



# Collective Employment Agreement for Temporary Employees

2004 - 2009

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## Collective Employment Agreement for Temporary Employees

The undersigned, namely:

1. Algemene Bond Uitzendondernemingen (ABU), based in Amsterdam, as the party on the one side,
2. a. FNV Bondgenoten (FNV), based in Amsterdam,  
b. Dienstenbond CNV (CNV), based in Hoofddorp, Haarlemmermeer,  
c. De Unie, based in Houten,  
each as party on the other side,

Considering that:

- 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 labour-law relationship between the temporary employment agency and temporary worker;
- parties in the temporary employment sector agreed on a covenant in April 1996, in which agreements were concluded on the legal status, pension and training of temporary employees. The covenant should be seen in combination with that part of the advisory report of the Industrial Labour Council that is concerned with the future labour-law relationship between the temporary worker and temporary employment agency;
- parties agreed in the covenant to make a joint evaluation before the expiry of the Collective Employment Agreement for Temporary Employees 1999-2003, in terms of the operation of the agreements on flexibility and security, with a view to examining whether a new multi-year Collective Employment Agreement with similar arrangements could be concluded and, if it could, the amendments that would be required;
- parties to the Collective Employment Agreement for Temporary Employees 1999-2003 decided to amend the part concerned with legal status and the remuneration scheme of the Collective Employment Agreement in question as of 29 March 2004.

Agree\*:

on the Collective Employment Agreement for temporary employees, consisting of articles 1 to 47, as set out below, followed by appendices I to VII, followed by protocols A to O, all of which form part of that Collective Employment Agreement.

\* *If the present Collective Employment Agreement involves a departure on the grounds of a so-called 'driekwart dwingend recht' (law which is "three-quarters mandatory", meaning that departures are only possible insofar as laid down in a Collective Employment Agreement), this is generally indicated by an asterisk, followed by the relevant section of the law.*

#### Article 1 Definitions

The following definitions apply in this Collective Employment Agreement:

- a. **temporary employment contract:** the employment contract, 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;
- b. **temporary employment agency:** the natural or legal person that places temporary workers at the disposal of (deploys with) clients, i.e. the employer as referred to under a, for the purposes of part 7:10 of the Netherlands Civil Code;
- c. **temporary worker:** the natural person who concludes a temporary employment contract with the temporary employment agency, i.e. the employee as referred to under a, for the purposes of part 7:10 of the Netherlands Civil Code;
- d. **temporary employment:** the employment referred to under a;
- e. **contract for professional services:** the agreement between the client and the temporary employment agency, which entails placing a temporary worker at the client's disposal;
- f. **placement:** the temporary worker's employment with the client;
- g. **client:** the third party, as referred to under a;
- h. **hirer:** see client;
- i. **prospective temporary worker:** the natural person registered by the temporary employment agency as possibly available for temporary employment;
- j. **registration:** the pre-contractual stage, which may precede the temporary employment contract, in which the temporary worker informs the temporary employment agency that he/she is possibly available for temporary employment and in which the temporary employment agency informs the prospective temporary worker that it will designate him/her as a possible candidate for future placement;
- k. **trade unions:** the trade unions named in the introduction to this agreement as parties on the other side;
- l. **Collective Employment Agreement for Temporary Employees:** the present Collective Employment Agreement;
- m. **temporary employment clause:** the condition in the temporary employment contract that stipulates that the temporary employment contract will end by operation of law in the event of the temporary employment agency's placement of the temporary worker with the client ending at the client's request (see article 7:691, subsection 2, of the Netherlands Civil Code). If the said clause is included in the temporary employment contract, the temporary worker may terminate the agreement with immediate effect;
- n. **actual wage:** the actual gross amount, excluding holiday allowance, bonuses, allowances, overtime, compensation hours, etc., allocated on the basis of time, taking into account this Collective Employment Agreement;

- o. **week:** the week begins on Monday at 0:00 and ends on Sunday at 24:00;
- p. **length of stay:** the entire period that a temporary worker works for a hirer, commencing on the first day of the work for the hirer concerned, regardless of the nature of the work and the contract for professional services;
- q. **worked week:** each week in which temporary employment actually takes place;
- r. **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 32, subsection 6, of this Collective Employment Agreement, in the cases stated in that article subsection.
- s. **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 worker. The hirer's remuneration comprises:
  - 1. only the applicable period wage in the scale;
  - 2. the applicable working hours reduction per week/month/year/period. Compensation for this may be paid in time and/or money, as the temporary 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 hirer's organisation;
  - 5. allowance (insofar as the temporary 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.
- t. compensation hours: time off or partial hours that are not holiday hours awarded pursuant to 6e, Appendix I, part B, Remuneration scheme for Temporary Employees. 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.

#### Article 2 **Scope**

- 1. This Collective Employment Agreement applies to temporary employment contracts between temporary workers and a temporary employment agency, if and insofar as the sum of the temporary employment wage and salary bill is at least 50 percent of that temporary employment agency's total annual wage and salary bill on which social security contributions are due, excluding dispensation on the grounds of article 41 of this Collective Employment Agreement.
- 2. This Collective Employment Agreement does not apply to temporary employment agencies covered by the scope described in another sector's Collective Employment Agreement, unless the temporary employment agency concerned meets the cumulative requirements stipulated in subsection 3.

3. Notwithstanding the provisions of subsection 2, this Collective Employment Agreement shall continue to apply to temporary employment agencies that meet the following cumulative requirements:
  - a. the business activities of the temporary employment agency consist entirely of placing workers, as referred to in article 7:690 of the Netherlands Civil Code, and
  - b. workers (temporary workers) of that employer representing 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 Employment Agreement concerned, are involved in work carried out in some branch of business other than that described in the scope of that other Collective Employment Agreement, and
  - c. the employer deploys workers representing at least fifteen percent of the total annual wage and salary bill on which social security contributions are due, on the basis of temporary employment contracts containing the temporary employment clause referred to in article 7:691, subsection 2, of the Netherlands Civil Code, as further defined in article 1, subsections 1 and 2, and in article 2 of the temporary employment businesses grading decree (Besluit Indeling Uitzendbedrijven) of the National Institute for Social Insurance (Landelijk instituut sociale verzekeringen (Lisv)), of 6 October 1999, published in the Government Gazette, number 49, of 9 March 2000. From the date of the decree coming into force, the temporary employment agency shall be deemed to have fulfilled this criterion, if and insofar as that fulfilment has been determined by the implementing body or by Lisv, and
  - d. the temporary employment agency is not part of a group that is linked directly or through a general binding statement to the other Collective Employment Agreement in question, and
  - e. the temporary employment agency is not a jointly agreed labour pool.

#### Article 3 **Equality of rights**

1. On the basis of the constitutional principle that everyone in the Netherlands shall be treated similarly in similar circumstances, temporary employment agencies reject discrimination on the grounds of religion, philosophy of life, political persuasion, race, gender, nationality, heterosexual or homosexual tendencies, marital status, disability, chronic illness or age.
2. When recruiting and selecting as well as when concluding a temporary employment contract with the temporary worker, temporary employment agencies shall only be led, on the one hand, by the job requirements that can reasonably be set and, on the other hand, they shall take into account the interests of the workers concerned.
3. Taking into account the provision imposed by or pursuant to the Personal Data Protection Act, and insofar as other statutory regulations permit or, as the case may be, compel, the temporary employment agency shall be permitted to record the details referred to in subsection one of this article, when registering the prospective temporary worker.

#### Article 4 **Registration**

1. The temporary employment agency registers natural persons as prospective temporary workers.
2. By registering, prospective temporary workers indicate to the temporary employment agency that they are available for temporary employment and the temporary employment agency indicates to the prospective temporary workers that it considers them to be possible candidates for future placements.
3. Registration does not oblige the temporary employment agency to offer temporary employment. Registration does not oblige prospective temporary workers to accept any offer of temporary employment.
4. Job seekers provide information about their employment history upon registering\*.
5. Upon termination of a temporary employment contract, temporary workers continue to be registered with the temporary employment agency; however registration shall end if terminated by a temporary worker or prospective temporary worker.

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

#### Article 5 **Conditions of deployment**

1. Before signing the temporary employment contract, the temporary employment agency gives the temporary worker a copy of the Collective Employment Agreement for Temporary Employees.
2. Upon concluding the temporary employment contract, the temporary employment agency and the temporary worker enter into written agreements about the job, working hours and payment, taking into account the Collective Employment Agreement for Temporary Employees and the appendices\*.
3. Departures from the Collective Employment Agreement for Temporary Employees and the appendices are only permissible, if they benefit the temporary worker and provided the departure is agreed on in writing upon concluding the temporary employment contract between the temporary employment agency and temporary worker.

\* *If the hirer's remuneration referred to in article 22, subsection 5, applies, the agreements described in this subsection shall be concluded taking into account the arrangements that apply in the hirer's organisation.*

#### Article 6 **Disclosure of Previous Employment on Offer of Temporary Work**

1. Every offer the temporary employment agency makes to the temporary worker concerning temporary employment shall be made subject to the condition set out in subsection 3.
2. If requested by the temporary employment agency, prospective temporary workers shall be obliged to provide the temporary employment agency with information on

their employment history, before starting the temporary employment that is being offered.

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

#### Article 7 **Commencement and nature of the temporary employment contract**

1. Commencement of the temporary employment contract  
Unless agreed otherwise in the temporary employment contract, the temporary employment contract shall be deemed to have been concluded on the date on which the temporary worker actually commences the agreed work.
2. Nature of the temporary employment contract  
Three forms of temporary employment contract may be concluded:
  - a. the temporary employment contract 'with the temporary employment clause';  
A temporary employment contract with the temporary employment clause may be concluded for the duration of the placement, whereby it is stipulated that the temporary employment contract may end by operation of law in the event of the temporary employment agency's placement of the temporary worker with the client ending at the client's request (see article 7:691, subsection 2, of the Netherlands Civil Code). If the temporary employment clause is included in the temporary employment contract, the temporary worker may terminate the agreement with immediate effect.
  - b. the temporary employment contract for a definite period;  
A temporary employment contract for a definite period may be concluded for a definite period and/or a specifiable period and/or a particular project, and ends by operation of law, without any notice being required, upon the expiry of the agreed or specifiable period or the particular project, unless determined otherwise in article 8.
  - c. the temporary employment contract for an indefinite period.

#### Article 8 **Deployment phases**

1. *Phase A*
  - a. Temporary workers work in phase A for as long as they have not worked more than 78 weeks for the same temporary employment agency.

- b. Phase A lasts 78 worked weeks\*<sup>1</sup>. Temporary workers do not work in phase B (see below, subsection 2 of this article) if they have not worked more than 78 weeks for the same temporary employment agency.
- c. In phase A, temporary workers always work on the basis of a temporary employment contract with the temporary employment clause, unless a temporary employment contract is expressly concluded for a definite or indefinite period.
- 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 temporary employment contracts. If there is an interruption of 26 weeks or more, counting restarts from the beginning.
- e. Contrary to the provisions of letters a, b and d of this subsection, temporary employees aged 65 and older work in phase A for as long as they have not worked more than 130 weeks for the same temporary employment agency.

\*<sup>1</sup> *Contrary to the provisions of article 7:691, subsection 1, of the Netherlands Civil Code.*

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

## 2. Phase B

- a. Temporary workers work in phase B, once the temporary employment contract is continued after phase A, if a new temporary employment contract is concluded within 26 weeks of the completion of phase A, with the same temporary employment agency.
- b. Phase B lasts two years\*<sup>1</sup>. Temporary workers do not work in phase C (see below, subsection 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> temporary employment contracts for a definite period have been concluded with the same temporary employment agency in phase B.
- c. In phase B, temporary workers always work on the basis of a temporary employment contract for a definite period, unless a temporary employment contract is expressly concluded for an indefinite period. In phase B, the temporary employment clause is not permitted to be included in the contract.
- d. The two-year period and the eight contracts (as referred to under b.) continue to be counted\*<sup>3</sup> for as long as there is no interruption of thirteen weeks\*<sup>2</sup> or more between two temporary employment contracts. 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 temporary employment contracts, the counting of phase A starts again.
- e. If, contrary to article 8, subsection 1, under a and b, a temporary worker works in phase B, without any use being made of phase A, the temporary employment agency shall be entitled, for 26 weeks, or any period shorter than this that the

temporary worker has already worked for the same temporary employment agency in phase A, to exclude the continued payment of wages obligation, as referred to in article 9, contrary to, subsection 1, of this article.

*Explanation:*

*In phase B, there is no minimum duration for the temporary employment contract.*

*\*1 Contrary to article 7:668a, subsection 1, under a, of the Netherlands Civil Code.*

*The three-year period included in this subsection has been reduced to two years.*

*\*2 Contrary to article 7:668a, subsection 1, under b, of the Netherlands Civil Code.*

*The specified number of three contracts has been increased to eight.*

*\*3 In accordance with article 7:668a, subsection 1, of the Netherlands Civil Code.*

### 3. Phase C

- a. Temporary workers work in phase C, once the temporary employment contract is continued after completion of phase B, or if a new temporary employment contract is concluded within thirteen weeks of the completion of phase B, with the same temporary employment agency.
- b. In phase C temporary workers always work on the basis of a temporary employment contract for an indefinite period. In phase C, the temporary employment clause is not permitted to be included in the contract.
- c. After the expiry of a temporary employment contract 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 temporary employment contract concluded for an indefinite period and terminated for any reason other than by operation of law or 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 temporary employment contract. The term of notice shall be counted from the date of the temporary employment contract's conclusion for an indefinite period\*.

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

### Article 9 Exclusion of continued payment of wages obligation

1. The temporary employment agency only owes\* the temporary worker working in phase A the wage due for the period(s) that the temporary worker actually worked in temporary employment, unless expressly stated otherwise in the temporary employment contract.
2. The exclusion of the continued payment of wages obligation referred to in subsection 1 of this article shall not apply in the case of sickness, if and insofar as the temporary employment contract does not include the temporary employment clause.

3. If the (applicant) temporary worker has accepted the temporary employment offered, as apparent from a report of the time and place agreed on with the temporary employment agency but the client does not enable the temporary worker to start the temporary employment, the temporary employment agency shall at least pay the temporary worker an allowance of three times the hourly wage that the temporary worker would have earned in the temporary employment.  
This provision shall also apply in the case of an exclusion of the continued payment of wages obligation pursuant to the preceding subsection 1.

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

**Article 10 Termination of temporary employment contract with temporary employment clause**

1. In the case of a temporary employment contract with the temporary employment clause, the temporary worker shall always be permitted to terminate the temporary employment contract prematurely with immediate effect. At least one working day beforehand, the temporary worker shall be obliged to notify the temporary employment agency of any intention to terminate the contract prematurely, so that the temporary employment agency can arrange a replacement for the client.
2. In the case of a temporary employment contract with the temporary employment clause, the temporary employment agency shall notify the temporary worker in good time about the approaching expiry of the temporary employment contract, so that the temporary 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 temporary employment agency fails to take into account the full period of notice referred to in subsection 2, it shall be obliged to pay the temporary worker an allowance equal to what the temporary worker would have earned during that part of the period of notice that was not taken into account. The temporary employment agency shall be exempt from this obligation, if and insofar as it offers the temporary worker appropriate work (as determined in article 13) during that part of the period of notice that was not taken into account. The temporary employment agency shall also be exempt from this obligation, if and insofar as the temporary worker does not accept the suitable work that is offered.
4. Contrary to the provisions of subsection 2, taking a period of notice into account shall not be required, in the event of the employee being sick or suffering an accident. In the case of sickness or an accident, a temporary employment contract

with the temporary employment clause shall be deemed to have been terminated at the client's request, with immediate effect, directly after receipt of the report referred to in article 32, subsection 1, of this Collective Employment Agreement.

5. Unless the (applicant) temporary worker terminates the registration with the temporary employment agency, the termination of the temporary employment contract in one of the ways referred to in the preceding subsections of this article shall result in a return to the situation referred to in article 4, subsections 2, 3 and 4 of this Collective Employment Agreement.

**Article 11 Termination of temporary employment contract for definite period and indefinite period**

1. A temporary employment contract concluded for a definite period may always be prematurely terminated by the temporary worker or the temporary employment agency as of the next working day, taking into account the terms of notice stipulated below in subsection 2, unless the possibility of premature termination is expressly excluded in writing, in the temporary employment contract. Premature termination may only be excluded if the temporary employment contract was concluded for three months or longer.
2. a. For the temporary worker, the terms of notice referred to in subsection 1 of this article are:
  - in the case of a contract for a definite period of up to three months: seven calendar days;
  - in the case of a contract for a definite 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 contract for a definite period of longer than three months but shorter than six months: fourteen calendar days;
  - in the case of a contract for a definite period in which the end has not been set on a calendar date and the contract has lasted longer than three but not yet six months: fourteen calendar days;
  - in the case of a contract for a definite period of six months or longer: 28 calendar days;
  - in the case of a contract for a definite 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 subsection 1 of this article is one month for the temporary employment agency.
3. Contrary to the provisions of subsections 1 and 2 of this article, each temporary employment contract that is concluded for a definite period under the condition that excludes the continued payment of wages obligation, may be terminated prematurely with immediate effect, by either party, if the temporary employment agency invokes the said

condition. In that case, the temporary worker may terminate the contract immediately, whereas the temporary employment agency must serve three months' notice.

4. A temporary employment contract that has been concluded for an indefinite period may be terminated at any time by the temporary worker or the temporary 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 temporary employment contract. If a longer term of notice is agreed on in the temporary employment contract, that term of notice shall apply to both the temporary worker and the temporary employment agency\*.
5. Each temporary employment contract for a definite period and an indefinite period shall in any case end by operation of law on the last day of the month preceding that in which the employee reaches the age of 65, unless expressly stated otherwise in the individual temporary employment contract.

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

#### Article 12 **Trial periods**

1. A temporary employment contract 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 at any time conclude more than one temporary employment contract interrupted by a shorter period than 26 weeks, and the preceding temporary employment contract is not terminated during the trial period, no trial period may be stipulated in a subsequent temporary employment contract, unless the work performed within the scope of that temporary employment contract requires the employee to have different skills or take on different responsibilities from those about which the employee may reasonably be expected to have acquired sufficient insight from experiences gained during the preceding contract(s).
3. However, contrary to subsections 1 and 2 of this article, each temporary employment contract concluded for a definite or indefinite period of three months or longer without the temporary employment clause may, if and insofar as the temporary worker is placed with a new client who is not acquainted with the temporary worker, be concluded under the special trial period clause, which entails a trial period of seven calendar days, in which, the temporary employment contract may be terminated with immediate effect by, on the one hand the temporary worker or, on the other hand - provided this is at the client's request - the temporary employment agency.

#### *Explanation:*

*Parties to the Collective Employment Agreement deem the special trial period of article 12, subsection 3, to be necessary, bearing in mind the specific nature of the temporary employment relationship, in which it must be possible to discover whether a temporary worker and*

*client who are unacquainted with each other are able to work together and, if they are not, the temporary employment agency must have the limited possibility, for a definite period, albeit within strict limits, of terminating the employment immediately during the commencement period.*

*The statutory regulation of trial periods (article 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 a temporary employment contract for an indefinite period, a trial period may be agreed on of up to two months.*
4. *Upon commencement of a temporary employment contract for a definite period, a trial period may be agreed on of up to:*
  - a. *one month, if the contract is concluded for a shorter period 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 definite period is not fixed on a calendar date, a trial period may be agreed on of up to one month.*
6. *Departures from subsections 4 and 5 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.*

**Article 13 Cessation of temporary employment\*1**

1. If, in the duration of a temporary employment contract for a definite or indefinite period without the exclusion of the continued payment of wages obligation, the temporary employment ceases to exist because the contract for the hiring of professional services is terminated or cancelled, the temporary employment agency shall be obliged to look for suitable substitute temporary employment and to offer it to the temporary worker, for as long as the temporary employment contract continues. The temporary worker shall be obliged to accept a reasonable offer of suitable substitute temporary 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 worker initially performed under the terms of the current temporary employment contract (in accordance with Appendix I, part A (job classification)). If the most recent temporary employment carried out during the term of the current temporary employment contract 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 in the temporary employment contract.

As long as no suitable substitute employment is offered and accepted or rejected, the temporary employment agency shall be obliged to continue paying wages for the duration of the temporary employment contract at least in accordance with the rule stipulated in subsection 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 temporary employment contract with the result that the temporary employment ceases to exist:
  - a. a redeployment interview will be held as soon as possible after it becomes known from 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 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. The rule on remuneration if temporary employment ceases to exist is as follows: The starting salary referred to in Appendix I part B (remuneration scheme) for two job grades lower than the job carried out in the most recently terminated placement, plus an experience bonus that corresponds with the value of a period-linked salary amount (2.75 percent) per 52 weeks worked by the temporary worker for that temporary employment agency, on the understanding that this wage must never be lower than 90 percent of the actual wage for the most recently terminated placement and must be at least the statutory minimum wage. If suitable employment is determined during a current temporary employment contract following the application of subsection 1, under a, of this article, no subsequent cessation of temporary employment shall result in suitable employment being set at a lower level than that determined the first time, pursuant to subsection 1, under a, of this article. The wage according to this article subsection shall not exceed the last wage earned.
4. The obligation referred to in subsections 1, 2 and 3 of this article to offer suitable substitute temporary employment and to continue the payment of wages shall cease to apply, in the case of temporary workers who have terminated their registration with the temporary employment agency, as referred to in article 4, subsection 1, of this Collective Employment 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 temporary employment. These obligations shall also

cease to apply, if the temporary worker has rejected a reasonable offer of suitable substitute employment\*<sup>2</sup>.

5. a. The actual wage in the case of a new placement under the same temporary employment contract in phase B shall equal the actual wage earned before the cessation of the temporary employment.
  - b. The actual wage in the case of a new placement in phase C shall be at least the wage calculated on the basis of the rule referred to in article 13, subsection 3, of this Collective Employment Agreement.
  - c. In the case of a placement in phase B and C but for fewer hours than indicated in the temporary employment contract, the hours of the new placement shall be paid in accordance with subsection 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 subsection 3 of this article, if the temporary worker remains available to perform work for the total number of hours indicated in the temporary employment contract.
6. If the temporary employment agency ascertains that no suitable work is available for a temporary worker who is in a redeployment process and it has emerged that redeployment is impossible within the redeployment period referred to in subsection 7, and the temporary employment agency has consequently determined that the job should cease to exist for micro-economic reasons, the temporary employment agency may request the legal affairs department of the CWI (Central organisation for work and income) to grant a dismissal permit to terminate the employment.
  7. In the case of a temporary worker who has worked for a temporary employment agency for a shorter period 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 worker has worked for the temporary employment agency for five years but not yet ten years, the aforementioned redeployment period is three months, and, in the case of an employment history with the temporary 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 article subsection, 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 concerning the interpretation of this article, particularly with regard to the interpretation and application of the term suitable employment and the interpretation and application of the redeployment process, may be submitted by either party to the disputes committee on the grounds of articles 37 and 38 of this Collective Employment Agreement.

\*<sup>1</sup> See also Protocol B.

\*<sup>2</sup> This is contrary to article 7:628 of the Netherlands Civil Code.

Article 14 **Successive employership**

1. Successive employership means the situation in which the temporary 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. If and insofar as successive employership applies, the counting referred to in article 8 continues unabated, on the understanding that the period referred to in article 8, subsection 1, letter e, will in that case be extended by the length of service with the previous employer, minus 78 worked weeks. \*
2. In any case, the successive employership referred to in subsection 1 of this article shall not be deemed to apply, if the interruption between the two employment and/or temporary employment contracts has lasted thirteen weeks or more\*.
3. The counting of the 26 weeks referred to in article 22, subsection 5, under b, continues in the case of successive employership. The continuation of the counting does not apply if the temporary employment agency could not have foreseen it, as a result of the temporary worker's conscious or otherwise blameworthy provision of incorrect or incomplete employment history information.
4. The following rule also applies to temporary workers in temporary employment with a temporary employment agency that may be designated as a successive employer pursuant to this article: the successive employer shall apply the system of phases described in this Collective Employment Agreement to the first temporary employment contract with the temporary worker, insofar as the temporary employment agency is a successive employer. The period in which the temporary worker worked for the previous employer shall be incorporated into the system of phases set out in this Collective Employment Agreement, beginning at the start of phase A.

\* See article 7:691 subsection 5 and/or 7:668a, subsection 3, 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 a temporary employment contract with a temporary employment agency from which the previous employer receives the employee. Except in the case of failing to provide employment history details to the temporary employment agency (see article 6 of this Collective Employment Agreement), the temporary worker's period of work with the previous employer (now the hirer) shall be counted and continued in the system of phases with the new employer (the temporary employment agency). The period already worked shall be incorporated in the system of*

*phases (see article 8 of this Collective Employment Agreement). In the event of, for example, having performed practically the same work for two years for the previous employer, the temporary worker will be in phase B at the time of going to work for the temporary employment agency. In principle, seven 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 temporary employment agency and works for a particular hiring company and then performs the same or practically the same work for the same hirer but through a different temporary employment agency. Except in the case of failing to provide employment history details to the temporary employment agency (see article 6 of this Collective Employment Agreement), the temporary worker's period of work for the hirer through the previous temporary employment agency shall be counted and continued with the new temporary employment agency. In the event of, for example, having performed practically the same work for five weeks for the hirer, the temporary worker will be in phase A at the time of continuing to work through the other temporary employment agency, regardless of the phase the temporary worker was in with the previous temporary employment agency. After all, with successive employership, the type of work performed is the essential issue and not the legal status that has been accumulated with the previous temporary employment agency.*

*If and insofar as successive employership applies in the case of an employee aged 65 or older, article 14, subsection 1, stipulates that phase A will be extended by the length of service with the previous employer. Seventy-eight weeks are then deducted from the thus obtained employment history. The result of this is that, if a case of successive employership applies, an employee aged 65 or older may still be provided by the temporary employment agency for at least 52 weeks in phase A.*

**Article 15 Misuse of entitlement**

A misuse of entitlement, and therefore the wrongful non-application of article 22, subsection 5, under b, may be deemed to have occurred, if the temporary worker either performs the same or practically the same work, with regular breaks between deployment, through the same temporary employment agency for different hiring companies, in a field covered by the same Collective Employment Agreement, or performs the same or practically the same work for the same hirer through different temporary employment agencies and, because of the aforementioned changes, the temporary worker fails to fulfil the criteria set out in article 22, subsection 5, under b. If the temporary worker states this and demonstrates this to be the case, it is up to the temporary employment agency to prove that there has been no misuse of entitlement.

**Article 16 Statement of accumulated rights**

At the request of a temporary worker who terminates temporary employment and

deregisters as an prospective temporary worker, the temporary employment agency shall provide a statement of the rights the temporary worker has accumulated in the system of phases within the scope of this Collective Employment Agreement whilst working through the temporary employment agency; this shall include a statement that the reference requirement stipulated in article 36, subsection 1, has been met.

**Article 17 Relationship between temporary employee/client/temporary employment agency**

1. The temporary worker and temporary employment agency shall be obliged to act as a good employee and a good employer respectively.
2. The temporary worker is under the obligation to the temporary employment agency to perform the agreed work under the client's supervision and management and to comply with reasonable regulations of the temporary employment agency and client concerning the performance of the work. The employer shall be entitled to impose sanctions, as referred to in article 18, if the employee may reasonably be deemed to have failed to fulfil his obligations.
3. The temporary employment agency is under an obligation to the temporary worker to stipulate that the client must show the same due care in the supervision and management of the temporary worker and with regard to the performance of the work as that shown to the client's own employees.
4. Before the commencement of the work for the client, the temporary employment agency is obliged to inform the temporary worker of any (professional) qualifications that are required for the work and of any safety risks the work may involve and how to deal with them.

**Article 18 Rules of conduct and sanctions**

1. The temporary worker must, amongst other things, comply with the approved, official regulations and rules of conduct of both the hirer and temporary employment agency.
2. The temporary employment agency shall discourage and, where possible, prevent, any failure of the temporary worker to (fully) comply with the aforementioned regulations.
3. The following sanctions, possibly combined, shall apply in the case of unwanted conduct, irregularities or breaches of the rules of conduct, procedures or instructions on the part of the temporary worker:
  - a. reprimand;
  - b. suspension, possibly without pay\*;
  - c. dismissal (with immediate effect, if necessary).
4. A pay stoppage\* shall in any case be possible, if the temporary 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 contract for professional services.

5. In the event of the temporary employment agency imposing sanctions, as referred to in subsection 3, under a and b, of this article, the temporary worker may appeal directly to the Disputes Committee for the Temporary Employment Sector, as referred to in article 38 of this Collective Employment Agreement.
6. If investigation reveals that there is no case of unwanted conduct, irregularities or breaches of the rules of conduct, procedures or instructions, the temporary worker who was the subject of the investigation shall, at his request, be vindicated in a letter addressed to him personally.

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

**Article 19 Time registration form**

1. At the commencement of each placement, and/or of each separate temporary employment contract and for as long as it continues thereafter, the temporary worker shall be issued with a time registration form (timesheet).
2. After completing the form at the end of every week, to indicate the number of normal, bonus and/or overtime hours he has worked in that week, the temporary employee shall submit it to the client for approval and signing. Once signed, the form is immediately submitted to the temporary employment agency.
3. If the client (automatically) issues the temporary employment agency with the time registration form, the temporary employment agency ensures that the temporary worker is given it to inspect and receives a copy. In the event of a dispute about the time registration form, the temporary employment agency shall bear the burden of proof with regard to the number of hours the temporary worker has worked.

**Article 20 Work and rest times**

1. The work and rest times of temporary workers shall be equal to the normal work and rest times in the client's organisation, on the understanding that a different working pattern may be agreed on for temporary employees, taking into account the provisions of subsection 2 of this article.
2. The temporary worker's working hours per day/week/period shall not exceed the limits that apply to the hiring company on the grounds of legislation and/or the Collective Employment Agreement that applies to the sector. Nor shall the temporary worker's rest periods be shorter than the rest periods that apply to the hiring company on the grounds of legislation and/or the Collective Employment Agreement that applies to the sector.
3. At the commencement of the work in the client's organisation, a written agreement is concluded with the temporary worker on the number of working hours that will apply for the work, after which the agreement forms an integral part of the temporary employment contract.

Article 21 **Job classification**

1. To determine the correct job grade for the work assigned to the temporary worker, before the temporary worker's placement starts, the job must be graded in job grades 1 to 9, based on the described procedure, decision rules and job profiles included in Appendix I part A (remuneration scheme).
2. Moreover, in the case of the application of the hirer's remuneration, as referred to in article 22, subsection 5, written details, based on information provided by the hirer, must be provided of the job grade that applies pursuant to the system used in the hirer's organisation (see article 4g Appendix I part B).

Article 22 **Remuneration**

1. *General*

The temporary worker's wage is determined on the basis of the number of hours worked, as determined in accordance with Appendix I (remuneration scheme).

2. *Phase A*

In accordance with article 21, the actual wage in phase A is determined per placement.

3. *Phase B*

- a. The wage in phase B is the actual wage stated in that temporary employment contract, in accordance with article 21.
- b. The actual wage in a new placement under the same temporary employment contract in phase B is at least equal to the actual wage earned before the cessation of temporary employment.
- c. The actual wage under a new temporary employment contract in phase B is at least the wage calculated on the basis of the rule referred to in article 13, subsection 3, of this Collective Employment Agreement, unless there has been an interruption of thirteen weeks or longer - but shorter than 26 weeks - between two temporary employment contracts.

4. *Phase C*

- a. The wage in phase C is the actual wage stated in that temporary employment contract, in accordance with article 21.
- b. The actual wage in a new placement in phase C is at least the wage calculated on the basis of the rule referred to in article 13, subsection 3, of this Collective Employment Agreement, subject to the provisions of subsection 4, letter c, and subsection 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 employee will be entitled, for at least the first 13 weeks of that new placement, to a supplement to the actual wage, in the form of a personal bonus to make 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 subsections 2, 3 and 4, a and b, of this article, the temporary employment agency may agree with the temporary worker to apply the hirer's remuneration from the commencement of the temporary worker's length of stay in the hiring company, subject to the provisions set out in article 3, subsection 1, of this Collective Employment Agreement on the subject of equality of rights. The application of the aforementioned hirer's remuneration must be confirmed in writing to the temporary worker. Once the option to apply the hirer's remuneration has been taken, the temporary 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 worker from the first day of the length of stay, it shall also apply to the temporary employment agency's other temporary workers who perform the same or practically the same work for the same hirer. Contrary to the provisions of this subsection, the application of the hirer's remuneration referred to in this subsection is also permitted on 29 March 2004.
- b. Contrary to the provisions of subsections 2, 3 and 4, a and b, after 29 March 2004, once a temporary worker has worked during 26 weeks through the same temporary employment agency for the same hirer, 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 worker. 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.  
Compensation for this may be paid in time and/or money, as the temporary 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 hirer's organisation;
  5. allowance (insofar as the temporary 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.

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

Article 23 **Skilled workers**

1. If the hiring company has a Collective Employment Agreement that contains specific pay provisions, as referred to in article 22, subsection 5, for skilled workers, whereby, contrary to the present subsection, the Collective Employment Agreement of the hiring company may contain a waiting period that is shorter than 26 weeks, those pay provisions shall apply from the first day of the temporary worker's length of stay with the hiring company, contrary to the provisions of article 22, subsection 5, under a, if the parties to the Collective Employment Agreement of the hiring company announce the provisions in writing to the parties to this Collective Employment Agreement and the joint committee referred to in subsection 3 has decided that they fulfil the criteria of subsections 2 and 3 of this article. Immediately following their announcement, the aforementioned decisions of the remuneration committee shall continue, but not with retroactive effect, in current temporary employment contracts. Where application of these Collective Employment Agreement provisions is subject to article 22, subsection 5, it should also be deemed to mean subject to article 23.
2. Skilled workers referred to in subsection 1 of this article must be defined in terms of their having obtained a diploma and/or their length of stay in a sector.
3. The remuneration committee referred to in subsection 5 of this article shall test whether the components referred to in article 22, subsection 5, under b, components 1 and 3, of the remuneration scheme for skilled workers in the Collective Employment Agreement of the notifying parties are higher than the remuneration scheme of the present Collective Employment Agreement and therefore whether it would be reasonable to apply them for skilled workers.
4. Decisions of the remuneration committee have no retroactive effect.
5. 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 committee has the task of deciding on matters relating to article 22 and subsections 1 and 2 of this article. As the case arises, the remuneration committee shall also make recommendations at the request of the parties to the Collective Employment Agreement in connection with the correct application of job classification and the application of period-linked salary amounts.
6. The remuneration committee shall present a written decision, with reasons, within fourteen calendar days of a request being submitted.

*Explanation*

*The remuneration committee can be contacted by post at PO Box 144, 1170 AC Badhoevedorp, and by e-mail at remuneration@abu.nl.*

**Article 23A Temporary employees working in the construction industry**

The present specific regulations for temporary employees in the construction industry have been agreed by the parties to this Collective Employment Agreement, the Collective Employment Agreement of the Dutch Association of Mediation and Temporary Employment Agencies (NBBU) and the Collective Employment Agreement for the Construction Industry, with a view to giving shape to a transparent package of working conditions.

The Collective Employment Agreement for Temporary Employees does not apply to temporary 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 Employment Agreement for the Construction Industry and that are not members of the ABU or the NBBU.

Temporary employees who are deployed with a hirer that is covered by the scope of the provisions of the Collective Employment Agreement for the Construction Industry are covered by a different package of working conditions; these divergent conditions are described in greater detail in appendix VII (Divergent working conditions for temporary employees working in the construction industry) of this Collective Employment Agreement.

**Article 24 Salary savings scheme**

The temporary employment agency shall offer temporary workers working in phases B and C the possibility of participating in a salary savings scheme at the company level, in which optimum use is made of the tax facilities that exist for this.

**Article 25 Payslip**

The temporary employment agency is obliged to provide the temporary worker with a statement for every financial wage payment (in accordance with article 13 Appendix I part B (remuneration scheme)), with details of the wage sum, the amounts of which it is composed, the amounts deducted from the wage sum, as well as the amount of the gross hourly wage, the number of hours worked and the bonuses paid on the hourly wage, specified according to the type of bonus (in both percentages and euros) and the hours. If the temporary worker agrees, payment may be made electronically instead of by normal post. The statement must contain an overview of the accumulated reserves in the period the statement concerns, as well as the total in accumulated reserves and the date on which these sums will be automatically paid to the temporary worker.

The statement also indicates the name of the employer and employee, as well as the name and business location of the hirer(s)\*. The statement also includes the grading(s) in the Collective Employment Agreement, the wage paid and the statutory minimum wage that applied for the employee concerned in that period, as well as the minimum holiday allowance.

Any wage deductions other than taxes and social security contributions that are made must only be made in consultation with the temporary worker and stated on the wage slip. The wage slip must also provide an overview of any abbreviations that are used.

\* *If the obligation referred to in this article to indicate the name of the hirer(s) on the wage statement, this clause need not apply.*

#### Article 26 **Reserves**

1. If and insofar as the system of phases applies, the special system included in articles 27, 28, 29, 30 and 31 shall apply to temporary workers working in phase A with regard to reserves for holidays, holiday allowance, short-term absenteeism, special leave and public holidays.
2. If and insofar as temporary employment contracts without the temporary employment clause for a definite or indefinite period are agreed in phase A, the regulations set out in articles 27, 28, 29 and 30 for phase B shall apply to the temporary workers concerned.

#### Article 27 **Holidays**

1. For each full working month worked, a temporary worker accrues the right to sixteen hours' holiday, or a proportional part thereof, in the case of not having worked a full working month. The holiday is taken in the form of days off.
2. The temporary employment agency may draw up holiday regulations.
3. In implementing the provisions of subsection 1 of this article, the temporary employment agency is obliged to grant holidays to any temporary employee whose entitlement is sufficient, in such a way that the temporary worker need not work for three consecutive weeks or three separate weeks.
4. The temporary employment agency is obliged to grant the remaining days off in accordance with the temporary worker's entitlement to them, except insofar as the holiday rules referred to in subsection 2 of this article determine otherwise.
5. For the accumulation of the right referred to in subsection 1 of this article, temporary workers receive a supplement for holidays, expressed as a percentage of their actual wage, plus, insofar as is applicable, the waiting day compensation in accordance with article 32, subsection 6, of this Collective Employment Agreement. This percentage is indicated in Appendix II of this Collective Employment Agreement.
6. The supplement referred to in subsection 5 is not paid every week as part of the weekly payment but is reserved. If a temporary worker takes days off, in accordance with the provisions of this article, and the temporary employment contract continues, the supplement is paid instead of the actual wage, as if the normal or average number of working hours had been worked on those days, insofar as the accumulated supplement is sufficient.

7. Temporary workers who are working in phase B or C are entitled to continued payment of the actual wage during their holidays, insofar as the right to holidays has been accumulated pursuant to subsection 1, of this article.
8. At the temporary worker's request, the temporary employment agency shall switch to selling or paying out holidays in excess of the statutory entitlement.

**Article 28      Holiday allowance**

1. Temporary workers are entitled to a holiday allowance of eight percent of the actual wage. The starting point for calculating the holiday allowance is the number of days per year that have to be worked, including holidays and public holidays.
2. Temporary workers who take a holiday of at least five consecutive working days, shall, if they request the temporary employment agency to do so, be paid the sum in holiday allowance to which they are entitled at the time.

**Article 29      Short-term absenteeism and special leave**

1. Short-term absenteeism and special leave mean a brief period calculated fairly, in which a temporary worker is prevented from working, either as a result of the fulfilment of an obligation imposed by law or an authority, without any financial allowance, that cannot be fulfilled in the temporary worker's own time, or as a result of special personal circumstances.
2. To be granted short-term absenteeism or special leave in the case referred to in subsection 6 of this article, the temporary worker must, if possible, notify the temporary 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 subsection 7 of this article.
3. For short-term absenteeism and special leave, temporary workers in phase A receive a supplement, expressed as a percentage of the actual wage plus the waiting day compensation. This percentage is indicated in Appendix II of this Collective Employment Agreement.
4. The supplement referred to in subsection 3 is not paid every week as part of the weekly payment but is reserved. If a temporary worker in phase A is briefly absent or takes special leave, in accordance with the provisions of this article, and the temporary employment contract continues, the supplement is paid instead of the actual wage, as if the normal or average number of working hours had been worked during that time, insofar as the accumulated supplement is sufficient.
5. Temporary workers who are working in phase B or C are entitled to continued payment of the actual wage, as if they had worked the normal or average number of hours on those days, provided that the temporary worker concerned complies with the requirements referred to in subsection 2 of this article.

6. Temporary workers who are working in phase B or C 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 marriage/registered partnership	two days
c. For the marriage/registered partnership of:	
- a child, stepchild, foster child or grandchild	one day
- brother or sister (including brother- and sister-in-law, half brother/sister, step brother/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:	from the day of the death to the day of the burial or cremation, inclusive
- the employee's spouse or partner	
- a child living at home	
f. In the event of the death of:	one day plus another day to attend the burial or cremation. If the employee has to organise the burial or cremation: the time indicated at letter e.
- a parent (including a parent-in-law, stepparent and foster parent)	
- a grandparent of the employee or the death of the grandparent's spouse	
- 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 subsection 6, the temporary employment agency may, on request, grant special paid or unpaid leave to a temporary worker working in phase B or C, if the temporary employment agency believes the leave is justified under the circumstances.

#### Article 30 **Generally recognised public holidays**

1. For the purposes of this Collective Employment 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, if granted as a general public holiday in a given year.

2. With regard to the wage payment made to temporary workers working in phase A, the temporary employment agency must choose one of the following options for public holidays on which the temporary worker does not work:
  - a. Temporary workers working in phase A receive a supplement for generally recognised public holidays, expressed as a percentage of their actual wage, plus the waiting day compensation. This percentage is indicated in Appendix II of this Collective Employment 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 worker does not work on that day on account of that public holiday, and the temporary employment contract continues, a supplement shall be paid instead of the actual wage, as if the normal or average number of hours had been worked on that day, provided and insofar as the accumulated supplement is sufficient, or
  - b. the temporary worker shall be entitled to continued payment of the actual wage on public holidays on which the temporary worker has not worked on account of that public holiday.
3. In the case of a temporary employment contract in phase A, the temporary employment agency shall notify the temporary worker in writing as to whether it makes a reserve in accordance with the provisions of subsection 2, under a, of this article or continues payment in accordance with the provisions of subsection 2, under b, of this article. Opting for continued payment in accordance with the provisions of subsection 2, under b, of this article obliges the temporary employment agency to apply this option for a period of at least one calendar year; if the system is changed, any rights the temporary worker has accumulated must be settled as normal in accordance with the rules from which the rights were derived.
4. Temporary workers working in phase B or C are entitled to continued payment of the actual wage on public holidays on which they do not work on account of that public holiday.

#### Article 31 **Payment of reserves**

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

1. The supplements referred to in articles 29 and 30 that have not yet been paid shall be paid automatically to the temporary worker in week 26 and week 52, or at least the last week of the year.
2. The holiday allowance referred to in article 28, to which the temporary worker has accumulated entitlement pursuant to this Collective Employment Agreement, shall be paid automatically to the temporary worker in the week of 1 June of each year, without detriment to the provisions of subsection 3 of this article.

3. If and insofar as the temporary employment contract ends in phase A and is not followed immediately by a new temporary employment contract, the as yet unpaid supplements, as referred to in articles 29 and 30, and the holiday allowance, as referred to in article 28, to which the temporary worker has accumulated entitlement pursuant to this Collective Employment Agreement, shall be paid automatically to the temporary worker.
4. If and as soon as a temporary 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 supplements, as referred to in articles 29 and 30, and the holiday allowance, as referred to in article 28, to which the temporary worker has accumulated entitlement pursuant to this Collective Employment Agreement, shall be paid automatically to the temporary worker.
5. If and as soon as a temporary worker has completed phase A with the temporary employment agency and has entered phase B, any as yet unpaid supplements, as referred to in articles 29 and 30, shall be paid automatically, in accordance with subsection 3 of this article, but not the holiday allowance referred to in article 28.
6. When supplements and holiday allowances are paid in the cases referred to in subsections 1 to 5 of this article, the temporary employment agency shall provide the temporary worker with a written statement that clearly indicates the amount paid in connection with this and the statutory deductions that have been made from that amount.

#### *B. Holidays*

7. For the duration of the temporary employment contract, temporary workers shall not be permitted to waive their holiday entitlement (or supplement, as referred to in article 27, subsection 5, and paid holidays, as referred to in article 27, subsection 7) in return for compensation.
8. At the end of the temporary employment contract, temporary workers who are still entitled to reserved supplements for holidays, pursuant to subsection 5 of article 27, or who are still entitled to holidays, pursuant to subsection 7 of article 27, shall be able to receive a financial payment for those entitlements.
9. The entitlements referred to in subsection 8 of this article for which no payment was received in the preceding twelve months shall, in any case, be paid automatically to the temporary worker in week 52 of each year, without detriment to the provisions of subsection 7.
10. In the cases referred to in article 7, subsection 2, under b and c, the supplements reserved for holidays pursuant to subsection 5 of article 27 shall be converted into a proportionate entitlement to holidays with continued payment of the actual wage referred to in subsection 7 of article 27.
11. At the time of converting the reserved supplements for holidays into an entitlement to holidays, as referred to in subsection 10 of this article, the temporary employment

agency shall issue the temporary worker with a written statement that clearly indicates the amount that has been converted.

12. If the payment referred to in subsections 8 and 9 of this article is made, the temporary employment agency shall be obliged to issue the temporary worker with a statement that indicates the period over which the employee still has an entitlement to holidays at the end of the temporary employment contract.
13. Temporary workers who conclude a new temporary employment contract with either the same or a different temporary employment agency, shall still be entitled to unpaid holidays from that temporary employment agency during the period over which they were still entitled to holidays according to the statement referred to in subsection 12 of this article.

*Explanation of subsections 7 to 10*

*On the grounds of article 7:640 of the Netherlands Civil Code, as long as the temporary 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 temporary employment contract ends, unless the temporary worker leaves the reserve in order to take paid holidays in a subsequent temporary employment contract. However, a financial payment shall always be made automatically in week 52 of each year in respect of holidays for which no financial payment has been made on previous temporary employment contracts. If the temporary 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 of subsections 12 and 13*

*On the grounds of article 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. Subsections 12 and 13 are the interpretation of this for the temporary employment contract.*

**Article 32      Sickness and accidents**

1. Temporary workers are obliged to notify the temporary employment agency and also the client as soon as possible, and in any case before 10:00 a.m., on the first day of absence on account of sickness or an accident, and to indicate the correct nursing address.
2. If and insofar as a temporary employment contract exists without the temporary employment clause, the provisions of article 7:629 of the Netherlands Civil Code shall apply to temporary workers who have been prevented from performing the stipulated work owing to sickness, pregnancy or childbirth. If and insofar as the

temporary employment contract continues, the entitlement referred to in this article shall be 91 percent of the applicable wage for the first 52 weeks of incapacity for work and 80 percent of the applicable wage from the 53rd to the 104th, whereby the minimum entitlement is the statutory minimum wage and the maximum entitlement is the maximum daily wage.

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

3. In the case of temporary workers who are entitled to the continued payment of wages from the temporary employment agency in the case of sickness or an accident, the first day of sickness counts as a waiting day, for which the temporary worker is not entitled to the wage payment.
4. If and insofar as temporary workers covered by article 10, subsection 4, of this Collective Employment Agreement are entitled to payment pursuant to the Sickness Benefits Act (Ziektewet), the temporary employment agency shall supplement, for the first 52 weeks of sickness, the benefit received pursuant to the Sickness Benefits Act, from the third day of incapacity for work, to bring it up to 91 percent of the standardised daily earnings on which social security contributions are paid. In the period from the 53rd to the 104th week of sickness, the temporary employment agency shall supplement the benefit received pursuant to the Sickness Benefits Act, to bring it up to 80 percent of the standardised daily earnings. The temporary employment agency may take out insurance to cover these payments or make provisions in some other way. Appendix II shows the maximum percentage of the temporary worker's wage that may be deducted for any such insurance or provision.
5. The supplement from the 53rd to the 104th week of sickness pursuant to the Sickness Benefits Act, as referred to in the preceding subsection, will not be paid to temporary workers whose were already unfit for work before 3 July 2006.
6. In the case of a temporary employment contract with the temporary employment clause, the temporary employment agency shall provide the temporary employee with an allowance in the form of an increase on top of the actual wage in connection with the single waiting day for which pay will be lost on account of sickness. The percentage concerned is shown in Appendix II of this Collective Employment Agreement.
7. The temporary employment agency shall, at least, offer the temporary worker insurance from 1 July 2007 to supplement the payment pursuant to the Return to Work (Partially Disabled) Regulations (WGA). Any premium charges shall be payable by the participating temporary worker.

#### Article 33 **Work-related Expenses and Allowances**

Temporary employees are entitled to the same work-related expenses and allowances as employees employed by the hiring company, working in an equal or similar job to that of the temporary worker, if and insofar as the temporary employment agency is permit-

ted to pay the amount(s) concerned exempt from wage tax. These expenses concern travelling expenses, pension costs and other costs that are necessary on account of performing the work.

**Article 34      Holiday workers**

1. For the purposes of this Collective Employment Agreement, holiday workers are 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 temporary employment agency. The regulations referred to in subsection 2 of this article may only be applied in the period from 1 June to 1 September.
2. The provisions of this Collective Employment Agreement likewise apply to holiday workers, however, on the understanding that, contrary to article 27, subsection 1, 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. For the accumulation of this right, the temporary workers working in phase A receive a different supplement for holidays from that prescribed in article 27, subsection 5. Details of the different accumulation, expressed as a percentage of the actual wage plus the waiting day compensation, are provided in Appendix II of this Collective Employment Agreement. Contrary to the provisions of the Netherlands Civil Code on this subject, holiday workers cannot claim the supplements for special leave, short-term absenteeism and public holidays referred to in articles 29 and 30 of this Collective Employment Agreement\*.

\* *This does not affect the fact that the right to unpaid leave in the aforementioned cases may exist.*

**Article 35      Temporary workers not permanently resident in the Netherlands**

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

1. The provisions of this Collective Employment Agreement likewise apply to temporary workers who are not permanently resident in the Netherlands, however, on the understanding that, contrary to the following subsections of the Collective

Employment Agreement provisions set out in this article, they will be able to give shape to the rights and obligations arising from those Collective Employment Agreement provisions in an alternative manner. The value of the working conditions for these temporary workers is the same as that of the working conditions for the other temporary workers. References in this article to “temporary workers” are references to “temporary workers who are not permanently resident in the Netherlands”. The provisions of this article do not, therefore, apply to the other temporary workers.

2. Contrary to the provisions of this Collective Employment Agreement stated under a, b, c and d of this subsection, the employer may agree, in consultation with the temporary worker that remuneration in respect of the following working conditions may be paid to the temporary 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 27);
  - b. Reserve for short-term absenteeism (article 29);
  - c. holiday allowance (article 28);
  - d. public holidays (article 30), if and insofar as the company sets aside a reserve for this and, in so doing, has chosen the option in article 30, subsection 2, under a.
3. Contrary to the provisions of subsection 2 of this article, the employer is permitted to agree with the temporary employee 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 27 of this Collective Employment Agreement may be adopted, if required.
4. If and insofar as applicable on the grounds of article 39, subsection 1, of this Collective Employment Agreement, the training referred to in that article for temporary workers shall at least be deemed to include the activities concerned with facilitating the stay and the work of the temporary workers.
5. If required, the temporary employment agency shall enable the temporary workers to take a day off on alternative public holidays (i.e. not one of the generally recognised public holidays referred to in article 30 of this Collective Employment Agreement), provided the temporary employment agency is notified to that effect in good time.
6. The temporary employment company is permitted to pay the wage partly in kind, taking into account the restrictions included in article 10 of the of the Procedural Rules of appendix 1, part B (remuneration scheme) of this Collective Employment Agreement.
7. The temporary employment agency is obliged to provide the temporary worker with appropriate and clear safety, health and welfare instructions.
8. Appendix IV also applies to temporary workers who are recruited in groups by, or on the instructions of, a temporary employment company 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 35A Temporary employees with a foreign employment contract  
(Terms of Employment (Cross-border Work) Act (Waga))**

In accordance with the provisions of article 2 of this Collective Employment Agreement and the Terms of Employment (Cross-border Work) Act (Waga), in the fields indicated below the provisions of this Collective Employment Agreement that have been decreed to be compulsorily applicable also apply to temporary employees who are deployed from abroad by a foreign temporary employment agency to a client 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 days off with pay the employer is obliged to provide;
- minimum wages, including payments for overtime and excluding supplementary company pension schemes;
- conditions for providing workers, in particular for temporary employment agencies;
- health, safety and hygiene at work
- protective measures concerning the terms of employment and working conditions of children, young persons and pregnant employees or employees who have recently given birth;
- equal treatment of men and women

Appendix VI applies to this employment contract.

**Article 36 Pension**

1. A pension scheme exists for temporary employees who:
  - have worked in at least 26 weeks for one temporary employment agency, and who are
  - aged 21 or older (counting from the first of the month in which their 21st birthday falls).subject to the following rules.
2. For the application of the provisions of subsection 1, the counting of the period in which the temporary worker has worked in at least 26 weeks for one temporary employment agency is deemed to have started on 1 July 1998.
3. Temporary workers who change employer, after meeting the reference requirement of subsection 1 of this article, but who continue to work within the scope of this Collective Employment Agreement, need not fulfil the reference requirement once again but continue to participate, unless there has been an interruption of more than a year between two temporary employment contracts.
4. As of the commencement date of this Collective Employment Agreement, a company

pension fund for long-term temporary workers (Stichting Bedrijfspensioenfonds voor Langdurige uitzendkrachten), has been responsible for implementing the pension scheme for temporary employees.

5. The pension scheme for temporary employees is in the form of a pension system based on the defined contribution, whereby, from 1 January 2006, the defined contribution is 2.6 percent of the gross wage. 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 (accumulated reserves 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.
6. Every temporary employment agency is obliged to pay the premium contributions to the relevant company pension fund for long-term temporary workers, as determined on the basis of the articles of association and in accordance with the model pension scheme rules and regulations of the relevant company pension fund for long-term temporary workers.
7. The premium contribution payment obligation referred to in the preceding subsection applies for each day on which the temporary worker, covered by the pension scheme referred to in subsection 1 of this article, works in temporary employment pursuant to a temporary employment contract with the temporary employment agency.
8. The temporary employment agency is entitled to charge and deduct from the wage of the temporary worker a percentage of the pension premium contributions, if and as soon as the temporary worker is covered by the pension scheme. The size of the deduction shall not exceed 0.27 percent.
9. The pension scheme for temporary employees is set out in the model pension scheme rules and regulations of the company pension fund for long-term temporary workers\*, as presented in Appendix IIIb to this Collective Employment Agreement.

\* *Available as a separate publication.*

#### Article 37 **Dealing with complaints in the temporary employment agencies**

If the temporary worker has a complaint against the temporary employment agency, which is directly or indirectly related to the temporary employment contract, or wishes to institute arbitration proceedings in connection with that temporary employment contract, as further described below in article 38, he must first consult with the temporary employment agency's branch manager. The temporary employment agency shall then be obliged, within fourteen days, either to reach a settlement with the temporary worker or, if this is not possible, to notify the temporary worker of its final position regarding his complaint or matter in dispute.

**Article 38 Disputes committee**

1. A disputes committee for the Temporary Employment Sector exists and is composed of seven members and six deputy members, of which one member shall act as chairman and be appointed by parties to this agreement. Three members and three deputy members shall be appointed by the party on one side and three members and three deputy members shall be appointed by the joint parties on the other side. The members and deputy members concerned shall be appointed immediately. If a temporary or permanent vacancy arises, the party or parties concerned shall ensure it is filled immediately.
2. At the request of the temporary employment agencies or temporary workers involved in the dispute, the disputes committee shall present its decision on the implementation of this agreement.
3. An appeal may be instituted against a decision of the disputes committee at the District Court of Amsterdam, with the exception of those issues in which the court before which the dispute should otherwise have been brought would have had to pronounce its verdict without the possibility of appeal.
4. If the disputes committee concludes that it does not have jurisdiction to adjudicate in a dispute that is brought before it, it must immediately notify the parties to this agreement accordingly.
5. The board determines the disputes committee's method of working by means of regulations. Regulations also determine the composition of the disputes committee that is permitted to deal with a dispute, taking into account the provisions of subsection 6 of this article. This shall all apply without detriment to the statutory provisions on arbitration.
6. The regulations determined pursuant to subsection 5 of this article concerning the composition of the disputes committee that is permitted to deal with a dispute shall in any case contain the following provisions.
  - a. The disputes committee's chairman shall in any case form part of the composition of the disputes committee that is permitted to deal with a dispute.
  - b. The number of (deputy) members of the disputes committee that deals with a dispute may be fixed at 3, 5 or 7.
  - c. Each side of the parties to the Collective Employment Agreement shall be represented equally in number.
7. The members and deputy members of the disputes committee as well as any secretary that the board may appoint shall observe secrecy with regard to the facts and circumstances they, as members or deputy members of the disputes committee, were able to examine, as well as with regard to the votes the members or deputy members of the board cast; moreover, after the board's session, they must not make any spoken or written announcement on the decision-making leading to the committee's verdict.

8. From 1 July 2003, the plaintiff shall owe a court registry fee of € 49 for handling the dispute. Moreover, the disputes committee's verdict may stipulate that a sum in costs determined by the disputes committee must be partially or entirely paid by each of the parties involved in the dispute or by the party found to be at fault. However, the sum shall not exceed the apportionment of the costs awarded by the Subdistrict Court Judge in a similar case.
9. 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 subsection and with regard to the rules on free legal aid in accordance with the law.
10. The disputes committee shall provide the parties to this agreement with an annual overview of its decisions, while assuring the anonymity of the parties involved in the disputes.
11. The disputes committee's secretariat is based at the office of the Algemene Bond Uitzendondernemingen.
12. The chairman shall decide whether disputes presented to the disputes committee will be treated as a complaint or a dispute. In the event of intending to treat a dispute brought before the disputes committee as a complaint, the chairman shall notify the party that instituted the proceedings to that effect within fourteen days of the date on which the complaint or dispute was received. If the party that instituted the proceedings subsequently submits an objection to having the issue that party brought before the disputes committee being dealt with as a complaint, and insists on the matter being dealt with as a dispute by the board, the party concerned must notify the chairman to that effect in writing within eight days. In the absence of any such notification, the chairman shall deal with the complaint or dispute within a reasonable period, in accordance with the provisions of the following subsection of this article.
13. The chairman's handling of the complaint shall be set down in writing. In doing so, the chairman must indicate his assessment of the claim and the grounds for the assessment, subject to applying the principle of hearing the arguments of both parties. However, the chairman shall not be obliged to give the complainant any further opportunity to explain the complaint.

*Explanation:*

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

**Article 39 Training**

1. Training means any form of structured activity intended to enable (applicant) temporary 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. Temporary employment agencies are obliged to spend 1.02 percent of the gross wage owed to temporary workers in a given year, as referred to in article 36, subsection 5, of this Collective Employment Agreement, on training temporary workers. This collective spending obligation also includes benefits within the scope of a Personal Education Budget (P.E.B., see also subsection 5 of this article) and the costs spent on training.
3. Training costs mean:
  - the direct wage costs of temporary workers, payable by the employer, 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.
4. A structured activity means an activity that meets the following conditions:
  - each training course followed lasts at least three hours;
  - a counsellor must be present at the training course; where effective training is possible through an interactive system, at least distance counselling must be available, in the form of a helpdesk, for example;
  - after the activity, the training course is evaluated with the temporary worker by or on behalf of the temporary employment agency.
5. A temporary worker working in phase B is entitled to a P.E.B. The P.E.B. accumulation shall be one percent of the actual wage from the time the temporary worker starts to work in phase B. The temporary employment agency shall start the P.E.B. accumulation in phase A, at the aforementioned percentage, once a temporary worker has performed work during 26 weeks. The temporary worker has no individual right to use the P.E.B. in phase A.
6. In consultation with the temporary employment agency, the temporary worker shall use the P.E.B. balance for educational purposes. All direct training costs referred to in subsection 2 of this article that are incurred on the temporary worker's behalf, including in phase A, by both the temporary worker and the temporary 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.
7. Insofar as a temporary 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:
  1. phase B is immediately followed by an employment contract with the hiring company or phase C commences at the temporary employment agency where the temporary worker works;

2. the temporary worker was offered but refused to accept training;
  3. the temporary worker gave an urgent reason for terminating the temporary employment contract.
8. If the temporary employment agency so desires and the temporary worker agrees, the payment of the remaining P.E.B. balance described above in subsection 7 may also be in the form of a training voucher.
  9. If the temporary worker and/or the temporary employment agency so desire, they shall consult each other about giving shape to a personal development plan (P.D.P).
  10. If the temporary worker is offered training, the parties shall agree in writing to the training and set out the study objectives and extent of the training, amongst other things.
  11. Before 1 July of each year, temporary employment agencies are obliged submit a certified written statement to the SNCU, the organisation that monitors compliance with the Collective Employment Agreement for Temporary Employees, on training expenditure over the preceding calendar year and how the sums were spent; the statement must be accompanied by an audit certificate issued by a registered accountant or an accountant-business administration consultant affirming the accuracy of the figures provided.
  12. Temporary workers who have a temporary employment contract in phase B are entitled to training, if and insofar as their P.E.B. is sufficient to finance the training concerned.
  13. Training is intended to strengthen the temporary worker's employment position and is job and/or job-market related. The training takes place on the basis of consultation between the temporary worker and the temporary employment agency.
  14. The temporary employment agency is entitled to require a contribution towards the training costs from the temporary worker, if and insofar as the P.E.B. is insufficient to finance the training. This contribution shall never exceed 50 percent of the amount in excess of the P.E.B. The contribution may consist of a lump-sum contribution and/or a period contribution. The latter may consist of a deduction per hour during the period of the temporary employment contract.
  15. If the temporary employment agency pays more in training costs than the amount of the P.E.B., the temporary employment agency may require the temporary worker to pay back all or some of the extra amount, if the temporary worker fails to complete the study programme, fails to complete it successfully, or if the temporary employment contract is terminated prematurely on the initiative or through the action of the temporary worker. In that case, the temporary employment agency shall work out reasonable repayment arrangements with the temporary worker. The repayment shall never exceed the temporary employment agency's contribution in excess of the P.E.B. The temporary employment agency shall also be entitled to set off the excess amount in a final settlement.

**Article 40 Facilities for employee representative organisations**

1. The employee representative organisations that are party to this Collective Employment Agreement shall be given the opportunity, provided the corporate management is notified in good time:
  - a. to use notice boards in the agency for:
    - displaying notices of a business and informative nature concerning their own enterprises or own sector;
    - indicating the names of representatives or contact persons of the employee representative organisation(s);
    - announcing meetings of employee representative organisation(s);
    - publishing brief reports on the aforementioned meetings;
    - displaying 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 employee representative 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 employee representative organisation is a person working in the agency 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 employee representative organisation concerned.
  - b. Taking into account the obligations that arise for the aforementioned employee from his employment contract with the agency in respect of the tasks and objectives of the employee concerned, the corporate management shall ensure that the rights or position of the representative of a employee representative organisation - a party to this Collective Employment Agreement - are not harmed as an employee on account of his work for the association in the agency.
  - c. In the case of a violation - also ascertained by the works council - of the agreement referred to under 2, the employee concerned may notify the employee representative organisation's management to that effect. If consultations between the corporate management and paid managers of the employee representative organisation, concerning the alleged violation of the agreement referred to under 2, 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 38 of this Collective Employment Agreement.

Article 41 **Dispensation**

1. At the request of parties to another Collective Employment Agreement, the parties to this Collective Employment Agreement may grant dispensation in respect of the application of (the provisions of) this Collective Employment Agreement, subject to conditions to be set by the parties to the Collective Employment Agreements concerned. The SNCU's confirmation of the fulfilment of the Collective Employment 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 Employment Agreement should be submitted to the Dispensation Committee, at the following address: PO Box 144, 1170 AC Badhoevedorp

Article 42 **Duration**

This Collective Employment Agreement, commencing on 29 March 2004, has been concluded:

- a. with reference to articles 1 to 7, 8, subsection 1, letters a to d, subsections 2 and 3, 9 to 17, 39, 42, 43, subsections 2, 3 and 4, 44 and 48: for a period of five years;
- b. with reference to article 35A and 39A: for the period from 1 January 2006 to 29 March 2009;
- c. with reference to all the other articles, as well as the appendices and protocols: for a period of twelve months, that is from 2 April 2007 to 31 March 2008.

Article 43 **Pension investigation, evaluation and termination of provisions of Collective Employment Agreement**

1. The starting point for the parties to the Collective Employment Agreement is that there will be a change to an average-wage system from 1 January 2005:
  - with a low AOW deductible (is single person);
  - with a contribution premium ratio of 1/3 employee and 2/3 employer;
  - and a premium contribution determined by the system, which system shall apply to temporary workers who have met the requirements set for achieving phase 3. However, the defined contribution system shall be maintained for temporary employees who meet the requirements set for achieving phase 2 but not the requirements set for achieving phase 3. Furthermore, the contribution for the defined contribution system shall be determined by the average pay contribution.Parties to this Collective Employment Agreement shall immediately commence an investigation of:
  - the size of the necessary contribution in the average-wage system to be implemented following the duration of article 33;
  - the issue of how, if necessary, the bridging from one system to the other can be given shape.

At the time of evaluating the set of regulations described in this Collective Employment Agreement, it will be possible to assess whether there are grounds for abandoning the starting point that there should be a switch to an average-wage system as of 1 January 2005.

2. The parties shall enter into negotiations with each other no later than 29 March 2008 about the establishment of a new Collective Employment Agreement or the extension of the current 5-year provisions of this Collective Employment Agreement.
3. In the negotiations about the establishment of a new Collective Employment Agreement or the extension of the current 5-year provisions of this Collective Employment 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.
4. If, by no later than 29 March 2009, no party has terminated, by registered letter, the provisions referred to in article 42, subsection a, of this Collective Employment Agreement, or if - in the case of termination at the time of the expiry of the aforementioned provisions of the Collective Employment Agreement - no new Collective Employment Agreement has been concluded, these provisions shall be automatically extended for one year.

*Explanation:*

*Some terms in subsection 1 of this article refer to the Collective Employment Agreement for Temporary Employees 1999-2003.*

#### **Article 44 Interim change**

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

#### **Article 45 Compliance**

1. The parties involved in the establishment of the Collective Employment Agreement have established the SNCU. The SNCU is based in Lijnden. The correspondence address of its secretariat is PO Box 144, 1170 AC Badhoevedorp.
2. The SNCU's charter and regulations have been laid down in the Collective Employment Agreement Social Fund for the Temporary Employment Sector.
3. The SNCU must ensure that the provisions of this Collective Employment Agreement are generally and fully observed and is authorised by the parties to this Collective Employment Agreement to do everything to that end that may be advisable and necessary.

**Article 46 Further provisions**

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

**Article 47 Collective Employment Agreement provisions**

The provisions of this Collective Employment Agreement are what are referred to as minimum provisions.

**Appendix I Remuneration scheme for Temporary Employees**

**Part A. Job classification**

*Explanation:*

*In this Collective Employment Agreement, formal decision-making rules apply to the job classification for the work the temporary worker performs. 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 to IV (administration, production/technical/logistics, medical/paramedical and others).  
The grid 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.
2. Decision tree diagram for grading jobs into job grades.  
The determination of the temporary worker's final job has consequences for his actual wage. Each job determination must therefore be made within a fixed framework and separately documented.
3. Supplementary aid for grading jobs into job grades.
4. Description of the job profiles of the reference jobs (separate publication available from the ABU, see [www.abu.nl](http://www.abu.nl)).

## Part A. Job matrix

Job group	JOB CHARACTERISTICS		
	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 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

	Administration	Production, technical and logistics	Medical/paramedical	Other
	I	II	III	IV
Little, if any, vocational education	- 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
Little, if any, vocational education	- 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)
preparatory secondary vocational education (VMBO)/ junior general secondary education (MAVO)- level	- 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)
preparatory secondary vocational education (VMBO) level + specific experience	- Secretary A - Clerical assistant C - Receptionist/telephonist B	- Service mechanic A	- Home help care - Nursing auxiliary	- Call centre agent C - Hostess
preparatory secondary vocational education (VMBO) + specialised follow-up study programme	- 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)
upper secondary vocational education (MBO) completed/upper general secondary education (HAVO)	- Secretary C - Bookkeeper	- Electrical and Installation technician	- Specialised home help care	- Salesperson indoor office staff B - System administrator A - Chef small restaurant
upper secondary vocational education (MBO) + specific experience	- Secretary D	- Draughtsman/Designer mechanical engineering	- Nurse orthopaedics	- System administrator B - Application programmer A - Salesman - Restaurant manager Fast-food
Higher Vocational Education (HBO)	- Business economics analyst - Management assistant	- Head of maintenance department	- Physiotherapist - IC nurse	- Teacher primary education - Salesperson A - Application programmer B - Personnel officer
Higher Vocational Education (HBO)/ academic	- 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. Decision tree diagram for grading jobs into job grades**

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 level of knowledge required.

- 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 difference 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 grid, 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.

### **3. Supplementary aid for grading jobs into job grades**

(relating to step 5b of the decision tree diagram)

The job matrix is central. Amongst other things, it contains around 50 of the jobs for which deployments are arranged in the temporary employment 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 reference jobs. They serve as the standard for comparing the various jobs to which temporary workers are deployed.

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

- The job titles indicated by the temporary employment agencies are shown in column 1 and are 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 read a few job-grade characteristics that relate to a job grade that is possibly a suitable fit, to get a better sense of the grade concerned.

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

General titles	Discipline	Reference job
Clerical assistant light	I	Clerical assistant A + B
Administrative Higher Vocational Education (HBO) level	I	Bookkeeper Head of financial accounting department Business economics analyst
Clerical assistant	I	Clerical assistant A to D
Department secretary	I	Clerical assistant B Secretary A + B
Washing-up assistant medical	IV	Washer-up
Washer-up/washing-up assistant	IV	Washer-up
Agricultural worker	IV	Agricultural worker
Filing assistant	I	Filing assistant
Filing assistant	I	Filing assistant
Assembly fitter	II	Production operative
Desk clerk	I	Receptionist/telephonist A + B
Barman/woman	IV	Hotel and restaurant service assistant Waitress
Hotel and restaurant assistant	IV	Hotel and restaurant service assistant
Company canteen assistant	IV	Kitchen help Catering assistant
Geriatric helper	III	Home help (basic)
Geriatric assistant	III	Home help (basic) Nursing assistant
Loader	II	Driver's mate Warehouse assistant
Delivery man/courier	II	Driver delivery van/courier
Driver's mate (freight holder)	II	Driver's mate
Indoor office staff assistant	IV	Clerical assistant, indoor sales staff Indoor sales staff assistant A + B
Flower binder	IV	Agricultural worker
Flower cutter	IV	Agricultural worker
Messenger/mailroom assistant	I	Mailroom assistant
Bookkeeper's assistant	I	Clerical assistant A to D
Clerical assistant	I	Clerical assistant A to D

General titles	Discipline	Reference job
Accountant Modern Business Administration (MBA)/Higher National Diploma (SPD) level	I	Bookkeeper
Refreshment bar assistant	IV	Hotel and restaurant service assistant Catering assistant
Cashier	IV	Cashier
Call centre agent	IV	Call centre agent A to C Indoor sales staff assistant A + B
Catering assistant	IV	Kitchen help Washer-up Catering assistant
Driver	II	Driver delivery van/courier
Driver large vehicles	II	Driver delivery van/courier
Driver small vehicles/delivery van/BE	II	Driver delivery van/courier
CO <sub>2</sub> welder	II	Service mechanic A
Commercial assistant	IV	Call centre agent A to C Indoor sales staff assistant A + B Salesman
Constructional fitter	II	Service mechanic A
Constructional fitter's mate	II	Mechanic's mate A, Fitter's mate
Data typist/data entry assistant	I	Word processing assistant
Executive secretary	I	Secretary C, D Management assistant
Teacher	IV	Teacher primary education Teacher senior secondary vocational education
Electro technical assistant, Lower Vocational Education (LBO)	II	Service mechanic A Service mechanic B
Pollster	IV	Call centre agent A
Forwarding department assistant	II	Order collector Stockroom assistant A to C Forwarding department assistant/load planner
Financial (clerical) assistant	I	Clerical assistant A to D Bookkeeper
Home help	III	Home help care

General titles	Discipline	Reference job
Fork-lift truck driver/fork-lift truck machinist	II	Fork-lift truck driver
Hotel and restaurant/domestic general assistant	IV	Washer-up Kitchen help
Hotel and restaurant assistant	IV	Hotel and restaurant service assistant
Hostess	IV	Hostess
Domestic assistant	IV	General service assistant Kitchen help
Mechanic's mate	II	Mechanic's mate/Assembly operative
Industrial operative	II	Production operative
Packer/packer and unpacker	I	Packer
Intensive care assistant	III	IC nurse
Cleaning person	IV	Cleaner A
Cash-desk assistant/ cash desk/counter	IV	Cashier
Cashier shop	IV	Cashier
Waiter/waitress	IV	Hotel and restaurant service assistant Waitress Waiter
Kitchen help/kitchen assistant	IV	Kitchen help
Handyman/odd-jobber	II	General service assistant
Cook	IV	Cook, production Independently working cook Chef small restaurant
Market garden assistant	IV	Agricultural worker
Loader/unloader	II	Driver's mate Warehouse assistant
Logistics assistant	II	Stockroom assistant A to C Forwarding department assistant
Warehouse assistant	II	Warehouse assistant
Machine operator CNC	II	Mechanic A
Stockroom assistant	II	Stockroom assistant A to C
Management assistant	I	Secretary C, D Management assistant
Assembly operative	II	Mechanic's mate/ assembly operative
Mechanic	II	Mechanic A and B

General titles	Discipline	Reference job
Electrical technician	II	Mechanic A and B
Service mechanic	II	Mechanic A and B
Order collector/order picker	II	Order collector
Mail carrier	II	Mail carrier
Mailroom assistant	I	Mailroom assistant
Mail sorter	II	Mail sorter
Production operative/assistant	II	Production operative
Receptionist	I	Receptionist/telephonist A + B
	IV	Receptionist (hotel)
Receptionist medical	I	Receptionist/telephonist A + B
Cleaner	IV	Cleaner A + B
Cleaner industrial	IV	Cleaner A + B
Secretarial assistant Secretariats assistant	I	Secretary A
Waitress	IV	Hotel and restaurant service assistant Waitress
Porter (general)	II	General service assistant
Sorter production	II	Production operative
System administrator	IV	System administrator A System administrator
Telephonic help desk agent	IV	Call centre agent A to C
Telephonic complaints handler	IV	Call centre agent A to C
Telemarketer	IV	Call centre agent A to C Indoor sales staff assistant A + B
Telephonist	II	Telephonist
Telephonist/receptionist	II	Receptionist/telephonist A + B
Home care/home help A	III	Home help (basic)
Data typist/data entry assistant	I	Word processing assistant
Shelf filler	IV	Shop salesperson
Remover	II	Driver's mate
Salesperson/shop assistant	IV	Shop salesperson
Sales assistant		Sales assistant
Salesperson indoor office staff	IV	Indoor sales staff assistant A + B
Customer service assistant		
Salesperson retail trade	IV	Sales assistant
Salesperson foodstuff	IV	Shop salesperson Sales assistant
Nursing auxiliary	III	Nursing auxiliary

General titles	Discipline	Reference job
Nurse	III	Nurse orthopaedics IC nurse
Fork-lift truck driver/ fork-lift truck machinist	II	Fork-lift truck driver
Refuse collector/ household refuse loader	II	Production operative Driver's mate
Laundry assistant/laundry help	IV	Washer-up
Shop assistant	IV	Shop salesperson
Ward orderly	III	Ward orderly

#### 4. 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.*

## Part B. Remuneration scheme

### The remuneration scheme

#### Introductory provisions and definitions

1. *Salary table*

The scheme provides a table with salaries, hereinafter referred to as the salary table, as well as the associated application rules, which the temporary employment agencies will adopt when grading jobs in the salary table and when applying the salary table. 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.

2. *Job grade*

The jobs in which deployment can occur are distinguished according to the work that has to be done. Nine job grades are recognised. The salary table has nine salary scales, which correspond with the nine job grades. In part A, Job classification, of this Appendix I, 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. Part A of this Appendix I is concerned with the grading instrument, which comprises:

- the job matrix (including the job-grade characteristics);
- the decision tree diagram for grading jobs into job grades;
- the supplementary aid for grading jobs into job grades;
- the job profiles.

3. *Period-linked salary amounts*

A salary scale is composed of a starting and final 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 worker's actual wage is increased by at least 2.75 percent. The next period-linked salary amount in a scale is allocated on the basis of the period, expressed in weeks, for which the temporary worker has worked for the temporary employment agency. For the application of this article in respect of temporary employees in phases B and C, weeks in which holidays are taken after 9 September 2005 - in phase B and/or C - are counted as worked weeks, subject to a maximum of five weeks per 52 weeks. The following counting system is used for the allocation of a period-linked salary amount:

- a. In the standards table, the next period-linked salary amount is allocated in the applicable scale following each occasion that the temporary worker has worked in 52 weeks for the same temporary employment agency, without there having been an interruption of 26 weeks or more.
- b. In the recruitment table, a period-linked salary amount of 2.75 percent is allocated after a temporary worker has worked in 52 weeks for the same temporary employment agency, without there having been an interruption of 26 weeks or

more, on the understanding that the temporary worker then enters the standards table, and that the actual wage must be at least at the level of the starting salary of the job grade concerned in the standards table.

- c. For as long as the hirer's remuneration is applied pursuant to article 22, subsection 5, 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 hirer's period-linked salary amount system applies.
- d. As soon as the temporary 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.

#### Salaries

##### 4. a. *Standards table salaries*

The standards table applies to temporary employees who are not covered by the categories referred to in article 4b. The rules for applying this table are provided in articles 3, 7, 8 and 9 of the normal remuneration scheme.

*Standards table in euros as at 2 July 2007*

Job grade	Starting salary (per hour in euros)	Final salary (per hour in euros)	Standard period-linked salary amount(as percentage)
1	8.24	10.42	2.75
2	8.49	11.06	2.75
3	8.81	11.79	2.75
4	9.21	12.71	2.75
5	9.63	13.70	2.75
6	10.10	14.87	2.75
7	10.70	16.14	2.75
8	11.36	18.29	2.75
9	12.14	20.58	2.75

##### 4. b. *Recruitment table salaries*

Temporary workers with no work experience are graded in the recruitment table; the people who qualify for this are the long-term unemployed (in accordance with the normal definitions; currently usually longer than one year), reintegration target groups (in accordance with the normal definitions and arrangements), school leavers, people re-entering the labour market and holiday workers (in accordance with article 34 of the Collective Employment Agreement). The recruitment table also applies in special cases, which are further described in article 4c of the Remuneration scheme for Temporary Employees. The rules for

applying the table are provided in articles 3, 7, 8 and 9 of the normal remuneration scheme.

4. c. *Special applicability of recruitment table*

The recruitment table applies in the cases referred to in Appendix III, besides those referred to in article 4b.

*Recruitment table in euros from 1 July 2007*

Job grade	Starting salary (per hour in euros)	Standard period-linked salary amount (as percentage)
1	7.60	2.75
2	7.60	2.75
3	7.60	2.75

4. d. *Salaries of young persons*

Temporary employees 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	percent
age 16	34 1/2	percent
age 17	39 1/2	percent
age 18	45 1/2	percent
age 19	52 1/2	percent
age 20	61 1/2	percent
age 21	72 1/2	percent and
age 22	85	percent

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.

4. e. *Mandatory correction in connection with the Statutory Minimum Wage*

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 not in breach of the Minimum Wage and Minimum Holiday allowance Act.

4. f. *Application of hirer's remuneration*

If the temporary employment agency agrees that the hirer's remuneration applies in accordance with article 22, subsection 5, under a, the temporary employment agency applies the hirer's remuneration from the first day of the length of stay in the hirer's organisation. The application of the hirer's remuneration, pursuant to both article 22, subsection 5, under a, and the application of article 22, subsection

5, under b, may result in lower remuneration than the amount stated in the remuneration scheme of the present Collective Employment Agreement.

4. g. *Information on hirer's remuneration*

The application of the hirer's remuneration, as referred to in article 22, subsection 5, is based on the information the hirer provides on the size of the wage, the applicable working hours reduction, the size of the period-linked salary amount, the size and time of the initial wage increase, allowances, bonuses and job grade.

The aforementioned application of the hirer's remuneration shall never be with retro-active effect.

5. a. *Table of bonuses for irregular working hours*

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:

<b>Table of minimum bonus factors</b>			
time zone	early	normal	late
period	00:00-07:00	07:00-18:00	18:00-00:00
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 holiday 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:

<b>Table of maximum bonus factors</b>			
time zone	early	normal	late
period	00:00-07:00	07:00-18:00	18:00-00:00
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

5. b. *Bonuses for irregular working hours of the hirer*  
 If the temporary employment agency applies the wage of the client in accordance with article 22, subsection 5, the temporary employment agency shall apply the bonus factor for irregular working hours that corresponds with the applicable factor under similar circumstances in the client's organisation.
5. c. *Dispensation*  
 Without being obliged to apply article 22, subsection 5, the temporary employment agency is permitted to apply the bonus factor for irregular working hours that corresponds with the applicable factor under similar circumstances in the client's organisation; dispensation of the parties to the Collective Employment Agreement is required, if the temporary employment agency wishes to do so. Dispensation requests must be submitted to the secretariat of the Algemene Bond Uitzendondernemingen.
6. a. *Overtime bonus*  
 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. Overtime continuing after the normal working hours that lasts no longer than half an hour is not classified as such.  
 The bonus factor shall be at least 1.25.  
 The bonus factor shall not exceed 1.50.

- 6. b. *Overtime bonus of the hirer*  
If the temporary employment agency applies the hirer's remuneration in accordance with article 22, subsection 5, the temporary employment agency shall apply the overtime bonus that corresponds with the applicable factor under similar circumstances in the client's organisation.
- 6. c. *Dispensation*  
Without being obliged to apply article 22, subsection 5, the temporary employment agency is permitted to apply the overtime bonus that corresponds with the applicable factor under similar circumstances in the client's organisation; dispensation of the parties to the Collective Employment Agreement is required, if the temporary employment agency wishes to do so. Dispensation requests must be submitted to the secretariat of the Algemene Bond Uitzendondernemingen.
- 6. d. If articles 6a and/or 6b are applied, articles 5a and 5b shall not apply.
- 6. e. The temporary employment agency may agree in writing with the temporary employee that, contrary to the provisions of articles 5.a, 5.b, 6.a and 6.b of this appendix, 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.

At the temporary employment agency's own discretion, these compensation hours may be accrued in time or in money. Here, "accrued in money" means compensation in time, insofar as the countervalue in money of the accrued hours is sufficient at the time they are taken.

The awarding to the temporary employee of the compensation hours accrued in this way shall take place over time. In any case, the compensation hours shall be paid out if, and as soon as, the temporary employee has not acquired an entitlement to the actual wage for a period of six weeks.

The temporary employment agency shall provide the temporary employee with a written statement of his/her compensation hours at least once a month.

- 7. Appendix I part B (remuneration scheme) includes a recruitment table and a standards table. Any changes made to these tables are processed as follows. The parties to the Collective Employment Agreement for Temporary Employees shall meet every year, before 1 July, to consult about adjustments to the amounts stated in the standards table; the adjustments shall come into effect on 1 July of that year. The statutory increases to the minimum wage shall be applied to the amounts stated

in the recruitment table. The table that applies from 2 July 2007 is included in Appendix I, Remuneration scheme for Temporary Employees.

8. The bonuses and multiplication factors allocated on the grounds of articles 5a, 5b, 6a, and 6b of the Remuneration scheme for Temporary Employees included in Appendix I shall be paid on the actual wage.
9. Move to other temporary employment agency  
As far as possible, temporary employment agencies that deploy a temporary worker who was formerly deployed by another agency, shall take into account the temporary worker's job grade with the other agency.  
In the case of a temporary worker performing temporary work for a temporary employment agency that has to be considered as a successive employer pursuant to legislation and this Collective Employment Agreement, the temporary employment agency must continue the accumulation of entitlements in accordance with this remuneration scheme.

#### **Procedural rules**

10. The hourly remuneration payment is made in cash, giro-based or by cheque at the end of each week/month/period, together with the payment for any bonuses stated in articles 5 and 6 of this remuneration scheme. The temporary employment company is also permitted to pay the wage partly in kind, taking into account the legislation (see article 7:617 of the Netherlands Civil Code). If the temporary employment agency wishes to allocate the wage in this way, it may only do so subject to the following restrictions:
  - a. Payment in kind is only possible for the costs relating to accommodation and transport;
  - b. Any payment of part of the wage in kind must be agreed with the temporary worker beforehand;
  - c. Any part of the wage that is paid in kind must be specified on the wage slip;
  - d. Any payment of the wage in kind forms part of the actual wage on which reserves for, or the accumulation of wages during, holidays, waiting days, special leave, short-term absence, public holidays (insofar as applicable) and the holiday allowance takes place;
  - e. Payment of wage in kind is only possible for the amount due to the employee in excess of € 7.60 per hour\*.

\* *explanation: this amount is the same as the hourly wage in the recruitment table and is always adjusted, if the statutory minimum wage is adjusted. This does not affect the fact that the temporary worker may be entitled to a higher hourly wage on the basis of this Collective Employment Agreement.*

11. Prior to the commencement of each placement, temporary workers are notified in writing of the job grade, the number of weeks worked at the same temporary employment agency and the allocated actual wage. The temporary worker is also presented with the outcome of the application of the decision tree diagram with regard to job-grade characteristics:
  - a. nature of the work;
  - b. indication of the required knowledge, skills/experience;
  - c. degree of independence;
  - d. decision to apply the hirer's remuneration (article 22, subsection 5, under a) and, if applicable, the job grade.
12. The temporary worker shall be notified in writing of any switch to the hirer's remuneration on the basis of 22, subsection 5, under b.
13. At least once a month, temporary workers shall be issued with a payslip. Prior to the commencement of deployment, the temporary employment agency shall enquire as to how the temporary worker would like to be provided with the payslip, i.e., in person or by post. If the temporary worker agrees, settlement may be by electronic post, instead of normal post. The payslip shall also include the following details:
  - a. the total gross remuneration, divided, if necessary, into normal, bonus and overtime hours;
  - b. any supplements;
  - c. any expense allowances;
  - d. deductions, such as those for Sickness Benefits Act (ZW), General Old Age Pensions Act (AOW) / Dependants Benefits Act (ANW), Unemployment Insurance Act (WW), Occupational Disability Insurance Act (WAO), National Health Insurance Act (ZFW) and Wages and Salaries Tax Act;
  - e. the net amounts paid per payment period;
  - f. the (cumulative) reserves for short-term absenteeism, public holidays, holidays and days off, and the holiday allowance, in both percentages and euros;
  - g. the applicable job grade (scale) on the basis of this Collective Employment Agreement.
14. At the end of the labour relationship, the temporary employment agency undertakes to provide the temporary worker with a statement indicating the job grade in which the temporary worker was placed and the number of weeks for which the person worked for the temporary employment agency concerned. The statement will generally correspond with the written statement described in article 16 of this Collective Employment Agreement.

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

#### **15. *Consultation***

Temporary 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 worker must consult with the member of the temporary employment agency workforce who graded the job. Upon request, the member of the temporary employment agency workforce provides the temporary worker with a written grading decision. The grading decision is taken on the basis of the grading instrument described in part A. Job classification. The temporary employment agency shall provide the temporary worker with the decision within six weeks of the request. The grading decision shall inform the temporary worker of the term and body to which objections may be submitted.

#### **16. *Objection***

Temporary 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 worker must submit a written objection to the management or the department of the temporary employment agency the management has designated. A submitted objection must indicate the reasons why the temporary worker believes the job has been incorrectly graded vis-à-vis the reference job(s) that are used for grading. The objection's receipt shall be confirmed in writing.

The temporary employment corporate management shall obtain information on the grading from the branch and temporary 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 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 temporary 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.

#### **17. *Appeal procedure***

Within six weeks of the management's decision, the temporary worker may submit a written appeal to the job classification committee established by the parties to the Collective Employment 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 admis-

sible, 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 temporary 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).*

**Appendix II Reserves, deductions and waiting day compensation 2007**

1. a. The percentage referred to in article 27, subsection 5, of the present Collective Employment Agreement is 10.43 percent for 2007 and 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 (in 2007: 230) is obtained by deducting from the number of calendar days in a given year (in 2007: 365), the number of days off (24) allocated on a full-time annual basis, as well as the number of Saturdays (in 2007: 52), Sundays (in 2007: 52) and the number of public holidays that do not fall on a Saturday or Sunday (in 2007: 7). The allocation is expressed as a percentage, arithmetically rounded off to two decimal places.
- b. In the event of a departure on the grounds of article 35, subsection 2 from the rule referred to in article 27, subsection 5, of this Collective Employment Agreement, the percentage for the holiday reserve in 2007 shall be 8.30 percent (calculated on the basis of 20 days' holiday, in accordance with the rule for holiday workers) and 2.13 percent of the actual wage shall be paid out in money, on a weekly/monthly/periodic basis.
2. The percentage referred to in article 29, subsection 3, of the present Collective Employment Agreement is 0.6 percent for 2007.
3. The percentage referred to in article 30, subsection 2, under a, of the present Collective Employment Agreement, is 3.04 percent for 2007 and is calculated as follows. The number of public holidays that do not fall on a Saturday or Sunday (in 2007: 7) is divided by the number of workable days in a given calendar year. The number of workable days (in 2007: 230) is obtained by deducting from the number of calendar days in a given year (in 2007: 365), the number of days off (24) allocated on a full-time annual basis, as well as the number of Saturdays (in 2007: 52), Sundays (in 2007: 52) and the number of public holidays that do not fall on a Saturday or Sunday (in 2007: 7). The allocation is expressed as a percentage, arithmetically rounded off to two decimal places.

4. The percentage referred to in article 34, subsection 2, of the present Collective Employment Agreement is 8.30 percent for 2007 and 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 (in 2007: 241) is obtained by deducting from the number of calendar days in a given year (in 2007: 365), the number of days off (20) allocated on a full-time basis to holiday workers, as well as the number of Saturdays (in 2007: 52) and Sundays (in 2007: 52). The allocation is expressed as a percentage, arithmetically rounded off to two decimal places.
5. For 2007, the percentage referred to in article 32, subsection 5, of the present Collective Employment 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 2007, the percentage referred to in article 32, subsection 6, of the present Collective Employment Agreement is 0.71 percent and 1.16 percent for the premium contribution groups Temporary Employment Businesses I and Temporary Employment Businesses II respectively.

**Appendix III Remuneration under standards table and with application of minimum wage**

1. Contrary to article 22 of this Collective Employment Agreement and subject to receiving dispensation from the remuneration committee described below, temporary 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 temporary employment agency decides to apply the (lower) scales of the hiring company, while applying the present Collective Employment Agreement for other payments (bonuses and so forth).
2. Contrary to article 22, the recruitment table (see article 4c Appendix 1, part B (remuneration scheme)) 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 Employment Agreement).

The recruitment table may only be used in the aforementioned cases at the request of one of the parties to this Collective Employment Agreement for Temporary Employees and subject to a decision to that effect by the joint remuneration committee referred to in article 23, subsection 5. There must also 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 Employment Agreement for Temporary Employees shall continue to apply in full to all other matters.

#### Appendix IV **Supplementary rule relating to article 35**

This rule applies to temporary workers who are recruited in groups by, or on the instructions of, a temporary employment company 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.

1. The temporary 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. Transport that is offered under the employer's own management must meet the legal requirements.
2. If the temporary employment agency provides group accommodation, the temporary employment agency shall ensure that the temporary worker is provided with accommodation at a realistic cost in accordance with the relevant legal requirements. The temporary employment agency shall not seek to make a profit on the temporary worker's accommodation.
  - a. Permitted types of accommodation are:
    - Normal house
    - Hotel/guest house
    - Housing units in a complex of buildings
    - Recreational bungalows
  - b. The available housing space per person must be at least 10 m<sup>2</sup>;
  - c. The statutory rules must be followed with regard to occupants' facilities. Accommodation must include proper sanitary, cooking and heating facilities and must be sufficient for the specific accommodation purposes of the specific group of employees.
  - d. The fire safety must at least comply with statutory and municipal regulations. Likewise in the case of individual houses, the temporary employment agency shall pay serious attention to fire safety. (In normal houses this might include installing approved fire extinguishers, fire blankets and smoke detectors, for example.)
  - e. Sufficient information must be clearly available at the location, in the national language, with recommended actions and the telephone numbers of public services to call in the event of an emergency.
3. As the case arises, if the temporary employment agency provides help with completing a T-form (tax form) any resulting refund must be deposited in the temporary worker's account.

4. The temporary employment agency shall make an effort to provide proper social guidance on health care for temporary workers living in group accommodation. The temporary employment agency must, of course, also take into account the temporary worker's freedom in the choice of general practitioner and shall respect the privacy of correspondence.
5. The temporary employment agency shall ensure that the employment contract and associated documents are available in Dutch as well as in the language of the person concerned.
6. The temporary employment agency shall provide the temporary worker with extra information relating to the Collective Employment Agreement, the Working Hours Act (Arbeidstijdenwet) and possibly other subjects.
7. The temporary employment agency is obliged to offer health insurance, which the temporary worker is not obliged to accept. The temporary employment agency is also obliged to inform the temporary worker of the benefits and necessity of taking out health insurance.

Appendix V **Wage increase**  
Ceased to apply.

Appendix VI **Matrix Temporary employees with a foreign employment contract (Terms of Employment (Cross-border Work) Act (Waga))**

The matrix below shows which provisions of this Collective Employment Agreement apply, either in full or after amendment, to the employees referred to in article 35A of this Collective Employment Agreement.

General	Article 1	Definitions
	Article 34	Holiday workers
	Article 35	Temporary workers not permanently resident in the Netherlands
	Article 45	Compliance
Maximum working times and minimum rest periods	Article 20	Work and rest times
	Article 19	Time registration form
	Article 29	Short-term absenteeism & special leave
Minimum number of holidays	Article 27	Holidays
	Article 28	Holiday allowance
	Article 30	Generally recognised public holidays

Minimum wage	Article 21	Job classification
	Article 22	Remuneration
	Article 23	Skilled workers
	Article 23a	Temporary employees working in the construction industry
	Article 25	Payslip
	Article 33	Work-related Expenses and Allowances
	Appendix 1	Remuneration scheme for Temporary Employees
	Part A	Job classification
	Part B	Remuneration scheme
	Appendix III	Remuneration under standards table and with application of minimum wage
	Appendix VII	Divergent working conditions for temporary employees working in the construction industry
Conditions for the provision of workers	Article 5	Conditions of deployment
	Article 15	Misuse of entitlement
Health, safety and hygiene at work	Article 17	Relationship between temporary employee/client/temporary employment agency
Protective measures concerning the terms of employment and working conditions of children, young persons and pregnant employees or employees who have recently given birth. Equal treatment of men and women	Article 3, subsection 1	Equality of rights

Article		Applicable parts
Article 1	Definitions	letters a to h, with the deletion in letter b and c of: 'for the purposes of part 7.10 of the Netherlands Civil Code' letters n to q
Article 3	Equality of rights	■ Subsection 1
Article 5	Conditions of deployment	<ul style="list-style-type: none"> <li>■ Subsection 1 as follows: 'The temporary employment agency provides the temporary employee with the text of the Collective Employment Agreement provisions in this appendix.'</li> <li>■ Subsection 2 with text amended as follows: 'the temporary employment agency and the temporary employee make agreements, set down in writing, regarding the job, working hours and payment, taking into account the Collective Employment Agreement provisions and appendices summarised in this appendix (if the hirer's remuneration referred to in article 22, subsection 5, applies, then the agreements described in this subsection will be concluded taking into account the arrangements that apply in the hirer's organisation).'</li> <li>■ Subsection 3 Divergences from the summarised provisions and appendices of the Collective Employment Agreement for Temporary Employees are only permissible if they benefit the temporary employee and provided the divergence is agreed on in writing at the start of implementation of the temporary employment contract between the temporary employment agency and temporary employee.</li> </ul>
Article 15	Misuse of entitlement	■ In full
Article 17	Relationship between temporary employee/ client/ temporary employment agency	<ul style="list-style-type: none"> <li>■ Subsection 3</li> <li>■ Subsection 4</li> </ul>
Article 19	Time registration form	■ In full

Article 20	Work and rest times	■ In full
Article 21	Job classification	■ In full
Article 22	Remuneration	■ Subsection 1 (this refers to appendix I, see details in appendix I below). ■ Subsection 5, letters a and b, the reference to subsections 2, 3 and 4 ceases to apply.
Article 23	Skilled workers	■ Subsection 1
Article 23A		■ Temporary employees working in the construction industry ■ In full
Article 25	Payslip	■ 'With each wage payment, the temporary employee shall be provided with a written statement of the gross wage sum, the amounts from which the gross wage is composed, the number of hours worked and any bonuses paid on top of the hourly wage, with details of the type of bonus and the hours.'
Article 27	Holidays	■ Subsection 1 ■ Temporary workers are entitled to continued payment of the actual wage during their holidays, insofar as the right to holidays has been accumulated pursuant to subsection 1, of this article. Temporary employees who are still entitled to holidays when the temporary employment contract expires shall be entitled to a financial payment for those holiday entitlements. ■ Subsection 8
Article 28	Holiday allowance	■ In full
Article 29	Short-term absenteeism and special leave	■ Subsection 1 with the following addition: 'In such cases the temporary employee is entitled to continued payment of the actual wage.'
Article 30	Generally recognised public holidays	■ Subsection 1 ■ Subsection 2 as follows: 'The temporary worker shall be entitled to continued payment of the actual wage on public holidays on which the temporary worker did not work on account of that public holiday.'

Article 33	Work-related Expenses and Allowances	■	In full
Article 34	Holiday workers	■	Subsection 1 ■ Subsection 2 as follows: The provisions summarised in this appendix likewise apply to holiday workers, however, on the understanding that, contrary to article 27, subsection 1, 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.'
Article 35	Temporary workers not permanently resident in the Netherlands	■	Subsection 1 ■ Subsection 4 ■ Subsection 5 ■ Subsection 7 ■ Subsection 8
Article 35A	Temporary employees with a foreign employment contract under the Terms of Employment (Cross-border Work) Act (Waga)	■	In full
Article 45	Compliance	■	In full

## Appendix I

### Remuneration scheme for Temporary Employees

<i>Part A</i>	<i>Job classification</i>	■	In full Foreign diplomas issued at the EC level that are comparable with the diplomas referred to in the Collective Employment Agreement will be recognised. Contact the IDW- Evaluation of Foreign Credentials division of the Centre for Work and Income (CWI) on +31 (0)79 - 321 79 30.
<i>Part B</i>	<i>Remuneration scheme</i>		
1.	Salary table	■	In full, with the exception of final salaries of a salary table
2.	Job grade	■	In full
4.	Salaries		
4a.	Standards table salaries	■	In full with the exception of final salary and standard period-linked salary amount

4b. Recruitment table salaries	■	In full
4c. Special applicability of recruitment table	■	In full with the exception of standard period-linked salary amount
4d. Salaries of young persons	■	In full
4e. Mandatory correction in connection with the Statutory Minimum Wage	■	In full
4f. Application of hirer's remuneration	■	In full
4g. Information on hirer's remuneration	■	In full
5a. Table of bonuses for irregular working hours	■	Only table of minimum bonus factors
5b. Bonuses for irregular working hours of the hirer	■	In full
5c. Dispensation	■	In full
6a. Overtime bonus	■	In full with the exception of final sentence
6b. Overtime bonus of the hirer	■	In full
6c. Dispensation	■	In full
6d.	■	In full
7	■	In full
8	■	In full
9 Move to other temporary employment agency	■	In full
10 Procedural rules	■	The hourly remuneration payment is made in cash, giro-based or by cheque at the end of each week/month/period, together with the payment for any bonuses stated in articles 5 and 6 of this remuneration scheme.
11	■	In full
12	■	In full
13	■	In full with the exception of the deductions, such as those for Sickness Benefits Act (ZW), General Old Age Pensions Act (AOW) / Dependants Benefits Act (ANW), and g and f as follows: 'Accumulated holidays and accumulated holiday allowances'.
14	■	In full
<b>Appendix III</b>		
Remuneration under standards table and with application of minimum wage	■	In full

**Appendix IV**

Supplementary rule relating to article 35 ■ In full

**Appendix VII**

Divergent working conditions for temporary employees working in the construction industry ■ In full

**Appendix VII Divergent working conditions for temporary employees working in the construction industry**

*The provisions of this appendix are a detailed description of the stipulations of article 23A of this Collective Employment Agreement.*

*References in this appendix to articles in the Collective Employment Agreement for the Construction Industry are references to the decree of 25 October 2006 published in the Government Gazette of 27 October 2006, number 210 declaring the collective employment agreement binding (AVV besluit), most recently revised by a decree of 15 December 2006 (Government Gazette of 19 December 2006, number 247).*

1. The provisions of this Collective Employment Agreement likewise apply to temporary employees who are deployed to a hirer that comes within the scope of the provisions of the Collective Employment Agreement for the Construction Industry (hereinafter: the construction company). By way of supplement to this, a divergent package of working conditions applies for those temporary employees.
2. The Collective Employment Agreement for the Construction Industry includes provisions on construction site jobs and executive, technical and administrative jobs. This division also applies to temporary employees deployed in these different jobs.
3. Temporary employees who are deployed to construction companies, as referred to in subsection 1 of this provision, are further defined as skilled workers or newcomers.

*Skilled workers in a construction site job*

4. A skilled worker in a construction site job is defined as a temporary employee who:
  - a. follows a study programme, as referred to in article 28, subsection 3, of the Collective Employment Agreement for the Construction Industry, pursuant to a professional practice education agreement; or
  - b. is in possession of a diploma or practice certificate from a study programme, as referred to in article 28, subsection 3, of the Collective Employment 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 purposes of the Collective Employment Agreement for the Construction Industry (immediately preceding the commencement of the tem-

- porary employment or - as soon as this is the case - while performing the temporary employment in the construction industry).
5. With regard to skilled workers in a construction site job, contrary to article 22, subsection 5, letter b, the application of the hirer's remuneration shall apply, starting from the first day of the length of stay of the skilled worker with the hiring company.
  6. Contrary to the provisions of this Collective Employment Agreement, the following supplementary working conditions from the Collective Employment Agreement for the Construction Industry shall apply for skilled workers in a construction site job:
    - article 11a, subsections 1, 2, 3, 7 and 8 (four-day working week)
    - article 18 (stand-by service)
    - article 33 (work-related expenses and allowances)
    - article 36 (stand-by allowance)
    - article 42 (travelling time allowance)
    - article 92 (foreign employees)
  7. The obligation to continue to pay wages, as referred to in article 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 Employment Agreement for the Construction Industry prevent the work from continuing. In this case, the temporary 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*

8. Skilled workers in executive, technical and administrative jobs
  - 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 Employment Agreement for the Construction Industry (immediately preceding the commencement of the temporary employment or - as soon as this is the case - while performing the temporary employment in the construction industry).

Newcomers are employees who are deployed to a company that comes within the scope of the provisions of the Collective Employment Agreement for the Construction Industry and who are not covered by the definition of a skilled worker as described above.
  - 9. With regard to skilled workers in executive, technical and administrative jobs, contrary to article 22, subsection 5, letter b, the application of the hirer's remuneration shall apply from the first day of the length of stay with the hiring company.

10. Contrary to the provisions of this Collective Employment Agreement, the following supplementary working conditions from the Collective Employment Agreement for the Construction Industry shall apply for skilled workers in executive, technical and administrative jobs:  
article 11b, with the exception of subsections 8 and 9 (our-day working week)  
article 92 (foreign employees)

*Newcomers*

11. With regard to newcomers in both construction site jobs and executive, technical and administrative jobs, contrary to article 22, subsection 5, letter b, 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)

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

12. This appendix likewise applies to temporary employees who are deployed from abroad by a foreign temporary employment agency to a client in the Netherlands that comes within the scope of the provisions of the Collective Employment Agreement for the Construction Industry, and whose employment contract is governed by the law of a country other than the Netherlands.

## Protocols

### Protocol A **Training & Development Foundation**

A foundation for training and development has been founded, namely the training and development foundation for the flex-sector (Stichting Opleiding en Ontwikkeling Flexbranche (STOOF)). One of the foundation's objectives is to encourage training courses for temporary employees. The foundation will also focus on obtaining European and national subsidies to fund training projects. It will also expressly concentrate on groups that are somewhat remote from the labour market.

The foundation's board shall be equally composed of four representatives from the side of the employees and four representatives from the side of the employer. The foundation's board shall draw up its own regulations. The charter for the training & development foundation (Stichting voor Opleiding & Ontwikkeling) have been laid down in the Collective Employment Agreement Social Fund for the Temporary Employment Sector.

### Protocol B **Collective Redundancy (Notification) Act (protocol for article 13)**

The parties to the Collective Employment Agreement for Temporary Employees, considering:

- that article 13 of the Collective Employment Agreement stipulates that for the duration of a temporary employment contract for a definite or indefinite period, the temporary employment agency is obliged to offer suitable substitute employment in the event of the cessation of the contract for the hiring of professional services;
- that article 13 also stipulates that, for the aforementioned redeployment, the temporary 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 temporary worker concerned;
- that the temporary 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;
- that the parties would like to prevent the aforementioned waiting period from being combined with the waiting period of one month referred to in article 6, subsection 1, of the Collective Redundancy (Notification) Act (WMCO).

The parties confirm 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 employee representative organisations with an interest in this matter that they have been consulted, requests shall be accepted for processing immediately.'*

The parties establish that the obligation of the legal affairs department of the CWI (Central organisation for work and income) to take into account the period referred to in article 6, subsection 1, of the Collective Redundancy (Notification) Act shall be in order, 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 the CWI generally cover a province. A temporary employment agency usually has more than one branch in a province. Branches are generally financially and economically independent units of the temporary employment agency.

The size of the CWI's working area on the one hand and, on the other, the organisation of temporary employment agencies means that a situation could occur in which dismissal permits requested by branches within the three-month period referred to in article 6, subsection 1, of the Collective Redundancy (Notification) Act resulted in the mass redundancy referred to in the Collective Redundancy (Notification) Act, without the relationship in the proposed dismissals existing that the Act assumes. After all, the figure of twenty could occur because branches requested permits in a case in which no structural reduction in the number of contracts for professional services in a hirer's organisation took place. In achieving the figure of twenty, the CWI's legal affairs department shall put to one side for a month any dismissal permit requests that are still pending.

In the aforementioned case, the temporary employment agency would have to take into account the waiting period of one month referred to in article 6, subsection 1, of the Collective Redundancy (Notification) Act, in addition to the redeployment period referred to in article 13 of the Collective Employment Agreement.

The parties to the Collective Employment Agreement believe that this double waiting period would not be advisable in such a case. In such a case, they agree that the employee representative organisations will, in principle, immediately issue a statement of consultation, as referred to in article 6a. of the Collective Redundancy (Notification) Act. This does not affect the fact that, in situations in which employee representative organisations believe that the temporary employment agency is attempting to circumvent the principle of the Collective Redundancy (Notification) Act, a statement of this kind will not be provided and that they will enter into discussions with the temporary 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 hirer, i.e. an employer, as referred to in article 1 of the Collective Redundancy (Notification) Act, terminating the contract for professional services(s) for a group of more than twenty temporary employees all at once, the temporary

work employer shall report the fact to the employee representative organisations concerned with this Collective Employment 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 temporary employment agency is not able to redeploy all the temporary employees workforce that are affected and a group of twenty or more temporary workers in phase C remain, the employee representative organisations shall, in principle, issue the statement referred to in article 6a, so that the temporary work employer need not take into account the waiting period referred to in article 6, subsection 1, of the Collective Redundancy (Notification) Act. In that case, the temporary 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 member of the temporary employment agency workforce concerned 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 worker has received in the thirteen weeks preceding 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 employee representative organisations and temporary 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 article 6a of the Collective Redundancy (Notification) Act.

In a case of mass redundancy as referred to here, the temporary employment agency shall not be obliged to take into account the waiting period referred to in article 13, subsection 7, of the Collective Employment Agreement, provided the agency has made the attempts at redeployment referred to in article 13, subsection 2, of the Collective Employment Agreement.

If and insofar as there is a case of mass redundancy as referred to here, the temporary employment agency, in consultation with the employee representative organisations, may agree, in an agreement announced as a Collective Employment Agreement, to depart from the provisions of article 11, subsection 4, of this Collective Employment Agreement, subsections 2 and 4 of article 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 temporary employment agency may agree to depart from the provisions on the legal status and periods of interruption stipulated in articles 8 and 14 of the Collective Employment Agreement and in articles 7:691 and 7:668a of the Netherlands Civil Code (insofar as they constitute a so-called

'driekwart dwingend recht', a law which is "three-quarters mandatory", meaning that departures are only possible insofar as laid down in a Collective Employment 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 Student scheme**

The parties shall hold further consultations on specific schemes concerning students.

**Protocol D Sickness and recovery**

The agreements in the ARBO Covenant that qualify shall be anchored in the Collective Employment Agreement. The sector supervision committee shall submit proposals for this to the Collective Employment Agreement consultations

The parties have agreed that, with the anticipated introduction of continued wage payments by the employer in the second year of sickness, they shall immediately hold consultations to deal with the consequences; the consultations will include subjects such as: sickness means the end of the contract for professional services, the wage supplement in the event of sickness, waiting days and the Eligibility for Permanent Invalidity Benefit (Restrictions) Act.

The discontinuation of the regulations of article 10, subsection 4, of the Collective Employment Agreement is a point for discussion for employers. The technical amendment of article 32, subsections 3 and 5 is a point for discussion for employees.

**Protocol E Decision tree diagram investigation**

The parties shall commission the Association for the Registration of Subcontracting (Vereniging Registratie Onderaanneming (VRO)) to conduct an investigation of the practical operation of the decision tree diagram referred to in Appendix I, Remuneration scheme for Temporary Employees, part A, point 2. The exact set-up of the investigation and the required results shall be the subject of further consultations.

**Protocol F Carousel**

The parties have not been able to work out the full details of all the subjects in this Collective Employment Agreement. They agree that they shall work out arrangements for the subjects indicated below, in the following order:

1. Sickness (as well as the Work and Care Act and Basic Childcare Provision Act) before 1 April 2004;
2. Pension scheme from 1 January 2005;
3. Training;
4. Compliance;
5. Legal status.

#### Protocol G **Disputes committee**

The parties to the Collective Employment Agreement for Temporary Employees, considering that

- the disputes committee has acquired a recognisable function in a dispute concerning the implementation and application of the Collective Employment Agreement for Temporary Employees;
- in accordance with article 38, subsection 10, of the Collective Employment Agreement for Temporary Employees, the disputes committee provides the parties to this agreement with information by providing an overview of its decisions, whereby the anonymity of the parties involved in the dispute is guaranteed;
- the parties involved in the dispute must have the same position, agree as follows:
  1. Within the framework of this agreement and the arbitration rules, the disputes committee must provide the parties to this Collective Employment Agreement with greater clarity about the handling of the dispute.
  2. Within the framework of this agreement and the arbitration rules, the disputes committee must provide timely notice of the dispute to the parties to this Collective Employment Agreement.
  3. A number of files shall be studied in greater detail during the course of the year apropos of the handling of the dispute in relation to the reasonableness of the decision.

#### Protocol H **Holiday arrangements**

The parties to the Collective Employment Agreement for Temporary Employees, 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 uses 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.

#### Protocol I **Pay increase system**

Ceased to apply.

#### Protocol J **Transitional right**

The Collective Employment Agreement for Temporary Employees 2004-2009 shall come into force on 29 March 2004. The system of phases included in this Collective Employment Agreement differs from that included in the Collective Employment Agreement for Temporary Employees 1999-2003. Different provisions on the remuneration scheme have also been agreed. On 29 March 2004, all active and inactive temporary workers

shall be graded pursuant to the legal status system that applies in this Collective Employment Agreement.

The transitional right concerning legal status and remuneration and training is set out below.

The starting points of the transitional right are the principles of the immediate operation of the new regulations and respect for rights that have already been obtained.

### **Transitional right Legal status**

#### *Phase 1: working on 29 March 2004*

1. Temporary workers who are working in phase 1 on 29 March 2004, on the grounds of a temporary employment contract, shall enter phase A. The weeks in which temporary work has already been performed for the same temporary employment agency in phase 1 shall be deducted from the maximum duration of 78 weeks in phase A. Otherwise, article 8 of this Collective Employment Agreement shall apply\*<sup>1</sup>.

#### *Phase 1: working before 29 March 2004*

2. In the case of temporary workers who are working in phase 1 before 29 March 2004 and whose work is interrupted on or after 29 March 2004 for a shorter period than 26 weeks, between two temporary employment contracts, the number of weeks that the interruption concerned has already lasted shall be counted for the interruption regulations in phase A\*<sup>2</sup>, if a new temporary employment contract with the same temporary employment agency is concluded on or after 29 March 2004. If the interruption since the most recent temporary employment contract in phase 1 has already lasted 26 weeks or more on or after 29 March 2004, the temporary worker shall enter at the start of phase A, if a new temporary employment contract with the same temporary employment agency is concluded on or after 29 March 2004.

#### *Phase 2: working on 29 March 2004*

3. Temporary workers who are working in phase 2 on 29 March 2004, on the grounds of a temporary employment contract, shall enter phase A. The weeks in which temporary work has already been performed for the same temporary employment agency in phases 1 and 2 together, insofar as no interruption of longer than three months occurred in phase 2, shall be deducted from the maximum duration of 78 weeks in phase A. Otherwise, article 8 of this Collective Employment Agreement shall apply.

#### *Phase 2: working before 29 March 2004*

4. In the case of temporary workers who are working in phase 2 before 29 March 2004 and whose work is interrupted on or after 29 March for a shorter period than 26 weeks, between two temporary employment contracts, the number of weeks that the interruption concerned has already lasted shall be counted for the interruption regulations in phase A\*<sup>2</sup>, if a new temporary employment contract with the same

temporary employment agency is concluded on or after 29 March 2004. If the interruption since the most recent temporary employment contract in phase 2 has already lasted 26 weeks or more on or after 29 March 2004, the temporary worker shall enter at the start of phase A, if a new temporary employment contract with the same temporary employment agency is concluded on or after 29 March 2004.

*Phase 3: general*

5. Taking into account the provisions of subsections 6 to 10 of this protocol, temporary workers who are working in phase 3 before or on 29 March 2004, shall enter phase B.

*Phase 3: worked for 26 weeks or more on 29 March 2004*

6. Temporary workers who are working in phase 3 on 29 March 2004, for whom the collective duration of the temporary employment contracts with the same temporary employment agency in phase 3, including interim interruptions of up to three months, is 26 weeks or more, shall enter phase B. For these temporary workers, the number of temporary employment contracts already concluded with the same temporary employment agency in phase 3 shall be deducted from the maximum number of eight temporary employment contracts for a definite period in phase B. The collective duration of the temporary employment contracts in phase 3, including interruptions shorter than three months, shall also be deducted from the maximum duration of two years for phase B, in the case of working for the same temporary employment agency\*<sup>3</sup>.

*Phase 3: worked for a shorter period than 26 weeks on 29 March 2004*

7. Temporary workers who are working in phase 3 on 29 March 2004, for whom the collective duration of the temporary employment contracts with the same temporary employment agency in phase 3, including interim interruptions of up to three months, is shorter than 26 weeks, shall enter the start of phase B on 29 March 2004. The current temporary employment contract in phase 3 shall then continue in phase B. The remaining duration of that temporary employment contract after 29 March 2004 shall be deducted from the maximum duration of phase B in the case of working for the same temporary employment agency. After the expiry of the temporary employment contract concerned, up to seven temporary employment contracts for a definite period may be concluded in phase B with the same temporary employment agency.

*Phase 3: worked for a shorter period than 26 weeks, new contract on or after 29 March 2004*

8. a. In the case of temporary workers who are working in phase 3 before 29 March 2004 and whose work is interrupted on or after 29 March 2004 for a shorter period than 26 weeks, between two temporary employment contracts, the number of weeks that the interruption concerned has already lasted shall be counted for the interruption regulations in phase B, if a new temporary employ-

ment contract with the same temporary employment agency is concluded on or after 29 March 2004.

*Phase 3: interruption of up to three months*

8. b. If the interruption since the most recent temporary employment contract in phase 3 has lasted for a period of up to three months on or after 29 March 2004, the temporary worker enters at the start of phase B, subject to the application of article 8 of this Collective Employment Agreement, taking into account the provisions of article 7 of this protocol, if the temporary worker has worked in phase 3 for a shorter period than 26 weeks.

*Phase 3: interruption longer than three months and shorter than 26 weeks*

8. c. If the interruption since the most recent temporary employment contract in phase 3 has lasted longer than three months but shorter than 26 weeks on or after 29 March 2004, the temporary worker shall enter at the start of phase B. Otherwise, counting as referred to in article 8 of this Collective Employment Agreement shall be applied.

*Phase 3: interruption of 26 weeks or more*

8. d. If the interruption since the most recent temporary employment contract in phase 3 has already lasted 26 weeks or more on or after 29 March 2004, the temporary worker shall enter at the start of phase A, if a new temporary employment contract with the same temporary employment agency is concluded after 29 March.

*NB: the so-called reduced route (special counting rule for phase 4, transition to phase 4 after eighteen months with the same hiring company, see article 8 of the Collective Employment Agreement for Temporary Employees 1999-2003) ceased to apply from 29 March 2004.*

*Phase 4: general*

9. a. Temporary workers who are working in phase 4 on 29 March 2004 shall enter phase C. Otherwise, the regulations set out in article 8 shall be applied from 29 March 2004.

*Phase 4: interruption shorter than 26 weeks*

9. b. If the interruption since the most recent temporary employment contract in phase 4 has lasted for a shorter period than 26 weeks, on or after 29 March 2004, the temporary worker enters at the start of phase B, subject to the application of article 8 of this Collective Employment Agreement.

*Phase 4: interruption of 26 weeks or more*

9. c. If the interruption since the most recent temporary employment contract in phase 4 has already lasted 26 weeks or more on or after 29 March 2004, the temporary worker shall enter at the start of phase A, if a new temporary employment contract with the same temporary employment agency is concluded after 29 March 2004.

*Period and chain system: general*

10. In the case of working for the same temporary employment agency, temporary workers who worked before or on 29 March 2004 on the basis of an employment contract in the period and chain system of article 7:668a of the Netherlands Civil Code, shall continue to work on the basis of a contract or contracts on the grounds of article 7:668a of the Netherlands Civil Code. If more than three employment contracts concluded for a definite period have followed one another with an interim break of no more than three months, the most recent employment contract shall be deemed to have been concluded for an indefinite period, in accordance with the rules of article 7:668a of the Netherlands Civil Code.

*Period and chain system: interruption shorter than three months*

11. Temporary workers who worked before 29 March 2004 on the basis of an employment contract pursuant to 7:668a of the Netherlands Civil Code, who have had an interruption of no more than three months between two employment contracts on or after 29 March 2004, shall work on the basis of an employment contract pursuant to 7:668a of the Netherlands Civil Code, if a new temporary employment contract with the same temporary employment agency is concluded on or after 29 March 2004. If more than three employment contracts concluded for a definite period have followed one another with an interim break of no more than three months, the most recent employment contract shall be deemed to have been concluded for an indefinite period, in accordance with the rules of article 7:668a of the Netherlands Civil Code.

*Period and chain system: interruption of three months or longer*

12. If a temporary worker worked on the basis of an employment contract pursuant to 7:668a of the Netherlands Civil Code before 29 March 2004 and there was an interruption on or after 29 March 2004 of longer than three months, but shorter than 26 weeks, between two employment contracts, the temporary worker shall enter at the start of phase B upon concluding a new temporary employment contract with the same temporary employment agency after 29 March 2004.

*Period and chain system: interruption of 26 weeks or longer*

13. If a temporary worker worked on the basis of an employment contract pursuant to 7:668a of the Netherlands Civil Code before 29 March 2004 and there was an inter-

ruption on or after 29 March 2004 of 26 weeks or longer between two employment contracts, the temporary worker shall enter at the start of phase A upon concluding a new temporary employment contract with the same temporary employment agency after 29 March 2004.

*Period and chain system: indefinite period*

14. With the exception of the legal position provisions for temporary employment contracts in phase B, all the regulations in this Collective Employment Agreement shall be applied to employment contracts for a definite period pursuant to article 7:668a of the Netherlands Civil Code. Employment contracts for an indefinite period pursuant to article 7:668a of the Netherlands Civil Code shall enter phase C on 29 March 2004.

\*1 *Example: a temporary worker works in phase 1 and has already worked for the temporary employment agency during fifteen weeks on 29 March 2004, without an interruption of one year or longer. The new Collective Employment Agreement comes into force on 29 March 2004. The temporary worker now works in phase A. In phase A, the temporary worker may still work during 63 (78 - 15) weeks for the same temporary employment agency (with or without the temporary employment clause).*

\*2 *Example: The temporary worker works in phase 2. The temporary worker stops working on 15 March 2004. The new Collective Employment Agreement comes into force on 29 March 2004. The temporary worker starts working for the same temporary employment agency again on 20 April 2004. The weeks of the interruption before 29 March 2004 (from 15 March to 29 March) are counted in the calculation of the interruption of 26 weeks in phase A. In the example, the interruption therefore lasted for five weeks (see the definition of a week in article 1 of this Collective Employment Agreement). If this temporary worker had not started work on 20 April 2004, but 24 weeks after 29 March, the counting of phase A would have started again.*

\*3 *Example: a temporary worker working in phase 3 has started his fifth temporary employment contract for a definite period and has already worked in total in phase 3 for longer than fifteen months without an interruption of longer than three months. The present temporary employment contract (the fifth) expires in one month (which means the temporary worker has worked for sixteen months). After the expiry of the present contract, the temporary employment agency can still conclude up to three (eight - five) temporary employment contracts with the temporary worker for a definite period, for a maximum period of eight (24 - 16) months. However, the minimum duration will no longer apply to the new temporary employment contracts after 29 March 2004.*

### **Transitional remuneration right**

#### *Period-linked salary amount wage increase*

15. The next period-linked salary amount on or after 29 March 2004 to which a temporary worker is entitled pursuant to the remuneration scheme of the Collective Employment Agreement for Temporary Employees 1999-2003 is no longer an increase in the guaranteed basic hourly wage rate but an increase in the actual wage of 2.75 percent. In the case of working for the same temporary employment agency, the next period-linked salary amount will be allocated 52 worked weeks after the most recent allocation of the period-linked salary amount before 29 March 2004.

#### *Hirer's remuneration*

16. a. The counting referred to in article 22, subsection 5, under b, commenced on 29 March 2004.
  - b. In the case of temporary employment contracts that continue to be in force on 29 March 2004, on the day after the collective bargaining provisions already reported to the SMU (temporary employment sector reporting agency) before 29 March 2004 are no longer in force, it will be permissible, following on from this, to agree on the hirer's remuneration referred to in article 22, subsection 5, under a, contrary to the provisions of that article regarding the first day of the length of stay.

#### *SMU: general*

17. a. From 29 March 2004, it will no longer be possible to report Collective Employment Agreement provisions to the SMU.
  - b. Collective Employment Agreement provisions on wages and allowances that have been reported to the SMU before 29 March 2004, in accordance with article 32 of the Collective Employment Agreement for Temporary Employees 1999-2003, shall continue to apply to current and newly concluded temporary employment contracts, as long as the hirer's remuneration is not applied on the grounds of article 16 of this protocol in conjunction with 22, subsection 5, of this Collective Employment Agreement.
  - c. Collective Employment Agreement provisions reported to the SMU shall remain in force up to and including three months after the expiry date of the Collective Employment Agreement concerned but, in any case, until no later than 31 December 2004.

#### *SMU: no longer in force*

18. If the SMU reported Collective Employment Agreement provisions are no longer in force, the temporary employment agency will be permitted, following on from this, to apply the hirer's remuneration referred to in article 22, subsection 5, under a, contrary to the provisions of that article regarding the first day of the length of stay. The

temporary employment agency shall likewise be entitled to continue the current employment contract under the applicable terms of employment, subject to article 22, subsection 5, under b.

*Definite period: wage upon cessation of temporary employment*

19. If the temporary employment ceases to exist during a temporary employment contract for a definite or indefinite period that continues to be in force on 29 March 2004, the regulation referred to in article 13, subsection 3, of this Collective Employment Agreement shall apply. The wage in the new placement in phase B (in the same contract) shall be determined on the grounds of article 22 of this Collective Employment Agreement. In the case of temporary workers whose temporary employment ceased to exist on 29 March 2004, the remuneration shall not be adjusted. Article 13 subsection 5 only applies if suitable employment is accepted on or after 29 March 2004.

*Indefinite period: wage upon cessation of temporary employment*

20. If the temporary employment ceases to exist during a temporary employment contract in phase C, the regulation referred to in article 13, subsection 3, of this Collective Employment Agreement shall apply. The wage in the new placement in phase C shall be determined on the grounds of article 22 of this Collective Employment Agreement.

*Followers*

21. If, pursuant to Appendix V, subsection 1b. under 3 and subsection 2b. under 3 in conjunction with subsection 3 of the Collective Employment Agreement for Temporary Employees 1999-2003, the temporary employment agency applies the initial wage increase arising from the hirer's terms of employment regulations and, therefore, pursuant to article 5b and 6b, Appendix I part B of the Collective Employment Agreement for Temporary Employees 1999-2003, also applies the hirer's bonuses, no such application shall take place in an existing placement that continues on 29 March 2004, as long as there is no compulsory application of the hirer's remuneration pursuant to article 22, subsection 5, under b, but until no later than 31 December 2004.

**Training**

*P.E.B.: commencement of accumulation*

22. Temporary workers who are working on 29 March 2004 and who worked in temporary employment during 26 weeks or more for the same temporary employment agency, shall start to accrue the personal education budget referred to in article 39 from 29 March 2004.

*P.E.B.: budget upon commencement*

23. Contrary to the provisions of article 22 of this transitional right, temporary workers who are working subject to a temporary employment contract that continues to be in force on 29 March 2004 and who enter phase B on 29 March 2004, shall have a P.E.B. on 29 March 2004 of one percent of the actual wage for the period they have worked between 1 January 2004 and 29 March 2004.

Protocol K     **Hirer's remuneration**  
Ceased to apply from 29 March 2004.

Protocol L     **Trade union membership fee**

After notifying the temporary employment agency accordingly, temporary workers working on the grounds of a temporary employment contract for a definite or indefinite period shall be given an opportunity, at least once a year, to request the temporary employment agency to pay the trade union membership fee to one of the trade unions that are involved in this Collective Employment Agreement on the side of the employee. The trade union concerned must provide the temporary employment agency with information on how much the trade union membership fee is.

1. If and insofar as the temporary employee's wage is legally sufficient, the temporary employment agency shall pay the aforementioned trade union membership fee to the trade union or the temporary employee 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 worker's gross wage components referred to in subsection 3 of this article, as the temporary employment agency sees fit.
2. The term gross wage components means the gross wage, gross reserve for holidays in excess of the statutory entitlement, holiday allowance, gross irregular hours bonus and so forth.
3. The temporary employment agency is only obliged to pay the trade union membership fee for the period in which a temporary employment contract exists between the temporary worker and the temporary employment agency (or has existed in the case of payment in arrears).

Protocol M     **Flexible Work Sector Foundation (Stichting Arbo Flexbranche)**

The purpose of the Flexible Work Sector Foundation (Stichting Arbo Flexbranche) is to improve working conditions, reduce sickness-related absenteeism and increase the possibilities for reintegrating employees in the temporary employment sector. The Foundation's charter has been laid down in the Collective Employment Agreement Social Fund for the Temporary Employment Sector.

Protocol N **Remuneration scheme study**

The parties shall commission a study of the remuneration scheme of the Collective Employment Agreement for Temporary Employees. Subjects covered by the study shall include:

1. the application of the hirer's remuneration scheme, which will involve communication and settlement on the basis of information received from the hirer;
2. the revision of the ABU Collective Employment Agreement remuneration system;
3. the wage in the case of the employment ceasing to exist and relocation;
4. the annual wage increase in accordance with the Collective Employment Agreement index;

The study must be completed by no later than 1 April 2008.

Protocol O **Sickness and recovery studies**

The parties shall commission a study of the possibilities that exist for supplementing pay in the case of sickness. Subjects covered by the study shall include the amount and duration of the pay supplement in the case of sickness and the involvement of the accumulated period of employment in determining the pay supplement.

The parties shall commission a study of the possibilities that exist for relocating temporary employees who are partially unfit for work after 2 years but whose earning capacity is still 65 percent or more and who do not receive benefit pursuant to the Return to Work (Partially Disabled) Regulations (WGA). Part of the study agreement covers dismissal protection for phases C and B (for the duration of the contract), for those whose incapacity to work is 35 percent or lower.

Both studies must be completed by 1 January 2008.



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