

# Collective Labour Agreement for Temporary Agency Workers

2009 - 2014  
*version November 2011*



## Trade unions and the Collective Labour Agreement for Temporary Agency Workers

The terms of this Collective Labour Agreement for Temporary Agency Workers are negotiated between the employers' organisations and the trade unions. Temporary agency workers can also influence the Collective Labour Agreement for Temporary Agency Workers by joining a union. The trade unions negotiate on behalf of their members. The negotiators involve the members in the process of drawing up the Collective Labour Agreement for Temporary Agency Workers. Members have several opportunities to give their opinions. Ultimately, they are also the ones who vote on the result of the negotiations.

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# **Collective Labour Agreement for Temporary Agency Workers**

*2009 - 2011 remuneration and employment conditions*

*2009 - 2014 legal status, pension and training*

## **Collective Labour Agreement for Temporary Agency Workers**

### **2009 - 2011 remuneration and employment conditions**

Articles 1 up to and including 4, 10, 11, 18 up to and including 29, 32 up to and including 41, 44 up to and including 50, 53, 54

### **2009 - 2014 legal status, pension and training**

Articles 5 up to and including 9, 12 up to and including 17, 30, 31, 42, 43, 51, 52, 55

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## Collective Labour Agreement for Temporary Agency Workers

The undersigned, namely:

1. Algemene Bond Uitzendondernemingen (ABU - association of private employment agencies), registered in Amsterdam, party of the one part,
2.
  - a. FNV Bondgenoten, registered in Utrecht,
  - b. CNV Dienstenbond, registered in Hoofddorp, Haarlemmermeer,
  - c. De Unie, trade union for industry and services, registered in Culemborg,
  - d. LBV, registered in Rotterdam,each party of the other part,

whereas:

- in April 1996, the Industrial Labour Council (Stichting van de Arbeid) presented its advisory report on flexibility and security to the government. The advisory report described, amongst other things, the future employment law relationship between the private employment agency and temporary agency worker;
- parties in the temporary agency work sector agreed on a covenant in April 1996, in which agreements were concluded on the legal status, pension and training of temporary agency workers. The covenant should be seen in combination with that part of the advisory report of the Industrial Labour Council concerned with the future employment law relationship between the temporary agency worker and private employment agency;
- parties agreed in the *Collective Labour Agreement for Temporary Agency Workers 2004-2009* to make a joint evaluation before the expiry of the *Collective Labour Agreement for Temporary Agency Workers 2004-2009*, in terms of the operation of the agreements on flexibility and security, with a view to examining whether a new multi-year Collective Labour Agreement with similar arrangements could be concluded, and if so the amendments that would be required;
- parties to the *Collective Labour Agreement for Temporary Agency Workers 2004-2009* decided to leave the part concerned with legal status of this Collective Labour Agreement in question intact and for it to take effect as of 29 March 2009;
- parties deem the role of training and development to be of great importance and have therefore made agreements to invest in training to promote sustainable labour participation and growth possibilities for temporary agency workers on the labour market.

Agree\*:

on the *Collective Labour Agreement for Temporary Agency Workers*, consisting of articles 1 up to and including 55, as set forth below, followed by appendices I up to and including VIII, and subsequently followed by protocols A up to and including C, all of which form part of this Collective Labour Agreement.

*\* If the present Collective Labour Agreement involves a departure on the grounds of a statutory provision that can only be contracted out of in a collective agreement, this is generally indicated by an asterisk, followed by the relevant section of the law.*

## Chapter 1 Definitions, scope, nature of the Collective Labour Agreement

### Article 1 Definitions

The following definitions apply in this Collective Labour Agreement:

- a. **work and rest times:** the work and rest times in the meaning of the Working Hours Act;
- b. **prospective temporary agency worker:** the natural person registered by the private employment agency as possibly available for agency work;
- c. **Collective Labour Agreement parties:** parties to the *Collective Labour Agreement for Temporary Agency Workers*, namely ABU, FNV Bondgenoten, CNV Dienstbond, De Unie and LBV;
- d. **compensation hours:** time off or partial hours that are not holiday hours awarded pursuant to article 27 of this Collective Labour Agreement. No (reserves for) holiday days, holiday allowance, short-term absence, special leave and public holidays are accrued on compensation hours and no waiting day compensation is owed;
- e. **the Collective Labour Agreement:** this Collective Labour Agreement, including all appendices and protocols;
- f. **secondment agreement:** the agency work employment contract without agency clause in phase A, B or C;
- g. **actual wage:** the actual gross amount, excluding holiday allowance, bonuses, allowances, overtime, compensation hours, etc. allocated on the basis of time, taking this Collective Labour Agreement into account;
- h. **worked week:** each week in which agency work actually takes place;
- i. **hirer's remuneration:** the rightful remuneration of an employee employed by the hiring company, working in an equal or similar job to that of the temporary agency worker. The hirer's remuneration comprises:
  1. only the applicable period wage in the scale;
  2. the applicable working hour's reduction per week/month/year/period. Compensation for this may be paid in time and/or money, as the private employment agency sees fit;
  3. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus) and shift bonus;
  4. initial wage increase, size and time as determined in the user company's organisation;
  5. allowance (insofar as the private employment agency is permitted to pay the allowance exempt from wage tax and social security contributions: travelling expenses, pension costs and other costs that are necessary on account of performing the work);
  6. period-linked salary amounts, size and time as determined in the hirer's organisation;
- j. **registration:** the pre-contractual stage, which may precede the agency work employment contract, in which the temporary agency worker informs the private employment agency that he/she is possibly available for agency work and in which the private employment agency informs the prospective temporary agency worker that it will designate him/her as a possible candidate for future placement;
- k. **payslip:** a written or electronic statement as meant in Section 7:626 Netherlands Civil Code;
- l. **assignment:** the agreement between the user company and employment agency, which means that a temporary agency worker is made available to the user company;

- m. **user company:** the third party to whom a temporary agency worker is made available by an employment agency;
- n. **successive employership:** the situation where the temporary agency worker is successively employed by various employers who must reasonably be deemed to be each other's successors due to the work carried out;
- o. **availability:** the temporary agency worker's employment with the user company;
- p. **reversion wage:** 90 percent of the actual wage in the most recently ended placement, but at least the statutory minimum wage;
- q. **agency work:** the work performed by the temporary agency worker pursuant to the agency work employment contract;
- r. **agency clause:** the condition in the agency work employment contract that stipulates that the agency work employment contract will end by operation of law in the event of the private employment agency's placement of the temporary agency worker with the user company ending at the user company's request (see Section 7:691, subsection 2, of the Netherlands Civil Code);
- s. **temporary agency worker:** the natural person who concludes an agency work employment contract with the private employment agency;
- t. **private employment agency:** the natural person or legal entity that places temporary agency workers at the disposal of (deploys with) user companies;
- u. **agency work employment contract:** the employment contract as meant in Section 7:690 Netherlands Civil Code by means of which one party, the employer, places the other party, the employee, at the disposal of a third party, within the scope of operating the employer's profession or business, to perform work under the third party's supervision and management, pursuant to a contract for professional services, which the third party has concluded with the employer;
- v. **holiday workers:** school pupils, students and other persons following a study programme, who perform work on a temporary basis during the (summer) holidays of their educational institution and who do not continue to perform work afterwards in the service of the private employment agency;
- w. **length of stay:** the entire period that a temporary agency worker works for a user company, commencing on the first day of the work for the user company concerned, regardless of the nature of the work and the contract for professional services;
- x. **waiting day compensation:** the allowance in the form of an increase on top of the actual wage, which has to be allocated on the grounds of article 33, paragraph 4 of this Collective Labour Agreement, in the cases stated in that paragraph;
- y. **week:** the week begins on Monday at 0:00 and ends on Sunday at 24:00;
- z. **employers' organisations:** the employers' organisations named in the introduction to this agreement as parties of the other part.

## Article 2 **Scope**

1. This Collective Labour Agreement applies to agency work employment contracts between temporary agency workers and a private employment agency, if and insofar as the sum of the agency work wage and salary bill is at least 50 percent of that private employment agency's total annual wage and salary bill on which social security contributions are due, excluding

dispensation on the grounds of article 4 of this Collective Labour Agreement.

2. This Collective Labour Agreement does not apply to employers who are admitted as members to the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU). The NBBU's website lists an overview of these members.
3. This Collective Labour Agreement does not apply to private employment agencies covered by the scope described in another sector's Collective Labour Agreement, unless the private employment agency concerned meets the cumulative requirements stipulated in paragraph 4.
4. Notwithstanding the provisions of paragraph 3, this Collective Labour Agreement shall continue to apply to private employment agencies that meet the following cumulative requirements:
  - a. the business activities of the private employment agency consist entirely of placing workers, as referred to in Section 7:690 of the Netherlands Civil Code; and
  - b. the workers (temporary agency workers) of that employer are for at least 25 percent of the wage and salary bill, or at least of the relevant quantitative criterion (such as working hours) in the Collective Labour Agreement concerned, involved in work carried out in some branch of business other than that described in the scope of that other Collective Labour Agreement; and
  - c. the employer deploys workers for at least fifteen percent of the total annual wage and salary bill on which social security contributions are due, on the basis of agency work employment contracts containing the agency clause referred to in Section 7:691, subsection 2, of the Netherlands Civil Code, as further defined in Annex 1 belonging to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary of Finance of 2 December 2005, the Directorate of Social Insurance Schemes, No. SV/F&W/05/96420 in implementation of the Social Insurance (Funding) Act (*Wet financiering Sociale Verzekeringen: the 'Wfsv Regulation'*) published in the Government Gazette, number 242 of 13 December 2005. From the date of this decree coming into force, the private employment agency shall be deemed to have fulfilled this criterion, if and insofar as that fulfilment has been determined by the implementing body; and
  - d. the private employment agency is not part of a group that is linked directly or through a general binding statement to the other Collective Labour Agreement in question; and
  - e. the private employment agency is not a jointly agreed labour pool.

### Article 3 **Duration**

This Collective Labour Agreement, commencing on 29 March 2009, has been concluded:

- a. with regard to articles 5 up to and including 9, 12 up to and including 17, 30, 31, 42, 43, 51, 52, 55: for a period of five years, until 29 March 2014;
- b. with regard to all the other articles, as well as the appendices and protocols: for a period of two years, that is from 29 March 2009 up to and including 27 March 2011. On 15 February 2011, the parties to the CLA decided that these articles will remain in force until 1 April 2012.

### Article 4 **Dispensation**

1. At the request of parties to another Collective Labour Agreement, the parties to this Collective Labour Agreement may grant dispensation in respect of the application of (the provisions of)

this Collective Labour Agreement, subject to conditions to be set by the parties to the Collective Labour Agreement concerned. The SNCU's (foundation for monitoring compliance with the Collective Labour Agreement for Temporary Agency Workers) confirmation of the fulfilment of the Collective Labour Agreement for which dispensation has been requested shall always be a precondition for dispensation.

2. A written request stating the reasons for dispensation in respect of (the provisions of) this Collective Labour Agreement should be submitted to the Dispensation Committee, at the following address: PO Box 144, 1170 AC Badhoevedorp.
3. The Dispensation Committee decides on behalf of the Collective Labour Agreement parties on a dispensation request.

## Chapter 2 General obligations of the employer and employee

### Article 5 Registration

1. The private employment agency registers natural persons as prospective temporary agency workers.
2. By registering, prospective temporary agency workers indicate to the private employment agency that they are possibly available for agency work and the private employment agency indicates to the prospective temporary agency workers that it considers them to be possible candidates for future placements.
3. Registration does not oblige the private employment agency to offer agency work. Registration does not oblige prospective temporary agency workers to accept any offer of agency work.
4. The prospective temporary agency worker shall provide information about his employment history upon registering\*.
5. Upon termination of the agency work employment contract temporary agency workers continue to be registered with the private employment agency unless the (prospective) temporary agency worker requests that the registration be terminated.

\* In this Collective Labour Agreement, persons are always referred to in the masculine form. This is purely for stylistic reasons.

### Article 6 Conditions of deployment

1. Before signing the agency work employment contract, the private employment agency gives the temporary agency worker a written or electronic copy of the *Collective Labour Agreement for Temporary Agency Workers*. On request the temporary agency worker shall receive the Collective Labour Agreement in writing.
2. Upon concluding the agency work employment contract, the private employment agency and the temporary agency worker enter into written agreements about the job, working hours and payment, taking this Collective Labour Agreement into account.
3. Departures from the *Collective Labour Agreement for Temporary Agency Workers* and the appendices are only permissible:
  - a. insofar as this benefits the temporary agency worker; and
  - b. provided the departure is agreed on in writing when the agency work employment contract is concluded between the private employment agency and temporary agency worker.
4. If requested the temporary agency worker must identify himself to both the private employment agency and the user company.

### Article 7 Disclosure of previous employment on offer of agency work

#### *Successive employership*

1. Every offer the private employment agency makes to the temporary agency worker concerning agency work shall be made subject to the condition set forth in paragraph 3.
2. If requested by the private employment agency, prospective temporary agency workers shall be obliged to provide the private employment agency with information on their employment his-

tory before accepting the agency work offered.

3. If on the grounds of the information referred to under paragraph 2 of this article, the private employment agency could be considered as a successive employer, the private employment agency shall be entitled to withdraw the offer before the agency work commences.
4. The provisions of Sections 7:668a, subsection 2, and Section 7:691, subsection 5, of the Netherlands Civil Code (successive employers) do not apply to a private employment agency that could not have foreseen the applicability of those provisions as a result of a temporary agency worker's conscious or otherwise culpable provision of incorrect or incomplete employment history information.

#### *Pension*

5. If a prospective temporary agency worker is offered agency work, and if asked, he is required to report before the acceptance thereof to the private employment agency whether he has met the requirements of participation in the pension as set out in articles 1 and 9 of Appendix III.

#### **Article 8 Statement of accumulated rights**

At the request of a temporary agency worker who terminates agency work and deregisters as a prospective temporary agency worker, the private employment agency shall provide a statement of the rights which the temporary agency worker has accumulated in the system of phases; this shall include a statement that the pension participation requirements stipulated in articles 1 and 9 of Appendix III have been met if applicable.

#### **Article 9 Relationship between temporary agency worker/user company/employment agency**

1. The temporary agency worker performs his work pursuant to the agency work employment contract with the private employment agency under the user company's supervision and management.
2. The temporary agency worker must comply with reasonable regulations of the private employment agency and user company concerning the performance of this work.
3. The private employment agency must stipulate that the user company shows the same due care in the supervision and management of the temporary agency worker as that shown to the user company's own employees.
4. *Equal treatment*

On the basis of the constitutional principle that everyone in the Netherlands shall be treated equally in similar circumstances, private employment agencies reject discrimination on the grounds of religion, life philosophy, political persuasion, race, gender, nationality, heterosexual or homosexual orientation, marital status, disability, chronic illness or age.

#### **Article 10 Rules of conduct and sanctions**

1. The temporary agency worker must comply with the approved official regulations and rules of conduct of both the user company and private employment agency.
2. The following sanctions, possibly combined, shall apply in the case of undesirable behaviour, irregularities or breaches of the rules of conduct, procedures or instructions on the part of the temporary agency worker, in accordance with the nature and circumstances of the breach in question:

- a. reprimand;
  - b. suspension, possibly without pay\*;
  - c. dismissal (with immediate effect if necessary).
3. Suspension with pay stoppage\* shall be possible in any case if the temporary agency worker may reasonably be deemed to have failed to fulfil his obligations, according to objective criteria, and the failure results in the termination of the placement.
  4. In the event of the private employment agency imposing sanctions, as referred to in paragraph 2 under a. and b. of this article, the temporary agency worker may appeal to the Disputes Committee for the Temporary Agency Work Sector, as referred to in article 48 of this Collective Labour Agreement. In this case accelerated proceedings may take place\*\*.
  5. The temporary agency worker can request written rehabilitation in these proceedings.

\* *This is contrary to Section 7:628 of the Netherlands Civil Code, insofar as applicable.*

\*\* *The form and explanation you must submit in connection with the accelerated proceedings before the Disputes Committee for the Temporary Agency Work Sector can be downloaded from the ABU website.*

#### Article 11 **Time registration form**

1. At the commencement of each placement, and for as long as it continues thereafter, the temporary agency worker shall be issued with a time registration form (timesheet) each week.
2. The temporary agency worker shall complete the form at the end of each week, indicating the number of normal, bonus and/or overtime hours he has worked in that week. The temporary agency worker shall then submit the form to the user company for approval and signing. The temporary agency worker shall hand in the signed form immediately to the private employment agency.
3. If the user company as opposed to the temporary agency worker (automatically) issues the private employment agency with the time registration form, the private employment agency ensures that the temporary agency worker is given it to inspect and can receive a copy. In the event of a dispute about the time registration form, the private employment agency shall bear the burden of proof with regard to the number of hours the temporary agency worker has worked.

## Chapter 3 Legal status

### Article 12 Commencement and nature of the agency work employment contract

#### 1. *Commencement of the agency work employment contract*

Unless agreed otherwise in the agency work employment contract, the agency work employment contract shall be deemed to have been concluded on the date on which the temporary agency worker actually commences the agreed work.

#### 2. *Nature of the agency work employment contract*

Two forms of agency work employment contract may be concluded:

##### a. the agency work employment contract with agency clause.

An agency work employment contract with agency clause may be concluded for the duration of the placement and no longer than until the end of phase A;

##### b. the secondment agreement.

A secondment agreement can be entered into for a fixed period or indefinitely.

### Article 13 Deployment phases

#### 1. *Phase A*

a. Temporary agency workers work in phase A for as long as they have not worked more than 78 weeks for the same private employment agency.

b. Phase A lasts 78 worked weeks\*<sup>1</sup>. Temporary agency workers do not work in phase B (see below, paragraph 2 of this article) if they have not worked more than 78 weeks for the same private employment agency.

c. In phase A, temporary agency workers always work on the basis of an agency work employment contract with agency clause, unless a secondment agreement has been expressly concluded.

d. The 78 weeks in phase A continue to be counted (only the worked weeks are counted), for as long as there is no interruption of 26 weeks\*<sup>2</sup> or more between two agency work employment contracts. If there is an interruption of 26 weeks or more, counting starts again.

e. Contrary to the provisions of items a., b. and d. of this paragraph, temporary agency workers who reach the age on which they become entitled to state pension (AOW) work in phase A for as long as they have not worked more than 130 weeks for the same private employment agency.

\*<sup>1</sup> *Contrary to the provisions of Section 7:691 subsection 1 and Section 7:688a of the Netherlands Civil Code.*

\*<sup>2</sup> *Contrary to Section 7:691 subsection 4 of the Netherlands Civil Code.*

#### 2. *Phase B*

a. Temporary agency workers work in phase B once the agency work employment contract is continued after phase A or if a new agency work employment contract is concluded within 26 weeks of the completion of phase A with the same private employment agency.

b. Phase B lasts two years\*<sup>1</sup>. Temporary agency workers do not work in phase C (see below,

paragraph 3 of this article) if they have not worked more than two years in phase B and/or no more than eight\*<sup>2</sup> secondment agreements for a fixed period have been concluded with the same private employment agency in phase B.

- c. In phase B, temporary agency workers always work on the basis of a secondment agreement for a fixed period, unless a secondment agreement is expressly concluded for an indefinite period.
- d. The two-year period and the eight secondment agreements (as referred to under b.) continue to be counted\*<sup>2</sup> for as long as there is no interruption of thirteen weeks\*<sup>3</sup> or more between two secondment agreements. If there is an interruption of thirteen weeks or longer - but shorter than 26 weeks - the counting of phase B restarts from the beginning. If there is an interruption of 26 weeks or more between two secondment agreements, the counting of phase A starts again.
- e. If contrary to article 13, paragraph 1, under a. and b., a temporary agency worker works in phase B, without full use being made of phase A, the private employment agency shall be entitled, for 26 weeks, or any period shorter than this that the temporary agency worker has already worked for the same private employment agency in phase A, to exclude the continued payment of wages obligation, as referred to in article 30.

*Explanation:*

\*<sup>1</sup> *Contrary to Section 7:668a, subsection 1, under a., of the Netherlands Civil Code. The period of three years in this section has been reduced to two years.*

\*<sup>2</sup> *Contrary to Section 7:668a subsection 1, under b. of the Netherlands Civil Code. The limit of three contracts in this section has been increased to eight.*

\*<sup>3</sup> *In accordance with Section 7:668a subsection 1 of the Netherlands Civil Code.*

3. *Phase C*

- a. Temporary agency workers work in phase C once the secondment agreement is continued after completion of phase B, or if a new secondment agreement is concluded within thirteen weeks of the completion of phase B with the same private employment agency.
- b. In phase C temporary agency workers always work on the basis of a secondment agreement for an indefinite period.
- c. After the expiry of a secondment agreement for an indefinite period, if the work is interrupted for a shorter period than 26 weeks, the counting of phase B starts again. If there is an interruption of 26 weeks or longer, the counting of phase A starts again.
- d. If a secondment agreement concluded for an indefinite period and terminated other than by a legally valid notice or by its dissolution by the court is extended one or more times after an interruption of no more than three months, advance notice shall be required for the termination of that last secondment agreement. The term of notice shall be counted from the date of the secondment agreement's conclusion for an indefinite period\*.

\* *In accordance with Section 7:667, subsection 4 of the Netherlands Civil Code.*

**Article 14 Termination of agency work employment contract with agency clause**

1. In the case of an agency work employment contract with an agency clause, the temporary agency worker shall be permitted to terminate the agency work employment contract prematurely with immediate effect. At least one working day beforehand, the temporary agency worker shall be obliged to notify the private employment agency of any intention to terminate the contract prematurely, so that the private employment agency can arrange a replacement for the user company.
2. In the case of an agency work employment contract with agency clause, the private employment agency shall notify the temporary agency worker in good time about the approaching expiry of the agency work employment contract, so that the temporary agency worker can make preparations, taking into account the following period of notice:

Duration of placement in worked weeks	Period of notice in calendar days
0 to 12 weeks	0
12 to 26 weeks	5
26 to 52 weeks	10
52 up to and including 78 weeks	14

3. If the private employment agency fails to take into account the full period of notice referred to in paragraph 2, it shall be obliged to pay the temporary agency worker an allowance equal to what the temporary agency worker would have earned during that part of the period of notice that was not taken into account. The private employment agency shall be exempt from this obligation if and insofar as it offers the temporary agency worker appropriate work (as determined in article 31 of the *Collective Agreement for Temporary Agency Workers*) during that part of the period. The private employment agency shall also be exempt from this obligation if and insofar as the temporary agency worker does not accept the suitable work that is offered.
4. Contrary to the provisions of paragraph 2, taking a period of notice into account shall not be required if the employee is incapable for work. In the event of incapacity for work, an agency work employment contract with the agency clause shall be deemed to have been terminated at the user company's request, with immediate effect, directly after receipt of the notification referred to in article 33, paragraph 1, of this Collective Labour Agreement.
5. Unless the (prospective) temporary agency worker terminates the registration with the private employment agency, the termination of the agency work employment contract in one of the ways referred to in the preceding paragraphs of this article shall result in a return to the situation referred to in article 5, paragraphs 2, 3 and 4 of this Collective Labour Agreement.
6. Any agency work employment contract with agency clause ends by law on the day on which the temporary agency worker reaches the age on which he becomes entitled to state pension (AOW), unless this is expressly departed from in the individual employment contract.

**Article 15 Termination of the secondment agreement**

1. A secondment agreement concluded for a fixed period may always be prematurely terminated by the temporary agency worker or the private employment agency as of the next working day,

taking into account the terms of notice stipulated here below in paragraph 2, unless the possibility of premature termination is expressly excluded in writing in the secondment agreement. Premature termination may only be excluded if the secondment agreement was concluded for three months or longer.

2. a. For the temporary agency worker, the terms of notice referred to in paragraph 1 of this article are:
  - in the case of a secondment agreement for a fixed period of up to three months or less: seven calendar days;
  - in the case of a secondment agreement for a fixed period in which the end has not been set on a calendar date and the contract has not yet lasted three months: seven calendar days;
  - in the case of a secondment agreement for a fixed period of more than three months but less than six months: fourteen calendar days;
  - in the case of a secondment agreement for a fixed period in which the end has not been set on a calendar date and the contract has lasted more than three months but less than six months: fourteen calendar days;
  - in the case of a secondment agreement for a fixed period of six months or longer: 28 calendar days;
  - in the case of a secondment agreement for a fixed period in which the end has not been set on a calendar date and the contract has already existed for six months or longer: 28 calendar days.
- b. The term of notice referred to in paragraph 1 of this article is one month for the private employment agency.
3. Contrary to the provisions of paragraphs 1 and 2 of this article, each secondment contract that is concluded for a fixed period under the condition that excludes the continued payment of wages obligation, may be terminated prematurely with immediate effect by either party if the private employment agency invokes the said condition. In that case, the temporary agency worker may terminate the contract immediately, whereas the private employment agency must give three months' notice.
4. A secondment agreement that has been concluded for an indefinite period may be terminated at any time by the temporary agency worker or the private employment agency as of the next working day, taking into account a term of notice of one month, unless a different term of notice is stated in the agency work employment contract. If a longer term of notice is agreed on in the agency work employment contract, that term of notice shall apply to both the temporary agency worker and the private employment agency\*.
5. Any secondment agreement for a fixed period or indefinite period ends by law on the day on which the temporary agency worker reaches the age on which he becomes entitled to state pension (AOW), unless this is expressly departed from in the individual secondment agreement.

\* *Contrary to Section 7:672 of the Netherlands Civil Code.*

## Article 16 Trial periods

1. A secondment agreement may only include a trial period clause if and insofar as the contract is concluded for a period of at least three months; in that case the maximum trial period laid down by law shall apply.
2. If the parties conclude more than one secondment agreement interrupted by periods shorter than 26 weeks, and the preceding secondment agreement is not terminated during the trial period, no trial period may be stipulated in a subsequent secondment agreement, unless the work performed within the scope of that secondment agreement clearly requires the employee to have different skills or take on different responsibilities from those which the employee may reasonably be expected to have acquired sufficient insight on from experiences gained during the preceding contract(s).
3. However, contrary to paragraphs 1 and 2 of this article, each secondment agreement concluded for a fixed or determinable period of three months or longer, if and insofar as the temporary agency worker is placed with a new user company who is not acquainted with the temporary agency worker, may be concluded under the special trial period clause, which entails a trial period of seven calendar days during which the secondment agreement may be terminated with immediate effect by the temporary agency worker on the one hand and the private employment agency on the other hand at the user company's request.

### *Explanation:*

*Parties to this Collective Labour Agreement deem the special trial period of article 16, paragraph 3, to be necessary, bearing in mind the specific nature of the agency work relationship, in which it must be possible to discover whether a temporary agency worker and user company who are unacquainted with each other are able to work together and, if they are not, the private employment agency must have the limited possibility, albeit within clear and strict limits, of terminating the employment immediately during the commencement period of an employment contract for a definite period.*

*The statutory regulation of trial periods (Section 7:652 of the Netherlands Civil Code) reads as follows:*

1. *If the parties agree on a trial period, it must be the same for both parties.*
2. *The trial period must be agreed in writing.*
3. *Upon commencement of an employment contract for an indefinite period, a trial period may be agreed on of up to two months.*
4. *Upon commencement of an employment contract for a fixed period, a trial period may be agreed on of up to:*
  - a. *one month, if the contract is concluded for a period of less than two years;*
  - b. *two months, if the contract is concluded for a period of two years or longer.*
5. *If the end of a contract for a fixed period is not fixed on a calendar date, a trial period may be agreed on of up to one month.*
6. *Departures from subsections 4a and 5 to the employee's detriment may only be made by means of a collective deployment agreement or by means of arrangements made by or on behalf of a competent administrative body.*
7. *Any provision stipulating that the trial period is not the same for both parties or is to be longer than*

*two months, as well as any provision where entering into a new trial period means that the total trial periods exceed two months is void.*

#### **Article 17 Successive employership, legal status and remuneration**

1. Successive employership means the situation in which the temporary agency worker has worked continuously in the service of different employers, each of which must reasonably be deemed to be the successor of the previous employer in terms of the work that was performed.
2. In any case, the successive employership referred to in paragraph 1 of this article shall not be deemed to apply, if the interruption between the two employment and/or agency work employment contracts has lasted thirteen weeks or more\*<sup>1</sup>.
3. The private employment agency who must be deemed as successive employer must take the temporary agency worker's relevant employment history at the previous employer(s) into account when determining the temporary agency worker's legal status. Relevant employment history is defined as the number of weeks / length of the period in which the temporary agency worker performed what can reasonably be deemed the same or virtually the same work at the previous employer.
4. The relevant employment history built up by the temporary agency worker at the previous employer(s) must, in the case of successive employership, be fit in with the phase system as included in the Collective Labour Agreement. The counting of periods worked and employment and/or agency work employment contracts starts at the beginning of phase A.
5. If the private employment agency must be deemed a successive employer and the temporary agency worker worked for the previous employer(s) on the basis of a employment and/or agency work employment contract for an indefinite period, which contract ended by valid cancellation or dissolution by the court\*<sup>2</sup>, contrary to the previous paragraph and the provisions of Section 7:668a and 7:691 of the Netherlands Civil Code it applies that the relevant employment history at the previous employer(s) does not count towards the determination of the temporary agency worker's legal position at the private employment agency, on the understanding that:
  - the temporary agency worker starts in phase A if his relevant employment history at the previous employer(s) amounts to less than 78 weeks worked, whereby the relevant employment history is deducted from the total duration of phase A;
  - the temporary agency worker starts at the beginning of phase B if his relevant employment history at the previous employer(s) amounts to 78 weeks or more worked.For the purposes of this paragraph, cancellation by the liquidator in the sense of Section 40 of the Bankruptcy Act is not deemed valid cancellation as referred to in this paragraph.
6. *Temporary agency workers reaching the age on which they become entitled to state pension (AOW)*  
If there is a case of successive employership for a temporary agency worker who reaches the age on which he becomes entitled to state pension (AOW), the following applies, if necessary contrary to paragraphs 4 and 5 of this article:
  - a phase A of 130 weeks if the relevant employment history at the previous employer(s) was less than 130 weeks. The relevant employment history is deducted from these 130 weeks on the understanding that at least 52 weeks must always remain in phase A.
  - a phase A of 52 weeks if the relevant employment history at the previous employer(s) was

more than 130 weeks, which means that the temporary agency worker can in that case still be deployed for 52 weeks in phase A\*1.

7. The counting of the 26 weeks referred to in article 19, paragraph 5, letter b of this Collective Labour Agreement continues in the case of successive employership. The continuation of the counting does not apply if the private employment agency could not have foreseen it, as a result of the temporary agency worker's conscious or otherwise culpable provision of incorrect or incomplete employment history information.
8. A private employment agency who hires out a temporary agency worker who was previously hired out by another company shall, in the classification in the job system, take into account the job grade acquired at this other company insofar as possible. With regard to the temporary agency worker who performs agency work for a private employment agency, which must be seen as successive employer pursuant to the law and this Collective Labour Agreement, it applies that the accrual of rights in accordance with the remuneration scheme of this Collective Employment Agency will be continued by this private employment agency.

\*1 See Section 7:691, subsection 5 and/or Section 7:668a, subsection 3, of the Netherlands Civil Code.

\*2 Valid cancellation is defined as cancellation by the employee, as well as the immediate cancellation by the employer for a serious reason (pursuant to Section 7:677 of the Netherlands Civil Code) or the cancellation by the employer after permission from UWV is obtained. Valid cancellation does not include termination with mutual consent. Dissolution is defined as dissolution pursuant to Section 7:685 of the Netherlands Civil Code and/or Section 7:686 of the Netherlands Civil Code.

#### *Explanation:*

*With regard to the successive employership referred to in this article, only the number of weeks/the period is counted in which the work performed may reasonably be deemed to have been the same or practically the same. Therefore, the duration of the preceding contract is not actually relevant.*

*Successive employership applies if an employee first performs work for a regular employer and then performs the same or practically the same work pursuant to an agency work employment contract with a private employment agency whereby the previous employer now hires this employee. Except in the case of failing to provide employment history details to the private employment agency (see article 7 of this Collective Labour Agreement), the temporary agency worker's period of work with the previous employer (now the user company) shall be counted and continued in the system of phases with the new employer (the private employment agency). The period already worked shall be incorporated in the system of phases (see article 13 of this Collective Labour Agreement). In the event of for example, having performed practically the same work for two years for the previous employer, the temporary agency worker will be in phase B at the time of going to work for the private employment agency. In principle, seven (or fewer) contracts will still remain in phase B for a maximum period of 1.5 years (two years minus six months in successive employership after deducting phase A).*

*Successive employership also applies if an employee first performs work for a private employment agency*

*and works for a particular hiring company, and then performs the same or practically the same work for the same user company but through a different private employment agency. Except in the case of failing to provide employment history details to the private employment agency (see article 7 of this Collective Labour Agreement), the temporary agency worker's period of work for this user company through the previous private employment agency shall be counted and continued with the new private employment agency. In the event of, for example, having performed practically the same work for five weeks for this user company, the temporary agency worker will be in phase A at the time of continuing to work through the other private employment agency regardless of the phase the temporary agency worker was in with the previous private employment agency. The type of work performed is the essential issue in successive employership and not the legal status that has been accumulated with the previous private employment agency. 73 Weeks still remain of phase A.*

*There are two types of situations to be distinguished for temporary agency workers aged 65 and older and successive employership:*

- 1. The temporary agency worker has worked less than 130 weeks for his previous employer, then a phase A of 130 weeks applies. An example:*

*A temporary agency worker has worked for 50 consecutive weeks for his former Employer X in a certain position. He then continues to work in this position, but now at private employment agency Y. When entering into the private employment agency's employment a phase A of 130 weeks applies. Private employment agency Y is Employer X's successive employer for 50 weeks. These weeks are incorporated in phase A (130 weeks). The temporary agency worker can therefore still be deployed in phase A for  $(130 - 50 =) 80$  weeks by Private employment agency Y.*

- 2. The temporary agency worker has worked for more than 130 weeks for the previous employer. Irrespective of the duration of his employment history the temporary agency worker can still be deployed for 52 weeks in phase A. An example:*

*A temporary agency worker has worked for 10 consecutive years at his former Employer X in a certain position. He then continues to work in this position but now via the private employment agency. When entering into the private employment agency's employment the temporary agency worker can still be deployed for 52 weeks in phase A.*

## Chapter 4 Job classification and remuneration

### Article 18 Job classification

1. Before the temporary agency workers' placement starts, the agency work must be graded in the job list in Appendix I.
2. In the case of the application of the hirer's remuneration the temporary agency worker must also be classified in the job grade applicable at the user company's. The classification will be made based on the information provided by the user company (see article 22 paragraph 7 of this Collective Labour Agreement).

### Article 19 Remuneration

#### 1. General

The temporary agency worker's wage, and if applicable, expense allowance, is determined on the basis of the number of hours worked, as determined in accordance with articles 22 to 28 and Appendix I of this Collective Labour Agreement.

#### 2. Phase A

In accordance with article 18 of this Collective Labour Agreement, the actual wage in phase A is determined per placement.

#### 3. Phase B

- a. The wage in phase B is determined on commencement of the secondment agreement, in accordance with article 18 of this Collective Labour Agreement.
- b. The actual wage in a new placement under the same secondment agreement in phase B is at least equal to the actual wage earned before the cessation of agency work.
- c. The actual wage under a new secondment agreement in phase B is at least equal to the reversion wage, unless there has been an interruption of thirteen weeks or longer, but less than 26 weeks, between two agency work employment contracts.

#### 4. Phase C

- a. The wage in phase C is determined on commencement of the secondment agreement in accordance with article 18 of this Collective Labour Agreement.
- b. The actual wage in a new placement in phase C is at least equal to the reversion wage subject to the provisions of paragraph 4 under c and paragraph 5 of this article.
- c. If and for as long as the actual wage in a new placement in phase C is less than the last applicable actual wage in the previous placement in phase C, the temporary agency worker will be entitled, for at least the first thirteen weeks of that new placement, to a supplement to the actual wage, in the form of a personal bonus making it up to 100% of the most recently earned actual wage in the previous placement. For the application of the provisions of the preceding sentence, placements are deemed to be a single new placement, as long as they do not continue in total for thirteen weeks, counting from the first placement in the series.

#### 5. Hirer's remuneration

- a. Contrary to the provisions of paragraphs 2, 3 and 4a. and 4b. of this article, the private employment agency may agree with the temporary agency worker to apply the hirer's

remuneration from the commencement of the temporary agency worker's length of stay in the hiring company. This with due consideration for what is stipulated in article 9, paragraph 4 of the Collective Labour Agreement.

- The actual wage with application of the hirer's remuneration must be at least equal to the reversion wage if the temporary agency worker is working in phase C\*. The application of the aforementioned hirer's remuneration must be confirmed in writing to the temporary agency worker.
  - Once the option to apply the hirer's remuneration has been taken, the private employment agency shall only be permitted to depart from that option after an interruption in the length of stay with the hirer concerned of 26 weeks or more. This implies that if the hirer's remuneration is agreed on with the temporary agency worker from the first day of the length of stay, it shall also apply to the private employment agency's other temporary agency workers who perform the same or practically the same work for the same hirer.
- b. Contrary to the provisions of paragraphs 2, 3 and 4a. and 4b., once a temporary agency worker has worked for 26 weeks through the same private employment agency for the same user company, regardless of the nature of the work, the rightful remuneration of the employee working in an equal or similar job in the hiring company shall be allocated to the temporary agency worker. The actual wage with application of the hirer's remuneration must be at least equal to the reversion wage if the temporary agency worker is working in phase C. The hirer's remuneration comprises the following components, in accordance with the provisions that apply in the hiring company:
1. only the applicable period wage in the scale;
  2. the applicable working hours' reduction per week/month/year/period. This can be compensated in time and/or money, as the private employment agency sees fit;
  3. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus) and shift bonus;
  4. initial wage increase, amount and time as determined in the user company's organisation;
  5. allowance (insofar as the private employment agency is permitted to pay the allowance exempt from wage tax and social security contributions: travelling expenses, boarding house costs and other costs that are necessary on account of performing the work);
  6. period-linked salary amounts, amount and time as determined in the user company's organisation.

The counting of the 26 weeks referred to in this paragraph recommences after an interruption of the length of stay with the user company concerned of 26 weeks or more.

c. *Misuse of entitlement*

A misuse of entitlement and therefore the wrongful non-application of article 19 paragraph 5b of this Collective Labour Agreement may be deemed to have occurred if the temporary agency worker either performs the same or practically the same work, with regular breaks between deployment, through the same private employment agency for different hiring companies, in the same field covered by this Collective Labour Agreement, or performs the same or practically

the same work for the same user company through different private employment agencies and because of the aforementioned changes, the temporary agency worker fails to fulfil the criteria set forth in article 19 paragraph 5b of this Collective Labour Agreement. If the temporary agency worker asserts this and demonstrates it to be the case, it is up to the private employment agency to prove that there has been no misuse of entitlement.

*\* Article 19, paragraph 5, first bullet takes effect on 3 May 2010. This arrangement only relates to new placements in phase C that start on or after 3 May 2010. Before 3 May 2010, the text of article 19, paragraph 5, under a. and b. reads as follows:*

- a. *Contrary to the provisions of paragraphs 2, 3 and 4a. and 4b. of this article, the private employment agency may agree with the temporary agency worker to apply the hirer's remuneration from the commencement of the temporary agency worker's length of stay in the hiring company, subject to the provisions set out in article 9, paragraph 4 of the Collective Labour Agreement. The application of the aforementioned hirer's remuneration must be confirmed in writing to the temporary agency worker. Once the option to apply the hirer's remuneration has been taken, the private employment agency shall only be permitted to depart from that option after an interruption in the length of stay with the hirer concerned of 26 weeks or more. This implies that if the hirer's remuneration is agreed on with the temporary agency worker from the first day of the length of stay, it shall also apply to the private employment agency's other temporary agency workers who perform the same or practically the same work for the same hirer.*
- b. *Contrary to the provisions of paragraphs 2, 3 and 4a. and 4b., once a temporary agency worker has worked for 26 weeks through the same private employment agency for the same user company, regardless of the nature of the work, the rightful remuneration of the employee working in an equal or similar job in the hiring company shall be allocated to the temporary agency worker. The hirer's remuneration comprises the following components, in accordance with the provisions that apply in the hiring company:...*

## Article 20 **Skilled workers**

1. The user company's Collective Labour Agreement may contain specific provisions concerning the remuneration of skilled workers.
2. Parties involved in the Collective Labour Agreement of the user company may request the Remuneration Committee of this Collective Labour Agreement to declare those provisions concerning skilled workers from the commencement of the length of stay of the temporary agency worker at the hiring company applicable to agency work employment contracts. These provisions only take effect after approval and publication by the Remuneration Committee.
3. The Remuneration Committee examines whether:
  - a. skilled workers are defined in terms of obtaining a diploma and/or relevant professional knowledge to the position and/or professional experience in an industry;
  - b. the remuneration for skilled workers is composed of no more than six remuneration elements of the hirer's remuneration as meant in article 19 paragraph 5 letter b of this Collective Labour Agreement;
  - c. the elements of the provisions reported concerning skilled workers together are such in

value that they are higher than the elements of the remuneration scheme of this Collective Labour Agreement that it would be reasonable to apply them.

4. If the Remuneration Committee decides not to accept the reported provisions concerning skilled workers it shall consult with the parties who have reported the provisions.
5. The Committee shall issue a written decision, with reasons within six weeks on the request filed, subject to the situation referred to in paragraph 4.
6. After the Remuneration Committee has approved the skilled workers' notification it shall be published on [www.sncu.nl](http://www.sncu.nl).
7. After publication the skilled workers' notification applies directly to new and current placements. Decisions of the Remuneration Committee have no retroactive effect.
8. The Remuneration Committee is a joint committee composed of three representatives from the side of the employees and three representatives from the side of the employer and it draws up its own regulations. The Remuneration Committee has the task of deciding on matters relating to paragraphs 1 and 2 of this article.

*Explanation:*

*The Remuneration Committee can be contacted by post at PO Box 144, 1170 AC Badhoevedorp and by e-mail at [beloning@abu.nl](mailto:beloning@abu.nl).*

**Article 21 Temporary agency workers working in the construction industry**

The *Collective Labour Agreement for Temporary Agency Workers* does not apply to private employment agencies that supply workers for a sum exceeding 50 percent of the annual wage bill to employers in the sense intended by the *Collective Labour Agreement for the Construction Industry* and that are not members of the ABU or the NBBU.

Temporary agency workers who are deployed with a user company covered by the scope of the provisions of the *Collective Labour Agreement for the Construction Industry* are covered by a different package of working conditions; these divergent conditions are described in greater detail in articles 8 up to and including 17 of Appendix II of this Collective Labour Agreement. A specific pension scheme applies for temporary agency workers in the construction industry.

**Article 22 Salary**

The salary table comprises two parts: the standards table and the recruitment table. The salary table has starting and final salaries, as well as standard percentage increases.

*Standard table salaries*

1. The standards table applies to temporary agency workers who are not covered by the categories referred to in paragraph 2.

## Standards table in euros as at 4 July 2011

Job grade	Starting salary (per hour in euros)	End salary (per hour in euros)	Standard period-linked salary (in percent)
1	8.73	11.03	2.75
2	8.99	11.71	2.75
3	9.33	12.47	2.75
4	9.76	13.45	2.75
5	10.19	14.50	2.75
6	10.69	15.74	2.75
7	11.33	17.08	2.75
8	12.03	19.36	2.75
9	12.85	21.79	2.75

### Recruitment table salaries

- Temporary agency workers with no work experience can be graded in the recruitment table for a maximum period of 52 worked weeks; the people who qualify for this are the long-term unemployed (in accordance with the normal definitions; currently usually longer than one year), re-integration target groups (in accordance with the normal definitions and arrangements), school leavers, temporary agency workers without a starting qualification (in accordance with article 43 paragraph 11 of this Collective Labour Agreement) people re-entering the labour market and holiday workers (in accordance with article 39 of this Collective Labour Agreement). The recruitment table also applies in special cases, which are further described in article 7 of Appendix II of this Collective Labour Agreement.

## Recruitment table in euros from 1 January 2012

Job grade	Starting salary (per hour in euros)	Standard period-linked salary (in percent)
1	8.35	2.75
2	8.35	2.75
3	8.35	2.75

### Salaries of young persons

- Temporary agency workers who are younger than 23 receive the applicable salary in the recruitment table or the standards table, at the following age-dependent percentages:

age 15	30 %
age 16	34.5 %
age 17	39.5 %
age 18	45.5 %
age 19	52.5 %

age 20	61,5 %
age 21	72,5 %
age 22	85 %

When determining the actual wage, the age the person will become in a given calendar year is used to determine the age for the whole of that calendar year.

#### *Mandatory correction in connection with the Statutory Minimum Wage*

4. If the actual wage for a full-time working week is less than the minimum wage, the actual hourly rate must be adjusted so that it is no longer in breach of the Minimum Wage and Minimum Holiday Allowance Act.

#### *Conversion of employment conditions*

5. The private employment agency and the temporary agency worker may agree in writing that part of the wage as meant in article 19, paragraph 1 of this Collective Labour Agreement, including holiday exceeding statutory requirements, bonuses as meant in articles 25 and 26 and compensation hours as meant in article 27, is converted into tax-free reimbursements or tax-free benefits in kind in relation to extraterritorial costs.

The conversion of the wage into tax-free reimbursements or tax-free benefits in kind is permitted subject to observance of the following restrictions and conditions:

- a. Conversion of wage into tax-free reimbursements or tax-free benefits in kind in relation to extraterritorial costs is only permitted for double accommodation costs, transport costs from and to the place of residence in the country of origin and extra costs for living expenses.
- b. Mandatory provisions must be taken into account for conversion of wage.
- c. Conversion of wage is only permitted if and insofar as allowed for tax purposes.
- d. The amount of the tax-free reimbursements or the amount of the tax-free benefits in kind which the private employment agency wishes to pay or provide tax-free must be stated on the payslip.
- e. Conversion of wage into tax-free reimbursements or tax-free benefits in kind must be agreed on in advance in writing with the temporary agency worker and laid down in (a supplement to) the agency work employment contract. The supplement to the agency work employment contract will also include which tax-free reimbursements or tax-free benefits in kind the temporary agency worker is converting wage into and the agreed time period.
- f. After conversion, the wage may not be less than the statutory minimum wage applicable for the temporary agency worker as meant in article 22 paragraph 2 of this Collective Labour Agreement.
- g. Conversion of wage, holiday exceeding statutory requirements, bonuses as meant in articles 25 and 26 and compensation hours as meant in article 27, is limited to a maximum of 30 percent of the wage as meant in article 19, paragraph 1 of this Collective Labour Agreement.
- h. Tax-free reimbursements allocated in the scope of this arrangement are limited to the costs actually incurred. A tax-free benefit in kind allocated in the scope of this arrangement shall

be valued at market value.

- i. No reserves will be made on the converted part of the wage as meant in article 33, paragraph 4 and articles 35, 36, 37 and 38 of this Collective Labour Agreement. These are the reserves for holiday allowance and the right to holidays, waiting days, special leave, short-term absenteeism and public holidays which are related to the wage. The foregoing means that the reserves are only accrued on the reduced wage.
- j. Insofar as applicable no pension is accrued on the converted part of the wage.
- k. The conversion of part of the wage does not affect the basis of the overtime bonus and the bonus for irregular working hours.
- l. The converted wage and the value of the holiday exceeding statutory requirements that the temporary agency worker converts into tax-free reimbursements or tax-free benefits in kind will not exceed 81 percent of the amount of extraterritorial costs which the private employment agency wishes to pay or provide tax-free. The percentage of 81 percent does not apply to the conversion of bonuses as meant in articles 25 and 26 and compensation hours as meant in article 27.

#### *Application of hirer's remuneration*

6. If the private employment agency agrees on application of the hirer's remuneration in accordance with article 19, paragraph 5 under a. of this Collective Labour Agreement, the private employment agency applies the hirer's remuneration from the first day of the length of stay in the user company's organisation. The application of the hirer's remuneration, pursuant to both article 19, paragraph 5, under a. of this Collective Labour Agreement, and the application of article 19, paragraph 5, under b. of this Collective Labour Agreement, may result in lower remuneration than the amount stated in the remuneration scheme of this Collective Labour Agreement.

#### *Information on hirer's remuneration*

7. The application of the hirer's remuneration, as referred to in article 19, paragraph 5 of this Collective Labour Agreement, is based on the information the user company provides on the amount of the wage, the applicable working hours reduction, the amount of the period-linked salary amount, the amount and time of the initial wage increase, allowances, bonuses and job grade. The aforementioned application of the hirer's remuneration shall never be with retroactive effect.

### **Article 23 Wage rise**

Parties to the *Collective Labour Agreement for Temporary Agency Workers* shall discuss the amounts stated in the standards table each year prior to 1 July, with regard to amendment taking effect as of 1 July of that year. The statutory increases of the minimum wage shall be applied to the amounts listed in the recruitment table.

### **Article 24 Period-linked salary amounts**

1. A salary scale is composed of a starting and end salary per job scale, as well as a standard

percentage increase, referred to as a period-linked salary amount. When allocating a period-linked salary amount, the temporary agency worker's actual wage is increased by at least 2.75 percent. The following system is used to award a period-linked salary amount.

#### *Standards table*

A period-linked salary amount of 2.75 percent is awarded on the first Monday of January or the first Monday of July of any year if the temporary agency worker:

- worked for the same private employment agency for at least 52 weeks,
- without any interruptions of 26 weeks or more.

After a period-linked salary amount has been awarded the counting of 52 weeks starts again.

#### *Recruitment table*

A period-linked salary amount of 2.75 percent is awarded if the temporary agency worker:

- worked for the same private employment agency for at least 52 weeks,
- without any interruptions of 26 weeks or more,

provided that the temporary agency worker then enters the standards table and the actual wage must be at least at the level of the starting salary of the job grade in question of the standards table. After a period-linked salary amount has been awarded the counting begins again and the period-linked salary amount arrangement of the standards table is applied.

#### **Transitional measure standards table**

The following transitional measure shall apply in 2010 for temporary agency workers working in 2009 in the standards table at the same private employment agency:

A period-linked salary amount of 2.75 percent is awarded if on Monday 4 January 2010 or Monday 5 July 2010, the temporary agency worker:

- worked for the same private employment agency for at least 39 weeks,
- without any interruptions of 26 weeks or more.

After a period-linked salary amount has been awarded the counting of 52 weeks starts again.

2. For as long as the hirer's remuneration is applied pursuant to article 19, paragraph 5 of this Collective Labour Agreement, counting as described above under a. may continue but it does not result in an increase in the actual wage. In such a case, the user company's period-linked salary amount system applies.
3. As soon as the temporary agency worker's actual wage at least equals the final salary for the applicable job scale, period-linked salary amounts are no longer allocated. An increase in the actual wage through the allocation of a period-linked salary amount never results in an actual wage being higher than the final salary in the applicable job scale.

#### **Article 25 Bonus for irregular working hours**

1. Depending on the day and the period of the day in which the work is performed, the actual wage is multiplied by a bonus factor in accordance with the following table.

At least the following factors shall be applied:

**Table of minimum bonus factors**

<b>time zone</b>	<b>early</b>	<b>normal</b>	<b>late</b>
<b>period</b>	<b>00:00-07:00</b>	<b>07:00-18:00</b>	<b>18.00-00.00</b>
Monday	1.50	1.00	1.25
Tuesday	1.50	1.00	1.25
Wednesday	1.50	1.00	1.25
Thursday	1.50	1.00	1.25
Friday	1.50	1.00	1.25
Saturday	1.50	1.50	1.50
Sunday	1.50	1.50	1.50
public holidays on			
Monday-Friday	1.50	1.50	1.50
Saturday-Sunday	2.00	2.00	2.00

No factors exceeding the following factors shall be applied:

**Table of maximum bonus factors**

<b>time zone</b>	<b>early</b>	<b>normal</b>	<b>late</b>
<b>period</b>	<b>00.00-07.00</b>	<b>07.00-18.00</b>	<b>18:00-00:00</b>
Monday	2.00	1.00	1.50
Tuesday	1.50	1.00	1.50
Wednesday	1.50	1.00	1.50
Thursday	1.50	1.00	1.50
Friday	1.50	1.00	1.70
Saturday	1.70	1.70	2.00
Sunday	2.00	2.00	2.00
public holiday on			
Monday-Friday	2.50	2.50	2.50
Saturday-Sunday	3.00	3.00	3.00

2. If the private employment agency applies the wage of the user company in accordance with article 19, paragraph 5 of this Collective Labour Agreement, the private employment agency shall apply the bonus factor for irregular working hours that corresponds with the applicable factor under similar circumstances in the user company's organisation.
3. If the private employment agency wishes to apply the bonus factor for irregular working hours that corresponds with the applicable factor under similar circumstances in the user company's organisation without applying article 19 paragraph 5 of this Collective Labour Agreement, the private employment agency must submit a request for dispensation from article 25 paragraph 1 of this Collective Labour Agreement to the parties to this Collective Labour Agreement. The Collective Labour Agreement parties decide with regard to the request. A written request stating the reasons for dispensation should be submitted to the Dispensation Committee, at the following address: PO Box 144, 1170 AC Badhoevedorp.

#### Article 26 **Overtime bonus**

1. Depending on whether or not overtime is worked, the actual wage is increased by an overtime bonus. Overtime is deemed to have been worked if work is performed in excess of the number of working hours per day, per week or by arrangement or a schedule that is normal in the sector. The bonus factor shall be at least 1.25.  
The bonus factor shall be no more than 1.50.
2. If the private employment agency applies the hirer's remuneration in accordance with article 19, paragraph 5, the private employment agency shall apply the overtime bonus that corresponds with the applicable factor under similar circumstances in the user company's organisation.
3. If the private employment agency wishes to apply the bonus factor for irregular working hours that corresponds with the applicable factor under similar circumstances in the user company's organisation without applying article 19 paragraph 5 of this Collective Labour Agreement, the private employment agency must submit a request for dispensation of article 26 paragraph 1 of this Collective Labour Agreement to the parties to this Collective Labour Agreement. The Collective Labour Agreement parties decide with regard to the request. A written request stating the reasons for dispensation should be submitted to the Dispensation Committee at the following address: PO Box 144, 1170 AC Badhoevedorp.
4. If paragraphs 1 and/or 2 of this article are applied, paragraphs 1 and 2 of article 25 shall not apply.

#### Article 27 **Compensation hours**

1. The private employment agency may agree in writing with the temporary agency worker that, contrary to the provisions of articles 25 and 26 of this Collective Labour Agreement, compensation hours are to be awarded instead of payment for the bonus factors for irregular working hours in respect of the amount in excess of 1, and/or the bonus factors for overtime.
2. At the private employment agency's own discretion, these compensation hours may be accrued in time or in money. "Accrued in money" shall mean: compensation in time insofar as the countervalue in money of the accrued hours is sufficient at the time they are taken.
3. Awarding the temporary agency worker with the compensation hours accrued in this way shall take place in time. In any case the compensation hours shall be paid out if, and as soon as, the temporary agency worker has not acquired an entitlement to the actual wage for a period of six weeks.
4. The private employment agency shall provide the temporary agency worker with a written statement of his/her compensation hours at least once a month.

*Explanation: Accumulated compensation hours are allocated to the temporary agency worker in time.*

*Private employment agencies may choose themselves whether the compensation hours are accumulated in time or in money. Examples:*

1. *In time. The temporary agency worker has worked overtime for an hour. The bonus factor is 1.5. In that case one and a half hours is accumulated.*
2. *In money. The temporary agency worker has worked overtime for an hour. The bonus factor is 1.5. This amounts to 1.5 compensation hours. The 1.5 compensation hours are valued on the basis of his current*

*wage in money; the temporary agency worker has then accumulated a certain countervalue in money from his accrued compensation hours. This accumulated countervalue in money may be taken in time at a later date, insofar as the countervalue in money is sufficient at that time.*

#### **Article 28 Work-related expenses and allowances**

Temporary agency workers are entitled to the same work-related expenses and allowances as employees employed by the user company, working in an equal or similar job to that of the temporary agency worker, if and insofar as the private employment agency is permitted to pay the amount(s) concerned exempt from wage tax and contributions. These expenses concern travelling expenses, boarding house costs and other costs that are necessary on account of performing the work.

#### **Article 29 Salary savings scheme**

The private employment agency shall offer temporary agency workers working in phases B and C the possibility of participating in a salary savings scheme at company level.

#### **Article 30 Exclusion of the continued payment of wages obligation**

1. The private employment agency only owes\* the temporary agency worker working in phase A the wage due for the period(s) that the temporary agency worker actually worked in agency work, unless expressly stated otherwise in the agency work employment contract.
2. The exclusion of the continued payment of wages obligation referred to in paragraph 1 of this article shall not apply in the case of incapacity for work, if and insofar as a secondment agreement has been agreed.
3. If the temporary agency worker:
  - a. is called up for agency work; and
  - b. appears at the time and location agreed with the private employment agency; but
  - c. is not enabled by the user company to commence the agency work,the temporary agency worker is entitled to a payment of at least three times the hourly rate that the temporary agency worker would have received due to the agency work. In this case paragraph 1 of this article does not apply.

*\* Contrary to the provisions of Section 7:628 of the Netherlands Civil Code.*

#### **Article 31 Cessation of agency work due to secondment agreement\*1**

1. If in the duration of the secondment agreement without the exclusion of the continued payment of wages obligation, the agency work ceases to exist because the placement is terminated, the private employment agency shall be obliged to look for suitable substitute agency work and to offer it to the temporary agency worker for the duration of the secondment agreement. The temporary agency worker shall be obliged to accept a reasonable offer of suitable substitute employment.

For the purposes of this article, suitable employment means employment that meets the following two conditions:

- a. employment in the same job grade or no more than two job grades lower than the job the

temporary agency worker initially performed under the terms of the current secondment agreement (in accordance with Appendix I). If the most recent agency work carried out during the term of the current secondment agreement was in a higher job grade than that initially carried out, suitable employment shall be deemed to be two job grades lower than that of the higher job grade;

- b. employment with an average number of working hours per week/month/period equal to the working hours agreed on.

As long as no suitable substitute employment is offered and accepted or rejected, the private employment agency shall be obliged to continue paying wages for the duration of the secondment agreement at least in accordance with the rule stipulated in paragraph 3 of this article.

- 2. The following method is used to aid quick redeployment. If the hiring of professional services is terminated during the current secondment agreement with the result that the agency work ceases to exist:
  - a. a redeployment interview will be held as soon as possible after it becomes known when the work will end;
  - b. the interview will include a discussion of the opportunities, wishes and possibilities of both sides in terms of work in the employee's own job or a comparable or related job;
  - c. the interview will also include a discussion of the wishes and possibilities regarding the local/regional limits within which the employee may be deployed;
  - d. if it is determined that few possibilities exist for redeployment in the short term in the employee's own job or a comparable/related job, a survey will be made to ascertain whether other suitable work is available;
  - e. it will also be ascertained whether the temporary agency worker is willing or capable of following additional training (retraining/a refresher course), or whether other provisions are possible and/or advisable that would aid redeployment;
  - f. the conclusions of the interview will be laid down in writing.
- 3. If there is no agency work available the reversion wage applies. If suitable employment is determined during a secondment agreement following the application of paragraph 1, under a. of this article, no subsequent cessation of agency work shall result in suitable employment being set at a lower level than that determined the first time, pursuant to paragraph 1, under a. of this article.
- 4. The obligations referred to in paragraphs 1, 2 and 3 of this article to offer suitable substitute agency work and to continue the payment of wages shall cease to apply in the case of temporary agency workers who have terminated their registration with the private employment agency, as referred to in article 5, paragraph 1 of this Collective Labour Agreement, or who have otherwise let it be known or made it appear that they are no longer available for the whole of the agreed duration of the agency work. These obligations shall also cease to apply, if the temporary agency worker has rejected a reasonable offer of suitable substitute employment\*<sup>2</sup>.
- 5.
  - a. The actual wage in a new placement under the same secondment agreement in phase B is equal to the actual wage earned before the cessation of agency work.
  - b. The actual wage in the case of a new placement in phase C shall be at least the reversion wage.
  - c. In the case of a new placement in phases B and C but for fewer hours than indicated in the

secondment agreement, the hours of the new placement shall be paid in accordance with paragraph 5 under a. and b. of this article. The number of hours for which no work is carried out shall be paid in accordance with article 1p, if the temporary agency worker remains available to perform work for the total number of hours indicated in the agency work employment contract.

6. If the private employment agency ascertains that no suitable work is available for a temporary agency worker who is in a redeployment process and it has emerged that redeployment is impossible within the redeployment period referred to in paragraph 7, and the private employment agency has consequently determined that the job should cease to exist for economic reasons, the private employment agency may request UWV WERKbedrijf to grant a dismissal permit to terminate the employment.
7. In the case of a temporary agency worker who has worked for a private employment agency for a period of less than five years, the request for a dismissal permit shall not be granted until at least one month after the last contract for the hiring of professional services has ended. If the temporary agency worker has worked for the private employment agency for five years but less than ten years, the aforementioned redeployment period is three months, and, in the case of an employment history with the private employment agency of ten years or longer it is four months.

For the calculation of the periods of five or more years referred to in this paragraph, the periods are deemed to include phases A and B, whereby phase A counts as 1.5 years worked and interruptions shorter than thirteen weeks in phase B are counted.

8. Disputes about the interpretation of this article, in particular concerning the interpretation and application of the concept of suitable substitute employment, and the implementation and application of the redeployment process, may be submitted by either party to the Disputes Committee on the grounds of articles 47 and 48 of this Collective Labour Agreement.

\*1 *See also Protocol B.*

\*2 *This is contrary to Section 7:628 of the Netherlands Civil Code.*

## Chapter 5 Health and safety

### Article 32 Private employment agency's obligations concerning health and safety

Before the commencement of the work for the user company, the private employment agency is obliged to inform the temporary agency worker of any (professional) qualifications that are required for the work to be commenced and of any safety risks the work may involve and how to deal with them.

### Article 33 Incapacity for work

#### *General*

1. The temporary agency worker is required to notify the private employment agency and the user company on the first day of incapacity for work and as soon as possible, in any case before 10 a.m. The notification must state the address where the employee is being treated and the correct contact details.

#### *Agency work employment contract with agency clause*

2. The agency work employment contract with agency clause ends when incapacity for work takes effect pursuant to article 14 paragraph 4 of this Collective Labour Agreement. If there is a case of this and the temporary agency worker is entitled to a benefit pursuant to the Sickness Benefits Act, the private employment agency shall supplement this benefit as follows:
  - for the first 52 weeks of incapacity for work, up to 91 percent of the income from benefits. The benefit and the supplement together are at least equal to the minimum wage for the temporary agency worker and do not exceed the maximum daily wage in accordance with the Social Insurance (Funding) Act;
  - for the 53<sup>rd</sup> up to and including the 104<sup>th</sup> week of incapacity for work, up to 80 percent of the income from benefits.
3. The first two days of incapacity for work apply as waiting days pursuant to the Sickness Benefits Act whereby the temporary agency worker is not entitled to any benefits.
4. One waiting day of the two waiting days will be compensated. This compensation is effected by a bonus on the wage. The amount of this bonus is included in article 41 paragraph 6 of this Collective Labour Agreement.
5. For the supplements on the benefit referred to in paragraph 2 pursuant to the Sickness Benefit Act the private employment agency can take out insurance or other provisions. To cover this insurance or provision, a percentage may be deducted from the temporary agency worker's wage. This percentage is set forth in article 41 paragraph 5 of this Collective Labour Agreement.

#### *Secondment agreement*

6. For the temporary agency worker with a secondment agreement the provisions of Section 7:629 of the Netherlands Civil Code apply insofar as the stipulated work was not performed because he or she was unable to do so due to sickness, pregnancy or childbirth. If and insofar as the secondment agreement continues, the temporary agency worker is entitled to wage during his incapacity for work:

- for the first 52 weeks of incapacity for work, up to 91 percent of the income from benefits. The benefit and the supplement together are at least equal to the minimum wage for the temporary agency worker and do not exceed the maximum daily wage in accordance with the Social Insurance (Funding) Act;
- for the 53rd up to and including the 104th week of incapacity for work, up to 80 percent of the income from benefits.

This rule applies to temporary agency workers who have become ill on or after 2 July 2007 and has no retroactive effect.

7. The first day of incapacity for work applies as a waiting day, whereby the temporary agency worker is not entitled to payment of wage.

## Chapter 6 Work and holidays

### Article 34 Work and rest times

1. The work and rest times of temporary agency workers shall be equal to the normal work and rest times in the user company's organisation. A different working pattern may be agreed for temporary agency workers.
2. The work duration per day/week/period of the temporary agency worker shall not exceed the limits that apply to the user company on the grounds of the law and/or the user company's Collective Labour Agreement. Nor shall the temporary agency worker's rest periods be shorter than the rest periods that apply to the user company on the grounds of the law and/or the Collective Labour Agreement.
3. On commencing work at the user company's organisation, a written agreement is concluded with the temporary agency worker on the work times that will apply for the work, after which the agreement forms an integral part of the temporary employment contact.

### Article 35 Holidays

#### *General*

1. For each full working month worked, a temporary agency worker accrues the right to sixteen hours' holiday, or a proportional part thereof, in the case of not having worked a full working month.
2. The private employment agency may draw up holiday regulations.
3. The private employment agency is obliged to grant holidays to any temporary agency worker whose entitlement is sufficient, in such a way that the temporary agency worker need not work for three consecutive weeks or three separate weeks.
4. The private employment agency is obliged to grant the remaining days off in accordance with the temporary agency worker's entitlement to them, except insofar as its holiday rules determine otherwise.
5. At the temporary agency worker's request, the private employment agency shall compensate the holidays in excess of the statutory entitlement in money.

#### *Agency work employment contract with agency clause*

6. For the accrual of the sixteen hours' holiday per month, the temporary agency worker with an agency work employment contract with agency clause receives a supplement for holidays expressed in a percentage of his actual wage. This is increased by the waiting day compensation in accordance with article 33 paragraph 4 of this Collective Labour Agreement. This percentage is set forth in article 41 paragraph 6 of this Collective Labour Agreement.
7. The supplement referred to in paragraph 6 is not paid every week as part of the weekly payment but is reserved.
8. If the temporary agency worker takes holidays and the agency work employment contract continues, the actual wage will be paid out from the reserve insofar as the reserve is sufficient.

### *Secondment agreement*

- Temporary agency workers with a secondment agreement are entitled to continued payment of the actual wage during their holidays insofar as the right to holidays has been accumulated pursuant to paragraph 1 of this article.

### **Article 36 Holiday allowance**

- Temporary agency workers are entitled to a holiday allowance of eight percent of the actual wage over the worked days, holiday days and public holidays.
- Temporary agency workers who take a holiday of at least five consecutive working days shall, if they request the private employment agency to do so, be paid the accrued sum in holiday allowance prior to the first week of June as set forth in article 40 paragraph 2 of this Collective Labour Agreement.

### **Article 37 Short-term absenteeism and special leave**

- Short-term absenteeism and special leave mean a brief period calculated fairly, in which a temporary agency worker is prevented from working:
  - either as a result of the fulfilment of an obligation imposed by law or an authority, without any financial compensation, which obligation cannot be fulfilled in the temporary agency worker's own time; or
  - as a result of very special personal circumstances.
- To be granted short-term absenteeism or special leave in the case referred to in paragraph 6 of this article, the temporary agency worker must, if possible, notify the private employment agency of the absence or leave at least one day beforehand. Other short-term absenteeism or special leave shall be taken in consultation, subject to the provisions of paragraph 7 of this article.

### *Agency work employment contract with agency clause*

- For short-term absenteeism and special leave, temporary agency workers with an agency work employment contract with agency clause receive a supplement, expressed as a percentage of the actual wage plus the waiting day compensation. This percentage is set forth in article 41 of this Collective Labour Agreement.
- The supplement referred to in paragraph 3 is not paid every week as part of the weekly payment but is reserved. If the temporary agency worker, taking the provisions of this article into account, takes short-term absenteeism or special leave and the agency work employment contract continues, the actual wage will be paid from the reserve.

### *Secondment agreement*

- Temporary agency workers with a secondment agreement are entitled to continued payment of the actual wage, as if they had worked the normal or average number of hours, provided the provisions, meant in paragraph 2 of this article, are observed by the temporary agency worker.
- Temporary agency workers who are working under a secondment agreement are granted special leave in the following cases:

a.	For the employee to take out a marriage licence	one day
b.	For the employee's wedding/registered partnership	two days
c.	For the wedding /registered partnership of:	
	■ a child, stepchild, foster child or grandchild	one day
	■ brother or sister (including brother-in-law and sister-in-law, half-brother/sister, stepbrother/sister and foster brother/sister)	one day
	■ a parent or parent-in-law	one day
d.	For an addition to the family	two days
e.	In the event of the death of:	
	■ the employee's spouse or partner	from the day of the death until the day of the funeral or cremation
	■ a child living at home	
f.	In the event of the death of:	
	■ one of the parents (including parents-in-law, stepparents and foster parents)	one day and moreover to attend the funeral or cremation a second day. If the employee has to organise funeral or cremation: the time as indicated under e
	■ one of the employee's grandparents or his spouse's grandparents	
	■ a child not living at home or related by marriage	
	■ a brother or sister	
g.	For the 25th year of service or wedding anniversary	one day
h.	For the 40th year of service or wedding anniversary	two days
i.	For the 25th, 40th or 50th wedding anniversary of the parents, grandparents or parents-in-law	one day

7. Besides the cases referred to in paragraph 6, the private employment agency may, on request, grant special paid or unpaid leave to a temporary agency worker working under a secondment agreement, if the private employment agency believes the leave is justified under the circumstances.

#### Article 38 **Generally recognised public holidays**

1. For the purposes of this Collective Labour Agreement, the following days are considered to be generally recognised public holidays, provided they do not fall on a Saturday and/or Sunday: New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, Queen's Birthday or the day designated instead (Queen's Day), and Liberation Day in anniversary years.

#### *Agency work employment contract with agency clause*

2. With regard to the continued wage payment made to temporary agency workers with an agency clause, the private employment agency must choose one of the following options for public holidays on which the temporary agency worker does not work:
- a. Temporary agency workers receive a supplement for generally recognised public holidays,

expressed as a percentage of their actual wage, plus the waiting day compensation. This percentage is set forth in article 41 paragraph 3 of this Collective Labour Agreement. The supplement is not paid every week as part of the weekly payment but is reserved. When a generally recognised public holiday occurs and the temporary agency worker does not work on that day on account of that public holiday and the agency work employment contract continues, the actual wage shall be paid from the reserve; or

- b. the temporary agency worker shall be entitled to continued payment of the actual wage on public holidays on which the temporary agency worker has not worked on account of that public holiday.

The private employment agency shall notify the temporary agency worker in writing as to its choice.

3. A choice for continued payment in accordance with option b. of the previous paragraph obliges the private employment agency to apply it for the duration of at least one year. If the choice is changed the rights acquired by the temporary agency worker must be settled in accordance with the arrangement which these rights were derived from.

#### *Secondment agreement*

4. The temporary agency worker with a secondment agreement shall be entitled to continued payment of the actual wage on public holidays on which the temporary agency worker has not worked on account of that public holiday.

#### **Article 39 Holiday workers**

1. The regulations for holiday workers may only be applied in the period from 1 June to 1 September.
2. The regulations for holiday workers mean that the following derogating employment conditions apply:
  - a. Holiday workers are entitled to 13 1/3 hours' holiday for each month, or a proportional part thereof in the case of not having worked a full working month. For the accumulation of this right, the holiday worker working pursuant to an agency work employment contract with agency clause receives a supplement for holidays as set forth in article 41 paragraph 4 of this Collective Labour Agreement.
  - b. Holiday workers are not entitled to the reserves for short-term absenteeism and special leave and public holidays as referred to in articles 37 and 38 of this Collective Labour Agreement.

## Chapter 7 Payment of reserves

### Article 40 Payment of reserves and holiday allowance

#### A. *Holiday allowance, short-term absenteeism and special leave, public holidays*

1. The reserves referred to in articles 37 and 38 of this Collective Labour Agreement that have not yet been paid shall be paid automatically to the temporary agency worker in the first week of June.
2. The holiday allowance referred to in article 36 of this Collective Labour Agreement, to which the temporary agency worker has accumulated entitlement pursuant to this Collective Labour Agreement, shall be paid automatically to the temporary agency worker in the first week of June of each year, without detriment to the provisions of paragraph 3 of this article.
3. If and insofar as the agency work employment contract ends in phase A and is not followed immediately by a new agency work employment contract, the as yet unpaid reserves, as referred to in articles 37 and 38, and the holiday allowance, as referred to in article 36 which the temporary agency worker has accumulated entitlement to pursuant to this Collective Labour Agreement, shall be paid automatically to the temporary agency worker.
4. If and as soon as a temporary agency worker in phase A has not been entitled to receive the actual wage for a period of six weeks, at least any as yet unpaid reserves as referred to in articles 37 and 38, and the holiday allowance, as referred to in article 36, to which the temporary agency worker has accumulated entitlement pursuant to this Collective Labour Agreement, shall be paid automatically to the temporary agency worker.
5. If and as soon as a temporary agency worker has completed phase A with the private employment agency and has entered phase B, any as yet unpaid reserves, as referred to in articles 37 and 38, shall be paid automatically to the temporary agency worker in accordance with paragraph 3 of this article, but not the holiday allowance referred to in article 36.
6. If the above-mentioned reserves and holiday pay are paid out a payslip will be provided.

#### B. *Holidays*

7. For the duration of the agency work employment contract, temporary agency workers shall not be permitted to waive their holiday entitlement in return for compensation without prejudice to the provisions of article 35 paragraph 5.
8. Temporary agency workers who are still entitled to holidays when the agency work employment contract expires shall be entitled to a financial payment for those holiday entitlements.
9. The remaining claim to holidays will be paid out in the last week of each calendar year to the temporary agency worker, unless the agency work employment contract continues into the new calendar year.
10. If an agency work employment contract with agency clause is followed by a secondment agreement, the reserve for holidays will be converted into a proportionate claim to holidays with continued payment of wage.
11. At the time of converting the reserves for holidays into an entitlement to holidays, as referred to in paragraph 10 of this article, the private employment agency shall issue the temporary agency worker with a written statement that clearly indicates the amount that has been converted.

12. If the payment referred to in paragraphs 8 and 9 of this article is made, the private employment agency shall be obliged to issue the temporary agency worker with a statement that indicates the period over which the employee still has an entitlement to holidays at the end of the agency work employment contract.
  13. Temporary agency workers who conclude a new agency work employment contract with either the same or a different private employment agency, shall still be entitled to unpaid holidays from that private employment agency during the period over which they were still entitled to holidays according to the statement referred to in paragraph 12 of this article.
- C. *Payment of reserves for temporary agency workers who have reached the age on which they become entitled to state pension (AOW)*
14. For temporary agency workers who have reached the age on which they become entitled to state pension (AOW), contrary to the provisions of this Collective Labour Agreement stated under a., b., c. and d. of this paragraph, the private employment agency may agree, in consultation with the temporary agency worker that remuneration in respect of the following working conditions may be paid to the temporary agency worker in money, on a weekly/monthly/periodic basis. This applies on the understanding that in such cases payment will be made in respect of all the working conditions stated below:
    - a. four days off in excess of the statutory holiday entitlement (article 35);
    - b. reserve for short-term absenteeism (article 37);
    - c. holiday allowance (article 36);
    - d. public holidays (article 38), if and insofar as the company sets aside a reserve for this and, in so doing, has chosen the option in article 38, paragraph 2, under a. of this Collective Labour Agreement.

*Explanation of paragraphs 7 up to and including 10:*

*On the grounds of Section 7:640 of the Netherlands Civil Code, as long as the agency work employment contract continues, no financial payment may be made for an outstanding reserve for holidays. However, a holiday reserve may be used to continue wage payments during a holiday. Moreover, a financial payment for the holiday reserve will be made if the agency work employment contract ends, unless the temporary agency worker leaves the reserve in order to take paid holidays in a subsequent agency work employment contract. If the agency work employment contract switches from phase A to phase B, the holiday reserve shall be converted into a proportionate entitlement to the continued payment of holidays.*

*Explanation to paragraphs 12 and 13:*

*On the grounds of Section 7:641 of the Netherlands Civil Code, when a financial payment is made for remaining holiday entitlements at the end of the employment contract, employees must be given the opportunity of taking unpaid leave from the new employer for the duration of the holidays for which a financial payment was received at the end of the previous employment contract. Paragraphs 12 and 13 are the interpretation of this for the agency work employment contract.*

**Article 41 Percentages of reserves, deductions and waiting day compensation**

1. a. The percentage referred to in article 35, paragraph 6, of this Collective Labour Agreement is 10.34 percent for 2011.
- b. In the event of a departure on the grounds of article 40, paragraph 14 and article 44, paragraph 2 from the rule referred to in article 35, paragraph 6 of the Collective Labour Agreement, the percentage for the holiday reserve in 2011 shall be 8.62 percent and 1.72 percent of the actual wage shall be paid out in money on a weekly/monthly/ periodic basis.
2. The percentage referred to in article 37, paragraph 3, of this Collective Labour Agreement is 0.6 percent for 2011.
3. The percentage referred to in article 38, paragraph 2, in a, of this Collective Labour Agreement is 1.72 percent for 2011.
4. The percentage referred to in article 39, paragraph 2, of this Collective Labour Agreement is 8.33 percent for 2011.
5. For 2011, the percentage referred to in article 33, paragraph 5, of this Collective Labour Agreement is 0.58 percent and 1.33 percent for the premium contribution groups Temporary Employment Businesses I and Temporary Employment Businesses II respectively.
6. For 2011, the percentage referred to in article 33, paragraph 4, of this Collective Labour Agreement is 0.71 percent and 1.16 percent for the premium contribution groups Temporary Employment Businesses I and Temporary Employment Businesses II respectively.
7. The table below includes the applicable percentages of the full term of the Collective Labour Agreement:

Article	2009	2010	2011	2012
article 41 paragraph 1a	10.39%	10.39%	10.34%	10.39%
article 41 paragraph 1b	8.30%	8.30%	8.62%	8.66%
reserves statutory holiday				
article 41 paragraph 1b	2.09%	2.09%	1.72%	1.73%
payment of holiday exceeding statutory requirements				
article 41 paragraph 2	0.60%	0.60%	0.60%	0.60%
article 41 paragraph 3	2.60%	2.60%	1.72%	2.60%
article 41 paragraph 4	8.30%	8.30%	8.33%	8.30%
article 41 paragraph 5	0.58%	0.58%	0.58%	0.58%
Temporary Employment Businesses I				
article 41 paragraph 5	1.33%	1.33%	1.33%	1.33%
Temporary Employment Businesses II				
article 41 paragraph 6	0.71%	0.71%	0.71%	0.71%
Temporary Employment Businesses I				
article 41 paragraph 6	1.16%	1.16%	1.16%	1.16%
Temporary Employment Businesses II				

8. The calculation method for the reserves is included in article 6 of Appendix II to this Collective Labour Agreement.

## Chapter 8 Pension

### Article 42 Pension scheme

1. There is a pension scheme for temporary agency workers aged 21 or older. A distinction is made between temporary agency workers in phase A (Basic Scheme) and temporary agency workers in phases B or C (Plus Scheme).
2. The Basic Scheme is a defined contribution scheme for which the premium contribution as at 1 January 2008 is 2.6 percent of the gross wage.
3. The Plus Scheme is a defined contribution scheme with a retirement age of 65 and provides for the formation of a pension capital for purchasing a retirement pension and/or partner's pension. The premium contribution made available for forming the pension capital is expressed as a percentage of the pension basis according to the graduated rates shown below.

Age group	Pension contribution
20-24	5.50%
25-29	6.36%
30-34	7.44%
35-39	8.63%
40-44	10.03%
45-49	11.75%
50-54	13.70%
55-59	16.23%
60-64	19.36%

The pension basis is determined on an hourly basis by the gross hourly wage of the temporary agency worker, less the hourly franchise.

4. The *Stichting Pensioenfonds voor Personeelsdiensten* is responsible for implementing the scheme. The bye-laws and regulations of this foundation are determinative for the rights and obligations of temporary agency workers and companies.
5. The pension scheme is further specified in Appendix III of this Collective Labour Agreement.

## Chapter 9 Training

### Article 43 Training

1. Training means any form of structured activity intended to enable (prospective) temporary agency workers to obtain, maintain, expand or deepen their knowledge and/or skills. Training does not mean the performance, in return for pay (other than an allowance), of productive work that is not largely intended to expand the individual's knowledge and skills.
2. Training is intended to strengthen the temporary agency worker's employment position and is job and/or job-market related. The training course takes place on the basis of consultation between the temporary agency worker and the private employment agency.

#### *Training expenditure obligation*

3. Private employment agencies are obliged to spend 1.02 percent of the gross wage owed to temporary agency workers in phase A in the year concerned on training temporary agency workers. For the purposes of this article gross wage means: the wage for the hours normally worked, the wage for irregular hours (i.e. the hours in different day and time zones), the waiting day compensation, the reserves that have been paid out for holidays, special leave, short-term absenteeism and public holidays and the holiday allowance. For the purposes of this article, gross wage does not mean the wage for overtime, travelling time and grossed-up allowances.
4. The private employment agency can choose to implement the training expenditure obligation of 1.02 percent at company level under its own management or to pay the means involved to the Sociaal Fonds Uitzendbranche (Social Fund for the Employment Agency Industry).
5. If the private employment agency implements the training expenditure obligations at company level under its own management, it must include the expenditure on training in the last calendar year and how this expenditure took place in a specific section in the annual account or in an audit report. The private employment agency is obliged to provide the specific section in the annual account or audit report to the Stichting Naleving CAO voor Uitzendkrachten (SNCU) before 1 July each year.
6. Training costs mean:
  - the direct wage costs of temporary agency workers, payable by the private employment agency, who follow study programmes during working hours (lost labour costs);
  - the direct and indirect expenses involved in providing or organising (internal and external) study programmes, including the costs of the personnel involved in this;
  - any other expenses, including the costs paid to educational institutions, travelling and accommodation expenses and study-cost allowances.
7. A structured activity means an activity that meets the following conditions:
  - any training must last at least three hours;
  - a supervisor must be present at the training course; where effective training is possible through an interactive system, at least distance supervision must be available, in the form of a helpdesk, for example;
  - after the activity, the training course is evaluated with the temporary agency worker by or on behalf of the private employment agency.

8. If the temporary agency worker and/or the private employment agency so desire, they shall consult each other with regard to creating a detailed programme for a personal development plan (P.D.P.).
9. If the temporary agency worker is offered a training course, the parties shall agree in writing with regard to such training course and set out the study objectives and extent of the training course, amongst other things.

#### *Extra training endeavours*

10. At the private employment agency's initiative the temporary agency worker from the time that he starts phase B or C can be considered once every five years for periodic acknowledgement of competences.
11. In consultation between the temporary agency worker and the private employment agency a long-term qualificative course can be agreed on. In that case the private employment agency for a maximum period of 52 worked weeks can use the recruitment table as meant in article 22 paragraph 2 of this Collective Labour Agreement for the temporary agency worker without a starting qualification. If the recruitment table is used and the temporary agency worker has completed the course successfully, the temporary agency worker is entitled to an extra period-linked salary amount, as well as the regular period-linked salary amount ensuing from this Collective Labour Agreement as meant in article 24 of this Collective Labour Agreement.

#### *Repayment scheme*

12. The private employment agency is authorised to reach a reasonable repayment arrangement with the temporary agency worker in those cases when the temporary agency worker does not successfully complete the training and is to blame or the agency work employment contract is terminated before the training has been completed at the initiative of or due to the fault of the temporary agency worker.

## Chapter 10 International

### Article 44 Temporary agency workers not permanently resident in the Netherlands

This scheme, for the different characteristics of the working conditions of temporary agency workers who are not permanently resident in the Netherlands, has been agreed by the parties to this Collective Labour Agreement to bring the working conditions more into line with the needs of the specific working pattern of this group of temporary agency workers who are not permanently resident in the Netherlands. Upon concluding the agency work employment contract, the private employment agency is therefore obliged to enter into consultations with each temporary agency worker who is not permanently resident in the Netherlands about the provisions of this article on the alternative form of the working conditions concerned.

1. The provisions of this Collective Labour Agreement likewise apply to temporary agency workers who are not permanently resident in the Netherlands, however, on the understanding that, contrary to the Collective Labour Agreement provisions of the following paragraphs of this article, the rights and obligations arising from those Collective Labour Agreement provisions can be given shape in an alternative manner. The value of the working conditions for these temporary agency workers is the same as that of the working conditions for the other temporary agency workers. References in this article to “temporary agency workers” are references to “temporary agency workers who are not permanently resident in the Netherlands”. The provisions of this article therefore do not apply to the other temporary agency workers.
2. Contrary to the provisions of this Collective Labour Agreement stated under a., b., c. and d. of this paragraph, the private employment agency may agree, in consultation with the temporary agency worker that remuneration in respect of the following working conditions may be paid to the temporary agency worker in money, on a weekly/monthly/periodic basis. This applies on the understanding that in such cases payment will be made in respect of all the working conditions stated below:
  - a. four days off in excess of the statutory holiday entitlement (article 35);
  - b. reserve for short-term absenteeism (article 37);
  - c. holiday allowance (article 36);
  - d. public holidays (article 38), if and insofar as the company sets aside a reserve for this and, in so doing, has chosen the option in article 38, paragraph 2, under a. of this Collective Labour Agreement.
3. Contrary to the provisions of paragraph 2 of this article, the private employment agency is permitted to agree with the temporary agency worker to only increase the actual wage by the proportional value in money of the working conditions referred to under b., c. and d. on the understanding that, in respect of holidays in excess of the statutory entitlement, the normal reserve system of article 35 of this Collective Labour Agreement may be adopted, if required.
4. If and insofar as not already applicable on the grounds of article 43, paragraph 1, of this Collective Labour Agreement, the training referred to in that article for temporary agency workers shall in any case be deemed to include the activities concerned with facilitating the stay and the work of the temporary agency workers.

5. If required, the private employment agency shall enable the temporary agency workers to take a day off on alternative public holidays (i.e. not one of the generally recognised public holidays referred to in article 38 of this Collective Labour Agreement), provided the private employment agency is notified to that effect in good time.
6. The private employment agency is permitted to pay the wage partly in kind, taking into account the restrictions included in article 22 paragraph 5 of this Collective Labour Agreement.
7. The private employment agency is obliged to provide the temporary agency worker with appropriate and clear health and safety instructions.
8. Article 45 of this Collective Labour Agreement also applies to temporary agency workers who are recruited in groups by, or on the instructions of a private employment agency outside the Netherlands and/or are housed in groups in the Netherlands with a view to arranging for them to perform work in the Netherlands.

**Article 44a. Deductions from the payable wage pertaining to temporary agency workers not permanently resident in the Netherlands**

1. With due observance of statutory and regulatory provisions and the provisions of this article, it is possible that the private employment agency may deduct an amount from the wage to be paid out.
2. The deductions referred to in paragraph 1 can also include a penalty based on a penalty fine (section 7:650, subsection 2 of the Netherlands Civil Code). This penalty may only be imposed if based on a reasonable penalty fine that satisfies the following conditions:
  - a. The regulations which stipulate a penalty in the event of violation are included in the written agency work employment contract, as is the amount of the penalty for each violation.
  - b. The height of the penalty amount that may be imposed on the temporary agency worker in a week does not exceed his wage in monetary terms for a half day, assuming a full-time position, or a proportionate part, if the worker does not work full time. No individual penalty exceeds this amount.
  - c. The exact use of the penalty money is reported. The penalty may not be used directly or indirectly to the personal advantage of the private employment agency. Departure from this in writing is possible for the temporary agency worker whose wage exceeds the statutory minimum wage.
3. Deductions from the wage to be paid out for housing costs and transport costs from and to the place of residence in the temporary agency worker's country of origin are based on the actual costs.
4. The costs of the activities that the private employment agency performs for social guidance provided to the temporary agency worker and the related administration pertaining to his work and stay in the Netherlands may not be deducted from the wage.

**Article 45 Additional rules for temporary agency workers not permanently resident in the Netherlands**

These rules apply to temporary agency workers who are recruited outside the Netherlands by or on the instructions of the private employment agency and/or are housed in the Netherlands with the aim of having them perform work in the Netherlands.

1. If the private employment agency provides housing and the temporary agency worker accepts this, the private employment agency shall ensure that the temporary agency worker is provided with accommodation at a realistic cost in accordance with the legal requirements. The use of accommodation by the temporary agency worker cannot be made permanently mandatory by the private employment agency or be made a requirement for placement. The private employment agency shall inform the temporary agency worker about the possibility of registering with the Municipal Personal Records Database (GBA).
  - a. Permitted types of accommodation are\*:
    - normal houses;
    - hotel/guest houses;
    - housing units in a complex of buildings;
    - chalets/units;
    - housing in a recreational area.
  - b. The available housing space per person must be at least 10 m<sup>2</sup> provided that the relevant provisions in the applicable construction decree and/or the applicable municipal building regulation are at least met. Only living space in the immediately accessible environs is included when determining the available housing space.
  - c. The statutory regulations must be followed with regard to occupants' facilities. Housing must have sufficient sanitary, cooking and heating facilities and be suitable for the specific accommodation purpose of this specific group of temporary agency workers.
  - d. The fire safety of the location must at least satisfy the statutory and municipal regulations. The private employment agency must pay serious attention to fire safety in normal houses as well, by correctly installing approved fire extinguishers, fire blankets and smoke detectors.
  - e. Sufficient information must be clearly and centrally available at the housing location, in the national language, with recommended actions and the telephone numbers of public services to call in the event of an emergency.
  - f. The records of the private employment agency will contain a current overview of the housing locations and the persons per location.
2. The private employment agency shall ensure proper information is provided about transport from and to the country of origin, as well as from and to the hiring company.
  - a. The private employment agency may offer transport it organises itself, which must satisfy the legal requirements. The temporary agency worker cannot be required to accept this transport unless the private employment agency has serious reasons for requiring this.
  - b. If the private employment agency has serious reasons as cited in paragraph a. and the housing is located such that the temporary agency worker must have his own transport in order to ensure his own mobility for social comings and goings, the private employment agency will ensure access to alternative transport insofar as this can be reasonably expected of it.
3. The following applies with regard to the temporary agency worker's home-work travel:
  - a. If the temporary agency worker does not utilise the transport organised by the private employment agency but uses his own transport instead, a travel expense reimbursement as referred to in article 28 may apply.
  - b. If the temporary agency worker utilises the transport organised by the private employment

agency, a reasonable personal contribution for the transport may be agreed between the private employment agency and the temporary agency worker if no travel expense reimbursement in the sense of article 28 applies.

- c. If a travel expense reimbursement in the sense of article 28 applies for the temporary agency worker's use of his own transport, but the temporary agency worker utilises the transport organised by the private employment agency, this transport organised by the private employment agency is free of charge for the temporary agency worker.
  4. The temporary employment agency shall make an effort to provide proper social guidance on the (health) care for temporary agency workers living in provided accommodation, with due observance of article 44a., paragraph 4.
  5. The private employment agency is obliged to offer health insurance, which the temporary agency worker is not obliged to accept. The private employment agency is also obliged to inform the temporary agency worker on the usefulness and necessity of concluding health insurance and any voluntary continuation of the health insurance after employment ends.
  6. If the temporary agency worker accepts the offer of health insurance, he may authorise the private employment agency to periodically make payments on his behalf to the health insurer to cover the nominal premium. In that case the private employment agency will make every effort to ensure that the temporary agency worker receives a copy of the policy, with report of the nominal premium, or proof of termination of health insurance within two weeks after entering into and ending the health insurance, respectively, either directly from the insurer or via the private employment agency.
  7. The private employment agency shall ensure that the employment contract and associated documents are available in Dutch as well as in the language of the temporary agency worker housed in a group.
  8. The private employment agency shall provide the temporary agency worker with extra information relating to this Collective Labour Agreement, the Working Hours Act and possibly other subjects.
  9. After 26 worked weeks the private employment agency shall inform the temporary agency worker about the possibilities of following a Dutch language course and shall facilitate the course where possible. The language course falls under training as referred to in article 43.
  10. As the case arises, if the private employment agency provides help with completing a T-form (tax form) any resulting refund must be deposited in the temporary agency worker's account.
- \* *The housing standards as included in a. to f. are further detailed in Appendix VII to the Collective Labour Agreement.*

#### Article 46 **Temporary agency workers with a foreign employment contract (Waga)**

In accordance with the provisions of article 2 of this Collective Labour Agreement and the Terms of Employment (Cross-border Work) Act (Waga), in the fields indicated below the provisions of this Collective Labour Agreement that have been decreed to be compulsorily applicable, also apply to temporary agency workers who are deployed from abroad by a foreign private employment agency to a user company in the Netherlands, and whose employment contract is governed by the law of a

country other than the Netherlands. The fields concerned are:

- maximum working times and minimum rest periods;
- minimum number of holidays during which the private employment agency has an obligation to pay wage;
- minimum wages, including payments for overtime and not including additional company pension schemes;
- conditions for placing temporary agency workers, in particular for private employment agencies;
- health, safety and hygiene at work;
- protective measures with regard to employment conditions and circumstances for children, young persons and pregnant employees or employees who have recently given birth;
- equal treatment of men and women.

Appendix IV applies to this employment agreement.

## Chapter 11 Disputes Committees

### Article 47 Dealing with complaints in the private employment agencies

Temporary agency workers shall first consult with the private employment agency's branch manager on any complaints or disputes with regard to the agency work employment contract. The private employment agency shall take a decision within fourteen days. If the temporary agency worker does not agree with the decision he may put his dispute to the Disputes Committee.

### Article 48 Disputes Committee

1. There is a Disputes Committee for the Temporary Agency Work Sector. The Committee consists of seven members and six deputy members. The employers' organisations and the ABU each appoint three members and three deputy members. Vacancies are filled by the party who appointed the resigning member. The employers' organisation and the ABU appoint the seventh member and chairman together.
2. Private employment agencies and temporary agency workers can institute a dispute about the implementation or application of this Collective Labour Agreement.
3. The Committee regulates its working manner in its regulations. These also regulate the composition of the Committee to deal with a dispute.
4. The regulations apply without detriment to the statutory provisions for arbitration.
5. The regulations determined shall in any case regulate that:
  - a. the chairman shall in any case form part of the Disputes Committee;
  - b. the Committee deals with a dispute with 3, 5 or 7 (deputy) members;
  - c. the number of employees' and employers' members shall be equal in number.
6. The members and deputy members of the Disputes Committee as well as any secretary that the Committee may appoint shall observe confidentiality with regard to the facts and circumstances which they become aware of in the Committee. The same applies with regard to the way votes are cast in the Committee.
7. The claimant shall owe a court registry fee of €49. The Disputes Committee may stipulate in its decision that a sum in costs must be paid. The sum of the costs may not exceed the apportionment of the costs awarded by the court (sub-district sector) in a similar case.
8. Before starting to adjudicate in a case, the Disputes Committee may require a deposit from the parties, in some circumstances, the amount of which shall be determined by the Disputes Committee, taking into account the provisions of the preceding paragraph and with regard to the rules on free legal aid in accordance with the law.
9. The Disputes Committee shall send an overview of its decisions to parties to this Collective Labour Agreement each year. The anonymity of the parties involved in the disputes shall remain safeguarded.
10. The Disputes Committee's secretariat is based at the office of the Algemene Bond Uitzendondernemingen.

#### *Explanation:*

*The Disputes Committee for the Temporary Agency Work Sector can be contacted by post at PO Box 144, 1170 AC Badhoevedorp and by e-mail at [geschillen@abu.nl](mailto:geschillen@abu.nl).*

## Article 49 **Consultation, objections and appeal procedure concerning job classification**

### *Consultation*

1. Temporary agency workers who believe their job has been incorrectly graded may submit an objection. Within six weeks of the commencement of the work, after receiving notice of the grading, the temporary agency worker must first consult with the member of the private employment agency workforce who graded the job. Upon request, the member of the private employment agency workforce provides the temporary agency worker with a written grading decision. The grading decision is taken on the basis of the grading instrument described in Appendix I. The private employment agency shall provide the temporary agency worker with the decision within six weeks of the request. The grading decision shall inform the temporary agency worker of the term and body to which objections may be submitted.

### *Objection*

2. Temporary agency workers who disagree with the grading decision may submit an objection to the decision. To this end, within six weeks of receiving the grading decision the temporary agency worker must submit a written objection to the management or the department of the private employment agency the management has designated. A submitted objection must indicate the reasons why the temporary agency worker believes the job has been incorrectly graded with regard to the reference job or jobs that are used for grading. The receipt of the objection will be confirmed in writing.

The private employment corporate management shall obtain information on the grading from the branch and temporary agency worker concerned. The management must take a decision on the basis of this information within six weeks of the date of the objection. The decision on the objection shall inform the temporary agency worker of the possibility of submitting an appeal and of the body to which an appeal may be submitted.

If it emerges that the job was incorrectly graded, the private employment agency shall, if necessary, adjust the actual wage in accordance with the correct job classification. Any such adjustment in remuneration shall be with retroactive effect to the date of the contested job classification.

### *Appeal procedure*

3. Within six weeks of the management's decision, the temporary agency worker may submit a written appeal to the Job Classification Committee established by the parties to this Collective Labour Agreement, which is located at the ABU's offices.

The Job Classification Committee shall first use the information provided by the two parties to assess whether the submitted appeal is admissible. If the appeal is admissible, the Job Classification Committee shall present a written decision within three months of the notice of appeal. The Committee shall draw up its own regulations.

If it emerges that the job was incorrectly graded, the private employment agency shall, if necessary, adjust the actual wage in accordance with the correct job classification. Any such adjustment in remuneration shall be with retroactive effect to the date of the contested job classification.

*Explanation:*

*The Job Classification Committee can be contacted by post at PO Box 144, 1170 AC Badhoevedorp and by e-mail at [functieclassificatie@abu.nl](mailto:functieclassificatie@abu.nl).*

## Chapter 12 Other/final

### Article 50 Facility for employees' organisations

1. The employees' organisations, party to this Collective Labour Agreement, shall be given the opportunity provided the corporate management is notified in good time:

- a. to use notice boards in the companies for:
  - displaying notifications of a business and informative nature with regard to own business or their own sector;
  - publishing the names of representatives or contact persons of the employees' organisation(s);
  - announcing meetings of the employees' organisation(s);
  - publishing brief reports of these meetings;
  - nominations of members of the Works Council.

A copy of the messages and announcements to be placed on the notice board shall be presented to the corporate management in good time, to enable the corporate management, on the basis of well-founded reasons for those concerned, to postpone the publication of the aforementioned messages and/or announcements until further consultation has been possible with those concerned or the employers' organisation(s).

- b. to use a meeting room in the agency for meetings of the official body of the union and, in general, for maintaining contacts with members of employees' organisations in the agency, providing the corporate management is requested in good time to make the aforementioned meeting room available. In principle the meeting room shall be used outside or immediately after normal office hours.
2. a. The representative of an employees' organisation is a person working in the company who holds an administrative or representative function in connection with his union, and who has been designated as such in writing to the corporate management by the employees' organisation concerned.
- b. The representative of an employees' organisation is entitled to a maximum of four days leave with pay per year in order to attend meetings of employees' organisations.
- c. An employee who is a member of an employees' organisation shall not be disadvantaged due to this fact by the employment agency.
- d. In the case of a violation – also ascertained by the Works Council – of the agreement referred to under c. of this paragraph, the employee concerned may notify the employees' organisation's management to that effect. If consultations between the corporate management and paid managers of the employees' organisation concerning the alleged violation of the agreement referred to under c. of this paragraph fail to lead to solutions that are acceptable to the parties, one or both of the parties may present the matter for arbitration to the Disputes Committee referred to in article 48 of this Collective Labour Agreement.
3. a. The temporary agency worker, after informing the private employment agency, shall be given the opportunity at least once a year to request the private employment agency to pay union contributions to the employees' organisation. The trade union concerned must

provide the private employment agency with information on how much the trade union membership fee is.

- b. If and insofar as the temporary agency worker's wage is legally sufficient, the private employment agency shall pay the aforementioned trade union membership fee to the trade union or the temporary agency worker in accordance with the information the trade union provides, insofar as tax facilities exist for making such a payment. A similar sum shall then be deducted from one of the temporary agency worker's gross wage components referred to under c. of this paragraph, as the private employment agency sees fit.
- c. Gross components shall mean: gross wage, gross reserve for holiday exceeding statutory requirements, holiday pay, gross overtime bonus and such like.
- d. The private employment agency is only obliged to pay the trade union membership fee for the period in which an agency work employment contract exists between the temporary agency worker and the private employment agency (or has existed in the case of payment in arrears).

#### Article 51 **Evaluation and termination of the Collective Labour Agreement provisions**

1. The parties shall enter into negotiations with each other no later than 29 March 2012 about the establishment of a new Collective Labour Agreement or the extension of the current 5-year provisions of this Collective Labour Agreement.
2. In the negotiations about the establishment of a new multi-annual Collective Labour Agreement or the extension with any amendments of the current Collective Labour Agreement, the parties shall only make proposals for amending the set of regulations on the basis of grounds derived from the evaluation, on the assumption that, in principle, the parties intend to agree on a similar set of regulations for a further period of five years.
3. If no party has terminated the provisions of this Collective Labour Agreement, referred to in article 3 under a. of this Collective Labour Agreement, by registered letter no later than three months before the end of the term, or if in the case of termination at the time of the expiry of the aforementioned provisions of this Collective Labour Agreement no new Collective Labour Agreement has been concluded, these provisions shall be automatically extended. The duration of this extension is one year.

#### Article 52 **Interim amendments**

In the event of any change occurring in the Netherlands of such a general, social and/or financial nature that the parties can no longer reasonably be deemed to be bound by the provisions, the parties shall consult during the duration of this agreement about the amendments that are to be made.

#### Article 53 **Observance**

1. The parties involved in the establishment of this Collective Labour Agreement have established the SNCU.
2. The SNCU's charter and regulations have been laid down in the *Collective Labour Agreement Social Fund for the Employment Agency Industry*.

3. The SNCU must ensure that the provisions of this Collective Labour Agreement are generally and fully observed and is authorised by the parties to this Collective Labour Agreement to do everything to that end that may be advisable and necessary.
4. The private employment agency is obliged to demonstrate, in the manner indicated in regulations to be drawn up by the SNCU for that purpose, that the provisions of the *Collective Labour Agreement for Temporary Agency Workers* are strictly observed.

**Article 54 Further provisions**

A change in the rules that apply in the user company's business shall only be binding for the private employment agency from the time that the user company informs the private employment agency of the change or from the time that the private employment agency could reasonably have taken note of the change.

**Article 55 Nature of the Collective Labour Agreement provisions**

The provisions of this Collective Labour Agreement are so-called minimum provisions.



## Appendix I Job classification

### *Explanation:*

*The jobs in which deployment can occur are distinguished according to the level of work that has to be done. Nine job grades are recognised. The salary table included in article 22 of this Collective Labour Agreement has nine salary scales which correspond with the nine job grades. In this Appendix, the formal decision-making rules are provided that are used to grade jobs into job grades and to also determine the salary scale in the salary table that applies to the job concerned.*

*The formal decision-making rules include four grading instruments, which must be used for grading the job.*

The instruments are:

1. Job matrix (including job-grade characteristics).

This contains an overview of all ABU reference jobs, sorted according to job grade and disciplines I up to and including IV (administration, production/technical/logistics, medical/paramedical and others).

The matrix also contains a description of the level-determining characteristics (nature of the work, indications of the required knowledge, skills/experience and degree of independence) of each job grade, supplemented with educational characteristics. The private employment agency reasonably assigns the temporary agency worker to a job grade according to the job matrix.

2. Supplementary aid for grading jobs into job grades.
3. Description of the job profiles of the reference jobs (separate publication available from the ABU, see [www.abu.nl](http://www.abu.nl)).
4. Decision tree diagram for grading jobs into job grades.

The decision tree as meant in article 4 shall in the event of a dispute about the classification of the job serve as an aid to provide decisiveness about the correctness of the classification. In that case the private employment agency shall provide the temporary agency worker on request with information about the job characteristics:

- a. nature of the work;
- b. indication of the required knowledge, skills/experience;
- c. degree of independence.

In the event of a dispute about the classification of a job the procedure set forth in article 49 of this Collective Labour Agreement must be followed.

# Job matrix

## JOB CHARACTERISTICS

Job group	A Nature of the work	B Indication of the required knowledge, skills/experience	C Degree of independence
Group 1	Extremely simple work of almost the same character that is usually repetitive	For which no professional knowledge and limited experience are required	The work is performed on the basis of detailed directions/instructions and practically always under immediate supervision
Group 2	Simple work of a slightly varying character that is usually repetitive	For which very limited professional knowledge and skills/experience are required	The work is performed on the basis of detailed directions/instructions and often under immediate supervision
Group 3	Simple work of a varying character that is not always performed according to the same pattern	For which a degree of professional knowledge and skill/experience are required	The work is performed on the basis of directions/instructions, with a limited possibility for employees to influence their own work arrangements and sequence of work
Group 4	Less simple work of a varying character that is not often performed according to the same pattern	For which some professional knowledge and relevant skills/experience are required	The work is performed on the basis of directions/instructions and requires a limited measure of initiative and insight into the employee's own work arrangements and sequence of work and the gearing of the work to that of others
Group 5	More difficult work of a varying character that is not often performed according to the same pattern	For which partial to complete professional knowledge is required along with the relevant skills/experience	The work is performed on the basis of more general directions, instructions and indications, and requires a somewhat higher measure of initiative and insight into the employee's own work arrangements and sequence of work and the gearing of the work to that of others
Group 6	More difficult work that is rarely repeated according to the same pattern	For which complete professional knowledge and an ample measure of skills/experience are required. Additional vocational/professional education at the senior secondary level is required	The work is performed on the basis of generally described directions, instructions and indications, and employees are specifically required to be able to independently arrange their own work and gear it to that of others
Group 7	Difficult work that is rarely repeated according to the same working pattern	For which complete professional knowledge, an ample measure of skills/experience and additional vocational/ professional education at the senior secondary level are required	The work is performed on the basis of generally described directions, instructions and indications, and an ample measure of initiative and independence is required in the performance of the job, the organisation of the employee's own work and gearing the work to that of others
Group 8	Difficult work that is rarely repeated according to the same working pattern and which consists of a variety of activities with a different nature and objective in a more specialised field	For which knowledge and skills are required at a higher professional level	The work is performed on the basis of generally described directions, instructions, indications and/or guidelines, and an ample measure of independence is required in the performance of the organisation of the employee's own work and that of others, as well as the identification and solution of more specialised problems, the assessment of developments, etc.
Group 9	Specialised and/or organisational/ coordinating work that consists of a variety of activities with a different nature and objective in a specialised field ("field specialist") or that require the integration and direction of various fields of activity in a particular organisational field	For which knowledge, and skills at a higher professional level or academic level are required	The work is performed on the basis of general directions and guidelines and a large measure of independence is required in the organisation of the employee's own work and/or the direction of others as well as (field-based/organisational) initiation and development

## DISCIPLINES/REFERENCE JOBS

	<b>Administration</b>	<b>Production, technical and logistics</b>	<b>Medical/paramedical</b>	<b>Other</b>
	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
<b>little, if any, vocational education</b>	- Filing assistant	- Production operative - Packer - General service assistant - Stockroom assistant A - Driver's mate (loader/unloader)		- Cashier - Shop salesperson - Cleaner A - Agricultural worker - Washer-up - Kitchen help
<b>little, if any, vocational education</b>	- Clerical assistant A - Word processing assistant - Post room assistant	- Stockroom assistant B - Fork-lift truck driver - Warehouse assistant (loader/unloader) - (Post) sorter - Order collector - Mechanic's mate/assembly operative - Mail carrier	- Home help (basic)	- Call centre assistant A - Cleaner B - Catering assistant - Service assistant (hotel and restaurant)
<b>preparatory secondary vocational education (vmbo)/ junior general secondary education (mavo)- level</b>	- Clerical assistant B - Receptionist/telephonist A - Telephonist	- Driver delivery van/courier - Stockroom assistant C - Machine operator	- Nursing assistant	- Call centre agent B - Sales assistant retail trade - Clerical assistant salesperson indoor office staff - Waitress - Cook production - Porter (hotel)
<b>preparatory secondary vocational education (vmbo) level + specific experience</b>	- Secretary A - Clerical assistant C - Receptionist/telephonist B	- Service mechanic A	- Home help care - Nursing auxiliary	- Call centre agent C - Hostess
<b>preparatory secondary vocational education (vmbo) + specialised follow-up study programme</b>	- Secretary B - Clerical assistant D	- Forwarding department assistant/ Load planner - Service mechanic B - Constructional fitter - Draughtsman mechanical engineering	- Ward orderly	- Salesperson indoor office staff assistant A - Waiter (superior restaurant) - Independently working cook - Receptionist (hotel)
<b>upper secondary vocational education (mbo) completed/upper general secondary education (havo)</b>	- Secretary C - Bookkeeper	- Electrical and Installation technician	- Specialised home help care	- Salesperson indoor office staff B - System administrator A - Chef small restaurant
<b>upper secondary vocational education (mbo) + specific experience</b>	- Secretary D	- Draughtsman/Designer mechanical engineering	- Nurse orthopaedics	- System administrator B - Application programmer A - Salesman - Restaurant manager fast-food
<b>higher vocational education (hbo)</b>	- Business economics analyst - Management assistant	- Head of maintenance department	- Physiotherapist - IC nurse	- Teacher primary education - Salesperson A - Application programmer B - Personnel officer
<b>higher vocational education (hbo)/ academic</b>	- Head of financial accounting department	- Designer mechanical engineering - Head of production department	- Head of physiotherapy department	- Hotel/restaurant manager - Teacher senior secondary vocational education - Salesperson B

## 2. Supplementary aid for grading jobs into job grades

The job matrix is central. It contains, amongst other things, around 50 of the jobs for which deployments are most frequently arranged in the temporary agency work sector. The columns show the jobs grouped per discipline. The rows show the jobs grouped according to job grades.

The jobs in the job matrix are so-called reference jobs. They serve as the standard for comparing the various jobs to which temporary agency workers are deployed.

The job titles of approximately 160 jobs are shown here below in alphabetical order. The list was compiled from a survey of nine private employment agencies to determine the top 50 jobs for which they deployed temporary agency workers.

- The job titles indicated by the private employment agencies are shown in column 1 and designated by their general name.
- After the general name, columns 2 and 3 refer to the described reference job(s) that would possibly be a suitable fit for comparison with the 'general name job'. A decision about whether the job is a suitable fit can be taken after reading the job profiles of the reference job.
- If the 'general name job' roughly compares with the reference job, the obvious step would be to grade the job in that job grade.
- It is advisable to also read a few job grade characteristics that relate to a job grade that is possibly a suitable fit in order to get a better sense of the grade concerned.

Based on the sense of the grade obtained in the preceding step the 'general job name' can be comparatively and conceptually graded in the appropriate job grade.

General titles	Discipline	Reference job
Accountant Modern Business Administration (MBA)/Higher National Diploma (SPD) Level	I	Bookkeeper
Administrative higher vocational education (hbo) level	I	Bookkeeper Head of financial accounting department Business economics analyst
Agricultural worker	IV	Agricultural worker
Assembly fitter	II	Production worker
Assembly operative	II	Mechanic's mate/Assembly operative
Auxiliary nurse	III	Auxiliary nurse
Bartender	IV	Hotel and restaurant service assistant Waitress
Bookkeeper's assistant	I	Clerical assistant A up to and including D
Call centre agent	IV	Call centre agent A up to and including C Office sales staff assistant A + B
Cash-desk assistant/Cash desk/counter	IV	Cashier
Cashier	IV	Cashier
Cashier shop	IV	Cashier

General titles	Discipline	Reference job
Catering assistant	IV	Kitchen help Washer-up Catering assistant
Cleaner	IV	Cleaner A
Cleaner	IV	Cleaner A + B
Clerical assistant/Employee light	I	Clerical assistant A + B
Clerical assistant	I	Clerical assistant A up to and including D
CO <sup>2</sup> welder	II	Service mechanic A
Commercial assistant	IV	Call centre agent A up to and including C Office sales staff assistant A + B Salesman
Company canteen assistant	IV	Kitchen help Catering assistant
Constructional fitter	II	Service mechanic A
Constructional fitter's mate	II	Mechanic's mate A Fitter's mate
Cook	IV	Cook production Independently working cook Chef small restaurant
Data typist/data entry assistant	I	Word processing assistant
Delivery man/courier	II	Driver delivery van/Courier
Department secretary	I	Clerical assistant B Secretary A + B
Desk clerk	I	Receptionist/Telephonist A + B
Domestic assistant	IV	General service assistant Kitchen help
Driver	II	Driver delivery van/Courier
Driver's mate (freight holder)	II	Driver's mate
Driver large vehicles	II	Driver delivery van/Courier
Driver small vehicles/delivery van/BE	II	Driver delivery van/Courier
Electrician	II	Mechanic A and B
Electrician lower vocational education (lbo)	II	Service mechanic A Service mechanic B
Executive secretary	I	Secretary C and D Management assistant
Filing assistant	I	Filing assistant
Financial (Clerical) assistant	I	Clerical assistant A up to and including D Bookkeeper
Flower binder	IV	Agricultural worker
Flower cutter	IV	Agricultural worker

General titles	Discipline	Reference job
Fork-lift truck driver	II	Fork-lift truck driver
Fork-lift truck driver/fork-lift truck machinist	II	Fork-lift truck driver
Forwarding department assistant	II	Order collector Stockroom assistant A up to and including C Forwarding department assistant/ Load planner
Geriatric assistant	III	Home help (basic)
Geriatric nursing assistant	III	Home help (basic) Nursing assistant
Handyman/Odd-jobber	II	General service assistant
Home care/Home help A	III	Home help (basic)
Home help	III	Home help care
Hostess	IV	Hostess
Hotel and restaurant assistant	IV	Hotel and restaurant service assistant
Hotel and restaurant/domestic general assistant	IV	Washer-up Kitchen help
Industrial cleaner	IV	Cleaner A + B
Industrial operative	II	Production worker
Intensive care assistant	III	IC nurse
Kitchen help/Kitchen assistant/Kitchen employee	IV	Kitchen help
Laundry assistant/Laundry help	IV	Washer-up
Loader	II	Driver's mate Warehouse assistant
Loader/Unloader	II	Driver's mate Warehouse assistant
Logistics assistant	II	Stockroom assistant A up to and including C Forwarding department assistant
Machine operator CNC	II	Mechanic A
Mail carrier	II	Mail carrier
Mailroom assistant	I	Mailroom assistant
Mail sorter	II	Mail sorter
Management assistant	I	Secretary C and D Management assistant
Market garden assistant	IV	Agricultural worker
Mechanic	II	Mechanic A and B
Mechanic's mate	II	Mechanic's mate/Assembly operative
Messenger/Mailroom assistant	I	Mailroom assistant
Nurse	III	Orthopaedics nurse IC nurse

General titles	Discipline	Reference job
Office worker	IV	Clerical assistant/Office sales staff Office sales staff assistant A + B
Order collector/order picker	II	Order collector
Packer/packer and unpacker	I	Packer
Pollster	IV	Call centre agency A
Porter (general)	II	General service assistant
Production operative/Production assistant	II	Production worker
Receptionist	I	Receptionist/Telephonist A + B
	IV	Receptionist (hotel)
Receptionist medical	I	Receptionist/Telephonist A + B
Refreshment bar assistant	IV	Hotel and restaurant service assistant Catering assistant
Refuse collector/Household refuse loader	II	Production worker Driver's mate
Remover	II	Driver's mate
Sales person/Shop assistant	IV	Shop assistant
Sales person		Shop sales assistant
Sales person office staff	IV	Office sales staff assistant A + B
Customer service assistant		
Salesperson retail trade	IV	Shop assistant
Sales person foodstuffs	IV	Shop assistant Shop sales assistant
Secretarial assistant/Secretariat	I	Secretary A
Service mechanic	II	Mechanic A and B
Shelf filler	IV	Shop assistant
Shop assistant	IV	Shop assistant
Sorter production	II	Production worker
Stockroom assistant	II	Stockroom assistant A up to and including C
System administrator	IV	System administrator A System administrator
Teacher	IV	Primary school teacher Senior secondary vocational teacher
Telephonic help desk agent	IV	Call centre agent A up to and including C
Telephonic complaints handler	IV	Call centre agent A up to and including C
Telephonic seller/telemarketer	IV	Call centre agent A up to and including C Office sales staff assistant A + B
Telephonist	II	Telephonist
Telephonist/Receptionist	II	Receptionist/Telephonist A + B
Typist	I	Word processing assistant
Waiter/waitress	IV	Hotel and restaurant service assistant Waitress Waiter

General titles	Discipline	Reference job
Waitress	IV	Hotel and restaurant service assistant Waitress
Ward orderly	III	Ward orderly
Warehouse assistant	II	Warehouse assistant
Washing-up assistant medical	IV	Washer-up
Washer-up/washing-up assistant	IV	Washer-up

### 3. Job profiles

The jobs are subdivided according to the following disciplines\*:

- I. Discipline Administration
- II. Discipline Production/technical/logistics
- III. Discipline Medical and paramedical
- IV. Discipline Other

\* The description of job profiles is available as a separate publication.

### 4. Decision tree diagram for grading jobs into job grades

In the event of a dispute about the classification of the job the decision tree serves as an aid in providing a final answer on the correctness of the classification.

1. Determine the job title and go through the job profile submitted by the applicant.
2. Answer the following questions on the basis of the job grade characteristics in the job matrix:

Column A. What is the core of the nature of the work?

- A1
- A2
- A3
- A4
- A5
- A6
- A7
- A8
- A9

Column B. Determine the required level of knowledge.

- B1
- B2
- B3
- B4
- B5
- B6
- B7

- B8
- B9

Column C. Determine the degree of independence.

- C1
  - C2
  - C3
  - C4
  - C5
  - C6
  - C7
  - C8
  - C9
3. If the degree between A and B, B and C, or A and C is more than one grade, start again at column A.
  4. The grade that is indicated two or three times is determined as the job grade in which a job will, in principle, be graded.
  5.
    - a. Select a reference job from the job matrix at the determined level and in the relevant discipline (job category) with the same or a related job title.
    - b. If a reference job with the same or a related job title does not occur in the matrix, use the supplementary aid.
  6. Compare the job profile of the selected reference job with the job profile submitted by the applicant. This serves as a final check.
  7. In the case of a significant mismatch start again at 1 and verify the profile submitted by the applicant for the temporary job.

## Appendix II Additional provisions remuneration

### Implementing provisions

1. The hourly remuneration payment is made in cash, by giro or by cheque at the end of each week/month/period together with the payment for any bonuses stated in articles 25 and 26 of the Collective Labour Agreement.
2. *Payslip*  
 The private employment agency is obliged to provide the temporary agency worker with a statement for every financial wage payment and at least on a monthly basis in writing or electronically. On request the temporary agency worker shall receive the payslip in writing. The payslip shall include the following details:
  - a. the wage amount;
  - b. the components of the wage;
  - c. the deductions from the wage amount;
  - d. the gross hourly wage;
  - e. the number of hours worked;

- f. the bonuses paid on the hourly wage specified per bonus type (both in percentages and in euros) and hours;
  - g. the cumulative reserves for the period in question;
  - h. the total of the cumulative reserves;
  - i. the period when the reserves will be automatically paid to the temporary agency worker;
  - j. the private employment agency's name;
  - k. the employee's name;
  - l. if possible: the user company's name and place of registration;
  - m. the scale in the Collective Labour Agreement;
  - n. if possible the scale in the user company's Collective Labour Agreement;
  - o. the wage paid;
  - p. the statutory minimum wage and minimum holiday pay applicable for the employee in this period;
  - q. an explanation of abbreviations used;
  - r. any further deductions. If other wage deductions besides taxes and social security contributions are made, this shall only take place in consultation with the temporary agency worker and shall be stated on the payslip.
3. Prior to the commencement of each placement, temporary agency workers are notified in writing of the job grade, the number of weeks worked at the same private employment agency and the allocated actual wage. The temporary agency worker is also given the option of application of the hirer's remuneration (article 19 paragraph 5 under a. of the Collective Labour Agreement) and if applicable, the job grade.
  4. The temporary agency worker shall be notified in writing of any switch to the hirer's remuneration on the basis of article 19, paragraph 5, under b. of the Collective Labour Agreement.
  5. At the end of the labour relationship, the private employment agency undertakes to provide the temporary agency worker with a statement indicating the job grade in which the temporary agency worker was placed and the number of weeks for which the person worked for the private employment agency concerned. The statement will generally correspond with the written statement described in article 8 of this Collective Labour Agreement.

### **Calculation method for reserves**

6. a. The percentage referred to in article 35 paragraph 6 of the Collective Labour Agreement is calculated as follows. The number of days off (24) allocated on a full-time annual basis is divided by the number of workable days in a given calendar year. The number of workable days is obtained by adding the number of days leave (24) allocated on a full-time annual basis, the number of Saturdays, Sundays and the number of public holidays that do not fall on a Saturday or Sunday in a given year and then deducting this sum from the number of calendar days in a given year. The division is expressed as a percentage, arithmetically rounded off to two decimal places.

- b. The percentage referred to in article 38 paragraph 2 under a. of the Collective Labour Agreement is calculated as follows. The number of public holidays that do not fall on a Saturday or a Sunday is divided by the number of workable days in any given calendar year. The number of workable days is obtained by adding the number of days leave (24) allocated on a full-time annual basis, the number of Saturdays, Sundays and the number of public holidays that do not fall on a Saturday or Sunday in a given year and then deducting this sum from the number of calendar days in a given year. The division is expressed as a percentage, arithmetically rounded off to two decimal places.
- c. The percentage referred to in article 39 paragraph 2 of the Collective Labour Agreement is calculated as follows. The number of days off (20) allocated on a full-time annual basis to holiday workers is divided by the number of workable days for holiday workers in a given calendar year. The number of workable days for holiday workers is obtained by adding the number of days off (20) allocated on full-time basis to holiday workers, as well as the number of Saturdays and Sundays in any year and then deducting this sum from the number of calendar days in a given year. The division is expressed as a percentage, arithmetically rounded off to two decimal places.
- d. The percentages referred to in article 41 paragraph 1 under b. of the Collective Labour Agreement are calculated as follows. The number of days off (20) to be granted annually to a temporary agency worker working full time is divided by the number of workable days in any calendar year. The number of days off exceeding the statutory requirements (4) is divided by the number of workable days in any calendar year. The number of workable days is obtained by deducting the number of days off granted annually on the basis of full time work (24) as well as any Saturdays, Sundays and public holidays, not falling on a Saturday or Sunday, in any year from the number of calendar days in any year. The division is expressed as a percentage arithmetically rounded off to two decimal places.

### **Remuneration under standards table and application of minimum wage**

7. a. Contrary to article 19 of this Collective Labour Agreement and subject to receiving dispensation from the Remuneration Committee referred to here below, private employment agencies are permitted to apply salary scales of the hiring company that are below the level of the standards table. Dispensation is only required if the private employment agency decides to apply the (lower) scales of the hiring company, while applying the present Collective Labour Agreement for other payments (bonuses and so forth).
- b. Contrary to article 19 of the Collective Labour Agreement, the recruitment table (see article 22 paragraph 2 of the Collective Labour Agreement) may be applied in the following situations:
  - special situations (e.g. specific seasonal work);
  - (locally) different or disrupted labour relations (in any case as a result of the broader application of the Minimum Wage and Minimum Holiday Allowance Act (WML) where that is not possible pursuant to the ABU Collective Labour Agreement).

The recruitment table may only be used in the aforementioned cases at the request of one of the parties to the *Collective Labour Agreement for Temporary Agency Workers* and subject to a deci-

sion to that effect by the joint Remuneration Committee referred to in article 20, paragraph 8 of the Collective Labour Agreement. There must be a demonstrable interest in using the recruitment table. The aforementioned Remuneration Committee shall present a written decision, with reasons, within fourteen calendar days of receiving the submitted request. In any cases not covered by the provisions of these regulations, the parties shall apply these regulations reasonably and fairly. The aforementioned decisions of the Remuneration Committee shall be made public. If the minimum wage is applied pursuant to this article, the *Collective Labour Agreement for Temporary Agency Workers* shall continue to apply in full to all other matters.

### **Divergent employment conditions for temporary agency workers working in the construction industry**

*The provisions here below are an elaboration of the provisions of article 21 of the Collective Labour Agreement. References in this appendix to articles of the Collective Labour Agreement for the Construction Industry are references to the AVV Order (order declaring a collective agreement binding) of 20 December 2010 published in the Government Gazette of 23 December 2010, no. 21225, last amended by order of 16 February 2011 (Government Gazette 21 February 2011, no. 1214).*

8. a. The provisions of this Collective Labour Agreement likewise apply to temporary agency workers who are deployed to a user company that falls within the scope of the provisions of the *Collective Labour Agreement for the Construction Industry* (hereafter: the construction company). By way of supplement to this, a divergent package of employment conditions applies for those temporary agency workers.
- b. The *Collective Labour Agreement for the Construction Industry* includes provisions on construction site jobs and executive, technical and administrative jobs. This division also applies to temporary agency workers deployed in these different jobs.
- c. Temporary agency workers who are deployed to construction companies as referred to in paragraph 1 of this provision are further defined as skilled workers or newcomers.

#### *Skilled workers in a construction site job*

9. A skilled worker in a construction site job is defined as a temporary agency worker who:
  - a. follows a study programme as referred to in article 28 paragraph 3 of the *Collective Labour Agreement for the Construction Industry* pursuant a professional practice training agreement (BPVO); or
  - b. is in possession of a diploma or practical certificate from a course as referred to in article 28 paragraph 3 of the *Collective Labour Agreement for the Construction Industry*; or
  - c. follows vocational education as an adult in the construction industry; or
  - d. has performed a total of twelve months construction work within a period of two years for the purpose of the *Collective Labour Agreement for the Construction Industry* (immediately preceding the commencement of the agency work, or - as soon as this is the case - while performing the agency work in the construction industry).
10. With regard to skilled workers in a construction site job, contrary to article 19 paragraph 5 under b. of the Collective Labour Agreement, the hirer's remunerations shall be applied starting from the first day of the length of stay of the skilled worker with the hiring company.

11. Contrary to the provisions of this Collective Labour Agreement, the following supplementary employment conditions from the *Collective Labour Agreement for the Construction Industry* shall apply for skilled workers in a construction site job:
  - article 11a paragraphs 1, 2, 3, 7 and 8 (four-day working week);
  - article 18 (standby service);
  - article 23a, paragraph 4 (extra days off for older employees);
  - article 36 (standby allowance);
  - article 42 (travelling time allowance);
  - article 92 (foreign employees).
12. The obligation to continue paying wages, as referred to in Section 7:628 of the Netherlands Civil Code, does not apply in the case of skilled workers in a construction site job, if unfavourable weather conditions in accordance with article 20a. of the *Collective Labour Agreement for the Construction Industry* prevents the work from continuing. In this case, the private employment agency supplements the unemployment benefit received pursuant to section 18 of the Unemployment Insurance Act (WW) to make it up to 100 percent of the applicable period wage in the scale.

*Skilled workers in executive, technical and administrative jobs*

13. A skilled worker in an executive, technical and administrative job is:
  - a. in possession of a vocational training diploma of at least level 2 in a construction field; or
  - b. has performed a total of twelve months executive, technical and administrative work within a period of two years, for the purposes of the *Collective Labour Agreement for the Construction Industry* (immediately preceding the commencement of the agency work or - as soon as this is the case - while performing the agency work in the construction industry).

Newcomers are employees who are deployed to a company that falls within the scope of the provisions of the *Collective Labour Agreement for the Construction Industry* and who are not covered by the definition of a skilled worker as described above.
14. With regard to skilled workers in executive, technical and administrative jobs, contrary to article 19 paragraph 5 under b., the hirer's remuneration shall be applied from the first day of the length of stay of the skilled worker with the hiring company.
15. Contrary to the provisions of this Collective Labour Agreement, the following supplementary employment conditions from the *Collective Labour Agreement for the Construction Industry* shall apply for skilled workers in executive, technical and administrative jobs:
  - article 11b with the exception of paragraphs 8 and 9 (four-day working week);
  - article 23b, paragraph 5 (extra days off for older employees);
  - article 92 (foreign employees).

*Newcomers*

16. With regard to newcomers in both construction site jobs and executive, technical and administrative jobs, contrary to article 19, paragraph 5, under b., of the Collective Labour Agreement, the hirer's remuneration shall apply from day 1. However, the applicable working hours reduction does not apply to newcomers.

### *Terms of Employment (Cross-border Work) Act (Waga)*

17. This appendix likewise applies to temporary agency workers who are deployed from abroad by a foreign private employment agency to a user company in the Netherlands that falls within the scope of the provisions of the *Collective Labour Agreement for the Construction Industry*, and whose employment contract are governed by the law of a country other than the Netherlands.

## **Appendix III Pension**

### **Basic Scheme**

1. Temporary agency workers who:
  - have worked at least 26 weeks for one private employment agency; and who
  - are aged 21 or older (counting from the first of the month when they turn 21); and who
  - are working in phase A,are covered by the Basic Scheme subject to the following conditions.
2. For the application of the provisions of paragraph 1, the temporary agency worker shall also be deemed to have worked 26 weeks for one employer, if successive employership applied in this period. Successive employership means the situation in which the temporary agency worker has worked continuously in the service of different employers, each of which must be reasonably deemed to be the successor of the previous employer in terms of the work that was performed.
3. Temporary agency workers who change employer after meeting the reference requirement of paragraph 1 of this article, but who continue to work within the scope of the Pension Fund for Personnel Services (Stichting Pensioenfondsvoor Personeelsdiensten), need not fulfil the reference requirement once again but continue to participate, unless there has been an interruption of a year or longer between two agency work employment contracts.
4. The Stichting Pensioenfondsvoor Personeelsdiensten is responsible for implementing the Basic Scheme.
5. The Basic Scheme is a defined contribution scheme for which the premium contribution as of 1 January 2008 is 2.6 percent of the gross wage. The Basic Scheme has a retirement age of 65 and provides for the formation of a pension capital for purchasing a retirement pension and/or partner's pension. For the purposes of this article, gross wage is defined as: the wage for the hours normally worked, the wage for irregular hours (i.e. the hours in different day and time zones), the waiting day compensation, the reserves for holidays<sup>\*1</sup>, special leave, short-term absenteeism and public holidays, the holiday allowance<sup>\*1</sup> and the personal allowance as referred to in article 19, paragraph 4, under c. For the purposes of this article, gross wage does not mean the wage for overtime, compensation hours, travelling time and grossed-up allowances.
6. Every private employment agency is obliged to pay the premium contributions to the Stichting Pensioenfondsvoor Personeelsdiensten, as determined on the basis of that fund's Implementing Regulations.
7. The premium contribution payment obligation referred to in the preceding paragraph applies for each day on which the temporary agency worker, covered by the pension scheme referred to in paragraph 1 of this article, has worked in agency work.
8. The complete Basic Scheme has been laid down in the Basic Scheme rules and regulations of the Stichting Pensioenfondsvoor Personeelsdiensten<sup>\*2</sup>.

\*1 Insofar as accrued once the legibility requirements as meant in paragraph 1 of this article have been satisfied.

\*2 The regulations and further information on the Basic Scheme has been published on the pension fund's website (StiPP - Stichting Pensioenfonds voor Personeelsdiensten): [www.stippensioen.nl](http://www.stippensioen.nl).

## Plus Scheme

9. Temporary agency workers who:
  - are aged 21 or older (counting from the first of the month when they turn 21); and who
  - are working in phases B or C,
 are covered by the Plus Scheme subject to the following conditions.
10. Temporary agency workers who change employer after meeting the reference requirement of paragraph 9 of this article, but who continue to work within the scope of the Stichting Pensioenfonds voor Personeelsdiensten, need not fulfil the reference requirement once again but continue to participate, unless there has been an interruption of 26 weeks or longer between two agency work employment contracts.
11. The Stichting Pensioenfonds voor Personeelsdiensten is responsible for implementing the Plus Scheme.
12. The Plus Scheme is a defined contribution scheme with a retirement age of 65 and provides for the formation of a pension capital for purchasing a retirement pension and/or partner's pension. The premium contribution made available for forming the pension capital is expressed as a percentage of the pension basis according to the graduated rates shown below.

Age group	Pension contribution
20-24	5.50%
25-29	6.36%
30-34	7.44%
35-39	8.63%
40-44	10.03%
45-49	11.75%
50-54	13.70%
55-59	16.23%
60-64	19.36%

The pension basis is determined on an hourly basis by the gross hourly wage of the temporary agency worker, less the hourly franchise. For the purposes of this article, gross wage is defined as: the wage for the hours normally worked, the wage for irregular hours (i.e. the hours in different day and time zones), holidays\*1, special leave, short-term absenteeism and public holidays, the holiday allowance\*1 and the personal allowance as referred to in article 19, paragraph 4, under c. Gross wage does not mean: the wage for overtime hours, compensation hours, travelling time and grossed-up allowances.

13. In the event of incapacity for work in accordance with the provisions of the Work and Income

(Capacity for Work) Act, pension accrual in proportion to the applicable percentage of incapacity for work shall continue on a non-contributory basis in accordance with the level of the premium contribution deposit at the time incapacity for work commenced.

14. In the event of the employee's death during the employment, the pension scheme includes provisions for risk insurance for the partner's pension over the future period of service.
15. The Stichting Pensioenfonds voor Personeelsdiensten shall determine a flat-rate premium contribution on the grounds of the aforementioned fund's Implementing Regulations each year, which shall be charged to the private employment agency. Each private employment agency shall then be obliged to pay these premium contributions in accordance with the requirements stipulated for this in the Implementing Regulations.
16. The premium contribution payment obligation referred to in the preceding paragraph applies for each day on which the temporary agency worker, covered by the pension scheme referred to in paragraph 9 of this article, has worked in temporary employment.
17. The private employment agency is entitled to deduct a percentage of the pension premium contributions from the temporary agency worker's wage, if and as soon as the temporary agency worker is covered by the pension scheme. The size of the deduction shall not exceed one-third of the flat-rate premium contribution referred to in paragraph 15.
18. The complete Plus Scheme has been laid down in the Plus Scheme rules and regulations of the Stichting Pensioenfonds voor Personeelsdiensten\*<sup>2</sup>.

\*<sup>1</sup> *Insofar as accrued once the legibility requirements as meant in paragraph 9 of this article have been satisfied.*

\*<sup>2</sup> *The regulations and further information on the Plus Scheme has been published on the pension fund's website: [www.stippensioen.nl](http://www.stippensioen.nl).*

#### **Appendix IV Matrix Temporary agency workers with a foreign employment contract (Waga)**

The matrix below shows which provisions of the Collective Labour Agreement apply, either in full or after amendment, to the employees referred to in article 46 of the Collective Labour Agreement.

General	Article 1	Definitions
	Article 39	Holiday workers
	Article 44	Temporary agency workers not permanently resident in the Netherlands
	Article 45	Additional provisions for temporary agency workers not permanently resident in the Netherlands
	Appendix IV	Matrix Temporary agency workers with a foreign employment contract (Waga)
	Appendix VII	Housing Standards
Maximum working times and minimum rest	Article 11	Time registration form

times	Article 34	Work and rest times
	Article 37	Short-term absenteeism and special leave
Minimum number of holidays	Article 35	Holidays
	Article 36	Holiday allowance
	Article 38	Generally recognised public holidays
Minimum wage	Article 18	Job classification
	Article 19	Remuneration
	Article 20	Skilled workers
	Article 21	Temporary agency workers working in the construction industry
	Article 22	Salary
	Article 23	Wage increase
	Article 24	Period-linked salary amounts
	Article 25	Bonus irregular working hours
	Article 26	Overtime bonus
	Article 27	Compensation hours
	Article 28	Work-related expenses and allowances
	Appendix I	Job classification
	Appendix II	Additional provisions remuneration
Conditions for the provision of workers	Article 6	Conditions of deployment
Health, safety and hygiene at work	Article 9	Relationship temporary agency worker/user company/private employment agency
	Article 32	Private employment agency's obligations concerning health and safety
Equal treatment of men and women	Article 9	paragraph 4 Equal treatment

Article	Applicable sections
Article 1 Definitions	In full, with the exception of 'see Section 7:691 Netherlands Civil Code' under r. and 'as meant in 7:690 Netherlands Civil Code' under u. and k. as follows: 'a written statement of the wage'.
Article 6 Conditions of deployment	<ul style="list-style-type: none"> <li>■ Paragraph 1 as follows: 'The private employment agency provides the temporary agency worker with the text of the Collective Labour Agreement provisions in this appendix.'</li> <li>■ Paragraph 2 with text amended as follows: 'The private employment agency and the</li> </ul>

	<p>temporary agency worker make agreements set forth in writing, regarding the job, working hours and payment, taking into account the Collective Labour Agreement provisions and appendices summarised in this appendix (if the hirer's remuneration referred to in article 19 paragraph 5 of the Collective Labour Agreement applies, then the agreements described in this paragraph will be concluded taking the arrangements that apply in the hirer's organisation into account)'.  <ul style="list-style-type: none"> <li>■ Paragraph 3 Divergences from the summarised provisions and appendices of the <i>Collective Labour Agreement for Temporary Agency Workers</i> are only permissible if they benefit the temporary employee and provided the divergence is agreed on in writing between the private employment agency and temporary agency worker.</li> </ul> </p>
Article 9 Relationship between temporary employee/user company/private employment agency	<ul style="list-style-type: none"> <li>■ Paragraph 3</li> <li>■ Paragraph 4</li> </ul>
Article 11 Time sheet	In full
Article 18 Job classification	In full
Article 19 Remuneration	<ul style="list-style-type: none"> <li>■ Paragraph 1</li> <li>■ Paragraph 5, under a. and b. the reference to paragraphs 2, 3 and 4 lapses</li> </ul>
Article 20 Skilled workers	<ul style="list-style-type: none"> <li>■ Paragraph 1</li> <li>■ Paragraph 2</li> </ul>
Article 21 Temporary agency workers working in the construction industry	In full
Article 22 Salary	In full with exception of end salary and standard period-linked salary in paragraphs 1 and 2
Article 23 Wage increase	In full
Article 24 Period-linked salary amounts	In full
Article 25 Bonuses irregular working hours	<ul style="list-style-type: none"> <li>■ Paragraph 1 only table minimum bonus factors</li> <li>■ Paragraph 2</li> <li>■ Paragraph 3</li> </ul>
Article 26 Overtime bonus	In full with the exception of the last sentence in paragraph 1
Article 27 Compensation hours	In full
Article 28 Work-related expenses and allowances	In full

Article 32 Private employment agency's obligations concerning health and safety	In full
Article 34 Work and rest times	In full
Article 35 Holidays	<ul style="list-style-type: none"> <li>■ Paragraph 1</li> <li>■ Temporary agency workers are entitled to continued payment of the actual wage during their holidays, insofar as the right to holidays has been accumulated pursuant to paragraph 1, of this article. Temporary agency workers who are still entitled to holidays when the agency work employment contract expires shall be entitled to a financial payment for those holiday entitlements.</li> <li>■ Paragraph 5</li> </ul>
Article 36 Holiday allowance	In full
Article 37 Short-term absenteeism and special leave	<ul style="list-style-type: none"> <li>■ Paragraph 1 with addition of: "The temporary agency worker shall be entitled to continued payment of the actual wage in these cases."</li> </ul>
Article 38 Generally recognised public holidays	<ul style="list-style-type: none"> <li>■ Paragraph 1</li> <li>■ Paragraph 2 as follows: "The temporary agency worker shall be entitled to continued payment of the actual wage on public holidays on which the temporary agency worker has not worked on account of that public holiday."</li> </ul>
Article 39 Holiday workers	<ul style="list-style-type: none"> <li>■ Paragraph 1</li> <li>■ Paragraph 2 as follows: "The provisions of this appendix likewise apply to holiday workers, however, on the understanding that, contrary to article 35, paragraph 1 of the Collective Labour Agreement, they shall be entitled to 13 1/3 hours' holiday for each full working month they have worked or a proportional part thereof in the case of not having worked a full working month."</li> </ul>
Article 44 Temporary agency workers not permanently resident in the Netherlands	<ul style="list-style-type: none"> <li>■ Paragraph 1</li> <li>■ Paragraph 4</li> <li>■ Paragraph 5</li> <li>■ Paragraph 7</li> <li>■ Paragraph 8</li> </ul>
Article 45 Additional rules for temporary agency workers not permanently resident in the Netherlands	In full

Article 46 Temporary agency workers with a foreign employment contract (Waga)	In full
Article 53 Observance	In full
<b>Appendix I</b> Job classification	In full Foreign diplomas recognised at EC level comparable to the diplomas referred to in the Collective Labour Agreement will be recognised. Contact the IDW – Evaluation of Foreign Credentials division of UWV WERKbedrijf tel. +31 (0)79 - 321 79 30.
<b>Appendix II</b> Additional provisions remuneration	In full with the exception of article 2. Article 2 as follows: 'For any wage payment the temporary agency worker will be provided with a written or electronic specification of the gross wage amount, as well as the amount of the gross hourly wage, the number of hours worked and the bonuses paid on the hourly wage specified as to bonus type and hours.'
<b>Appendix VII</b> Housing standards	in full

#### **Appendix V Personal Education Budget (P.E.B.) from 1 January 2008**

1. The accumulation of the Personal Education Budget (P.E.B.) ends as of 1 January 2008. Temporary agency workers working in phase B who accumulated a personal education budget (P.E.B.) before 1 January 2008, retain the right to the P.E.B..
2. The P.E.B. was accumulated as follows before 1 January 2008: the accumulation of the P.E.B., comprising one percent of the actual wage, commenced in phase A, once the temporary agency worker had performed work during 26 weeks. The temporary agency worker had no individual right to use the P.E.B. in phase A. From the time that the temporary agency worker started working in phase B, the accumulation of the P.E.B. continued at one percent of the actual wage.
3. The 1.02 percent group training expenditure obligation referred to in article 43, paragraph 3, also includes all benefits and the costs spent on training within the scope of a P.E.B..
4. In consultation with the private employment agency, a temporary agency worker working in phase B on 1 January 2008 shall use the balance accumulated until 1 January 2008 for educational purposes. All direct training costs referred to in paragraph 2 of this article that are incurred on the temporary agency worker's behalf, including in phase A, by both the temporary agency worker and the private employment agency, shall be settled against the P.E.B. balance or the collective sum of 1.02 percent. Indirect training costs shall be settled against the collective sum of 1.02 percent.
5. Insofar as a temporary agency worker has received no training in phase B, the remaining P.E.B. balance shall be paid out automatically six weeks after the end of the employment, unless:

- a. phase B is immediately followed by an employment contract with the hiring company or phase C commences at the private employment agency where the temporary agency worker works;
  - b. the temporary agency worker was offered training but refused to accept it;
  - c. the temporary agency worker gave an urgent reason for terminating the agency work employment contract. If the private employment agency so desires and the temporary agency worker agrees, the payment of the remaining P.E.B. balance described above in paragraph 5 may also be in the form of a training voucher.
6. Temporary agency workers who have a secondment agreement in phase B and have accumulated a P.E.B. in phase B before 1 January 2008, are entitled to training, if and insofar as their P.E.B. is sufficient to finance the training concerned.
  7. The private employment agency is entitled to require a contribution towards the training costs from the temporary agency worker, if and insofar as the P.E.B. is insufficient to finance the training. This contribution shall never exceed 50% of the amount in excess of the P.E.B.. The contribution may consist of a lump-sum contribution and/or a periodic contribution. The latter may consist of a deduction per hour during the period of the agency work employment contract.
  8. If the private employment agency pays more in training costs than the amount of the P.E.B., the private employment agency may require the temporary agency worker to pay back all or some of the extra amount, if the temporary agency worker fails to complete the study programme, fails to complete it successfully, or if the agency work employment contract is terminated prematurely on the initiative or through the action of the temporary agency worker. In that case, the private employment agency shall work out reasonable repayment arrangements with the temporary agency worker. This contribution shall never exceed the contribution of the private employment agency in excess of the P.E.B.. The private employment agency shall also be authorised to set-off the excess amount in a final settlement.

## **Appendix VI Overview committees *Collective Labour Agreement for Temporary Agency Workers***

### *Disputes Committee*

Pursuant to article 48 of the Collective Labour Agreement, the Disputes Committee handles disputes presented by temporary agency workers and private employment agencies on the interpretation/application of the *Collective Labour Agreement for Temporary Agency Workers*.

The Disputes Committee for the Temporary Agency Work Sector can be contacted by post at PO Box 144, 1170 AC Badhoevedorp and by e-mail at geschillen@abu.nl.

### *Job Classification Committee*

Pursuant to article 49 of the Collective Labour Agreement, the Job Classification Committee handles objections from temporary agency workers concerning classification of a job.

The Job Classification Committee can be contacted by post at PO Box 144, 1170 AC Badhoevedorp and by e-mail at functieclassificatie@abu.nl.

### *Remuneration Committee*

The Remuneration Committee:

- pursuant to article 20 of the Collective Labour Agreement handles skilled workers notifications from parties to another Collective Labour Agreement;
- pursuant to article 7 of Appendix II of the Collective Labour Agreement handles dispensation requests from parties to the *Collective Labour Agreement for Temporary Agency Workers* concerning the standards table.

The Remuneration Committee can be reached by post at PO Box 144, 1170 AC Badhoevedorp.

### *Dispensation Committee*

The Dispensation Committee:

- pursuant to article 4 of the Collective Labour Agreement handles dispensation requests from the *Collective Labour Agreement for Temporary Agency Workers* filed by parties to another Collective Labour Agreement;
- pursuant to articles 25 and 26 of the Collective Labour Agreement handles dispensation requests from private employment agencies concerning application of the regulation concerning irregular working hours and overtime bonus.

The Dispensation Committee can be reached by post at PO Box 144, 1170 AC Badhoevedorp.

## **Appendix VII Housing standards**

### **1. Housing General**

- 1.1 Current overview of housing locations and persons per location is available.
- 1.2 Inspection of permitted housing (types of accommodation):
  - a. normal houses;
  - b. hotel/guest houses;
  - c. housing units in a complex of buildings;
  - d. chalets/units;
  - e. housing in a recreational area.
- 1.3 Maximum capacity + actual occupancy of persons per location per inspection date.
- 1.4 At least 10 m<sup>2</sup> per person  
*measuring method is l x w : persons = m<sup>2</sup>*
  - additional living space in the immediately accessible environs of the housing space is counted in;
  - additional living space that is not in the immediately accessible environs of the housing space is not counted in.
- 1.5 Available space per sleeping area per person must accommodate at least one single bed, one wardrobe and a chair.

### **2. Sanitary/heating/safety/hygiene facilities**

- 2.1 Sanitary facilities:
  - toilet(s) (at least one toilet per eight people);

- shower(s) (at least one shower per eight people).
- 2.2 Safety and hygiene as assessed by the auditor.
- 2.3 Heating: if gas heaters are used, a CO alarm must be installed + proof of annual inspection of central heating, gas heater or geyser.

### 3. Other facilities

- 3.1 Refrigerator(s), 30 litres of refrigeration space per person + use of freezer.
- 3.2 Cook tops, at least four burners, if more than eight persons then one burner per two persons, if more than 30 persons, at least 16 burners, possibly supplemented with oven and microwave.

### 4. Fire safety 1

Where required, inspection report from the fire brigade in accordance with the law (for hotel/guest houses and housing units in a complex of buildings).

### 5. Fire safety 2 (Minimum requirements for housing units for which no permit is required)

- 5.1 Fire extinguisher
  - the durability / validity can be monitored;
  - type of fire extinguisher six litre;
  - instructions for use on fire extinguisher;
  - fire extinguisher within five metres of cooking area.
- 5.2 Fire blanket (near cooking facilities).
- 5.3 Functioning smoke and CO alarms installed at prescribed location.

#### *Addition of Fire Safety 4 and 5*

Fire safety guarantees that are extended by the fire brigade or by specialised private parties and which are at least comparable to the set of standards are also permitted. The presence of a recent inspection report is mandatory in that case.

### 6. Other requirements

- 6.1 Information card in the national language must at least contain the following telephone numbers:
  - private assistance;
  - regional police;
  - fire brigade;
  - 112 (in life-threatening situations);
  - brief ground rules for the housing facility given in the national language.
- 6.2 Information card must be displayed centrally at the housing facility.
- 6.3 If more than two bedroom doors are locked during a housing inspection, a re-inspection will take place.

## Appendix VIII Adjustment of the standard table

If in accordance with article 23 an adjustment of the standard table is agreed, it will be applied as follows:

1. The standard table of the *Collective Labour Agreement for Temporary Agency Workers* will be increased by the agreed percentage.
2. The actual gross hourly wages of the temporary agency workers will be increased by the agreed percentage as from the agreed date onwards. This increase relates to all temporary agency workers who on the said date have a current agency work employment contract with their private employment agency, with the exception of:
  - a. the temporary agency workers with regard to whom the hirer's remuneration pursuant to article 19 paragraph 5 of the *Collective Labour Agreement for Temporary Agency Workers 2009-2014* is applied on the said date;
  - b. the temporary agency workers who on the said date enjoy a gross wage in accordance with the recruitment table of wages of the *Collective Labour Agreement for Temporary Agency Workers 2009-2014*.

## Protocols

### Protocol A Training

The Collective Labour Agreement parties have agreed with the taking effect of the new Collective Labour Agreement to make new training endeavours. With this training arrangement, the Collective Labour Agreement parties are attempting to offer an incentive for company wide and sector wide training activities. In the next few years parties wish to focus on:

- reducing the deficit of qualified employees on the employment market;
- converting relevant agency work experience into qualifying courses and recognised diplomas;
- growth of learning and working in the agency work sector via intermediary employment practices;
- more people with starting qualifications (Web-2-level) getting work;
- combating illiteracy and semi-literacy in employees;
- sector wide training and cooperation between STOOFF and other O&O (education and development) funds.

To make this concrete, parties agree here inter alia to want to put out 5000 BBL (professional guided training) working and learning processes and 2500 experience certificates, in particular targeted at younger and older employees without a starting qualification, in a period of two years. The 2500 experience certificates will be funded by STOOFF. In this respect the tax allowances in combination with allowances via STOOFF will be drawn attention to. Temporary agency workers who cannot be considered for periodic acknowledgement of skills by their private employment agency can appeal to STOOFF for an acknowledgement of skills, for example via the skills scan which has already been developed and is available. Companies can also use this skills scan free of charge.

In view of the recommendation by the Stichting van de Arbeid (labour foundation), parties agree with regard to the use of O&O funds (July 2008) to explicitly endeavour by way of STOOF activities to effectuate the collaboration with other O&O funds and municipalities in order to make communal investments and a financially sound approach including lost time costs in the training of flex workers possible.

Parties wish to arrive at a training monitor for the temporary agency work sector. This monitor will be used to investigate the training activities of private employment agencies every two years. STOOF will be asked to develop and implement this monitor.

To enable private employment agencies in the implementation and justification of the training expenditure obligation, the Collective Labour Agreement parties request STOOF to develop model training plans. These model training plans should be made available to the private employment agencies.

Parties agree that temporary agency workers and private employment agencies should be able to approach a national training desk for the temporary agency work sector for their training wishes and training activities. This applies for example for temporary agency workers who cannot be served adequately by the private employment agency (e.g. for introductory stages), or for SME companies who are unable to adequately develop their training activities themselves. Parties request STOOF to investigate the options for a national desk for training and experience certificates.

#### **Protocol B Collective Redundancy (Notification) Act (protocol for article 31 of the Collective Labour Agreement)**

The parties to the *Collective Labour Agreement for Temporary Agency Workers*, whereas:

- article 31 of the Collective Labour Agreement stipulates that for the duration of an agency work employment contract for a definite or indefinite period, the private employment agency is obliged to offer suitable substitute employment in the event of the cessation of the contract for the hiring of professional services;
- article 31 further stipulates that for the aforementioned redeployment the private employment agency must take into account a period of at least one month, which may ultimately increase to three months, depending on the length of service of the agency work concerned;
- the private employment agency shall only be entitled to request a dismissal permit, if it has become apparent after this period that the redeployment of the person concerned is impossible;
- the parties would like to prevent the aforementioned waiting period from being combined with the waiting period of one month referred to in Section 6, subsection 1 of the Collective Redundancy (Notification) Act (WMCO).

The parties note that from 1 January 1999 the Collective Redundancy (Notification) Act shall be replaced by article 6a., which reads:

*'If the notification is supported by a statement from the employees' organisations with an interest in this*

*matter that they have been consulted and that they agree, requests shall be accepted for processing immediately.'*

The parties establish that the obligation of the legal affairs department of UWV WERKbedrijf, to take into account the period referred to in Section 6, subsection 1, of the Collective Redundancy (Notification) Act shall be at issue, if an employer intends to terminate, on one or more dates within a period of three months, the employment of at least twenty employees in a working area. The working areas of UWV WERKbedrijf generally cover a province. A private employment agency usually has more than one branch in a province. Branches are generally financially and economically independent units of the private employment agency.

The size of UWV WERKbedrijf working area on the one hand and the organisation of private employment agencies on the other means that a situation could occur in which dismissal permits requested by branches within the three-month period referred to in Section 6, subsection 1, of the Collective Redundancy (Notification) Act result in the mass redundancy referred to in the Collective Redundancy (Notification) Act, without the relationship in the proposed dismissals existing that the Act assumes. The figure of twenty could occur because branches request permits in a case in which no structural reduction in the number of contracts for professional services in a hirer's organisation has taken place. On reaching the figure of twenty, UWV WERKbedrijf legal affairs department shall put aside any dismissal permit requests that are still pending for a period of one month.

In the aforementioned case, the private employment agency would have to take into account the waiting period of one month referred to in Section 6, subsection 1, of the Collective Redundancy (Notification) Act, in addition to the redeployment period referred to in article 31 of the Collective Labour Agreement.

The parties to the Collective Labour Agreement believe that this double waiting period would not be advisable in such a case. In such a case, they agree that the employees' organisations will, in principle, immediately issue a statement of consultation, as referred to in Section 6a. of the Collective Redundancy (Notification) Act. This does not affect the fact that, in situations in which employees' organisations believe that the private employment agency is attempting to circumvent the principle of the Collective Redundancy (Notification) Act, a statement of this kind will not be automatically provided and that they will enter into discussions with the private employment agency with a view to being consulted about the mass redundancy.

The parties also believe it is advisable for the parties to be able to calculate in advance what the approximate wage costs will be of mass redundancy. To this end, they agree on the following.

- In the event of a user company, i.e. an employer, as referred to in Section 1 of the Collective Redundancy (Notification) Act, terminating the contract(s) for professional services for a group of more than twenty temporary agency workers all at once, the private employment agency shall report the fact to the employees' organisations concerned with this Collective Labour Agreement, at a time that would enable consultation to still have an effect on the decisions that have to be taken.

- If it emerges that the private employment agency is not able to redeploy all the temporary agency workers affected and a group of twenty or more temporary agency workers in phase C remain, the employees' organisations shall, in principle, issue the statement referred to in Section 6a. of the Collective Redundancy (Notification) Act so that the private employment agency need not take the waiting period referred to in Section 6, subsection 1, of the Collective Redundancy (Notification) Act into account. In that case, the private employment agency shall owe the employees concerned an allowance in accordance with what is known as the sub-district court formula (in which the correction factor C is one), from which shall be deducted the wage costs for the period from the date of the notification to the commencement date of redundancy in which the temporary agency worker affected has not worked and nevertheless received a wage payment. The basis for calculating the allowance in accordance with the sub-district court formula is the actual wage that the temporary agency worker has received in the thirteen weeks prior to the end of the most recently terminated placement, plus the structural allowances for irregular hours, shifted working hours and the shift bonus.

This does not affect the fact that the employees' organisations and private employment agencies may negotiate about a different allowance if they believe grounds exist for doing so. In that case, they shall issue a statement afterwards pursuant to Section 6a. of the Collective Redundancy (Notification) Act.

In a case of mass redundancy as referred to here, the private employment agency shall not be obliged to take into account the waiting period referred to in article 31, paragraph 7 of the Collective Labour Agreement, provided the agency has made the attempts at redeployment referred to in article 31, paragraph 2 of the Collective Labour Agreement.

If and insofar as there is a case of mass redundancy as referred to here, the private employment agency, in consultation with the employees' organisations, may agree, in an agreement announced as a Collective Labour Agreement, to depart from the provisions of article 15, paragraph 4 of the Collective Labour Agreement, subsections 2 and 4 of Section 7:672 of the Netherlands Civil Code, or the provisions on the term of notice laid down in the individual employment contract.

Moreover, in the aforementioned agreement, the private employment agency may agree to depart from the provisions on the legal status and periods of interruption stipulated in articles 13 and 17 of the Collective Labour Agreement and in Sections 7:691 and 7:668a of the Netherlands Civil Code (insofar as this constitutes a so-called statutory provision that can only be contracted out of in a Collective Labour Agreement). This applies to employees whose employment contract was terminated within the scope of the aforementioned mass redundancy and who subsequently started working for the same employer again.

## Protocol C **Holiday arrangements**

The parties to the *Collective Labour Agreement for Temporary Agency Workers*, considering that the new holiday legislation makes it possible to use holidays in excess of the statutory entitlement for purposes other than days off, agree as follows.

- To arrange a study of the possibilities of purchasing holidays as well as of alternative sources and possible use of holidays.
- The aforementioned study shall also include an investigation of the possibility of the tax-favourable payment of the trade union membership fee.
- An investigation of the possibilities of purchasing holidays, as well as of alternative sources and possible uses of holidays.

**Transpositioning table *Collective Labour Agreement for Temporary Agency Workers 2009-2014*, version March 2009 (new) with *Collective Labour Agreement for Temporary Agency Workers 2004-2009*, version February 2008 (old)**

<b>New Collective Labour Agreement articles</b>	<b>Designation new Collective Labour Agreement articles</b>	<b>Old Collective Labour Agreement articles</b>
<b>Chapter 1 Definitions, scope, nature of the Collective Labour Agreement</b>		
1	Definitions	1
2	Scope	2
3	Duration	42
4	Dispensation	41
<b>Chapter 2 General obligations of the employer and employee</b>		
5	Registration	4
6	Conditions of deployment	5
7	Disclosure of previous employment on offer of agency work	6
8	Statement of accumulated rights	16
9, paragraphs 1-3	Relationship between temporary agency worker/ user company/ private employment agency	17 paragraphs 1-3
9 paragraph 4	Equal treatment	3 paragraph 1
10	Rules of conduct and sanctions	18
11	Time registration form	19
<b>Chapter 3 Legal Status</b>		
12	Commencement and nature of the agency work employment contract	7
13	Deployment phases	8
14	Termination of agency work employment contract with agency clause	10
15	Termination of the secondment agreement	11
16	Trial periods	12
17, paragraphs 1-4, 6	Successive employership, legal status and remuneration	14
17 paragraph 5		Appendix I part B, 9
<b>Chapter 4 Job classification and remuneration</b>		
18	Job classification	21
19	Remuneration	22
19 paragraph 5 c		15

20	Skilled workers	23
21	Temporary agency workers working in the construction industry	23A
22	Salary	Appendix I part B, 4a-g
23	Wage rise	Appendix I part B, 7
24	Period-linked salary amounts	Appendix I part B, 3
25	Bonus for irregular working hours	1 g and Appendix I part B, 5a-c, 8
26	Overtime bonus	1 g and Appendix I part B, 6a-d, 8
27	Compensation hours	Appendix I part B, 6e
28	Work-related expenses and allowances	33
29	Salary savings scheme	24
30	Exclusion of the continued payment of wages obligation	9
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## Chapter 12 Other/final

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*for Temporary Agency Workers*

**Protocols**

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Protocol C	Holiday arrangements	Protocol H

*The following articles of the Collective Labour Agreement for Temporary Agency Workers 2004-2009 have lapsed: article 3 paragraphs 2 and 3, article 26 and Protocols A, C up to and including G, J, K, N, O.*

**Transpositioning table *Collective Labour Agreement for Temporary Agency Workers 2004-2009*, version February 2008 (old) with *Collective Labour Agreement for Temporary Agency Workers 2009-2014*, version March 2009 (new)**

<b>Old Collective Labour Agreement articles</b>	<b>Designation old Collective Labour Agreement articles</b>	<b>New Collective Labour Agreement articles</b>
1	Definitions	1
2	Scope	2
3 paragraph 1	Equal treatment	9 paragraph 4
3 paragraphs		
2-3	<i>Lapsed</i>	
4	Registration	5
5	Conditions of deployment	6
6	Disclosure of previous employment on offer of temporary work	7
7	Commencement and nature of the temporary employment contract	12
8	Deployment phases	13
9	Exclusion of the continued payment of wages obligation	30
10	Termination of temporary employment contract with temporary employment clause	14
11	Termination of temporary employment contract for fixed period and indefinite period	15
12	Trial periods	16
13	Temporary employment ceasing to exist	31
14	Successive employership	17, paragraphs 1-4, 6
15	Misuse of entitlement	19 paragraph 5 c
16	Statement of accumulated rights	8
17, paragraphs 1-3	Relationship between temporary employee/client/ temporary employment agency	9, paragraphs 1-3
17 paragraph 4	Information about required (professional) qualifications	32
18	Rules of conduct and sanctions	10
19	Time registration	11
20	Work and rest times	34
21	Job classification	18
22	Remuneration	19
23	Skilled workers	20
23A	Temporary employees working in the construction industry	21
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26	<i>Lapsed</i>	
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31	Payment of reserves	40
32	Sickness and accidents	33
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Appendix I part B, 8	Further provisions bonus irregular working hours overtime bonus	Processed in articles 25 and 26
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### **Protocols**

<i>Protocols A, C-G, M-O</i>	<i>Lapsed</i>	
Protocol B	Collective Redundancy (Notification) Act (protocol for article 31)	Protocol B
Protocol H	Holiday arrangements	Protocol C
Protocol L	Trade union contribution	50 paragraph 3
	Training	Protocol A



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**ABU**