

# **NBBU Collective Agreement for Temporary Workers**

**30 March 2009 to 31 December 2013**

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each as party of the other part declare that they have concluded the following collective agreement for temporary workers with effect from 30 March 2009.

Bilthoven, March 2009

## GENERAL

### Article 1. Scope

1. This collective agreement applies to employers that operate as small and medium-sized businesses in the recruitment and temporary employment agency sector and are members of De Nederlandse Bond van Bemiddelings- en Uitzendondernemingen (NBBU).
2. The members fulfil the admission requirements and criteria set by the NBBU for acquiring and retaining membership. A list of these requirements and criteria can be inspected at the office of NBBU.
3. Any reference in this collective agreement to temporary workers must be construed as a reference to both male and female temporary workers coming under this collective agreement and in the service of an employer as referred to in Paragraph 1. Any reference in this collective agreement to 'he' and/or 'him' must be construed as a reference to 'he/she' and/or 'him/her'.
4. More detailed provisions concerning the scope of the collective agreement are contained in Schedule 7 to this collective agreement.

### Article 2. Definitions

The following definitions apply in this collective agreement:

*'Temporary worker':*

Every natural person who performs or will perform work for a hirer through the intermediary of a temporary employment agency.

*'Jobseeker':*

Every natural person who has been registered by a temporary employment agency as possibly available for work.

*'Temporary employment agency':*

Every natural person or legal entity that makes temporary workers available to a hirer for the performance of activities for this hirer.

*'Hirer':*

Every natural person or legal entity that takes on temporary workers through the intermediary of a temporary employment agency.

*'Temporary employment contract':*

An employment contract under which a temporary worker is made available by a temporary employment agency, acting in the course of its business, to a hirer in order to perform work under the supervision and direction of that hirer pursuant to the assignment granted to the agency.

*'Actual pay':*

The current gross pay, excluding holiday pay, reservations, bonuses, allowances, overtime, compensatory hours, etc., determined by unit of time, subject to this collective agreement.

*'Compensatory hours':*

Hours or parts of hours accrued as paid time off other than holiday hours. No (reservations for) holidays, holiday pay, brief absence/special leave and public holidays are accrued and no waiting day compensation is payable in respect of compensatory hours.

### Article 3. Term, renewal and termination of this agreement

1. This collective agreement has been entered into for a term starting on 30 March 2009 and ending on 31 December 2013.
2. The collective agreement will be evaluated within two years. The contracting parties will only make proposals to alter the package of schemes laid down in this collective agreement if they have good grounds, based on the evaluation, for doing so, and with the intention of agreeing a comparable package of schemes for a new term. On the basis of the evaluation and the discussion on its outcome, the contracting parties may terminate the collective agreement after two years and prior to expiry of its term, subject to three months' notice.
3. If none of the contracting parties has terminated this collective agreement, it will be deemed to have been tacitly renewed for a maximum period of 12 months.

#### **Article 4. Obligations of temporary employment agencies**

1. Temporary employment agencies undertake not to have temporary work performed or enter into temporary employment contracts on conditions other than those set out in this collective agreement. However, derogations that are more favourable are permitted.
2. Temporary employment agencies will observe strict secrecy during the term of the temporary employment contract and after its termination in respect of everything which has come to their attention concerning the person and personal circumstances of the temporary worker and which the temporary employment agency should know or has reason to suspect is of a confidential nature.

#### **Article 5. Obligations of temporary workers**

1. Temporary workers undertake not to demand wages and terms and conditions of employment other than those agreed in this collective agreement.
2. Temporary workers are generally obliged to do and refrain from doing everything which a good temporary worker should do or refrain from doing, as the case may be, in the same circumstances.

### **CONCLUSION AND TERMINATION OF THE TEMPORARY EMPLOYMENT CONTRACT**

#### **Article 6. Registration of jobseekers**

1. By registering with a temporary employment agency a jobseeker indicates his intention to the agency to be possibly available for temporary work. The temporary employment agency indicates its intention to treat the jobseeker as a possible candidate for temporary work.
2. The registration does not oblige the jobseeker to accept an offer for the performance of temporary work. The registration does not oblige the temporary employment agency to offer temporary work.

#### **Article 7. Provision of information about employment history**

1. If the temporary employment agency so requests, the jobseeker will be obliged – before accepting the temporary work offered – to provide all requisite information about his employment history.
2. If it is evident from the information referred to in Paragraph 1 that the temporary employment agency could be regarded as a successor employer as defined in Article 17, the temporary employment agency will be entitled to retract the offer of temporary work before the start of the temporary work.
3. The temporary employment agency is obliged to supply a temporary worker, at his request, with a written statement of his accrued rights under the Netherlands Civil Code and this collective agreement, which also shows what temporary work he has performed and for which hirers he has worked. This obligation applies until no later than six months after termination of the most recent temporary employment contract.

#### **Article 8. Working time and working hours**

1. The working time permitted by law and the normal working hours applicable in the organisation of the hirer also apply to the temporary worker and may not be exceeded.
2. In consultation with the hirer and the temporary employment agency, the temporary worker is permitted to derogate from the working hours applicable in the organisation of the hirer. This may be agreed either at the start of or during the term of the temporary employment contract.

#### **Article 9. Working conditions**

1. The acceptance of any temporary employment contract is subject to application of the Netherlands Working Conditions Act (*Arbeidsomstandighedenwet*). A temporary worker must be provided with a workplace risk assessment and evaluation.
2. Temporary employment agencies must ensure that all suitable measures for the implementation of the statutory rules on safety, health, welfare and the environment are taken for their temporary workers at the locations of the hirers where they are posted.
3. If the nature of the work may compromise safety, health, welfare or the environment, the person directly concerned must be provided with adequate information and advice. A temporary worker is obliged to observe all statutory rules and all instructions of the hirer concerning safety, health, welfare and the environment.

#### **Article 10. Information and agreements prior to conclusion of temporary employment contract**

1. Before entering into a temporary employment contract with a jobseeker, the temporary employment agency will supply him with a hard or digital copy of this collective agreement and the workplace risk assessment and evaluation. The temporary worker will be supplied with a hard copy upon request.
2. Before entering into a temporary employment contract, the temporary employment agency and the jobseeker will make agreements about the job, working hours, hourly rates of pay and allowances, subject to this collective agreement.

#### **Article 11. Conclusion and termination of the temporary employment contract**

1. A temporary employment contract is concluded in writing.
2. In derogation of Paragraph 1, a temporary employment contract with a temporary employment clause may be concluded orally on condition that the applicability of the temporary employment clause is agreed in writing in advance and the temporary worker is aware of the applicability of the temporary employment clause at the time of conclusion of the temporary employment contract.
3. On conclusion of an oral temporary employment contract, the temporary employment agency must provide the temporary worker with the most necessary information concerning the workplace safety regulations, to the extent that such information can be provided orally.
4. A temporary employment contract with a temporary employment clause that is concluded orally must be confirmed in writing by the temporary employment agency without delay. Such confirmation must include at least:
  - the employment start date;
  - the hirer's name and the work location;
  - the temporary worker's job title or the nature of the work;
  - the wages, benefits and other allowances;
  - the applicability of the temporary employment clause;
  - the safety regulations provided orally.
5. If the temporary worker is of the opinion that the confirmation does not accurately reflect the agreements made, he must contact the temporary employment agency without delay. The temporary employment agency and the temporary worker will then consult with each other to resolve the matter.
6. The temporary employment contract ends by operation of law on the last day of the month preceding the month in which the temporary worker attains the age of 65. The temporary employment contract will also end in the circumstances set out in Articles 13 and 14.

#### **Article 12. Phases system and period and chain system**

1. The phases system consists of four phases as set out in Articles 13 to 15. The legal status of a temporary worker depends on the phase in which he finds himself.
2. If activities have not yet been performed for more than 26 weeks, a temporary employment contract is deemed to have been entered into on the basis of phase 1. If the activities are continued after 26 weeks, this is deemed to have been done on the basis of phase 2.
3. The period and chain system as defined in Section 668a in Book 7 of the Netherlands Civil Code (see Schedule 8 to this collective agreement) may also be expressly chosen until the start of phase 2 at the latest. The counting in respect of the period and chain system will start when the first temporary employment contract is entered into under the period and chain system. As long as there is a chain of temporary employment contracts within the meaning of the period and chain system, the parties may not decide to switch to application of the phases system. Temporary workers with a temporary employment contract under the period and chain system are members of the Plus Pension Plan referred to in Article 31.
4. A temporary employment agency and a temporary worker may enter into fixed-term or open-ended temporary employment contracts at an earlier stage than provided for by the phases system. For this purpose, a fixed-term temporary employment contract is understood to mean: a phase 1 or 2 temporary employment contract in which the temporary employment clause referred to in Article 13, Paragraph 2 (b) is expressly excluded. Notwithstanding Section 628(5) in Book 7 of the Netherlands Civil Code, the obligation to continue to pay wages to the temporary worker during the term of this fixed-term temporary employment contract is excluded, unless expressly otherwise agreed. Exclusion of the obligation to continue to pay wages to the temporary worker means that no salary is owed if the work has ceased to exist and no activities have been performed as a result. If the temporary employment agency invokes this provision, the temporary worker may terminate the temporary employment contract forthwith. However, if the temporary worker is sick, the temporary employment agency is under an obligation to continue to pay his wages.

## **Article 13. Phases 1 and 2**

### **1. The counting of phases 1 and 2**

- a. During the first period of weeks worked, i.e. week 1 up to and including week 26 (26 weeks), the temporary worker is in phase 1.
- b. During the second period of weeks worked, i.e. week 27 up to and including week 130 (104 weeks), the temporary worker is in phase 2.
- c. All weeks in which the temporary worker has actually performed activities are counted as a week worked, irrespective of how many hours have been worked in that week.
- d. If there is an interval of 26 weeks or longer between two temporary employment contracts, the counting of the weeks worked will start anew. Phase 1 starts anew in such circumstances.

NB Weeks 27 to 78 are phase 2A and weeks 79 to 130 are phase 2B. This distinction is made for administrative purposes only, viz. to define the 78 weeks referred to in Paragraph 6 of Article 30 (Training) and in Paragraph 1 of Article 31 (Pension), and does not affect the legal status of the temporary worker.

### **2. The following provisions apply when a phase 1 or 2 temporary employment contract with a temporary employment clause is entered into:**

- a. A phase 1 or 2 temporary employment contract is entered into for the term of the posting.
- b. The temporary employment clause will apply during phases 1 and 2. The effect of the temporary employment clause is that the temporary employment contract between the temporary employment agency and the temporary worker ends by operation of law if the posting is ended at the request of the hirer (Section 691(2) in Book 7 of the Netherlands Civil Code).
- c. The temporary employment agency will owe pay only for the period in which the temporary worker actually performed temporary work. Section 628(1) in Book 7 of the Netherlands Civil Code does not apply.
- d. Notwithstanding Section 691(1) and (3) in Book 7 of the Netherlands Civil Code, the temporary employment clause will also apply during phase 2.

### **3. The following provisions apply at the end of a phase 1 or 2 temporary employment contract with a temporary employment clause:**

- a. A temporary employment contract will end if the hirer is no longer willing or able, for any reason whatever, to hire the temporary worker or if the temporary worker is no longer willing or able, for any reason whatever (including incapacity for work), to perform the agreed work. In the event of sickness of or accident to the temporary worker, the posting in phases 1 and 2 will be deemed to have ended with immediate effect at the request of the hirer immediately after the notification referred to in Article 25, Paragraph 2.
- b. No notice of termination of the temporary employment contract is necessary, but the temporary employment agency and the temporary worker will notify each other as quickly as is reasonably possible of the termination or imminent termination of the temporary employment contract.

## **Article 14. Phase 3**

If phases 1 and 2 have been completed and a new temporary employment contract is entered into after an interval of 26 weeks or longer, phase 1 will start anew. If phases 1 and 2 have been completed and the activities are continued or a new temporary employment contract is entered into within 26 weeks, the temporary worker will be deemed to be in phase 3.

### **1. The counting of phase 3**

- a. Phase 3 lasts 52 calendar weeks. During this period a maximum of 4 fixed-term temporary employment contracts may be entered into.
- b. If there is an interval of 13 weeks or longer but less than 26 weeks between two phase 3 temporary employment contracts, the counting of phase 3 will start anew.
- c. If there is an interval of 26 weeks or longer between two phase 3 temporary employment contracts, the counting of phase 1 will start anew.
- d. An interval of less than 13 weeks between two phase 3 temporary employment contracts will count towards the period of 52 calendar weeks.

### **2. The following provisions apply when a phase 3 temporary employment contract is entered into:**

- a. A temporary employment contract may be entered into for a specific calendar period or for the term of a project that is objectively definable.
- b. Each time a phase 3 temporary employment contract is entered into, the employer and employee are once again free to determine the term of the temporary employment contract.
- c. A temporary employment clause may not be applied during the phase 3 temporary employment contract and the employer is under an obligation to continue to pay the wages of the temporary worker.

- 3. The following provisions apply at the end of a phase 3 temporary employment contract:**
- a. A temporary employment contract ends by operation of law on the specified date or on completion of the project.
  - b. A fixed-term temporary employment contract may be terminated early, provided that provision for this has been made in the temporary employment contract and that valid notice of termination is given.
  - c. Unless the temporary worker terminates the registration, the situation provided for in Article 6 will arise again as a result of termination of the temporary employment contract by operation of law.
  - d. Notwithstanding Section 668a, subsections 1 to 4, in Book 7 of the Netherlands Civil Code, successive phase 3 temporary employment contracts will not be converted by operation of law into open-ended temporary employment contracts until the phase 4 conditions have been fulfilled.

#### **Article 15. Phase 4**

If phase 3 has been completed and a new temporary employment contract is entered into after an interval of 26 weeks or longer, phase 1 will start anew. If phase 3 has been completed and a new temporary employment contract is entered into after an interval of 13 weeks or longer but less than 26 weeks, phase 3 will start anew. If phase 3 has been completed and the activities are continued or a new temporary employment contract is entered into within 13 weeks, the temporary worker will be deemed to be in phase 4. The temporary worker will now have an open-ended temporary employment contract (i.e. for an indefinite term).

#### **Article 16. Period and chain system of the hirer's collective agreement**

1. If a temporary worker is posted to work for a hirer covered by a collective agreement that provides for a period and chain system which differs from that referred to in Section 668a in Book 7 of the Netherlands Civil Code (see Schedule 8 to this collective agreement), for example because of a shorter interval, the following will apply. The same derogation may be applied by written agreement as that which applies under the hirer's collective agreement, but only from the starting date of the first temporary employment contract in accordance with the period and chain system.
2. If the period and chain system of the collective agreement of the hirer is applied and the temporary worker is subsequently posted to work for a hirer with a different collective agreement, the following transitional arrangement applies. The current fixed-term temporary employment contract expires by operation of law, as agreed. If a subsequent temporary employment contract is entered into after an interval of not more than three months, the rules of the period and chain system under the Netherlands Civil Code will apply. All previous temporary employment contracts in accordance with the period and chain system which succeeded one another with intervals of not more than three months count for this purpose.
3. If the period and chain system of the hirer's collective agreement is applied and the period of exclusion of the obligation to continue to pay wages to the temporary worker in that collective agreement differs from that specified in Section 628(5) and (6) in the Netherlands Civil Code, the following applies. The obligation to continue to pay wages to the temporary worker may be excluded by written agreement for the same period as that under the hirer's collective agreement. If the temporary worker is subsequently posted to work for a hirer with a different collective agreement, the obligation to continue to pay wages to the temporary worker may no longer be excluded during the term of the current temporary employment contract unless the total period of the exclusion of the obligation has not yet lasted six months.

#### **Article 17. Successor employer status**

1. Successor employer status exists where a temporary worker performs the same or similar activities in the same workplace but under an employment contract with a different employer. The legal status of a temporary worker working for a successor employer is determined in accordance with Article 18.
2. Successor employer status does not exist where its applicability is excluded as a consequence of the deliberate or otherwise culpable provision of incorrect or incomplete information by the temporary worker.

**Article 18. Determination of legal status in the case of successor employer status**

1. If a temporary worker is to perform work for a successor employer in accordance with Article 17, this successor employer should choose before the start of the temporary employment contract whether to apply the period and chain system or the phases system in accordance with this collective agreement.
2. If the successor employer fails to make the choice referred to in Paragraph 1, the successor employer will be deemed to have opted for the phases system in accordance with this collective agreement.
3. If the successor employer has made the choice referred to in Paragraph 1, the rights of the temporary worker accrued at the same workplace and through performance of the same or similar activities will be preserved with that successor employer, subject to the provisions of the phases system or, as the case may be, the period and chain system.
4. No successor employer status exists if the interval between the two (temporary) employment contracts is 13 weeks or longer.

**Article 19. Probationary period**

1. A temporary employment contract may contain a probationary period clause only if and in so far as the contract is entered into for a minimum term of three months. The maximum probationary period provided for by the Netherlands Civil Code will then apply.
2. A probationary period may no longer be stipulated if an earlier temporary employment contract between the parties ended less than a year previously. A probationary period may be agreed again only if the skills or responsibilities required for the temporary work that will be performed by the temporary worker within the context of that temporary employment contract clearly differ from those into which he may reasonably be deemed to have gained a sufficient insight on the basis of the experience acquired during the previous temporary employment contract(s).

**Article 20. Non-competition clause**

1. Direct (non-competition) clauses designed to prevent a temporary worker from entering the service of a hirer or of another third party are prohibited and therefore void if they are unreasonably onerous for the temporary worker. As the employment relationship continues and assumes a more permanent character, a non-competition clause may be deemed to be less unreasonably onerous.
2. A temporary worker is not permitted to undertake acts that are intended to terminate of his own volition the temporary work he has been instructed to perform where this is done with a view to enabling him to pursue or continue this work through another temporary employment agency, if he has not first obtained the written consent of the agency that posted him to perform the temporary work.
3. If a temporary worker intends to enter the service of a hirer for which he previously worked through the temporary employment agency, he is obliged to give advance written notice of this to the agency without delay.

**Article 21. Time recording**

1. The temporary employment agency will issue the temporary worker with a time record form (timesheet) at the start of each posting and each week thereafter if the activities continue.
2. The temporary worker must complete this time record form truthfully and have it signed by the hirer at the end of each week. After obtaining this signature, the temporary worker should immediately submit the form to the temporary employment agency and will receive a copy of it.
3. If the time record form is sent directly by the hirer to the temporary employment agency, the temporary worker will receive a copy of it upon request. In the event of a dispute about the hours worked, the temporary employment agency will have the burden of proving that the temporary worker worked the number of hours worked shown in the time record form.

## PAY

### Article 22. Hourly remuneration, benefits and allowances

1. The wages, benefits and allowances paid to a temporary worker must be equal to the wages, benefits and allowances paid to employees working in equivalent positions in the service of the hirer. This pay equivalence rule is intended to maintain peace in the labour market and is incorporated in Section 8 of the Netherlands Posting of Workers by Intermediaries Act (Waadi).
2. The following components are covered by the pay equivalence rule:
  - only the applicable pay determined by unit of time ('pay period wages') in the applicable salary scale;
  - the applicable shorter working hours; compensation for this may be paid in time and/or money, at the discretion of the temporary employment agency;
  - allowances for overtime, non-standard working hours, irregular hours (including public holidays allowance) and shift work;
  - initial pay increase;
  - tax-free allowances: travelling expenses, lodging expenses and other costs necessarily incurred in performing the job;
  - incremental pay rises.
3.
  - a. Notwithstanding Paragraph 2, the temporary employment agency may agree in writing with the temporary worker that the temporary worker will accrue the allowance factors for irregular working hours (if more than 1) and/or all allowance factors for overtime as compensatory time in lieu of pay.
  - b. Compensatory hours may be granted in time or in money, at the discretion of the temporary employment agency. "Granted in money" means: compensation in the form of time off in so far as the value in monetary terms at the time of grant is adequate at the time when compensatory hours are taken.
  - c. The temporary employment agency will furnish the temporary worker with a specification of the compensatory hours accrued by him.
4. The temporary employment agency may pay wages partly in kind, subject to the statutory provisions (Section 617 in Book 7 of the Netherlands Civil Code) and the following conditions.
  - a. Payment of wages in kind is possible only in respect of housing and transport costs.
  - b. Payment of wages in kind must be agreed with the temporary worker in advance.
  - c. Wages paid in kind must be itemised on the pay slip.
  - d. Wages paid in kind are part of the actual pay; accordingly, entitlement to paid holidays, waiting days, special leave, brief absence, public holidays (where applicable) and holiday pay is accrued with respect thereto or, as the case may be, the appropriate reservations must be made therefor.
  - e. Payment of wages in kind is possible only in respect of the part of the wages which exceeds the statutory minimum wage on an hourly basis.\*
5. If the wages, benefits and allowances of the temporary worker cannot be determined in accordance with the pay equivalence rule, for example because the hirer does not employ staff in equivalent positions, the wages, benefits and allowances must be determined on the basis of talks held by the temporary employment agency with the hirer and the temporary worker. In this case, the pay should be determined by reference to the educational qualifications and experience of the temporary worker and, in addition, the responsibilities of the job and the competences needed to perform the job. If the temporary worker so requests, the employer must demonstrate why the wages, benefits and allowances cannot be determined in accordance with the pay equivalence rule.
6. The remuneration will be paid exclusively in accordance with the gross/net method. If a different method is applied, the gross wages must in any event be in keeping with the pay equivalence rule.

*\*NB: the statutory minimum wage on an hourly basis is calculated by dividing the statutory minimum weekly wage by the number of weekly working hours applicable in the hirer's organisation.*

### **Article 23. Cessation of work**

1. If, during the term of a temporary employment contract under which the temporary employment agency has an obligation to continue to pay wages to the temporary worker, the work ceases because the posting order is cancelled, the temporary employment agency will be under an obligation to look for suitable alternative work and to offer it to the temporary worker. The temporary worker is obliged to accept suitable alternative work during the term of this temporary employment contract.
2. Suitable alternative work is understood to mean work that is the same grade as – or not more than two grades lower than – the old job. The job classification in Schedule 4 to this collective agreement provides guidelines for this. The temporary employment agency should also take as much account as possible of the work experience, standard of training and physical aptitude of the temporary worker, the old work pattern and the travelling time to the place of work.
3. If no alternative work can be offered, the temporary employment agency is under the obligation to continue to pay wages to the temporary worker during the term of the temporary employment contract. The temporary worker is entitled to continue to receive his last pay. If suitable alternative work is offered the pay will be determined anew in accordance with the pay ratio rule set out in Article 22. If the new rate of pay is higher than or equal to the old rate of pay, it will apply immediately at the start of the activities.
4. If the new rate of pay is lower than the old rate of pay, the pay will be scaled back to the new rate of pay in three proportionate steps over a period of three months.
5. The scope of the temporary employment contract is determined by the number of hours defined in the contract. If the scope of the work has not been agreed or not clearly agreed, the following will apply. If a temporary employment contract has been in effect for at least three months, the scope of the stipulated work is assumed to be equal to the average scope of the work in each of the three previous months.
6. The obligation to look for and offer suitable alternative work and the obligation to continue to pay wages to the temporary worker lapse if the temporary worker terminates his registration as provided in Article 6, is no longer available for work or refuses an offer of suitable alternative temporary work. A temporary worker who has accepted work elsewhere or is no longer available for work for another reason must notify the temporary employment agency accordingly forthwith.
7. If it is evident at any time that suitable alternative work cannot be offered to a temporary worker, the temporary employment agency may apply to UWV WERKbedrijf (Public Employment Service) for permission to dismiss the temporary worker in question. Where a temporary worker has an employment history of less than five years, an application for permission to dismiss the temporary worker in question may be submitted only after the temporary employment agency has attempted to find alternative employment for the temporary worker during a period of at least one month. If a temporary worker has an employment history of five to ten years, the temporary employment agency must have attempted to find alternative employment during a period of at least three months, and in the case of an employment history of over 10 years the attempts must have lasted at least four months. The efforts to find alternative work should be capable of being proved. The period during which the efforts to find alternative work are made starts when the last posting terminates. The provisions of Articles 13 to 16 on the phases system and the period and chain system also apply to the determination of the employment history.
8. If the temporary employment agency has obtained permission from UWV WERKbedrijf to dismiss a temporary worker as referred to in the previous Paragraph, the employment relationship may be validly terminated subject to the applicable period of notice. The temporary employment agency may also request the Subdistrict Court (*kantonrechter*) to rescind the temporary employment contract.

### **Article 24. Job classification and job grades**

The positions of the temporary workers are classified in job grades according to the nature of the duties to be performed. The job classification and job grades are set out in Schedule 4 to this collective agreement.

## **Article 25. Payment in case of sickness**

1. Sick pay
  - a. A temporary employment contract with a temporary employment clause ends as set out in Article 13 Paragraph 3 (a) if the temporary worker's posting is terminated on account of his incapacity for work. If, at such time, the temporary worker is eligible under the Netherlands Sickness Benefits Act (*Ziekwet*) to receive a benefit from UWV (Employee Insurance Schemes Implementing Body), the temporary employment agency will supplement such benefit to 90% of the statutory benefit rate (*uitkeringsdagloon*) during the first 52 weeks of the temporary worker's incapacity for work. The temporary employment agency may take out insurance for this supplement or make provision for it in some other way. The maximum percentages that may be deducted from the temporary worker's pay for this insurance or provision are specified in Schedule 3 to this collective agreement.
  - b. A temporary worker who has a fixed-term or an open-ended temporary employment contract will be entitled, in the event of sickness or accident, to continue to receive 90% of the pay period wages – in so far as the pay does not exceed the maximum daily benefit and is at least equal to the statutory minimum wage applicable to him – during the term of the temporary employment contract, subject to a maximum of 52 weeks. After this period the statutory rules on continued payment in the event of sickness will apply.
2. A temporary worker is obliged to notify both the temporary employment agency and the hirer of his absence on account of sickness or an accident before 9.30 a.m. on the first day of absence, and to inform them of the address where he will be staying during his recuperation.
3. Waiting days
  - a. A temporary worker who has a temporary employment contract with a temporary employment clause must serve two waiting days in the case of incapacity for work conferring entitlement to benefit.
  - b. A temporary worker who has a fixed-term or an open-ended temporary employment contract must serve two waiting days in the case of incapacity for work.
  - c. The temporary employment agency will compensate a temporary worker for loss of remuneration owing to sickness in respect of one waiting day, in the form of a supplement calculated as a percentage of the actual pay.
  - d. The temporary employment agency may determine that temporary workers with a fixed-term or open-ended temporary employment contract need serve only one waiting day or no waiting days at all. In that case the temporary employment agency is not required to pay the waiting day compensation referred to in Paragraph 3 (c). If the temporary employment agency has chosen this option and has adopted a policy on this, it is obliged to adhere to such policy for at least the full calendar year.
4. The percentage referred to in Paragraph 3 (c) and specified in Schedule 3 to this collective agreement, applying to temporary workers employed in the office and clerical sectors and in the medical, nursing and caring professions differs from the percentage applying to temporary workers employed in the other professions and business sectors.

## **HOLIDAY ENTITLEMENT, PUBLIC HOLIDAYS AND LEAVE**

### **Article 26. Special leave, brief absence and public holidays**

#### **1. Special leave**

Subject to Article 28, special leave is granted in the following cases in respect of working days applicable to the temporary worker that fall within a period of seven consecutive calendar days in which the event in question occurs. No cumulation with any statutory leave entitlement for the same qualifying circumstances is possible.

1 day for:

- the temporary worker to register notice of his/her intended marriage (take out a marriage licence);
- the marriage of one of his/her parents, step-parents, parents-in-law, children, brothers, sisters, grandchildren, brothers-in-law or sisters-in-law;
- his/her wedding anniversary (12½, 25 and 40 years);
- the 25th, 40th, 50th, 60th and 70th wedding anniversary of his/her parents, step-parents, parents-in-law or grandparents;
- the death of one of his/her grandparents, brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law or grandchildren;
- taking an examination (professional or otherwise) to obtain a recognised certificate/diploma if this is in the interests of the temporary employment agency;
- moving house (maximum of once a year);

2 days for:

- the wedding of the temporary worker;
- confinement of his wife (this includes paternity leave);
- death of a parent, step-parent or parent-in-law or of a child not living at home;

4 days for:

- death of his/her spouse or a child living at home;
- death of a parent or step-parent if the temporary worker is responsible for arranging the burial or cremation.

Rights under the special leave scheme that apply to married people will also be granted to a temporary worker who runs a joint household with a partner on a lasting basis. The temporary employment agency should be notified of this in writing.

## **2. Brief absence**

Brief absence is understood to mean absence of a reasonable length for very special personal circumstances such as emergencies or an essential doctor's appointment, in so far as not already mentioned in Paragraph 1 (Special leave).

## **3. Public holidays**

- |                        |                  |
|------------------------|------------------|
| • New Year's Day*      | • Ascension Day  |
| • Easter Monday        | • Whit Monday    |
| • Queen's Birthday* ** | • Christmas Day* |
| • Liberation Day 2010* | • Boxing Day*    |

\* in so far as they do not fall on a Saturday and/or Sunday.

\*\* or a day designated instead.

## **Article 27. Holiday entitlement**

1. For each full working month worked, a temporary worker is entitled to 16 hours' holiday, or a proportional part thereof if a month has not been worked in full.
2. In addition, each temporary worker is entitled to holiday pay equal to 8 per cent of the actual pay. The calculation is based on the number of days to be worked each year, including holidays and public holidays.
3. A temporary employment agency must grant paid holidays in accordance with Article 28, providing the temporary worker has sufficient entitlement. The temporary employment agency must in any event grant holiday each year, upon request, in such a way that the temporary worker need not work for two consecutive weeks or for two periods of one week.
4. A temporary worker is not allowed to take holiday during the first two months of the temporary employment contract, unless this is previously agreed with the temporary employment agency. Holidays may subsequently be taken, as usual, in consultation.

## **Article 28. Exercise and payment of accrued rights.**

### **1. Temporary employment contract with temporary employment clause: reservation system**

- a. For a temporary worker working under a temporary employment contract with a temporary employment clause, percentages will be reserved for brief absence/special leave, holidays and public holidays as provided in Schedules 1 and 2 to this collective agreement, based on the actual pay, possibly increased by the compensation referred to in Article 25, Paragraph 3 (c).
- b. Reservations for brief absence / special leave, holidays and public holidays will not be settled with the weekly or periodic payment, but will instead be reserved until a week occurs in which a public holiday or brief absence / special leave falls or a day's leave is taken. Only at the end of such a week will payment then be made from the relevant reservation, in the form of hours, up to the maximum of the remuneration for a normal working day for the temporary worker concerned. The payment never exceeds the total amount reserved.
- c. If more has been reserved than necessary to pay for the relevant public holiday, brief absence / special leave or the day's holiday, the remainder will be left as a reservation. Any amount still reserved on termination of the employment relationship will be paid out in cash to the temporary worker within six weeks of the end of the temporary employment contract.
- d. The holiday pay in accordance with Article 27, Paragraph 2, to which the temporary worker has become entitled up to and including the month in which payment is made will be paid in the month of May in such manner as the temporary worker indicates before the start of the temporary employment contract.
- e. By way of exception to the reservation system, the temporary employment agency is permitted, whenever a public holiday falls during the term of the contract, to make a payment in cash for this day as though the normal or average number of hours had been worked on it. If the temporary employment agency has chosen this option and has adopted a policy on this, it is obliged to adhere to such policy for at least the full calendar year. If

such policy is changed, the rights acquired by the temporary worker should be settled in the normal way in accordance with the policy hitherto pursued.

- f. By way of exception to the reservation system, holidays in excess of the statutory entitlement may be 'bought out' by written agreement. The statutory holiday entitlement is four times the agreed weekly working hours.
- g. By way of exception to the reservation system, such amount of holiday pay as the temporary worker has become entitled to by the date in question may be paid out at the request of the temporary worker in the case of a continuous holiday of at least five working days.

## **2. Temporary employment contract with temporary employment clause: immediate payment in cash of reservations**

- a. Notwithstanding the reservation system referred to in Paragraph 1, the following may, in consultation, be paid out in cash weekly/monthly/periodically rather than making a reservation for this:
  - brief absence / special leave;
  - public holidays, provided that the temporary employment agency makes a reservation for this and has not opted for the arrangement under Paragraph 1(e);
  - holiday pay.
- b. Holidays in excess of the statutory entitlement may, in consultation, be paid out in cash in accordance with Schedule 2 to this collective agreement.

## **3. Fixed-term or open-ended temporary employment contract**

- a. A temporary worker with a fixed-term or an open-ended temporary employment contract will be entitled to continued payment of his actual pay, possibly increased by the compensation referred to in Article 25, Paragraph 3(c), in the case of brief absence / special leave, on public holidays (which are not worked because of the public holiday) and during his holiday.
- b. The holiday pay in accordance with Article 27, Paragraph 2, to which the temporary worker has become entitled up to and including the month in which payment is made will be paid in the month of May in such manner as the temporary worker indicates before the start of the temporary employment contract. Notwithstanding the above, the holiday pay may also be paid, in consultation, weekly/monthly/periodically.
- c. Holidays in excess of the statutory entitlement may, in consultation, be paid out in cash.

## **Article 29. Short-term carer's leave**

1. A temporary worker is entitled to short-term carer's leave in accordance with the rules of the Netherlands Work and Care Act (*Wet arbeid en zorg*) in order to provide the necessary care in the event of the sickness of:
  - his/her spouse or registered partner, the person with whom he/she cohabits without being married or a child living at home;
  - a foster child living at home or a child living at home with whom the temporary worker has a family relationship as defined by law;
  - a blood relative in the first degree (i.e. the parents).
2. The leave must not exceed twice the weekly working hours in each period of 12 consecutive months. During the leave the temporary worker retains the right to 70 percent of the pay or the statutory minimum wage applicable to him, whichever is the greater.
3. If the phases system is applicable, the paid short-term carer's leave may be taken only once phase 3 starts, notwithstanding Section 5:2 of the Netherlands Work and Care Act (*Wet arbeid en zorg*). However, the counting of the 12 consecutive months as referred to in Paragraph 2 starts once the temporary worker has worked for 78 weeks (26 weeks worked in phase 1 and 52 weeks worked in phase 2). After these 78 weeks worked, only weeks worked during the remainder of phase 2 count towards the accumulation of the 12 consecutive months. If, after these 78 weeks, an interval of 26 weeks or longer occurs between two temporary employment contracts, as a result of which phase 1 starts anew, the part of the period of 12 consecutive months already accumulated will be forfeited.
4. If the period and chain system is chosen in accordance with Article 12, Paragraph 3, possibly preceded by phase 1, the counting of the 12 consecutive months will commence at the start of the temporary employment contract in accordance with the period and chain system.
5. If the employee has a spouse, a registered partner or a person with whom he/she cohabits without being married, such partner too will be expected to take a share of the care duties.

## SOCIAL PROVISIONS

### Article 30. Training

1. Training means any form of structured activity intended to enable a temporary worker to obtain, expand or deepen his knowledge and/or skills. Training does not mean the performance, in return for pay (other than an allowance), of productive work that is not mainly intended to expand his own knowledge and skills.
2. Training costs are all costs incurred for the training of temporary workers. Examples are:
  - the wage costs of temporary workers who take part in a study programme during working hours;
  - the wage costs of temporary workers who take enhancement courses during working hours;
  - the expenses involved in providing and organising internal courses, including the (wage) costs of the personnel involved in this;
  - travelling and accommodation expenses and study-cost allowances.
3. A structured activity means an activity that meets the following conditions: each training course taken lasts at least three hours; a course supervisor must be present at the training course. Where effective training is possible through an interactive system, distance counselling must be available as a minimum requirement, for example in the form of a helpdesk. After the activity, the training course is, in principle, evaluated with the temporary worker by or on behalf of the temporary employment agency.
4. A temporary worker is entitled to a training interview in which his need for training is assessed. The interview takes place if the temporary worker expresses a wish to this effect. The temporary agency should accede to the request within a reasonable period. During the interview, it will be assessed to what extent the temporary worker's need of training is in keeping with the range of training opportunities provided by the temporary employment agency.
5. If training is offered to the temporary worker, the temporary worker and the temporary employment agency will, in principle, agree this in writing. The topics covered in this written agreement will include the study objectives and the extent of the training.
6. The temporary employment agency is obliged to spend 1.02% of the actual pay of temporary workers working in the first 78 weeks of the phases system on training each year. The temporary employment agency has the option of either (a) using this 1.02% to provide or arrange training under its own management or (b) remitting 0.8% to STOOF instead. The temporary employment agency will also be deemed to meet its training obligation if it spends part of the required percentage on training under its own management and remits 80% of the remaining amount to be spent on training to STOOF.
7. Temporary employment agencies are obliged to supply contracting parties before 1 July each year with an accountant's certificate or a specific section from the (notes to the) financial statements specifying the percentage spent on training in accordance with this Article. If the temporary employment agency fails to spend the required percentage on training, it may apply for a dispensation on an annual basis. In such a case the dispensation or shortfall should be compensated in the following calendar year.
8. The contracting parties will evaluate the implementation of the provisions of this Article no later than on 1 January 2011. This will in any event involve examining how the existing training expenditure relates to the proven need in the temporary employment sector and how the percentages referred to in Paragraph 6 should be adjusted on this basis.

### Article 31. Pension

1. A pension plan is in place which provides for the accrual of pension benefits by temporary workers aged 21 and over. A distinction is made between temporary workers who are working in the first 78 weeks of the phases system (they are members of the *BasisPensioenregeling* or Basic Pension Plan) and temporary workers who have completed the first 78 weeks of the phases system or who have concluded a temporary employment contract under the period and chain system (they are members of the *PlusPensioenregeling* or Plus Pension Plan).
2. The foundation *Stichting Pensioenfonds voor Personeelsdiensten* (STIPP, Pension Fund for the Employment and Staffing Services Industry) is responsible for administering the Basic Pension Plan and the Plus Pension Plan.
3. The Basic Pension Plan is a defined contribution plan; the defined contribution is 2.6 per cent of the gross pay as of 1 January 2009.
4. The Plus Pension Plan is a defined contribution plan with a retirement age of 65. Members of the Plus Pension Plan build up a personal fund to provide them with a retirement pension and/or a partner's pension. The amounts contributed to build up the personal fund are determined by the temporary worker's age. STIPP calculates a flat rate pension contribution in accordance with its Administration Regulations (*Uitvoeringsreglement*). The flat rate pension contribution is charged to the temporary employment agency. The temporary employment agency is entitled to deduct a maximum of one third of the flat rate contribution from the temporary worker's pay.
5. The pension plan is set out in detail in Schedule 11 to this collective agreement and on STIPP's website: [www.stippensioen.nl](http://www.stippensioen.nl).

## SPECIAL GROUPS

### Article 32. Temporary workers aged 65 and over

1. The temporary employment contract ends by operation of law on the last day of the month preceding the month in which the temporary worker attains the age of 65.
2. In derogation of Paragraph 1, the parties may agree in the temporary employment contract that the temporary employment contract will continue without change after the temporary worker has attained the age of 65.
3. **Temporary workers attaining the age of 65 while working under a temporary employment contract**  
If the temporary employment contract ends because the temporary worker has attained the age of 65, as referred to in Paragraph 1, the temporary employment agency and the temporary worker may agree that the temporary worker starts working under the '65plus phases system', as set out in Paragraph 33, from the first day of the month in which he attains the age of 65.
4. **Temporary workers continuing to work for a successor employer on attaining the age of 65**  
If the employment relationship between a temporary worker and a former employer has ended because the temporary worker has attained the age of 65 and if the temporary employment agency is the successor employer (see Article 17), the temporary employment agency and the temporary worker may agree that the temporary worker starts working under the '65plus phases system'.
5. **New temporary workers aged 65 and over**  
A temporary worker who enters the service of a temporary employment agency on or after the first day of the month in which he has attained the age of 65 and who has not accrued any rights, starts working under the '65plus phases system'.
6. As part of the negotiations on the agreements referred to in Paragraphs 3 and 4, the parties will discuss the special terms and conditions of employment under the '65plus phases system', and in particular the new legal status. If the temporary worker states that he wants to work under the '65plus phases system' and is fully aware of the implications of this, this is set out in a written waiver.
7. If and to the extent that this does not already follow from Article 30 (Training), the training costs for temporary workers aged 65 and over will be deemed to include costs associated with maintaining the vitality of the temporary workers in question.

### Article 33. The 65plus phases system (temporary workers aged 65 and over)

The 65plus phases system aims to promote a higher level of workforce participation of temporary workers aged 65 and over and emphasises the need to contribute towards solutions to population ageing in the Netherlands.

1. The 65plus phases system is identical to the standard phases system described in Articles 13 to 15, with the exception of the length of phase 3.
2. In derogation of the provisions of Paragraph 1 of Article 14 regarding the length of phase 3 in the standard phases system, the following applies to the 65plus phases system:  
**The counting of phase 3 in the 65plus phases system**
  - a. Phase 3 lasts 234 calendar weeks. During this period a maximum of 18 fixed-term temporary employment contracts may be entered into.
  - b. If there is an interval of 13 weeks or longer but less than 26 weeks between two phase 3 temporary employment contracts, the counting of phase 3 will start anew.
  - c. If there is an interval of 26 weeks or longer between two phase 3 temporary employment contracts, the counting will start anew from the start of phase 1.
  - d. An interval of less than 13 weeks between two phase 3 temporary employment contracts will count towards the period of 234 calendar weeks.
3. **Temporary workers aged 65 and over who are entitled to a fixed-term temporary employment contract**  
In derogation of Paragraphs 1 and 2, the following temporary workers are entitled to a fixed-term temporary employment contract and continued payment of wages from the start of the 65plus phases system:
  - a. a temporary worker as referred to in Paragraph 3 of Article 32 who, on termination of the temporary employment contract:
    - was working under a phase 3 temporary employment contract;
    - was between two phase 3 temporary employment contracts while the interval between those contracts was less than 26 weeks;

- was between a phase 3 temporary employment contract and a phase 4 temporary employment contract while the interval between those contracts was less than 26 weeks;
  - was working under a phase 4 temporary employment contract;
- b. a temporary worker as referred to in Paragraph 4 of Article 32 who, on termination of the temporary employment contract, had been in the service of the former employer for two and a half years.
4. If the temporary worker is immediately entitled to a fixed-term temporary employment contract as set out in Paragraph 3, the following applies:
- a. The 65plus phases system lasts 364 calendar weeks. During this period a maximum of 28 fixed-term temporary employment contracts may be entered into.
  - b. If there is an interval of 13 weeks or longer but less than 26 weeks between two temporary employment contracts, the counting of the 65plus phases system will start anew. The temporary worker remains entitled to a fixed-term temporary employment contract.
  - c. If there is an interval of 26 weeks or longer between two temporary employment contracts, the counting of the 65plus phases system will start anew in the manner set out in Paragraphs 1 and 2.
  - d. An interval of less than 13 weeks between two temporary employment contracts will count towards the period of 364 calendar weeks.

*Schedule 9 to this collective agreement contains transitional provisions for the determination of the legal status of temporary workers who has already attained the age of 65 on 30 March 2009.*

#### **Article 34. Temporary workers aged 45 and over**

If and to the extent that this does not already follow from Article 30 (Training), the training costs for temporary workers aged 45 and over will be deemed to include coaching costs incurred to assist such temporary workers if they need a specific induction programme, job interview training or counselling because of the stage of life they are in. The training costs for such temporary workers also include the costs incurred to examine and identify specific opportunities for their training and development.

#### **Article 35. Temporary workers and higher workforce participation**

This Article contains provisions designed to improve the employability of temporary workers at a distance to the labour market and to establish a framework for the provision of more effective mediation and assistance in finding employment.

1. This Article applies to temporary workers:
  - a. who are eligible for a benefit under one or more of the following Acts:
    - the Work and Income (Capacity for Work) Act (WIA);
    - the Occupational Disability Insurance Act (WAO);
    - the Invalidation Insurance (Young Disabled Persons) Act (Wajong);
    - the Work and Social Assistance Act (WWB), or
  - b. who have not worked for twelve months or longer and who are eligible for a benefit under the Unemployment Insurance Act (WW), or
  - c. who have not yet attained the age of 23, no longer receive education and have no basic qualification (i.e. a diploma at any of the following levels: higher general secondary education (havo), pre-university education (vwo) or senior secondary vocational education (mbo) level 2 or higher).
2. In derogation of the pay equivalence rule set out in Article 22 Paragraph 2, temporary workers as referred to in this Article may be paid 85% of the pay paid to employees in the hirer's service. The derived pay must at least be equal to the statutory minimum wage.
3. The derived pay rate may only be applied during phase 1.
4. Within the period in which the derived pay rate is applied, the temporary employment agency will enter into consultation with the temporary worker to discuss his opportunities for training and development with the aim of improving his employment prospects.
5. If and to the extent that this does not already follow from Article 30 (Training), the training costs for such temporary workers will be deemed to include the costs incurred to examine and identify specific opportunities for their training and development.
6. The derived pay rate may not be cumulated with any separate preliminary pay scales (*aanloopschalen*) applying to the temporary worker in accordance with the pay equivalence rule.

### **Article 36. Temporary workers not permanently resident in the Netherlands**

1. The temporary employment agency will consult with every temporary worker who is not permanently resident in the Netherlands about the application of the following alternative terms and conditions of employment. These terms and conditions of employment have the same value as the provisions of this collective agreement for which they offer an alternative. The aim of this is to bring the collective agreement more into line with the needs and specific working pattern of the temporary worker in question. However, it remains possible for the temporary employment agency and the temporary worker to agree not to make use of these alternatives, whereupon the ordinary provisions of this collective agreement will remain applicable.
2. If and to the extent that this does not already follow from Article 30, the training of the temporary worker in question will in any event be deemed to include activities connected with facilitating his work and stay.
3. The temporary employment agency will, if desired, enable this temporary worker to take a day off on an alternative public holiday (i.e. a day other than the public holidays referred to in Article 26), provided the agency is notified of this in good time.
4. The temporary employment agency must ensure that the temporary worker is aware of the need and importance of taking out health insurance.
5. The temporary employment agency must provide the temporary worker with extra information concerning the collective agreement and any other relevant rules.
6. The temporary employment agency must issue the temporary worker with appropriate safety and health instructions that are understandable to him or her.
7. Temporary workers who are recruited in groups from outside the Netherlands by or on the instructions of the temporary employment agency, and/or to whom accommodation is provided in the Netherlands so as to enable them to perform work in the Netherlands are also covered by Article 36A.

### **Article 36A. Provisions supplementary to Article 36**

These provisions apply to temporary workers who are recruited in groups from outside the Netherlands by or on the instructions of the temporary employment agency, and/or to whom accommodation is provided in the Netherlands so as to enable them to perform work in the Netherlands.

1. The temporary employment agency must ensure that sufficient information is provided about transport from and to the country of origin and from and to the hirer. Any transport made available by the employer must meet the statutory requirements.
2. The temporary employment agency must ensure that the temporary worker is provided with reasonable accommodation at a reasonable price, in accordance with the relevant statutory requirements. The temporary employment agency will not seek to make a profit when providing such accommodation.
  - a. Permitted types of accommodation are:
    - ordinary dwellings;
    - hotels/guest or boarding houses;
    - residential units in a building or complex of buildings;
    - chalets/temporary housing units;
    - accommodation in holiday parks.
  - b. The minimum floor area must be 10 m<sup>2</sup> per person, with the proviso that the relevant provisions of the prevailing Buildings Decree and/or the applicable municipal building regulations are complied with as a minimum.
  - c. As regards household facilities, the statutory requirements must be complied with. The accommodation must have sufficient sanitary, cooking and heating facilities and must meet the specific housing needs of this specific group of employees.
  - d. The premises must meet the statutory and municipal fire safety standards as a minimum requirement. The temporary employment agency must also pay close attention to the aspect of fire safety in the case of individual accommodation (such as the provision of a serviceable fire extinguisher, a fire blanket and smoke detectors in ordinary dwellings).
  - e. Sufficient information must be present in the accommodation, in the temporary worker's own language, containing recommended emergency procedures and telephone numbers of police, fire and emergency services.
  - f. The temporary employment agency's records contain an up-to-date overview of the accommodation locations and the persons per location.
3. As regards the provision of care for these temporary workers the temporary employment agency will make every effort to provide appropriate social counselling.
4. The temporary employment agency is required to offer a health insurance plan, which offer the temporary worker is not required to accept.

5. The temporary employment agency must ensure that the employment contract and related documents are available both in Dutch and in the language of the temporary worker concerned.
6. Once a temporary worker has worked 26 weeks, the temporary employment agency will inform him of the possibility of taking a Dutch language course and will facilitate the language course where possible.
7. Where necessary the temporary employment agency will assist the temporary worker in completing the T-form (tax refund claim form) which results in a deposit being made into the account of the temporary worker.
8. Any deductions from the temporary worker's pay other than taxes and national and employed persons' insurance contributions will be made only in consultation with the temporary worker and will be recorded in writing, with the exception of any deductions permitted by law.

### **Article 37. Temporary workers in the construction industry**

The present specific scheme for temporary workers in the construction industry has been agreed by the parties to this collective agreement and to the collective agreement for the construction industry. The parties to this collective agreement agree to be bound by the definitions concerning temporary employment in the construction industry as described in the collective agreement for the construction industry.

A different package of terms and conditions of employment applies to temporary workers posted to work for a hirer that comes within the scope of the collective agreement for the construction industry. This package is described in Schedule 10 (Different terms and conditions of employment for temporary workers employed in the construction industry) to the present collective agreement.

### **Article 38. Holiday workers**

1. For the purposes of this collective agreement, 'holiday workers' means schoolchildren, students and other persons following a course of study who perform work on a temporary basis during the holidays of their educational institutions.
2. The provisions of this collective agreement apply likewise to holiday workers, albeit subject to the proviso that, notwithstanding Article 27, Paragraph 1, they are entitled to 13.33 hours' paid holiday (based on their actual pay) for each full working month they have worked, or to a proportional part thereof. A holiday worker is not entitled to an allowance for brief absence/special leave and public holidays in accordance with Article 28, Paragraph 1(a), or to payment of the waiting day compensation in accordance with Article 25, Paragraph 3 (c). A percentage for the calculation has been set in Schedule 2 to this collective agreement.

### **Article 39. Students**

If and to the extent that this does not already follow from Article 30 (Training), the training costs for temporary workers enrolled on full-time courses at colleges of higher professional education (hbo) or universities are the efforts made by the temporary employment agency that are related directly with the making of arrangements with the hirer and/or the educational institution to ensure that the student is able to gain study credits by doing temporary work.

## **MISCELLANEOUS PROVISIONS**

### **Article 40. Deduction of trade union dues**

At the request of the temporary worker, the temporary employment agency may deduct the trade union dues payable by the temporary worker from gross pay components to the extent that this is allowable for tax purposes and the temporary worker's pay is sufficient. The temporary worker must supply the temporary employment agency with a specification of the trade union dues to be withheld.

### **Article 41. Basic social policy rules**

1. As an essential element of the temporary employment agency's policy, the social policy is based on recognition of the personal dignity of human beings, which will be reflected by measures to enable temporary workers to influence that policy by means of direct worker involvement.
2. The temporary employment agency's policy will focus in particular on promoting the continuity and healthy growth of its business, safeguarding socioeconomic security and pursuing a responsible social policy.
3. Pursuant to the principles enshrined in the Dutch Constitution, temporary employment agencies reject discrimination on the basis of religion, belief, political opinion, race, gender, nationality, sexual orientation or marital status.
4. Temporary employment agencies consider it their duty – in so far as reasonably within their power – to promote equal opportunities for disabled and able-bodied temporary workers as regards participation in the labour market.

#### **Article 42. Mergers and reorganisations**

1. In accordance with the Merger Code 2000 of the Social and Economic Council (SER) and the code of conduct it contains, temporary employment agencies will inform the contracting parties in good time of any proposed mergers and reorganisations, irrespective of the number of employees concerned, and give them the opportunity to make recommendations.
2. The contracting parties must be immediately informed by a temporary employment agency of any application for court protection from creditors (suspension of payments) and of the filing of any petition for liquidation.

#### **Article 43. Dispensation**

1. The Dispensation Committee may grant members of the NBBU who also come within the scope of another collective agreement dispensation from the NBBU Collective Agreement for Temporary Workers.
2. A request for dispensation must state the grounds on which it is based and must be submitted in writing to the Dispensation Committee at the following address: Jan van Eijcklaan 2-6, 3723 BC Bilthoven, the Netherlands.

#### **Article 44. Partial dispensation from the obligation to spend a percentage of pay on training**

1. NBBU members who are able to prove that they specialise in providing employment to a group of temporary workers, identifiable by objective criteria, who are likely to have little or no need for training, may submit a request (stating reasons), to the Dispensation Committee (Jan van Eijcklaan 2-6, 3723 BC Bilthoven) for partial dispensation from the obligation to spend a percentage of pay on training as set out in Paragraph 6 of Article 30.
2. An NBBU member is deemed to be specialised as referred to in Paragraph 1 in any case if more than 75% of the actual pay, on an annual basis, of its temporary workers working in the first 78 weeks of the phases system is earned by students enrolled on full-time courses at colleges of higher professional education (hbo) or universities or by temporary workers aged 65 and over.
3. Partial dispensation as referred to in Paragraph 1 means that the temporary employment agency is obliged to spend 0.6% of the actual pay of temporary workers working in the first 78 weeks of the phases system on training.

#### **Article 45. Lodging a complaint with the Disputes Committee**

1. If there is a difference of opinion about the correct application or interpretation of this collective agreement by a contracting party or its members, the complaining party will give written notice of this to the other party (i.e. the party against whom the complaint is made).
2. If the parties fail to reach agreement within two months of receipt of the written notice of the difference of opinion as referred to in Paragraph 1, the party that has raised the matter may lodge a complaint with the Disputes Committee (*Geschillencommissie*) within one month thereafter.
3. The Disputes Committee will give its opinion on the correct application or interpretation of the provisions of the collective agreement, but will not assess the facts and circumstances of the complaint.
4. The rules of the Disputes Committee are available for inspection at the office of the contracting parties and may be requested.

#### **Article 46. Amendments to the collective agreement during the contract period**

1. Terms and conditions of employment which are agreed between the contracting parties after the signature of this collective agreement will be attached to and are deemed to form an integral part of this collective agreement.
2. Whether provisions are necessary to achieve the above, subject to the regulations then applicable and, if so, how will be ascertained in joint consultation.

#### **Article 47. Reorganisation of parties to the collective agreement**

The contracting parties warrant and represent to each other that if either party undergoes a reorganisation its mutual rights and obligations under this collective agreement will be assumed by such legal entity or entities as the party concerned may designate and notify in writing for this purpose to the other party.

#### **Article 48. Employers' contribution to employee organisation(s)**

1. During the term of this collective agreement the employers will make a contribution for each calendar year to the contracting employee organisation(s) for the benefit of information activities and operating costs.
2. This contribution will be based for the time being on the number of branches of each member agency. The amount of this contribution will be determined annually through joint consultation.

## **SCHEDULE 1.**

### **RESERVATIONS FOR BRIEF ABSENCE / SPECIAL LEAVE AND PUBLIC HOLIDAYS IN 2009**

The percentage referred to in Article 28, Paragraph 1 (a), for brief absence / special leave is:  $0.2 + 0.4 = 0.6\%$ .

The number of public holidays is 6. The number of workable days is:  $261 - 6 - 24 = 231$ .

The percentage referred to in Article 26, Paragraph 1(a), for public holidays is:

$$6 : 231 \times 100\% = 2.60\%.$$

N.B. The division is expressed as a percentage, rounded to two decimal places.

## **SCHEDULE 2.**

### **RESERVATIONS FOR HOLIDAYS IN 2009**

*Reservation for holidays of temporary workers:*

The percentage referred to in Article 28 Paragraph 1 (a) is:

$$24 : 231 \times 100\% = 10.39\%.$$

*Payment in cash for holidays in excess of statutory entitlement*

If the right to 'buy out' holidays in excess of the statutory entitlement as referred to in Article 28 Paragraph 2 (f) is exercised, 2.09% of the actual pay will be paid out in cash weekly / monthly / periodically and the percentage that must be reserved for the statutory holiday entitlement is 8.30%. The statutory holiday entitlement is four times the agreed weekly working hours.

*Reservation of holidays for holiday workers:*

The percentage referred to in Article 28, Paragraph 2, is  $20 : 241 \times 100\% = 8.30\%$ .

N.B. The above divisions are expressed as a percentage, rounded to two decimal places.

## **SCHEDULE 3.**

### **WAITING DAY COMPENSATION AND DIVISION OF SUPPLEMENTARY SICKNESS BENEFIT INSURANCE PREMIUMS**

The percentages referred to in Article 25, Paragraph 4, are:

Office and clerical sectors temporary employment agency 1: 0.71%

Technical and industrial sectors temporary employment agency 2: 1.16%

The maximum percentages referred to in Article 25, Paragraph 1 (a), are based on an equal division of premiums between the temporary employment agency and the temporary worker if insurance is taken out. The parties have agreed that the maximum percentages that may be deducted from the temporary worker's pay are as follows (1 January 2009):

Temporary employment agencies I: 0.79%

Temporary employment agencies II: 1.30%

## **SCHEDULE 4.**

### **JOB CLASSIFICATION AND JOB GRADES**

This Schedule lists the names, classification and grades of jobs in order to provide the fullest possible information about the limits within which suitable alternative work can be offered. The jobs are graded by level of responsibility. A subdivision has been created by ranking the different jobs. This subdivision consists of ten different levels, rising in level of responsibility.

Supervisory and managerial positions have not been included. In this connection a supervisory job is classified one grade higher than the jobs subject to the supervision and a managerial job is classified two grades higher than the jobs subject to the management.

**GRADE 1.**

Very simple activities of the same kind, which are usually repetitive and do not require vocational training or experience; educational level required: lower general secondary education (lavo).

**GRADE 2.**

Simple activities of virtually the same kind, which are usually repetitive and require some vocational education and relevant experience; educational level required: lower general secondary education (lavo) and sometimes some additional job-specific training.

**GRADE 3.**

Simple activities of a varied nature, which are usually repetitive and require some lower vocational education and relevant experience; educational level required: lower general secondary education (lavo) and additional job-specific training; junior general secondary education (mavo) or lower secondary vocational education (lbo).

**GRADE 4.**

Less simple activities that are not always repetitive and generally require extensive lower vocational education and commensurate experience; educational level: lower general secondary education (lavo) and extensive job-specific training; junior general secondary education (mavo) or lower secondary vocational education (lbo) and additional job-specific training; senior general secondary education (havo) or pre-university education (vwo).

**GRADE 5.**

Difficult activities that involve little repetition and often require some secondary vocational education and commensurate experience; educational level: junior general secondary education (mavo) or lower secondary vocational education (lbo) and extensive job-specific training; senior general secondary education (havo) or pre-university education (vwo) and additional job-specific training; senior secondary vocational education (mbo).

**GRADE 6.**

Difficult activities that seldom involve repetition and require more senior vocational education and commensurate experience; educational level: senior general secondary education (havo) or pre-university education (vwo) and extensive job-specific training; senior secondary vocational education (mbo), with job-related exam subjects.

**GRADE 7.**

Difficult and slightly varied package of activities that do not involve repetition and generally require extensive senior secondary vocational education and commensurate experience; educational level: senior secondary vocational education (mbo) and additional job-specific training; higher professional education (hbo).

**GRADE 8.**

Difficult and fairly varied package of activities that do not involve repetition and require some higher professional education and commensurate experience; educational level: senior secondary vocational education (mbo) with extensive job-specific training; higher professional education (hbo) with job-related exam subjects.

**GRADE 9.**

Difficult and varied package of activities that do not involve repetition and require extensive higher professional education and commensurate experience; educational level: higher professional education (hbo) and additional job-specific training; university education.

**GRADE 10.**

Difficult and very varied package of activities that do not involve repetition and require extensive higher professional education and commensurate experience; educational level: higher professional education (hbo) and extensive job-specific training; university education with job-related exam subjects.

**All the specified jobs are for men and women**

<b>job</b>	<b>(translation)</b>	<b>grade</b>
<b>A</b>		
administratief assistent	(junior clerical assistant)	2-3-4
administratief medewerker	(senior clerical assistant)	5
afdelingschef	(department head)	5-6-7
afdelingshulp (paramedisch)	(ward orderly – paramedic)	3
afdelingssecretaresse	(department secretary)	5-6
afwasser	(washer-up)	1-2-3
antenneplaatser	(aerial fitter)	2-3
archieffassistent	(filing assistant)	2-3
assistent postkamer	(post room assistant)	2-3-4
assistent linnenkamer	(linen room assistant)	2
automonteur	(car mechanic)	5-6
automonteur (2e)	(junior car mechanic)	4-5-6
autopoetser	(car polisher)	1-2
autowasser	(car washer)	1-2
<b>B</b>		
badhulp	(bathing assistant)	3
bakker	(baker)	4-5-6
baliemedewerker	(desk/counter clerk)	1-2
bankwerker	(bench fitter)	5-6-7
bankwerker schroef en as	(bench fitter – screw and axle)	5-6-7
barmedewerker	(bartender)	2-3-4
bedradingsmonteur	(cable/wiring fitter)	4-5-6
bejaardenhulp	(geriatric helper)	4
bejaardenverzorgende	(geriatric nursing auxiliary)	5
belader	(loader)	2-3
bestelwagenchauffeur	(van driver)	3-4
beveiligingsbeambte	(security officer)	3-4
bezigheidstherapeut	(occupational therapist)	5-6
bezorger	(delivery man/women)	1-2
bijrijder	(driver's mate)	1-2-3
boekhouder	(bookkeeper)	7-8-9
boekhouder (PD-niveau)	(bookkeeper – practical diploma level)	2-3-4-5
boekhouder (MBA-niveau)	(bookkeeper – management accounting level)	3-4-5-6
boekhouder (SPD-niveau)	(bookkeeper – higher national diploma level)	4-5-6-7-8
boekhoudkundig assistent	(junior bookkeeping assistant)	4
boekhoudkundig medewerker	(senior bookkeeping assistant)	5-6-7
bouwveger	(construction site sweeper)	1-2
brander	(burner/distiller)	2-3-4
broodjessmeerder	(sandwich maker)	1-2
bundelaar	(bundler)	1-2
<b>C</b>		
cadoperator	(CAD operator)	3-4-5
calculator	(calculator)	7-8-9
caissière	(cashier / check-out operator)	2-3
chauffeur (gevaarlijke stoffen)	(driver – hazardous substances)	3-4-5
chauffeur (groot rijbewijs)	(heavy goods vehicle driver)	3-4-5-6
chauffeur (chauffeursdiploma)	(driver – bus/truck driving diploma)	3-4-5-6
chemisch analist	(chemical analyst)	6-7-8-9-10
classificeerder	(ship cleaner)	2-3
codeerder	(code clerk)	6-7-8-9-10

commercieel administratief	(commercial / clerical)	1-2-3
commercieel medewerker binnendienst	(commercial assistant – office-based)	3-4-5
commercieel secretariaatsmedewerker	(commercial secretarial assistant)	4-5-6
computeroperator	(computer operator)	4-5-6
conferentiecoördinator	(conference coordinator)	5-6-7
constructeur	(technical draughtsman)	8-9-10
constructiemedewerker	(draughting assistant)	3-4
constructiebankwerker	(lathe operator)	3-4-5
constructiebankwerker werkplaats	(lathe operator – workplace)	3-4-5
correspondent (moderne talen)	(correspondent – modern languages)	7-8-9
cv-monteur	(central heating engineer)	4-5-6
<b>D</b>		
datatypist	(data typist)	3-4
debiteurenbewaker	(credit controller)	2-3
declarant (aankomend)	(junior import/export clerk)	3-4-5
declarant (ervaren)	(senior import/export clerk)	4-5-6
device-operator	(device operator)	2-3-4
dienstmeisje	(domestic servant)	3
diëtist	(dietician)	8
directiesecretaresse	(executive secretary)	8-9
dokwerker	(dock worker)	3-4-5
draaiër (cnc)	(CNC miller)	4-5-6
draaiër (conventioneel)	(miller – conventional)	4-5-6
drukker	(printer)	4-5
dtp'er	(desktop publisher)	4-5-6
<b>E</b>		
elektrosleutelaar	(electrical goods repairer)	2-3
elektromonteur (1e)	(junior electrician)	4-5-6
elektromonteur	(electrician)	5-6-7
elektromonteur (leerling)	(trainee electrician)	3-4-5
elektromonteur (scheeps)	(marine electrician)	3-4-5
exportbegeleider	(export supervisor)	2-3
<b>F</b>		
frezer	(milling machine operator)	4-5-6
fruitsorteerder	(fruit sorter)	1-2
fysiotherapeut	(physiotherapist)	9
<b>G</b>		
glazenwasser	(window cleaner)	2-3-4
groenvoorziener	(parks worker)	1-2-3
grondwerker	(navvy)	3-4-5
<b>H</b>		
handlanger	(unskilled labourer)	1-2
hbo'er voor middenkader	(higher professional staff for middle management posts)	4-5-6
heftruckchauffeur	(forklift truck driver)	3-4
heilgymnast/masseur	(remedial gymnastics therapist)	8
hoofd bedrijfsbureau	(head, operations office)	8-9-10
hoofdkassier	(chief cashier)	4-5
hostess/gastvrouw	(hostess)	4-5
houtbewerker	(woodworking machinist)	3-4-5
huismeester	(caretaker)	3-4
hulpbankwerker	(assistant bench fitter)	4
hulpkok	(assistant cook)	3

hulpmonteur beveiligingen	(assistant security system fitter)	2-3
hulptimmerman	(assistant carpenter)	4
<b>I</b>		
industrieel schoonmaker	(industrial cleaner)	2-3-4
inpakker	(packer)	1-2-3
installateur computer	(computer installer)	3-4-5
<b>K</b>		
kamermeisje	(chambermaid)	3-4
kantinehulp	(canteen assistant)	2-3
kantinemedewerker	(canteen worker)	1-2
kapster	(hairdresser)	2-3-4
kelner	(waiter/waitress)	3-4-5-6
keukenbediende	(kitchen help)	2
klusjesman	(handyman)	1-2
koffiedame	(coffee lady)	1-2
kok	(chef/cook)	4-5-6-7-8
koerier-chauffeur binnenland	(courier driver – Netherlands)	3
koerier-chauffeur buitenland	(courier driver – abroad)	4
kraandrijver	(crane operator)	4-5-6
kwaliteitscontroleur	(quality controller)	4-5-6
<b>L</b>		
laborant	(lab technician)	5-6-7
lader/losser	(loader / unloader)	1-2-3
lasser (certificaat)	(welder – certified)	4-5-6
lasser (elektrisch en co2)	(welder – electrical and CO <sub>2</sub> )	4-5-6
lasser (elektrisch)	(welder – electrical)	3-4-5
lasser (pijp)	(pipe welder)	5-6-7
lasser (scheeps)	(ship welder)	3-4-5
leraar/lerares	(teacher)	4-5-6
logistiek supervisor bedrijfsgebouw	(logistics supervisor, commercial building)	4-5-6
logistiek medewerker	(logistics assistant)	2-3
loodgieter	(plumber)	4-5-6
loodgieter (leerling)	(trainee plumber)	2-3-4
lts'er metaal	(metal worker with lower vocational technical qualification)	2-3-4
<b>M</b>		
machinebankwerker	(lathe operator)	4-5-6
machinebediener	(machine operator)	3-4-5
magazijnbediende	(warehouse assistant)	2-3
magazijnbeheerder/meester	(warehouse manager)	5-6
marketing assistent	(marketing assistant)	4-5-6
medewerker groenten en fruit	(greengrocery assistant)	1-2
medewerker buitenlands betalingsverkeer	(foreign payment transactions clerk)	4-5-6
medewerker customer service	(customer service employee)	3-4-5
metaalbewerker	(metal worker)	3-4-5
metselaar	(bricklayer)	4-5-6
monteur	(mechanic)	5-6-7
<b>N</b>		
naaister	(seamstress)	2-3-4
<b>O</b>		
ober	(waiter/waitress)	3-4-5
office-manager	(office manager)	4-5-6

offsetdrukker	(offset printer)	2-3-4
onderhoudsmonteur	(service mechanic)	3-4-5
operator	(operator)	4-5-6
opruimer	(tidier-up)	1-2
orderpicker	(order picker)	1-2
orderverzamelaar	(order picker)	2-3
<b>P</b>		
parketlegger	(parquet layer)	2-3-4
plaatwerker	(sheet-metal worker)	3-4-5
portier	(doorman)	2-3-4-5
postkamermedewerker	(post room assistant)	2-3
procesoperator	(process operator)	4-5-6
produktiemedewerker (alle soorten)	(production worker – all categories)	1-2
produktiemedewerker (lts-niveau)	(production worker with lower vocational technical qualification)	1-2-3
produktiemedewerker (mts-niveau)	(production worker – technical secondary level)	2-3-4
produktiemedewerker (avond)	(production worker – evening shift)	1-2
produktiemedewerker (ploegendienst)	(production employee – shift work)	1-2
programmeur	(programmer)	6-7-8
pijpfitter	(pipe fitter)	4-5-6
<b>R</b>		
receptioniste	(receptionist)	2-3-4-5
restauranthulp	(restaurant assistant)	2-3
<b>S</b>		
scheepsijzerwerker	(shipwright – metal)	4-5-6
schilder	(painter)	4-5-6
schoonmaker	(cleaner)	1-2-3
secretaresse	(secretary)	5-6-7-8-9
serveerster	(waitress)	2-3
servicemonteur	(service mechanic)	3-4
sjouwer	(porter/dock hand)	2-3
sjovelmachinist	(mechanical shovel operator)	2-3-4
slager	(butcher)	5-6-7
slijter	(wine merchant)	4-5-6
slijper universeel	(universal polisher)	2-3-4
stenotypiste (Nederlands)	(shorthand typist - Dutch)	4-5-6
stenotypiste (moderne talen)	(shorthand typist – modern languages)	5-6-7
stoffeerder	(upholsterer)	2-3-4
systeemontwerper	(system designer)	9-10
<b>T</b>		
technisch medewerker	(technical assistant)	1-2
technisch tekenaar	(technical draughtsman)	4-5-6
technisch service buitendienstverkoper	(technical field sales person)	5-6-7
tekenaar	(draughtsman)	5-6
tekenaar cad of cad/cam (mts)	(CAD or CAD/CAM draughtsman - technical secondary level)	2-3-4
tekenaar cad of cad/cam (hts)	(CAD or CAD/CAM draughtsman- higher technical level)	4-5-6
tekenaar constructeur	(mechanical draughtsman)	7-8
tekenaar/ontwerper	(draughtsman/designer)	4-5-6
telefonist	(telephonist/telephone operator)	4-5-6
telemarketeer	(telemarketer)	5-6-7
timmerman	(carpenter)	5-6
timmerman renovatie	(renovation carpenter)	3-4-5
tuinhulp	(gardening helper)	3

tuinman	(gardener)	4-5
typiste moderne talen	(typist – modern languages)	4-5-6
typiste Nederlands	(typist – Dutch)	3-4-5
<b>U</b>		
uitbener	(meat boner)	3-4-5
<b>V</b>		
vakantiehulp	(holiday helper)	1
verftapper	(paint mixer)	1-2
verkoper (aankomend)	(salesperson – trainee)	2-3-4
verkoper (ervaren)	(salesperson – experienced)	4-5-6
verpleeghulp	(nursing auxiliary)	3-4
verpleegkundige	(qualified nurse)	7-8-9-10
vertegenwoordiger	(sales representative)	3-4-5
verzorgingsassistent	(nursing orderly)	3
vorkheftruckchauffeur	(fork-lift truck driver)	3-4
vouwster	(laundry folder)	1-2
<b>W</b>		
wasvouwer	(laundry folder)	1-2
wegenbouwer	(roadbuilder)	2-3
werkplaatsmonteur	(workplace mechanic)	3-4-5
werkvoorbereider computer	(computer work preparer)	5-6-7
woningstofferder	(home fabrics decorator)	4-5
<b>IJ</b>		
ijzerwerker	(ironworker)	5-6
ijzerwerker (betonindustrie)	(ironworker – concrete industry)	4-5-6
<b>Z</b>		
zager	(sawyer)	1-2
ziekenverzorgende	(nursing orderly)	5

## **SCHEDULE 5. PAY REMITTANCE AND PAYSリップ**

### **Remittance of pay**

The pay and any allowances in accordance with Article 22 of this collective agreement will be remitted at the end of each payment period.

### **Payslip**

The temporary worker will be supplied with a payslip for each pay period. Before the start of the temporary employment contract the temporary employment agency will inform the temporary worker how he can receive the payslip: as a hard or digital copy. The temporary worker will be supplied with a hard copy upon request.

The payslip will contain the following information:

the actual gross pay, broken down if necessary into normal, bonus and overtime hours; wages paid in kind, waiting day compensation, disbursed reserves; any supplements; any expense allowances; deductions such as supplementary sickness benefit insurance premiums, employed persons' insurance contributions and payroll tax; the amounts disbursed net for each payment period, pension contributions and (cumulative) transfers to reserves set aside for brief absence / special leave, public holidays, holidays and holiday pay, both in percentages and in euros.

## **SCHEDULE 6 DISPUTES COMMITTEE RULES**

Rules of the Disputes Committee for the NBBU Collective Agreement For Temporary Workers

The parties:

A. Nederlandse Bond van Bemiddelings- en Uitzendondernemingen (NBBU),

and

B. Landelijke Belangenvereniging (LBV);

have decided to establish a Disputes Committee to mediate disputes that may arise as a consequence of the NBBU Collective Agreement for Temporary Workers.

### **Article 1. Definitions**

1. 'NBBU': the employers' organisation Nederlandse Bond van Bemiddelings- en Uitzendondernemingen, which has its seat at Jan van Eijcklaan 2-6, 3723 BC Bilthoven.
2. 'LBV': the employees' organisation Landelijke Bedrijfsorganisatie Verkeer, which has its seat at Strevelsweg 700/208, Verzamelgebouw Zuid, 3083 AS Rotterdam.
3. 'DISPUTES COMMITTEE': the Disputes Committee, which is composed in accordance with the provisions of Article 2 of these Rules and is responsible for mediating between the parties in the event of a dispute concerning the interpretation and application of provisions of the NBBU collective agreement.
4. 'SECRETARY': the Secretary of the NBBU Board and/or the LBV Board or an acting secretary designated for this purpose by the Disputes Committee.

## **COMPOSITION AND POWERS OF THE DISPUTES COMMITTEE**

### **Article 2.**

The Disputes Committee consists of four members. Two members are appointed by the employees' organisation and two by the employers' organisation.

### **Article 3.**

The Disputes Committee is assisted by a Secretary appointed by the Disputes Committee.

### **Article 4.**

The Disputes Committee is not empowered to deal with a dispute concerning a matter pending before the courts or a dispute on which the courts have already given judgment.

### **Article 5.**

The Disputes Committee will meet as often as any party considers necessary.

### **Article 6.**

A member of the Disputes Committee may be challenged by one or both parties to the dispute on the basis of facts or circumstances that could make it difficult for the member to form an impartial opinion about the dispute. The other Committee members will decide whether the challenge is well-founded. If the challenge is well-founded, the member concerned is replaced.

### **Article 7.**

1. The Disputes Committee has its address for service in Bilthoven.
2. Notwithstanding the provisions of the preceding Paragraph the Disputes Committee may meet to deliberate and hear witnesses and experts at any place in the Netherlands or elsewhere which is considered suitable for this purpose.

## **PROCEDURE BEFORE THE DISPUTES COMMITTEE**

### **Article 8.**

1. The disputes procedure is initiated by the lodging by the claimant of a notice of objection, which gives reasons and is sent by registered letter to the secretariat. The notice of objection may be lodged in a single copy.
2. The parties are given an opportunity to be heard. The Disputes Committee fixes a place, day and time for such a hearing after consultation with the parties.

#### **Article 9.**

Each party bears its own costs in connection with a dispute, unless the Disputes Committee decides otherwise in special cases.

#### **Article 10. Ruling**

1. The Disputes Committee gives a ruling by a majority of votes and in accordance with the relevant collective agreement, the contract concluded between the parties, the terms and conditions forming part thereof and the statutory rules.
2. The ruling amounts to no more than a proposal to the parties to resolve the impasse. The parties should inform the secretariat within six weeks of the date of the ruling whether they agree with its content.
3. If the parties accept the ruling, this will be binding on them. If the Disputes Committee remains divided in its opinion of the dispute in question, the matter may be referred to the competent court.

#### **Article 11. Non-disclosure obligation**

The members of the Disputes Committee may not disclose any information about the parties that comes to their attention in the course of dealing with the dispute.

#### **Article 12. Exclusion of liability**

The Disputes Committee cannot be held liable for any acts or omissions in relation to a dispute to which these rules apply.

### **SCHEDULE 7. SCOPE DEFINED IN MORE DETAIL: METALWORKING AND TECHNOLOGY SECTOR**

This NBBU Collective Agreement for Temporary Workers does not apply to an employer covered by one of the following collective agreements:

- collective agreement for the metalworking industry
- collective agreement for the bodywork industry
- collective agreement for the motor vehicle and two-wheeler trade
- collective agreement for the gold and silver trade
- collective agreement for the insulation trade
- collective agreement for the electrical trade
- collective agreement for the plumbing, fitting, central heating and refrigeration trade

unless the employer meets the following cumulative requirements:

- a. The business activities of the employer consist exclusively in the posting of temporary workers as defined in Section 690 in Book 7 of the Netherlands Civil Code, and
- b. The number of agreed working hours of the employees in the service of this employer who are involved in activities as described in the collective agreement for the metal-working industry, the collective agreement for the bodywork industry, the collective agreement for the motor vehicle and two-wheeler trade, the collective agreement for the gold and silver trade, the collective agreement for the insulation trade, the collective agreement for the electrical trade, and/or the collective agreement for the plumbing, fitting, central heating and refrigeration trade, is less than 75% of the total number of agreed working hours of the employees who are in such service, in other words: at least 25% of the number of working hours of such employees relates to activities carried out in some trade or industry other than those referred to in Article 3 of the aforesaid collective agreements, and
- c. The employer contracts out at least 15% of the total payroll liable to social security contributions on an annual basis under temporary employment contracts with a temporary employment clause as referred to in Section 691(2) in Book 7 of the Netherlands Civil Code, as defined in Article 1, Paragraphs 1 and 2, and Article 2 of the Temporary Employment Agencies (Classification) Order (*Besluit Indeling Uitzendbedrijven*) of the National Institute for Social Insurance (LISV) dated 6 October 1999, published in the Government Gazette (*Staatscourant*), number 49 of 9 March 2000. The employer is deemed to meet this criterion if and in so far as this has been established by the Employee Insurance Schemes Implementing Body (UWV), and

- d. The employer is not part of a group that is covered either directly or indirectly (through a provision making application obligatory or through a declaration of universal application) by one of the collective agreements referred to above in clause (b), and
- e. The employer is not a jointly agreed labour pool.

## **SCHEDULE 8.**

### **SECTIONS FROM THE CIVIL CODE**

#### **[Fixed-term employment contract series]**

##### **Section 668a, Book 7 of the Netherlands Civil Code**

1. From the day when:
  - a. fixed-term employment contracts between the same parties have succeeded one another at intervals of at most three months over a period of 36 months or more (including such intervals), the last employment contract shall be deemed to have been entered into for an indefinite term as from that day;
  - b. more than three fixed-term employment contracts between the same parties have succeeded one another at intervals of not more than three months, the last employment contract shall be deemed to have been entered into for an indefinite term.
2. Subsection 1 shall apply *by analogy* to successive employment contracts between an employee and different employers who must reasonably be treated as each other's successors with regard to the work performed.
3. Subsection 1 clause (a) and last part of the sentence shall not apply to an employment contract entered into for not more than three months which immediately follows an employment contract entered into for 36 months or more between the same parties.
4. The period of notice shall be calculated from the time the first employment contract referred to in clause (a) or (b) of subsection 1 was entered into.
5. Subsections 1 to 4 may be derogated from to the detriment of the employee only by collective agreements or by a scheme made by or on behalf of a competent administrative authority.

#### **[Special rules for temporary employment contracts]**

##### **Section 691, Book 7 of the Netherlands Civil Code**

1. Section 668a shall apply to a temporary employment contract only when the employee has worked over a period of more than 26 weeks.
2. It may be provided in writing in a temporary employment contract that the contract ends by operation of law if the employee's posting by the employer with a third party as referred to in Section 690 is terminated at the request of such third party. If a clause as referred to in the previous sentence is included in the temporary employment contract, the employee may terminate the contract with immediate effect.
3. A clause as referred to in subsection 2 shall cease to apply if the employee has worked for the employer for more than 26 weeks. The right of the employee to terminate the contract as referred to in subsection 2 shall lapse on expiry of this period.
4. Successive periods of work separated by intervals of less than one year shall be taken into account in calculating the periods referred to in subsections 1 and 3.
5. Periods in which work is performed for different employers who must reasonably be deemed to be each other's successors in respect of the work performed shall also be taken into account in calculating the periods referred to in subsections 1 and 3.
6. This Section shall not apply to a temporary employment contract where the employer and the third party form part of the same group as defined in Section 24b in Book 2 or where one is a subsidiary of the other as defined in Section 24a in Book 2 of the Netherlands Civil Code.
7. Derogation from the periods referred to in subsections 1, 3 and 4 and from subsection 5 to the detriment of the employee shall be permissible only by collective agreement or by a scheme made by or on behalf of a competent administrative authority.

#### **[No work, but pay continues]**

##### **Section 628, Book 7 of the Netherlands Civil Code**

1. An employee shall retain the right to the remuneration determined by unit of time ('pay period wages') if he has not performed the contracted work through a cause for which the employer should reasonably be held responsible.

2. If he is entitled to a pecuniary benefit pursuant to any insurance prescribed by law or pursuant to any insurance policy from any fund participated in by virtue of or under the employment contract, the pay shall be reduced by the amount of that benefit.
3. If the pay in cash terms is fixed other than by reference to a unit of time the provisions of this Section shall apply, with the proviso that pay shall be understood to mean the average pay which the employee could have earned during that period if he had not been prevented from doing so.
4. The pay shall, however, be reduced by the amount of the expenses which the employee has saved by not performing the work.
5. Subsections 1 to 4 may be derogated from to the detriment of the employee during the first six months of the employment contract only by written agreement.
6. In the case of successive employment contracts as defined in Section 668a, a derogation as referred to in subsection 5 may be agreed for not more than six months in total.
7. After the expiry of the period referred to in subsection 5, this Section may be derogated from to the detriment of the employee only by collective agreement or by a scheme made by or on behalf of a competent administrative authority.

**[Minimum entitlement per call-out]**

**Section 628a, Book 7 of the Netherlands Civil Code**

1. If a period of work of less than 15 hours a week has been agreed and the times when the work must be performed have not been fixed or not been clearly fixed, the employee shall be entitled to the remuneration to which he would have been entitled if he had performed work for three hours for every period of less than three hours in which he performed work.
2. This Section may not be derogated from to the detriment of the employee.

**[Period of notice]**

**Section 672, Book 7 of the Netherlands Civil Code**

1. Notice of termination shall be given with effect from the end of a month, unless another day has been designated for this purpose by written agreement or in accordance with custom and practice.
2. The following periods of notice shall be observed by the employer in the case of an employment contract which, on the day of termination, has lasted:
  - a. less than five years: one month;
  - b. five years or more but less than ten years: two months;
  - c. ten years or more but less than fifteen years: three months;
  - d. fifteen years or more: four months.
3. The period of notice to be observed by the employee shall be one month.
4. If the consent referred to in Article 6 of the Extraordinary Decree on Labour Relations 1945 (*Buitengewoon Besluit Arbeidsverhoudingen 1945*) has been granted, the period of notice to be observed by the employer shall be reduced by one month, with the proviso that the remaining period of notice is not less than one month.
5. The period referred to in subsection 3 may be reduced only by collective agreement or by a scheme made by or on behalf of a competent administrative authority. The period may be extended in writing.
6. The period referred to in subsection 3 may be derogated from in writing. In the case of an extension, the period of notice may not exceed six months for an employee, and for an employer it may not be less than twice the period to be observed by the employee.
7. As regards the remaining period of notice of one month, subsection 4 may be derogated from to the detriment of the employee only by collective agreement or by a scheme made by or on behalf of a competent administrative authority.
8. The period of notice referred to in subsection 6, second sentence, may be reduced for the employer by collective agreement or by a scheme made by or on behalf of a competent administrative authority, with the proviso that the period is not shorter than that to be observed by the employee.
9. For the purposes of subsection 2 employment contracts shall be deemed to constitute a single continuous employment contract upon restoration of the employment contract pursuant to Section 682.

**[Pay equivalence rule]**

**Section 8 of the Netherlands Posting of Workers by Intermediaries Act (*Wet allocatie arbeidskrachten door intermediairs*)**

1. A party that posts workers to work for a hirer shall owe these workers wages, benefits and other allowances equivalent to the wages, benefits and other allowances granted to employees who work in the same or similar positions in the service of the business to which the posting is made.

2. Subsection I shall not apply if it is provided either in a collective agreement applicable to the business that posts the worker or by law what wages, benefits and other allowances the party that posts workers owes to those workers.
3. Subsection I shall not apply either if the business to which the employee is posted is subject to a collective agreement containing provisions by virtue of which the employer must ensure that employees posted to his business receive wages, benefits and other allowances in accordance with the provisions of that collective agreement.

## **SCHEDULE 9.**

### **TRANSITIONAL PROVISIONS APPLYING TO TEMPORARY WORKERS AGED 65 AND OVER**

1. The 65plus phases system will apply immediately to a temporary worker who has already attained the age of 65 on 30 March 2009 and who is working under a phase 1 or 2 or 3 temporary employment contract. The number of weeks already accumulated will be retained in the 65plus phases system.
2. If a temporary worker has already attained the age of 65 on 30 March 2009 and is between two temporary employment contracts, the following will apply. If a new temporary employment contract is concluded on or after 30 March 2009, the 65plus phases system will apply immediately to the new temporary employment contract. The number of weeks already worked and/or accumulated will be retained, unless the counting starts anew because the interval between the two temporary employment contracts is longer than the interval applicable under the 65plus phases system.
3. A temporary worker who has already attained the age of 65 on 30 March 2009 and who is working under a phase 4 temporary employment contract will remain entitled to an open-ended temporary employment contract. The temporary worker may waive such entitlement by signing a waiver.

## **SCHEDULE 10.**

### **DIFFERENT TERMS AND CONDITIONS OF EMPLOYMENT FOR TEMPORARY WORKERS EMPLOYED IN THE CONSTRUCTION INDUSTRY**

The package of terms and conditions of employment referred to in Article 37 is as follows.

1. The provisions of the present collective agreement apply equally to temporary workers posted to work for a hirer that comes under the collective agreement for the construction industry. In addition to this collective agreement, a differently designed package of terms and conditions of employment applies to these temporary workers.
2. A distinction is made in the collective agreement for the construction industry between building site jobs and executive, technical and administrative jobs (UTA jobs). This distinction also applies to temporary workers.
3. A temporary worker who is posted to work for a hirer as referred to in Paragraph 1 is defined either as a qualified worker or as a newcomer.
4. A qualified worker in a building site job is a temporary worker who:
  - a. is taking a training course under a practical training contract (BPVO) as referred to in Article 28, Paragraph 3, of the collective agreement for the construction industry; or
  - b. is in possession of a diploma or practical certificate of a training course as referred to in Article 28, Paragraph 3, of the collective agreement for the construction industry; or
  - c. is following a course of training in the construction industry as an adult professional; or
  - d. has performed, within a period of two years, a total of twelve months' building work as defined in the collective agreement for the construction industry (immediately prior to the start of the temporary work or – as soon as this is the case – during the performance of the temporary work in the construction industry).A qualified worker in a UTA job is a temporary worker who:
  - a. is in possession of at least a level-2 diploma of the vocational training path (BOL) in a construction industry subject; or
  - b. has performed, within a period of two years, a total of twelve months' UTA work as defined in the collective agreement for the construction industry (immediately prior to the start of the temporary work or – as soon as this is the case – during the performance of the temporary work in the construction industry).A newcomer is a temporary worker who does not fall within the definition of 'qualified worker'.
5. The temporary employment agency should take account of the following additional terms and conditions of employment from the collective agreement for the construction industry (i.e. in addition to the provisions of this collective agreement) in respect of a qualified worker in a building site job.
  - Article 11a, Paragraphs 1, 2 (first sentence), 3, 7 and 8 (age-related leave and 4-day working week for building site staff aged 55 and over)
  - Article 42 (travelling time allowance)
  - Article 33 (performance-related pay)
  - Article 18 (stand-by duty).

6. The temporary employment agency should take account of the following additional terms and conditions of employment from the collective agreement for the construction industry (i.e. in addition to the provisions of this collective agreement) in respect of a qualified worker in a UTA job.
  - Article 11b, Paragraphs 1, 2, 6, 10 and 11 (4-day working week for UTA staff aged 55 or over).
7. The provision concerning shorter working hours in Article 22, Paragraph 2, of this collective agreement does not apply to a newcomer.
8. The obligation to continue to pay wages as defined in Section 628 in Book 7 of the Netherlands Civil Code does not apply to qualified workers in building site jobs if they are prevented from working owing to adverse weather conditions as set out in Article 20a of the collective agreement for the construction industry. In that case, the temporary employment agency will supplement the unemployment benefit under Section 18 of the Unemployment Insurance Act to 100% of the applicable pay determined by unit of time ('pay period wages') in the applicable salary scale.
9. The applicable texts of the collective agreement for the construction industry can be found at [www.nbbu.nl](http://www.nbbu.nl).

## **SCHEDULE II. PENSION PLAN**

### **Basic Pension Plan (*BasisPensioenregeling*)**

1. Temporary workers:
  - who have worked for at least 26 weeks for one temporary employment agency, and
  - who are aged 21 or older (counting from the first day of the month in which they reach the age of 21), and
  - who are working in the first 78 weeks of the phases system,
 are members of the Basic Pension Plan, subject to the conditions set forth below.
2. For the purposes of Paragraph 1 of this Article, a temporary worker who has worked for one or more successor employers within the said 26-week period is also deemed to have worked for one employer for 26 weeks.
3. Temporary workers who change employer after meeting the eligibility requirement referred to in Paragraph 1 of this Article but who continue to work within the scope of the foundation *Stichting Pensioenfonds voor Personeelsdiensten* (STIPP, Pension Fund for the Employment and Staffing Services Industry), need not fulfil the eligibility requirement anew but continue to be members of the plan unless there has been an interval of 52 weeks or more between two temporary employment contracts.
4. The Pension Fund for the Employment and Staffing Services Industry (STIPP) is responsible for administering the Basic Pension Plan.
5. The Basic Pension Plan is a defined contribution plan; the defined contribution is 2.6 per cent of the gross pay as of 1 January 2008. The retirement age under the Basic Pension Plan is 65. Members of the Basic Pension Plan build up a personal fund to provide them with a retirement pension and/or a partner's pension. For the purposes of this Article 'gross pay' means the pay for the hours normally worked, the pay for irregular hours (i.e. the hours in different day and time zones), the waiting day compensation, the holidays (or accrued reserves for holidays), special leave, brief absence and public holidays, and the holiday pay. For the purposes of this Article gross pay does not mean pay for overtime, compensatory hours, travelling time and grossed-up allowances.
6. Each employer is obliged to pay the pension contributions, calculated in accordance with the STIPP Administration Regulations (*Uitvoeringsreglement*), to STIPP.
7. Full details of the Basic Pension Plan are set out in the STIPP Basic Pension Plan Rules (*Basis Pensioenreglement*), which is available as a separate publication.

### **Plus Pension Plan (*PlusPensioenregeling*)**

1. Temporary workers:
  - who are aged 21 or older (counting from the first day of the month in which they reach the age of 21), and
  - who are working on the basis of the phases system and have completed the first 78 weeks, or
  - who have entered into a temporary employment contract in accordance with the period and chain system,
 are members of the Plus Pension Plan, subject to the conditions set forth below.
2. Temporary workers who change employer, after meeting the eligibility requirement referred to in Paragraph 1 of this Article, but who continue to work within the scope of the foundation *Stichting Pensioenfonds voor Personeelsdiensten* (STIPP, Pension Fund for the Employment and Staffing Services Industry), need not fulfil the eligibility requirement anew but continue to be members of the plan unless there has been an interval of 26 weeks or more between two temporary employment contracts.
3. The Pension Fund for the Employment and Staffing Services Industry (STIPP) is responsible for administering the Plus Pension Plan.

4. The Plus Pension Plan is a defined contribution plan with a retirement age of 65. Members of the Plus Pension Plan build up a personal fund to provide them with a retirement pension and/or a partner's pension. The contributions made available to build up the personal fund are expressed as a percentage of the pensionable pay in accordance with the following scale:

Age group	Pension contribution
20-24	5.25%
25-29	6.11%
30-34	7.11%
35-39	8.24%
40-44	9.60%
45-49	11.22%
50-54	13.22%
55-59	15.66%
60-64	18.78%

- The hourly pensionable pay is the temporary worker's gross hourly pay less the non-pensionable component. For the purposes of this Article 'gross pay' means the pay for the hours normally worked, the pay for irregular hours (i.e. the hours in different day and time zones), the holidays, special leave, brief absence and public holidays, and the holiday pay. Gross pay does not include pay for overtime, compensatory hours, travelling time and grossed-up allowances.
5. In case of incapacity for work as defined in the Netherlands Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen*), a temporary worker's pension benefits will continue to accrue on a non-contributory basis pro rata to the degree of incapacity for work, based on the level of pension contributions at the time of commencement of the incapacity for work.
6. The pension plan provides for term insurance to cover the partner's pension with respect to years of future pensionable service if an employee dies during his employment.
7. Each employer is obliged to pay the flat rate pension contribution, calculated in accordance with the STIPP Administration Regulations (*Uitvoeringsreglement*), to STIPP. (NB This is one flat rate contribution, not the contribution as per the table in Paragraph 4 of this Article).
8. The employer is entitled to deduct part of the pension contributions from the temporary worker's pay if and as soon as the temporary worker is covered by the pension plan. The maximum amount of the deduction is the equivalent of one third of the contribution referred to in Paragraph 7.
9. Full details of the Plus Pension Plan are set out in the STIPP Plus Pension Plan Rules (*Plus Pensioenreglement*), which is available as a separate publication.