Schedule WE 1.2 f: week 2 - 32 hours

	Hours	Start	Stop
Monday	8 hours	Monday 08.00 hours	Monday 16.30 hours**
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

If the shift starts on Monday at 8 o'clock, a sufficient rest period must be provided between the successive shifts (min. 11 hours rest period).

Schedule WE 1.2 g: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	8 hours	Tuesday 08.00 hours	Tuesday 16.30 hours**
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 1.2 h: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	8 hours	Wednesday 08.00 hours	Wednesday 16.30 hours**
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 1.2 i: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	8 hours	Thursday 08.00 hours	Thursday 16.30 hours**
Friday	0 hours	/	/
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 1.2 j: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	8 hours	Friday 08.00 hours	Friday 16.30 hours**
Saturday	12 hours	Friday 22.00 hours	Saturday 10.30 hours*
Sunday	12 hours	Saturday 22.00 hours	Sunday 10.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 00.30 and 02.30 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

If the shift starts on Monday at 8 o'clock, a sufficient rest period must be provided between the successive shifts (min. 11 hours rest period).

2. WE shift 2 (day) average 28 hours/week:

WEEK 1 – dayshift :**Schedule WE 2.1 a: week 1 - 24 hours**

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

WEEK 2 - dagploeg met vroege shift gedhoursde de week :**Schedule WE 2.2 a: week 2 - 32 hours**

	Hours	Start	Stop
Monday	8 hours	06.00 hours	14.30 hours*
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

If the shift starts on Monday at 6 o'clock, a sufficient rest period must be provided between the successive shifts (min. 11 hours rest period).

Schedule WE 2.2 b: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	8 hours	06.00 hours	14.30 hours*
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 2.2 c: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	8 hours	06.00 hours	14.30 hours*
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 2.2 d: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	8 hours	06.00 hours	14.30 hours*
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 2.2 e: week 2 - 32 hours

	Hours	Start	Stop
Monday	8 hours	06.00 hours	14.30 hours*
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	8 hours	06.00 hours	14.30 hours*
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

If the shift starts on Monday at 6 o'clock, a sufficient rest period must be provided between the successive shifts (min. 11 hours rest period).

WEEK 2 - dagploeg met late shift gedhoursde de week :**Schedule WE 2.2 f: week 2 - 32 hours**

	Hours	Start	Stop
Monday	8 hours	14.00 hours	22.30 hours**
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 18.00 and 19.00 hours

Schedule WE 2.2 g: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	8 hours	14.00 hours	22.30 hours**
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 18.00 and 19.00 hours

Schedule WE 2.2 h: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	8 hours	14.00 hours	22.30 hours**
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 18.00 and 19.00 hours

Schedule WE 2.2 i: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	8 hours	14.00 hours	22.30 hours**
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 18.00 and 19.00 hours

Schedule WE 2.2 j: week 2 - 32 hours

	Hours	Start	Stop
Monday	8 hours	06.00 hours	14.30 hours*
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	8 hours	14.00 hours	22.30 hours**
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

** Lunch break : uninterrupted period of 30 minutes to be taken between 18.00 and 19.00 hours

WEEK 2 - dagploeg met dag shift gedhoursde de week :**Schedule WE 2.2 k: week 2 - 32 hours**

	Hours	Start	Stop
Monday	8 hours	08.00 hours	16.30 hours*
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

If the shift starts on Monday at 8 o'clock, a sufficient rest period must be provided between the successive shifts (min. 11 hours rest period).

Schedule WE 2.2 l: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	8 hours	08.00 hours	16.30 hours*
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 2.2 m: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	8 hours	08.00 hours	16.30 hours*
Thursday	0 hours	/	/
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 2.2 n: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	8 hours	08.00 hours	16.30 hours*
Friday	0 hours	/	/
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

Schedule WE 2.2 o: week 2 - 32 hours

	Hours	Start	Stop
Monday	0 hours	/	/
Tuesday	0 hours	/	/
Wednesday	0 hours	/	/
Thursday	0 hours	/	/
Friday	8 hours	06.00 hours	14.30 hours*
Saturday	12 hours	10.00 hours	22.30 hours*
Sunday	12 hours	10.00 hours	22.30 hours*

* Lunch break : uninterrupted period of 30 minutes to be taken between 12.00 and 13.00 hours

5) Deeltijdse ploegenstelsels

The part-time hourly work schedules applicable within the company are located within the hourly work schedules of full-time employees. The specific schedule applicable shall be agreed with the employees in the individual employment contract.

No variable part-time timetables are applied within the company.

Appendix 2 : Practical information

1. Child Allowance Fund

Name: Xerius Kinderbijslagfonds
Address: Brouwersvliet 4 bus 2
2000 Antwerpen
Membership number: 430 1770420 Biocartis NV - 430 1902611 Biocartis Group NV

2. Insurer Industrial Accidents

Name: Allianz Belgium NV
Address: Lakensstraat 35
1000 Brussel
Policy number: 02AT00303838 Biocartis NV - 02AT00303835 Biocartis Group NV

3. Social Secretariat

Name: SD Worx Sociaal Secretariaat
Address: Brouwersvliet 2
2000 Antwerpen
Membership number : 1AB4443 Biocartis NV - 1AB5443 Biocartis Group NV

4. Crossroads Bank for Social Security

In implementation of the law of 15th January 1990 on the establishment and organization of a crossroads bank for social security, the text and the obligations in pursuance of the social security legislation may be consulted via:
http://www.ksz-bcss.fgov.be/nl/bcss/anchorpage/content/websites/belgium/legislation/legislation_01/legislation_01_01.html

Appendix 3 : Well-being at work

1. Confidential Counsellor

Name: Sandra Beyl
Phone: 0497/402 469
Name: Caroline Jans
Phone : 0473/477 703

2. Internal Prevention Advisor

Name : Joan Vuylsteke
Phone : 0470 100 246

3. External Service for Prevention and Protection at Work

Name: IDEWE
Address: St Katelijnestraat 154, 2800 Mechelen
Phone: 015/280050
Membership number health inspection: 391162-5
Reference number risk management 9955543

4. External Prevention Adviser against Violence, Harassment and Sexual Harassment and Psychosocial Risks at work

Name: IDEWE, Psychosocial Prevention Dept.
Address: St Katelijnestraat 154, 2800 Mechelen
Phone: 015/280050

5. Occupational physician/Company Doctor

Name: Dr Inge Luytens
Address: St Katelijnestraat 154, 2800 Mechelen
Phone: 015/280050

6. First Aid

A first aid kit is at the disposal of the employees at the following location: First Aid room in the central half.

First aid care is administered by:

Cynthia Van Remoortere	BC3
Davy Claes	BC1
Debora Bar	BC5
Eden Lugo Luarez	BC4
Ellen De Roost	BC4
Ellen Janssens	BC3
Evelien De Reu	BC4
Gert Franckaert	BC4
Hilde Verduyckt	BC1
Imrane Boutjoh	BC1
Joeri Verbruggen	BC1
Katrien Vermeiren	BC3
Keshia Seghers	BC1
Koen Jordens	BC1
Laurent Joris	BC1
Linda Segers	BC4
Malika Bou Ouadil	BC4

Marcel Morton	BC1
Mieke De Buck	BC1
Mohamed Smaïli	BC5
Nailya Nabirova	BC4
Natacha Van Aelst	BC1
Ruben Theuns	BC1
Shauni Dockx	BC5
Vera Spieckermann	BC4
Vicky Moortgat	BC4
Yassine Shifiri	BC4

Appendix 4 : Inspections

1. Social Inspection (FPS Social Security)

- Directorate-General Social Inspection

Address: Kruidtuinlaan 50, bus 10
1000 Brussel

Phone: 02/ 528 65 46

- Antwerp Area

Address: Italiëlei 124- Bus 63
2000 Antwerpen

Phone: 03/ 206 99 00

2. Inspection social law (FPS Employment, Labour and Social Dialogue)

Address: Louizastraat 1
2800 Mechelen

Phone: 015/ 45 09 80

3. Inspection well-being at work (FPS Employment, Labour and Social Dialogue)

Address: Italiëlei 124 – bus 77
2000 Antwerpen

Phone: 03/ 232 79 05

Appendix 5 : CLA no. 25

Collective Labour Agreement no 25, concluded on 15th October 1975 in the National Labour Council, on equal pay for male and female workers, given binding force by Royal Decree of 9th December 1975 (Belgian Official Gazette of 25th December 1975) amended by the Collective Labour Agreement no 25bis, concluded on 19th of December 2001 in the National Labour Council and Collective Labour Agreement no. 25ter, concluded on 9th June 2008 in the National Labour Council.

Pursuant to the Act of 5th December on the collective labour agreements and the sectorial committees

Pursuant to the International Labour Convention no 100 on equal pay for male and female workers for work of equal value, and article 119 of the Convention establishing the European Economic Community

Pursuant to the Directive of the Council of European Communities of 10th of February 1975 on the harmonization of the legislations of the Member States with regard to the application of the principle of equal pay for male and female workers

Pursuant to item 5 of the National Inter-sectorial Convention on 10th of February on the equality of labour conditions

Pursuant to article 47bis of the Act of 12th April on the protection of the remuneration of the workers

The below inter-sectorial organisations of employers and employees

have concluded the following collective labour agreement, in the National Labour Council of 15th October 1975.

CHAPTER ONE – OBJECT AND SCOPE

Article 1

The present collective labour agreement aims to concretize the principle of equal pay for male and female Employees, laid down in article 141; paragraph 1 and paragraph 2 of the Convention for the Establishment of the European Economic Community.

Equal pay signifies that all Employees receive the same pay for the same work or for work of the same value, regardless of their sex.

Article 2

The agreement applies to all employees and employers referred to in Art. 2 of the Act of 5th December 1968 on the collective labour agreements and Joint Committees.

CHAPTER TWO - IMPLEMENTATION

Article 3

Equal pay for men and women must be ensured for all aspects and conditions of pay, including the job evaluation systems and tools.

Job evaluation systems must ensure the equal treatment as regards the choice of criteria, the weighing of these criteria and the way the system converts performance points into remuneration points.

Sectors and undertakings that have not yet done so, assess whether their job evaluation systems and salary classifications meet the requirement of gender neutrality, and amend and correct where necessary.

Article 4

The term “pay” refers to

1. the basic cash salary that the employee receives from the employer by virtue of the employment relationship;
2. tips or gratuities the employee is entitled to, by virtue of the employment relationship or because it is the custom or a recognized practice.
3. the benefits in kind that the employee receives from the employer by virtue of the employment relationship
 - a) extra holiday allowance, on top of the minimum legal holiday allowance, paid by the employer by virtue of a collective labour agreement.
 - b) extra benefits, on top of the minimum legal social security benefits.

Article 5

Employees who feel they are being discriminated, or the representative employees organizations these employees are members of, may take legal action to demand that the principle of equal pay for male and female Employees be applied.

Article 6

A specialized joint commission will be established at the initiative of the organizations who have signed the present agreement.

This joint commission will provide recommendations on the application of the equal pay principles to the competent court of law, in case of disputes and upon the court’s request.

Furthermore, the commission will inform the social partners and make them aware of initiatives to establish gender-neutral job appraisal systems. At the request of the Joint Committees, it will provide recommendations and assistance.

Article 7

Par.1. If a worker has filed a substantiated complaint, either within the company as per the agreed internal procedures, or with the social inspection, or if a worker takes legal action or legal action is taken on his/her behalf with a view to adjusting the salary on the basis of the present collective labour agreement, the employer does not have the right to terminate the employment or to amend the terms of employment unilaterally, except for reasons unrelated to the complaint or legal action taken.

The onus of proof for these reasons lies with the employer, if the employee is dismissed or if the terms of employment are unilaterally amended, as described in the previous clause. The onus of proof also lies with the employer in case of dismissal or unilateral amendment after legal action was taken, as described in the previous clause, and this for a period of 3 months after the final judgment.

Par.2. If the employer terminates the employment agreement or unilaterally amends the terms of employment, in contravention of Par.1, subsection 1 of this article, the employee or the trade union the employee is a member of requests to restore the employment or to reinstate the employee in his/her original position in accordance with the terms of the employment agreement.

Such a request must be made within thirty days after the notice of termination has been served, after the termination without notice has occurred or after the terms of employment have been amended unilaterally. The employer has to approve or refuse the request within thirty days after it has been served.

The employer who restores the employment or reinstates the employee in his/her former position, is obligated to pay the salary the employee would have received if employment had continued as before, and to pay the employer’s and employee’s contributions on that salary.

Par.3. If the employment is not restored or the employee is not reinstated in his/her former position following the request referred to in Par. 2 subsection 1, and it has been established that the dismissal or unilateral amendment of the terms of employment is contrary to the stipulations of Par.1 subsection 1, the employer is obligated to pay the employee a compensation consisting either of a lump sum equivalent to six months' gross salary, or of a certain sum to cover the damages effectively suffered by the employee. The employee may choose either form of compensation, but will have to prove the extent of the damage suffered in case he/she chooses the second one.

Par.4. The employer is obligated to pay the same compensation, even without the employee having filed the request referred to in Par.2, subsection 2, if :

- the employee terminates the employment, because the employer's behaviour is in contravention of the stipulations in Par. 1 subsection 1, which constitutes for the employee a compelling reason for resignation;
- the employer has dismissed the employee for compelling reasons, on the condition that the competent court of law rules that the dismissal is unfounded and in contravention of the stipulations in Par.1, subsection 1.

CHAPTER III - NOTIFICATION

Article 8

The text of this agreement is attached as an addendum to the Company Rules.

CHAPTER IV – FINAL PROVISIONS

Article 9

The present agreement has been concluded for an indefinite period. It takes effect on the date of signature.

The agreement may be revised or terminated by either party, period of notice is six months.

The organization who initiates the revision or termination must substantiate the request and/or submit an amendment proposal; the other organizations agree to discuss these in the National Labour Council within a month after receipt.

CHAPTER V – COMPULSORY STIPULATIONS

Article 10

The signing parties shall take the necessary measures to ensure that the social judges and councillors, who serve in labour courts and tribunals in their capacity of employees or employers, are aware of the existence of the specialized commission mentioned in art.6 of the present agreement. They furthermore will recommend to their organizations that, when they stand in court to defend the rights stemming from the present agreement, they ask the competent judge to consult the said commission.

Furthermore, the signing parties shall take the necessary measures to ensure that the Joint Committees are aware of article 6, third paragraph of the present agreement, regarding the role of the specialized commission having equal representation with regard to gender-neutral job appraisal systems.

Article 11

The signing parties undertake to examine the results of the application of the present agreement, at the latest 12 months after the date of taking effect.

Appendix 6 : Substitute holidays

Until decided otherwise, the public holidays that occur a Sunday or a regular day of inactivity will be replaced by a regular working day, the date of which is to be set in mutual agreement between the individual employee and the employer whereby account must be taken of business emergencies.

A replacement holiday date is requested by the employee via myworkandme/eBloxHR at least five working days before the desired holiday period.

If the request is denied, the employee is not allowed to take the requested replacement leave on the day he intended.

If the employee and the employer are unable to reach an agreement on the date of the replacement leave, the public holiday will be automatically replaced by the company's first regular working day after the public holiday.

All days of replacement leave for public holidays the next year, must be taken up before the 31st December of the current year.

Appendix 7 : Short-term leave of absence

This list below, outlines the reasons for short leave of absence which apply at the present time, pursuant the applicable regulations and sectorial collective labour agreement. The list is for information only. Any changes in the applicable regulations and/or sectorial collective agreement will be automatically integrated in the below list.

	<u>REASONS FOR LEAVE OF ABSENCE</u>	<u>DURATION OF THE LEAVE OF ABSENCE</u>
1.	Marriage of the employee	Three days, to be chosen by the employee, either in the week of the marriage or the next week.
2.	Marriage of <ul style="list-style-type: none"> a child of the employee or the employee's spouse or a legally cohabiting partner a brother, sister, brother-in-law, sister-in-law, father, mother, father-in-law, mother-in-law, second wife of the employee's father or second husband of the employee's mother. a grandchild of the employee 	The day of the marriage
3.	Ordination or entry into a monastery/convent of a child of the employee, of the employee's spouse or of a legally cohabiting partner a brother, sister, brother-in-law or sister-in-law of the employee	The day of the ceremony
4.	Decease: Parents Decease of father, mother, father-in-law, mother-in-law, stepfather, stepmother of the employee or spouse or cohabiting partner.	Three days to be scheduled during the period beginning with the day of death and ending with the day of the funeral.
5.	Decease: Partner or (foster) child This concerns the death of the husband or wife or cohabiting partner, of a child of the employee or of his spouse or cohabiting partner or the death of a foster child in the context of long-term foster care at the time of death or in the past. The term 'cohabiting partner' is broader than just a legally cohabiting partner. The foster child is the child for whom the employee or his spouse or cohabiting partner has been appointed in the context of foster care by the court or a foster care service recognised by the competent community or the competent community services for youth protection.	Ten days: three days to be chosen by the employee during the period beginning with the day of death and ending with the day of the funeral and seven days to be chosen by the employee within the year after the day of death.
6.	Decease: Resident family members This concerns the death of a brother, sister, brother-in-law, sister-in-law, grandfather, grandmother, grandchild, great-grandfather, great-grandmother, great-grandchild, son-in-law, daughter-in-law of the employee or his spouse or cohabiting partner who lives with the employee.	Two days to be scheduled by the employee during the period beginning with the day of death and ending with the day of the funeral.
7.	Decease: Non-resident family members	One day to be scheduled on the day of the funeral.

	This concerns the death of a brother, sister, brother-in-law, sister-in-law, grandfather, great-grandmother, great-grandchild, son-in-law, daughter-in-law of the employee or his spouse or cohabiting partner who does not live with the employee.	
8.	<p>Decease: Foster parents</p> <p>This concerns the death of the employee's foster father or mother as part of long-term foster care at the time of death. The foster father and mother are the foster parent who has been appointed in the context of foster care by the court, a foster care service recognized by the competent community or the competent community services for youth protection. Long-term foster care is foster care where the child will stay for at least six months in the same foster family, with the same foster parent(s), and where the child is registered as part of that family in the population registry of the municipality where the family, the foster parent(s) has his/her place or residence.</p>	Three days to be scheduled by the employee during the period beginning with the day of death and ending with the day of the funeral.
9.	<p>Decease: Foster child (short-term foster care)</p> <p>This concerns the death of a foster child of the employee or his spouse or cohabiting partner as part of short-term foster care at the time of death.</p>	One day to be scheduled on the day of the funeral.
10.	Solemn Communion of a child of the employee or the employee's spouse or legally cohabiting partner.	The day of the ceremony or the celebration. If this is on a Sunday, a public holiday or a normal rest day: the working day immediately before or after the event.
11.	Participation in the Free-thinker Youth Celebration by a child of the employee or the employee's spouse or legally cohabiting partner, if such an event is organized.	The day of the ceremony or the celebration. If this is on a Sunday, a public holiday or a normal rest day: the working day immediately before or after the event.
12.	Stay of an employee who is eligible for military service in an army recruitment or selection centre, or in a military hospital	The required time with a maximum of three (3) days.
13.	Stay of an employee who is a conscientious objector in the administrative health service or in one of the care institution which, by virtue of the law on the statute of conscientious objectors, are designated by the King.	The required time with a maximum of three (3) days.
14.	Attend a family council, called by the Justice of the Peace.	The required time with a maximum of one day.
15.	Serve on a jury, summoning as witness before the court or personal appearance before the Labour Court.	The required time with a maximum of five days.
16.	Performing the office of assessor in a polling station or polling place on the occasion of parliamentary elections, provincial council elections or local elections.	The time that is needed

17.	Performing the office of assessor in a chief polling station on the occasion of parliamentary elections, provincial council elections or local elections.	The time that is needed, maximum five days.
18.	Performing the office of assessor in a chief polling station or polling place on the occasion of elections for the European Parliament.	The time that is needed, maximum five days.
19.	Adoption of a child	<p>Maximum six (6) weeks if the child has not reached the age of three at the start of the leave of absence, and maximum four (4) weeks if the child has reached the age of three at the start of the leave of absence, time of leave to be chosen by the employee within a period of two months following the registration of the child as part of the employee's family in the municipal register or in the register of aliens of the town where he has elected domicile.</p> <p>The first three days are paid by the employer, the remaining days are covered by the medical insurance.</p>
	For the part-time employee	Only for the days and times which coincide with the days and hours they would normally have worked.

Appendix 8 : Collective annual leave

The Employer applies the following periods of collective annual leave (statutory vacation days):

Collective annual leave 2024

The dates of the collective annual leave (statutory vacation days) only apply to the following employees:

- Production Operators ML2
- Cluster Owners ML2

These are the dates of the collective annual leave (statutory vacation days):

- From June 24th 2024 to June 25th 2024 for the Production Operators and Cluster Owners of production, line ML2.
- From December 26th 2024 to December 28th 2024 for Production Operators and Cluster Owners of production line ML2.