

(This translation may be used for information purposes only.  
The original work rules are drafted in Dutch and French)



## Work rules

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## 1 General provisions

### Article 1 Scope of application

These work rules govern the employment conditions of all employees of Janssen Pharmaceutica SA and JC General Services SRL (hereinafter referred to as “the company” or “the employer”). For reasons of uniformity, these work rules refer to the employee(s) in the male form, but this include all other possible genders.

Provided that the legal and statutory provisions are complied with, only in some individual cases can be deviated from the provisions of these work rules. Such deviations must be in writing. Those issues not dealt with in these work rules will be dealt with under the relevant legal, statutory and conventional provisions.

### Article 2 Copy for the employee

Each employee is provided with a copy of these work rules upon entry into service. As soon as the employment contract is signed, the employee is presumed to know these work rules and to accept their contents. He must therefore behave accordingly.

The work rules may be amended from time to time. Where appropriate, the most up-to-date version of the work rules will always be available on the intranet. A physical copy of the most recent version of the work rules can also always be inspected at the HR ER/LR department in Beerse and at the reception desk in front of the Geel site.

### Article 3 Personal data of the employee

From his entry into service, the employee must communicate to the employer all information required for proper compliance with social security, employment and tax legislation such as name, address or domicile, nationality, national registration number, marital status, family status, European bank account or other required documents. To that end, he must present his identity card and, if applicable, his work permit or visa (for those employees who are not citizens of the European Union).

The employee must also spontaneously and immediately communicate to the employer via the platform provided for this purpose (Workday) any modification of the data mentioned in the paragraph above.

The employee is responsible for the consequences of failure or delay in communicating the required data or modifications thereof. The employer cannot be held liable for any improper application of social security, employment and tax legislation resulting from the employee's failure to provide such information or to do so on time.

### Article 4 Nature and place of work

Each employee must execute the work according to the description of his position and to do so at the workplace as determined. The content of the function and the place of employment are determined or modified in accordance with the provisions of the individual employment contract and the collective bargaining agreements in force, as well as the general legal provisions.

## 2 Working time

### Article 5 Working time

#### 5.1 Working time

The average full-time weekly working time, calculated on a yearly basis, is 38 hours. The effective full-time weekly working time is 40 hours. The aforementioned average weekly working time is respected by granting 18 paid working time reduction days (known as 'WV' days and 'WVflex') per entire reference period and in case of full-time employment.

The work will be performed according to one of the fixed work schedules inserted in annex 1 of these work rules and according to the gliding work schedules inserted in article 5.4 and in annex 2 of these work rules.

For the employees employed in consecutive shifts, the changing of the shifts will occur in the way provided for in the shift work schedule (annex 1).

For full-time equivalent employees, the effective full-time weekly working time can be lower (e.g. fixed weekend shift), according to the collective bargaining agreements made in this respect.

#### 5.2 Part-time work

The part-time employees are employed according to the work arrangement or the work schedule provided in their employment contract. Annex 1 of these work rules determines the work schedules which are applicable to the part-time employees, as well as the applicable framework.

#### 5.3 Overtime

##### 5.3.1 Principle

Within the legal boundaries, the employer may at any time ask the employee to perform work outside the work schedule applicable to him. Exceeding the normal boundaries of the full-time employee's individual work schedule is referred to as 'overtime'. The part-time employee who performs work in excess of the work schedule provided for in his employment contract but within the limits of full-time work performs 'additional hours'.

Overtime/additional hours can only be performed at the express request and with the express consent of the manager (or his delegate). In accordance with legal provisions, in case of overtime due to extraordinary increase in work, prior consultation will be held with the union delegation.

Except for the cases\* provided for by law, these exceedances of the work schedule give entitlement to overtime pay and/or overtime rest as specified in Article 5.3.2, in accordance with the relevant legal provisions.

## 5.3.2 Application

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

Full-time employees\* are entitled to overtime pay for work performed at the employer's request from 9 hours per day or 40 hours per week. If the above daily limit is exceeded, overtime pay and overtime rest are calculated from the 8<sup>th</sup> hour. The overtime bonus is 50% of the regular wage. It amounts to 100% if the hours giving entitlement to overtime bonus were performed on a Sunday, a public holiday or a holiday replacement day. This allowance can be converted into overtime rest in accordance with the legal provisions. In addition, each overtime hour as defined above gives entitlement to catch-up rest at 100%.

### ***Part-time employees***

In accordance with the relevant legal provisions, part-time employees\* with a fixed schedule who perform work on top of their part-time schedule are entitled, at the employer's request, to an extra 50% of their basic pay or 100% if they perform work on a Sunday, a public holiday or holiday replacement day. If the part-time employee also exceeds the limits of full-time work (overtime), overtime pay and overtime rest will be owed in accordance with the regulations applicable to full-time employees (in accordance with the relevant legal provisions).

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

This is subject to the specific provisions laid down in the relevant collective bargaining agreements.

## 5.3.3 Work on Saturday, Sunday, public holiday or replacement day

Employees\* who are required to perform work on Saturdays shall be compensated - if they are not entitled to overtime pay - at a Saturday work allowance of 50% on the basic pay. If, by way of exception, this employee performs these services on a Sunday, holiday or substitute day, the supplement for the Sunday, holiday or substitute day shall be 100% of the basic pay (if he is not entitled to an overtime bonus). These allowances can be converted into additional overtime rest, in accordance with the relevant legal provisions.

## 5.3.4 Reference period

The reference period for granting overtime rest due to the performance of additional hours and/or overtime (Article 26bis of the Labour Code) is set to a calendar year.

## 5.4 Gliding work schedules (“flexible working time”)

### 5.4.1 Principle

Employees\*, who are not shift workers, are employed under a gliding work schedule. Shift workers are not covered by the scope of the gliding work schedule except at times when they are working in their day shift system under the gliding work schedule, in accordance with their work schedule.

Employees covered by a gliding work schedule shall have a gliding work schedule that includes fixed periods during which they are required to perform work (“stem period”) and variable periods during which they choose the beginning and end of the working day and breaks (“gliding period”) in compliance with the

rules set out in this article and in the work rules (annex 2), and without prejudice to effective work organisation.

Each employee is co-responsible for the correct application of the gliding work schedule without compromising the operational functioning of his department. On the other hand, each direct manager is responsible for the proper functioning of his department as well as the possibility of using the gliding time system. Consequently, it is based on mutual trust, good communication and consultation between the manager and the employee, as well as colleagues among themselves.

Annex 2 to these work rules contains a regulation on gliding work schedules, which repeats the set of rules applicable to gliding work schedules.

## 5.4.2 Gliding period systems

Two schemes can be distinguished within the system of gliding period:

### (1) Gliding time without flex counter.

This group includes workers employed in shifts (at times when they work in a gliding work schedule) and workers in progressive work resumption (part-time work in the context of reintegration).

These employees must respect the agreed daily and weekly working hours on a daily and weekly basis, respectively. They can start/end work taking into account the stem and glide time defined below. This group cannot use a flex counter.

### (2) Gliding time with flex counter.

This group includes employees not covered by (1). They can use the principle of a flex counter, as described below.

## 5.4.3 Gliding- and stem time

The following work schedules with gliding periods and stem periods are applicable to the full-time employees:

	Monday-Friday
Variable (gliding time)	07h00 – 09h30
Fixed (stem time)	09h30 – 11h30
Variable (gliding time)	11h30 – 13h30
Fixed (stem time)	13h30 – 15h00
Variable (gliding time)	15h00 – 19h00

Notwithstanding the above, the Vivarium Operations & Research Support subdivision within In Vivo is subject to different departmental arrangements. The other principles remain unchanged.

Part-time employees follow the same principles around the gliding work schedule. The stem and glide times are the same as those of full-time employees on the days when they are required to perform services.



## 5.4.4 Daily and weekly working hours

### (i) *Gliding time without flex counter*

These employees should respect the agreed daily and weekly working hours on a daily and weekly basis, respectively. They may start/end work taking into account the stem and glide times defined below. A break should be taken between 11h30 and 13h30. The break shall be at least 30 minutes and maximum 2h.

### (ii) *Gliding time with flex counter*

The employee must respect a *maximum daily working time* of 9 hours. A break should be taken between 11h30 and 13h30. The break shall be at least 30 minutes and maximum 2h. The average daily working time is 8h for full-time employees. However, the minimum daily working time of 3h must always be respected.

The employee must respect a *maximum weekly working time* of 45 hours. The average weekly effective full-time working time is 40 hours and must be respected over a reference period of one year starting on 1 January and ending on 31 December. Every week, a maximum of 5 hours more and a maximum of 10 hours less than the average effective weekly working hours can be performed. Specifically, this means that an employee can build up his flex counter by up to 1h per day, and reduce it by 2h per day, as long as the minimum daily performance of 3h is respected.

For part-time employees, the following principles are further taken into account.

The part-time employee must respect a *maximum daily working time* of:

- 9 hours on days when, according to his fixed part-time hourly schedule, the employee works both in the morning and in the afternoon (in this case, a break should be taken between 11h30 and 13h30 of at least 30 min);
- 6 hours on days on which the employee, according to his/her fixed part-time work schedule, only works in the morning or in the afternoon (in this case, no break is provided); on days on which the employee, according to his/her fixed part-time work schedule, only works in the morning or in the afternoon respectively, no services can be provided in the afternoon or in the morning respectively in the context of the gliding work schedule;
- 0 hours on days on which the employee does not work according to his fixed part-time work schedule. Consequently, on days on which the employee does not work according to his fixed part-time work schedule, no services can be provided in the context of the gliding work schedule.

The *average working time* of a part-time employee is determined as follows:

- the average weekly working time is equal to the number of hours per week provided for in his fixed part-time work schedule (or its average over the cycle if the employee is employed in a fixed cycle) - this average must be respected over a reference period of one year starting on 1 January and ending on 31 December;
- the average daily working time is equal to the average number of hours per day foreseen in his fixed part-time work schedule (this average is calculated on the basis of the number of working days of the employee per week, or per cycle if the employee is employed in a fixed cycle).



## 5.4.5 Recuperation of more or less hours (flex balance and flex counter)

For those employees who can use a flex counter, the hours worked in excess or short of the average weekly effective working hours within the framework of gliding work schedules outlined above are tracked in a flex counter. The number of hours in the flex counter (flex balance) can be either positive or negative. Both the positive and negative flex balance amounts to a maximum of 24h. Once the limit is reached (negative or positive), no more hours are added. If the employee exceeds the limit of the maximum negative flex balance, the system will automatically add the missing hours on top of the negative balance of 24h to -24h according to the following cascade system: VD hours (shifted day hours, overtime rest), VDt (take-up bonus overtime), unpaid leave.

The flex hours can be used by the employee to work less or more during periods of gliding time. A maximum of 2h less than the standard working time per day can be worked or 1h more than the standard working time per day, as long as the minimum duration of a day's performance (3h) is respected.

The same principles apply to part-time employees. There is no prorating of the flex balance up to 24h (positive or negative). They too can build up their flex counter by up to 1h per day, and reduce it by 2h per day, as long as the minimum daily performance of 3h is respected.

E.g. A part-time employee with a standard time of 5h per day can also have flex +1h or flex -2h. However, an employee with a standard time of 4h per day can have max flex +1 or flex -1h (because of the minimum daily performance of 3h).

Employees who have reduced their working hours in the context of time credit or thematic leave (parental leave, care for a seriously ill family member, palliative leave, carer's leave) must ensure that the flex balance is zero both within the reference period and at the end of the period of application for the reduction in their working hours in order to avoid any possible impact on their unemployment benefit.

### **\*Employees held a management position or position of trust**

Employees holding a management position or position of trust as referred to in the Royal Decree of 1965 are excluded from certain chapters of the Employment Act of 16 March 1971. They perform the daily and weekly working hours as agreed in the employment contract, with the stem and glide times (Article 5.4) being indicative. This category of employees is not entitled to any compensation (including overtime bonus and/or overtime rest) for exceeding the work schedule. The provisions on overtime pay allowance (Article 5.3.2) and/or allowances for Saturday and/or Sunday, or public holiday work (Article 5.3.3) do not apply to them. The guidelines on recording time (Article 21) are also not applicable to them.

## 3 Public holidays

### **Article 6 Public holidays**

Under Article 1 of the Royal Decree of 18 April 1974 providing for the general enforcement of the Act of 4 January 1974 on Public Holidays, the public holidays are:

New Year's Day (1 January);  
Easter Monday;  
Labour Day (1 May);  
Ascension;

Whit Monday;  
National Holiday (21 July);  
Assumption (15 August);  
All Saints' Day (1 November);  
Armistice (11 November);  
Christmas (25 December).

If one of the public holidays falls on a Sunday or usual day of inactivity, it will be replaced by a usual day of activity, in accordance with the legally prescribed provisions and within the framework of what is agreed in the applicable collective agreements on company level.

The replacement days will be announced in accordance with the legal procedure determined in the works council at the latest on 15 December the previous year. A copy of this note will be added to the work rules (cf. annex 12 of these work rules).

If, exceptionally, an employee must nevertheless perform work on a statutory holiday or a replacement day, he can claim overtime rest in accordance with the legal framework and applicable collective agreements on company level.

## **4 Annual holidays**

### **Article 7 Annual holiday**

#### **7.1 Right to annual holiday**

Each employee is entitled to the annual holidays granted by the coordinated Acts of 28 June 1971 on employees' annual holidays and the Royal Decree of 30 March 1967 determining the modalities for implementing the Acts on employees' annual holidays. The holiday year runs from 1 January to 31 December.

#### **7.2 Collective holidays**

The company uses a system of collective holidays. The dates of the collective holidays are determined at the latest on 15 December of the previous year and are added as annex of the work rules (cf. annex 12 of these work rules).

During periods of collective closure (including bridge days), WV-days can also be scheduled collectively. WV-days scheduled during the collective closure cannot be scheduled at any other time. These hours will not be visible in the time recording system in the relevant counter.

#### **7.3 Individual holiday request**

The application of holiday arrangements must be seen in function of the work organisation, in other words, the departmental assignment must be able to be carried out, without prejudice to the right to holiday as provided by law. To this end, the following arrangements are determined below:

## 7.3.1 Leave planning

Vacation can only be taken with the approval of the supervisor. The approval of all vacation requests depends on the needs of the company and the availability of staff. The supervisor (or his substitute) is responsible for approving or rejecting leave as quickly as possible. At the departmental level, agreements can be made regarding the taking of individual leave.

In addition, special leave arrangements can be determined in the works council. Department heads and employees will be informed about the arrangements agreed upon in the works council.

## 7.3.2 Specifics for main leave in certain environments

Departments in a production or in a semi-production environment (e.g., IMSC Pharma, clinical supply), as well as the departments that directly support them (e.g., quality service, logistics), must establish a work organisation schedule based on their planning system as early as possible, and no later than 15 December of the year preceding the holiday year. The holiday year is defined as the calendar year in which one wishes to take holiday.

At the departmental level, it can be determined that the application for the main leave must be submitted no later than 15 January of the holiday year. These departments are listed in Annex 12 of these work rules. In these cases, the main leave will be granted or not no later than 15 February of the holiday year. If there is no response regarding the timely application for the main leave by 15 February of the holiday year, the main leave is approved (without automatic registration in Primetime), except in those environments where discussions are ongoing with the union delegation.

To ensure equal treatment of staff, any main leave will take priority over any leave other than main leave.

## 7.3.3 Registration of holiday

The final registration of (individual) holidays must be done through the appropriate platform (Primetime) after which the supervisor may or may not approve the registration of the holiday request. The supervisor will approve or disapprove the request as soon as possible. In the absence of any response, the holiday request will be automatically registered as approved after 14 calendar days from the date of application for all registrations of holiday requests made in Primetime from 1 February of the relevant calendar year.

## 5 Absence from work

### Article 8 Notification

The employer (direct supervisor or his substitute) must be informed in prior notice if the employee knows he will be absent or late for work.

If the employee has not received prior approval to be absent or late to work, that employee must notify the employer as soon as possible, and if possible, at least half an hour before the start of the employee's normal working hours, and at the latest within 2 hours of the start of working hours and give the reason for his absence or tardiness. With the exception of emergencies, the employee must inform his supervisor (or his substitute) in principle and preferably in person by telephone.

With the exception of emergencies, any employee who fails to give notice of his/her absence or tardiness in the above-mentioned manner or in a timely manner will be deemed to have been absent or late that day without reason.

## **Article 9 Absence because of work disability due to illness or an accident**

To benefit from the legislation relating to absences due to incapacity for work as a result of illness or accident, the employee must comply with the following obligations:

### **9.1 Duty to notify**

The employee must notify his direct supervisor or his substitute of his illness or accident as soon as possible, in principle before the normal start of the working day, and at the latest within 2 hours after the normal start of the working day. This notification is preferably made by the employee himself by telephone. The employee also reports the probable duration of absence as soon as possible.

### **9.2 Medical certificate**

Except in cases of force majeure, the employee must submit a medical certificate justifying his absence within 48 hours of the day on which the incapacity started, starting from the first working day of absence.<sup>1</sup>

The dated certificate shall state, among other things, the nature of the employee's incapacity, the beginning and probable duration of the incapacity, and whether or not the employee is allowed to leave his home. This attestation must include the stamp and signature of the treating doctor, unless this would be an electronic attestation (eAttest). The attestation must be in English or one of the three official national languages (French, Dutch or German), or accompanied by a translation into one of the preceding languages.

The certificate should be uploaded through the time registration system (Primetime). If the employee is not in a position to upload the attestation through the timekeeping system, he can still deliver it to the company health service, provided he clearly states his name and WWID.

The 48-hour period does not include Saturdays, Sundays and public holidays. The employee is responsible for proving that he has brought in his attestation on time. In case of dispute, the date of the postmark will be considered if the attestation was sent by post. If the certificate is submitted after the prescribed deadline, the employee is not entitled to guaranteed pay for the days counting from the start of the absence until the day the medical certificate is issued or sent, except in cases of force majeure.

Notwithstanding the above, the employee is not required to submit a medical certificate for the first day of incapacity for work. This exception to the rule applies to each individual employee only three times per calendar year (known in Primetime as 'Zlz.a days'). However, the employee should notify the employer as soon as possible of his absence on the first day of absence as provided above.

In cases where the incapacity for work due to illness or accident occurs during a period of annual leave (limited to statutory leave - known in Primetime as "JV"), the employee shall immediately notify the employer of his residence address if he is not at his home address. In addition, except in cases of force majeure, the

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<sup>1</sup> Employees residing in the Netherlands can find the procedure to be followed on the Intranet, in particular on the GHS Belgium sharepoint ([https://jn.sharepoint.com/teams/GHS\\_BE/SitePages/Q-%26-A-ziektemelding-voor-werknemers.aspx](https://jn.sharepoint.com/teams/GHS_BE/SitePages/Q-%26-A-ziektemelding-voor-werknemers.aspx)).

employee always submits a medical certificate to the employer within 48 hours from the day on which the incapacity started, with the same obligatory indications as indicated above. Consequently, the aforementioned exception for the first day of incapacity for work (the so-called 'Zl.z.a days') does not apply here. In this case, the employee cannot use the exemption from submitting a medical certificate for the first day of incapacity for work.

The days of annual leave (JV) not taken due to illness are made available again in Primetime (and therefore do not automatically extend the period of annual leave).

### **9.3 Relapse/Extension**

In case of extension of the incapacity, the employee will immediately inform his direct supervisor (or substitute) in the same manner and within the same time limits as provided in point 9.1 above. He will submit a new medical certificate in accordance with the same practical modalities and deadlines as provided for in point 9.2 above.

If the employee becomes incapacitated for work again within 14 days of the previous period of illness, it is presumed that both incapacities are due to the same illness or accident, unless the treating doctor has explicitly indicated on the medical certificate that the incapacity is due to another cause. If the work disability is due to the same illness or accident, this does not open a new entitlement to guaranteed pay.

If the certificate is submitted after the prescribed deadline, then, except in cases of force majeure, the employee is not entitled to guaranteed pay for the days counting from the start of the absence until the day the medical certificate is issued or sent.

### **9.4 Control examination by the control doctor**

In case of absence due to illness or accident of general entitlement, the employer has the right from the first day and during the entire period of incapacity to have a medical examination carried out by a medical doctor appointed and paid by the employer. The employee is obliged to accept the medical examination, if any. An employee residing at a different address during his/her incapacity for work is obliged to immediately communicate this address to the employer. The burden of proof is on the employee.

Under no circumstances may the employee make medical monitoring impossible and must receive the monitoring doctor and submit to a medical examination.

The employee who is not allowed to leave the home must keep himself at the disposal of the control doctor at any time at home.

The employee who was authorised by his/her treating doctor to leave his/her home and was not at home at the time of the examination, must report to him/her at the fixed day and time mentioned on the invitation left by the control doctor. Nevertheless, the employee undertakes to be at home between 2pm and 6pm on the first and second day of absence (or at the other address he communicated to the employer) to enable a fluent control.

The employee must notify the employer immediately if, due to a medical examination or force majeure:

- cannot present himself for examination on the proposed day or hour;
- cannot be at home on the first or second day of absence.

In case of extension of incapacity for work or a relapse, the employee must again keep himself at the disposal of the control doctor from the beginning of the extension or relapse in accordance with the above regulation.

The control doctor verifies whether the employee is actually incapable of work, verifies the probable duration of the incapacity and, where appropriate, the other medical data necessary for the application of the regulations (e.g. the data affecting the determination of the guaranteed pay). All other determinations remain subject to professional secrecy.

The control doctor shall hand over his findings in writing to the employee as soon as possible. In view of his report, the control doctor may make prior contact with the employee's treating doctor and, in the event of a dispute, try to reach a settlement. The employee may indicate his disagreement at the time of receiving the findings of the control doctor, which must be noted by the control doctor on the writing. If a dispute of a medical nature arises between the employee and the control doctor, it may be settled by an arbitration procedure established by or under the law. The most diligent party can initiate this procedure within two working days from the delivery of the findings of the control doctor. Of course, in addition, the courts and tribunals remain competent at all times.

A medical arbitrator can be appointed by mutual agreement between the treating doctor and the control doctor. If they cannot reach an agreement, a referee can be appointed unilaterally, who is on the list of doctors-arbitrators.

## **Article 10 Returning to work**

### **10.1 Informing the employer**

For organisational reasons, an employee wishing to return to work is requested to notify his direct supervisor (or substitute) in good time, preferably at least 2 weeks prior to the planned start, especially in the case of a return after a long-term absence (>1m).

### **10.2 Mandatory medical examination for employees subject to periodic health monitoring**

Employees subject to periodic health monitoring must undergo a return-to-work examination by the occupational physician after an absence of at least four consecutive weeks due to any illness, accident or due to childbirth, no later than the 10th working day.

### **10.3 Right to a pre-employment visit**

In the event of incapacity for work, all employees have the right to request a pre-work resumption visit from the occupational physician with a view to a possible adjustment of their work position or working regime.

The employee can directly request a pre-employment visit from the occupational physician. Provided the employee has given his/her consent, the occupational physician may consult with the treating doctor and/or the consulting doctor.

Upon receipt of the request, the occupational physician notifies the employer upon the employee's approval. The occupational physician invites the employee for a pre-employment visit within 10 working days following the day of receipt of the application.

## **Article 11 Permission to leave the work place**

If the employee cannot start or continue working after his arrival at the work place, he must contact the occupational health service that grants permission to leave the workplace. If the occupational health service should be unreachable, or if a cause other than illness were to be involved, he should ask his supervisor (or his substitute) for permission to leave the workplace, stating the reason. An employee who is absent only on the day on which he validly leaves the company due to illness should not provide a medical certificate for that day. However, the employee who remains disabled for work for the following day(s) as well should submit a medical certificate.

## **Article 12 Guaranteed daily pay**

In accordance with Article 27 of the Employment Contracts Act, in the following two exceptional cases, although the employee has not completed his day's work or has not completed his day's work in full, he will still be entitled to his normal pay for the day:

a. The employee who effectively left his place of residence and did not arrive at work or arrived late, on condition that:

- the cause, occurring on his way to work, is independent of his will; and
- he is making his way to work normally, given the circumstances.

b. The employee who arrived at the workplace but was unable to start or continue work, on condition that

- the cause is independent of his will, in accordance with the relevant legal provisions, and
- he was capable of working at the time he went to work.

## **Article 13 Absence in view of pregnancy check-ups**

The pregnant employee, who has informed the employer of her condition, is entitled to be absent from work, with preservation of her normal remuneration, during the time necessary to undertake pregnancy check-ups, when these cannot take place outside her working hours. To be entitled to the remuneration, the employee must inform the employer prior to her absence as soon as possible and at least in accordance with what is foreseen in article 8 of these work rules. The employee hands a medical certificate to the employer to justify her absence.

## **Article 14 Unjustified absence**

Any absence which is not due to illness or accident and which is not justified by a valid reason gives the employer the right to suspend payment of wages during the period of absence and may also be the subject of a sanction provided for in the work rules.



## 6 Remuneration

### Article 15 Amount and payment of the remuneration

#### 15.1 Amount and term of payment

The individual employment contract determines the amount of the fixed gross monthly salary. The payment of wages is based on the data available in Primetime.

Employees' wages are paid each month no later than the 5<sup>th</sup> last working day of the month for which the salary is due.

Payments are made by deposit into the European bank account specified by the employee. The employee should communicate his European bank account number, and any modification thereof, to the employer via the platform provided for this purpose (Workday).

#### 15.2 Electronic payslips

In accordance with applicable legislation, the documents listed below are sent and stored electronically in the context of the individual employment relationship, namely:

- individual account, and payslip as an extract from the individual account (Section 2 of the Royal Decree of 8 August 1980 on the keeping of social documents and Article 15 of the Act of 12 April 1965 on the protection of the remuneration of employees);
- monthly report of work performance in case of flexible work schedules or variable work schedules (Art. 9quater of the Act of 12 April 1965 on the protection of the remuneration of employees);
- document to be handed over to the employee who performs work services abroad for more than 1 month on behalf of the employer (art. 20bis of the Employment Contracts Act);
- documents to be handed over to the employee at the end of the employment contract, in particular the certificate of employment (art. 21 of the Law on Employment Contracts).

The probative value of the electronic documents provided by Acerta Social Secretariat is guaranteed on the basis of the Royal Decree of 7 December 2016 on the probative value of data processed by social security institution.

The listed documents are stored and made available on the electronic platform of DOCCLE bv, company number 0846.382.408 ([www.doccle.be](http://www.doccle.be)) which has been appointed as a provider of an electronic archiving service.

Employees are given unrestricted access to their personal documents via a secure account on DOCCLE's electronic platform. They have access as long as they are linked to the employer with an employment contract and thereafter for a period of up to 7 years after the termination of the employment relationship.

#### 15.3 Withholdings from salary – payment to third parties

Withholdings from salaries are made in accordance with the provisions of the Wage Protection Act. Payments to third parties are also made within the framework established by the Wage Protection Act.

## **15.4 Equal remuneration for male and female employees**

Annex 3 to these work rules is the text of the of the Collective Bargaining Agreement No. 25, concluded on 15 October 1975 in the National Labour Council on equal remuneration for male and female employees, declared generally binding by Royal Decree of 9 December 1975 (*Belgian Official Gazette*, 25 December 1975).

## **15.5 Overview of some conventional and extralegal benefits**

Annex 4 includes an overview of some conventional and extralegal benefits.

## **7 Termination of the employment relationship – notice periods – serious cause**

### **Article 16 Termination of the employment contract**

#### **16.1 Termination of the employment contract**

The procedure, including the formal requirements regarding the termination of the employment contract are stipulated in articles 32 to 42 of the Employment Contracts Act of 3 July 1978.

The notice periods, which must be respected, are those provided for in the Employment Contracts Act of 3 July 1978, the Act of 26 December 2013 on the introduction of a single employment status between blue and white collar employees regarding notice periods and the first day of sick leave and accompanying measures and/or in the legal sources, which are higher up in the hierarchy of sources of law than these work rules.

#### **16.2 Termination of the employment contract for serious cause**

Either party may terminate the employment contract for serious cause without notice period or termination indemnity in lieu of notice.

A serious cause is any serious misconduct, which renders immediately and definitively impossible all further professional relations between the employer and the employee. The actions mentioned in article 23 are examples of serious misconduct that, depending on the circumstances, could potentially result to the immediate termination of the employment contract, whether or not for serious cause.

#### **16.3 Appeal period**

The deadline for contesting the dismissal is stipulated in article 15 of the Employment Contracts Act of 3 July 1978.

## **8 Safety rules**

### **Article 17 First-aid box**

The persons responsible for giving first aid in the event of an accident are designated and listed in annex 7 to these work rules.

First-aid boxes are at the disposal of the first aid workers, as listed in annex 7.

## **Article 18 Smoking prohibition**

Smoking is prohibited on J&J Company premises. This prohibition includes the use of all tobacco products, including, but not limited to, smoking (e.g., cigarettes, pipes and cigars) and/or use of smokeless tobacco (e.g., snuff, chewing tobacco and electronic cigarettes).

Smoking is permitted only in the smoking area.

## **Article 19 Work accidents and accidents on the way to or from work**

### **19.1 Work accident or accident on the way to or from work**

Except in cases of force majeure, the employee who is the victim of a work accident work or an accident on the way to or from work must immediately notify (or have a third party notify) the employer (occupational health service) and provide it with all the information necessary to complete the accident statement and/or other administrative formalities.

### **19.2 Care**

The employee who is the victim of an work accident is free to choose a doctor, a pharmacist or a nursing home. For a work accident at the site in Beerse or Geel, it is additionally strongly recommended that employees visit the occupational health service for first aid (as far as injuries allow).

For a work accident in Olen, they are expected to travel to the occupational health service in Geel if local care through a first aid provider is insufficient and as far as the injuries allow. If the injuries do not permit this, external assistance is requested.

## **9 Social facilities**

### **Article 20 Social facilities**

The employer puts the following social facilities at the disposal of the employees:

- sanitary installations, particularly washstands, showers and toilets;
- a refectory;
- a room for resting;
- a room for pregnant and nursing employees.

An overview can be found in Annex 5.

These social facilities are at the disposal of the employees during the normal working hours.

The employees have access to these social facilities according to the safety measures in force applicable in the building.

## 10 Commands, prohibited actions and penalties

### Article 21 Time registration

Employees\* must follow the following rules regarding the registration of their time:

- registration shall be done in person by means of an individual badge and registration devices intended for recording working time, distributed around the company premises;
- registration should be done at the closest registration device assigned to the workplace.

Such employee must register at the beginning and end of the work day and at the beginning and end of the break(s) (other than the 2x 10-minute break/day to be used in accordance with departmental practices). Shift workers (see Annex 1) should only register at the beginning and end of their work day. Any other exception to this rule due to the nature of the work is possible only after approval by the Time and Attendance Department (Time & Attendance) after motivated request from the supervisor.

If one forgets to register, one can manually enter it in the time attendance system, after which the supervisor approves the request as appropriate.

If the registration device is not working, one must notify the Time & Attendance department as soon as possible (via AskGS by ticket), after which one either enters the performance manually or uses the closest registration device.

If the badge is forgotten, the employee can obtain a temporary badge from the badge management service. This temporary badge does not work on the registration device. Performances must be entered manually in the time registration system. If the badge is lost or stolen, the employee must notify the badge management department as soon as possible. The badge management department can be found on the list of important numbers on the intranet (<https://jn.sharepoint.com/sites/PHM-GCSP-COM-EMEA/campuses/beerse/NL/Pages/Nuttige-telefoonnummers.aspx>).

### Article 22 Commands

#### 22.1 General

The employee shall perform his work to the best of his ability and in line with the policy of the employer. The mutual relationship between employees, regardless of their job level, should be characterised by an atmosphere of understanding, mutual appreciation and cooperation.

Every employee is expected to behave correctly and respectfully towards other employees and third parties. This includes refraining from any form of racism and discrimination and treating everyone with the same human respect for their individual dignity, feelings and beliefs.

The employee must keep his personal belongings safe in designated places.

Upon termination of the employment contract, the employee is obliged to return all documents, materials and suchlike provided to him during the performance of his employment contract.

## 22.2 Duties under the well-being legislation

The employee must fulfil the obligations set out in the Act of 4 August 1996 on the well-being of employees in the performance of their work. Article 6 of the Well-being Act states the following:

*"Every employee must, in his acts and omissions at the workplace, in accordance with his training and the instructions given by the employer, take care to the best of his ability for his own safety and health and that of other persons concerned.*

*To this end, employees shall in particular, in accordance with their training and the instructions given by the employer:*

*1° make proper use of machinery, appliances, tools, dangerous substances, means of transport and other means;*

*2° make proper use of the personal protective equipment provided to them and put it away after use;*

*3° not arbitrarily disable, alter or move the specific safety devices of, in particular, machines, apparatus, tools, installations and buildings, and use these devices in the correct manner;*

*4° immediately inform the employer and the internal service for prevention and protection at work of any work situation which they reasonably suspect poses a serious and immediate danger to safety and health, as well as of any identified defect in the protection systems*

*5° provide assistance to the employer and the internal service for prevention and protection at work, for as long as necessary to enable them to perform all tasks or meet all obligations imposed for the well-being of workers in the performance of their work*

*6° provide assistance to the employer and the internal service for prevention and protection at work, for as long as necessary, so that the employer can ensure that the working environment and working conditions are safe and do not pose risks to safety and health within their area of work*

*7° contribute positively to the prevention policy established in the context of protecting workers from violence, harassment and unwanted sexual behaviour at work, refrain from any act of violence, harassment or unwanted sexual behaviour at work and refrain from any unlawful use of procedures."*

Without being restrictive, the following special rules should be observed in addition:

- a. the employee must consume his meal in the areas provided for that purpose by the employer premises provided by the employer. The employee must remove all personal protective equipment (PPE) and soiled work clothes before entering these areas. In central refectories, it is not permitted to wear work clothes while consuming meals; in decentralised refectories, clean work clothes or city clothes may be worn and locally determined hygiene measures must be followed.
- b. the employee may not smoke or light fires in places where this is prohibited and must know and comply with fire safety guidelines, including knowing the escape routes and assembly points.
- c. every employee must submit to any legally prescribed medical examination in accordance with the provisions of the ARAB and/or the Codex on Well-being at Work. The prevention advisor (occupational physician) may, within the limits set by law, if he deems it necessary and after consultation with the employee, always impose medical examinations other than those provided for by law to further investigate any abnormality that emerges during medical monitoring and may be related to an exposure at work.
- d. the employee who is obliged to be vaccinated against diseases such as tuberculosis, tetanus and the like in accordance with the legal provisions, shall, upon invitation, be vaccinated by the prevention advisor (occupational doctor). He may refuse such vaccinations if he is vaccinated by a doctor of his choice. In that case, the costs shall be at his expense.
- e. every pregnant worker should contact the prevention advisor (occupational physician) as soon as possible to take the necessary health measures.
- f. respect the legal traffic rules on company premises.

## Article 23 Prohibited actions

The following actions are forbidden:

- introducing and/or consuming alcoholic drinks or other narcotic or intoxicating substances into the company;
- intoxication in any manner which renders the employee incapable of performing his job effectively or which may endanger the safety of others;
- being in an intoxicated state on company premises or carrying out his professional activities;
- failing to respect the rules on access to the company. This includes the employee:
  - may not allow third parties on the premises except in the cases expressly authorised in accordance with the procedure provided for that purpose;
  - not to allow others access to buildings and/or premises to which he/she should not have access and not to enter buildings/premises himself/herself to which he/she does not have permission;
  - not make improper use of registration badges, passwords and pin codes to enter buildings, premises;
  - to enter the workplace via access routes other than those provided for that purpose;
- smoking on the employer's J&J premises. Smoking is permitted in the designated smoking zone;
- unless expressly authorised, distributing printed matter or posting pamphlets holding meetings or organising activities that are not company-related, carrying out propaganda, collecting membership fees;
- collecting money or offering items for sale in the workplace, except through the channels provided for that purpose;
- making unreasonably long private telephone calls during working hours;
- engaging in any other professional activity during his working hours at the company for his own account or for the account of a third party, whether or not the latter is a competitor, without the prior consent of the competent services;
- conducting competitive activities in the employee's own name or in the name of a third party;
- refusal to perform the agreed work or comply with a legitimate instruction (insubordination);
- taking belongings of the company (office supplies, tools, work clothes, personal protective equipment, waste...) out of the company, without the express permission of an authorised person. Any form of theft, regardless of the value of the stolen goods, is prohibited;
- falsifying documents or committing fraud;
- accepting or distributing gifts/ presents intended to bribe someone;
- committing acts of violence and physical assault;
- serious insults to other employees or third parties;
- non-compliance with essential safety rules or repeated or intentional refusal to comply with prescribed safety measures;
- gross negligence;
- removal of files, documents or material without authorisation;
- being repeatedly late for work;
- any breach of the obligation of confidentiality;
- any misuse or improper use of the company's credit card;
- any misconduct that causes the employer to lose all confidence in the employee;
- any misconduct that could damage the reputation of the company;
- unjustified absence from work;
- taking a public stand that could reasonably be expected to damage the reputation or good name of the company or of a company in the same group;

- falsifying expenses, accounts or violating the company's rules on business travel, the company car or reimbursement of expenses;
- the misuse or improper use of IT and telecommunication facilities; limited private use of e-mail (via mobile phone), internet, (mobile) phone, and other tools provided by the employer is possible, provided that such use is inter alia occasional and does not interfere with the employee's normal work activities;
- not using property (buildings, installations, materials, working clothes, individual protection equipment, budgets...) belonging to the employer or third parties with due diligence and/or intentionally damaging it;
- intentionally damaging the employer's reputation;
- refusal to submit to a legally prescribed medical examination or vaccination;
- any gross breach of professional standards of conduct or good behaviour;
- the fraudulent or improper use of attendance records;
- engaging in activities inconsistent with the policies and values of the J&J Credo;
- creating, sending or transmitting inappropriate or offensive material, such as comments about race, gender, body characteristics, disabilities, age, sexual orientation, pornography, religious belief or practice, political opinion or national origin;
- encourage anti-social or unethical behaviour;
- retain materials and documents made available to him during the performance of the employment contract;
- sharing PINs/passwords with a view to providing access to systems to which one should not have access.

This list is not exhaustive.

## **Article 24 Penalties**

The employees' infractions of their contractual obligations, the present work rules, the particular guidelines that apply within the company and/or general directives, and insofar as these can not be considered as a serious cause that justifies a dismissal for serious cause or do not result in an ordinary dismissal, can be sanctioned as follows:

- an oral warning;
- a written warning;
- a disciplinary transfer;
- a suspension of one or more days without pay or compensation (max 3 days);
- a suspension of one or more days with pay retention.

The employer will determine the appropriate sanction, without having to respect the order of the above-mentioned sanctions. Before a sanction is imposed, the employee has the right to be heard and to be assisted by a union representative.

## **Article 25 Complaints procedure**

Each employee who wants to file a complaint or who wishes to make a remark with regard to a sanction imposed upon him, has the right to do so to HR (ER/LR) by creating a case through AskGS within a reasonable time. In doing so, the employee has the right to be assisted by a union representative.



## 11 Prevention of psychosocial risks at work

### Article 26 Procedure psychosocial risks at work

#### 26.1 Definitions

**Psychosocial risks at work:** the risk that one or more employees experience psychological damage which may or may not come together with physical harm as a consequence of exposure to the elements of the employment organization, the employment content, the employment conditions, the working conditions and the interpersonal relationships at work, over which the employer has influence and which objectively give rise to danger.

**Violence:** every assault whereby an employee is psychologically or physically threatened or attacked while at work.

**Bullying:** a persistent pattern of similar or different acts, outside or inside the company or institution, which develops during a certain period of time, which has as goal or as a consequence that the personality, dignity or the physical or psychological integrity of an employee during the execution of his work is harmed, that his employment is placed in danger or that a threatening, hostile, insulting, humiliating or offensive environment is created and which manifests itself specifically in words, threats, acts, gestures or unilateral written texts.

**Sexual harassment:** any form of unwanted verbal, non-verbal or physical behaviour with a sexual connotation, which has as goal or as consequence that a person's dignity is affected, particularly when creating an threatening, hostile, insulting, humiliating or offensive environment.

Workplace violence and harassment may be related in particular to age, civil status, birth, fortune, religious or philosophical conviction, political conviction, trade union conviction, language, current or future health condition, handicap, physical or genetic features, social origin, nationality, assumed race, skin colour, ascendance, national or ethnic origin, gender, sexual orientation, gender identity, gender expression, gender characteristics, pregnancy, childbirth, breastfeeding, maternity, adoption, medically assisted reproduction, gender reassignment, paternity and co-motherhood..

#### 26.2 Prohibition of violence, bullying and sexual harassment

Violence, bullying and sexual harassment at work are prohibited. The employer and the employee undertake to abstain at all times from any form of violence, bullying or sexual harassment at work.

#### 26.3 Person of trust and prevention advisor

The names of the persons of trust as well as of the prevention advisors specialised in the psychosocial aspects of work (hereafter referred to as 'prevention advisor psychosocial aspects', also known as "Paps" in the company) are listed below, and can also be consulted on the intranet including on the GHS Belgium sharepoint ([https://jn.sharepoint.com/teams/GHS\\_BE](https://jn.sharepoint.com/teams/GHS_BE)).

#### 26.4 Procedures

- (i) The employee who believes that he experiences psychological damage, which may or may not come together with physical damage as a consequence of psychosocial risks at work,

specifically including violence, bullying or sexual harassment at work, can at all times directly contact the employer, the occupational health service, a member of the management/the hierarchic line or to a member of the Committee for Prevention and Protection at Work (hereinafter “CPPW”) or the union delegation. The employer and the members of the hierarchic line will hear the employee and, where they find this necessary, take the necessary steps to avoid or at least limit damage. In this context, they can, among other things, have a risk analysis of a specific work situation carried out by the prevention advisor psychosocial aspects or ask them to organise mediation or conciliation.

- (ii) The employee who believes that he experiences psychological damage, which may or may not come together with physical damage as a consequence of psychosocial risks at work, specifically including violence, bullying or sexual harassment, can also contact the person of trust or the prevention advisor psychosocial aspects (“intervening party”).

The person of trust and the prevention advisor psychosocial aspects can be consulted during normal working hours. If the normal working time arrangement makes it impossible for the employee concerned to consult the person of trust or the prevention advisor psychosocial aspects during the working hours, this consultation can also take place outside working hours.

The person of trust or the prevention advisor psychosocial aspects invites the employee for a meeting which takes place within ten calendar days as of the first contact and informs the employee about the possibilities of:

- **an informal psychosocial intervention** which consists of searching for a solution in an informal way by means of:
  - 1) discussions which include reception, active listening or provision of advice; or
  - 2) an intervention with another person of the undertaking, in particular a member of the hierarchic line; or
  - 3) an appeasement to the extent that the persons concerned agree with this.

The type of informal psychosocial intervention chosen by the petitioner is registered in a document which is dated and signed by the intervening party and by the petitioner, who receives a copy;

or

- **a formal psychosocial intervention** which consist of asking the employer to take suitable collective and individual measures based on an analysis of the specific working situation of the petitioner and based on the propositions for measures made by the prevention advisor psychosocial aspects and which are included in an advice.

If this consultation takes place during a personal interview, the intervening party hands over a document confirming this personal interview to the employee at his request.

The employee chooses, if applicable, the type of intervention he wishes to use.

Filing a request for formal psychosocial intervention is only possible after a first personal interview with the prevention advisor psychosocial aspects, which has to take place within 10 calendar days following the day on which the employee expresses his will to file a request. The

prevention advisor psychosocial aspects accepts delivery of the request that was handed over personally, signs a copy of this request and hands this over to the petitioner. This copy counts as acknowledgement of receipt.

The request for formal psychosocial intervention is registered in a document dated and signed by the petitioner. This document contains the following information:

- 1° the detailed description of the problematic working situation;
- 2° the request to the employer to take appropriate measures.

The prevention advisor psychosocial aspects refuses the filing of the request for formal psychosocial intervention when the situation described by the petitioner obviously doesn't imply any psychosocial risks at work. The notification of the refusal or acceptance of the request takes place within ten calendar days after the receipt of the request at the latest. Absent a notification within this term, the request is considered to be accepted after the expiry of this term.

When the situation described by the employee mainly concerns risks which display a collective nature, the request is treated in accordance with what is mentioned hereafter under point (A). When the situation described by the employee mainly concerns risks which display an individual nature, the request is treated in accordance with what is mentioned hereafter under (B).

*(A) Request with mainly a collective nature*

- The prevention advisor psychosocial aspects informs the employer in writing of the following elements:
  - 1° the fact that a request for formal psychosocial intervention was filed and that this request mainly has a collective nature;
  - 2° the fact that this request is treated in accordance with what is stipulated under (A);
  - 3° the risk situation described by the employee, without revealing his identity;
  - 4° the date on which the employer has to make its decision regarding what it will do in response to the request.
  
- The prevention advisor psychosocial aspects informs the employee in writing of the following elements:
  - 1° the fact that his request mainly concerns risks with a collective nature;
  - 2° the fact that this request is treated in accordance with what is stipulated under (A);
  - 3° the date on which the employer has to make its decision regarding what it will do in response to the request.
  
- The employer makes a decision regarding what it will do in response to the request. If the employer makes a specific risk analysis with a view to taking any measures, this has to be executed in accordance with the applicable legislation.

The following procedure should be followed, insofar as privacy is not violated and insofar as the communication does not complicate appropriate problem management:

- He communicates the document with a description of the risk situation to the committee;
  - He asks the advice of the committee on the way in which the request will be treated;
  - If applicable, he communicates the results of the specific risk analysis, which contain only anonymised data;
  - He asks for its advice regarding what it will do in response to the request.
- Within a term of maximum three months as of the communication by the prevention advisor psychosocial aspects to the employer, the employer communicates in writing its motivated decision to the following persons:
- 1° The prevention advisor psychosocial aspects, who informs the petitioner;
  - 2° The prevention advisor competent for the internal service for prevention and protection at work, when the prevention advisor psychosocial aspects is part of an external service for prevention and protection at work;
  - 3° The committee.

If the employer makes a specific risk analysis, this term can be extended by maximum three months.

- The employer carries out the measures he decided to take as soon as possible.
- If necessary, the prevention advisor psychosocial aspects communicates immediately and in any event before the expiry of the above-mentioned term of three months, in writing to the employer proposals for prevention measures, which may have a preservative nature, to prevent the health of the employee from being seriously affected. The employer executes the proposed measures or measures of an equally protective level as soon as possible.
- When the employer didn't make a specific risk analysis or this was not executed together with the prevention advisor psychosocial aspects, the latter treats the request in accordance with what is stipulated under (B) in the following situations and to the extent that the petitioner agrees with this in writing:
- 1° The employer doesn't communicate its motivated decision in time;
  - 2° The employer decides not to take any preventive measures;
  - 3° The employee is of the opinion that the preventive measures were not tailored to his individual situation.

#### *(B) Request with mainly an individual nature*

- The prevention advisor psychosocial aspects informs the employer in writing of the fact that a request for formal psychosocial intervention was filed and that this request has primarily an individual nature. He informs the employer of the identity of the petitioner.
- The prevention advisor psychosocial aspects examines in a completely impartial way the specific working situation, taking into account the information communicated by the persons he deems necessary to hear. This information is registered in a dated and signed declaration

which contains, if applicable, the permission to communicate this to the Public Prosecutor and of which a copy is communicated to the persons heard.

- The prevention advisor psychosocial aspects drafts an advice that contains the following elements:
  - 1° The description of the request and the context thereof;
  - 2° The identification of the risks for the employee and the entirety of the employees;
  - 3° The elements which have a positive and negative influence on the risk situation, specifically on the level of the working organization, the content of the employment, the employment conditions, the working conditions or the interpersonal relationships at work;
  - 4° If applicable, the prior steps which were taken to eliminate the possible risk and to limit the damage;
  - 5° The proposals for the necessary collective and individual preventive measures which have to be taken regarding the specific work situation to eliminate possible risks and to limit the damage, and the justification of those propositions;
  - 6° The proposals for collective prevention measures which have to be taken regarding the specific work situation to eliminate possible risks and to limit the damage, and the justification of those propositions.

Within three months as of the acceptance of the request at the latest, the prevention advisor psychosocial aspects communicates the advice to the employer and, with the consent of the employee, to the person of trust when he intervened in an informal way in the same situation.

This term can be extended by three months to the extent that the prevention advisor psychosocial aspects can justify this extension and communicates the reasons thereof in writing to the employer, the employee and the other directly involved persons.

The prevention advisor psychosocial aspects communicates his advice to the employer, even if the employee is no longer working for the company during the intervention.

- The prevention advisor psychosocial aspects informs the employee and the other directly involved person as soon as possible in writing of the date on which he communicates his advice to the employer and the proposals for preventive measures and their justification, as far as this justification allows them to more easily understand the situation and accept the result of the procedure.

At the same time, the prevention advisor psychosocial aspects, when he is part of an external service for prevention and protection at work, informs the prevention advisor charged with the management of the internal service in writing of the proposals for preventive measures and their justification, to the extent that this justification allows the Prevention advisor of the internal service to execute his coordination tasks

- The employer decides on the measures to take, taking into account the advice of the prevention advisor psychosocial aspects.

- If the employer considers taking individual measures regarding an employee, he communicates this in advance in writing to the employee, one month after it received the advice at the latest.

If these measures modify the employee's employment conditions, the employer communicates to the employee a copy of the advice insofar as privacy is not violated and insofar as the communication does not interfere with appropriate problem management, and he hears the employee. During this interview, the employee may be assisted by a person of his/her choice.

- At the latest two months after receiving the advice, the employer communicates in writing to the following persons his motivated decision regarding what he will do in response to the request:
  - 1° The prevention advisor psychosocial aspects;
  - 2° the employee and the other directly involved person(s);
  - 3° the prevention advisor charged with the management of the internal service for prevention and protection at work when the prevention advisor psychosocial aspects is part of an external service.

The employer carries out the measures he decided to take as soon as possible.

- (iii) When according to the employee the request for formal psychosocial intervention concerns facts of violence, bullying or sexual harassment at work, this request is entitled “**Request for formal psychosocial intervention regarding facts of violence, bullying or sexual harassment at work**”. In that event, the following procedure applies.

- The dated and signed document by which this request is filed, contains the following elements:
  - 1° the detailed description of the facts that, according to the employee, are constitutive of violence, bullying or sexual harassment at work and, if applicable, the description of the link between these facts and a discrimination ground;
  - 2° the time and place where each of these facts took place;
  - 3° the identity of the person involved;
  - 4° the request to the employer to take suitable measures to end these facts.
- The prevention advisor psychosocial aspects receives a copy of the request that is personally handed over, signs a copy of this request and hands this over to the petitioner. This copy counts as acknowledgement of receipt.

The prevention advisor psychosocial aspects refuses the filing of the request for formal psychosocial intervention regarding facts of violence, bullying or sexual harassment when the situation described by the petitioner obviously doesn't include violence, bullying or sexual harassment at work. The notification of the refusal or acceptance of the request occurs within ten calendar days after the receipt of the request at the latest. Absent a notification within this term, the request is considered to be accepted after expiration of this term.

As soon as this request is accepted, the prevention advisor psychosocial aspects shall also inform the employer of the fact that the request mentions facts of violence or harassment at work that may or may not be related to a discrimination ground, or facts of sexual harassment at work (i) and of the fact that the applicant enjoys protection against adverse action (ii).

- In the context of the examination of the request, the prevention advisor psychosocial aspects will:

- 1° communicate to the person involved as soon as possible the facts that are imputed to him;
- 2° hear the persons, witnesses or others, which he deems useful and examines the request in a completely impartial way;
- 3° immediately inform the employer that the employee acting as a witness, whose identity he discloses, enjoys protection from adverse action, provided that such employee has consented to such disclosure.

The person involved and the witnesses receive a copy of their dated and signed statements.

- If the severity of the facts demands this, the prevention advisor psychosocial aspects proposes conservatory measures to the employer before handing over his advice. The employer sends to the prevention advisor psychosocial aspects as soon as possible in writing his motivated decision regarding what he will do in response to the proposals.

- After the examination, the prevention advisor psychosocial aspects drafts a written advice. This advice contains the following data:

- 1° The description of the request and the context thereof;
- 2° The identification of the risks for the employee and the entirety of the employees;
- 3° The elements which have a positive and negative influence on the risk situation, specifically on the level of the working organization, the content of the employment, the employment conditions, the work conditions or the interpersonal relationships at work;
- 4° If applicable, the steps which have already been taken to eliminate the possible risk and to limit the damage;
- 5° The proposals for the necessary collective and individual preventive measures which have to be taken regarding the specific labour situation to eliminate possible risks and to limit the damage, and the justification for those proposals;
- 6° The proposals for collective preventive measures which have to be taken to avoid any repetition in other labour situations and the justification of those proposals.

- Within a term of maximum three months after the acceptance of the request, the prevention advisor psychosocial aspects communicates the advice:

- 1° to the employer;
- 2° if the petitioner agrees, to the person of trust if he intervened in an informal way in the situation;
- 3° to the Centre for equality of chances and the fight against racism and the Institution for the equality of women and men, when those institutions request this in writing and to the extent the employee agrees with this request in writing, however without the Centre and the Institution being allowed to communicate the advice to the employee.



This term can be extended by maximum three months to the extent that the prevention advisor psychosocial aspects can justify this extension and communicates the reasons thereof in writing to the employer, the petitioner and the other directly involved person.

- The prevention advisor psychosocial aspects informs the petitioner and the other directly involved persons as soon as possible in writing of:
  - 1° the date on which he handed over his advice to the employer;
  - 2° the proposed preventive measures and their justification, to the extent this justification allows them to more easily understand the situation and accept the result of the procedure.
- The employer decides on the measures to take, taking into account the advice of the prevention advisor psychosocial aspects.
- If the employer considers taking individual measures regarding an employee, he communicates this in advance in writing to the employee, at the latest one month after he received the advice of the prevention advisor psychosocial aspects.

If those measures modify the employment conditions of the employee, the employer communicates to the latter a copy of the advice of the prevention advisor psychosocial aspects insofar as privacy is not violated and insofar as the communication does not interfere with an appropriate approach to the problem, and he hears this employee who may be assisted by a person of his choice during this interview.

- Two months after receiving the advice of the prevention advisor psychosocial aspects at the latest, the employer communicates in writing to the following persons his motivated decision regarding what he will do in response to the request:
  - the prevention advisor psychosocial aspects;
  - the employee and the other directly involved person;

The employer carries out the measures he decided to take as soon as possible.

The prevention advisor psychosocial aspects will, among other things, help ensure the right of defence during the above procedures

## **26.5 Re-employment**

For employees who are victims of violence, bullying and/or sexual harassment at work and who, as a result of the incidents, would have been absent from work for a certain period of time, it will be assessed, in close cooperation with the prevention advisor, what would be the best way to reintegrate them into the employers organisation.

## **26.6 Registry of external facts**

The employee who claims to be victim of facts of violence, bullying or sexual harassment at work caused by a third person (not an employee of the company) can make a statement via the digital registry that is maintained by the head of the Internal Service for Prevention and Protection at work.

The employee does not have to reveal his identity. This statement is not equal to filing a request for a formal psychosocial intervention for facts of violence, bullying or sexual harassment at work. It is only to improve the prevention of these facts in the company.

## 26.7 Additional clarifications

Additional clarifications and explanations can be found on the intranet, in particular on the GHS Belgium sharepoint ([https://ijnj.sharepoint.com/teams/GHS\\_BE](https://ijnj.sharepoint.com/teams/GHS_BE))

## 12 Alcohol, medication and drug policy (AMD policy)

### Article 27 Alcohol, medication and drug policy (AMD policy)

Having a policy to promote the well-being of employees in the performance of their work is an integrated part of the general policy of the company. A preventive alcohol, medication and drug policy is part of this.

As an employer, we strive to create a safe and healthy environment for our employees. Drug, medication and alcohol abuse can pose a significant threat to employees' health and safety. The use of substances that have psychoactive effects (*i.e. a product that acts on the brain and affects feelings, behaviour, perception or consciousness*) can lead to employee disfunction and cause, among other things, avoidable injuries to employees, material damage and loss of productivity and quality. It can also damage the employer's reputation.

The starting principle of the AMD preventive policy is to collectively prevent and remedy workplace disfunction due to alcohol, medication or drug use for all employees and others present in the workplace through the following primary objectives and actions:

- preventing social use from turning into problem use;
- preventing use prior to or during work that could lead to disfunction; and
- ensuring the earliest possible recognition of problem situations;
- if necessary, (individually) motivating and changing behaviour regarding the use of alcohol, medication and drugs;
- adequate support and guidance of problem users, in consultation with the prevention service(s) and the curative (care) sector.

The objectives and actions listed above apply to all employees, visitors, customers and employees of contractors within our company.

As an employer, we are convinced that implementation is a shared responsibility of everyone. Everyone is expected, within their assigned duties and responsibilities, to contribute to the realisation of these objectives and actions.

Within the framework of the alcohol policy, the following principles apply:

- Serving alcohol on J&J premises and consuming alcohol during working hours is completely prohibited, professional business-related events or professional restaurant visits during working hours are included.
- For social business-related activities after working hours (voluntary attendance, e.g. a dinner as part of a team building, reception at a conference, staff party, New Year's party...), the moderate use of alcohol is allowed, provided it is handled responsibly and not excessively.

The employer prohibits the use or possession of illegal drugs or non-medically indicated medication.

The employer is convinced that, subject to evidence or circumstances to the contrary, employees who take medication prescribed by a doctor or over-the-counter medication in accordance with the instructions on the package leaflet are behaving responsibly.

However, if the employee feels that certain medication affects his alertness or he is not sure that it is safe to perform his work, he should discuss concerns about safety at work due to the effects of such medication with the treating doctor and occupational physician and inform the occupational physician before starting the job.

Employees must not appear at work under the influence of alcohol or legal or illegal drugs, nor shall they operate machinery under the influence of alcohol and/or other drugs.

Employees shall never drive while doing business for the company or drive a vehicle provided by the company under the influence of alcohol and/or drugs.

Work in the workplace is always carried out with a view to maximum safety for people and the environment. Supervisors, in consultation with the company health service, will assess suspicious situations and behaviour for safety and proper functioning. They should take the necessary protective and supportive actions in these situations. In order to have a handle on what to do, in case of doubt, the agreement to stop working immediately applies. In principle, initial care is provided by the occupational health service. If it is not available, the initial care is a shared responsibility of supervisor or company security or any person depending on availability.

The occupational physician and/or company nurse are responsible for exploratory guidance and follow-up of problem users in chronic situations. Longer-term therapeutic counselling is not provided by the company. However, the occupational physician can advise and encourage the employee to take up therapeutic support. For this, however, he refers to the external therapeutic sector.

## Definitions

Drugs are defined as all chemical substances that have the capacity to alter a person's state of consciousness, disturb perceptions and/or affect emotions.

Non-medically indicated medication means the use of medication not for its therapeutic benefit but for desirable side effects such as narcotic or euphoric effects.

## **13 Discrimination**

### **Article 28 Prohibition on discrimination**

The employer and the employees undertake to refrain from any form of discrimination, either direct or indirect.

There is direct discrimination if a difference in treatment is directly based on gender, sexual orientation, gender identity, gender expression, gender characteristics, pregnancy, childbirth, breastfeeding, maternity, family responsibilities, adoption, medically assisted reproduction, medical or social transition, age, religious or philosophical conviction, handicap, assumed race, skin colour, ascendance, national or ethnic origin, civil status, birth, fortune, political conviction, trade union conviction, health, physical or genetic feature,

social origin or nationality unless such difference is justified in a manner determined by the applicable anti-discrimination laws.

There is indirect discrimination when a regulation, criterion or practice, held to be neutral, has as such, harmful repercussions on persons to whom one of the quoted discrimination grounds apply, unless the regulation, criterion or practice is objectively justified by a legitimate purpose and the means for achieving this purpose are appropriate or necessary.

Employees who are guilty of discrimination, will be sanctioned by one of the penalties provided for in the present work rules.

## 14 Supervision

### Article 29 Supervision

In performing their tasks, the supervisory personnel, each in accordance with the powers granted to him, inspect the work of the personnel under their authority, with all due concern for equity and morality and in accordance with the spirit and philosophy of the company. The supervisory personnel also oversee the respect by their subordinates of the employment conditions and take care of work efficiency within their department.

For the application of these work rules "supervisory personnel" has to be understood as: the persons who manage the company and who are responsible for the good progress of the work.

They are, among other things in charge, of the good management of the company and of the respect of the employment conditions. They must in particular:

- check the attendance and absence;
- distribute the work and determine the applicable methods;
- check how work is performed;
- ensure order and discipline within the company;
- check the respect of the safety and health rules;
- check that equipment is used in an appropriate way;
- point out quality of work problems to employees;
- supervise the use of e-mail and internet according to CBA No. 81 and the policy explained to the works council;
- camera monitoring in accordance with CBA No. 68 and the policy explained to the works council.

They have the power to establish that an employee who is present is not able to execute his work and forbid him from starting or continuing working. They will refer the employee to the medical service or the on-call industrial helper as appropriate.

The supervisory personnel collaborates in the evaluation of their subordinates. They contribute thereto by:

- drafting evaluation notes;
- making observations in writing which will be added to the personal file of the employee concerned;
- intervene in any possible decision to impose a penalty mentioned in these work rules.

If a supervisor is absent, his substitute will act in his name in all relations with the employees.

## **15 Collective bargaining agreements and/or collective agreements concluded within the company**

### **Article 30 Collective bargaining agreements and/or collective agreements**

The collective bargaining agreements and/or collective agreements concluded within the company that lay down the working conditions, are listed in Annex 9 to these work rules.

## **16 Right to disconnect**

### **Article 31 Right to disconnect**

#### **31.1 Principle**

The “right to disconnect” is the right of employees to be unavailable outside of their working hours, *i.e.* to disconnect from professional digital work tools (mobile phone, smartphone, PC, e-mail, etc.). In other words, in principle, an employee is not obliged to answer work-related e-mails, messages, phone calls or other forms of communication outside working hours.

The right to disconnect is recognised to all employees of the company with a view to respecting rest and leave periods and safeguarding the work-life balance.

In this context, every employee also has the right to clarity on expectations around accessibility, connection and the use of digital tools.

Supervisors are responsible for complying with the principles and regulations in the company. Supervisors and employees should interact to make transparent agreements at team and/or individual level, under the responsibility of the supervisor.

#### **31.2 Practical modalities**

In order to respect the right to disconnect, the company does not expect employees to have work-related communications outside the applicable hours of work or during the period of suspension of the employment contract subject to specific exceptions discussed and agreed with the supervisor.

However, this right does not affect the employee's information obligation towards the employer, who consequently still has to report absences, among other things. On the other hand, this does not affect the employer's right to contact the employee as part of the reintegration policy pursued.

Employees will neither suffer nor benefit from their choice not to be reachable or connected outside the usual standard hours..

#### **31.3 Awareness raising**

The employer will communicate the right to disconnect sufficiently widely to the organisation.

In order to ensure that the right to disconnect is effectively respected, the employer shall offer training and awareness-raising actions on the reasonable use of digital tools and the risks associated with excessive connection. The training and awareness actions are regularly evaluated and adjusted if necessary. The

employer undertakes to put the impact of the awareness-raising actions on the agenda of the CPPW annually.

## 31.4 Support

Employees who have concerns regarding the safeguarding of their right to disconnect will try to resolve these concerns by mutual agreement with their manager. If no (adequate) solution can be found, a case can be made to HR-ER/LR (via AskGS) and/or contacted with the prevention advisor psychosocial aspects ('PAPS').

Employees who raise problems, request solutions or formulate comments or advice in application of the support options will not suffer any disadvantage as a result

## 17 Miscellanea

### Article 32 Right to training

Employees are entitled to training days in accordance with the provisions of the Act of 3 October 2022 on various labour provisions and the sectoral collective bargaining agreements applicable within Joint Committee No. 207.

### Article 33 Accessibility of premises

For sales representatives and other employees who only have to present themselves at the company's premises to collect raw materials, materials or work-related documents or to hand over the products of their work and the associated documents (e.g. home workers), the company's premises are accessible: between the following hours in

- **Reception: Beerse 1**
  - Weekdays : 05.30 – 20.00
  - Weekend and public holidays : closed
- **Reception Beerse 2:**
  - Weekdays: 08.00-17.00
  - Weekend and public holidays: closed
- **Reception Geel**
  - Weekdays: 07.45-16.45
  - Weekend and public holidays: closed
- **Reception Diegem**
  - Weekdays: 07.00-17.45
  - Weekend and public holidays: closed
- **Reception Courcelles**
  - Every day : 24/7
- **Reception La Louvière**
  - Every day : 24/7
- **Reception Obelisc:**
  - Weekdays: 08.00-16.30
  - Weekend and public holidays: closed
- **Reception Techlane:**
  - Weekdays: 06.00-18.00
  - Weekend and public holidays: closed

## **Article 34 Entry into force**

These work rules enter into force on the 15<sup>th</sup> day following the agreement of the works council.

A copy of these work rules is filed with the Inspection of the Federal Public Service Employment, Labour and Social Dialogue as required by law.

11 February 2025

The Employer  
(Article 13 of the Act of 8 April 1965)



## ANNEXE 1 Work schedules

### 1 Work schedules full-time employees – fixed work schedule

Basic work schedules full-time shift employees.

The following work schedules may apply within the company, if necessary in accordance with the terms and conditions agreed by collective agreement:

		%		Mon	Tue	Wed	Thu	Fri	Sat	Sun
1	Early	10		06-14	06-14	06-14	06-14	06-14	-	-
2	Late	16		14-22	14-22	14-22	14-22	14-22	-	-
3	Night	35		22-06	22-06	22-06	22-06	22-06	-	-
3a	Night starting on Sunday	55		22-06	22-06	22-06	22-06	-	-	22-06
4	Early/late (rotating)	13	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
5	Early/Shifted late	12, 25	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	12-20	12-20	12-20	12-20	12-20	-	-
6	Early/Late (rotating 14 weeks)	13	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	06-14	06-14	06-14	06-14	06-14	-	-
			W3	06-14	06-14	06-14	06-14	06-14	-	-
			W4	06-14	06-14	06-14	06-14	06-14	-	-
			W5	14-22	14-22	14-22	14-22	14-22	-	-
			W6	14-22	14-22	14-22	14-22	14-22	-	-
			W7	14-22	14-22	14-22	14-22	14-22	-	-
			W8	14-22	14-22	14-22	14-22	14-22	-	-
			W9	06-14	06-14	06-14	06-14	06-14	-	-
			W10	06-14	06-14	06-14	06-14	06-14	-	-
			W11	14-22	14-22	14-22	14-22	14-22	-	-
			W12	06-14	06-14	06-14	06-14	06-14	-	-
			W13	14-22	14-22	14-22	14-22	14-22	-	-
			W14	14-22	14-22	14-22	14-22	14-22	-	-
7	Day/Late (day=gliding hours)	8	W1	day	day	day	day	day	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
7a	Day/Day/Shifted Late (day= gliding hours)	6,5	W1	day	day	day	day	day	-	-
			W2	day	day	day	day	day	-	-

			W3	12-20	12-20	12-20	12-20	12-20	-	-
<b>8</b>	<b>Day/Late/Early</b> <b>(day= gliding hours)</b>	8,6 7	W1	day	day	day	day	day	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	06-14	06-14	06-14	06-14	06-14	-	-
<b>8a</b>	<b>Early/Late/Day</b> <b>(day=gliding hours)</b>	8,6 7	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	day	day	day	day	day	-	-
<b>9</b>	<b>Late/Late/Night</b>	29	W1	14-22	14-22	14-22	14-22	14-22	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	22-06	22-06	22-06	22-06	22-06	-	-
<b>10</b>	<b>Late/Night/Early</b>	27	W1	14-22	14-22	14-22	14-22	14-22	-	-
			W2	22-06	22-06	22-06	22-06	22-06	-	-
			W3	06-14	06-14	06-14	06-14	06-14	-	-
<b>10a</b>	<b>Late/Early/Night</b>	27	W1	14-22	14-22	14-22	14-22	14-22	-	-
			W2	06-14	06-14	06-14	06-14	06-14	-	-
			W3	22-06	22-06	22-06	22-06	22-06	-	-
<b>11</b>	<b>Early/Early/Night</b>	25	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	06-14	06-14	06-14	06-14	06-14	-	-
			W3	22-06	22-06	22-06	22-06	22-06	-	-
<b>12</b>	<b>Early/Late/Day/Day/Day</b> <b>(day=gliding hours)</b>	5,2	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	day	day	day	day	day	-	-
			W4	day	day	day	day	day	-	-
			W5	day	day	day	day	day	-	-
<b>13</b>	<b>Early/Late/Day/Day/Day/Day</b> <b>(day=gliding hours)</b>	4,3 3	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	day	day	day	day	day	-	-
			W4	day	day	day	day	day	-	-
			W5	day	day	day	day	day	-	-
			W6	day	day	day	day	day	-	-
<b>14</b>	<b>Fixed weekend</b>	12, 20		-	-	-	-	-	06-18	06-18

14a	Fixed weekend	13, 40		-	-	-	-	-	10-22	10-22
14b	Fixed weekend	21		-	-	-	-	22-10	22-10	-
14c	Fixed weekend	17, 20		-	-	-	-	22-10	-	10-22
14d	Fixed weekend	21		-	-	-	-	-	22-10	22-10
14e	Fixed weekend	22, 2		-	-	-	-	-	18-06	18-06
15	Weekend rotating	21, 33	W1	-	-	-	-	-	06-18	06-18
			W2	-	-	-	-	-	10-22	10-22
15a	Weekend rotating	17, 20	W1	-	-	-	-	22-10	22-10	-
			W2	-	-	-	-	-	10-22	10-22
15b	Weekend rotating	17, 8	W1	-	-	-	-	18-06	18-06	-
			W2	-	-	-	-	-	10-22	10-22
15c	Weekend rotating	17, 2	W1	-	-	-	-	-	18-06	18-06
			W2	-	-	-	-	-	06-18	06-18
16	Full-Continuous A	38, 33	W1	06-14	06-14	06-14	-	-	18-06	18-06
			W2	-	-	-	06-14	06-14	06-18	06-18
			W3	-	06-14	06-14	06-14	06-14	-	-
			W4	22-06	22-06	22-06	22-06	22-06	-	-
			W5	14-22	14-22	14-22	14-22	14-22	-	-
			W6	06-14	06-14	06-14	-	-	18-06	18-06
			W7	-	-	-	06-14	06-14	06-18	06-18
			W8	-	14-22	14-22	14-22	14-22	-	-
			W9	22-06	22-06	22-06	22-06	22-06	-	-
			W10	14-22	14-22	14-22	14-22	14-22	-	-
			W11	06-14	06-14	06-14	-	-	18-06	18-06
			W12	-	-	-	06-14	06-14	06-18	06-18
			W13	22-06	22-06	22-06	22-06	-	-	-
			W14	22-06	22-06	22-06	22-06	22-06	-	-
			W15	14-22	14-22	14-22	14-22	14-22	-	-
16a	Full-Continuous A(bis)	36, 46	W1	06-14	06-14	06-14	-	-	18-06	18-06
			W2	-	-	-	06-14	06-14	06-18	06-18
			W3	-	06-14	06-14	06-14	06-14	-	-
			W4	22-06	22-06	22-06	22-06	22-06	-	-
			W5	14-22	14-22	14-22	14-22	14-22	-	-
			W6	06-14	06-14	06-14	-	-	18-06	18-06

			W7	-	-	-	06-14	06-14	06-18	06-18
			W8	-	14-22	14-22	14-22	14-22	-	-
			W9	22-06	22-06	22-06	22-06	22-06	-	-
			W10	14-22	14-22	14-22	14-22	14-22	-	-
			W11	06-14	06-14	06-14	-	-	18-06	18-06
			W12	-	-	-	06-14	06-14	06-18	06-18
			W13	-	day	day	day	day	-	-
			W14	22-06	22-06	22-06	22-06	22-06	-	-
			W15	14-22	14-22	14-22	14-22	14-22	-	-
<b>17</b>	<b>Full-Continuous B</b>	19,08	W1	06-14	06-14	06-14	-	-	18-06	18-06
			W2	-	-	-	06-14	06-14	06-18	06-18
			W3	-	CR	CR	CR	CR	-	-
			W4	22-06	22-06	22-06	22-06	22-06	-	-
			W5	14-22	14-22	14-22	14-22	14-22	-	-
<b>17a</b>	<b>Full-Continuous B-</b>	12,08	W1	06-14	06-14	06-14	-	-	18-06	18-06
			W2	-	-	-	06-14	06-14	06-18	06-18
			W3	-	CR	CR	CR	CR	-	-
			W4	day	day	day	day	day	-	-
			W5	14-22	14-22	14-22	14-22	14-22	-	-
<b>18</b>	<b>Energy Farma 2021</b>	40	W1	-	14-22	22-06	-	06-14	14-22	22-06
			W2	-	06-14	14-22	22-06	-	06-14	13-22
			W3	day	06-14	06-14	06-14	06-14	-	-
			W4	22-06	-	06-14	14-22	22-06	-	06-13
			W5	06-14	14-22	22-06	-	06-14	06-14	-
			W6	14-22	22-06	-	06-14	14-22	22-06	-
			W7	06-14	06-14	06-14	06-14	06-14	-	-
<b>18a</b>	<b>Energy operators Central Utilities 2021</b>	40	W1	day	06-14	06-14	06-14	06-14	-	-
			W2	14-22	22-06	-	06-14	14-22	22-06	-
			W3	06-14	06-14	06-14	06-14	06-14	-	-
			W4	22-06	-	06-14	14-22	22-06	-	06-13
			W5	06-14	14-22	22-06	-	06-14	06-14	-
			W6	-	14-22	22-06	-	06-14	14-22	22-06
			W7	-	06-14	14-22	22-06	-	06-14	13-22
<b>18b</b>	<b>Energy operators Geel 2021</b>	40	W1	22-06	-	06-14	14-22	22-06	-	06-13
			W2	06-14	day	day	day	day	-	-
			W3	14-22	22-06	-	06-14	14-22	22-06	-
			W4	06-14	14-22	22-06	-	06-14	06-14	-

			W5	-	14-22	22-06	-	06-14	14-22	22-06
			W6	-	06-14	14-22	22-06	-	06-14	13-22
			W7	14-22	14-22	14-22	14-22	14-22	-	-
19	<b>Week + weekend (Full-continuous)</b>	VA R	W1	06-14	day	day	day	day	-	-
	<b>Day = replacement service</b>		W2	-	14-22	22-06	-	06-14	14-22	22-06
			W3	-	06-14	14-22	22-06	-	06-14	14-22
			W4	day	day	day	day	day	-	-
			W5	22-06	-	06-14	14-22	22-06	-	06-14
			W6	14-22	22-06	-	06-14	14-22	22-06	-
20	<b>Early/Day</b>	5	W1	06-14	06-14	06-14	06-14	06-14	-	-
			W2	day	day	day	day	day	-	-
21	<b>Early/Late/Day/Day</b>	6,5	W1	06-14	06-14	06-14	06-14	06-14		
	<b>(day=gliding hours)</b>		W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	day	day	day	day	day	-	-
			W4	day	day	day	day	day	-	-
22	<b>Day/Day/Day/Late (day=gliding hours)</b>	4	W1	day	day	day	day	day	-	-
			W2	day	day	day	day	day	-	-
			W3	day	day	day	day	day	-	-
			W4	14-22	14-22	14-22	14-22	14-22	-	-
23	<b>Day/Day/Day/Day/ Late (day= gliding hours)</b>	3,2 0	W1	day	day	day	day	day	-	-
			W2	day	day	day	day	day	-	-
			W3	day	day	day	day	day	-	-
			W4	day	day	day	day	day	-	-
			W5	14-22	14-22	14-22	14-22	14-22	-	-
24	<b>Shifted late</b>	23, 13		17-01	17-01	17-01	17-01	17-01	-	-
25	<b>Early/Early/Late/Late/Rest/Rest full-continuous</b>	25, 47	W1	06-14	06-14	14-22	14-22	-	-	06-14
			W2	06-14	14-22	14-22	-	-	06-18	06-18
			W3	14-22	14-22	-	-	06-14	06-14	14-22
			W4	14-22	-	-	06-14	06-14	14-22	14-22

			W5	-	-	06-14	06-14	14-22	14-22	CR
			W6	CR	06-14	06-14	14-22	14-22	-	-
<b>26</b>	<b>Day/Shifted late</b>	7,2 5	W1	08-16	08-16	08-16	08-16	08-16	-	-
			W2	12-20	12-20	12-20	12-20	12-20	-	-
<b>27</b>	<b>Day/Day/Day/Day/Day/Late (day= gliding hours)</b>	2,6 7	W1	day	day	day	day	day	-	-
			W2	day	day	day	day	day	-	-
			W3	day	day	day	day	day	-	-
			W4	day	day	day	day	day	-	-
			W5	day	day	day	day	day	-	-
			W6	14-22	14-22	14-22	14-22	14-22	-	-
<b>28</b>	<b>Early/Late/ Night(sun)/ Night(sun)</b>	34	W1	06-14	06-14	06-14	06-14	06-14		
			W2	14-22	14-22	14-22	14-22	14-22	-	-
			W3	22-06	22-06	22-06	22-06	-	-	22-06
			W4	22-06	22-06	22-06	22-06	-	-	22-06
<b>29</b>	<b>DF 2 PL 40u (Early, Day, Early, Early, Early/Late, Late, Late, Late, Late)</b>	20	W1	06-14	day	06-14	06-14	06-14		
			W2	14-22	14-22	14-22	14-22	14-22	-	-
<b>30</b>	<b>DF 2 PL 40u (Early, Early, Early, Day, Early/Late, Late, Late, Late, Late)</b>	20	W1	06-14	06-14	06-14	day	06-14		
			W2	14-22	14-22	14-22	14-22	14-22		

Two paid breaks will be allowed during the working day: 10 minutes in the morning and 10 minutes in the afternoon, to be taken according to the department's customs, unless a different break regime applies based on the collective bargaining agreements.

# Johnson&Johnson

On 1 January 2025, the following work schedules are current within the company. The current work schedules do not affect the options agreed by collective agreement.

	Support: GHS	RND - OPS PWMS CLINICAL SUPPLY CHAIN	RND - DS PRECLINICAL DEVELOPMENT &	IMSCB: VLORISTOFFEN EN ZALVEN	IMSCB: VISINE	IMSCB: TDS & PELLETS OLEN	IMSCB: PLANNING	IMSCB: PARENTERALE	IMSCB: KWALITEITSZORG KLIN. SUP. CHAIN	IMSCB: KWALITEITSSYSTEMEN	IMSCB: KWALITEITSCONTROLE PRODUCTIE	IMSCB: GOGU	IMSCB: ENGINEERING & MAINTENANCE	IMSCB: CENTR WEGAFD/FORMULATIE	IMSCB: STRATEGY & SUPPORT	IMSC: FACILITIES BE	IMSC: API TECHNISCHE OPERATIES	IMSC: API SITE OC	IMSC: API POEDER&LOG-PI	IMSC: API POEDER&LOG-MOBIELE APP	IMSC: API POEDER&LOG-MAGAZIN&LOG	IMSC: API ENGINEERING EN ONDERHOUD	IMSC: API CHEMIE WEST	IMSC: API CHEMIE OOST GKO	IMSC: API CHEMIE OOST	IMSC: API CHEM PROD	IMSC: CUSTOMER & LOG SERVICES	CSC: API SM	PLOEGENSTELSEL
1																													
2																													
3																													
3a																													
4																													
5																													
6																													
7																													
7a																													
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8a																													
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17																													
17a																													





## **2 Work schedules part-time employees – fixed work schedule**

The individual employee's work schedule shall be determined in the employment contract. The fixed work schedule set out in the individual employment contract must be compatible with the working time set out in point 1 of these work rules and with the work schedules for full-time employees working in shifts under the above point.

## ANNEXE 2 Rules gliding work schedules (“flexible working time”)

### 1 Principle

Employees\*, who are not shift workers, are employed under a gliding work schedule. Shift workers are not covered by the scope of the gliding work schedule except at times when they are working in their day shift system under the gliding work schedule, in accordance with their work schedule.

Employees covered by a gliding work schedule shall have a gliding work schedule that includes fixed periods during which they are required to perform work (“stem period”) and variable periods during which they choose the beginning and end of the working day and breaks (“gliding period”) in compliance with the rules set out in this article and in the work rules (annex 2), and without prejudice to effective work organisation.

Each employee is co-responsible for the correct application of the gliding work schedule without compromising the operational functioning of his department. On the other hand, each direct manager is responsible for the proper functioning of his department as well as the possibility of using the gliding time system. Consequently, it is based on mutual trust, good communication and consultation between the manager and the employee, as well as colleagues among themselves.

### 2. Gliding period systems

Two schemes can be distinguished within the system of gliding period:

- **Gliding time without flex counter.**

This group includes workers employed in shifts (at times when they work in a gliding work schedule) and workers in progressive work resumption (part-time work in the context of reintegration).

These employees must respect the agreed daily and weekly working hours on a daily and weekly basis, respectively. They can start/end work taking into account the stem and glide time defined below. This group cannot use a flex counter.

- **Gliding time with flex counter.**

This group includes employees not covered by (1). They can use the principle of a flex counter, as described below.

### 3. Gliding- and stem time

The following work schedules with gliding periods and stem periods are applicable to the full-time employees:

Monday - Friday	
Variable (gliding time)	07h00 – 09h30
Vast (stem time)	09h30 – 11h30
Variable (gliding time)	11h30 – 13h30
Vast (stem time)	13h30 – 15h00
Variable (gliding time)	15h00 – 19h00

Notwithstanding the above, the Vivarium Operations & Research Support subdivision within In Vivo is subject to different departmental arrangements. The other principles remain unchanged.

Part-time employees follow the same principles around the gliding work schedule. The stem and glide times are the same as those of full-time employees on the days when they are required to perform services.

## 4. Daily and weekly working hours

### **(i) Gliding time without flex counter**

These employees should respect the agreed daily and weekly working hours on a daily and weekly basis, respectively. They may start/end work taking into account the stem and glide times defined below. A break should be taken between 11h30 and 13h30. The break shall be at least 30 minutes and maximum 2h.

### **(ii) Gliding time with flex counter**

The employee must respect a *maximum daily working time* of 9 hours. A break should be taken between 11h30 and 13h30. The break shall be at least 30 minutes and maximum 2h. The average daily working time is 8h for full-time employees. However, the minimum daily working time of 3h must always be respected.

The employee must respect a *maximum weekly working time* of 45 hours. The average weekly effective full-time working time is 40 hours and must be respected over a reference period of one year starting on 1 January and ending on 31 December. Every week, a maximum of 5 hours more and a maximum of 10 hours less than the average effective weekly working hours can be performed. Specifically, this means that an employee can build up his flex counter by up to 1h per day, and reduce it by 2h per day, as long as the minimum daily performance of 3h is respected.

For part-time employees, the following principles are further taken into account.

The part-time employee must respect a *maximum daily working time* of:

- 9 hours on days when, according to his fixed part-time hourly schedule, the employee works both in the morning and in the afternoon (in this case, a break should be taken between 11h30 and 13h30 of at least 30 min);
- 6 hours on days on which the employee, according to his/her fixed part-time work schedule, only works in the morning or in the afternoon (in this case, no break is provided); on days on which the employee, according to his/her fixed part-time work schedule, only works in the morning or in the afternoon respectively, no services can be provided in the afternoon or in the morning respectively in the context of the gliding work schedule;
- 0 hours on days on which the employee does not work according to his fixed part-time work schedule. Consequently, on days on which the employee does not work according to his fixed part-time work schedule, no services can be provided in the context of the gliding work schedule.

The *average working time* of a part-time employee is determined as follows:

- the average weekly working time is equal to the number of hours per week provided for in his fixed part-time work schedule (or its average over the cycle if the employee is employed in a fixed cycle) - this average must be respected over a reference period of one year starting on 1 January and ending on 31 December;
- the average daily working time is equal to the average number of hours per day foreseen in his fixed part-time work schedule (this average is calculated on the basis of the number of working days of the employee per week, or per cycle if the employee is employed in a fixed cycle).

## 5. Recuperation of more or less hours (flex balance and flex counter)

For those employees who can use a flex counter, the hours worked in excess or short of the average weekly effective working hours within the framework of gliding work schedules outlined above are tracked in a flex counter. The number of hours in the flex counter (flex balance) can be either positive or negative. Both the positive and negative flex balance amounts to a maximum of 24h. Once the limit is reached (negative or positive), no more hours are added. If the employee exceeds the limit of the maximum negative flex balance, the system will automatically add the missing hours on top of the negative balance of 24h to -24 hours according to the following cascade system: VD hours (shifted day hours, overtime rest), VDt (take-up bonus overtime), unpaid leave.

The flex hours can be used by the employee to work less or more during periods of gliding time. A maximum of 2h less than the standard working time per day can be worked or 1h more than the standard working time per day, as long as the minimum duration of a day's performance (3h) is respected.

The same principles apply to part-time employees. There is no prorating of the flex balance up to 24h (positive or negative). They too can build up their flex counter by up to 1h per day, and reduce it by 2h per day, as long as the minimum daily performance of 3h is respected.

E.g. A part-time employee with a standard time of 5h per day can also have flex +1h or flex -2h. However, an employee with a standard time of 4h per day can have max flex +1 or flex -1h (because of the minimum daily performance of 3h).

Employees who have reduced their working hours in the context of time credit or thematic leave (parental leave, care for a seriously ill family member, palliative leave, carer's leave) must ensure that the flex balance is zero both within the reference period and at the end of the period of application for the reduction in their working hours in order to avoid any possible impact on their unemployment benefit.

## 6. Work performance outside the maximum limits

The employee is not allowed to perform work outside the maximum daily and weekly limits, except at the express request of the employer, in case of application of articles 25, 25bis or 26 of the Labour Act of 16 March 1971, in particular in the following cases and subject to compliance with the conditions and modalities applicable in this respect:

- extraordinary increase in work (art. 25);
- overtime with the employee's agreement (art. 25bis);
- work to deal with a past or imminent accident (Art. 26 § 1, 1° and § 2, 1°);
- urgent work on machinery or equipment (art. 26 § 1, 2° and § 2, 2°);
- unforeseen necessity (art. 26 § 1, 3°).

## 7. Payment of remuneration

Upon each payment period the employee is entitled to the regular remuneration in accordance with his average weekly working time.

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

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

## 8. Time tracking

The employer provides for a time tracking system that contains the following information for each employee concerned and to whom the gliding work schedule applies:

- the identity of the employee;
- per day the duration of his work performance;
- if it concerns a part-time employee with a fixed work schedule: the beginning and the end of the working day and of the breaks.

The time tracking system keeps this information during the current reference period and can be consulted by any employee employed on a gliding work schedule and by the competent inspection service.

The employer assures that the employee can consult the exact number of hours he worked above or under the average weekly working time of the gliding work schedule within the reference period on the basis of the gliding schedule.

## 9. Sanctions

If the employee does not respect the rules applicable to the gliding work schedule then the employer may impose, the sanctions included in the work rules.

## ANNEXE 3 Collective bargaining agreement no. 25

COLLECTIVE BARGAINING AGREEMENT NO. 25 OF 15 OCTOBER 1975 CONCLUDED WITHIN THE NATIONAL LABOUR COUNCIL, ON EQUAL REMUNERATION FOR MALE AND FEMALE EMPLOYEES, AS MODIFIED BY THE COLLECTIVE BARGAINING AGREEMENT NO. 25BIS OF 19 DECEMBER 2001 AND NO. 25TER OF 9 JULY 2008.

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Considering the Act of 5 December 1968 on the collective bargaining agreements and the joint committees;

Considering the International Employment Convention n° 100 on equal remuneration for male and female workers for work of equal value and article 119 of the Treaty establishing the European Economic Community;

Considering the Directive of the Council of the European Community of 10 February 1975 on the approximation of the laws of the Member States relating to the application of the principle of equal remuneration for men and women;

Considering point 5 of the national inter-professional agreement of 10 February 1975 on the equality of working conditions;

Considering article 47 bis of the Act of 12 April 1965 on the protection of the remuneration of employees;

The following inter-professional organisations of employers and employees...

have concluded in the National Labour Council, on 15 October 1975, the following collective bargaining agreement:

### CHAPTER I - SCOPE OF APPLICATION

#### Article 1

The purpose of this collective bargaining agreement is to achieve the principle of equal remuneration for male and female employees, which is provided for by article 141, § 1 and § 2 of the Treaty creating the European Economic Community.

The equality of remuneration entails eliminating any discrimination based on sex for equal work or for work of equal value.

#### Comment

The equality of remuneration must be achieved at the level where the remuneration is formed.

#### Article 2

This agreement applies to the employees and the employers referred to in article 2 of the Act of 5 December 1968 on collective bargaining agreements and the joint committees.

## CHAPTER II - IMPLEMENTATION

### Article 3

Equal remuneration for male and female employees must be guaranteed for all elements and conditions of the remuneration, including the systems of assessment of functions.

The systems of assessment of functions must guarantee the equal treatment in the selection of the criteria, in the weighing of those criteria and in the system of conversion of the functions components into remuneration components.

The sectors of industry and companies which have not done this until now will check their systems of assessment of functions and their remuneration classifications with the obligation of gender neutrality and will make the necessary changes if necessary.

### Article 4

Remuneration means:

- 1° the salary in cash to which the employee is entitled because of the his employment to be borne by the employer;
- 2° the tips and service charges to which the employee is entitled because of his employment or based on a custom;
- 3° the benefits assessable in money to which the employee is entitled because of the his employment to be borne by the employer;
- 4° the compensations that are paid by the employer as holiday pay pursuant to a collective bargaining agreement and as a supplement to the legal holiday pay;
- 5° the compensations resulting from supplementary non-legal social security schemes.

### Comment

1. The notion remuneration must be interpreted in a broad sense, according to the spirit of the preparatory works of the Act of 12 April 1965 concerning the protection of the remuneration of employees (cf. Report of Mr L.E. TROCLET to the Commission Employment, Labour and Social Care, Parl. Piece, Senate, nr. 115, session 1964-1965, 9-2-1965, p. 9 and 18) and the case law of the Court of Justice of the European Communities.

2. According to article 12 of the Act of 10 May 2007 regarding the combat against discrimination between women and men, concerning the supplementary arrangements for social security, a direct distinction based on gender is a direct discrimination.

Contrary to the above, only differences based on the respective life expectancies of men and women are allowed. Pension commitments, however, do not make a distinction between men and women when determining the level of the personal contributions.

Furthermore the pension commitments of the type fixed contributions do not distinguish between men and women when determining the level of the contributions.

Differences which are based on the respective life expectancy of men and women are allowed in chief of both the organiser of the supplementary social security arrangement as the pension or insurance institution which executes this arrangement.

With regards to the service years worked after 17 May 1990, no other direct distinction based on gender is allowed under the pension commitment mentioned in the Act of 28 April 2003 concerning the supplementary



pensions and the taxation of those pensions and of some supplementary benefits regarding social security, other than those founded on the respective life expectancy of men and women.

The direct distinction based on gender in the pension commitment mentioned in the before mentioned Act of 28 April 2003, with regards to the service years worked up until 17 May 1990, does not constitute a unjustified distinction in violation of article 45 of the Act of 27 June 1969 regarding the revision of the Decision Act of 28 December 1944 concerning the social security of workers. Said article 45 namely states that any employer that voluntarily gives additional social security benefits to its staff may not make a distinction between employees of his company who belong to the same category.

Article 12 of the before mentioned Act of 10 May 2007 has implemented article 6, h) of Directive 86/378 EEC of the Council of 24 July 1968 on the implementation of the principle of equal treatment for men and women in occupational social security schemes, as it was replaced by Directive 96/97/EC of the Council of 20 December 1996.

Said article 6, h) goes as follows: Provisions contrary to the principle of equal treatment shall include those based on sex, either directly or indirectly, in particular by reference to marital or family status, for: (...) setting different levels of, except in so far as may be necessary to take account of actuarial calculation factors which differ according to sex in the case of defined-contribution schemes.

In the case of funded defined-benefit schemes, certain elements may be unequal where the inequality of the amounts results from the effects of the use of actuarial factors differing according to sex at the time when the scheme's funding is implemented.

## Article 5

Each employee who believes he/she is the victim of prejudice or the representative employee organisation to which he/she is affiliated may bring an action before the competent jurisdiction and require the application of the principle of equal remuneration between male and female employees.

## Comment

In accordance with article 4 of the Act of 5 December 1968 regarding the collective bargaining agreements and the joint committees, representative employee organisations can act by law in defence of the rights their members derive from the agreements they have concluded; this competence does not impede the right of said member to act themselves.

## Article 6

A specialized commission, with equal representation on both sides, will be created at the initiative of the organizations that have signed this collective bargaining agreement.

At the request of the competent jurisdiction it will give advice about disputes regarding the application of the principle of equal remuneration.

In addition to this, it will inform and sensitize the social partners regarding initiatives concerning sex neutral systems of assessment of functions and it will give advice and assistance in this respect upon request of the joint committees.

## Comment

In light of the very technical nature of many discussions which can be brought before the competent tribunals concerning the application of the principle of equal remuneration, the signatory organisations expressed themselves in favour of the constitution of a commission, composed of persons who are

specialised in the field of function assessment and the determination of the remuneration. It will consist of three members which represent the employers organisations and three members which represent the employee organisations: as many replacing members will be identified.

The members of the Commission can be supported by experts if necessary.

The fixed Commission Labour of the Council for equal opportunities for men and women will be informed about the work of this Commission.

To develop dynamics in light of effectuation of gender neutral function assessment systems, the specialised jointly composed commission will collect any useful information with regards to initiatives regarding gender neutral function assessment systems and inform and make the social partners aware of this.

Moreover the joint committees can, if they so wish ask the specialised jointly composed commission for advice and assistance.

## Article 7

§ 1. The employer that employs an employee who either at company level, in accordance with the conventional procedures applying within the company, or by the social inspectorate, lodged a motivated complaint or who filed a claim or for whom a claim is being filed to have his/her remuneration reviewed on the basis of this agreement, can neither terminate the employment relationship, nor change the employment conditions unilaterally, except for reasons unrelated to this complaint or to this claim.

The employer must prove these reasons if the employee is dismissed or if his/her employment conditions are unilaterally modified within 12 months following the lodging of the complaint as mentioned in the previous section. The employer must also prove these reasons if the employee is dismissed or if his/her employment conditions are unilaterally modified after the claim has been filed, as mentioned in the previous section and such until three months after the judgement has become final.

§ 2. If the employer terminates the employment contract or unilaterally modifies the employment conditions in breach of the provisions of paragraph 1, section 1 of this article, the employee or the organisation to which he/she is affiliated can ask that he/she would be once more reintegrated within the company or re-employed under the conditions of his/her employment contract. The request must be made within thirty days following the date of the notification of the notice, of the termination without notice or of the unilateral modification of the employment conditions. The employer must give its opinion regarding this request within thirty days following its notification.

The employer who reintegrates the employee within the company or re-employs him/her in his/her initial job must pay him/her the remuneration lost because of the termination or the modification of the employment conditions. The employer must also pay the employer's and employee's contributions on this remuneration.

§ 3. If the employee is not reintegrated or e-employed in his/her initial job according to the request referred to in paragraph 2, section 1 and if the dismissal or the unilateral change of the employment conditions is deemed to be contrary to the provisions of paragraph 1, section 1, the employer will pay the employee an indemnity that, at the discretion of the employee, is either equal to a lump amount corresponding to the gross remuneration of six months, or the real damage the employee sustained; in the latter case the employee will have to prove the extent of the damage he/she sustained.

§ 4. The employer must pay the same compensation without the employee being obliged to make the request to be reintegrated or re-employed in his/her initial job referred to in paragraph 2, section 1:

1° if the employee terminates the employment contract because the employer behaves in breach of the provisions of paragraph 1, section 1, what constitutes a serious cause for the employee;

2° if the employer terminated the employee's employment contract for serious cause and the competent jurisdiction considered that the dismissal was not justified and in breach of the provisions of paragraph 1 1, section 1.

## Comment

This article foresees a protection against dismissal in this regard that the employer may not terminate the employment relationship for reasons which are connected to the introduction of a legal procedure or the filing of a complaint.

The procedure for filing a complaint must be applied flexibly. This complaint can be filed according to a procedure mutually agreed upon at the company level or at the social inspectorate, but a complaint in writing, filed by an employee who is a member of a representative trade union organisation which is not represented in the company can also be regarded as valid.

This protection likewise applies when, because of filing a complaint or introducing a claim, the employment conditions are unilaterally changed, e.g. executing unjustified mutations, i.e. mutations which are not necessary due to the normal organisation of the work in the company. On the other hand attention must be given to the fact that, according to the case law, the unilateral change of an essential element of the employment contract can lead to the termination of the employment contract.

In case of dismissal or of unilateral modification of the employment conditions, the employee or the trade union to which he/she is affiliated, requests the reinstatement in the company or in his/her work post. If this is refused, the employer must pay the employee an indemnity when the dismissal or the unilateral modification is judged to be contrary to the provisions of §1, section 1 of this article. This indemnity equals, according to the choice of the employee, either a lump sum amount of six months gross remuneration, or either an amount which covers the actually suffered damages, on the condition that the employee can prove these damages.

## CHAPTER III - PUBLICATION

### Article 8

The text of this collective bargaining agreement is attached to the work rules of the company.

## CHAPTER IV - FINAL PROVISIONS

### Article 9

This collective bargaining agreement is concluded for an indefinite period of time; it enters into force at the date of its signature.

This collective bargaining agreement can be amended or terminated at the request of one of the signing parties by serving notice of six months.

The organization which takes the initiative towards amendment or termination must indicate the reasons and communicate proposals for amendments; the other organizations undertake to discuss these proposals within the National Labour Council within a period of one month after reception.

## CHAPTER V - OBLIGATORY PROVISIONS

### Article 10

The undersigning parties undertake to take the necessary measures so that the social judges and social counselors who are present in the Labour Court as employees or employers, will be informed about the existence of the specialized commission provided for by article 6 of the present agreement. The undersigning parties also undertake to recommend to their organizations that would act in the defence of the rights deriving from the present agreement, to ask the competent court to consult the said commission.

In addition, the undersigning parties undertake to take the necessary measures to inform the joint committees about the in article 6, 3° of this agreement foreseen role of the specialized commission that is composed of an equal number of employee and employer representatives concerning the sex neutral assessment systems of functions provided.

### Comment

In execution of article 10, 2nd paragraph, the undersigning parties have submitted announcement nr. 8 of 19 December 2001 to the joint committees concerning the role of the by article 6 of the collective bargaining agreement nr. 25 of 15 October 1975 regarding the equal remuneration for male and female employees established specialised jointly composed commission concerning the neutral assessment systems of functions.

### Article 11

The undersigning parties undertake to examine the results of the application of the present agreement, at the latest within 12 months following its coming into force.

x x x

Considering article 28 of the Act of 5 December 1968 on collective bargaining agreements and joint committees, the National Labour Council requests that articles 1 to 9 of this agreement are declared generally binding by the King.

Signed in Brussels, on the fifteenth of October, in the year nineteen hundred and seventy-five.

Entry into force of the collective bargaining agreement to amend CBA n° 25:

- CBA n° 25bis: 19 December 2001;
- CBA n° 25ter: 9 July 2008.

## ANNEXE 4 Overview of some conventional and extralegal benefits

### a. Thirteenth month/ end-of-year bonus

- Set at the fixed gross monthly salary of December and paid no later than 6 December.
- For employees working in shifts, the shift premium (average of the last 12 previous months) is taken into account for the calculation.
- The inconvenience premium referred to in this annex shall be taken into account for the calculation.
- Is guaranteed to each employee in proportion to the number of months of effective employment during the calendar year concerned (or equivalent periods, such as sickness or work accident during a 60-month period of inactivity and maternity leave).

### b. Medical costs in case of hospitalisation (hospitalisation plan)

Every employee is automatically affiliated to the hospitalisation plan as soon as he or she starts to work.

### c. Income guarantee (financial adjustment for 2nd and 3rd month of illness)

The employer will pay, in the event of the employee's illness and after the period covered by the guaranteed pay during the 2<sup>nd</sup> and 3<sup>rd</sup> months of the sickness period, an additional compensation on top of the benefit from the mutual health insurance scheme so as to provide an income guarantee in the amount of 70% of the taxable wage.

### d. J&J Pension Fund OFP

The grant of additional rights in respect of retirement pension, survivor's pension, death and disability will be made according to the modalities set out in the J&J Pension Fund OFP policy.

### e. Work accidents

Every employee is insured against work accidents. In case of wage loss due to temporary incapacity for work after the period of guaranteed pay has been exceeded, compensation is granted up to 90% of the basic annual salary, even if the legal ceiling is exceeded.

### f. Contribution to commuting transport costs (excluding users of a company car or company car allowance)

#### Intervention based on the price of a social season ticket

Full reimbursement of the price of the season ticket (second class) when using public transport upon presentation of an official supporting document (not 10-turn card or rides cards).

The commuting allowance is a legally determined amount (70% of a train season ticket first class, depending on the number of kilometres) paid to the employee for the distance he travels from his place of residence to the place of employment.

This statutory scheme also applies proportionately to part-time employees based on their work schedule.

#### Additional intervention

In addition to the allowance mentioned in point 1, the following additional monthly allowance is granted:

- if the distance between the place of residence and the permanent place of employment is less than 5 km: EUR 6.25 gross;
- if the distance between the place of residence and the fixed place of work is 5 km or more: EUR 12.50 gross.

This scheme also applies proportionately to part-time employees based on their work schedule.

## Bicycle allowance

Employees who commute to work (whether or not in combination with another means of transport) by bicycle will receive a bicycle allowance in accordance with applicable collective agreement provisions.

## Carpooling

Employees who commute to and from work via carpooling may receive tax-exempt commuting reimbursement in accordance with the relevant legal provisions.

### **g. Intervention medicines**

100% (gross) reimbursement (remittance paid or price paid) based on a list of medicines, in line with collective bargaining agreements in this context.

### **h. Seniority leave**

Per tranche of 5 consecutive years of service grant of 1 additional paid seniority day, with a maximum of 5 days.

### **i. Boxing day or replacement day**

Boxing Day (or a stipulated replacement day) is a paid absence day (BA).

### **j. Supplements**

Insofar as the employee is eligible and no overtime bonus is payable for these hours, the following supplement shall be granted on the basic pay:

for Saturday work: + 50 %

for Sunday work or work on public holidays: + 100 %

Employees working in shifts will receive the following shift bonus on top of their basic pay:

for a morning shift: + 10% (known as 'early shift')

for an afternoon shift: + 16 % (known as 'late shift')

for a night shift: + 35 % (known as 'night shift')

Employees working in a full-time system receive the following inconvenience premium: gross monthly premium of 30 EUR. This is prorated according to remunerated performance on a monthly basis.

### **k. Marriage and legal cohabitation premium**

Grant of a premium of 245 EUR net upon conclusion of a civil marriage or legal cohabitation contract. This amount will be transferred upon presentation of an official supporting document.

### **l. Birth and adoption premium**

Grant of a birth premium of 125 EUR net for each child born or adopted. This amount will be transferred upon presentation of an official supporting document.

### **m. Seniority bonus for 25 and 35 years of service**

In the calendar year in which the anniversary will be reached:

- 25 years: 1.500 EUR net

- 35 years: 2.000 EUR net

### **n. Pension premium**

Grant of a premium at the time of statutory retirement for employees who retire immediately following their employment with the company in the amount of 40 EUR net per year of service, with a minimum of 120 EUR and a maximum of 1,000 EUR net. The period of SWT is not taken into account for the calculation of the pension contribution.

**o. Kilometer reimbursement for travel expenses**

This reimbursement is made according to the modalities laid down in a company procedure.

**p. Social Fund**

An exceptional intervention by the Social Fund is possible in case of financial difficulties due to medical-social setbacks. This intervention is an addition to the hospitalisation medical expenses insurance (see above). Applications should be addressed in writing to the *Head of HR Belgium* and will be treated confidentially.

**q. Extra holiday allowance**

Grant of an extra holiday allowance of 7,67% calculated on the basis of the end-of-year bonus.

**r. Minor leave**

The employees working night shifts whose work performance is spread over two calendar days are entitled to a small leave of absence for the day on which:

- Either the majority of his performance is delivered;
- Or his services are started.

Note: for part time employees, entitlement to certain benefits is pro rata. Certain benefits are pro-rated when they start during the year.

## ANNEXE 5 Social facilities

### GENERAL

- **Sanitary facilities**
  - Toilets :
    - On each floor: ladies' and men's toilets
    - Spread across the Campus: gender-neutral and disabled toilets
  - Showers and changing rooms
    - Campus accessible: for sporters, employees coming by bike, ...
    - Building accessible: for sporters, employees coming by bike, ...
    - Department-related: in e.g. laboratory and production environments
- **Refectory**
  - Company restaurant on most sites
  - Refectory spread across the Campus
  - Break room: in principle at least 1 per building
- **Rest room** = Recovery Space or 'Silent room'
  - Room where an employee can take a break
  - At least 1 per site
- **Breastfeeding room** = 'Silent room' or at Medical Department
- **Prayer room** = Recovery Space or 'Silent room'

Locations can be found on CAFM (caf.m.jnj.com - log in from a JNJ connection)

### CAMPUS BEERSE 1 (additions)

Gender neutral toilets		Campus accessible changing rooms		Refectory (company restaurant)		Rest room, prayer room, breastfeeding room	
<i>Building</i>	<i>Room</i>	<i>Building</i>	<i>Room</i>	<i>Building</i>	<i>Room</i>	<i>Building</i>	<i>Room</i>
<b>017</b>	080	<b>560</b>	Basement	<b>560</b>	Intermediate floor	<b>110</b>	<b>0A6 (medical department)</b>
<b>019</b>	018	<b>106</b>	Basement	<b>150/151</b>	Ground floor	<b>108</b>	<b>156</b>
<b>020</b>	0M3	<b>187</b>	Ground floor				
<b>022</b>	0D8						
	2D3						
<b>073</b>	016						
<b>102</b>	037						
<b>106</b>	036						
<b>108</b>	036						
	061						
<b>110</b>	032						
<b>122</b>	033						
<b>140</b>	205						
<b>144</b>	0B1						
	011						
<b>146</b>	038						
	124						
<b>162</b>	062						
	162						
	<b>262</b>						



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164	026		
250	013		
	225		
260	0C09		
402	010		
560	011		
700	040a		

## CAMPUS GEEL (additions)

Gender neutral toilets		Campus accessible changing rooms		Refectory (company restaurant)		Rest room, prayer room, breastfeeding room	
<i>Building</i>	<i>Room</i>	<i>Building</i>	<i>Room</i>	<i>Building</i>	<i>Room</i>	<i>Building</i>	<i>Room</i>
<b>200</b>	032			<b>220</b>	Ground floor	<b>200</b>	<b>Ground floor</b>
<b>220</b>	021						

## ANNEXE 6 Measures to prevent psychosocial risks at work

### Prevention advisor psychosocial aspects (“Paps”):

Name	E-mail	GSM	Focus
Seb Van Dun	svandun1@its.jnj.com	+32 471 671 516	Supply Chain Geel, Diegem & Courcelles
Kim Bryon	kbryon@its.jnj.com	+32 473 13 49 16	Cilag & Support Services
Steven Vanden Eede	Steven.VandenEede@idewe.be	+32 477 89 02 66	R&D, Deliver Beerse/La Louvière
Annemoon Delabie	adelabie@its.jnj.com	+32 470 70 46 59	Car-T Ghent
Maud Ectors	mectors@its.jnj.com	+32 478 15 56 63	Supply Chain Beerse, Car-T Beerse

### Persons of trust

Name	E-mail
Ann Fiems	afiems@its.jnj.com
Michel Van Dyck	Mvandyck2@its.jnj.com

The most up-to-date version can always be found on the GHS sharepoint (<https://jnj.sharepoint.com/teams/PsychosociaalWelzijn/SitePages/Pr.aspx>)

## ANNEXE 7 List of First Aid kit locations and list of employees responsible for First Aid and the places where these persons can be reached

Site	Building	Location
Beerse 2	B100	Basement - room K53
Courcelles	B001	Ground floor - room 012
La Louvière	B100	First floor - room 141
Brussels	B001	Fifth floor - room 524
Diegem	B199	First floor - reception (= room 105)
Merksem	Wing C4 - C5	Ground floor - room 022
Olen	B002	Ground floor - room 009
Beerse I	B014	Ground floor – hall closet number 16
Beerse I	B014	Ground floor - room 043
Beerse I	B017	Ground floor - hall closet number 6
Beerse I	B017	First floor – hallway closet
Beerse I	B017	Second floor – hallway closet 202
Beerse I	B020	Ground floor - room 0U2
Beerse I	B020	Ground floor – closet printer corner 0H6
Beerse I	B020	Floor 1 - north copycorner
Beerse I	B020	Floor 1 - south copycorner
Beerse I	B020	Second floor - north copycorner
Beerse I	B020	Second floor - south copycorner
Beerse I	B020	Floor -2 - room KL5
Beerse I	B020	Basement - full barrier
Beerse I	B020	Basement - semi barrier
Beerse I	B022	Ground floor - room 0G9
Beerse I	B022	Ground floor - room 0J8
Beerse I	B022	Ground floor - room OP2
Beerse I	B022	Floor 1 - room 1J1
Beerse I	B022	Floor 1 - room 1J6
Beerse I	B022	Floor 1 - room 1G4
Beerse I	B022	Floor 2 - room 2C1
Beerse I	B022	Floor 2 - room 2J5
Beerse I	B022	Floor 2 - room 2P4
Beerse I	B023	Ground floor - room 059
Beerse I	B032	Ground floor
Beerse I	B032	First floor
Beerse I	B072	Floor 1 - room 032
Beerse I	B102	Ground floor - room 027
Beerse I	B102	Floor 2 - room 223
Beerse I	B102	Floor 3 - room 324
Beerse I	B103	Ground floor - corridor 041
Beerse I	B106	Floor 2 - zone 701
Beerse I	B106	Floor 2 - zone 255 - closet 18B
Beerse I	B106	Floor 7 - zone 701
Beerse I	B108A	Floor 2 - room 222
Beerse I	B108B	Ground floor – kitchen

Beerse I	B108B	Floor 1 - kitchen
Beerse I	B108B	Floor 3 - room 373
Beerse I	B110	Occupational health service: fully equipped first aid room including intervention vehicle
Beerse I	B112	Ground floor - room 009
Beerse I	B120	Ground floor
Beerse I	B121 - B122	Ground floor - room 035
Beerse I	B140	Floor 1 - room 103
Beerse I	B140	Ground floor - room 078
Beerse I	B140	Floor 2 - room 195
Beerse I	B140	TC room
Beerse I	B140	Sas pedestrians
Beerse I	B140	North side floor 2
Beerse I	B141	Room 070
Beerse I	B141	Room 552
Beerse I	B143	Ground floor – corridor labs north side
Beerse I	B143	Floor 1 - corridor labs north side
Beerse I	B144	Warehouse – desk cabinet
Beerse I	B144	Groundfloor - room 021
Beerse I	B144	Room 091
Beerse I	B144	Ground floor: room 21 packing room
Beerse I	B146	GMP zone - room 071
Beerse I	B146	GMP zone - room 014
Beerse I	B146	GMP zone - room 075
Beerse I	B146	GMP zone – corridor floor 2
Beerse I	B146	Ground floor - room 032
Beerse I	B146	Ground floor - room 055
Beerse I	B150	Kitchen - closet
Beerse I	B162	Ground floor - room 066 and K74
Beerse I	B162	Floor 1 – closet corridor
Beerse I	B162	Floor 2 – closet corridor
Beerse I	B162	Floor 2 - room 240
Beerse I	B164	Ground floor - hallway
Beerse I	B164	Floor 1 – hallway
Beerse I	B164	Floor 2 – hallway
Beerse I	B164	Floor 2 - room 247
Beerse I	B171	room 008
Beerse I	B250	Ground floor – corridor
Beerse I	B250	Floor 1 - gang
Beerse I	B250	Floor 2 - room 258
Beerse I	B260	Fire station
Beerse I	B260	Emergency centre
Beerse I	B260	Ground floor - room 088
Beerse I	B260	Ground floor - room 0C08
Beerse I	B260	Ground floor - room 078
Beerse I	B260	Ground floor - room 063
Beerse I	B400	Ground floor - room 055
Beerse I	B402	Ground floor – Closet across room 027

<b>Beerse I</b>	B560	Fitness
<b>Beerse I</b>	B700	Floor 1 - room 138
<b>Beerse I</b>	B701	Basement
<b>Beerse I</b>	B701	Floor 1 - room 122
<b>Beerse I</b>	B701	Room K02
<b>Beerse I</b>	B705	Closet in the corridor
<b>Beerse I</b>	B826	room 029
<b>Beerse I</b>	B827	room 019
<b>Beerse I</b>	830	Ground floor - at the bottom of open closet
<b>Geel</b>	B025	Ground floor
<b>Geel</b>	B063	Ground floor - room 011
<b>Geel</b>	B072	Control room
<b>Geel</b>	B083	Ground floor - kitchen
<b>Geel</b>	B090	Floor 4 - room 409
<b>Geel</b>	B091	Floor 2
<b>Geel</b>	B110	Room foreman
<b>Geel</b>	B120	Floor 2 - room 205
<b>Geel</b>	B130	Ground floor
<b>Geel</b>	B151	Ground floor - room 017
<b>Geel</b>	B200	Ground floor - room 058
<b>Geel</b>	B200	Occupational health service: fully equipped first aid room including intervention vehicle
<b>Geel</b>	B210	Ground floor
<b>Geel</b>	B300	Ground floor

The names, as well as the location of the first aid rescuers are as follows:

Site	WWID	Name	Employer
Beerse I	10009319	Abd Rabbihi Belaid	J&J
Beerse I	10025215	Abrahams Koen	J&J
Beerse I	10012710	Adriaenssen Lieve	J&J
Beerse I	152933881	Aertgeerts Ilse	J&J
Beerse I	10011184	Aerts Peter	J&J
Beerse I	10014456	Alen Anja	J&J
Beerse I	152853653	Antonissen Marly	J&J
Beerse I	10011824	Bastiaansen Griet	J&J
Beerse I	10013749	Baudeweyns Peter	J&J
Beerse I	152199845	Bekaert Janne	J&J
Beerse I	10012079	Berrens Benny	J&J
Beerse I	10021386	Bertels Jelle	J&J
Beerse I	152072698	Bijttebier Sebastiaan	J&J
Beerse I	10011185	Boeckx Ronny	J&J
Beerse I	10009144	Boeckx Tinne	J&J
Beerse I	10014495	Boeckx Tom	J&J
Beerse I	10021581	Boen Nele	J&J
Beerse I	152833137	Boeye Jori	J&J
Beerse I	10013814	Broeckx Géraldine	J&J
Beerse I	702162853	Bude Kim	Sodexo
Beerse I	152962479	Buyck Christophe	J&J
Beerse I	10020941	Carlier Maxime	J&J
Beerse I	152927011	Carpentier Katrien	J&J
Beerse I	10012691	Carvalho Mary-Ambre	J&J
Beerse I	10012691	Cerpentier Veronique	J&J
Beerse I	10008653	Ceulemans Philippe	J&J
Beerse I	10007291	Claessen Gonda	J&J
Beerse I	10024450	Claessens Mirjam	J&J
Beerse I	10011138	Collignon Karin	J&J
Beerse I	10023435	Conjaerts Nina	J&J
Beerse I	10023079	Cools Garry	J&J
Beerse I	10009880	Cornelis Hilde	J&J
Beerse I	10018433	Daems Hanne	J&J
Beerse I	10012245	Damen Kristel	J&J
Beerse I	10011060	Damen Patrick	J&J
Beerse I	10011047	De Beck Peter	J&J
Beerse I	10006921	De Cauwer Suzy	J&J
Beerse I	10012932	De Decker Nadine	J&J
Beerse I	10022604	De Lange Desiree	J&J
Beerse I	702396936	De Maeyer Arno	Sodexo
Beerse I	10011372	De Meulder Marc	J&J
Beerse I	10012329	De Smet Geert	J&J
Beerse I	702425382	De Tollenaere Xander	Sodexo

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Beerse I	10005635	De Vocht Lief	J&J
Beerse I	10012329	de Vos Kim	J&J
Beerse I	152245222	De Witte Jantine	J&J
Beerse I	152862776	Deckx Yorben	J&J
Beerse I	702412627	Dedeken James	Sodexo
Beerse I	10012529	Delille Peter	J&J
Beerse I	702263475	Demeulenaere Leen	Sodexo
Beerse I	10021084	Derboven Bram	J&J
Beerse I	152226383	Devolder Janne	J&J
Beerse I	10020000	Diels Kurt	J&J
Beerse I	10013347	Diels Robert	J&J
Beerse I	10007433	Dierckx Kris	J&J
Beerse I	10024984	Egle Brecht	J&J
Beerse I	10013182	Elsen Wendy	J&J
Beerse I	10011092	Emmaneel Leo	J&J
Beerse I	10015290	Exelmans Jimmy	J&J
Beerse I	10009296	Eycken Dominique	J&J
Beerse I	10013473	Eyckens Jan	J&J
Beerse I	152064105	Fefelova Natalia	J&J
Beerse I	10011853	Franck Annemie	J&J
Beerse I	10021230	Geentjens Kris	J&J
Beerse I	152876609	Gerits Andy	J&J
Beerse I	152189345	Geudens Jan	J&J
Beerse I	10008927	Gevers Luc	J&J
Beerse I	10013456	Ghielens Geert	J&J
Beerse I	10009737	Goos Staf	J&J
Beerse I	152819177	Goyvaerts Yentz	J&J
Beerse I	10024271	Gys Jan	J&J
Beerse I	10014504	Habraken Annemie	J&J
Beerse I	152916192	Haelen Joyce	J&J
Beerse I	10025402	Hendrickx Famke	J&J
Beerse I	10011806	Hermans Bart	J&J
Beerse I	10012308	Hermans Ilse	J&J
Beerse I	10007511	Heylen Patrick	J&J
Beerse I	10011968	Hillen Rudy	J&J
Beerse I	10012685	Huygaerts Andy	J&J
Beerse I	10024061	Huys Stijn	J&J
Beerse I	10012693	Jacobs Els	J&J
Beerse I	10008700	Jacobs Freddy	J&J
Beerse I	10009172	Jacobs Gerd	J&J
Beerse I	152983786	Jacobs Kristel	J&J
Beerse I	10009279	Janssen Greet	J&J
Beerse I	10007716	Janssen Marc	J&J
Beerse I	10005702	Janssens Heidi	J&J
Beerse I	10500351	Janssens Marc	J&J
Beerse I	10011948	Janssens Peggy	J&J

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Beerse I	152846630	Jerhaoui Soufiyan	J&J
Beerse I	152811334	Joosen Karen	J&J
Beerse I	10013543	Jordens Dieter	J&J
Beerse I	10024000	Kennis Jef	J&J
Beerse I	10012444	Keppens Els	J&J
Beerse I	152856433	Kerstens Elly	J&J
Beerse I	702224159	Keysers Vicky	Sodexo
Beerse I	152909369	Kiebooms Derre	J&J
Beerse I	10012372	Kiesekoms Danny	J&J
Beerse I	702303176	Krijnen David	Sodexo
Beerse I	10009125	Laenen Aline	J&J
Beerse I	10012039	Lasters Christophe	J&J
Beerse I	10008775	Lauwers Bart	J&J
Beerse I	10024478	Lavrysen Hannes	J&J
Beerse I	10020273	Lavrysen Martine	J&J
Beerse I	10012431	Lenaerts Ilse	J&J
Beerse I	10011755	Lenaerts Liesbeth	J&J
Beerse I	10007216	Lenaerts Marc	J&J
Beerse I	152928771	Liu Chun Tracy	J&J
Beerse I	152871928	Loyens Delano	J&J
Beerse I	152858153	Loyens Jolien	J&J
Beerse I	152835574	Maes Dominique	J&J
Beerse I	10012678	Meeus Dirk	J&J
Beerse I	10023995	Melis Erik	J&J
Beerse I	10009890	Melis Tom	J&J
Beerse I	10025308	Mertens Nick	J&J
Beerse I	152899208	Meurs Davy	J&J
Beerse I	10008113	Meynants Helgi	J&J
Beerse I	152939379	Michiels Christel	J&J
Beerse I	10020246	Molenberghs Kenny	J&J
Beerse I	10012922	Mostmans Wendy	J&J
Beerse I	10022291	Neeter Michele	J&J
Beerse I	10015185	Peeters Micha	J&J
Beerse I	54011828	Peeters Peggy	J&J
Beerse I	152043469	Peeters Toon	J&J
Beerse I	152831915	Peinen Wout	J&J
Beerse I	10016126	Pluym Bianca	J&J
Beerse I	10009363	Pockelé Joris	J&J
Beerse I	152896414	Renders Evelien	J&J
Beerse I	10009786	Reyntjens Dirk	J&J
Beerse I	152912206	Roagna Giulia	J&J
Beerse I	152835945	Rombouts Florian	J&J
Beerse I	10021956	Rombouts Geert	J&J
Beerse I	152039293	Roskams Ann	J&J
Beerse I	152986534	Ryckaert Lana	J&J
Beerse I	10020408	Schoenmaekers Daria	J&J



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Beerse I	10010410	Schoonvliet Joeri	J&J
Beerse I	10022916	Schotsmans Wendy	J&J
Beerse I	702427138	Segers Bavo	Sodexo
Beerse I	10009928	Segers Raf	J&J
Beerse I	152947959	Serré Gerty	J&J
Beerse I	10012643	Smet Liesbet	J&J
Beerse I	10020360	Smets Karine	J&J
Beerse I	10012763	Smets Tina	J&J
Beerse I	10021468	Smeyers Cor	J&J
Beerse I	120000087	Sneyers Jan	J&J
Beerse I	702421370	Somers Noah	Sodexo
Beerse I	10009926	Soontjens Jo	J&J
Beerse I	152992907	Spoormans Nette	J&J
Beerse I	10020704	Sterckx Jurgen	J&J
Beerse I	10013757	Struyven Johnny	J&J
Beerse I	10012424	Te Riele Paula	J&J
Beerse I	10015172	Thys Hans	J&J
Beerse I	10023184	Timmermans Ann	J&J
Beerse I	152898095	Tivano Silvia	J&J
Beerse I	152976601	Troch Christophe	J&J
Beerse I	10010421	Truyens Hilde	J&J
Beerse I	702158330	Uytterhoeven David	Sodexo
Beerse I	10011061	Van Boxel Pascal	J&J
Beerse I	10022172	Van Bruggen Kobe	J&J
Beerse I	10025534	Van Cauwenberghe Kwinten	J&J
Beerse I	152051055	Van Daele Timothy	J&J
Beerse I	702419293	Van Damme Bjorn	Sodexo
Beerse I	152988542	Van De Poel Gert	J&J
Beerse I	10014178	Van De Pol Silvy	J&J
Beerse I	10009299	Van De Putte Geert	J&J
Beerse I	10015473	Van de Sande Hanne	J&J
Beerse I	152875563	Van de Sande Nadine	J&J
Beerse I	10022100	Van Decraen Ellen	J&J
Beerse I	10012143	Van Den Bogaert Karin	J&J
Beerse I	152054770	Van den Broeck Heidi	J&J
Beerse I	10417319	Van den Broeck Roel	J&J
Beerse I	10022888	van den Broek Miranda	J&J
Beerse I	152983808	Van den Plas Jorne	J&J
Beerse I	10011433	Van Den Wyngaert Ilse G	J&J
Beerse I	10005868	Van Der Eycken Luc	J&J
Beerse I	10012277	Van Der Helm Liesbet	J&J
Beerse I	770009964	Van Der Veer Jean Luc	J&J
Beerse I	10025548	Van Deun Els	J&J
Beerse I	152968220	Van Dijck Evi	J&J
Beerse I	152856470	Van Dyck Domiek	J&J
Beerse I	152186527	Van Eynde Anthe	J&J

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Beerse I	10011030	Van Gestel Jan	J&J
Beerse I	10022525	Van Ginneken Sven	J&J
Beerse I	10005345	Van Grieken Luc	J&J
Beerse I	10005699	Van Herck Gerd	J&J
Beerse I	152851283	Van Herck Jenthe	J&J
Beerse I	10023167	Van Hool Nancy	J&J
Beerse I	120000036	Van Kerckhove Barbara	J&J
Beerse I	10015247	Van Looveren Ann	J&J
Beerse I	10012187	Van Looy Anja	J&J
Beerse I	10022641	Van Mechelen Dries	J&J
Beerse I	152990779	van Sas Joris	J&J
Beerse I	152882294	van Steenbergen Jeff	J&J
Beerse I	152986911	Van Wuytswinkel Yannick	J&J
Beerse I	10009800	Vandermoere Margot	J&J
Beerse I	10021994	Vanderrijst Sven	J&J
Beerse I	702373095	Vanderzande Indy	Sodexo
Beerse I	10013202	Vandingenen An	J&J
Beerse I	10011904	Vanlommel Annik	J&J
Beerse I	10013614	Vannueten Joris	J&J
Beerse I	152823401	Vekemans Luc	J&J
Beerse I	152030579	Ven Koen	J&J
Beerse I	120000034	Verbeeck Luc	J&J
Beerse I	702320277	Verelst Aline	Sodexo
Beerse I	10015094	Vereyken Liesbeth	J&J
Beerse I	10021064	Vergauwen Karen	J&J
Beerse I	10021452	Vergauwen Maarten	J&J
Beerse I	152816032	Verheyden Kristof	J&J
Beerse I	152246028	Verhoeven Ward	J&J
Beerse I	10006992	Vermeiren Guy	J&J
Beerse I	10015110	Vermeiren Tom	J&J
Beerse I	10009253	Vermeulen Peter	J&J
Beerse I	152062572	Verreyt Dries	J&J
Beerse I	152029743	Verschueren Lore	J&J
Beerse I	10018967	Verstraeten Karin	J&J
Beerse I	10014597	Vervoort Ann	J&J
Beerse I	10012214	Vervoort Hilde	J&J
Beerse I	10023731	Vervoort Lore	J&J
Beerse I	10007961	Vervoort Marcia	J&J
Beerse I	10006567	Voermans Willy	J&J
Beerse I	10012096	Weerts Johan	J&J
Beerse I	15000362	Wijnen Martine	J&J
Beerse I	702428420	Willems Brandon	Sodexo
Beerse I	152843930	Willems Kristof	J&J
Beerse I	152808206	Willemsen Ann	J&J
Beerse I	10012506	Wintmolders Cindy	J&J
Beerse I	10010357	Wouters Bie	J&J

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Beerse I	10020217	Wouters Gunilda	J&J
Beerse I	152890707	Geppard Mathias	J&J
Beerse I	152030674	Peeters Elien	J&J
Beerse I	10025063	Van Bavel Tim	J&J
Beerse II	10022788	Janssen Maarten	J&J
Beerse II	10013927	Lauwers Werner	J&J
Beerse II	10022893	Loriers Gert	J&J
Beerse II	10025332	Ruelens Charlotte	J&J
Beerse II	10014482	Van Ballaer Bieke	J&J
Brussel	152029736	Adams Lotte	J&J
Courcelles	152817003	Francois Angélique	J&J
Courcelles	152994460	Pouillon Antoine	J&J
Diegem	702472919	Goens David	Sodexo
Diegem	200445	Goovaerts Kelly	J&J
Diegem	702399285	Kas Aurore	Sodexo
Diegem	39000077	Lesy Marie-José	J&J
Diegem	702405514	Mukayisenga Natacha	Sodexo
Diegem	152954479	Scott Allison	J&J
Geel	10013084	Alaerts Luc	J&J
Geel	10014456	Alenteyns Ive	J&J
Geel	10014753	Belmans Guy	J&J
Geel	10024299	Bens Yves	J&J
Geel	10012657	Bleux Jimmy	J&J
Geel	10021035	Bogaerts Johan	J&J
Geel	152863431	Bolle Tessa	J&J
Geel	10012633	Budts Kris	J&J
Geel	10011210	Buyens Michel	J&J
Geel	10009503	Ceyssens Dirk	J&J
Geel	10014872	Clymans Wilfried	J&J
Geel	10020056	Coninx Katrien	J&J
Geel	10023435	De Cnodder Glenn	J&J
Geel	10023079	De Doncker Kristof	J&J
Geel	10009880	De Jager Robbie	J&J
Geel	10009759	De Roeck Rudi	J&J
Geel	10023547	De Roo Werner	J&J
Geel	10009483	De Scheemaecker Danny	J&J
Geel	10012329	De Volder Tom	J&J
Geel	10023750	De Wiite Gijs	J&J
Geel	10009255	Degens Tony	J&J
Geel	152031445	Dekkers Ivan	J&J
Geel	10031024	Embrechts Leendert	J&J
Geel	10009300	Engelen Chris	J&J
Geel	10020184	Florus Stefan	J&J
Geel	10011163	Geerts Manuel	J&J
Geel	10012113	Ghoos Benny	J&J
Geel	10019143	Ghoos Thomas	J&J

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Geel	10014326	Goos Koen	J&J
Geel	10012186	Helsen Johan	J&J
Geel	10015369	Jacobs Ellen	J&J
Geel	10021777	Joos Pieter	J&J
Geel	152881752	Jordens Inez	J&J
Geel	10024997	Kennis Jasper	J&J
Geel	10020673	Lambrechts Christof	J&J
Geel	10012210	Laureys Gijs	J&J
Geel	10014863	Lauwers Bjorn	J&J
Geel	10013012	Loots Michèle	J&J
Geel	10023582	Maas Wim	J&J
Geel	152878447	Marchand Tom	J&J
Geel	10015747	Marien Raf	J&J
Geel	10011919	Meeus Pascal	J&J
Geel	10012350	Mertens Ivan	J&J
Geel	10025184	Michiels Sam	J&J
Geel	10021418	Molkens Birger	J&J
Geel	10022666	Nietvelt Bert	J&J
Geel	10023760	Oeyen Simon	J&J
Geel	152874398	Peeters Cisse	J&J
Geel	152868716	Poelmans Michael	J&J
Geel	10013930	Rens Annemie	J&J
Geel	10023158	Sauviller Roel	J&J
Geel	10013751	Schalley Tonny	J&J
Geel	10023962	Smeyers Liesbeth	J&J
Geel	10006319	Steurs Marc	J&J
Geel	10011261	Truyens Mike	J&J
Geel	10013083	Van Baelen Suzy	J&J
Geel	10021579	Van Brusselen Koen	J&J
Geel	10009641	Van Den Broek Peter	J&J
Geel	10012237	Van Den Bruel Wim	J&J
Geel	10012404	Van den Eynde Johan	J&J
Geel	10024918	Van Der Sluis Gert	J&J
Geel	10024824	Van Dooren Sander	J&J
Geel	10024078	Van Doorslaer Inge	J&J
Geel	10012115	Van Herck Cindy	J&J
Geel	10020674	Van Kerckhoven Raf	J&J
Geel	152878186	Van Mol Nick	J&J
Geel	10014559	Van Nyen Philip	J&J
Geel	10021286	Van Olmen Franky	J&J
Geel	10012053	Van Regenmortel Peter	J&J
Geel	10014479	Vanderstraeten Yves	J&J
Geel	152024807	Vanherck Pieter	J&J
Geel	10008050	Vanheuckelom Danny	J&J
Geel	10021825	Vanmechelen Michel	J&J
Geel	10023849	Vanmeldert Guy	J&J

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<b>Geel</b>	10012195	Vanrusselt Ronny	J&J
<b>Geel</b>	10009986	Verbruggen Stef	J&J
<b>Geel</b>	10020072	Verjans Kristof	J&J
<b>Geel</b>	10017602	Vervoort Peter	J&J
<b>Geel</b>	10012288	Viskens Benny	J&J
<b>Geel</b>	10014525	Vreys Jeroen	J&J
<b>Geel</b>	10005865	Vrysen Ludwig	J&J
<b>Ghent</b>	152970135	Degreef Machteld	J&J
<b>Ghent</b>	152993653	Dhondt Eline	J&J
<b>Ghent</b>	152231809	Van Der Heyden Yente	J&J
<b>La Louvière</b>	152874880	Mlakar Natasha	J&J
<b>La Louvière</b>	152069603	Molly Sébastien	J&J
<b>Olen</b>	10011457	Geerts Bart	J&J
<b>Olen</b>	10012073	Maes Wim	J&J
<b>Olen</b>	10011288	Raeymaekers Tom	J&J
<b>Olen</b>	10013510	Vandeweyer Stijn	J&J
<b>Olen</b>	10013653	Vermetten Tom	J&J

This list has been updated until 22 October 2024. The most up-to-date list can always be accessed on the intranet ([https://jnj.sharepoint.com/teams/GHS\\_BE/SitePages/Hulpverlening.aspx](https://jnj.sharepoint.com/teams/GHS_BE/SitePages/Hulpverlening.aspx)).

Employees can be reached via Teams.

## ANNEXE 8 *General information*

<p><b>Company</b></p>	<p><b>Janssen Pharmaceutica SA</b>  Turnhoutseweg 30  2340 Beerse</p> <p><u>Additional branches:</u>  Antwerpseweg 15-17  2340 Beerse</p> <p>Lange Bremstraat 70  2170 Merksem</p> <p>Janssen-Pharmaceuticalaan 3  2440 Geel</p> <p>Lammerdries 55  2250 Olen</p> <p>Garocenter Rue du Bois de la Hutte  7110 La Louvière</p> <p>Rue du Luxembourg 5  6180 Courcelles</p> <p>Leonardo da Vincilaan 15  1831 Diegem</p> <p>Square De Meeus 23  1000 Brussels</p> <p>Technologiepark-Zwijnaarde 73  9052 Ghent (Ghent – Obelisc)</p> <p>Suzanne Tassierstraat 8  9052 Ghent (Ghent – Techlane)</p> <p><b>J.C. General Services SRL</b>  Turnhoutseweg 30  2340 Beerse</p>
<p><b>Company number in the Crossroads Bank for Enterprises</b></p>	<p><b>Janssen Pharmaceutica SA</b>  Company number: 0403.834.160  Branch number: 2.104.895.743</p> <p><u>Additional branches:</u>  Beerse: 2.142.775.035</p> <p>Merksem: 2.142.774.936</p> <p>Geel: 2.142.774.738</p> <p>Olen: 2.104.895.941</p> <p>La Louvière: 2.202.285.525</p> <p>Courcelles: 2.242.710.472</p> <p>Diegem: 2.211.627.318</p>

	<p>Brussels: 2.242.709.383</p> <p>Ghent - Obelisc: 2.324.203.637</p> <p>Ghent – Techlane: 2.345.602.629</p> <p><b>J.C. General Services SRL</b>  Company number: 0473.587.751  Branch number: 2.101.136.497</p>
<b>Joint Committee</b>	207: Joint Committee for chemical workers
<b>Work accidents insurance company</b>	<p>KBC Verzekeringen SA,  Prof. Roger Van Overstraetenplein 2, 3000 Leuven</p> <p>Janssen Pharmaceutica SA – Insurance number: 28.018.304  J.C. General Services SRL – Insurance number: 28.967.254</p>
<b>Payroll agency</b>	<p>Acerta  Diestsepoort 1, 3000 Leuven</p> <p>Janssen Pharmaceutica SA – Connection number: 412702  J.C. General Services SRL - Connection number: 412720</p>
<b>Head of the Internal service for Prevention and Protection at Work</b>	<p>Filip De Proft  Director EHS&amp;S Campus België</p> <p>fdeproft@its.jnj.com  0474452151</p>
<b>External service for Prevention and Protection at Work</b>	<b>IDEWE</b> , Interleuvenlaan 58, 3001, Leuven, Belgium Connection number: 9999962
<b>Crossroads Bank for Enterprises</b>	The Act on the Establishment of the Crossroads Bank for Social Security Enterprises can be consulted at <a href="http://www.ksz-bcss.fgov.be">www.ksz-bcss.fgov.be</a> .
<b>Social security institution receiving the social contributions</b>	<b>National Social Security Office (NSSO)</b> Victor Hortaplein 11 1060 Brussels Janssen Pharmaceutica RSZ-nr.: 52362248 J.C. General Services RSZ-nr.: 173675977
<b>Inspectorate of Social Regulations (Federal Public Service Employment, Labour and Social Dialogue)</b>	<p><b>Branches Beerse, Geel, Olen, Merksem</b>  Main office: Theater Building, Italiëlei 124 - bus 56, 2000 Antwerp  Local offices: Warandestraat 49, 2300 Turnhout  Louizastraat 1, 2800 Mechelen  Tel: 02 233 42 30, <a href="mailto:tsw.antwerpen@werk.belgie.be">tsw.antwerpen@werk.belgie.be</a></p> <p><b>Branches La Louvière, Courcelles</b>  Main office: rue du Miroir 8, 7000 Mons  Local offices: Boulevard Eisenhower 87 bus 2, 7500 Tournai  Centre Albert - 9e étage, Petite rue 4 - Bte 8, 6000 Charleroi 1  Tel: 02 233 46 70, <a href="mailto:cls.hainaut@emploi.belgique.be">cls.hainaut@emploi.belgique.be</a></p> <p><b>Branch Machelen</b>  Main office: FAC Verwilghen blok A 3rd floor, Voorstraat 43  3500 Hasselt  Local offices: d'Aubreméstraat 16, 1800 Vilvoorde  Federaal administratief centrum, Philipssite 3A – bus 8, 3001 Leuven  Tel: 02 233 46 50, <a href="mailto:tsw.limburg.vlaams-brabant@werk.belgie.be">tsw.limburg.vlaams-brabant@werk.belgie.be</a></p>

	<p><b>Branch Brussels</b> Main office: Ernest Blerotstraat 1, 1070 Brussels Tel: 02 235 54 01, tsw.brussel@werk.belgie.be</p> <p><b>Branches Ghent</b> Main office: Savaanstraat 11/002, 9000 Ghent Local offices: Doctor André Sierensstraat 16 bus 4, 9300 Aalst Driekoningenstraat 4, 9100 Sint-Niklaas Tel: 02 233 44 40, tsw.oost-vlaanderen@werk.belgie.be</p>
<p><b>Inspection department of the National Social Security Office (NSSO)</b></p>	<p><b>Branches Beerse, Geel, Olen, Merksem</b> Main office: Frankrijklei 81-83, 2000 AntwerpAntw Tel: 03 220 75 75, DirAntwerpen@onssrszls.fgov.be</p> <p><b>Branches La Louvière, Courcelles</b> Hoofdkantoor: Chaussée de Binche 101 Bloc C 4th floor, 7000 Bergen Branch office: Rue de la Cimenterie 38, 6010 Charleroi Tel: 065 22 11 66, DirHainaut@onssrszls.fgov.be</p> <p><b>Branch Machelen</b> Main office: Victor Hortaplein 11, 1060 Brussels Branche office: Philips-site FAC-gebouw 3 A bus 7, 3001 Leuven Tel: 02 509 59 59, DirVlaamsBrabant@onssrszls.fgov.be</p> <p><b>Branch Brussels</b> Main office: Victor Hortaplein 11, 1060 Brussels Tel: 02 509 59 59, DirBrussel@onssrszls.fgov.be</p> <p><b>Branches Ghent</b> Main office: Ketelvest 26/002, 9000 Ghent Tel: 09 265 41 41, DirOostVlaanderen@onssrszls.fgov.be</p>
<p><b>General Directorate Supervising Health at Work</b></p>	<p><b>Branches Beerse, Geel, Olen, Merksem</b> Theater Building, Italiëlei 124 - bus 77, 2000 Antwerp Tel: 02 233 42 90, tww.antwerpen@werk.belgie.be</p> <p><b>Branches La Louvière, Courcelles</b> Rue du Chapitre 1, 7000 Mons Tel: 02 233 42 50, cbe.hainaut@emploi.belgique.be</p> <p><b>Branch Machelen</b> Koning Albertstraat 16B, 3290 Diest Tel: 02 233 41 90, tww.limburg.vlaamsbrabant@werk.belgie.be</p> <p><b>Branch Brussels</b> Ernest Blerotstraat 1, 1070 Brussels Tel: 02 233 45 46, tww.brussel@werk.belgie.be</p> <p><b>Branches Ghent</b> Ketelvest 26/202, 9000 Ghent Tel: 02 233 42 20, tww.oost-vlaanderen@werk.belgie.be</p>
<p><b>Department Supervising Chemical risks</b></p>	<p>General Directorate Supervising Health at Work Federal Public Service Employment, Labour and Social Dialogue Ernest Blerotstraat 1 1070 Brussels Tel: 02/233 52 68 tww.chemischerisicos@werk.belgie.be</p>



## ANNEXE 9 List of the collective bargaining agreements and/or collective agreements on company level

Name	CBA date
CBA Extension of working arrangements and modalities regarding shift work	2/06/1992
CBA concerning the extension of shift work regulations and modalities regarding shift work	20/01/1993
Addendum to CBA 2/6/1992: Extension of shift work regulations and modalities (Janssen Biotech)	20/01/1993
Addendum to CBA 2/6/1992: Extension of shift work arrangements and modalities for shift work (Janssen Ph)	20/01/1993
CBA for an indefinite period concerning new working arrangements (Weekendwork)	13/09/1995
Addendum to CBA 2/6/1992: Extension of shift work arrangements and modalities concerning shift work (Janssen Ph) - addendum 1995	13/09/1995
Addendum to CBA 02/06/1992 on extension of shift work arrangements and modalities concerning shift work - addendum 1996	12/12/1996
Addendum to CBA 2/6/1992: Extension of shift arrangements and modalities concerning shift work (Janssen Ph) - addendum 1997	11/02/1997
CBA on new working arrangements for chemical production and support services (concerning fixed weekend shifts)	11/02/1997
Addendum to CBA 11/2/1997: New working arrangements for chemical production and support services (concerning fixed weekend shifts)	27/06/1997
CBA concerning introduction Continuous 6-shift system	17/01/2000
Addendum to CBA 11/2/1997: Introduction of continuous shifts within chemical production	6/06/2000
CBA containing shift arrangements - night work	19/02/2003
CBA concerning phasing out of shift work	18/02/2003
CBA introducing continuous 5-shift work Technical Service Chemicals Geel	2/06/2005
Addendum to CBA 2/6/1992: Extension of shift work regulations and modalities (Janssen Ph/CDPP)	29/02/2008
Addendum to CBA 11/2/1997: Introduction of continuous shift work within chemical production - CDPP	29/02/2008
Addendum to CBA 18/02/2003: financial arrangement in the event of transfer of employee at employer's request to other work regime with lower or no shift premium	27/05/2010
Company CBA 20/05/2014 Flexible Working Time	20/05/2014
CBA addendum dd 27 October 2017 to the CBA dd 23 November 2015 on the granting of meal vouchers	23/11/2015

CBA addendum dated 27 October 2017 to the CBA dated 23 November 2015 regarding the granting of meal vouchers	27/10/2017
CBA regarding implementation unit statute	17/05/2019
CBA on youth and senior holidays, and European holidays	27/08/2021
Addendum 15 December 2021 to company CBA Flexible working time	15/10/2021
Company CBA 2023-2024	17/10/2023
CBA risk groups 2023-2024	17/10/2023
CBA SWT 2023-2024	17/10/2023
CBA extension social plan 2024-2025	25/10/2023
CBA new working arrangements car-T Beerse	26/10/2023

## **ANNEXE 10 Unilateral notes to staff holding management positions and positions of trust**

The following unilateral notes are applicable to the staff holding management positions and positions of trust, in accordance with the relevant provisions:

- Unilateral grant “supplementary salary and working conditions executives 2023-2024” dated 17 October 2023
- Unilateral grant “social plan executives 2022-2025”

## ANNEXE 11 Members of social consultation bodies

<p><b>Members of the Committee for Prevention and Protection at Work</b></p>	<p><u>Employee representatives Beerse:</u>  <i>Effective:</i>            Giovanna Salvo, Dieter Jordens, Werner Willems, Luc Gevers, Philippe Ceulemans, Luc Van Der Eycken, Nico Van Heupen, Dirk Pauwels, Heidi Huysmans, Peggy Van De Cruys, Wendy Elsen, Carla Van Camp, Bruno Staraj, Franki Geysen, Bart Van Hoof</p> <p><i>Substitute:</i>            Bert Van Hees, Peter Van Dingenen, Ann De Jongh, Herman Gevers, Ives De Busser, Han Dierckx, Peter Vermeulen, Paula Te Riele, Simon Van Berckelaer, Bram Derboven, Yves Coomans, Elly Blockx, Wim Vissers</p> <p><u>Employee representatives Geel:</u>  <i>Effective:</i>            Sven Schuer, Paul Vangeel, Hans Van Craen, Marc Maes, Kristof Verjans, Kris Vervoort, Koen Lievens, Filip Coninx</p> <p><i>Substitute:</i>            Tim Segers, Bart Ouderits, Heidi Van Genechten, Tim Peeters, Franky Van Olmen, Gunther Moons</p> <p>Employee representatives Beerse:  <i>Effective:</i>            Kobe Naesens, Dirk Van Bladel, Helga Plas, Peter Wauteraerts, Karolien Broes, Barbara Geukens, Marc Peeters, Caroline Vaes, Harry Gijzen, An Michielsens, Pieter Van Herck, Kristel Pluym, Heidi Moyson, Ann Buts, Peter Dekens, Filip De Proft, An Nevejan, Astrid Pinnoy</p> <p><i>Substitute:</i>            Bart Van Waeyenberge, Mario Hellings, Yvan Verlinden, Erwin Van Den Brande, Davy Dierickx, Patrick Bas, Elien Couwels</p> <p><u>Employee representatives Geel:</u>  <i>Effective:</i>            Vicky Bruggeman, Benny Ghoos, Bie Lambert, Sem Moors, Annelies Peeters, Hanne Pelgrims, Wouter Persoons, Elien Couwels, Elfi Louwet, Frank Peeters, Wout Van Autenboer</p> <p><i>Substitute:</i>            Sven Franck, Jacky Goris, Vicky Peeters, Tina Soeffers, Bert Meynckens, Isabel Vanlinthout, Jan Ceulemans, Frederic Vandebroek</p>
<p><b>Works council members</b></p>	<p><u>Employee representatives:</u>  <i>Effective:</i>            Hans Van Craen, Kristof Verjans, Giovanna Salvo, Sven Schuer, Peter Van Dingenen, Bart Ouderits, Luc Gevers, Werner Willems, Luc Van Der Eycken, Ives De Busser, Han Dierckx, Paula Te Riele, Robin Verboven, Paul Kuylen, Aline Laenen, Johan Vingerhoets, Caroline Denecker, Tom Gevers, Els Eerdeken, Joris Van Gestel, Ingeborg Peeters, Sarah Rusch, Steven Robberechts</p> <p><i>Substitute:</i>            Tim Segers, Marc Maes, Heidi Van Genechten, Dirk Pauwels, Paul Vangeel, Dieter Jordens, Wendy Elsen, Peter Vermeulen, Nico Van</p>

	<p>Heupen, Ludo Haegemans, Gunther Moons, Peter Vanspringel, Minerva Cortens, Guido Mareels, Kris Pintens, Peter Buijnsters, Birgit Verstynen, Bob Van Eyck, Brigitte Stuyck, Guy Nuyts</p> <p><u>Employee representatives:</u></p> <p><i>Effective:</i> Tom Aelbrecht, Hilde Claes, Tim De Kegel, Riet Dams, Bart Philips, Kris Sterkens, Yvette Van Bekkum, Dirk Houtekeete, Kobe Naessens, Peter Janssens, Peter Willems, Vicky Bruggeman, Tanja Bastens, Stefan Bouckaert, Frank Lambrechts, Heidi Moyson</p> <p><i>Substitute:</i> Mario Monshouwer, Geert Cortebeeck, Helga Plas, Ann Buts, Bie Lambert, Patrick Bas, Frederic Vandebroek</p>
<p><b>Members of the union delegation</b></p>	<p><i>Effective:</i> Hans Van Craen, Giovanna Salvo, Sven Schuer, Peter Van Dingenen, Bart Ouderits, Luc Gevers, Werner Willems, Paul Vangeel, Dieter Jordens, Luc Van Der Eycken, Luc Van Der Schoot, Philippe Ceulemans, Michael Broeckx, Ludo Haegemans, Marc Verachten, Ruddy Luyckx</p> <p><i>Substitute:</i> Kristof Verjans, Dirk Pauwels, Heidi Huysmans, Peggy Van De Cruys, Bert Van Hees, Herman Gevers, Nico Van Heupen, Ann De Jongh, Kris Vervoort, Koen Lievens, Erik Vandijck, Sven Wilmsen, Benny Lievens, Luc Alaerts, Ben Boets, Bram Verboven</p>

## ANNEXE 12 Dates of collective holidays and holiday replacement days

### Referred public holidays and bridge days 2025

(excluding full-continuous and weekend work)

As regards *public holidays and replacement days*, the general arrangement, which applies to everyone, is as follows:

Wednesday 1 January	PH New Year
Monday 21 April	PH Easter Monday
Thursday 1 May	PH Labour Day
Friday 2 May	WV
Thursday 29 May	PH Ascension Day
Friday 30 May	PH (Referred holiday Saturday 1 November All Saints' Day)
Monday 9 June	PH Whit Monday
Monday 21 July	PH National Holiday
Friday 15 August	PH Assumption Day
Monday 10 November	WV
Tuesday 11 November	PH Armistice Day
Thursday 25 December	PH Christmas Day
Friday 26 December	BA Boxin Day
Monday 29 December	WV
Tuesday 30 December	WV
Wednesday 31 December	WV

### Leave arrangements 2025

#### Non-holidays, referred holidays and bridge days

1. The *application of the leave scheme* must be seen in function of the work organisation, in other words, the departmental assignment must be able to be carried out, without prejudice to the right to leave as provided by law.

To this end, the following arrangements are determined below.

#### 2. Leave planning - main leave

Departments in a production or semi-production environment (e.g.: IMSC Pharma, clinical supplies, etc.), as well as the departments directly supporting them (e.g. quality department, logistics), draw up a work organisation schedule based on their planning system as early as possible, and **no later than 15 December 2024**

**All employees** submit their application for main leave **by 15 January 2025**.

**Main leave** shall be granted no later than **15 February 2025**.

To ensure equal treatment of staff, any main leave will be given priority over any leave other than main leave.

#### 3. Leave planning – other than main leave

Such leave will be granted in consultation with the Head of Department.

#### 4. Specific modalities – main leave

**(‘Barema’) white-collar employees** retain the right to take three consecutive weeks of summer leave in July or August they have the option of committing this right during the last three weeks of July (14 July to 1 August 2025).

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If the uptake of this right would lead to an insurmountable problem, and would jeopardise the proper functioning of departmental activities, it will be discussed between the employee and employer representatives in order to reach a proper solution.

**Executives** also have the option of taking three consecutive weeks of summer leave in July or August, unless it would jeopardise the proper running of the business. They do retain the legal right to take a minimum of two consecutive weeks' leave during the summer period (1 May - 31 October 2025). Main leave is always granted in consultation with the head of department.

The leave arrangements for **shift workers incl. full-continuous workers and weekend workers** will be made up on the basis of the arrangements below and in accordance with collective bargaining agreements.

Note: For periods of collective leave, a permanent list will be drawn up and submitted to the secretary of the Works Council.

## 5. Special modalities

### a. Geel site:

#### **Summer 2025**

A collective closure is planned for **2 weeks, i.e. from Friday evening 11 July at 16h00 until Monday morning 28 July at 6h00.**

Only employees performing work that is necessary and related to the shutdown activities/projects will be allowed to be present at the site during this collective closure period subject to the approval of their supervisor. This will be discussed in the shutdown preparation project group.

#### **Christmas period 2025**

- For employees working in a **full-time system or in the permanent weekend shift of the production plants, the absence rule will apply during the Christmas period** . However, **on Christmas and New Year** , the production plants will be put **into guard mode** (stand by mode with a minimum of 2 people in shift) namely:

- Wednesday 24 December from 6h00 to Friday 26 December 6h00
- Wednesday 31 December from 6h00 to Friday 2 Januari 6h00

- During the collective period (to be defined as Friday 26 Dec, Mon to Wed 31 Dec), the necessary support and/or permanency will be provided by the critical support services, such as, among others, production planning, production support, Chemical Quality Control (excluding that mentioned in the next paragraph), Quality Assurance, the Geel prevention services (environment, safety and occupational health service),....

- For employees of the CHROM, NOT CHROM and FIFO labs within chemical quality control Geel, the following arrangements apply during Christmas and New Year's Eve:

- From Sunday 21/12/2025 22h until Friday 02/01/2026 06h: No collectively determined leave days (except 26/12/2025) that fall outside the times when monitoring status in production plants is provided (see above).
- Wednesday 24/12/2025 from 06h to Friday 26/12/2025 06h: Public holiday with no lab activities.
- Friday 26/12/2025 from 06h to 22h: permanency scheme applicable to employees within this department.
- Wednesday 31/12/2025 from 06h until 06h Friday 02/1/2026: Holiday with no lab activities.

## b. Beerse site:

### Plant 1 & Plant 2

**Weekend work** in Pharmaceutical production on extended public holiday and bridge days (**applicable for plant 2 only**): Weekend workers are asked to start the weekend shift following the last weekly shift or prior to start-up weekly shift.

### Summer 2025

Within Pharmaceutical Production, due to necessary engineering and maintenance work on machinery, utilities and infrastructure, a summer shutdown is planned over a phased period and according to the schedule below:

- For Plant 1 (buildings 701 and 702):
  - L&C, preparation and CWA: from Friday 11 July 22h00 to 3 August 22h
  - Eye-care glv B- and C-zone: from Friday 11 July 22h00 to 3 August 22h
- For Plant 2 (building 141): from Friday 27 June 22h to Sunday 20 July 22h

These periods are the main periods of summer shutdown. During this period, maximum leave can be granted for the respective zone, but leave-taking is not mandatory.

### End-of-year period 2025

The weekend of 27 and 28 December counts as a collectively defined holiday period for employees employed in the regular weekend shift of the Pharma production plants.

The night shift in the normal regime starts at 22h on 1/1/2026.

### CAR T Innovative Medicine Supply Chain 2025

#### Weekendwork

In **CAR-T quality Beerse/Ghent** on public holidays and bridge days: Weekend workers are asked to start the weekend shift following the last week shift or prior to start-up week shift.

Within the CAR-T quality Beerse/Ghent department, no WV-days will be scheduled on Friday 2 May 2025 and Monday 10 November 2025.

**During maintenance shutdowns**, maximum leave may be granted for the relevant zone, but leave-taking is not mandatory.

#### End-of-year period 2025

- The following arrangements apply for **CAR-T quality Beerse/Ghent** employees during Christmas and New Year's Eve:

- From Sunday 21/12/2025 22pm until Friday 02/01/2026 6am: No collectively determined leave days (except 26/12/2025)
- Wednesday 24/12/2025 from 06h until Friday 26/12/2025 06h: Public holiday with permanency scheme applicable to employees within this department.
- Friday 26/12/2025 from 06h until 22h: permanency scheme, applicable to employees within this department.
- Wednesday 31/12/2025 from 06h until Friday 02/1/2026 06h: Public holiday with permanency scheme, applicable to employees within this department.

- During the collective period (to be defined as Friday 26 December, Monday to Wednesday 31 December), the **critical support services related to CART** (such as QA, Ghent Operations, Vein-to-Vein Planning, Manufacturing Science and Technology, E&PS, cryopreservation centre...) will provide the necessary support and/or permanency.



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## *6. Communication to departments and employees*

Department heads and employees will be informed about the modalities agreed in the Works Council, via the **Works Council report, Home, Campus communication, Primetime, “Elementen” (Geel), and “Onderweg” (Farma)**.

The ER/LR group within HR will ensure that correct application of the leave commitment will take place. Any notifications will be communicated through AskGS ([jnjsportal.com](http://jnjsportal.com)).

## ANNEXE 13 Attestation of regular consultation of employees

The undersigned confirm that the employees were consulted on the draft modification of the work rules in accordance with the Act of 8 April 1965 on Work Rules.

The draft was send to each member of the works council, as well as notified to the employees by posting in a visible and accessible place within the company.

The works council was convened within the legal deadlines.

The works council agreed on the draft on 11 February 2025.

The modified work rules entered into force on 26 February 2025.

Beerse,

On behalf of the company,

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Hilde Claes  
*OneHR Bene & Head of HR*

On behalf of the employees,  
The employee representatives in the works council

On behalf of the CGSLB/ACLVB,                      On behalf of the CSC/ACV,

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On behalf of the FGTB/ABVV,                      On behalf of the executive network,

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