

Exploring Fairness

in Visual Employment Contracts

APPENDIX



APPENDIX

DESIGN FOR INTERACTION

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Exploring Fairness in visual employment contracts

APPENDIX

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CYCLE 01

01

CYCLE

This chapter provides an overview of the project developed in collaboration with the company Visual Contracts, and it focuses on exploring the impact of visual contracts in the employment context from the fairness perspective. An introduction to the topic, the main goals and the approach of the project are gathered in this chapter.

Appendix A | Interview Material

Employer Questions

1. How much experience do you have with employment contracts?

*Describe it. No experience at all - A lot of experience
The number of contracts they have signed or read?*

2. How was your experience in the process of getting a contract? Positive or negative? Why?

*How do you feel are the experiences you had when getting a contract? Where they positive or negative?
Elaborate*

3. Which are your concerns/needs when you are going to set up a contract? Why?

According to the situation of the company

4. Which are your expectations/goals when you set up a contract? Why?

According to the situation of the company

5. What elements do you check when you create a contract? Which are the priorities you have when you look at a contract? Why these elements?

Wage, holidays, Opportunities for professional development (promotion), working environment, flexibility, transparency,

6. How was the experience in the process of getting a contract for hiring someone? Positive or negative? Why?

How do you feel are the experiences you had to get a contract? Where they positive or negative? Elaborate

7. What do you perceive as fair in a contract? Is only what the law says? What do you try to provide to your employees? Based on what elements of a contract you evaluate the fairness?

Wage, holidays, Opportunities for professional development (promotion), working environment, flexibility, transparency,

8. Explain the 3 types of fairness? Ask them to define which model they perceive as more fair applied to a contract

Equality: everyone gets the same

Equity: Everyone gets what they need

Deservedness: You get based on your contribution

9. What is important in your relationship with your employee? How can you trust your employer?

In your experiences with your employees what elements were important to you

10. Do you negotiate the contract with your future employees? How was that experience? Did it feel like a confrontation? Did you feel empowered to negotiate properly?

11. How do you align with the needs/concerns & expectations of your employees?

12. Did you experience any conflicts with your employees during their working experience? Which was the role of the contract?

Employee Questions

1. How much experience do you have with employment contracts?

*Describe it. No experience at all - A lot of experience
The number of contracts they have signed or read?*

2. How was your experience in the process of getting a contract? Positive or negative? Why?

*How do you feel are the experiences you had when getting a contract? Where they positive or negative?
Elaborate*

3. Which are your needs/concerns when you are going to sign a contract? Why?

According to your personal situation

4. Which are your expectations/goals when you are going to sign a contract? Why?

According to your personal situation for example?

5. What elements do you check when you receive a contract? Priorities? Why?

Wage, holidays, Opportunities for professional development (promotion), working environment, flexibility, transparency,

6. What do you perceive as fair in a contract? Is only what the law says? What elements of a contract (wage, holidays, pay equity, etc...) do you pay attention to evaluate the fairness?

Do you only stick to the law?

7. Explain the 3 types of fairness? Ask them to define which model they perceive as more fair applied to a contract

Equality: everyone gets the same

Equity: Everyone gets what they need

Deservedness: You get based on your contribution

8. What is important in your relationship with your employer? How can you trust your employer?

In your experiences with your employees what elements were important to you

9. When you look for a job what elements do you take into consideration? What matters most to you? Why? Did this change over time? Is important for you that your employer is concerned about it?

E.g. Security, Independence, Flexibility, Transparency, etc..

10. Did they had the opportunity to negotiate a contract? How was that experience? Which challenges did they face?

Confrontation? Felt empowered?

11. Did they experience any conflicts related to the contract during the working experience? What role did the contract play? Was it helpful?

Law Expert Questions

1. How much experience do you have with employment contracts?

*Describe it. No experience at all - A lot of experience
The number of contracts they have signed or read?*

2. How was your experience in the process of getting a contract? Positive or negative? Why?

*How do you feel are the experiences you had when getting a contract? Where they positive or negative?
Elaborate*

3. Which are the needs/concerns of employee/employer when signing a contract? Why?

According to your personal situation

4. Which are the expectations/goals of employee/employer when signing a contract? Why?

According to your personal situation for example?

5. What elements are most important when you receive a contract? Priorities? Why?

Wage, holidays, Opportunities for professional development (promotion), working environment, flexibility, transparency,

6. What do you perceive as fair in a contract? Is only what the law says? What elements of a contract (wage, holidays, pay equity, etc...) do you pay attention to evaluate the fairness?

Do you only stick to the law?

7. Explain the 3 types of fairness? Ask them to define which model they perceive as more fair applied to a contract

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9. Did they had the opportunity to negotiate a contract? How was that experience? Which challenges did they face?

Confrontation? Felt empowered?

10. Did they experience any conflicts related to the contract during the working experience? What role did the contract play? Was it helpful?

11. How do you address the legal aspects in the hiring process? What are the challenges in recruiting, hiring and firing people?

12. How do you align with the needs/concerns & expectations of your employees?

Appendix B | Statement Cards & Clustering

Employee

RELEVANT ELEMENTS WHEN SIGNING A CONTRACT

- Companies situation
- Time to think/ reflect on your choice
- Understanding the contract
- Practical Matters:
 - Pay/ Salary
 - Working hours
 - Holidays
 - Wealth-benefits (insurance, car, food, etc.)

Relevant elements when working

- Transparency on the activity of the employer: align values
- Flexibility
- Freedom & Independence: they want to have the freedom to work independently
- Self-fulfillment: employees want to feel they are contributing to the company
 - Opportunity: Employer can show progress or give feedback
- Protection
- Getting working experience
- Promotion opportunities

Concerns of the employee when working

- Integrate in the team
- Meet the expectations of the employer
- Work atmosphere
- Value Alignment with the company

Priorities are defined by the personal situation

Expectations of the employee

- Contract is beneficial for the employee
- The expectations are higher (in terms of compensation) if the level qualification required is higher
- The employer sometimes creates unreal expectations on the employee

Relationship

The relationship is more important than the contract

How the relationship is?

- The labour relationship is like a confrontation where employee thinks he needs to protect himself

How the relationship should be?

- Trust between eachother
- Alignment
- Respect
- Communication
- Loyalty
- Transparency
- Comprehension

Strategies for improving the relationship

- Create alignment
- Listen to the requirements of the employee
- Be comprehensive

Negotiation

Power Difference: employee is in a disadvantaged position

- They are dependant on their personal circumstances

Previous contracts set the standards for the employees

Strategies for good negotiation

- Both parts compromise
- Trust
- Flexibility

Is perceived that the only opportunity for negotiation is before the first contract creation (draft)

- Is the way to obtain the layer of well-being that is not ensured by the law

Employee

RELEVANT ELEMENTS WHEN SIGNING A CONTRACT

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Statement cards

| Employer | | |
|---|---|--|
| Paraphrase | The capabilities of the employee are one of their biggest concerns | |
| Quote | Page n° | The problem is to find talent, there are less and less professionals in the market |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|--|
| Paraphrase | The person values and how that aligns with the company is very important. They need to integrate with the team | |
| Quote | Page n° | What we value the most is the person, and its ability to integrate in the team and knows how to treat the clients. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|--|
| Paraphrase | Hiring someone process is very tedious process (sometimes they outsource it) | |
| Quote | Page n° | We publish online the offer and we receive applications. Afterwards, we select the suitable candidates and we do an interview. When we selected one, we make and offer and send the data to the consultancy. However, this is sometimes a very long and time consuming process so we outsource the recruitment process and mak only a few interviews |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|---|
| Paraphrase | Employees are the image of the organization | |
| Quote | Page n° | When I set up a contract im concerned about how is the person I am hiring. I need him/her to be responsible and comitted. You are showing who you are to your clients through your employee |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|---|
| Paraphrase | I expect that my employees know how to share the knowledge they gain | |
| Quote | Page n° | Sometimes the integration is difficult and people learn but don't share that knowledge with others and they keep it for themselves. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|--|
| Paraphrase | The priorities when finding an employee | |
| Quote | Page n° | What I search on an employee is 1. Responsibility and commitment 2. Skills: ability to perform work efficiently and with good quality 3. Integration with the team: there is a learning curve 4. Similar work experiences and stability in the companies |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|--|
| Paraphrase | They believe in employment sustainability | |
| Quote | Page n° | You have to take care of the good employees, because there is shortage of good quality workers |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|--|
| Paraphrase | Employers are comprehensive with their employees | |
| Quote | Page n° | We have never fired anyone, we try to give several opportunities and see where can the person fit better (change team, project, give advice etc, ...). |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|--|
| Paraphrase | Conflicts are solved with dialogue | |
| Quote | Page n° | Whenever we have experienced any issue we have tried to sit to talk and try to reconduct the situation |
| Space for notes during the session EMPLOYER | | |

| | |
|--|--|
| | |
|--|--|

| Employer | | |
|---|--|---|
| Paraphrase | Hiring is a stressful moment because, in a lot of cases, you you have the urge of covering a position | |
| Quote | Page n° | Usually when you hire someone is because someone has left. It always happen in a bad moment when there is a project or a delivery and you need to comply with the client. [...] The process is stressing because you need to find someone quickly |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|---|
| Paraphrase | The hiring process requires an extra-effort | |
| Quote | Page n° | Usually when you hire someone is because someone has left. It always happen in a bad moment when there is a project or a delivery and you need to comply with the client. [...] The process is stressing because you need to find someone quickly |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|--|
| Paraphrase | The relationship is more important than the contract | |
| Quote | Page n° | [When asking about fairness] More than contract is about professional relationships. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|---|
| Paraphrase | Is important to listen to your employees and meet their needs according to the possibilities. | |
| Quote | Page n° | One thing is what the law says and then you need to listen to their concerns and try to solve them, always regarding the possibilities of the market. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|---|
| Paraphrase | Basic conditions need to be fulfilled and then it should depend on your contribution | |
| Quote | Page n° | The ideal model would be a fixed part and a variable part. There must be some basic conditions and variable conditions. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|---|
| Paraphrase | More freedom and less control in order to build trust | |
| Quote | Page n° | I build trust by giving freedom and not supervising too much. However is important that the goals are met. You give them a goal and then you let them develop it and you create a colaborative ecosystem wo that everyone can help that person (peers and management) Then you try to guide the person. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|------------------------------------|--|---|
| Paraphrase | Trust is an essential part during negotiation | |
| Quote | Page n° | Sometimes the neogitation are difficult but are done between "peers" so there is trust. |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|--|--|
| Paraphrase | Contracts should be the same for everyone in terms & conditions and then hold some personal aspects | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|--|--|
| Paraphrase | In a social enterprise there must be a balance between business strategy and sustainability | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|---|---|---|
| Paraphrase | The employee's growth is important | |
| Quote | Page n° | You need to trust and delegate on the person and also try to guide it to help that person grow. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|--|--|
| Paraphrase | The personal ambitions of each employee are different and is important to identify them | |
| Quote | Page n° | The salary is very personal and their motivation is complex. There are people that get motivated by money, others because they want to have professional growth, others just want power. |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|---|---|---|
| Paraphrase | During negotiation is important that both parts want to seek for the agreement | |
| Quote | Page n° | There are moments during negotiation where people get blocked, and both parts needs to compromise a bit |
| Space for notes during the session EMPLOYER | | |

| Employer | | |
|------------------------------------|---|--|
| Paraphrase | Contracts are something sensitive to deal with because there is a power difference (employer/employee) | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|--|--|
| Paraphrase | If contracts adjust to KPI's they could change on an anual basis and that is very complex and expensive | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|---|--|
| Paraphrase | If contracts are good agreements there can be more investment of the legal team on strategy. | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|--|--|
| Paraphrase | Everyone is based on the same conditions however that is not perceived as the fairest approach but the simplest | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|--|--|
| Paraphrase | Investors also look at the way you set up your contracts before deciding to invest in your company to avoid risks | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|---|---|
| Paraphrase | Employment is perceived as something risky | |
| Quote | Page n° | Impact investors hire law firms for due diligence. Employment has a lot of risk. A lot of litigation. Not right in the contracts [...] You don't pay employees 25% when they are sick you pay 100% because that is what the law says. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | The flexibility was more important than the pay he was getting | |
| Quote | Page n° | I trusted the company because I knew they were flexible and then the pay was not so important. I had other type of benefits like parts of the car. |
| Space for notes during the session | | |

| Employer | | |
|------------------------------------|--|---|
| Paraphrase | If HR management (contacts) is not done carefully there can be a lot of conflicts | |
| Quote | Page n° | When you don't have a good management of HR, it is impossible to fire people. People don't want to talk about it. If you approach fairness: if you don't manage it correct, you cannot work in a team... you don't have and appraisal system, you cannot fire the person. You have to offer them a conciliation agreement which costs a lot of money or wait until the end of the contract. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | The trust on the employer is helps to be satisfied on the position | |
| Quote | Page n° | Is the company's policy to not negotiate and I know that is like a family so there is no need. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | Interviews can be perceived as positive is they are natural like conversations... | |
| Quote | Page n° | The interview was a positive experience, it was deeper than a normal conversation but it still felt like a conversation. I could identify there was an alignment between the needs and the capabilities |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | He trusted the company because he felt listened. | |
| Quote | Page n° | About the working hours they told me we would talk about it when I was there. That generated some uncertainty however, I feel they have into account everything I say so is okay. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Feeling respected by the company helps even if you were not recruited in the end | |
| Quote | Page n° | I sent them the portfolio and they said they didn't have an open position, but that they would contact me when they had something. I felt a bit disappointed but it was okay because I also felt treated with respect and special by the company |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | When there is trust and respect the relationship is good | |
| Quote | Page n° | The termination of the contract was easy. I just notified it to them. It was trust and respect both ways. That's why the relationship worked so well |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Sometimes is more valuable to get experience in a company than the conditions, when there is a low risk | |
| Quote | Page n° | They opened a position and there was an offer, I immediately said yes. I didn't care about the conditions as I really wanted the experience. [...] Also is not a high risk as is part of my studies. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | The dependency on the job helps to make up your priorities. | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The experience of getting a new contract is highly influenced by the motives behind it. | |
| Quote | Page n° | (The experience of getting a contract is positive or negative) It depends on the reason of the change. Some motives were forced, then I'm afraid as I don't know what is going to happen. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | Self-fulfillment by contributing to the company is valuable for the employee | |
| Quote | Page n° | I had different offers but I decided for this job because I thought I could contribute more to this company and that it would made me feel more fulfilled |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Meet the expectations of the employer is a big concern | |
| Quote | Page n° | Meeting the expectations they had put on me was my biggest concern, as it was a new position for that company. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | The previous contract acts as a reference point for the conditions | |
| Quote | Page n° | I was searching for a similar salary than the one I had |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | Get integrated in the team is a concern | |
| Quote | Page n° | Also I didn't know if was going to be able to fit in like and employee. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The negotiation is more valuable than the law | |
| Quote | Page n° | What the law says is not relevant as I assume that is going to comply with it. The important part is what has been negotiated with the employer |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | The personal elements of the employment (relationships, atmospheres and value alignment) are the most valuable | |
| Quote | Page n° | The payment is important, but recognition, personal relationships, working atmosphere and the purpose (values) of the company are more relevant important |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Alignment between employee and employer is very important | |
| Quote | Page n° | Is important that both are aligned. In this type of employment trust is basic, because the boss cannot supervise everything that you are doing and needs to trust on what the employee is doing. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | For fairness basic needs must be covered and the contribution should be on basis of contribution | |
| Quote | Page n° | Equitative system doesn't work. Is an interesting option however some contribute more than others. Is not good that there is so much difference on the salary. There should be limits, not everyone should earn the same but basic needs should be covered. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | Employees also evaluate the company's situation when they take a new job | |
| Quote | Page n° | Is important to make an analysis of the situation of the company as there are no warranties |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | Respect, communication, trust and loyalty are the values of labour relationship | |
| Quote | Page n° | What is important in the relationship with your employer? Respect, communication, trust, loyalty... |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | Flexibility is important in a job | |
| Quote | Page n° | Flexibility is important, however I do work more than they ask me to so is covered from my side |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The fact that the employer did not keep his word on one condition affects the relationship in the long term | |
| Quote | Page n° | I had a conflict with the renting car. We had to change it from one company to another. However, when the moment came the employer decided not to take the contract and just pay for the km instead. I felt bad and I still feel bad about it |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | The expectations that the employee generated on him where not real and that is a source of conflict | |
| Quote | Page n° | During this years I was not able to earn the variable part of my salary. The reason is that there is not enough demand to do so. Therefore, I will leave if the situation doesn't get better with the product. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The transparency of the company with their activity and possibilites is important for the employee. | |
| Quote | Page n° | I never thought that the product I was seeing was a set of screens and not a working programe. When I found out I did not feel good |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The process is stressful, time pressuring and not transparent | |
| Quote | Page n° | Most of the companies nowadays tehy send you an online contract and they give you some time to sign it. Or they give it to you printed and let you two hours to read it and mka ea choice. It doesn't feel write. Is not transparent as the contracts are long and you pressured. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | The pressure to sign the contract translates on lack of trust on the employer | |
| Quote | Page n° | You feel you have the pressure to sign, and there is no trust on the employer because the employer is very abusive in Mexico and the law doesn't protect you as an employee. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | If law is not protected and there is no trust relationship the employee feel in a disadvantaged position | |
| Quote | Page n° | The law doesn't protect you, which is the source of not trust. In Mexico the labour opportunities are limited and therefore I feel in a disadvantaged position. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Practical matters (salary, hours, benefits and consequences)that protect the employee are their main concerns | |
| Quote | Page n° | The first concern in a contract is the salary, second, how many hours I have to work, third the welfare benefits and the consequences when renouncing. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | Transparency on the expectations that the employer generates on the employee is important | |
| Quote | Page n° | Be clear about the conditions that you can give me and on how flexible you are as an employer |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | I should be able to understand the contract. | |
| Quote | Page n° | I expect that the contract is understandable. I had contacts of 3-4 pages and contracts of 30 where they ask me to read it and i get anxious. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | The size of the contract matters | |
| Quote | Page n° | I had contacts of 3-4 pages and that is okey is clear, and contracts of 30 where they ask me to read it and i get anxious. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Equitative contracting is based on the trust of both sides | |
| Quote | Page n° | i thinks that the most fair type of contracting is equitative. Because it is based on the trust that you are going to work and it gives you the opportunity to do so |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | The employee should be responsible of his own contribution | |
| Quote | Page n° | You have the oppotunity to do if you want, you are not oblied to. *What if I contribute less than you do and we have the same conditions?* Is up to you |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Equitative contracting is based on opprotunties | |
| Quote | Page n° | I think that is fair that they give you the opportunity to do it if you want. Which is equitative. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | Everyone should have the same opprotunities in the labour market and that is only possible with equitative fairness | |
| Quote | Page n° | Everyone should be able to have the same opprotunities in the labour market and it happens here where I can decide if I want that opportunity or not. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Millenials are more prone to change job | |
| Quote | Page n° | Is common among millenials to renounce |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | I expect that the contract benefits me and that is flexible | |
| Quote | Page n° | The expectations are that the contract benefits me, that there is nothing shady. I hope that the reality is more flexible than the contract (companies use them as legal shields) |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | The employee perceives that he needs to protect himself from the employer | |
| Quote | Page n° | Is very important the type of contract. Sometimes they make you resign and if you dont they will give bad references about you in the sector |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | He perceives flexibility as a tool against the employer if its included in the contract | |
| Quote | Page n° | Felxibility can be a weapon against the company, if its written in the contract, it should be negotiated in a word basis |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | Believes that everyone should have the same conditions | |
| Quote | Page n° | If one has flexibility all the rest needs to have it too. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Perceives the labour relationship as a continuous confrontation between the employee and the employer | |
| Quote | Page n° | Is more like a confrontation in the contract. You like good if not the next one can take |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | Time (to think) is a key factor to perceive fairness | |
| Quote | Page n° | I perceive that is fair to have time to take a decision in the process, as you might have more opportunities. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | The trust in the relationship is important to gain independence on my work | |
| Quote | Page n° | The relationship should be based on transparency. I need independence and I don't want to here that the fact that you are late is affecting your productivity |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The need for stability changes with age | |
| Quote | Page n° | Im no tin the age of start ups [...] I'd rather have an stable atmospere although I dont like big-corps |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | As a freelance you lose benefits | |
| Quote | Page n° | Millenials are not aware that when working as freelancers they are losing rights like holidays. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|---|
| Paraphrase | The employee doesnt feel empowered to negotiate | |
| Quote | Page n° | I sat down to negotiate a contract and that was not useful because I didnt have power to do so. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Once the contract has been created is perceived as something fixed without any opportunity for negotiation | |
| Quote | Page n° | When the contract is on the table is tooks that is fixed and that you cannot change it anymore |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Negotiation is perceived as a moment of nervousness and anxiety | |
| Quote | Page n° | In the moment of negotation I feel nervous and anxious, as the negotiation goes own you relax a bit... |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | In the negotiation both parts have to compromise | |
| Quote | Page n° | ... but you don't always get what you want and you have to compromise [about negotiation] |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Contracts are not useful when solving conflicts is more about dialogue | |
| Quote | Page n° | I had several conflicts and the contracts were never useful. They have been solved by talking with the responsible people. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | The contract is created to protect the company | |
| Quote | Page n° | I feel in a disadvantaged position. As the contract has been created to protect the company |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Contract symbolizes progress in your professional career | |
| Quote | Page n° | The fact that you are going to sign the contract is positive because it means you continue to work |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Signing a second contract with the same employer is less stressing | |
| Quote | Page n° | How you feel when you sign the contract depends a lot on whether the first contract with that employee you feel more nervous) or if it is a renewal contract |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|--|
| Paraphrase | Is along and tedious process where there is a lack of knowledge | |
| Quote | Page n° | It is boring and the explain you a lot of things in the office... Sometimes I get nervous and I don't know everything. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | The labour agreement is the most difficult part of understanding | |
| Quote | Page n° | The labour agreement is the most complicated part and there are specially tough parts . The contract in general doesn't hold so much information. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | The employee doesn't feel on the position of negotiating | |
| Quote | Page n° | I need the job, therefore, I am going to sign whatever they put in front of me. You (the employee) are not the one that puts the schedule/salary/etc.... |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | Most relevant elements for employee are salary, schedule and working conditions. | |
| Quote | Page n° | The employer is always worried about the money, the schedule and the working conditions, the rest of elements come up later. |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|--|--|
| Paraphrase | The company wants an employee that works efficiently and is cheap | |
| Quote | Page n° | The company wants more for less. That the employee works a lot, does it right, doesn't earn too much and it does not create problems |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|---|
| Paraphrase | Contracts don't hold a lot of info because everything is on the labour agreement | |
| Quote | Page n° | The contracts are usually very aseptic, as they don't hold a lot of information and everything is on the labour agreement |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---------------------------------|--|
| Paraphrase | Law is not always enough | |
| Quote | Page n° | Is not always fair, (what law states) there are categories where the employees don't earn much for all the time they work. |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---------|---|
| Paraphrase | | |
| Quote | Page n° | Equitative would not be possible because not everyone would contribute with what they can. Deservedness is the fairest, depending on your contribution. |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|--|--|
| Paraphrase | The employee is in a disadvantaged position for the negotiation | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|--|--|
| Paraphrase | The labour unions help to align the employee and employer | |
| Quote | Page n° | How do you align the employee and employer? Through the trade unions, the employee presents their demands to the responsible person and then |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|--|--|
| Paraphrase | Contract are created for lawyers not for the parties involved | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | Biggest concern as an employee is to meet the expectations of the employer | |
| Quote | Page n° | When you are hired by a company you expect not to screw it up. You want that they pay and that they don't exploit you. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | You are dependant on your personal circumstances | |
| Quote | Page n° | Everything depends on your need you need to stan with it until you can find something new |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|---|
| Paraphrase | Practicalities which have a direct impact are the most relevant things | |
| Quote | Page n° | The pay is the first thing I check. HOW many hours I work and when. How much is the contract going to last and how likely I am to stay. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|--|-------------------------------------|
| Paraphrase | Promotion options are things you look at on a later stage | |
| Quote | Page n° | Promotions, you look at them later. |
| Space for notes during the session | | |

| Employee | | |
|------------------------------------|---|--|
| Paraphrase | The law is basic but is not enough to warrantee fairness | |
| Quote | Page n° | I don't think that the basic conditions of the law are fair. The labour agreements are important for that. |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|--|--|
| Paraphrase | The expectations are based on the necessary level of qualification. | |
| Quote | Page n° | If it's a contract for 10h as a waiter for a person without qualification, the person does not have expectations. However, if it is for a qualified position, people do have expectations. |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | The collective agreement is the key to solve the conflicts | |
| Quote | Page n° | TAll the faults and penalties are stated in the collective agreement. [...] They are all (the conflicts) solved through the agreement. |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | Interpretations of images are not a source of conflict | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | What is fair in a contract is what allows you to have a living | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | The employee should be protected | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | Understanding and agreement are the basis for a contract | |
| Quote | Page n° | |
| Space for notes during the session | | |

| Expert | | |
|------------------------------------|---|--|
| Paraphrase | Contracting should be proactive and preventing | |
| Quote | Page n° | |
| Space for notes during the session | | |



Appendix C | Brainstorming Session Material

Generative Session

I performed a generative session where I presented a case. There were 9 participants all students of IDE from different tracks. We did two groups one of 5 and one of 4:

"The future of employment contracts and labour relationships"

PRESENT OF THE CASE

Did a small presentation, presenting the case and introducing the topic. They were familiar to legal design thanks to Lieke's presentation

PURGE OF IDEAS

We did a Purge of ideas in relation to contracts and labour relations. In this way they were able to start getting into the topic, becoming more familiar and dropping some preconceptions. Also as an inspiration for the next steps. Took like 5-10 mins

635 BRAINWRITING

The idea is that they brainstorming about specific topics related to the problem defined. They do this by writing ideas on a paper and rotating every two minutes. They use ideas that are already there to build on them and generate new ideas. It helps to sparkle inspiration.

Always regarding the relationship between employee and employer:

- » Values for a good relationship
- » How to create fairness?
- » How to create trust?
- » How to solve conflicts?
- » How to empower the employee?
- » How to align needs and vision?

After that they did a small presentations between the groups so they all got a general idea of what was there and what was relevant or repeated.

SKETCH IDEAL RELATIONSHIP

In pairs they performed an exercise to sketch the ideas future relationship between the employer and the employee (20 mins)

SKETCH CONTRACT

Finally I gave them a template with some content and guidance in order to create visual contracts. The content included the framework form the learning agreement and the basic content categories state by law that are on a contract. (45 mins)

PRESENTATION OF RESULTS

Finally they presented the concepts to eachother.

Session Material & Templates

Problem Definition Template

HOW DO YOU IMAGINE THE
FUTURE OF CONTRACTS &
LABOUR RELATIONSHIPS

BRAINWRITING Page 1

Values for a good relationship

RELATIONSHIP EMPLOYER/EMPLOYEE

BRAINWRITING Page 2

How create fairness?
RELATIONSHIP EMPLOYER/EMPLOYEE

BRAINWRITING Page 4

How to solve conflicts?
RELATIONSHIP EMPLOYER/EMPLOYEE

BRAINWRITING Page 3

How to create trust?
RELATIONSHIP EMPLOYER/EMPLOYEE

BRAINWRITING Page 5

How to empower the employee?
RELATIONSHIP EMPLOYER/EMPLOYEE

BRAINWRITING Page 6

How to align needs and visions?

RELATIONSHIP EMPLOYER/EMPLOYEE

Contract Structure

Contract Template

| | |
|--|---|
| <p> VISION The big picture of what you intend to accomplish together</p> <p> ROLES The duties, responsibilities and commitment of everyone clearly defined</p> <p> PROMISES Specific promises of what everyone will do, results and makes it clear what actions are missing which lead to the desired results and makes it clear what actions are missing</p> <p> TIME & VALUE All promises have deadlines for completion (by when's). The length of time the agreement will be effective is also important. Value is an understanding of who gets what for what</p> <p> MEASUREMENT OF SATISFACION To prevent disagreement, the evidence that everyone has achieved his or her objectives must be clear, direct and measurable</p> | <p> CONCERNS, RISKS & FEARS Discussing fears and risks provides the opportunity to anticipate and prevent some of the challenges that might come up during collaboration</p> <p> RENEGOTIATION Anticipate to circumstances that change. Provide every-one with an exit strategy that they can follow with dignity.</p> <p> CONSEQUENCES Two kinds: when someone breaks a promise (1) and consequences to everyone (2) (even people who are not part of the agreement) if the collaboration does not accomplish its purpose</p> <p> CONFLICT RESOLUTION Agree to step into an attitude of resolution, what will be the process that leads to new agreement?</p> <p> AGREEMENT After discussing the first nine elements, do you trust to move forward?</p> |
|--|---|

Contract Content

Contract Content

| | |
|--|--|
| | TIME Working hours, Schedule, Duration of the agreement |
| | COMPENSATION Work & Wage, Compensation, Anual Leave/ Holidays |
| | LEAVE Parenting Leave, Family Responsibilities, Sick Leave & Injury Benefit |
| | PROTECTION OF THE EMPLOYEE Health & Safety, Employment Security, Social Security, Fair treatment, Trade Union, Forced Labour, Minors and Youth |
| | PROFESSIONAL DEVELOPMENT Promotion opportunities, Trainings, Cross-team interaction |
| | ACCOUNTABILITY Transparency, Employment termination |

Brainstorming session



Appendix D | Text Contract

The undersigned:

[Company name] And this represented by its Executive Director [Name], hereinafter referred to as the employer

and
[name], born on [date of birth] and residing in [PC + place], to [street name + number] hereafter to be named employee

correspond as follows:

Artículo 1 employment contract

The employee joins the employer on [start date] in the position of [job title]. The location is [location] and reports to [position name].

Article 2 duration

The employment contract is entered into for a definite period of time starting on [date] and ending by operation of law without further notice being required, on [date].

Article 3 cancellation

This temporary employment contract can be terminated prematurely by both parties by means of written cancellation with due observance of the statutory notice periods and provisions.

Article 4 probation period

The first month of this employment contract applies as a probationary period, in accordance with the provisions of the Act. During this period the parties may terminate this employment contract for their own reasons and with immediate effect, without further notice being required.

Article 5 hours per week

The working time for the employee is 40 hours (1 FTE) per week. The employee is obliged to perform all work that can reasonably be assigned by or on behalf of the employer. The normal working time within the company is 40 hours per week.

Article 6 salary

The employee receives a gross salary of [€ amount] per month with an employment contract of 40 hours per week.

This salary will be paid to the employee in monthly installments at the end of the month, after deduction of statutory and contractual deductions (taxes, social insurance, etc.).

Article 7 holiday allowance

The holiday allowance amounts to 8% per year on the annual salary. The holiday allowance year runs from 1 July up to and including 30 June of the following year. The right to holiday allowance is accrued in proportion to the duration of the employment to be paid out in May or at the end of this employment contract.

Article 8 vacation days

The employee is entitled to 32 vacation days per calendar year for full-time employment. These vacation days are accrued in proportion to the extent and duration of the employment during the calendar year. Holidays can be taken in consultation with and after permission from the employer.

Article 9 confidentiality

For a proper fulfillment of the employee's activities, the employee will take note of information that is sensitive to business and often as confidential and which relates to the employer's business. This includes technical, financial and business information, models, names of potential customers or partners, (proposed) transactions, reports, plans, market forecasts, computer software, data files, data, technical knowledge or other confidential information belonging to the employer. The employer has invested in obtaining that information and the information may harm the competitive position of the employer if it comes into the hands of its competitors. The employer therefore has a reasonable interest in safeguarding the confidentiality of that information. The employer requires the employee to keep this information confidential, regardless of whether the information is certified as confidential. The obligation of confidentiality rests on the employee both during the employment and after any termination thereof.

Article 10 penalty clause

1. The employer has a reasonable interest in protecting its market position and ensuring continuity of the business. The employer wants to prevent the employee from using the (key) knowledge of the organization of the employer acquired in the context of the performance of his work for the benefit of competitors and / or customers / relations or clients of the employer, without the intervention of the employer. For the aforementioned reason, in addition to a confidentiality clause, a non-competition clause (Article 11) and a relationship clause (Article 12) also form part of this agreement.

2. At the employee's request, the employer may exempt him from the obligations set out in Articles 11 & 12 below or limit or mitigate their operation in another way. Exemption or moderation of the clause will only be granted in writing.

3. A request for exemption or moderation of this clause must be made in a timely manner by the employee, that is to say at the same time as the letter in which the employee terminates the employment with the employer, but in any case before the employee accepts employment elsewhere.

4. The employer will seriously consider a request from the employee to mitigate the non-competition clause and will make a trade-off in which, in addition to the company's interest, the employer will also consider the employee's personal circumstances (for example, if the employee could demonstrably improve his position elsewhere, while that possibility within the own company is limited). In that case, however, the employer expressly reserves the right to demand a written guarantee from the employee and his new employer as a condition for moderation - by signing a three-party agreement to be drawn up for this - that the employee's obligation (s) under the relationship clause (article 12) will be fully met.

Article 11 non-competition clause

1. Without prior written permission from the employer, the employee is prohibited from competing with the employer in any way, either directly or indirectly, during the employment contract and for a period of 12 months after the termination of the employment contract, to establish, to float, to co-float or to cause to float in any form a business competing with the employer's business, or to have any interest in such business or to be employed therein in any way, or for a fee or for free.

2. Contrary to Article 7: 650 of the Dutch Civil Code, paragraphs 3, 4 and 5, in the event of a violation of the non-competition clause referred to in this article, the employee forfeits an immediately payable penalty of 4 gross monthly salaries of the employee for each violation as well as a penalty for size of an employee's half gross monthly salary for each day that the violation continues, without prejudice to the employer's right to claim full compensation instead of this fine.

3. In the event of any violation of the non-competition clause referred to in this article, the period referred to in paragraph 1 is extended by the duration of that violation.

Article 12 relationship clause

1. Without prior written permission from the employer, the employee is prohibited during the employment contract and for a period of 12 months / 1 year after the termination of the employment contract:

- be employed by companies or persons who at the time of termination of the employment contract are client / client / relation of the employer or an affiliated company, or during 1 year prior to this termination client / client / relation of the have been an employer or an affiliated company in any way whatsoever, directly or indirectly, either for a fee or for free;
- work for or on behalf of companies or persons who can be regarded as competitors of the aforementioned clients / clients / relations;
- have any interest in the aforementioned activities or be involved in any way whatsoever, all in whatever way and in whatever form, directly or indirectly, either for a fee or for free;

- to approach the aforementioned clients / clients / relations, directly or indirectly, in his / her own interest or in the interest of third parties, in order to induce them to end the relationship with the Employer or an affiliated company, whether or not for the benefit of a competitor.

2. The employee must generally refrain from any activity that could adversely affect the relationship between the employer or an affiliated company and their clients / clients / relations.

3. Contrary to Article 7: 650 of the Dutch Civil Code, paragraphs 3, 4 and 5, in the event of a violation of the relationship clause referred to in this article, the employee forfeits an immediately due and payable penalty of 4 gross monthly salaries of the employee for each violation as well as a penalty for size of an employee's half gross monthly salary for each day that the violation continues, without prejudice to the employer's right to claim full compensation instead of this fine.

4. For every violation of the prohibitions contained in this article, the period referred to in those paragraphs is extended by the duration of that violation.

Article 13 intellectual property rights

1. The employer is entitled at home and abroad to the patents, arising from inventions, that the employee may do during the employment and during a year after the employment in the technical field in which the employer is working or in that on which the employee works has been employed during his employment.

2. On request, the employee will make all notifications and perform formalities that are necessary to enable the employer to apply for and obtain the patents referred to in the first paragraph in his name, the latter if necessary, after initial applications in the name of the employee, by transfer in the name of the employer. The employee has the right to be listed as an inventor in the patents, if there is a possibility to do so in the country concerned.

Article 14 recruitment clause

During or after the end of the employment, the employee is not permitted to approach employees of the employer, directly or indirectly, both for themselves and for third parties, in order to induce them to terminate their employment with the employer or with a company affiliated with the employer.

Article 15 ancillary activities

During the term of this agreement, the employee will not perform paid or unpaid work for third parties without the prior written permission of the employer. employer can attach conditions to the permission. Failure to comply with this provision may constitute an urgent reason for immediate dismissal.

Article 16 social media

If the employee makes private use of social media, including but not limited to Facebook, Twitter and LinkedIn, any use of or reference to the name of the employer as well as any other expression in connection with the employer or the work must be avoided. The employee must at all times refrain from statements in the broadest sense

of the word that can bring the employer and / or employees of the employer into disrepute or harm the good name of the employer.

Article 17 company car

1. The employer shall make a company car available to the employee under the conditions as stated in the employee's car lease arrangement and known to him upon signing this employment agreement.
2. In the event that the employee does not perform his duties for any reason for a period of 2 months, including but not limited to suspension and incapacity for work, the right to make the company car available shall expire and must, at the employer's first request, be made within 1 be returned in good condition by the employee to the employer. The right to make the company car available is revived as soon as the employee resumes his duties.

Article 18 Dutch law

This agreement will come into effect immediately after signature. The [company name] employment conditions apply to the other provisions.

Documents

The employee declares to have received the following documents, which form a complete and integral part of this employment contract, from the employer. In the event of a conflict between this employment contract and one or more of these regulations, this employment contract shall prevail:

- the company rules
- the pension plan
- the lease car scheme
- Appendix A, addition to non-competition clause

Thus agreed, in duplicate and signed in [place] on [date].

Employer
[Company name]
on their behalf

Employee:

[Company]

[name]

Appendix E | Visual Contract 1



EMPLOYMENT CONTRACT



PARTIES OF THE AGREEMENT

This document contains the agreement for the labour relationship between the following parties:



THE EMPLOYEE

[name],
Born on [date of birth] and residing in [address]

POSITION
[Job title]
The employee will join on [start date], at the location [location]



THE EMPLOYER

[company],
Represented by its Executive Director [name]

SUPERVISOR
The employee should report to [Position name]

The contract needs to be entirely read before it can be signed

 SIGN CONTRACT



EMPLOYMENT CONTRACT



PARTIES OF THE AGREEMENT

This document contains the agreement for the labour relationship between the following parties:



THE EMPLOYEE

[name],
Born on [date of birth] and residing in [address]

POSITION
[Job title]
The employee will join on [start date], at the location [location]




THE EMPLOYER

[company],
Represented by its Executive Director [name]


SUPERVISOR
The employee should report to [Position name]

The contract needs to be entirely read before it can be signed


 SIGN CONTRACT





VISION




According to the 7 principles that are ideal for a labour relationship each of the parties has stated on the level of importance each of these parameters has for their own well-being. This acts as a reference for the other.









| | | | |
|---------------|--|---------------|--|
| TRUST | <div style="width: 40%; height: 10px; background-color: #f47920;"></div> | TRUST | <div style="width: 30%; height: 10px; background-color: #009682;"></div> |
| COMMUNICATION | <div style="width: 50%; height: 10px; background-color: #f47920;"></div> | COMMUNICATION | <div style="width: 70%; height: 10px; background-color: #009682;"></div> |
| RESPECT | <div style="width: 60%; height: 10px; background-color: #f47920;"></div> | RESPECT | <div style="width: 50%; height: 10px; background-color: #009682;"></div> |
| TRANSPARENCY | <div style="width: 30%; height: 10px; background-color: #f47920;"></div> | TRANSPARENCY | <div style="width: 70%; height: 10px; background-color: #009682;"></div> |
| COMPREHENSION | <div style="width: 50%; height: 10px; background-color: #f47920;"></div> | COMPREHENSION | <div style="width: 40%; height: 10px; background-color: #009682;"></div> |
| ALIGNMENT | <div style="width: 60%; height: 10px; background-color: #f47920;"></div> | ALIGNMENT | <div style="width: 50%; height: 10px; background-color: #009682;"></div> |
| LOYALTY | <div style="width: 20%; height: 10px; background-color: #f47920;"></div> | LOYALTY | <div style="width: 60%; height: 10px; background-color: #009682;"></div> |





VISION



According to the 7 principles that are ideal for a labour relationship each of the parties has stated on the level of importance each of these parameters has for their own well-being. This acts as a reference for the other.



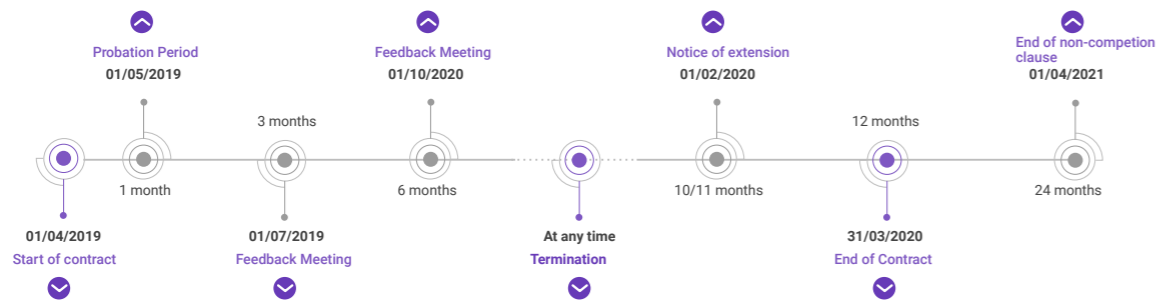




Trust is essential for the employer to delegate work and for the employee to feel safe in the position.

| | | | |
|---------------|--|---------------|--|
| TRUST | <div style="width: 70%; height: 10px; background-color: #f47920;"></div> | TRUST | <div style="width: 30%; height: 10px; background-color: #009682;"></div> |
| COMMUNICATION | <div style="width: 50%; height: 10px; background-color: #f47920;"></div> | COMMUNICATION | <div style="width: 70%; height: 10px; background-color: #009682;"></div> |
| RESPECT | <div style="width: 60%; height: 10px; background-color: #f47920;"></div> | RESPECT | <div style="width: 50%; height: 10px; background-color: #009682;"></div> |
| TRANSPARENCY | <div style="width: 30%; height: 10px; background-color: #f47920;"></div> | TRANSPARENCY | <div style="width: 70%; height: 10px; background-color: #009682;"></div> |
| COMPREHENSION | <div style="width: 50%; height: 10px; background-color: #f47920;"></div> | COMPREHENSION | <div style="width: 40%; height: 10px; background-color: #009682;"></div> |
| ALIGNMENT | <div style="width: 60%; height: 10px; background-color: #f47920;"></div> | ALIGNMENT | <div style="width: 50%; height: 10px; background-color: #009682;"></div> |
| LOYALTY | <div style="width: 20%; height: 10px; background-color: #f47920;"></div> | LOYALTY | <div style="width: 60%; height: 10px; background-color: #009682;"></div> |

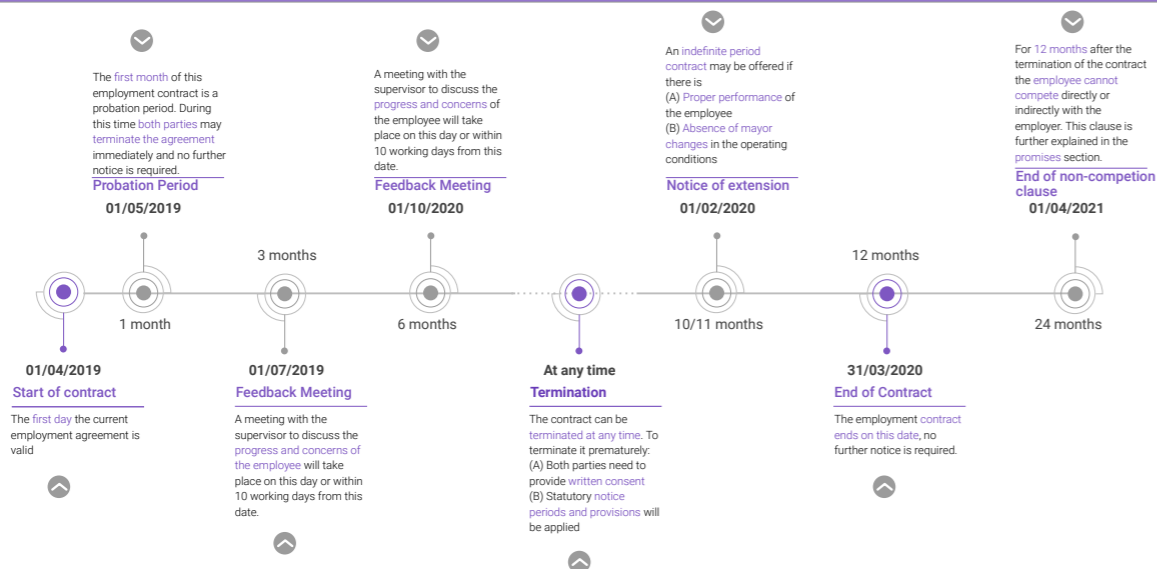
TIMELINE FIXED-TERM CONTRACT: [Start date] to [End date]
The employment contract starts for a definite period of time on [date] and ends on [date]



TIME & VALUE This sections defines the exchange of time and value between the employer and employee.

| OBLIGATIONS OF THE EMPLOYEE | | BENEFITS OF THE EMPLOYEE | | |
|---|---|---|--|---|
| HOURS PER WEEK 40 hours/Week | INTELLECTUAL PROPERTY Transfer of rights | SALARY [Amount] € /month (gross) | VACATION DAYS 32 days / year | PENSION [Amount] € |
| | | TRAVEL ALLOWANCE [Amount] € x Km | VACATION DAYS [Amount] € / year | |

TIMELINE FIXED-TERM CONTRACT: [Start date] to [End date]
The employment contract starts for a definite period of time on [date] and ends on [date]



TIME & VALUE This section defines the exchange of time and value between the employer and employee.

| OBLIGATIONS OF THE EMPLOYEE | | BENEFITS OF THE EMPLOYEE | | |
|---|--|--|--|---|
| <p>HOURS PER WEEK</p> <p>40 hours/Week</p> <p>(A) The employee has to work 40 hours per week. (B) The employee is obliged to perform all work that can reasonably be assigned by or on behalf of the employer. (C) The normal working time within the company is 40 hours per week.</p> | <p>INTELLECTUAL PROPERTY</p> <p>Transfer of rights</p> <p>The employer is the owner of the patents in the Netherlands and abroad of inventions that the employee may do. (A) During the employment in the technical field in which is working during the employment (B) A year after the employment in the technical field in which he was working during the employment. (C) On request, the employee will apply for the patents. If necessary, in his name and later he will transfer the ownership to the employer. (D) The employee can be listed as inventor, if it is possible in the country concerned.</p> | <p>SALARY</p> <p>[Amount] € /month (gross)</p> <p>The employee receives a salary in exchange to be paid: (A) In month installments (B) At the end of month (C) After deduction of statutory and contractual deductions (taxes, social insurance, etc.)</p> <p>Salary Amount Gross salary: [amount]€ Salary prior to deductions</p> <p>Net Salary: [amount] € Salary after deductions</p> | <p>VACATION DAYS</p> <p>32 days / year</p> <p>(A) The employee can have 32 vacation days per calendar year for full-time employment. (B) Vacation days are proportional to the extent and duration of the employment during the calendar year. (C) Holidays can be taken in consultation with and after permission from the employer.</p> | <p>PENSION</p> <p>[Amount] €</p> <p>(A) Maximum pension contribution is [amount]€ per month. (B) The employee contributes 2.6% of his gross salary per year (C) The employer contributes with [amount]€ (D) Administration costs, ANW Insurance and partner's and orphan's pension insurance are not included. These are insured on a risk basis, where the employer pays the premium.</p> |
| | | <p>TRAVEL ALLOWANCE</p> <p>[Amount] € x Km</p> <p>The travel expenses of the employee will be covered: (A) Maximum allowance that can be received is 143€. (B) Public transport costs are fully reimbursed</p> | <p>HOLIDAY ALLOWANCE</p> <p>[Amount] € / year</p> <p>(A) The holiday allowance amounts to 8% per year on the gross annual salary. (B) The holiday allowance year from 1 July to 30 June of the following year (included). (C) The allowance is given in proportion to the duration (D) Will be paid in May or at the end of this employment contract.</p> | |

PROMISES This section narrates the promises made by each of the parties of the agreement

| | |
|---|---|
| <p>Confidentiality</p> <p>The employee will not share any information related to his work or the employer during or after the termination of the contract</p> | <p>Ensure protection of the employee</p> <p>The employer will ensure that the working conditions of the employee are good and that his safety is protected in every moment.</p> |
| <p>Non-competition clause</p> <p>The employee will not start a business or be involved in one which directly competes with the employer.</p> | <p>Provide tools & cover costs</p> <p>The employer will cover the costs of the tools and materials required for the performance of the work by the employee</p> |
| <p>Relationship clause</p> <p>The employee will not work for a competitor or a client in the period of 12 months after the end of the contract</p> | <p>Allow familial conciliation</p> <p>The employer will allow and ensure that the employee is able to conciliate his professional development with his personal life. conciliation</p> |
| <p>Ancillary Activities</p> <p>The employee will not perform paid or unpaid work for third parties without the permission of the employee during the duration of the contract</p> | <p>Allow professional development</p> <p>The employee will be ensured the opportunity of developing professionally.</p> |
| <p>Social Media Publications</p> <p>The employee will not perform paid or unpaid work for third parties without the permission of the employee during the duration of the contract</p> | |

PROMISES This section narrates the promises made by each of the parties of the agreement

Confidentiality

Which information should be confidential?
 All the information which is related to the employer's business and especially if it is sensitive





For a proper fulfillment of the employee's activities, the employee will take note of information that is sensitive to business and often as confidential and which relates to the employer's business. This includes:

- Technical, financial and business information
- Models, names of potential customers or partners
- Transactions, reports, plans
- Market forecasts
- Computer software
- Data files, data, technical knowledge
- Other confidential information belonging to the employer





Why should it be confidential?
 The employer has invested in obtaining that information and the information may harm the competitive position of the employer if it comes into the hands of its competitors. The employer therefore has a reasonable interest in safeguarding the confidentiality of that information.





Promise of the employee | Promise
 (A) The employee promises to keep all the information confidential
 (B) The confidentiality applies during contract and after termination.





If the promise is broken | Consequence
 The penalty clause will be applied.



CONCERNS, FEARS & RISKS
This section narrates the concerns, fears and risks of the parties involved on the contract










-  Integrate in the company >
-  Meet the expectations of the employee >
-  Have good life-work balance >
-  Develop personally & professionally >

-  Protecting market position >
-  Ensuring continuity of the business >
-  Affect the relationship between the employer and his clients >
-  Safeguard the company's image >



CONSEQUENCES
This section explains which are the consequences for each of the parties when the promises made are not fulfilled





-  Dismissal >
-  Compensation of costs >
-  Penalty Clause >

-  Compensation to the employee >
-  Cover extra-costs >

Appendix F | Test 1: HiiL Workshop

Planning

- 5 mins - Introduction of the project
 - Presentation of research results
- 25 mins - Interviewing exercise

Goal: Get feedback on the current prototype

 - 2 mins - Explanation:
 - 10 mins - Round 1 of interviews
 - 10 mins - Round 2 of interviews
 - 5 mins - Gather insights
- 25 mins - Generating a visual contract

Goal: Obtain inspiration on improvements for visual contracts

 - 15-20 mins - Brainstorm & create
 - 5-7 mins - Pitch the ideas
- 5 mins - Final reflection
 - Connect to the employment justice guideline

Materials

- Interview Guidelines: for the participants
- Points for discussion
- Brief for the generation of a visual contract

Interview guidelines

HOW TO INTERVIEW?

First, **explain to the interviewee he is the expert:**

- There are no wrong or right answers
- They are the experts of their own experiences and that you are interested in their personal view on things, not in what they think other people do, think or experience

Second, **ask open questions:**

- Don't ask for what they like or don't like, but let them describe what they do and why they do it like that
- Be curious, be silent just a moment longer so people will elaborate
- Follow up with asking for examples, explanation how they do, describe the context of that situation, describe how they felt/what they experienced
- Close with an open question on what they felt the didn't explain/named yet

Finally **ask for future possibilities:**

- Try to avoid feature description, but more on the problem that they would like to have solved, what their needs are and why the future product/service they describe fulfills that need

POSSIBLE QUESTIONS

- Can you describe the experience with this contract?
- What is your opinion about the structure of the contract: vision, time & value, promises, consequences, etc. ?
- Which are the positive aspects of the contract? Why?
- Which are the negative aspects of the contract? Why?
- Do you believe in its feasibility?
- Can you find any points for improvement?

Questions to trigger discussion

- Feasibility
- Content
- Visualizations
- Structure of the contract
- Vision → which are possible implications of that

Brief for participants

How should an ideal employment contract look like? Which is the most relevant content? And how should it be structured? Create your own version of a visual contract. Afterwards, pitch the idea in a minute.



Appendix G | Test 2: HR Interviews

Agenda for the meeting:

- 15 min Introduction - insights on the hiring process
- 5 min Introduction of my graduation project
- 10 min showing/ click through prototype
- 20 min interview/reflection

Questions for HR department

15 min Introduction - insights on the hiring process

- 15 min Introduction - insights on the hiring process
 - Describe your daily work
 - What do you do?
- Describe the hiring process and on boarding and letting people go (let them map it out)
 - What are your biggest challenges in your daily work?
 - What do you enjoy the most about your work?
 - Signing the contract (more in depth) + Renegotiation

5 min Introduction of the project

10 min showing/ click through prototype

20 min interview/reflection

1. Can you describe the experience with this contract?
2. How did you experience the first page of the contract [Menu page]? Tell more about it
3. How did you experience the [*vision, time & value, promises, consequences, etc*] of the contract? Can you tell more about it?
4. Which are the positive aspects of the contract? Why?
5. Which are the negative aspects of the contract? Why?
6. What are the challenges you expect to implement this type of contract?
7. What type of contract management system do you use?
8. Can you imagine using this type of contract?
9. What do you expect the outcome will be of using this type of contract?
10. Can you find any points for improvement?

Appendix H | Test 3: Online Questionnaire

Questionnaire

Visual Contract Test

Hello & Welcome! First of all, I want to thank you for participating in this test. My name is Andrea Montella and I'm a student in MSc Design for Interaction at TU Delft. Currently, I'm doing my thesis project in collaboration with the company Visual Contracts on "Exploring the Fairness of Visual Employment Contracts". I have developed an interactive prototype of a Visual Employment Contract and created this survey in order to evaluate the experience of the contract. If you are willing to participate in the evaluation here you can find the instructions.

There are two versions of the same contract: one traditional text version and one interactive visual contract. The test will have two parts:

- 1) Explore the contracts (5 mins): text version + visual version
- 2) Fill in the survey (7 mins)

To complete the survey it is necessary that you first explore both versions. You don't have to read everything, just that a quick scan and exploration. Remember that the visual contract is just a prototype, therefore, it is not fully functional, not all the terms have been worked out. It is clickable, so navigate through it to explore it.

This is the link to the prototype, you just have to copy it on your browser:

<https://invis.io/64SGE8QZCKF>

The link to the paper contract is this one:

<https://drive.google.com/file/d/1eatxUvd3HRmCvnaqngRaqtObMUorB9WG/view?usp=sharing>

You can take as much time as you want to explore them. Afterwards, come back to this page to start the survey. Thank you again for participating.

You can contact me at andrea@visualcontracts.eu

***Obligatorio**

Please choose your role: *

- Employee
- Employer
- Law expert (lawyer, judge, etc.)
- Student
- Otro:

SIGUIENTE

Página 1 de 6

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Visual Contract Test

Part 1 | Perception of text contract

Link to the text employment contract:

<https://drive.google.com/file/d/1eatxUvd3HRmCvnaqngRaqtObMUorB9WG/view?usp=sharing>

Considering the TEXT employment contract, rate your perception on a scale from 1 to 5

not understandable 1 2 3 4 5 understandable

attractive 1 2 3 4 5 unattractive

cluttered 1 2 3 4 5 organized

complicated 1 2 3 4 5 easy

inefficient 1 2 3 4 5 efficient

not secure 1 2 3 4 5 secure

dishonest 1 2 3 4 5 honest

untrustworthy 1 2 3 4 5 trustworthy

unfair 1 2 3 4 5 fair

Visual Contract Test

Part 1 | Perception of Visual contract

Link to the Visual employment contract: <https://invis.io/64SGE8QZCKF>

Considering the VISUAL employment contract, rate your perception on a scale from 1 to 5

| | | | | | | |
|--------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|----------------|
| | 1 | 2 | 3 | 4 | 5 | |
| not understandable | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | understandable |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| attractive | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | unattractive |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| cluttered | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | organized |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| complicated | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | easy |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| inefficient | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | efficient |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| not secure | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | secure |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| dishonest | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | honest |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| untrustworthy | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | trustworthy |
| | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | |
| unfair | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | <input type="radio"/> | fair |

Visual Contract Test

Part 2 | Fairness & Understandability

The answer to the following questions is related to the visual employment contract (prototype)
 Link to the Visual employment contract: <https://invis.io/64SGE8QZCKF>

Fairness

1. To what extent do you perceive the VISUAL contract is transparent/honest? Explain briefly why
 Tu respuesta

2. Do you perceive that the VISUAL contract can help to close the power difference between employer and employee? Explain briefly why
 Tu respuesta

3. Do you perceive that the VISUAL contract helps you to evaluate the fairness of the contract in an easier way? Explain briefly why
 Tu respuesta

Understandability

4. Does the VISUAL contract allow you to confidently evaluate the terms & conditions of the agreement? Explain briefly why
 Tu respuesta

5. Is the information displayed in an understandable way? Explain briefly why
 Tu respuesta

6. What things did you not understand? Was there something not clear for you?
 Tu respuesta

ATRÁS SIGUIENTE

Página 4 de 6

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Visual Contract Test

Part 3| Experience - Feedback

The answer to the following questions is related to the visual employment contract (prototype)
Link to the Visual employment contract: <https://invis.io/64SGE8QZCKE>

1. How did you experience the structure of the visual contract [vision, time & value, promises, consequences, etc] ? Please explain your thoughts



Tu respuesta

2. Can you imagine yourself using visual contracts? How does it make you feel?

Tu respuesta

3. Which are the positive aspects of the visual contract (content & structure related)? Why?

Tu respuesta

4. Which are the negative aspects of the visual contract (content & structure related)? Why?

Tu respuesta

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Visual Contract Test

Feedback & suggestions

If there are any suggestions, feedback, opinion or something that you want to add regarding the prototype, the survey or the topic in general, I am very much willing to listen to it. Feel free to add it in the section below

Comments

Tu respuesta

Future iterations

If you are willing to participate and keep up to date on the evolution of the project, please fill in your email.

Email

Tu respuesta

Thank you for participating!

You can contact me at andrea@visualcontracts.eu

[ATRÁS](#)

[ENVIAR](#)

Página 6 de 6

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Results

| TEXT | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|----------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Employer | 3,00 | 4,00 | 2,00 | 2,00 | 2,00 | 2,00 | 2,00 | 2,00 | 3,00 |

| TEXT | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Employee | 5,00 | 1,00 | | 2,00 | 4,00 | 3,00 | 5,00 | 5,00 | 5,00 |
| | 4,00 | 2,00 | 4,00 | 3,00 | 4,00 | 3,00 | 3,00 | 4,00 | 4,00 |
| | 3,00 | 5,00 | 4,00 | 1,00 | 2,00 | 3,00 | 3,00 | 4,00 | 3,00 |
| | 2,00 | 2,00 | 4,00 | 2,00 | 2,00 | 2,00 | 2,00 | 2,00 | 2,00 |
| | 2,00 | 5,00 | 3,00 | 2,00 | 1,00 | 4,00 | 3,00 | 4,00 | 2,00 |
| | 4,00 | 5,00 | 3,00 | 3,00 | 3,00 | 4,00 | 4,00 | 5,00 | 2,00 |
| Average Employee | 3,33 | 1,67 | 3,60 | 2,17 | 2,67 | 3,17 | 3,33 | 4,00 | 3,00 |

| TEXT | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|----------------------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Law expert (lawyer, judge, etc.) | 5,00 | 3,00 | 4,00 | 3,00 | 4,00 | 5,00 | 5,00 | 5,00 | 3,00 |
| | 5,00 | 1,00 | 5,00 | 5,00 | 5,00 | | 5,00 | 5,00 | 5,00 |
| | 3,00 | 2,00 | 2,00 | 3,00 | 3,00 | 3,00 | 3,00 | 3,00 | 3,00 |
| Average Law Expert | 4,33 | 3,00 | 3,67 | 3,67 | 4,00 | 4,00 | 4,33 | 4,33 | 3,67 |

| TEXT | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|--------------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Test Participant | 5,00 | 3,00 | 4,00 | | 3,00 | 4,00 | 4,00 | 3,00 | 4,00 |
| | 5,00 | 5,00 | 3,00 | 4,00 | 4,00 | 5,00 | 5,00 | 5,00 | 5,00 |
| | 3,00 | 4,00 | 3,00 | 2,00 | 3,00 | 4,00 | 4,00 | 3,00 | 3,00 |
| | 4,00 | 5,00 | 4,00 | 2,00 | 3,00 | 2,00 | 3,00 | 3,00 | 2,00 |
| | 4,00 | 4,00 | 3,00 | 2,00 | 3,00 | 4,00 | 4,00 | 4,00 | 4,00 |
| Average Test Participant | 4,20 | 0,80 | 3,40 | 2,00 | 3,20 | 3,80 | 4,00 | 3,60 | 3,60 |

| TEXT | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|-----------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Student | 4,00 | 4,00 | 4,00 | 3,00 | 3,00 | 5,00 | 4,00 | 4,00 | 4,00 |
| | 3,00 | 2,00 | 2,00 | 2,00 | 4,00 | 4,00 | 4,00 | 4,00 | 4,00 |
| | 4,00 | 2,00 | 3,00 | 4,00 | 4,00 | 3,00 | 3,00 | 3,00 | 3,00 |
| | 4,00 | 5,00 | 4,00 | 2,00 | 2,00 | 3,00 | 3,00 | 2,00 | 3,00 |
| | 4,00 | 3,00 | 4,00 | 3,00 | 2,00 | 4,00 | 4,00 | 4,00 | 4,00 |
| Average Student | 3,80 | 1,80 | 3,40 | 2,80 | 3,00 | 3,80 | 3,60 | 3,40 | 3,60 |

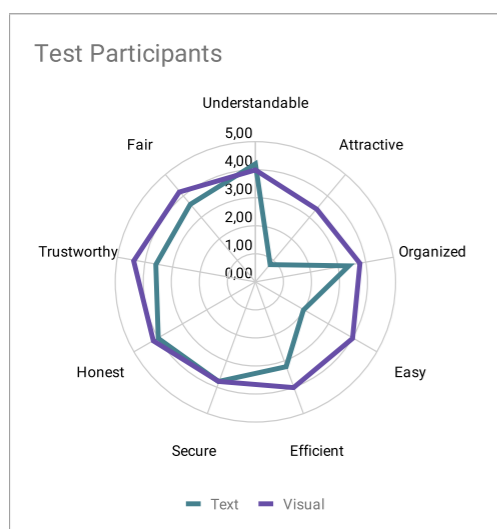
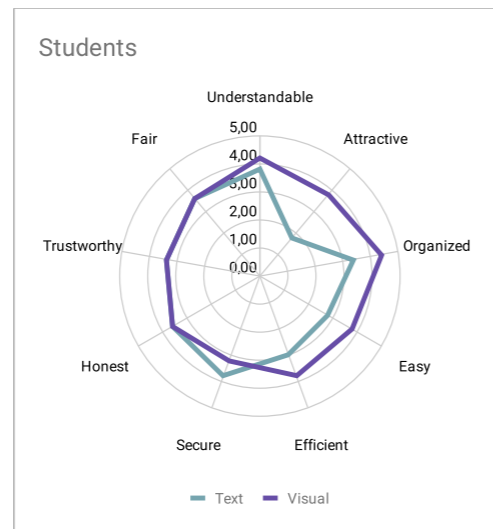
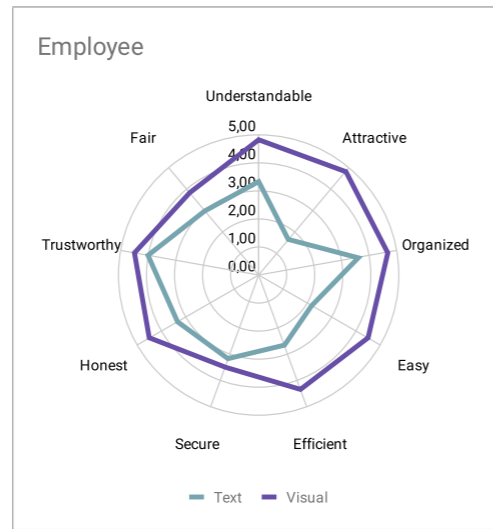
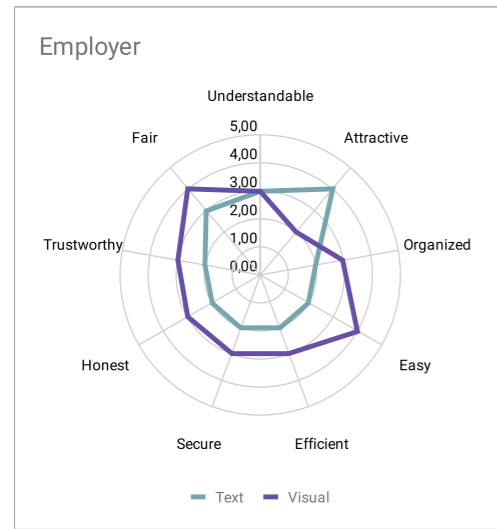
| VISUAL | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|----------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Employer | 3,00 | 2,00 | 3,00 | 4,00 | 3,00 | 3,00 | 3,00 | 3,00 | 4,00 |

| VISUAL | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Employee | 5,00 | 5,00 | 5,00 | 5,00 | 3,00 | 3,00 | 5,00 | 5,00 | 5,00 |
| | 5,00 | 5,00 | 5,00 | 5,00 | 4,00 | 4,00 | 4,00 | 4,00 | 4,00 |
| | 5,00 | 5,00 | 5,00 | 5,00 | 5,00 | 4,00 | 5,00 | 4,00 | 3,00 |
| | 4,00 | 5,00 | 4,00 | 4,00 | 4,00 | 4,00 | 5,00 | 5,00 | 4,00 |
| | 5,00 | 4,00 | 4,00 | 4,00 | 5,00 | 3,00 | 4,00 | 4,00 | 4,00 |
| | 5,00 | 5,00 | 5,00 | 4,00 | 5,00 | 3,00 | 4,00 | 5,00 | 3,00 |
| Average Employee | 4,83 | 4,83 | 4,67 | 4,50 | 4,33 | 3,50 | 4,50 | 4,50 | 3,83 |

| VISUAL | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|----------------------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Law expert (lawyer, judge, etc.) | 4,00 | 5,00 | 5,00 | 4,00 | 4,00 | 4,00 | 4,00 | 5,00 | 5,00 |
| | 5,00 | 5,00 | 5,00 | 5,00 | 5,00 | 5,00 | 5,00 | 5,00 | 5,00 |
| | 4,00 | 1,00 | 4,00 | 5,00 | 3,00 | 3,00 | 3,00 | 4,00 | 3,00 |
| Average Law Expert | 4,33 | 3,67 | 4,67 | 4,67 | 4,00 | 4,00 | 4,00 | 4,67 | 4,33 |

| VISUAL | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|--------------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Test Participant | 4,00 | 1,00 | 3,00 | 4,00 | 5,00 | 5,00 | 4,00 | 5,00 | 4,00 |
| | 4,00 | 5,00 | 5,00 | 5,00 | 4,00 | 3,00 | 5,00 | 5,00 | 5,00 |
| | 4,00 | 5,00 | 4,00 | 4,00 | 4,00 | 3,00 | 4,00 | 4,00 | 4,00 |
| | 4,00 | 4,00 | 3,00 | 3,00 | 4,00 | 5,00 | 4,00 | 4,00 | 4,00 |
| | 4,00 | 2,00 | 4,00 | 4,00 | 3,00 | 3,00 | 4,00 | 4,00 | 4,00 |
| Average Test Participant | 4,00 | 3,40 | 3,80 | 4,00 | 4,00 | 3,80 | 4,20 | 4,40 | 4,20 |

| VISUAL | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|-----------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Student | 4,00 | 4,00 | 4,00 | 3,00 | 3,00 | 4,00 | 3,00 | 4,00 | 4,00 |
| | 4,00 | 1,00 | 4,00 | 2,00 | 3,00 | 2,00 | 4,00 | 3,00 | 5,00 |
| | 4,00 | 5,00 | 5,00 | 5,00 | 5,00 | 4,00 | 4,00 | 3,00 | 3,00 |
| | 4,00 | 4,00 | 4,00 | 4,00 | 4,00 | 3,00 | 3,00 | 3,00 | 3,00 |
| | 5,00 | 5,00 | 5,00 | 5,00 | 4,00 | 3,00 | 4,00 | 4,00 | 3,00 |
| | 4,00 | 4,00 | 4,00 | 4,00 | 4,00 | 4,00 | 3,00 | 3,00 | 3,00 |
| Average Student | 4,20 | 3,80 | 4,40 | 3,80 | 3,80 | 3,20 | 3,60 | 3,40 | 3,60 |



Cycle 01

| | 1. To what extent do you perceive the VISUAL contract is transparent/honest? Explain briefly why | 2. Do you perceive that the VISUAL contract can help to close the power difference between employer and employee? Explain briefly why | 3. Do you perceive that the VISUAL contract helps you to evaluate the fairness of the contract in an easier way? Explain briefly why |
|--|--|---|--|
| Employer | the visual contract feels transparent/honest because everything is organised and visually easy to understand. It's still a big document that needs attention, but not as much as with textual document. | In my opinion there shall always be a power difference, but by being transparent there could be a better mutual understanding and respect. | because of the layout, it is easier to read and evaluate. You still need to put effort into it, but, again, not as much as with a 100% textual document. |
| Employee | Clear overview. And comparison is possible. | What power difference? | No. Since you need a "baseline" of what is fair to be able to judge to contract on fairness. Only the trade off between what the employee will do and what the employer will do/give can be judged |
| | It is easy to navigate through and gives a clear explanation of the terms of the contract. | To some extent. Often disputes arise out of specific terms of the contract. Understandably, this is just a prototype so it explains primarily the basic conditions. I think it would be useful to try and visualise more complex conditions such as non-compete clauses to see if it is feasible to explain these better. | Yes, it gives good insight and overview of the mutual expectations. |
| | because it is understood that the contractor make an effort to make the contract as transparent as possible. | Yes, because it conveys more trust between the parties. | Because it's better understood |
| | I think it's more transparent because the information is more clear and it seems that it talks to you in a more friendly and closer language. | I think it can help to reinforce that fact. However, if the company doesn't have that kind of "fair" values it can always be reflected as well... For example, I realised in the vision section that the company expects me to trust them more than they will trust me, that made me wonder why. Automatically I made a comparison between both sides and since it's not justified made me suspect a bit. | Yes. Since the information is more understandable you feel way more in control than in the conventional one. Therefore you can evaluate better how fair it is. |
| | We are used to sign contract in the paper way (we think that the contract are something serious), but sometimes is better to find something attractive rather than something very long and "boring". In the Visual one you have classified all the things in groups, however it seems that in the contract there is more information than in the visual one. | Yes, in the visual one you can see that both parts (employee and employer) have things to do, benefits to get, etc. And this is very important from the point of view of the employer, I mean, if I see the things that I have to do only I think that the employee gets benefits from me. But from the point of the visual contract it is clearly shown that both parts have to do things. | Yes, as I have explained previously you can see what are you going to get with the job you do and you also see the things that the factory have to do. Because nowadays we are used to see what we have to do, but not the other "hidden" part. |
| | it is easier to visualize the key points of the contract and that makes it more honest as the company does not want to hide anything from you | It is less complicated to understand so the employee would not have as many questions of what it is the contract restrictions | It helps in the understanding so the employee can judge every point of the contract and its fairness |
| Law Experts | Makes easier for the employee to understand what to do and what he can expect to receive | Yes, because employees do not have legal knowledge, and with the references included in contracts of too many laws, difficult the understanding for employees, and at the end they signed any kind of legal drafting, just to have a job, without even understanding all the implications. | the layout of your contract is very good as it shows a parallel on employees obligations and employer obligations, benefits. is easy to understand that the employer is also giving something beyond the salary, I guess is even better for both parties, as the usual written contract does not show the commitment of employees with employees training. |
| | It is amazing. Possible to find any information easily. It doesn't hide any information instead it points out every important detail. | Yes, I do. Employers mostly have lawyers who is doing these legal works for them, therefore they don't even have to understand these contracts. However, employees are mostly on their own, and I believe this way of presenting contract is really amazing for an employee to understand everything. | It is related to my second answer. Again, it is more fair because it balances powers of employee and employer. I like how everything is clear and pointed out in a good way. |
| | Better way to understand both parties obligations and responsibilities. | Not necessarily. In any case, employer and employee will have a power difference. This comes naturally from the type of subordinated relationship. What you can reduce is the lack of understanding of both parties obligations and responsibilities, and labor rights. | Creates a visual balance between both parties obligations and responsibilities. |
| User Test Participants | is transparent because I know the info is there | Definitely, allows for renegotiation | I can make easier a comparison |
| | In the way it presents the information highlighting key points | It can provide the agreement with equity and alignment which in some cases weighs more for the employer | I consider that having the information presented in a visual manner, provides piece of mind which is easier to digest compared to the traditional written form. |
| | yes, because it is good that illustrates important aspects of the contract and since it makes it easier to see important things I perceive it as a transparent contract | yes, because it also considers my concerns about joining the company | yes, because it almost always compares the company and me as if it was a balance (unable balanza) |
| | it doesn't allow me to sign the contract before I see all of the articles | yes, because it clearly shows me what's my benefit and what's the employers benefit, so I feel like we are equal, this agreement is for both parties. | not really. I think to make such an evaluation I need to have some law knowledge. |
| Students | I trust the visual contract on transparency and honesty as they lay out all information quite clearly. | I think I would, shows the companies effort in communicating information to me and being clear about my offer | Not entirely because I don't know of the legality of the visual contract |
| | I think transparency is linked to the (overall) way in which the employer communicates with the employee from the beginning of and all along the contractual relationship, so any attempt to ease the understanding of the contract is a good sign of honesty. I'm concerned, though, that the VISUAL contract may not be the optimal solution for all employees. I mean, isn't there an assumption that everyone likes pictures above words? In my case, even if I'm a visual person, I wouldn't like pictures to replace words or even text. I think it could lead to risky misinterpretations. And then, I would say that transparency and honesty have to be shown consistently in all the interactions with the employees, not only in the contract. If a company presents me the employment contract in this way, I would expect the same type of communication in all the interactions with my employer; if not, I think I would feel played and my trust in the company would plummet. | As previously said, I think the contract isn't what sets the level of trust or even the power difference between the employer and the employee, but the way the employer treats the new employee and the organizational culture that can be observed during the probation period. In my opinion, the contract is a formal administrative task that you must go through if you want to be employed. I'm going to put an example and try to illustrate that. If I sign this type of contract (and I'm going to assume I feel like this is a very welcoming and inclusive workplace) but after a week of employment my manager or even the employer doesn't treat me well, my psychological contract will be broken. | I don't really know how to answer this, because fairness it's a very tricky word. I would need a definition. When talking about fairness in Human Resources, we talk about procedural, interactional and distributive justice, and only the interactional one would apply in this situation (as the employment contract is supposed to be a confidential document between the employer and the employee), which in this case, relates (again) to the interaction/communication between the employer and the employee |
| | It has all the information, although you might miss one of the blocks or one of the tiny boxes or pieces of information. That makes it less transparent for me. | Yes, it looks more attractive and that the employer has put more work in employing the employee by making the contract visual. | Not really. As mentioned under 1. |
| | Not sure | Not sure. | It looks that way. |
| | The visual contract breaks down key information in an easy to comprehend manner | It creates a transparency. Most employment contract are written in a language used mostly by lawyers or high intellectual professionals. Visual contract can aid people understand the terms and work agreement in an understandable manner. | In a way, yes. Breaking down the terms of agreement in an easy to understand manner can increase fairness. As such, people could easily comprehend the provisions of contract and contest if there's any perceived issues. |
| Making visually clear what is inside the contract might make it appear more honest. This way all aspects are communicated in a better way. | The contract is only one part of the whole contact with employer and employee. It can be a step towards closing the power difference, but for the whole experience further aspects would need to be considered like how does the employer treat the employee during work? | The visual aspect enhances the communication aspect and might make it fairer. | |

| | 4. Does the VISUAL contract allow you to confidently evaluate the terms & conditions of the agreement? Explain briefly why | 5. Is the information displayed in an understandable way? Explain briefly why | 6. What things did you not understand? Was there something not clear for you? |
|--|---|--|--|
| Employer | yes, again the layout and visual representation helps with understanding. | the layout gives the information different hierarchies wich makes easier to understand. Not everything looks the same. | the indications on the timeline should be better. All the point look the same, thus making it a monotone. |
| Employee | Not more than a "text on paper" version. | Yes. Clear subjects, promises, concerns etc. | How do I get a hardcopy out of the web based visual contract? I would like a physical contract next to a digital one. |
| | I believe the visual contract should entice you to read also the written contract, at least point to the most relevant clauses. As a stand-alone document, I do not think it is sufficient to evaluate, but it is a very useable tool to assist with it. | Yes. | Nothing, but I am a lawyer by background.....;-) |
| | to the extent that the contract is better perceived, it will be perceived with more confidence | Because the information is more compartmentalised, more graphical, simpler. all this contributes to a better understanding. | Generally speaking, I have understood it. Another aspect to bear in mind is that a contract in text mode costs more to read, I suppose because we are not accustomed to the specific language used. In graphic mode, I think there's an effort to use a simpler language. |
| | Yes, because I can look at it in a private environment. But I guess the confidentiality when reading would be the same as with the conventional one. (Maybe a difference could be that with that one I have the option of lowering the brightness of the device I'm looking at and that makes it less readable for the people around) | Yes. I liked how everything was organised in the left side and you could click and navigate through it. | I think I understood everything despite of the vision, because it made me feel there are some expectations going on but they are not justified |
| | Yes and it is very well organized and shown very briefly. | Yes, and it is helpful that the different aspects are group together in the way that you can find easily any information you want. | Maybe in the vision part, I will put the percentage in the trust, communication, respect, etc parts. Because we can see in the rectangle colored but we can not imagine the percentage and I think it will help |
| The employee does not need that much time in reading the contract and can have a faster decision when signing the contract | Every topic that is in every slide is coherent and related to each other so all the same topics are in the page that it should be | the concerns, fears and risk part was a bit messy and difficult to approach in the visual contract, most probably as the information there is not that visual and to find the point that concerns you need to spend more time in reading the headlines | |
| Law Experts | more or less, for instance the IP part is not clear (is a very specific topic, I understand) but in cases like this, is quite complicated to summarize the understanding for the employee. I consider that at the end, since there is a lot of additional things, those things (restrictions, obligations, conditions, which are hard to easily explain) at the end are not clear for the employee, as in the written contract. | yes, totally with exception of the timeline. As I said, because makes a parallel between the parties. | As a lawyer and employer, it was understandable for me, But with my experience, I guess that the time line is confusing for an employee, the other parts are OK, but as I said, there are still some info (specialized one) that has to be explained better to employee and I see that is quite difficult with a written or visual contract, both of them. But of course this visual contract is better for employees and forces employers to be more clear. |
| | Yes it does. It is possible to find any of the terms easily and with the plain language it is understandable. | Yes it is. | Everything was clear. Thank you so much for the effort and amazing job! |
| | Yes. Lets you navigate quickly through the different terms and conditions without necessarily have technical legal knowledge. | Yes. Personally i would use other colors, but the set up looks really smooth. | All clear for me. |
| User Test Participants | yes and no, the terms used to label each section is subjective | yes and no, maybe the explanation of the overall section could be displayed better | the actual meaning of the terms |
| | The fact that the different blocks are clickable and they provide additional information provides the contract with a higher level of clarity and neatness than the written manner. | yes, it has a consequent flow which guides the user through the process, but it can also have a difference between blocks of information | the NDA and the specific details once the employment period ends |
| | i don't know, perhaps the company can track where in he contract i spend more time reading it. | yes, the colors, the arrangement of the elements, and the different typography makes it understandable | I am used to have the home button in the top left part |
| | i wouldn't say it help me to better "evaluate" but "understand". still i feel like i can not have any influence on the contract, so i can only accept it or reject it. | yes. i really like the fact that information is clustered. you can understand the agreement even if you don't know some terms or words written there. | i can not recall anything particularly. |
| | Yes, i see structure in the different parts of the contract | yes, because I can see it easily | the comparison between the values of the company and me |
| Students | It does help to identify some of the terms, but it would be better to evaluate that in the final prototype | I have accessed the VISUAL contract through a smartphone, and even if I don't know why, I could only see half of the screen. I would say, though, that the information is displayed in an understandable way, specially the timeline. | I think everything was quite clear |
| | More confidently: yes probably. Even though you might miss a box, the rest is very well organized and you can read everything in sections and you are guided by visuals. | Yes and no. It takes a bit of searching to understand where everything is and what everything means. There is a lot going on. With a textual contract you don't have that. | No, looks really good Andrea ;). |
| | In some way. | Yes. The categorizing is very effective and succinct. | I think that there is an error in the way that the rating scale is arranged on your second page. The order of the words 'unattractive' and 'attractive' need to be re-arranged. Also some words need to be translated from Spanish to English in the first contract. |
| | Yes. Using visual contract would allow anyone to easily understand the terms of conditions and argue the fairness of such contract. | I think the use of visual and easy to understand words make the information accessible | N/A |
| | Yes. You can go through the different parts of the contract and then decide by yourself if you think it is fair or not. | Yes, it is. The headlines make it easy understandable. The colours differentiate between the different topics. | It was clear. |

| | 1. How did you experience the structure of the visual contract [vision, time & value, promises, consequences, etc] ? Please explain your thoughts | 2. Can you imagine yourself using visual contracts? How does it make you feel? | 3. Which are the positive aspects of the visual contract (content & structure related)? Why? |
|---|--|---|---|
| Employer | good | yes... less effort in getting to understand the contract | that both parties are represented |
| Employee | Clear. | Only as a reference after signing the contract. | test devided in subjects. This is what the employee gives and this is what the employee gets. These are the employee rights and these are the employers rights. |
| | It give a pleasant impression. Not only is information transmitted in a clear way, but it also has a "feel good" factor. A company that is thoughtful of its employees. | Yes, as a supporting tool for the written contract. | A pleasant structure to navigate through, a positive impression of the company and how it probably treats its employees. |
| | Generally speaking, these are the big chapters expected from an employment contract. | Yes, I do. I think it's perfect. Anything that makes this type of text, which is usually little comprehensible, easier to understand, seems to me to be the right path. | More structured content and simpler language. |
| | I think it goes to friendly to serious. I guess it makes sense because you start with easier things to understand and you finish with the maybe more complex content. | I can, I think would be happy using it. I think is less time consuming, more enjoyable and clear. | First of all that is visual and that makes it very clear, it makes it enjoyable (not boring at all) and clear. |
| | It is group in an easy way and the images helps a lot. I think that this pictures is very important to the fact of the inclusivity. | Yes, because nowadays we use more and more the mobile phone, tablets, computers and anywhere you are if you have any doubts about your contract you can have it. | That is very visual and you can find easily any information you want in any moment (because we have the mobile phone in our pocket) |
| It is clear and easy to navigate through the needed information | I believe it is a great way of get through the contract though I think as for now we are not used to this kind pf contracts and some future employees would feel that the company is not that professional. But I would definitely feel more secure as I would understand all the topics in it more easily. | The structure is easy to follow and it covers all the pain points of the employee | |
| Law Experts | Everything is OK, but the vision at the beginning (and I understand is there is no other place) perhaps distracts the employee for very important information ahead. Having in mind that people has a little concentration and at the end is worst when doing a task. | Yes, is my dream also, Makes me feel happy. As an employer makes me feel more committed and as a lawyer, hopeful. | the layout, was the best part for me, in addition, I see that you were able to summarize the different sections in a few slides, great. In fact, when checking the written version, (that I am used to) I found somethings and said "it was not in the visual version", then get back, checked and yes, they were there. Interesting, perhaps as a lawyer I am not used, yet, to see things in a different way. |
| | It was possible to understand what is what but maybe it would be better to see what i can find inside each content as a review when i move the mouse on it.(if possible) it can be short explanation etc. | I can feel myself using this because I'm a young lawyer. I am not sure about old ones to be as open-minded as younger ones. | It is easy to find whatever I want to read as a person who knows where to find needed information. It's easy to follow. I don't have to skim the whole contract to find particular information. It is more attractive than a traditional one. One would like to read it even though he/she is not a legal person. |
| | Clearly ordered. Maybe numbers or letter would help to navigate. Arrows maybe? In general i think structure is great. | Yes. Legal information design not only works for contracts, but could also be used to create legal experiences working with clientes to approach meetings in a complete different way. | Better way to understand legal content. Faster way to navigate contracts. Easier to accept for non legal parties. |
| User Test Participants | subjective | Yes the company is presenting as a more fair by exposing every label | the value of edit, compare and renegotiate |
| | It has a clear flow which is connected step by step. When you click on each block the information is extended and clarifies the possible mismatch of the words used such as, concerns, fears and risks. | Yes, I would feel more calm while going through the process in the sense of missing relevant information which can be stated under other layers of information. | That you have a story line which builds upon the next and provides clarity along the process. The easiness to identify relevant information and explore the concrete meaning of the terms used. |
| | i like that it is somehow clustered | yes, it makes me feel that i am also being considered in the contract (like my concerns fears etc) | the segmentation of the information |
| | to be honest, they are not explanatory enough. i would like to see penalty for example under the risk but they are in consequences. also, vision is a bit irrelevant info here even tho i find it valuable. | yes i can. although it seems safer to sign compare to conventional one, still i would like to have a paper copy one because there is not a risk of signing things by accident, like you click on sth by accident in digital platforms. | clustered information + showing pros and cons of both parties |
| | Very logical | Yes, given how many contracts I sign, I loose track | comprehensive and information on demand |
| Students | I think it's well organized, though, I couldn't understand the Vision part at the first glance (I think the picture may be the reason) And then, I feel like there's something missing, I think it would actually be the first thing I would click on, and it's the "what do I get?" part (salary, benefits, etc.) | As a potential employee, I would be sceptical at first, and as I have previously said, I would expect the employer to continue communicating with me following the same standard. As a potential HR professional, I think the answer is more complicated. It all depends on the cost, administrative work and most importantly, the organization's managerial strategy and goals. | It may help employees that are visual learners to retain key information in the contract |
| | The categories were clear. It is not really clear what every particular category means and what is all within it. | Yes, it is much more empowering than such a boring textual contract. | I like how you can focus on one section only and see that you have read everything or not. |
| | Did not really like the colour selection. Also all of the icons did not match the corresponding topics. | I prefer the hard copy document personally. | It is visually appealing and appears to be simply. |
| | I think it was very unique and appealing. The use of visual contract makes the terms and agreements easy to understand | If it is accessible to me, absolutely. In a rapid and ever changing world, sometimes people do not have the time to read pages after pages of a contract. Visual can propose an alternative to that issue. | Easy to understand and appealing |
| | It's another structure than usual contracts. But it's nice as an employee to see the process clearly, the value that you will get becomes more clear, and fears and risks than in common contracts. | Maybe. You would need to communicate really well the user value. Show test results that employees feel more secure afterwards. It also would depend on the price. | Visual communication helps to perceive information quicker. |

| | 4. Which are the negative aspects of the visual contract (content & structure related)? Why? | Comments |
|-------------------------------|--|---|
| Employer | it could be conceived as chaotic but that could be the result of visual contacts being new. | really look at hierarchy and don't forget the text. This might be a visual contract, but the text should have just the same attention as the visuals. |
| Employee | Only digital. I do not have a hardcopy for when "shit hits the fan" | Make it available in both dutch and english. I understand that is not feasible right now. :) Reason: most people do understand english well enough. Others might feel excluded if Dutch is not available. |
| | Maybe a bias as a lawyer, but a slight concern that I have missed something if I haven't gone through the whole contract. | I think it is worth exploring visualising the more complex terms in contracts (e.g. how does the non compete work exactly, what do I pay exactly and what do I get eventually as a pension, etc.) |
| | Perhaps, there may be a formal aspect. Perhaps people expect to find a more formal text contract, and this type of contract is seen as less serious. I suppose it would be a matter of being sure, that it has the same validity, as a conventional or traditional text contract. | I think you're doing a great job and I encourage you to keep working and perfecting the contract. |
| | I would re-think the way of presenting the vision to make it more clear maybe avoid comparisons or if there are comparisons make sure they make sense and also make happy the future employee. Maybe a video could be a good option (but I don't know if it would make it less professional) | |
| | That we are used to sign this type of things in paper, but I think that the society can change its mind because of the technological era. | |
| | I don't understand the bars of the vision part it is a bit unclear what they mean. | I would explain a bit more the vision and the concerns part as it is still a bit unclear but otherwise is a great change in contracts |
| Law Experts | I find myself question gin where to start. The values are so important and yet, as I said, perhaps in the first place should be more relevant information (from the contracting point of view), perhaps is just my lawyer mind talking. As I said in the comments, to use a different approach is going to improve it, as you will be talking directly to the employee, you should you will receive, you are entitled to... give even more confidence to employees and perhaps invites them to fully understand the visual contract. | Congratulations, as a lawyer, and also specialized in labor law, I understand how difficult it had to be to make this version, including so much information in a summarized and attractive way. Just check my tips on the third/first person, and also regarding the tim line (the center is a termination that could happen..or not...at any time. confusing in my opinion. |
| | It is not possible to find special words for example by using only CTRL F. If I don't know where to find something, I need to check all of the pages. So maybe it would be nice to have a search option. (on the right corner for example) | It is amazing! Thank you for your effort and good work! |
| | If not well designed, could not be taken seriously at first. Impact on graphic design patterns is relevant and should be taken seriously before presenting to a specific target. | Congratulations! Great project. Definitely has a lot of potential to integrate with legal tech solutions and automation for documents. |
| User Test Participants | subjective terms | subjective |
| | You have to understand the structure and get used to it after embedding it in a bigger scale but it is part of the transition. You can still feel the need to have a hard copy of it which means that the sign weighs more for the hardcopy than the digital mean. | I like the fact that the process is explained in different stages, for some of them as mentioned during the interview I would recommend to add blocks in order to explain what they mean. |
| | perhaps if you need to look for a specific term and you don't know exactly where it is it can be time consuming | vas super bien :) avisame si te puedo ayudar en algo mas |
| | being digital i guess because of the same reason i stated above. you can click on things by accident. at least i feel like that. | i feel like i mentioned everything in the interview so good luck babe! |
| | It sometimes is a bit too playful for my taste | |
| Students | It may lead to risky misinterpretations and it may not be a suitable solution for everyone | I think I have already written way too much, I'm sorry for that :S |
| | You don't really know if everything is there that should be in the contract. Is something missing? How do you search for words? How does it know that you read everything or maybe per accident skipped one. | I think it is great to think about visual contracts, I have been through a lot of textual contracts this year and it is so tedious. But I always want to read literally every word just in case I missed something. That could be bettered through using a visual contract. Good job Andrea! The visuals look good. |
| | N/A | |
| | Maybe try out different visual styles and see how people react to it. | |

Appendix I | Test 4: User Test

USER TEST SCRIPT

Introduction: 2 mins

- Thank you for participating
- My name is Andrea Montella and I'm a student in MSc Design for Interaction at TU Delft. Currently, I'm doing my thesis project in collaboration with the company Visual Contracts on "Exploring the Fairness of Visual Employment Contracts".
- The goal of the test is to evaluate the fairness and the understandability of this two contracts
 - Text
 - Visual
- These are two versions of the same contract and you will explore them and then you will answer some questions related to it.
- The test will take around 30-45mins
- You are free to leave at any time

Exploration & Discussion of the prototypes (5-15min)

- Can explore them freely in the order you want
- Remember that the visual is interactive and that is a prototype so is not complete
- They are two versions of the same contract
- Remember to talk out loud

Understandability Test (10min)

- The goal is to evaluate how understandable these versions are.
- I'm going to time speed in which you answer each question
- Please do not feel pressured, remember that the goal is to evaluate the understandability and not your abilities

Answering the online questionnaire (5min)

- Answer the questions and let me know if you have any doubts
- Answer freely

COMPREHENSION TEST

Name:

VISUAL CONTRACT

1. **During the probation period the contract can be terminated**
 - a. with 1 week notice
 - b. immediately after informing the employer
 - c. only if the employer agrees
2. **If the employee creates a patent related to the company's activity after 8 months since end of the contract...**
 - a. The patent belongs to the employee
 - b. The patent belongs to the employer
 - c. The patent is shared between both
3. **According to the relationship clause the employee can work for the competitors only after 12 months since the end of the contract?**
 - a. True
 - b. False
4. **How many hours per week does the employee have to work?**
 - a. 32 hours
 - b. 38 hours
 - c. 40 hours
5. **What happens if the confidentiality clause is broken?**
 - a. The penalty clause is applied
 - b. The employee is immediately dismissed
 - c. The employee has to pay the amount of three months gross salary

COMPREHENSION TEST

Name:

TEXT CONTRACT

1. The employee can publish any the information related to the company on social media?
 - a. True
 - b. False
2. If the non-competition clause is violated the employee can discuss with the employer the application of the penalty clause?
 - a. True
 - b. False
3. Which is the duration of the probation period?
 - a. 1 week
 - b. 1 month
 - c. 3 months
4. The relationship ancillary activities clause prohibits..
 - a. The employee to search for jobs in other companies
 - b. The employee to work for other companies during the holidays
 - c. The employee to work for other companies without consent
5. The intellectual property of the patents belongs to the employee?
 - a. True
 - b. False

COMPREHENSION TEST RESULTS

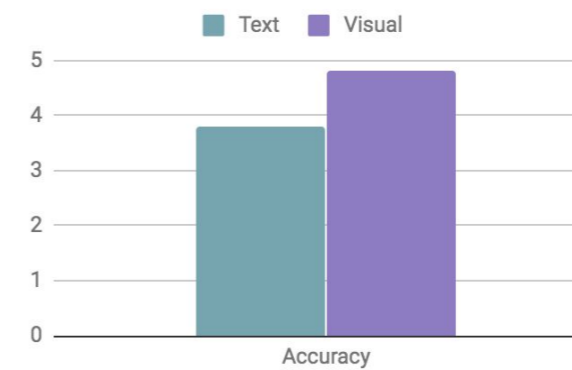
The participants took a comprehension test of five questions. Here below the results are presented.

TEXT

| Participant | Q1 | Q2 | Q3 | Q4 | Q5 | Average | Accuracy |
|----------------|----|-----|----|----|----|--------------|------------|
| Participant 1 | 56 | 60 | 10 | 36 | 28 | 38 | 4 |
| Participant 2 | 38 | 97 | 30 | 72 | 26 | 52,6 | 4 |
| Participant 3 | 25 | 30 | 12 | 35 | 14 | 23,2 | 5 |
| Participant 4 | 36 | 143 | 8 | 41 | 34 | 52,4 | 3 |
| Participant 5 | 16 | 46 | 8 | 22 | 11 | 20,6 | 3 |
| Average | | | | | | 37,36 | 3,8 |

VISUAL

| | Q1 | Q2 | Q3 | Q4 | Q5 | Average | Accuracy |
|----------------|-----|-----|----|----|----|--------------|------------|
| Participant 1 | 20 | 120 | 45 | 5 | 25 | 43 | 5 |
| Participant 2 | 120 | 56 | 30 | 9 | 24 | 47,8 | 5 |
| Participant 3 | 75 | 53 | 31 | 14 | 21 | 38,8 | 5 |
| Participant 4 | 34 | 105 | 70 | 17 | 24 | 50 | 4 |
| Participant 5 | 30 | 65 | 29 | 3 | 6 | 26,6 | 5 |
| Average | | | | | | 41,24 | 4,8 |



*Accuracy indicates the number of correct answers

QUESTIONNAIRE RESULTS

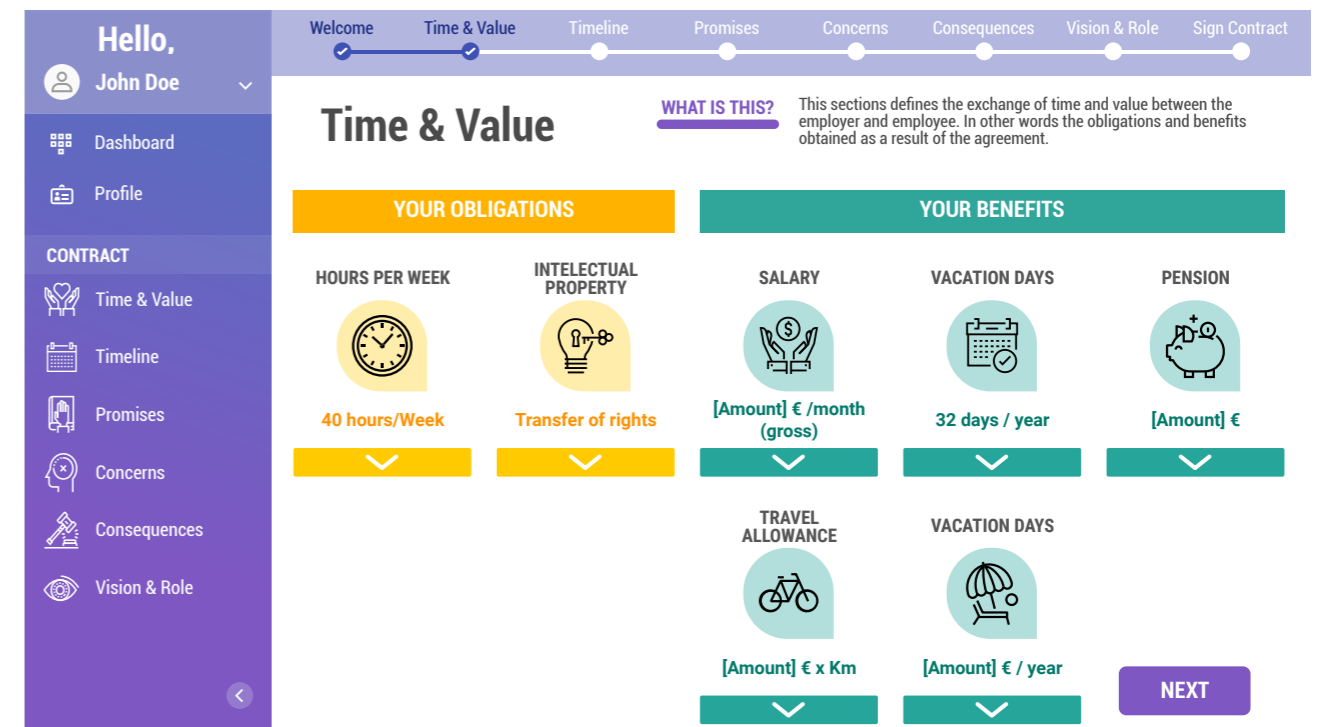
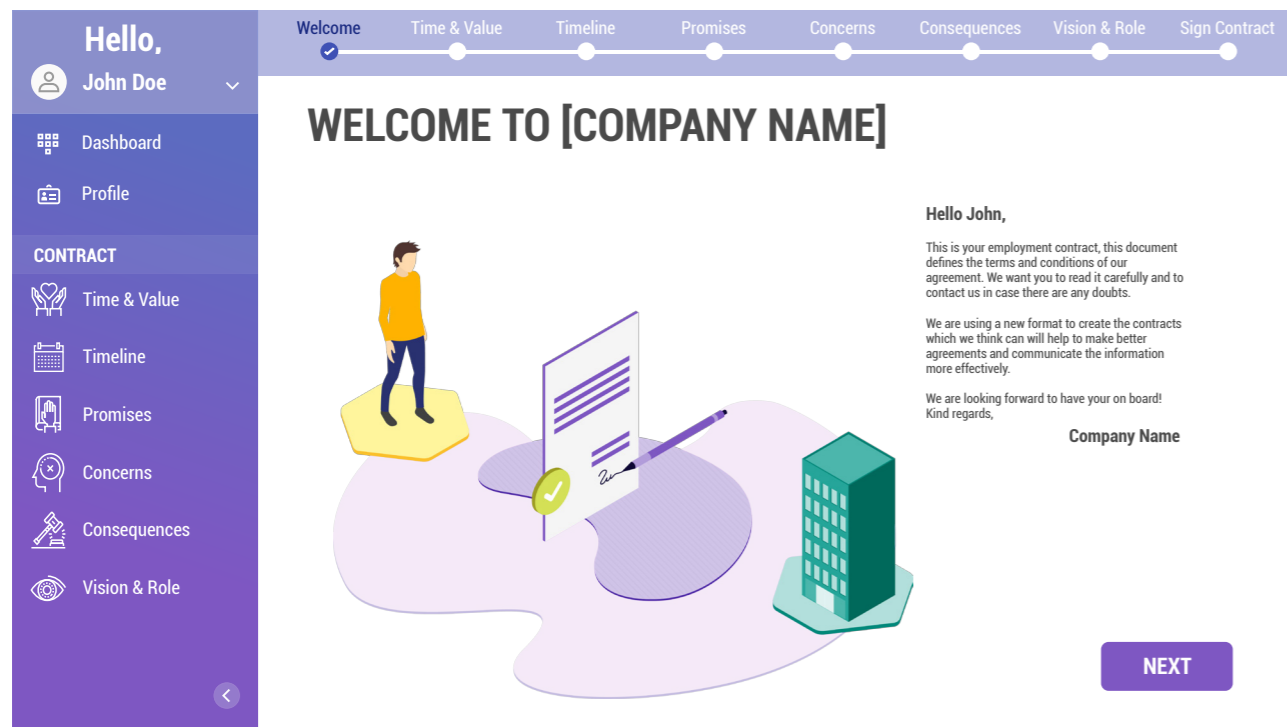
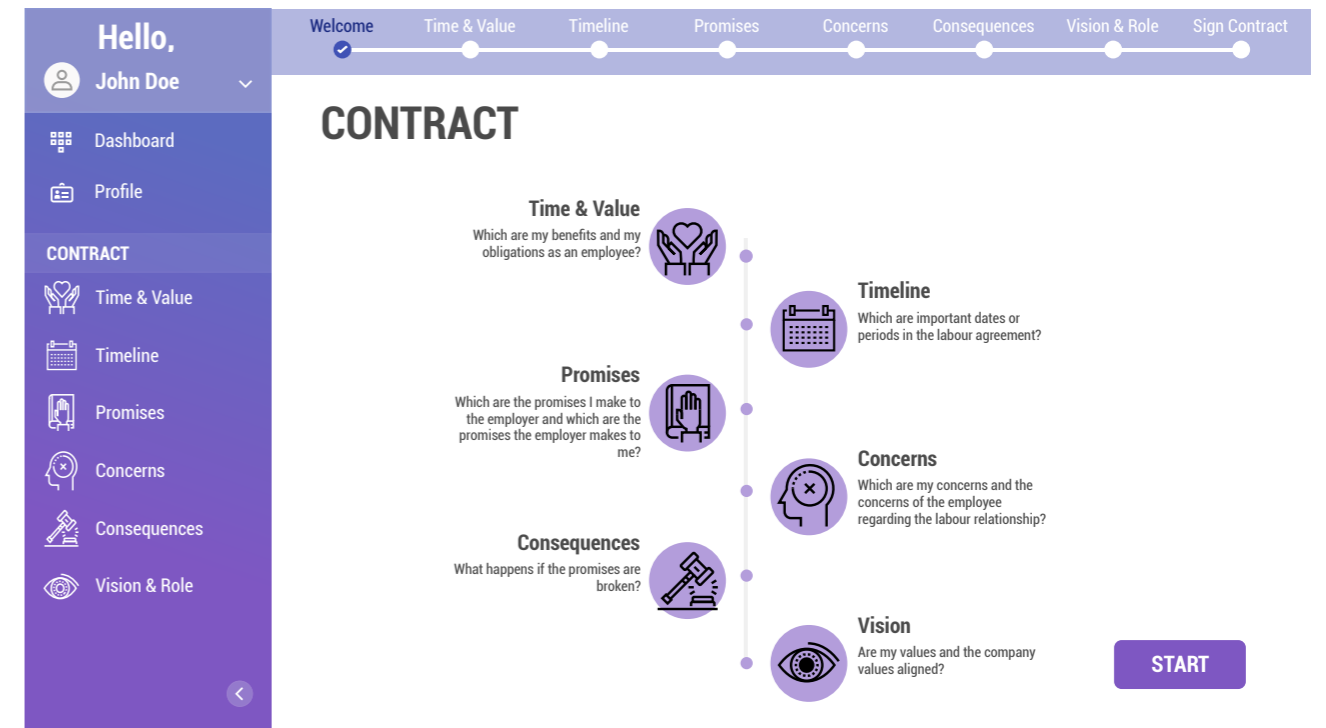
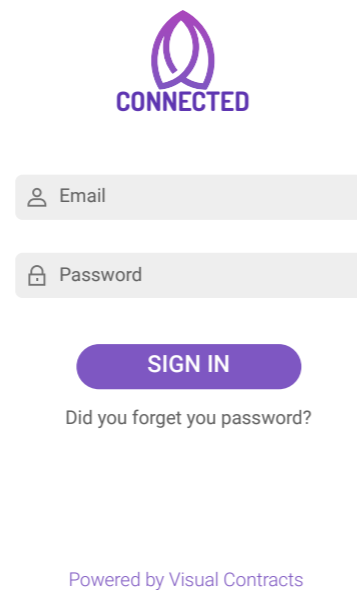
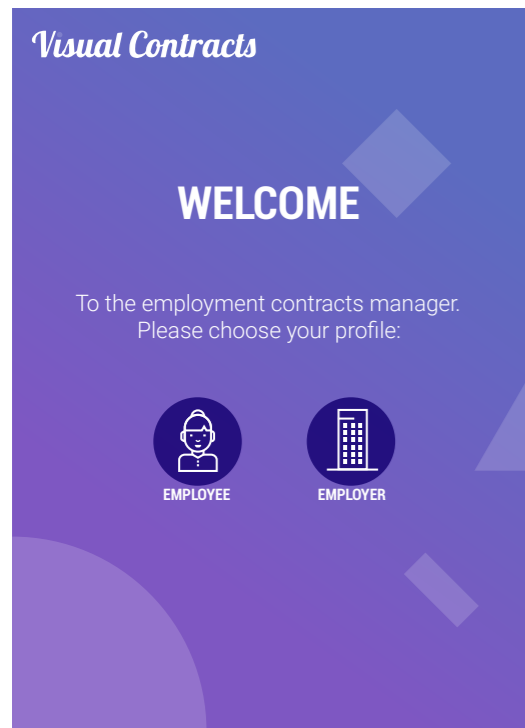
See Appendix H | Test 3: Online questionnaire to see the results from the questionnaire of the participants

CYCLE 02

02

CYCLE

Appendix J | Visual Contract 2



Time & Value

WHAT IS THIS? This section defines the exchange of time and value between the employer and employee. In other words the obligations and benefits obtained as a result of the agreement.

YOUR OBLIGATIONS

HOURS PER WEEK
40 hours/Week
 (A) The employee has to work 40 hours per week.
 (B) The employee is obliged to perform all work that can reasonably be assigned by or on behalf of the employer.
 (C) The normal working time within the company is 40 hours per week.

INTELLECTUAL PROPERTY
Transfer of rights
 The employer is the owner of the patents in the Netherlands and abroad of inventions that the employee may do:
 (A) During the employment in the technical field in which is working during the employment
 (B) A year after the employment in the technical field in which he was working during the employment.
 (C) On request, the employee will apply for the patents. If necessary, in his name and later he will transfer the ownership to the employer.
 (D) The employee can be listed as inventor, if it is possible in the country

YOUR BENEFITS

SALARY
[Amount] € /month (gross)
 The employee receives a salary in exchange to be paid:
 (A) In month installments
 (B) At the end of month
 (C) After deduction of statutory and contractual deductions (taxes, social insurance, etc.)
Salary Amount
Gross salary: [amount] €
 Salary prior to deductions
Net Salary: [amount] €
 Salary after deductions

VACATION DAYS
32 days / year
 (A) The employee can have 32 vacation days per calendar year for full-time employment.
 (B) Vacation days are proportional to the extent and duration of the employment during the calendar year.
 (C) Holidays can be taken in consultation with and after permission from the employer.

PENSION
[Amount] €
 (A) Maximum pension contribution is [amount] € per month.
 (B) The employee contributes 2.6% of his gross salary per year
 (C) The employer contributes with [amount] €
 (D) Administration costs, ANW insurance and partner's and orphan's pension insurance are not included. These are insured on a risk basis, where the employer pays the premium.

TRAVEL ALLOWANCE
[Amount] € x Km
 The travel expenses of the employee will be covered:
 (A) Maximum allowance that can be received is 143€.
 (B) Public transport costs are fully reimbursed

VACATION ALLOWANCE
[Amount] € / year
 (A) The holiday allowance amounts to 8% per year on the gross annual salary.
 (B) The holiday allowance year from 1 July to 30 June of the following year (included).
 (C) The allowance is given in proportion to the duration
 (D) Will be paid in May or at the end of this employment contract.

NEXT

Time & Value

WHAT IS THIS? This section defines the exchange of time and value between the employer and employee. In other words the obligations and benefits obtained as a result of the agreement.

Comprehension Quiz

Question 1
 If the employee creates a patent related to the company's activity after 8 months since the end of the contract...

The patent belongs to the employee
 The patent belongs to the employer
 The patent is shared between both

EXPLORE THE CONTRACT **ANSWER**

Timeline

WHAT IS THIS? This section gives you information on which are relevant dates during your labour relationship.

FIXED TERM CONTRACT
 01 April, 2019 - 31 March, 2020

CHANGE VIEW TYPE
 You can choose the type of view and the elements you want to display in this panel

PAGE VIEW
 Overview
 Detail

TYPE OF EVENTS
 Contract period
 Probation period
 Feedback meetings
 After termination

Timeline events:
 Start of contract: 01/04/2019
 End of Probation Period: 01/05/2019 (1 month)
 Feedback Meeting: 01/07/2019 (3 months)
 Notice of extension: 01/02/2020 (6 months)
 End of non-competition clause: 01/04/2021 (10/11 months)
 End of Contract: 31/03/2020 (12 months)
 Termination: At any time (24 months)

NEXT

Hello, John Doe

Welcome | Time & Value | **Timeline** | Promises | Concerns | Consequences | Vision & Role | Sign Contract

Timeline

WHAT IS THIS? This section gives you information on which are relevant dates during your labour relationship.

FIXED TERM CONTRACT
01 April, 2019 - 31 March, 2020

PAGE VIEW
 Overview
 Detail

TYPE OF EVENTS
 Contract period
 Probation period
 Feedback meetings
 After termination

01/04/2019 Start of contract
01/05/2019 End of Probation Period
01/07/2019 Feedback Meeting
01/10/2020 Feedback Meeting
01/02/2020 Notice of extension
01/04/2021 End of non-competition clause
31/03/2020 End of Contract

At any time Termination

NEXT

Hello, John Doe

Welcome | Time & Value | **Timeline** | Promises | Concerns | Consequences | Vision & Role | Sign Contract

Timeline

WHAT IS THIS? This section gives you information on which are relevant dates during your labour relationship.

FIXED TERM CONTRACT 01 April, 2019 - 31 March, 2020

PAGE VIEW
 Overview
 Detail

TYPE OF EVENTS
 Contract period
 Probation period
 Feedback meetings
 After termination

2019

01 APR **START OF CONTRACT**
Day 1
The first day the current employment agreement is valid.
 Onboarding training
 IT Equipment
 Presentation

01 MAY **END OF PROBATION PERIOD**
1 Month
The first month of this employment contract is a probation period. During this time both parties may terminate the agreement immediately and no further notice is required.

01 JUL **FEEDBACK MEETING**
3 Months
A meeting with the supervisor to discuss the progress and concerns of the employee will take place on this day or within 10 working days from this date.
 Feedback Form

01 OCT **FEEDBACK MEETING**
6 Months
A meeting with the supervisor to discuss the progress and concerns of the employee will take place on this day or within 10 working days from this date.
 Feedback Form

TERMINATION
At any time
The contract can be terminated at any time. To terminate it prematurely:
 (A) Both parties need to provide written consent
 (B) Statutory notice periods and provisions will be applied.

2020

01 FEB **NOTICE OF EXTENSION**
10 Months
An indefinite period contract may be offered if there is:
 (A) Proper performance of the employee
 (B) Absence of major changes in the operating conditions.
 Resignation Letter

31 MAR **END OF CONTRACT**
12 Months
The employment contract ends on this date, no further notice is required.
 Return IT Equipment

2021

31 MAR **END OF NON-COMPETITION CLAUSE**
24 Months
For 12 months after the termination of the contract the employee cannot compete directly or indirectly with the employer. This clause is further explained in the promises section.

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | **Promises** | Concerns | Consequences | Vision & Role | Sign Contract

Promises **WHAT IS THIS?** This section narrates the promises made by each of the parties of the agreement

As an employee I promise...

- Confidentiality**: I will not share any information related to my work or the employer during or after the termination of the contract
- Non-competition clause**: I will not start a business or be involved in one which directly competes with the employer.
- Relationship clause**: I will not work for a competitor or a client in the period of 12 months after the end of the contract
- Ancillary Activities**: I will not perform paid or unpaid work for third parties without the permission of the employer during the duration of the contract
- Social Media Publications**: I will not use or reference the employer in my private use of social media, especially if the good name of the employer or employees is harmed

As an employer I promise...

- Ensure protection of the employee**: The employer will ensure that the working conditions of the employee are good and that his safety is protected in every moment.
- Provide tools & cover costs**: The employer will cover the costs of the tools and materials required for the performance of the work by the employee
- Allow familiar conciliation**: The employer will allow and ensure that the employee is able to conciliate his professional development with his personal life.
- Allow professional development**: The employee will be ensured the opportunity of developing professionally.

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | **Concerns** | Consequences | Vision & Role | Sign Contract

Concerns **WHAT IS THIS?** This section narrates the promises made by each of the parties of the agreement

My concerns as an employee are...

- Integrate in the company**
- Meet the expectations of the employee**
- Have good life-work balance**
- Develop personally & professionally**

My concerns as an employer are...

- Protecting market position**
- Ensuring continuity of the business**
- Affect the relationship between the employer and his clients**
- Safeguard the company's image**

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | **Promises** | Concerns | Consequences | Vision & Role | Sign Contract

Promises **WHAT IS THIS?** This section narrates the promises made by each of the parties of the agreement

Confidentiality

Which information should be confidential?
All the information which is related to the employer's business and especially if it is sensitive

For a proper fulfillment of the employee's activities, the employee will take note of information that is sensitive to business and often as confidential and which relates to the employer's business. This includes:

- Technical, financial and business information
- Models, names of potential customers or partners
- Transactions, reports, plans
- Market forecasts
- Computer software
- Data files, data, technical knowledge
- Other confidential information belonging to the employer

Why should it be confidential?
The employer has invested in obtaining that information and the information may harm the competitive position of the employer if it comes into the hands of its competitors. The employer therefore has a reasonable interest in safeguarding the confidentiality of that information.

Promise of the employee | Promise
(A) The employee promises to keep all the information confidential
(B) The confidentiality applies during contract and after termination.

If the promise is broken | Consequence
The penalty clause will be applied.

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | **Consequences** | Vision & Role | Sign Contract

Consequences **WHAT IS THIS?** This section narrates the promises made by each of the parties of the agreement

If I break my promises the consequences are...

- Dismissal**
- Compensation of costs**
- Penalty Clause**

If I break my promises the consequences are...

- Compensation to the employee**
- Cover extra-costs**
- Termination**

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

Alignment Results

| | | |
|---------------|-----|---|
| TRUST | 85% | + |
| COMMUNICATION | 75% | + |
| RESPECT | 90% | + |
| TRANSPARENCY | 60% | + |
| COMPREHENSION | 70% | + |
| ALIGNMENT | 80% | + |
| LOYALTY | 95% | + |

These parameters are the result of the alignment test you developed during the recruitment phase

These parameters are the results of the company's values

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision & Role | Sign Contract

Signing the contract

You can write your message for the company here...

Welcome onboard!
We are happy that you decided to join our team. We hope that this is the beginning of a good collaboration.

Now, to get started you can fill in your message for the company, it is the moment to present yourself to your new teammates. As next steps, you can check the dashboard section and start to fill-in your personal details.

Looking forward to your first day!

Company Name

[Skip message](#) **SEND MESSAGE**

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision & Role | Sign Contract

Signing the contract

You have read the whole contract!
You made it! You went through the whole contract! We hope you enjoyed the reading. We made our best effort to make all the points clear, however, we might have failed on something, let us know if you have any doubts. In case that everything is clear you can proceed to sign the contract.

[I have questions](#)

SIGN CONTRACT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision & Role | Sign Contract

Dashboard

TASKS

- Read and sign contract
- Fill in your profile details
- Upload passport
- Onboarding training

READING PROGRESS

75%

Unread sections

| | |
|--------------|-------------------------|
| Vision | Promises |
| Timeline | Concerns, Risks & Fears |
| Time & Value | Consequences |

COMPREHENSION QUIZ RESULTS

100% Accuracy

You answered all the questions correctly!

Sign contract **Print contract**

Send your questions **Fill in your profile**

Dashboard

TASKS

- Read and sign contract
- Fill in your profile details
- Upload passport
- Onboarding training

Sign contract

Print contract

Send your questions

Fill in your profile

READING PROGRESS

75%

Unread sections

| | |
|--------------|--|
| Vision | <div style="width: 100%; height: 10px; background-color: #ccc;"></div> |
| Timeline | <div style="width: 100%; height: 10px; background-color: #ccc;"></div> |
| Time & Value | <div style="width: 100%; height: 10px; background-color: #ccc;"></div> |

| | |
|-------------------------|--|
| Promises | <div style="width: 100%; height: 10px; background-color: #ccc;"></div> |
| Concerns, Risks & Fears | <div style="width: 100%; height: 10px; background-color: #ccc;"></div> |
| Consequences | <div style="width: 100%; height: 10px; background-color: #ccc;"></div> |

COMPREHENSION QUIZ RESULTS

100%
Accuracy

You answered all the questions correctly!

Hello,

John Doe

Dashboard

Profile

CONTRACT

Time & Value

Timeline

Promises

Concerns

Consequences

Vision & Role

Profile

Click to upload

| | | |
|---|--|---|
| <p>NAME</p> <input type="text" value="John"/> | <p>ADDRESS</p> <input type="text" value="Swettebuorren 109"/> | <p>POSITION</p> <input type="text" value="UI/UX Designer"/> |
| <p>SURNAME</p> <input type="text" value="Doe"/> | <p>CITY</p> <input type="text" value="Amsterdam"/> | <p>SUPERVISOR</p> <input type="text" value="Patrick Smith"/> |
| <p>DATE OF BIRTH</p> <input type="text" value="17/09/1982"/> | <p>COUNTRY</p> <input type="text" value="Netherlands"/> | |

EDIT

Appendix K | Test Material

USER TEST SCRIPT: CYCLE 2

Introduction: 2 mins

- Thank you for participating
- My name is Andrea Montella and I'm a student in MSc Design for Interaction at TU Delft. Currently, I'm doing my thesis project in collaboration with the company Visual Contracts on "Exploring the Fairness of Visual Employment Contracts".
- The goal of the test is to evaluate the usability, the understandability and the fairness of the visual employment contracts.
- This is the template of the contract you will freely explore it and later on answer some questions related to it.
- The test will take around 30-45mins
- You are free to leave at any time

Exploration & Discussion of the prototypes (20 min)

- Can explore it freely
- Remember that the visual is interactive and that is a prototype so is not complete
- It is a template from an employment contract
- Remember to think out loud

Fairness Test (15min)

- The goal is to evaluate how fair these two versions are.
- Please do not feel pressured, remember that the goal is to evaluate the fairness and not your abilities

Answering the online questionnaire (5min)

- Answer the questions and let me know if you have any doubts
- Answer freely

Questionnaire link: <https://forms.gle/D2P7CFuFowuTSXRM8>

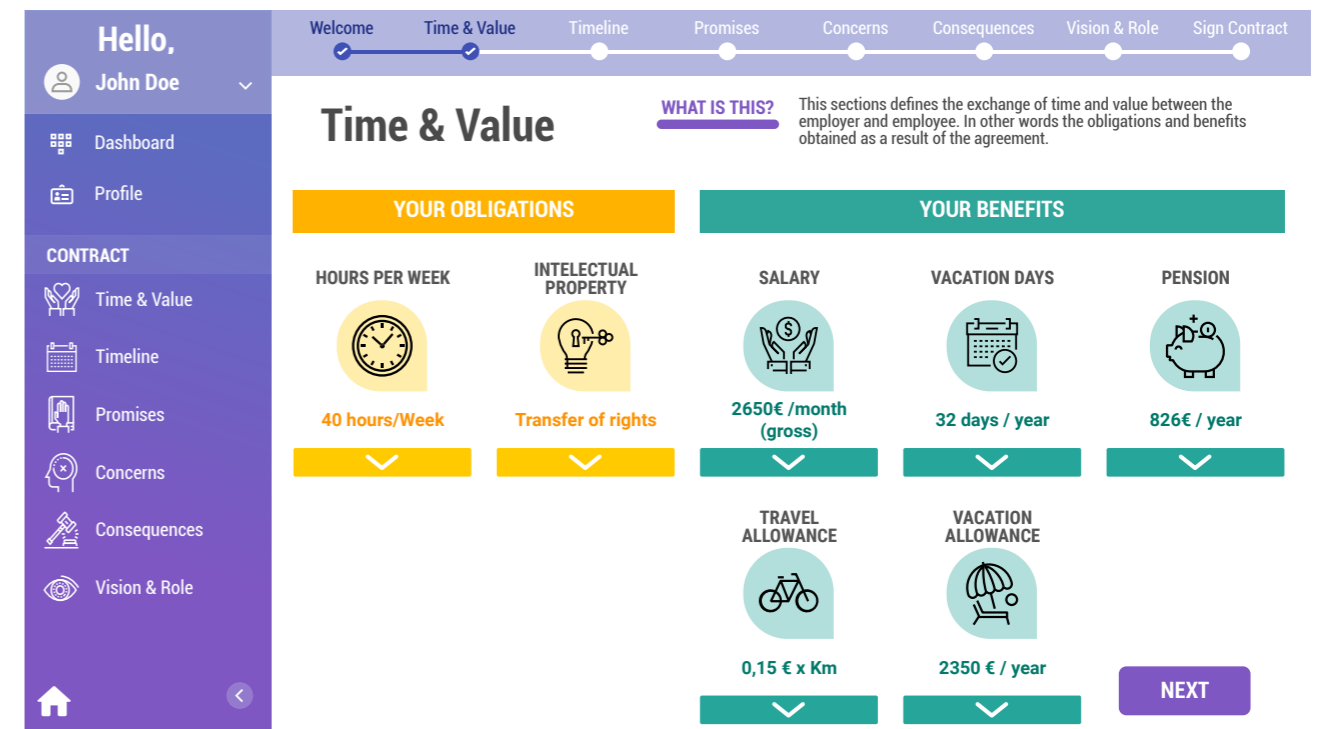
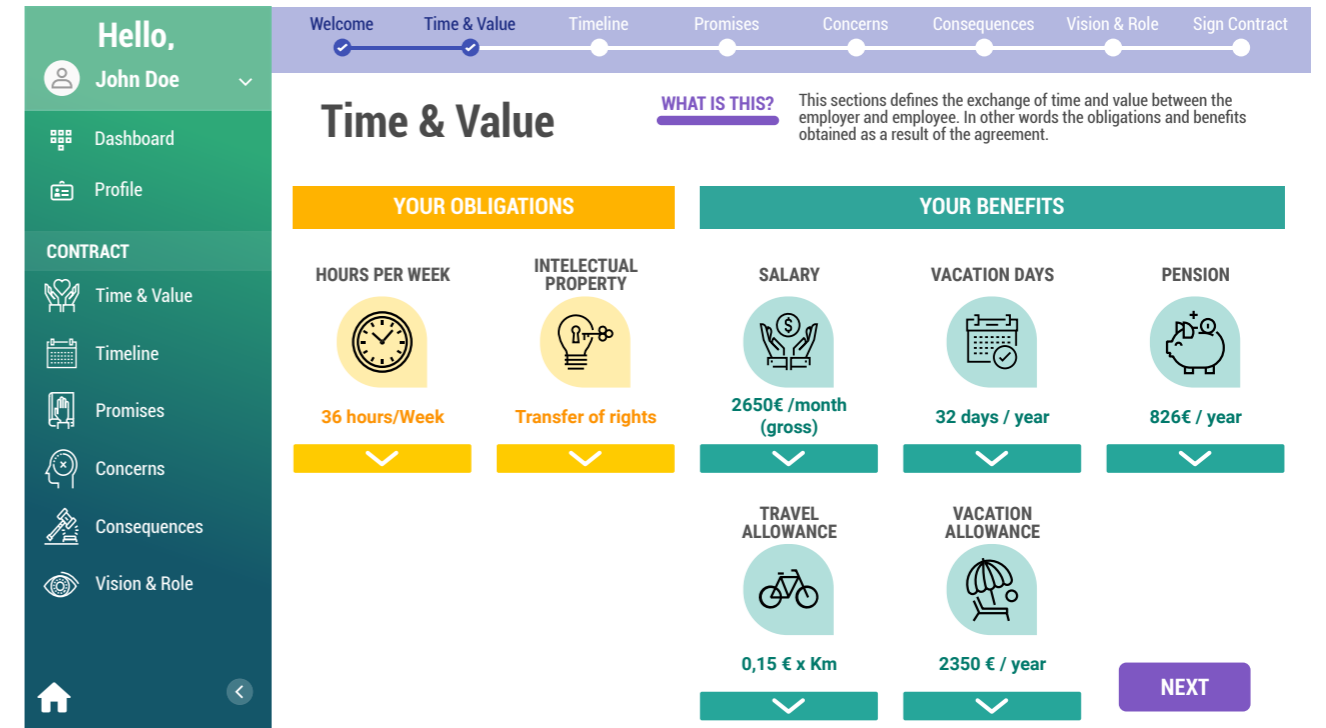
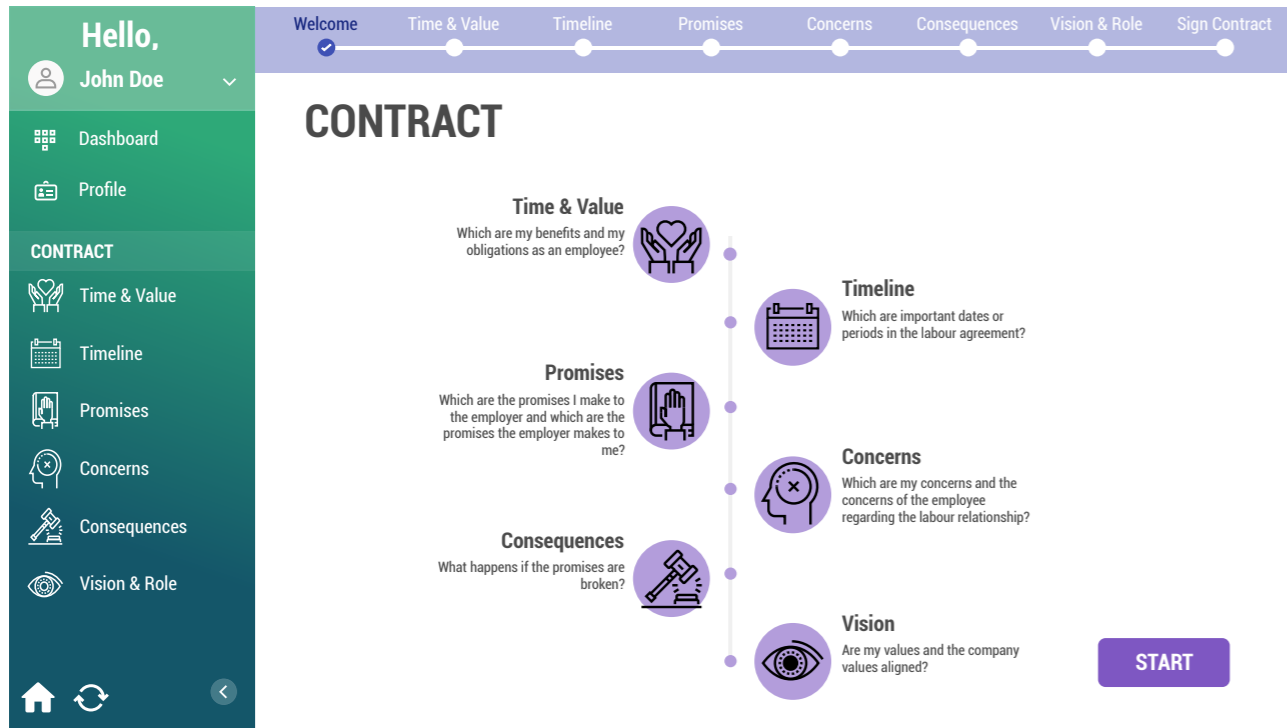
FAIRNESS TEST

The prototypes that were used for fairness evaluation are gathered in this section. They are presented in a comparative

FAIRNESS TEST

In this test you will have access to 2 different prototypes, read them carefully and choose the option that you think is more fair.

PROTOTYPE A **PROTOTYPE B**



Hello, John Doe

Dashboard Profile

CONTRACT

Time & Value Timeline Promises Concerns Consequences Vision & Role Sign Contract

Time & Value

WHAT IS THIS? This section defines the exchange of time and value between the employer and employee. In other words the obligations and benefits obtained as a result of the agreement.

YOUR OBLIGATIONS

HOURS PER WEEK

36 hours/Week

(A) The employee has to work 36 hours per week.
(B) The employee is obliged to perform all work that can reasonably be assigned by or on behalf of the employer.
(C) The employee will have time and schedule flexibility to allow familiar conciliation

INTELLECTUAL PROPERTY

Transfer of rights

The employer is the owner of the patents in the Netherlands and abroad of inventions that the employee may do:
(A) During the employment in the technical field in which is working during the employment
(B) A year after the employment in the technical field in which he was working during the employment.
(C) On request, the employee will apply for the patents. If necessary, in his name and later he will transfer the ownership to the employer.
(D) The employee can be listed as inventor, if it is possible in the country concerned.

YOUR BENEFITS

SALARY

2650€ /month (gross)

TRAVEL ALLOWANCE

0,15 € x Km

The travel expenses of the employee will be covered:
(A) Maximum allowance that can be received is 143€.
(B) Public transport costs are fully reimbursed

VACATION DAYS

32 days / year

VACATION ALLOWANCE

2350 € / year

PENSION

826€ / year

NEXT

Hello, John Doe

Dashboard Profile

CONTRACT

Time & Value Timeline Promises Concerns Consequences Vision & Role Sign Contract

Timeline

WHAT IS THIS? This section gives you information on which are relevant dates during your labour relationship.

FIXED TERM CONTRACT
01 April, 2019 - 31 March, 2020

PAGE VIEW

Overview

Detail

TYPE OF EVENTS

Contract period

Probation period

Feedback meetings

After termination

NEXT

Hello, John Doe

Dashboard Profile

CONTRACT

Time & Value Timeline Promises Concerns Consequences Vision & Role Sign Contract

Time & Value

WHAT IS THIS? This section defines the exchange of time and value between the employer and employee. In other words the obligations and benefits obtained as a result of the agreement.

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HOURS PER WEEK

40 hours/Week

(A) The employee has to work 40 hours per week.
(B) The employee is obliged to perform all work that can reasonably be assigned by or on behalf of the employer.
(C) The normal working time within the company is 40 hours per week.

INTELLECTUAL PROPERTY

Transfer of rights

The employer is the owner of the patents in the Netherlands and abroad of inventions that the employee may do:
(A) During the employment in the technical field in which is working during the employment
(B) 2 years after the employment in the technical field in which he was working during the employment.
(C) On request, the employee will apply for the patents. If necessary, in his name and later he will transfer the ownership to the employer.

YOUR BENEFITS

SALARY

2650€ /month (gross)

TRAVEL ALLOWANCE

0,15 € x Km

The travel expenses of the employee will be covered:
(A) Maximum allowance that can be received is 143€.

VACATION DAYS

32 days / year

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Dashboard Profile

CONTRACT

Time & Value Timeline Promises Concerns Consequences Vision & Role Sign Contract

Timeline

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Contract period

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Feedback meetings

After termination

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | **Vision** | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

YOUR TASKS AS UI/UX DESIGNER

- Gathering and evaluating user requirements, in collaboration with product managers and engineers
- Illustrating design ideas using storyboards, process flows and sitemaps
- Designing graphic user interface elements, like menus, tabs and widgets

CONTRACT

- Time & Value
- Timeline
- Promises
- Concerns
- Consequences
- Vision & Role**

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | **Vision** | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

THINGS YOU SHOULD KNOW ABOUT US

- We have stand-up meetings every monday morning, to plan the weekly work.
- Every Friday at 6.00 pm we organize drinks. Is not all work in here, we also want you to have fun.
- Every year we do a 4-days trip together so we get to know each other a bit better.

CONTRACT

- Time & Value
- Timeline
- Promises
- Concerns
- Consequences
- Vision & Role**

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | **Vision** | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

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CONTRACT

- Time & Value
- Timeline
- Promises
- Concerns
- Consequences
- Vision & Role**

NEXT

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | **Vision** | Sign Contract

Vision & Role

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CONTRACT

- Time & Value
- Timeline
- Promises
- Concerns
- Consequences
- Vision & Role**

NEXT

Appendix L | Questionnaire & Results

QUESTIONNAIRE

Visual Contract Test

Hello & Welcome! First of all, I want to thank you for participating in this test. My name is Andrea Montella and I'm a student in MSc Design for Interaction at TU Delft. Currently, I'm doing my thesis project in collaboration with the company Visual Contracts on "Exploring the Fairness of Visual Employment Contracts". I have developed an interactive prototype of a Visual Employment Contract and created this survey in order to evaluate the experience of the contract. If you are willing to participate in the evaluation here you can find the instructions.

To complete the survey it is necessary that you first explore the visual contract. You don't have to read everything, just that a quick scan and exploration. Remember that the visual contract is just a prototype, therefore, it is not fully functional, not all the terms have been worked out. It is clickable, so navigate through it to explore it.

This is the link to the prototype, you just have to copy it on your browser:
<https://sketch.cloud/s/w1Aal/a/OlynAp/play>

You can take as much time as you want to explore it. Afterwards, come back to this page to start the survey. Thank you again for participating.

If you have any questions you can contact me at andrea@visualcontracts.eu

*Obligatorio

Please choose your role: *

Employee

Employer

Law expert (lawyer, judge, etc.)

Student

Test Participant

Otro:

SIGUIENTE Página 1 de 5

Nunca envíes contraseñas a través de Formularios de Google.

Este formulario se creó en Mondragon Unibertsitatea. [Notificar uso inadecuado](#) - [Condiciones del servicio](#)

Google Formularios

Perception of Visual contract

Link to the Visual employment contract: <https://sketch.cloud/s/w1Aal/a/OlynAp/play>

After experiencing the visual contract, how do you perceive it? *

1 2 3 4 5

not understandable understandable

*

1 2 3 4 5

unattractive attractive

*

1 2 3 4 5

cluttered organized

*

1 2 3 4 5

complicated easy

*

1 2 3 4 5

inefficient efficient

*

1 2 3 4 5

not secure secure

*

1 2 3 4 5

dishonest honest

*

1 2 3 4 5

untrustworthy trustworthy

*

1 2 3 4 5

unfair fair

Visual Contract Test

*Obligatorio

Fairness & Understandability

Link to the Visual employment contract: <https://sketch.cloud/s/w1Aal/a/OlynAp/play>

Was the information on the contract understandable for you?

Explain briefly why *

- Yes
- No
- Otro:

Why? *

Tu respuesta

Do you think that the visual contract contributes to fairness?

Explain briefly why *

- Yes
- No
- Otro:

Why? *

Tu respuesta

Do you think that the visual contract can help you to make better decisions? Explain briefly why *

- Yes
- No
- Otro:

Why? *

Tu respuesta

Do you think that visual contracts can empower people? *

- Yes
- No

Why? *

Tu respuesta

Which are the positive/negative aspects of the contract?

Tu respuesta

Visual Contract Test

Fairness test

Which of both contracts do you think is more fair?

- Prototype A
- Prototype B

Why?

Tu respuesta

ATRÁS

SIGUIENTE

Página 4 de 5

Nunca envíes contraseñas a través de Formularios de Google.

Visual Contract Test

Feedback & suggestions

If there are any suggestions, feedback, opinion or something that you want to add regarding the prototype, the survey or the topic in general, I am very much willing to listen to it. Feel free to add it in the section below

Comments

Tu respuesta

Future iterations

If you are willing to participate and keep up to date on the evolution of the project, please fill in your email.

Email

Tu respuesta

Thank you for participating!

You can contact me at andrea@visualcontracts.eu

ATRÁS

ENVIAR

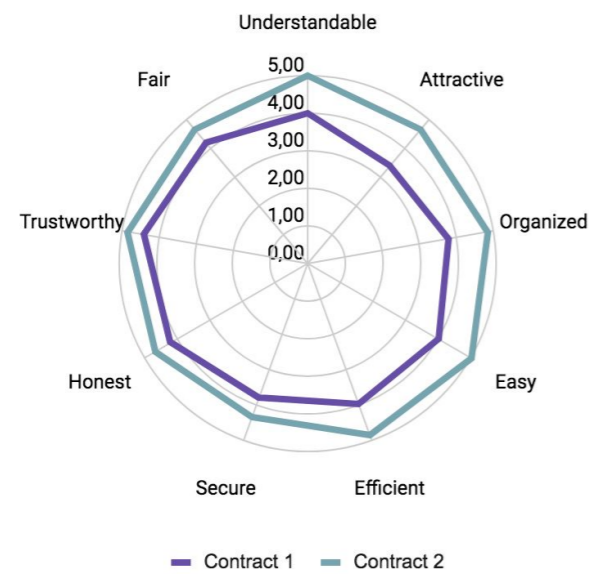
Página 5 de 5

Nunca envíes contraseñas a través de Formularios de Google.

QUESTIONNAIRE RESULTS

| CONTRACT 2 | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|--------------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Test Participant | 5 | 4 | 5 | 5 | 5 | 4 | 5 | 5 | 5 |
| | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | 5 | 4 | 5 | 5 | 5 | 4 | 4 | 5 | 5 |
| | 5 | 5 | 4 | 5 | 5 | 4 | 4 | 4 | 5 |
| | 5 | 5 | 5 | 5 | 4 | 5 | 5 | 5 | 4 |
| Average Test Participant | 5,00 | 4,67 | 4,83 | 5,00 | 4,83 | 4,33 | 4,67 | 4,83 | 4,67 |

Contract 1 vs Contract 2



| Q1 - Was the information on the contract understandable for you? Explain briefly why Why? | Q2 - Do you think that the visual contract contributes to fairness? Explain briefly why Why? | Q3 - Do you think that the visual contract can help you to make better decisions? Explain briefly why Why? |
|---|---|--|
| Yes I have a clear overview of all the aspects I need to consider before deciding to accept or not a contract. | Yes There is not a hierarchy difference | Yes Hyper-link to laws can help me in understand better what I should expect if I make a mistake. Visuals help to present the contract in a more friendly way, so information are more organized and presented in a way which make them easy to read. |
| Yes Everything was clearly communicated. | Yes Because everything is as clear communicated as possible through supporting visualizations. | Yes Because everything is shown really clearly. |
| Yes The categories made in the contract with visuals made it more understandable and identifiable. | Yes Gave me an opportunity to go through all the conditions of the employer and also to add my own conditions to it easily. | Yes More understanding of conditions and consequences helped to make informed decisions. |
| Yes The division of sections was clear and understandable. | Yes Because I can have a better understanding of all that's written in the contract | Yes It would be much easier to identify if I need to talk to them about something I have questions on or I don't agree with. |
| Yes The tone of voice was very casual so I felt at easy while reading it. Moreover, the structure of the contract, icons, and color divisions made it very easy to follow, is not like these long lists of text that are overwhelming. | Yes to the contract style, not negotiation wise. The contract style: Seems fair because the reader has the information structured and easy to access, can have the time to read by section and also the quiz makes it more fair to know whether the reader understood everything or not, at the end is a very bureaucratic language and this contributes to making a more "horizontal" contract (same level than the reader) Negotiation: Could be more fair if the reader could negotiate the terms with the recruiter directly through the platform. | Yes Since is less overwhelming you can think and process better what you are reading, you can also go back to very specific aspects of the contract instead of getting lost in paragraphs. I also think that the dashboard is very empowering, you can see if you missed something, and the quiz is great to check if you understood everything, that is something it would make me feel very confident. |
| Yes Information was exposed clearly on screen. Showing the important data in such a way that I could just skim it, and if I required more info I could go into details. Arrangement was also nice. | Not necessarily I get the feeling that the visual contract aims to provide an easier way for employees to understand what they are dealing with and handle it better. Also employers can be sure that the employees are understanding what they are signing. However, for fairness, to make everything clear, can be understood as the employer clearly explaining everything. But can also be felt like, so much clearness and easiness, might be hiding something. Mostly when a digital signature replaces the old hand written contracts. | Yes I think that the fact that you can understand everything easier and contrast it by placing things side by side, can make you to make a better assessment of what you're being offered. |

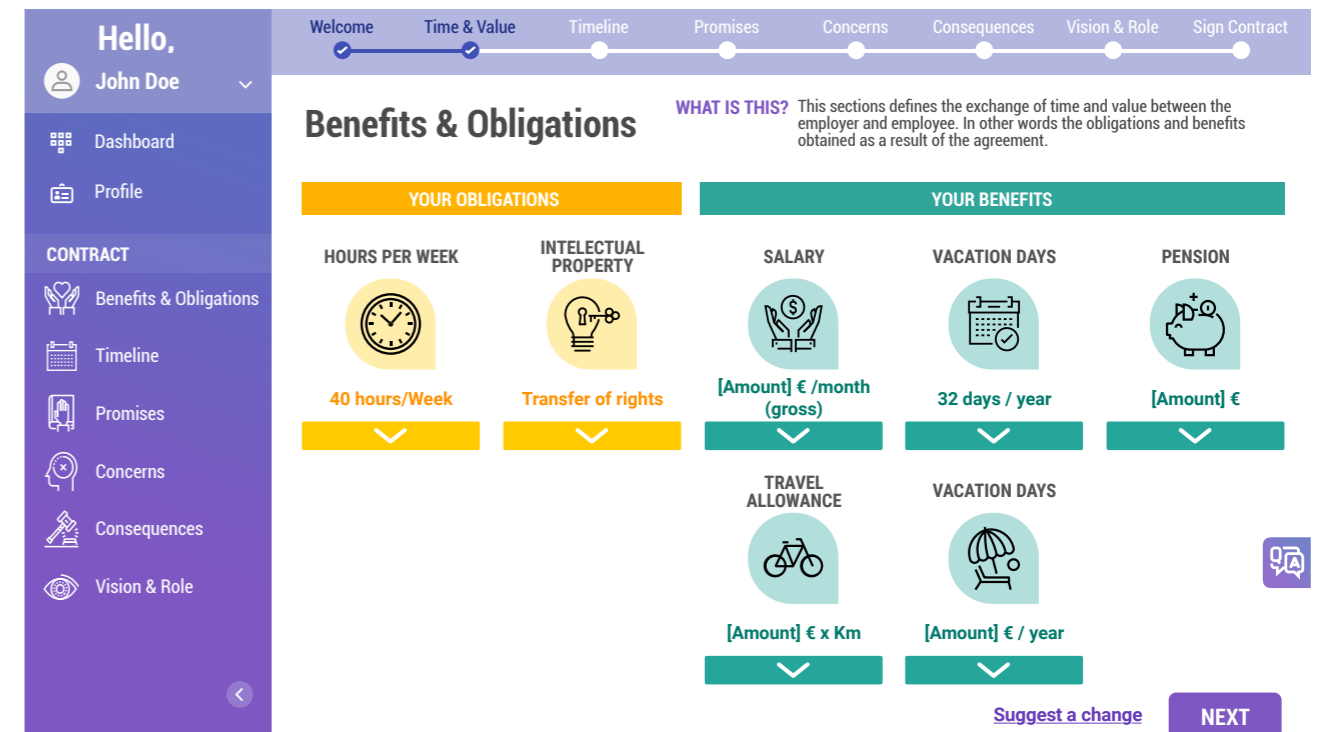
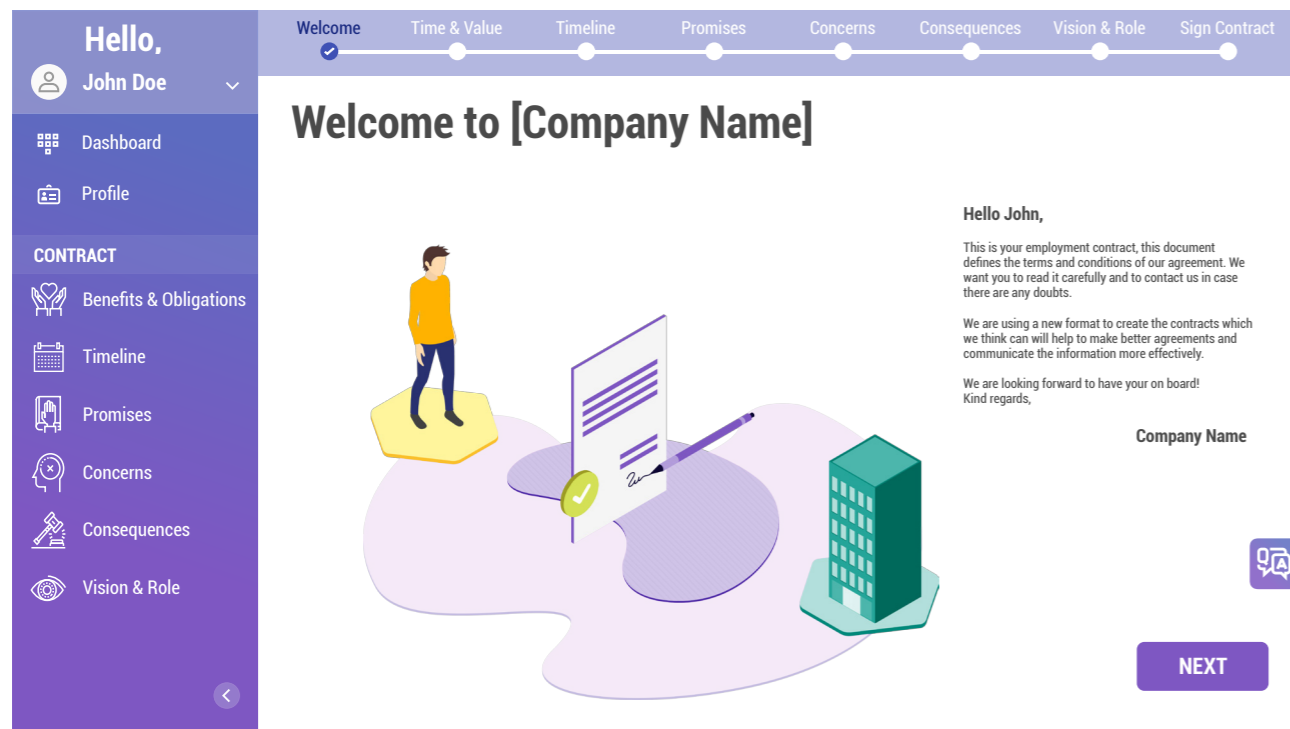
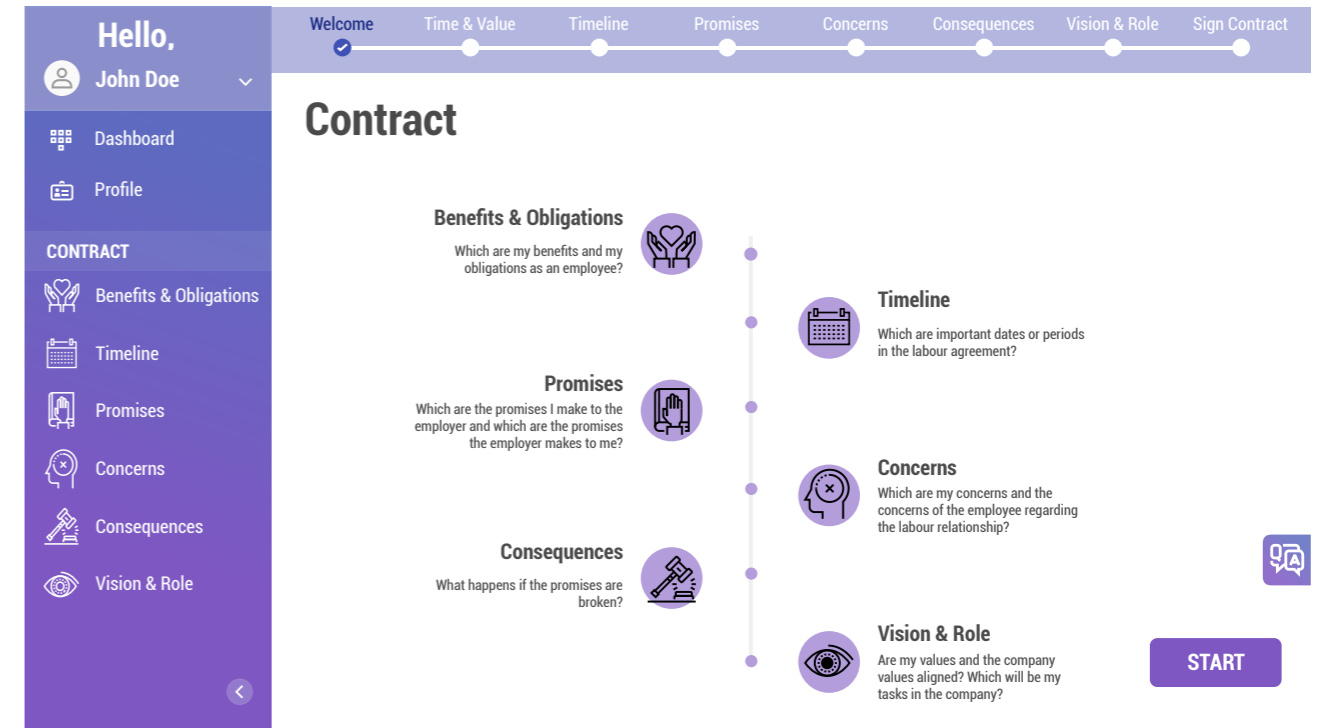
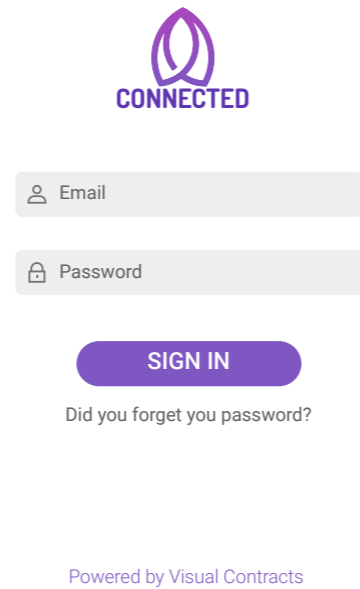
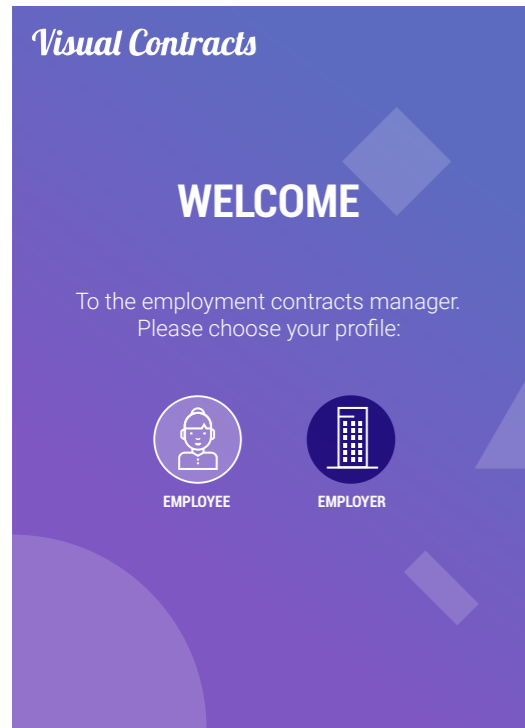
| Q4 - Do you think that visual contracts can empower people? Why? | Q5 - Which are the positive/negative aspects of the contract? | Q6 - Which of both contracts do you think is more fair? Why? |
|--|--|--|
| Yes Communication with your employer is much easier. I feel like I can say anything about the things could worry me. | Positive: Easy going - attractive - innovative - fast - more comfortable. Negative: security and privacy about using a software which is managed by a third company. | Prototype A More detailed and more informative. Show all the informaton, even benefits, help to better understand my contract. |
| Yes It can empower to make better decisions. | nice visualizations | Prototype A It is fairer to have additional feedback meetings. Considers family and personal development. |
| Yes To better understand the opposite party, their objectives and conditions working with them would make people make use of the contract well and improve fairness between employee and employer. | For people with traditional mindset this might look less professional. But for the younger generations this would help a lot to understand their relation with the employer. | Prototype A It seem to have more details. I am not sure if its just same thing written in seperated extra types or it really has new things in it. But more options I felt that has more clarity than the other one. But also I am concered a bit that what if there is another option better than the proto A. |
| Yes I would feel much more comfortable going in to this company, energized and positive that "nothing can go wrong" because they are being transparent about everything. | | Prototype A Because I find more benefits as an employee in that one. |
| Yes Because is easier to follow and avoids missing information, and because allows better decision making. | I think I lived everything. As improvements, I would add the direct contact through the platform with the recruiter, I would improve the usability of the sign-in page. | Prototype A Time & value: I think schedule flexibility would be something very important for me, so I like that is there. I also find very fair to be seen as an inventor, and not that the company gets all the credit, being the inventor would help a lot in my CV in the future. Timeline: It has more information, I can see all the important moments, is more transparent. Promises: I like that has more sections, for example "social media publication" is something that can happen out of the company, but this version includes it, s makes me feel more secure. |
| No I believe that, even though the contract is easier to use, and more clear to understand, providing means for better judgment and decision making in things such as salary, etc. At the end, it is made by the employer. Therefore, the employee is still tied to what the employer wants to show in it, and how he wants to show it. | Positive aspects are the easiness of going through cumbersome legal aspects. Also the fact that the contract is built-in a dashboard of the employee profile in the company. It provides an easy mean to check clauses, which is highly desirable. It is also more appealing to read, and less boring. | Prototype A The green contract includes more information which for me means more transparency in what is provided. The absence of some information in the pink one, such as the feedback meetings seems sketchy, as there might be one (or many) and these could be hidden (happening anytime). |

CYCLE 03

03

CYCLE

Appendix M | Visual Contract 3



Benefits & Obligations

WHAT IS THIS? This sections defines the exchange of time and value between the employer and employee. In other words the obligations and benefits obtained as a result of the agreement.

YOUR OBLIGATIONS

HOURS PER WEEK
40 hours/Week
 (A) The employee has to work 40 hours per week.
 (B) The employee is obliged to perform all work that can reasonably be assigned by or on behalf of the employer.
 (C) The normal working time within the company is 40 hours per week.

INTELLECTUAL PROPERTY
Transfer of rights
 The employer is the owner of the patents in the Netherlands and abroad of inventions that the employee may do:
 (A) During the employment in the technical field in which is working during the employment
 (B) A year after the employment in the technical field in which he was working during the employment.
 (C) On request, the employee will apply for the patents. If necessary, in his name and later he will transfer the ownership to the employer.
 (D) The employee can be listed as inventor, if it is possible in the country

SALARY
[Amount] € /month (gross)
 The employee receives a salary in exchange to be paid:
 (A) In month installments
 (B) At the end of month
 (C) After deduction of statutory and contractual deductions (taxes, social insurance, etc.)
Salary Amount
Gross salary: [amount]€
 Salary prior to deductions
Net Salary: [amount] €
 Salary after deductions

YOUR BENEFITS

VACATION DAYS
32 days / year
 (A) The employee can have 32 vacation days per calendar year for full-time employment.
 (B) Vacation days are proportional to the extent and duration of the employment during the calendar year.
 (C) Holidays can be taken in consultation with and after permission from the employer.

PENSION
[Amount] €
 (A) Maximum pension contribution is [amount]€ per month.
 (B) The employee contributes 2.6% of his gross salary per year
 (C) The employer contributes with [amount]€
 (D) Administration costs, ANW Insurance and partner's and orphan's pension insurance are not included. These are insured on a risk basis, where the employer pays the premium.

TRAVEL ALLOWANCE
[Amount] € x Km
 The travel expenses of the employee will be covered:
 (A) Maximum allowance that can be received is 143€.
 (B) Public transport costs are fully reimbursed

HOLIDAY ALLOWANCE
[Amount] € / year
 (A) The holiday allowance amounts to 8% per year on the gross annual salary.
 (B) The holiday allowance year from 1 July to 30 June of the following year (included).
 (C) The allowance is given in proportion to the duration
 (D) Will be paid in May or at the end of this employment contract.

[Suggest a change](#) **NEXT**

Salary

Which is your salary?
 The salary is the amount of money that you receive in exchange of your work. Here you can find a detailed disclosure of it. The gross salary is the amount previous to tax deductions and the net salary is the amount after tax deductions

Which are the tax deductions?
 The deductions is the amount that is subtracted from your gross salary.
 13% **Social Security Tax:** 344,5 €
 7,5% **Insurance:** 200,5 €

| Category | Percentage | Amount (€) |
|--------------|------------|------------|
| Gross Salary | | 2,650 € |
| Net Salary | 79,5% | 2,105 € |
| Taxes | 20,5% | 545 € |

Gross hour rate: 15€/hour
Net hour rate: 12€/hour

[Suggest a change](#)

Comprehension Quiz

Question 1
 If the employee creates a patent related to the company's activity after 8 months since the end of the contract...

- The patent belongs to the employee
- The patent belongs to the employer
- The patent is shared between both

If you are not sure about the answer you can go back to the contract and then answer the quiz

[EXPLORE THE CONTRACT](#) **ANSWER**

Concerns

WHAT IS THIS? This section narrates the concerns of each of the parties regarding the labour relationships and the promises

My concerns as an employee are...

- Integrate in the company
- Meet the expectations of the employer
- Have good life-work balance
- Develop personally & professionally

The concerns of the employer are...

- Protecting market position
- Ensuring continuity of the business
- Affect the relationship between the employer and his clients
- Safeguard the company's image

+ Add concern

[Suggest a change](#) **NEXT**

Consequences

WHAT IS THIS? This section narrates the consequences that breaking a promise can have for each of the parties of the agreement

If I break my promises the consequences are...

- Dismissal
- Compensation of costs
- Penalty Clause

If the employer breaks the promises the consequences are...

- Compensation to the employee
- Cover extra-costs
- Termination

[Suggest a change](#) **NEXT**

Integrate in the company

My concern

"To integrate in the company is one of my main concerns. When I feel comfortable in the atmosphere I am working in, is easier for me to be more productive. Additionally, as the position is based on team-work I believe is going to be a fundamental part of the job"

Employer Tips

We are big family and is important for us that you feel comfortable working with us. For that reason we have prepared the following recommendations for you:

- TIP 1** Present yourself to you new teammates, they are looking forward to your arrival
- TIP 2** Follow the team dynamics workshops we organize.
- TIP 3** Be social, don't be afraid to talk to you teammates

If you want to know more about the company and the dynamics check our guide:
[Company guide >>](#)

Edit

Penalty Clause

Which is the consequence?

The Penalty Clause consists on an **immediately payable fine**. There are two cases:

(Case A)

- Pay 4 gross monthly salaries of the employee for each violation
- And, pay half gross monthly salary for each day that the violation continues

(Case B)

- Paying full compensation instead of this fine.

The employer reserves the right to decide which of both cases applies.

When does it apply?

The Penalty Clause is a consequences which applies in case one or several of the following promises have been broken:

- Confidentiality
- Relationship clause
- Non - Competition clause

On the promises section it is specified which are the terms and conditions that apply to each of the cases.

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

Alignment Results

TRUST: Trust is essential for the employer to delegate work and for the employee to feel safe in the position.

| | | |
|---------------|--------------|---|
| TRUST | Progress bar | ⊖ |
| COMMUNICATION | Progress bar | ⊕ |
| RESPECT | Progress bar | ⊕ |
| TRANSPARENCY | Progress bar | ⊕ |
| COMPREHENSION | Progress bar | ⊕ |
| ALIGNMENT | Progress bar | ⊕ |
| LOYALTY | Progress bar | ⊕ |

These parameters are the result of the alignment test you developed during the recruitment phase

These parameters are the results of the company's values

Next

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

THINGS YOU SHOULD KNOW ABOUT US

- We have stand-up meetings every monday morning, to plan the weekly work.
- Every Friday at 6.00 pm we organize drinks. Is not all work in here, we also want you to have fun.
- Every year we do a 4-days trip together so we get to know each other a bit better.

Next

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision | Sign Contract

Vision & Role

WHAT IS THIS? In this section, important information regarding the alignment is shown. Also you can find the tasks you will developed in the new position and interesting facts about the company

YOUR TASKS AS UI/UX DESIGNER

- Gathering and evaluating user requirements, in collaboration with product managers and engineers
- Illustrating design ideas using storyboards, process flows and sitemaps
- Designing graphic user interface elements, like menus, tabs and widgets

Next

Hello, John Doe

Welcome | Time & Value | Timeline | Promises | Concerns | Consequences | Vision & Role | Sign Contract

Signing the contract

You have read the whole contract!

You made it! We hope you enjoyed the reading. We made our best effort to make all the points clear, however, we might have failed on something, let us know if you have any doubts. In case that everything is clear you can proceed to sign the contract.

[I have questions](#)

SIGN CONTRACT

Appendix N | Test Material

FARINESS TEST

See Appendix K | Test Material to see the prototypes used for the fairness test

TEST SCRIPT: CYCLE 3

Introduction: 2 mins

- Thank you for participating
- My name is Andrea Montella and I'm a student in MSc Design for Interaction at TU Delft. Currently, I'm doing my thesis project in collaboration with the company Visual Contracts, and this is Lieke the founder.
- The goal of the project was to "Exploring the Fairness of Visual Employment Contracts" and during this test we will evaluate the usability, the understandability and the fairness of the visual employment contracts.
- The test will take around 30-45 mins and it has 3 parts: Exploration, questionnaire and fairness test.
- You are free to leave at any time
- Tell me about your experience with contracts.

Exploration & Discussion of the prototypes (15 min)

Scenario:

"You were searching for a job and you already passed all the recruitment phases for a new position. You have just received your new employment contract"

- Remember that the visual is interactive and that is a prototype so is not complete
- It is a template from an employment contract
- Explore it freely and think out loud (Describe what you see or what you think about the prototype)

Answering the online questionnaire (5min)

- Answer the questions and let me know if you have any doubts
- Answer freely

Questionnaire: <https://forms.gle/D2P7CFuFowuTSXRM8>

Fairness Test (15min)

Scenario: " You have received two job offers, and you need to choose one which you think is the most fair, which one would you choose?"

- The goal is to evaluate how fair these two versions are.
- Please do not feel pressured, remember that the goal is to evaluate the fairness and not your abilities

Appendix 0 | Questionnaire & Results

QUESTIONNAIRE

See Appendix L | Questionnaire & results to see the format of the questionnaire as the same questionnaire was used in both Cycles. As follows the results will be presented

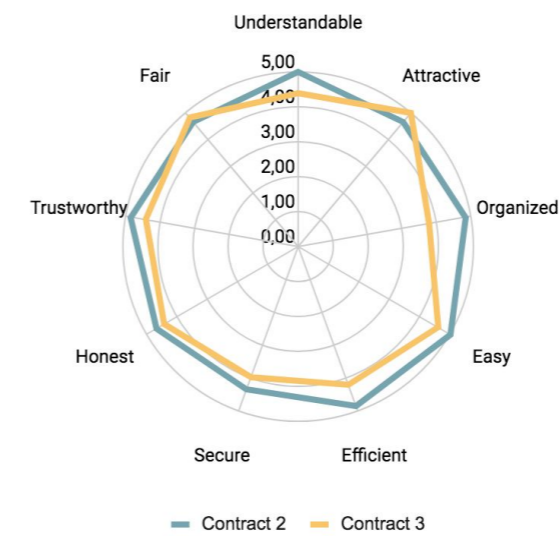
RESULTS

PERCEPTION COMPARISON

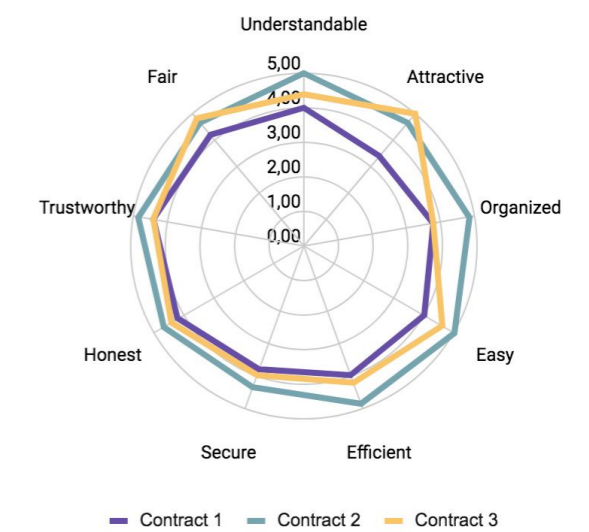
PERCEPTION RESULTS

| CONTRACT 3 | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|--------------------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| User Test Participant | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 |
| | 5 | 5 | 4 | 5 | 5 | 3 | 4 | 4 | 5 |
| | 4 | 5 | 4 | 5 | 4 | 4 | 4 | 4 | 5 |
| | 4 | 5 | 2 | 3 | 3 | 4 | 4 | 4 | 4 |
| | 4 | 5 | 4 | 5 | 4 | 4 | 5 | 5 | 5 |
| Average Test Participant | 4,40 | 5,00 | 3,80 | 4,60 | 4,20 | 4,00 | 4,40 | 4,40 | 4,80 |

Contract 2 vs Contract 3



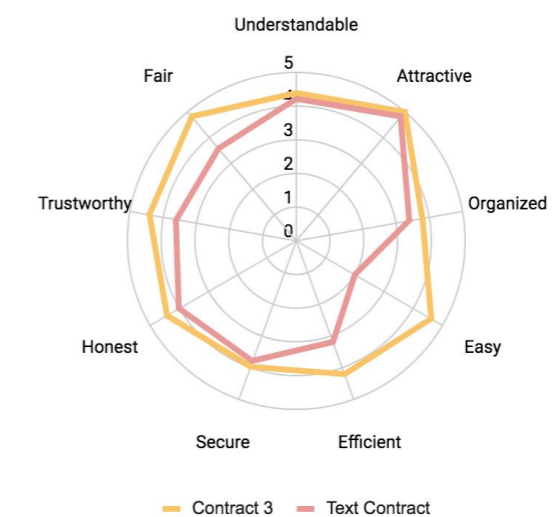
Contract 1 vs Contract 2 vs Contract 3



OVERALL PERCEPTION RESULTS

| CONTRACT 3 | Understandable | Attractive | Organized | Easy | Efficient | Secure | Honest | Trustworthy | Fair |
|---------------|----------------|------------|-----------|------|-----------|--------|--------|-------------|------|
| Text Contract | 4,20 | 4,80 | 3,40 | 2,00 | 3,20 | 3,80 | 4,00 | 3,60 | 3,60 |
| Contract 1 | 4,00 | 3,40 | 3,80 | 4,00 | 4,00 | 3,80 | 4,20 | 4,40 | 4,20 |
| Contract 2 | 5,00 | 4,67 | 4,83 | 5,00 | 4,83 | 4,33 | 4,67 | 4,83 | 4,67 |
| Contract 3 | 4,40 | 5,00 | 3,80 | 4,60 | 4,20 | 4,00 | 4,40 | 4,40 | 4,80 |

Text vs Contract 3



Contract 2 vs Contract 3

Contract 1 vs Contract 2 vs Contract 3

QUESTIONNAIRE RESULTS

| Was the information on the contract understandable for you? Explain briefly why Why? | Do you think that the visual contract contributes to fairness? Explain briefly why Why? | Do you think that the visual contract can help you to make better decisions? Explain briefly why Why? |
|---|---|--|
| Yes clearly formulated | Yes it is all clear | Yes because it is visual |
| Yes Use of icons, different layers of information. Clear use of colors. | Yes Seems someone put a lot of effort in it. More connections to parts than you would see in a paper contract. | Yes You will take the time to read everything. You can go back, good overview. |
| Yes Yes, it has many popups so you are able to read more detailed information | Yes Yes it helped me as an employer and it lowers the level of difficulty to understand a contract | Yes Yes information is presented to you in an easier way to understand, and secondly easier to find in the different sections instead of reading text only in a regular contract. |
| No refer to interview notes | No fairness is independent of presentation | No Too much for me irrelevant information |
| Yes x | Yes both rights and obligations are well represented. | Yes easier to read then the text |

| Q4 - Do you think that visual contracts can empower people? Why? | Q5 - Which are the positive/negative aspects of the contract? | Q6 - Which of both contracts do you think is more fair? Why? | Comments |
|---|--|---|--|
| Yes claro | i only see positive aspect. | Prototype A it gives me more information | no comments |
| No Make them feel taken serious, but not empowered because all employees will get their contract in this way. for me empowerment is not what I expect as a feeling in the process of signing the contract. | More clear and honest than a paper contract. Improvement in the details. Private vs. general information should be clear. | Prototype B --- | She couldn't identify which one was fairer |
| Yes Yes see answer on previous question. | Clear overview so thats very good. Negative can be it doesn't work as efficient for every type of person, so thats something to test diversly. | Prototype A A because there are 2 feedback sessions already planned in the first 6 months, which gives me more confidence the employer is more involved with his personell and their progress. | - |
| No Not depending on contract but on person | Contract should only contain the bare minimum | Prototype A 36 hour | - |
| Yes knowing your right and obligations is always better | can't think of one negatief | Prototype A more information that employees want to know | - |

EXPLORING FAIRNESS IN VISUAL EMPLOYMENT CONTRACTS

APPENDIX