

CAO COLLECTIVE AGREEMENT
FOR TEMPORARY WORKERS
1 JUNE 2014 – 31 MAY 2019



NBBU

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1st edition: September 2014
2nd edition: January 2015
3rd edition: July 2015
4th edition: January 2017
5th edition: March 2018

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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 1 June 2014.

Amersfoort, 2014

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 8 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, under its supervision and direction, 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.

‘Written-In Writing’

Put down in writing or made available by e/mail or by means of a personalised, secured portal, unless otherwise has been explicitly stipulated in this collective agreement. If a personalised, secured portal is used, then it must be possible for the temporary employee to download documents made available on it. In addition, the temporary worker must be informed minimally one month in advance on closure of the portal or removal of the documents made available on it.

ARTICLE 3

TERM, RENEWAL AND TERMINATION OF THIS AGREEMENT

This collective agreement has been entered into for a term starting on 1 June 2014 and ending on 31 May 2019. After 1 January 2016, the parties to the collective agreement may terminate the agreement early subject to six months’ notice.

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 6A

AVAILABILITY AND EXCLUSIVITY

1. The temporary worker is free to accept work elsewhere unless the temporary worker has indicated to the temporary work agency to come to work while there is clarity with regard to the day(s), (expected) time(s) and the (expected) number of hours per week.
2. After consultation with the temporary work agency, the temporary worker with a temporary employment contract including the obligation to continue to pay salary can change his availability indicated at the start of the temporary employment contract. In such event, the changed availability must always remain sufficient for the temporary work agency to make the temporary worker available for the agreed working hours subject to the obligation to continue to pay salary. In this respect, the required availability must be proportionate to the agreed working hours subject to the obligation to continue to pay salary, as well as to the number of day(s), the time(s) and the number of hours and the distribution thereof.

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 normal working time and working hours applicable in the organisation of the hirer also apply to the temporary worker.
2. In consultation with the hirer and the temporary employment agency, the temporary worker is permitted to derogate from the working time and/or 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 will be provided with a description of the dangers and risks related to the workplace and measurements to limit these dangers and risks.
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 times, 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 day on which the temporary worker reaches state pension (*AOW*) age. The temporary employment contract

will also end in the circumstances set out in Paragraph 3 of Article 13 and Paragraph 3 of Article 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 9 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.
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 phases 1 and 2 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. During his/her temporary agreement, after 26 weeks worked, the temporary worker is entitled to compensation of at least three times the actual hourly rate per temporary agreement, even if the work under the temporary agreement has lapsed and consequently no work is carried out. However, if the temporary worker is incapacitated for work, the temporary employment agency is under an obligation to continue to pay his or her wages.

* Within the legal parameters of Section 7:691 of the Netherlands Civil Code and by way of derogation from the Section 7:691 of the Netherlands Civil Code during a period of 78 worked weeks.

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 78 (52 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.

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.

¹ See Schedule 4

PHASE 3

If phases 1 and 2 have been completed and a new temporary employment contract is entered into after an interval of more than 6 months, 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 6 months, the temporary worker will be deemed to be in phase 3.

1. The counting of phase 3
 - a. Phase 3 lasts for a maximum of 4 years. During this period a maximum of 6 fixed-term temporary employment contracts may be entered into.
 - b. If there is an interval of more than 6 months or longer between two phase 3 temporary employment contracts, the counting of phase 1 will start anew.
 - c. An interval of 6 months or less between two phase 3 temporary employment contracts will count towards the period of 4 years.
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. In accordance with Section 668a, subsection 5, 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 more than 6 months, phase 1 will start anew. If phase 3 has been completed and the activities are continued or a new temporary employment contract is entered into within 6 months, 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 9 to this collective agreement) 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 6 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 6 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 in accordance with Section 628(7) in the Netherlands Civil Code differs, 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 6 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 more than 6 months.
5. If the temporary employment agency is a successor employer, the following applies: in determining the temporary worker's legal status, the temporary worker's employment history with his previous employer is left out of consideration if the temporary worker was employed under an open-ended (temporary) employment contract which (i) has been terminated by a valid notice of termination as referred to in Section 671 (1) in Book 7 of the Netherlands Civil Code (see Schedule 9 to this collective agreement), (ii) has been terminated by a liquidator or official receiver (curator) as defined in Section 40 of the Netherlands Bankruptcy and Insolvency Act (*Faillissementswet*) or (iii) has been rescinded by the Subdistrict Court (*kantonrechter*).*

* Termination with mutual approval and termination by the temporary worker are not deemed valid terminations as referred to in this paragraph.

- 6 The person entitled to state pension and successive employership
In the event of successive employership while the temporary worker has reached the state pensionable age, the legal position of the temporary worker will be defined as follows. The temporary worker entitled to state pension who was working at the former employer on the basis of a (temporary) employment contract for a definite or indefinite period of time starts working for the employment agency as from the start of phase 2, in derogation of Section 7:668a, subsection 2 Dutch Civil Code.

ARTICLE 19

PROBATIONARY PERIOD AND NOTIFICATION 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 more than six 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).
3. In accordance with Section 668 in Book 7 of the Netherlands Civil Code a statutory notification period applies to temporary employment contracts for terms of six months or more (see Schedule 9 to this collective agreement). The employer will notify the employee in writing no later than one month before the expiry by operation of law of a fixed-term temporary employment contract whether the contract will be continued or not.

ARTICLE 20

NON-COMPETITION CLAUSE

1. Direct (non-competition) clauses designed to prevent or hinder a temporary worker from entering the service of a hirer are prohibited and therefore void.
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 (*Waad*).
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. The application of the secondment remuneration can be based on the information as provided by the temporary employer regarding the function group, the amount of the salary, the applicable working time reduction, the amount of the periodic increments, the amount of the initial salary increase, the untaxed expenses and the supplements. Application of the

temporary employer's remuneration will never be adjusted with retroactive effect, unless there is intent or apparent abuse.

4.
 - 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.

5. The temporary employment agency and the temporary worker may agree in writing to 'convert' part of the wages referred to in Paragraph 1, including the allowances for irregular hours and overtime included therein, as well as the compensatory time referred to in Paragraph 3 and the holidays in excess of the statutory entitlement, into tax-free allowances or tax-free benefits in kind in connection with expatriation costs ('objectives'). The conversion into tax-free allowances or tax-free benefits in kind is subject to the following restrictions and conditions:
 - a. The conversion of wages into tax-free allowances or tax-free benefits in kind in connection with expatriation costs is permitted only in respect of double housing costs, costs of travel from and to the place of residence in the temporary worker's country of origin and extra living expenses.
 - b. Conversion of wages is subject always to mandatory rules of law.
 - c. Wages may be converted only if and to the extent that such conversion is permissible for tax purposes.
 - d. The amount of any tax-free allowances and the value of any tax-free benefits in kind which the temporary employment agency wishes to pay or provide must be itemised on the payslip.
 - e. The conversion of wages into tax-free allowances or tax-free benefits in kind must be agreed with the temporary worker in advance and laid down in (an addendum to) the temporary employment contract. The (addendum to the) temporary employment contract must specify inter alia the tax-free allowances or tax-free benefits in kind into which part of the temporary worker's wages are converted, as well as the period for which this is agreed.
 - f. After conversion, the temporary worker's wages may not be less than the statutory minimum wage applicable to him.
 - g. The conversion of wages, including the allowances for irregular hours and overtime included therein, as well as the compensatory time referred to in Paragraph 3 and the holidays in excess of the statutory entitlement, is limited to a maximum of 30% of the wages referred to in Paragraph 1.
 - h. A tax-free allowance paid under this scheme must be limited to the expenses actually incurred. A tax-free benefit in kind provided under this scheme is valued at market value.

- i. No (reservations for) holidays, holiday pay, brief absence, special leave, public holidays and waiting days are accrued in respect of the converted part of the wages. Accordingly, the aforesaid entitlements are accrued only in respect of the non-converted part of the wages.
 - j. No pension benefits are accrued in respect of the converted part of the wages.
 - k. Conversion of part of the temporary worker's wages does not affect the overtime pay calculation basis and the irregular hours allowance.
 - l. The converted wages and the value of the holidays in excess of the statutory entitlement which the temporary worker converts into a tax-free allowance or a tax-free benefit in kind must not exceed 81% of the amount of expatriation costs which the temporary employment agency wishes to reimburse free of tax. The percentage of 81 does not apply to the conversion of allowances for irregular hours and overtime and the compensatory time referred to in Paragraph 3.
6. 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.
 7. 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.

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 5 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 the temporary employment agency has made an effort without results during a reasonable term¹ to reassign the temporary worker (with the help of training or not) in a suitable position there is a reasonable ground for termination of the temporary employment contract. It should then also be expected that the temporary worker will not be able to perform the same or similar work for that hirer within a period of 26 weeks. The temporary employment agency can then request permission from the UWV for termination of the temporary work contract on the basis of economic circumstances.
8. If the temporary employment agency has obtained permission from the UWV as referred to in the previous Paragraph, the employment relationship may be validly terminated subject to the applicable period of notice.

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 5 to this collective agreement.

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 (*Ziektewet*) 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.

¹ The reasonable term is equal to the notice period referred to in Section 7:672 sub-section 2 Dutch Civil Code.

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;
- > death of a parent, step-parent or parent-in-law or of a child not living at home;
- > the employee's spouse giving birth (childbirth leave);

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 |
| > King's Birthday* ** | > Christmas Day* |
| > Liberation Day 2015* | > 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.
5. In derogation of Section 640a in Book 7 of the Netherlands Civil Code, the entitlement to the statutory minimum number of days' holiday lapses twelve months after the last day of the calendar year in which the holiday entitlement is accrued, unless the temporary worker is reasonably unable to take his holiday entitlement by that time.
6. At the timely request of the temporary worker, the temporary worker and the temporary employment agency may agree, in derogation of Paragraph 5, that the entitlement to the

statutory minimum number of days' holiday lapses no later than thirty months after the last day of the calendar year in which the holiday entitlement is accrued, to allow the temporary worker to take a long holiday.

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. In derogation of Paragraph 1(c), the temporary worker and the temporary employment agency may agree in writing, separately from the collective agreement, that any amount still reserved will be paid out to the temporary worker within 18 weeks of the end of the temporary employment contract.
 - e. 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.
 - f. 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.
 - g. 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.
 - h. 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(f);
 - > 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.
4. If applicable the following applies to the holidays in addition to paragraphs 1 sub a and 3 sub a of this article. The actual salary will be increased by remunerations which the temporary worker would have received on the basis of article 22 paragraph 2 if he would have worked during holidays. The remunerations referred to here do not include reimbursements of expenses.

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 with whom the temporary worker has a family relationship as defined by law;
 - > a foster child who according to the basic registration of persons lives at the same address as the employee and whom the employee cares for as a foster parent as referred to in Article 1.1 of the Youth Act;
 - > a blood relative in the first degree of the second degree;
 - > the person who, without there being an employment relationship, forms part of the employee's household; or
 - > the person with whom the employee otherwise has a social relationship, insofar as the care to be provided directly ensues from that relationship and must reasonably be provided by the employee.
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, BROADENING OF DEPLOYABILITY AND SUPERVISION FROM JOB TO JOB

1. Training means any form of structured activity intended to enable
 - > a temporary worker to obtain, expand or deepen his knowledge and/or skills; or
 - > promoting the broad deployability of the temporary worker; or \
 - > the prevention of unemployment or supervision from job to job of the temporary worker.

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.

Costs in the framework of the promoting of broad deployability and preventing unemployment or supervision from job to job of the temporary worker can include such things as:

- > costs of (re)training;
- > costs of outplacement;
- > costs of personal development training.

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. 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.
 - b. At least once a year, the temporary employment agency will conduct a development and training interview with a temporary worker with whom a phase 3 temporary employment

contract is entered into. During the interview the temporary worker's development will be discussed and arrangements may be made with respect to his or her further development and training.

The annual holding of a mandatory development and education meeting does not apply to the temporary workers who are entitled to old age pension or workers who follow full-time higher level tertiary or academic education, unless they themselves indicate they need this meeting.*

- * The background for this is that with these temporary workers there is generally no educational need and the income from temporary work does not form the primary income.
5. If training (re)training and/or outplacement 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. As soon as there are costs directed at the prevention of unemployment or the shortening of the period of unemployment of the temporary worker and costs which are connected with the promoting of broader deployability of the temporary worker, there can be prior written agreement with the temporary worker that these specified costs be deducted from a future transition fee.*
- * In conformity with the Decree conditions deduction of costs from the transition fee.
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. This percentage can be spent on costs made in the framework of education or broad deplorability as stipulated in this clause.
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.

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 the Basic Plan and the Plus Plan, depending on the number of weeks worked by the temporary worker.
2. The foundation Stichting Pensioenfonds voor Personeelsdiensten (*STIPP, Pension Fund for the Employment and Staffing Services Industry*) is responsible for administering the Basic Plan and the Plus Plan.
3. The Basic 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 Plan is a defined contribution plan with a retirement age of 67 with effect from 1 January 2015. Members of the Plus 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.

SPECIAL GROUPS

ARTICLE 32

TEMPORARY WORKERS OF STATE PENSION AGE

1. The temporary employment contract ends by operation of law on the day on which the temporary worker reaches state pension age.
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 reached state pension age.
3. Temporary workers reaching state pension age while working under a temporary employment contract with the temporary employment agency.

If the temporary employment contract has ended by operation of law as referred to in Paragraph 1 and the work is continued within six months, the legal position of the temporary worker will be determined as follows:

- a. If phase 1 and 2 have not yet been completed, the counting will continue within phase 1 and 2.
 - b. The temporary worker who is in phase 3 when reaching the state pensionable age, will start again as of phase 3 in conformity with Section 7:688a, subsection 12 DCC. Temporary work contracts concluded in phase 3 between a temporary work agency and a temporary worker before the state pensionable age are not taken into account for the series of temporary work contracts.
 - c. The temporary worker who is in phase 4 when reaching the state pensionable age starts working as from the beginning of phase 1. Temporary work contracts concluded between the temporary work agency and the temporary worker before the state pensionable age are completely disregarded whereas the series of temporary work contracts is concerned.
4. The person entitled to state pension when working for a successor employer
If there is successive employmentship and the temporary worker has reached the state pensionable age, the legal position of the temporary worker will be determined as follows. The temporary worker entitled to state pension who was working for a former employer on the basis of a (temporary) work contract for a definite or indefinite period of time, starts working for the temporary employment agency as of the beginning of phase 1, in derogation of Section 7:668a subsection 2 DCC.
(Temporary) work contracts concluded between the former employer and the temporary worker are fully disregarded.
5. To the extent that this does not already follow from Article 30 (Training), the training costs for temporary workers of state pension age will be deemed to include costs associated with maintaining the vitality of the temporary workers in question.

ARTICLE 33 HAS LAPSED AS OF 1-7-2016

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.

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:
 - a. Re-integration target groups: this includes, inter alia, persons who have a right to benefits on the basis of one or more of the following laws:
 - > the Work and Income (Capacity for Work) Act (*WIA*);
 - > the Occupational Disability Insurance Act (*WAO*);
 - > the Invalidity Insurance (Young Disabled Persons) Act (*Wajong*);
 - > the Work and Social Assistance Act (*WWB*), or
 - b. Long-term unemployed (persons who have not carried out any work for twelve months or longer) or
 - c. who 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) and no longer receive education. This Paragraph does not apply to skilled workers (regardless of their country of origin) practising their own trade.
 - d. Persons who fall within the limits of the Participation Act, this in any event includes:
 - the persons who have to rely on a wage costs subsidy, because they are not able to earn 100% of the statutory minimum wage while working full time;
 - the persons who are able to earn the statutory minimum wage with full-time work;
 - the persons who are deemed able to earn between 101% and 120% of the statutory minimum wage.
 - e. School leavers (persons who after completing the training look for work for at least three months, this also includes early school leavers);
 - f. Employees re-entering the labour market (persons who have not been active on the labour market for at least three years).
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 a period of 52 weeks worked.
4. In derogation of Paragraphs 2 and 3, the temporary employment agency may pay a temporary worker in respect of whom wage dispensation as defined in Section 2:20 of the Work and Employment Support (Disabled Young People) Act (*Wajong*) has been granted, on the basis of the pay rate defined in and for the period set in the dispensation decision.

5.
 - a. Within the period in which the derived pay rate is applied, the temporary employment agency will consult with the temporary worker once every six months to discuss his opportunities for training and development and his guidance and counselling needs, with the aim of improving his employment prospects.
 - b. After consultation between a temporary worker without a basic qualification, as referred to in Paragraph 1(c), and the temporary employment agency, it may be agreed that the temporary worker will take a qualifying training course at the expense of the temporary employment agency, with the aim of enhancing the temporary worker's employability.
6. 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.
7. 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 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 Articles 36A, 36B and 36C.

ARTICLE 36A

PROVISIONS SUPPLEMENTARY TO ARTICLE 36: ACCOMMODATION, TRANSPORT AND MEDICAL EXPENSES

These provisions apply to temporary workers who are recruited 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. If the temporary employment agency offers accommodation and the temporary worker accepts such accommodation, the temporary employment agency must ensure that the temporary worker is provided with reasonable accommodation at actual cost, in accordance with the relevant statutory requirements. The temporary employment agency may not make it compulsory for the temporary worker to use the accommodation and may not make the posting conditional upon the use of such accommodation. The temporary employment agency must inform the temporary worker of the possibility of being registered in the Municipal Personal Records Database (*GBA*).
2. Accommodation offered by the temporary employment agency to the temporary worker must meet the accommodation requirements set out in Schedule 12 to this collective agreement if:
 - a. the temporary employment agency withholds or deducts an amount from the temporary worker's pay for the temporary worker's accommodation, or;
 - b. the temporary employment agency has entered into an agreement with the temporary worker for the use or tenancy of the accommodation.
3. 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.
 - a. The temporary employment agency may offer own-account transport, which must meet the statutory requirements. The temporary worker is under no obligation to make use of such transport, except if the temporary employment agency has compelling reasons for making such transport compulsory.
 - b. If the temporary employment agency has compelling reasons as referred to in Paragraph a, and if the location of the accommodation is such that the temporary worker is dependent on self-arranged transport for his or her mobility to participate in social life, the temporary employment agency must provide access to alternative means of transport to the extent that the temporary employment agency can reasonably be expected to do so.

4. The following provisions apply to commuting by the temporary worker:
 - a. If the temporary worker uses self-arranged transport rather than the transport arranged by the temporary employment agency, a travel allowance as referred to in Article 22 may be applicable.
 - b. If the temporary worker makes use of transport arranged by the temporary employment agency, the temporary employment agency and the temporary worker may agree on payment by the temporary worker of a reasonable contribution towards his or her travel expenses if no travel allowance as referred to in Article 22 applies.
 - c. If a travel allowance as referred to in Article 22 applies to transport arranged by the temporary worker but the temporary worker makes use of transport arranged by the temporary employment agency, such transport arranged by the temporary employment agency is without charge to the temporary worker.
5. As regards the care for temporary workers to whom accommodation is provided, the temporary employment agency will make every effort to provide appropriate social counselling to those involved, with due regard to Article 36C, Paragraph 3.
6. If the temporary employment agency charges costs to the temporary worker for the use of accommodation, the temporary employment agency may not - in the temporary worker's absence - charge costs to another temporary worker for the use of the same accommodation during the same period.
7. On termination of the temporary employment contract, the temporary employment agency will allow the temporary worker a reasonable period of time to vacate the accommodation. Such reasonable period of time will be longer as and to the extent that:
 - a. there was uncertainty about the termination of the temporary employment contract during the temporary employment contract;
 - b. the period of work for the temporary employment agency was longer.In addition, the reasonable period of time will also be dependent on the temporary worker's possibility to return to his country of origin.
8. The temporary employment agency is required to make an offer for a health insurance.
9. Any offer by the temporary employment agency to the temporary worker for any type of insurance (e.g., liability or home contents insurance) must be accompanied by clear information explaining the usefulness and necessity of such insurance to the temporary worker. The following applies to this offer:
 - a. the temporary worker is never obliged to accept any insurance offer.
 - b. the temporary employment agency may make periodic payments of insurance premiums to the insurance company on the temporary worker's behalf only after the temporary worker has given written authorization. In that case the temporary employment agency will make every effort to ensure that the temporary worker receives a copy of the insurance policy, stating the nominal premium, either directly from the insurance company or - indirectly - from the temporary employment agency within a reasonable period after taking out the insurance.

- c. the temporary employment agency must inform the temporary worker of the possibility of continuing the insurance on a voluntary basis after the termination of the temporary employment contract.
10. If the temporary worker accepts the health insurance offer, he may authorize the temporary employment agency to pay the recurring premiums to the health insurance company on his behalf. The temporary employment agency makes an effort to ensure that the temporary worker receives a copy of the insurance policy, stating the standard premium, and/or the certificate of termination of the health insurance, either directly from the insurance company or - indirectly - from the employer within two weeks of the start or termination of the health insurance policy.
11. In the case of temporary workers to whom accommodation is provided as a group, the temporary employment agency must ensure that the temporary employment contract and related documents are available both in Dutch and in the language of the temporary worker concerned.
12. Once a temporary worker has worked 26 weeks, the temporary employment agency will inform him or her of the possibility of taking a Dutch language course and will facilitate the language course where possible. Such a language course qualifies as training as defined in Article 30.
13. If the temporary employment agency assists the temporary worker in completing forms, such as a T-form (tax refund claim form) or a health care allowance application form, only the temporary worker will be the direct beneficiary of any refund. Refunds may only be paid into the temporary worker's bank account.
14. The temporary employment agency may not require the temporary worker to make cash payments to the temporary employment agency.

ARTICLE 36B

PROVISIONS SUPPLEMENTARY TO ARTICLE 36: SET-OFFS AGAINST THE SALARY TO BE PAID OUT¹

1. Penalties may be set off only in so far as they relate to judicial and administrative penalties.
2. If and to the extent that this does not already follow from Schedule 6 to this collective agreement, each individual set-off against the temporary worker's pay must be specified in writing. The temporary employment agency must ensure that the temporary worker receives a specification of any amounts set off, in the national language of the temporary worker.

¹ Subject to Section 13 Minimum Wage and Minimum Holiday Allowance Act.

ARTICLE 36C

PROVISIONS SUPPLEMENTARY TO ARTICLE 36: PAY DEDUCTIONS SUBJECT TO SECTION 13 DEDUCTIONS FROM THE SALARY TO BE PAID OUT²

1. The temporary worker may authorize the temporary employment agency in writing to make payments on his behalf and to deduct the amounts in question from his pay. Such authorization may be revoked at any time.
 2. The deductions from the temporary worker's pay in respect of housing costs and the costs of travel from and to the place of residence in the temporary worker's country of origin must be based on the costs in fact incurred.
 3. The costs incurred by the employer for the provision of social counselling to the temporary worker in connection with his or her work and stay in the Netherlands and the associated administrative costs may not be deducted from the temporary worker's pay.
 4. If and to the extent that this does not already follow from Schedule 6 to this collective agreement, each individual deduction from the temporary worker's pay must be specified in writing. The temporary employment agency must ensure that the temporary worker receives a specification of any deductions, in the national language of the temporary worker.
- ² Subject to Section 13 "Wet minimumloon en vakantiebijslag" [Minimum Wage and Minimum Holiday Allowance Act]

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 different package of terms and conditions of employment – which is described in Schedule 10 (Different terms and conditions of employment for temporary workers employed in the construction industry) to the present collective agreement – applies during the term of the Agreement on the Position of Temporary Construction Workers (*overeenkomst positie uitzendkrachten in de bouwnijverheid*) but at least until 27 March 2011.

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: Stadsring 171, 3817 BA Amersfoort.

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 (Stadsring 171, 3817 BA Amersfoort) 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 who have reached state pension age.
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

LOGGING 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.

SCHEDULES

SCHEDULE 1

RESERVATIONS FOR BRIEF ABSENCE / SPECIAL LEAVE AND PUBLIC HOLIDAYS IN 2018

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 7. The number of workable days is: $261 - 7 - 24 = 230$.
The percentage referred to in Article 28, Paragraph 1(a), for public holidays is:
 $7 : 230 \times 100\% = 3.04\%$.

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

SCHEDULE 2

RESERVATIONS FOR HOLIDAYS IN 2017

Reservation for holidays of temporary workers:

The percentage referred to in Article 28 Paragraph 1(a) is:
 $24 : 230 \times 100\% = 10.43\%$.

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 1(f) is exercised, 1.74% 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 8.70%. The statutory holiday entitlement is four times the agreed weekly working hours.

Reservation of holidays for holiday workers:

The percentage referred to in Article 38, 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 3(c), 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 2018):
Temporary employment agencies I: 0.71%
Temporary employment agencies II: 1.07%

SCHEDULE 4

EXPLANATORY NOTES TO THE CHANGES IN THE PHASES SYSTEM

With effect from 1 July 2016 a number of Articles will change following the introduction of the Netherlands Work and Security Act (*Wet werk en zekerheid*) and further to the relevant agreements made between the parties to the collective agreement. Below follows a brief explanation.

The period of applicability (of the legal regime) of Section 691 in Book 7 of the Netherlands Civil Code, including the applicability of the temporary employment clause, will change with effect from 1 July 2016. The period of 130 weeks will be replaced by a period of 78 weeks.

SCHEDULE 5

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

JOB	(TRANSLATION)	GRADE
A		
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
autopeetser	(car polisher)	1-2
autowasser	(car washer)	1-2
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

JOB	(TRANSLATION)	GRADE
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

C

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
conferentievoordinator	(conference coordinator)	5-6-7
constructeur	(technical draughtsman)	8-9-10
constructie-medewerker	(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

D

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

JOB	(TRANSLATION)	GRADE
E		
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
F		
frezer	(milling machine operator)	4-5-6
fruitsorteerder	(fruit sorter)	1-2
fysiotherapeut	(physiotherapist)	9
G		
glazenwasser	(window cleaner)	2-3-4
groenvoorziener	(parks worker)	1-2-3
grondwerker	(navvy)	3-4-5
H		
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
heiligymnast/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
I		
industrieel schoonmaker	(industrial cleaner)	2-3-4
inpakker	(packer)	1-2-3
installateur computer	(computer installer)	3-4-5

JOB	(TRANSLATION)	GRADE
K		
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
L		
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 CO2)	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
M		
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

JOB	(TRANSLATION)	GRADE
metselaar	(bricklayer)	4-5-6
monteur	(mechanic)	5-6-7
N		
naaister	(seamstress)	2-3-4
O		
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
P		
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 (Its-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
R		
receptioniste	(receptionist)	2-3-4-5
restauranthulp	(restaurant assistant)	2-3
S		
scheepsijzerwerker	(shipwright – metal)	4-5-6
schilder	(painter)	4-5-6

JOB	(TRANSLATION)	GRADE
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

T

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

U

uitbener	(meat boner)	3-4-5
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V

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

JOB	(TRANSLATION)	GRADE
vorkheftruckchauffeur	(fork-lift truck driver)	3-4
vouwster	(laundry folder)	1-2
W		
wasvrouw	(laundry folder)	1-2
wegenbouwer	(roadbuilder)	2-3
werkplaatsmonteur	(workplace mechanic)	3-4-5
werkvoorbereider computer	(computer work preparer)	5-6-7
woningstoffeerder	(home fabrics decorator)	4-5
IJ		
ijzerwerker	(ironworker)	5-6
ijzerwerker (betonindustrie)	(ironworker – concrete industry)	4-5-6
Z		
zager	(sawyer)	1-2
ziekenverzorgende	(nursing orderly)	5

SCHEDULE 6

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, tax-free benefits in kind and tax-free 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 7.

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 Stadsring 171, 3817 BA Amersfoort.
2. 'LBV': the employees' organisation Landelijke Belangenvereniging, which has its seat at Strevelsweg 700/612, 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 Amersfoort.
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 8

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 9

SECTIONS FROM THE CIVIL CODE

[Notification period]

Section 668, Book 7 of the Netherlands Civil Code

1. The employer shall notify the employee in writing no later than one month before the expiry by operation of law of a fixed-term employment contract:
 - a. whether or not the employment contract will be continued; and
 - b. if the contract is continued, of the terms and conditions on which he wishes to continue the employment contract.
2. Subsection 1 shall not apply if:
 - a. the parties agree in writing, when entering into the employment contract, that the contract will end at a time not set at a specific calendar date; or
 - b. the employment contract has been concluded for a period of less than six months.
3. If the employer fails to meet the obligation referred to in subsection 1, opening words and clause (a), in full, the employer shall pay the employee compensation equal to one month's pay. If the employer fails to meet that obligation within the specified time limit, the employer shall pay the employee a pro rata compensation. The compensation need not be paid if the

employer is declared bankrupt, placed into liquidation, obtains court protection from creditors (moratorium) or enters into a debt payment programme under the statutory debt arrangement scheme for natural persons.

4. The employment contract shall be deemed to have been continued on the same terms and conditions and for the same period, subject to a maximum of one year, if:
 - a. the employment contract referred to in subsection 1 is continued after expiry of the period referred to in Section 667(1) and the employer has not met the obligation referred to in subsection 1 clause (a) or (b); or
 - b. the employment contract referred to in subsection 2 is continued by the parties without opposition after expiry of the period referred to in Section 667(1).
5. Subsection 4, clause b, shall also apply if notice of termination is not given in a timely manner in the cases in which notice of termination must be given and no explicit arrangements have been agreed regarding the consequences of continuation of the employment contract.
6. It shall be determined by or pursuant to a General Administrative Order how the term 'pay' is to be interpreted for the purposes of subsection 3.

Section 668a, Book 7 of the Netherlands Civil Code (repealed)

[Series fixed-term employment contracts]

Section 668a, Book 7 of the Netherlands Civil Code

1. As of the day that between the same parties:
 - a. fixed-term employment contracts have succeeded each other with interim periods of a maximum of six months and a period of 24 months, including these interim periods, as of that day the last employment contract is an open-ended employment contract;
 - b. more than three fixed-term employment contracts have succeeded each other with interim periods of a maximum of six months, the last employment contract is an open-ended employment contract.
2. Paragraph 1 applies mutatis mutandis to succeeding employment contracts between an employee and different employers who, regardless of whether there is insight into the capacity and suitability of the employee, with regard to the work carried out, must reasonably be deemed to be each other's successor.
3. Paragraph 1, sub-paragraph a, does not apply to an employment contract entered into for a maximum of three months immediately following an employment contract for 24 months or longer entered into between the same parties.
4. The notice period is calculated as of the time the first employment contract is made as referred to under a or b of paragraph 1.

5. By collective employment contract or by arrangement by or on behalf of a competent administrative body the period of 24 months referred to in paragraph 1, sub-paragraph a, will be extended by a maximum of 48 months and the number of three, referred to in paragraph 1, sub-paragraph b, can be increased to a maximum of six, if:
 - a. the matter concerns a temporary agreement as referred to in Section 690; or
 - b. that agreement or arrangement shows that for functions or function groups to be determined in that agreement or arrangement, the intrinsic nature of the business operations requires such extension or increase.
6. By collective employment contract or by arrangement by or on behalf of a competent administrative body there can be deviation from paragraph 2 to the detriment of the employee.
7. By written agreement or by arrangement by or on behalf of a competent administrative body there can be deviation from the period referred to in paragraph 1, sub-paragraph a to the detriment of the director of a legal entity.
8. By collective employment agreement or by arrangement by or on behalf of a competent administrative body, this article can be declared not to apply to certain functions in a business sector if Our Minister of Social Affairs and Employment has designated these functions by ministerial arrangement, because it is common use for those functions in that business sector and because of the intrinsic nature of the business operations and of those functions, it is necessary to only carry out the employment on the basis of fixed-term employment contracts, not being temporary agreements as referred to in Section 690. Additional conditions can be laid down in said arrangement with regard to declaring the article not to apply as referred to in the first sentence.
9. By collective employment contract or by arrangement by or on behalf of a competent administrative body this article can be declared not to apply in whole or in part to employment contracts designated therein which were only entered into for the education of the employee.
10. This article does not apply to employment contracts which are entered into in connection with a career learning route as referred to in Section 7.2.2. of the Education and Vocational Education Act.
11. This article does not apply to an employment contract with an employee who has not yet attained the age of eighteen, if the average scope of the work carried out by him/her amounted to a maximum of twelve hours a week.

[Temporary work contract]

Section 7:691

1. Section 668a shall apply to a temporary work contract only when the employee has performed work during a period of more than 26 weeks.
2. In the temporary work contract it can be stipulated in writing that this 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 stipulation as referred to in the previous full sentence is included in the temporary work contract, then the employee can immediately terminate this contract and Section 668, sub-sections 1, 2, 3 and 4 under a do not apply to the employer.
3. A stipulation as referred to in paragraph 2 shall cease to apply if the employee has performed work for the employer longer than a period of 26 weeks. When this term lapses, the employee's right to terminate extinguishes as referred to in paragraph 2.
4. For the calculation of the periods referred to in subsections 1 and 3, successive periods during which work is performed with intervals of no more than six months are also taken into account.
5. For the calculation of the periods referred to in paragraphs 1 and 3, periods are taken into account during which the work is performed for various employers which are reasonably deemed to be each other's successor with regard to the performed work.
6. This Section does not apply to a temporary work 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 referred to in Section 24a of Book 2 of the Netherlands Civil Code.
7. By written agreement a derogation to the detriment of the employee can be made from Section 628, subsection 1, up to no more than the first 26 weeks in which the employee performs work. Section 628, subsections 5, 6, and 7 do not apply.
8. By collective labour agreement or regulation by or on behalf of a competent administrative body:
 - a. the periods referred to in subsections 1, 3 and 7 can be extended up to a maximum period of 78 weeks; and
 - b. a derogation can be made from subsection 5 to the detriment of the employee.

[No work, but paid]

Section 7: 628 Netherlands Civil Code

1. The employee retains the right to the remuneration determined by unit of time if he has not performed the contracted work through a cause for which the employer should reasonably be held responsible.
2. If the employee 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, subject to 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 contract as referred to in Section 668a a derogation as referred to in subsection 5 can be agreed for no longer than six months in total.
7. By collective labour agreement or by regulation by or on behalf of and administrative body authorised in this respect the period referred to in subsection 5 for position to be determined for that agreement or regulation can be extended, subject to the proviso that the work activities attached to those positions are of an incidental nature and do not have a fixed scope.
8. By regulation of Our Minister of Social Affairs and Employment it can be determined at the request of the Stichting van de Arbeid that subsections 5,6 or 7 do not apply to specific branches or components thereof.
9. Each stipulation that derogates from this article to the detriment of the employee is void.

[Minimum entitlement per call]

Section 7: 628a Netherlands Civil Code

1. Where a period of less than fifteen hours of work per week has been agreed and the times on which the work must be performed have not been fixed or, if the working time has not or not clearly been 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. There shall be no derogation from this article to the detriment of the employee.

Section 671

1. The employer cannot validly terminate the employment contract without the employee's written consent, unless:
 - a. consent has been granted for the termination as referred to in Article 671a;
 - b. the termination will be effected during the probation period;
 - c. the termination will be effected on the basis of Article 677(1);
 - d. the termination concerns an employee who generally provides services on fewer than four days a week exclusively or virtually only on behalf of the household of the natural person with whom he/she has an employment relationship, whereby the provision of services also includes the providing of care to the members of that household;
 - e. the termination concerns a director of a legal entity in respect of whom rectification of the employment contract pursuant to Book 2 of the Dutch Civil Code is not possible or a director of a comparable foreign legal entity;
 - f. the termination concerns an employee who holds a spiritual office;
 - g. the termination is effected on the basis of Article 669(4); or

- h. the termination concerns an employee who works at a special school or institution as referred to in Article 1 of the Primary Education Act, Article 1 of the Secondary Education Act, Article 1 of the Expertise Centres Act, Article 1.1.1. of the Education and Vocational Education Act or Article 1.1. of the Higher Education and Academic Research Act and the reason for the termination is found in acts or omissions of the employee which cannot be reconciled with the religious or ideological identity of the relevant school or institution, provided consent has been granted for the termination by an impartial committee which is independent of the employer to which the rules, referred to in Article 671a(2),(a) through (d), apply mutatis mutandis.
2. The employee has the right to withdraw his/her consent as referred to in paragraph 1 within fourteen days after the date the consent is given without specification of reasons by a written statement directed to the employer.
3. If the employer does not inform the employee in writing of the right referred to in paragraph 2 within two working days after the consent, the term referred to in paragraph 2 is three weeks.
4. Insofar as on the basis of paragraph 1 the consent was required for a valid termination, after a revocation as referred to in paragraph 2 the termination is deemed not to have taken place.
5. Paragraphs 2 through 4 do not apply if the employee, within six months after a revocation on the basis of paragraph 2 or a dissolution as referred to in Article 670b(2), again agrees in writing to the termination of the employment contract.
6. Each clause whereby the condition of the written consent referred to in paragraph 1, or the right referred to in paragraph 2, is excluded or limited, is void.

[Notice period]

Section 672

1. Notice of termination will be given against the end of the months, 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 lated:
 - 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. In derogation of subsection 2 the notice term to be taken into account by the employer is one month if the employee has reached the age referred to in Section 7, under a of the Algemene Ouderdomswet.
4. The notice period to be taken into account by the employee is one month.
5. If the permission, referred to in Section 671a, subsection 1 has been granted, then the notice term to be observed by the employer is reduced by the duration of the period starting on the date on which the full request for dismissal has been received and ends on the date of the decision furthering to the request for permission, subject to the proviso that a term of at least one month remains.
6. The period referred to in subsection 2 or subsection 3 can only be shortened by collective labour agreement or by regulation by or on behalf of an administrative body authorised in this respect. The term can be extended in writing.
7. The period referred to in subsection 4 may be derogated from in writing. In case of 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.
8. By collective labour agreement or by regulation by or on behalf of an administrative body authorised in this respect, the term of notice referred to in subsection 7, second full sentence, can be shortened for the employer provided the period is not shorter than the period applicable to 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 683.
10. The party who gives notice against an earlier date than applicable between parties, owes the other party a remuneration fee equal to the amount of the wages recorded in writing relating to the period that the employment contract would have continued in case of regular notice.
11. The cantonal court can moderate the fee referred to in subsection 10 if it considers this to be reasonable and fair with an eye on the circumstances, subject to the proviso that the fee cannot be lower than the wages in money determined for the notice period as referred to in subsection 2, nor less than the wages in money determined for a period of three months.

[Transition fee]

Section 7:673 of the Netherlands Civil Code

1. The employer owes the employee a transition fee if the employment contract has lasted at least 24 months and:
 - a. the employment contract:
 - 1° has been terminated by the employer by notice;
 - 2° has been dissolved on the employer's request; or
 - 3° is not continued on the employer's initiative immediately after being legally terminated by operation of law; or
 - b. the employment contract, as a result of serious reproachable act or omission of the employer:
 - 1° has been terminated by the employee by notice;
 - 2° is dissolved on the employee's request; or
 - 3° is not continued on the employee's initiative immediately after being legally terminated by operation of law.
2. The transition fee over the first 120 months of the employment contract is equal to one-sixth of the salary per month for each period of six months that the employment contract has been in effect and is equal to a quarter of the salary per month for each successive period of six months. The transition fee is a maximum of € 75,000 or an amount equal to a maximum of the salary over twelve months if that salary is higher than that amount.
3. The amount mentioned in paragraph 2 will be amended as of 1 January by Our Minister of Social Affairs and Employment in accordance with the development of the contract wages as these were estimated for the year in question, according to publication in the Macro-Economic Explorations, in the preceding year. The amount is rounded to the nearest multiple of € 1,000. The amended amount exclusively applies if the employment contract ends or is not continued on or after the date of the amendment.
4. For the calculation of the duration of the employment contract, referred to in paragraphs 1 and 2:
 - a. months in which the average scope of the work carried out by the employee is a maximum of twelve hours a week and the employee is not yet eighteen, the months up to the time the employee turns eighteen will not be taken into account; and
 - b. one or more preceding employment contracts between the same parties, which succeeded each other with interim periods of a maximum of six months, will be added up. The preceding sentence also applies if the employee was successfully in the employ of different employers who, regardless of whether there is insight into the capacity and suitability of the employee, with regard to the work carried out must reasonably be deemed to be each other's successor.
5. If in the situation referred to in paragraph 4, sub-paragraph b, upon the termination of a preceding employment contract a transition fee has been paid or on the basis of Article

673b(1) an equivalent provision is made, an amount equal to the transition fee which was or would have been owing upon that termination on the basis of paragraphs 1 and 2 will be deducted from the transition fee.

6. On conditions established by or pursuant to order in council the following can be deducted from the transition fee:
 - a. costs of measures connected with the ending or non-continuing of the employment contract, geared to preventing unemployment or shortening the employee's period of unemployment; and
 - b. costs connected with promoting the broader deployability of the employee which were made during the employment contract.
7. The transition fee is not owed if the ending or non-continuing of the employment contract:
 - a. is effected before the day when the employee attains the age of eighteen and the average scope of the work carried out by the employee was a maximum of twelve hours a week;
 - b. is effected in connection with or after attaining the age referred to in Article 7a, paragraph 1 of the General Old Age Pensions Act or another age when a right to pension arises for the employee; or
 - c. is the result of seriously reproachable acts or omissions of the employee.
8. In deviation from paragraph 7, sub-paragraph c, the cantonal court can award the transition fee to the employee in whole or in part if not awarding it would be unacceptable according to the criteria of reasonableness and fairness.
9. If, after termination by operation of law, the non-continuing of the employment contract is the result of seriously reproachable acts or omissions of the employer, the cantonal court can:
 - a. in addition to the transition fee award the employee fair compensation at the employer's expense; or
 - b. if the employee has been in the employer's employ for less than 24 months, as referred to in paragraph 1, or on the basis of paragraph 7, sub-paragraph a, has no right to a transition fee, award the employee fair compensation at the employer's expense.
10. By or pursuant to order in council it will be determined what "salary" is understood to mean for the application of paragraph 2.
- * The temporary agency in any event does not owe the temporary worker a transition fee at the end of the temporary agreement which has lasted at least 24 months, if the temporary agreement:
 - > Ends or is not continued because the temporary worker enters into an employment contract, a contract for work and/or a contract of assignment with the principal where he/she last worked.
 - > Ends or is not continued because the temporary worker is put to work in the same job with the principal where he/she last worked after placement by another temporary agency.

[Pay equivalence rule]

Section 8 of the Netherlands Posting of Workers by Intermediaries Act

(Wet allocatie arbeidskrachten door intermediairs)

Article 8. Equal treatment

1. The worker who is made available is entitled to at least the same employment conditions as those which apply to employees working in the same or equivalent functions in the employ of the company where the deployment takes place:
 - a. with regard to the salary and other fees;
 - b. on the basis of a collective employment contract or other non-statutory provisions of a general purport which are effective within the company where the deployment takes place, with regard to the working hours, including overtime, rest times, night shift work, breaks, the duration of holidays and working on public holidays.
2. The first paragraph applies mutatis mutandis with regard to:
 - a. the regulations to protect pregnant employees, employees who are breastfeeding, children and young employees and to promote the equal treatment of men and women; and
 - b. the measures to combat discrimination on the grounds of gender, race, religion or creed, disability, age or hetero- or homosexual orientation, which apply on the basis of a collective employment contract or other non-statutory provisions of a general purport which are effective within the company where the worker is deployed.
3. By collective employment contract it is possible to deviate from the first and second paragraph, provided:
 - a. if the period during which there is deviation is limited in duration, such contract provides for an arrangement on the basis of which abuse of successive periods of deployment is prevented; and
 - b. if the matter concerns a collective contract which applies to the company where the deployment takes place, such contract contains provisions on the basis of which an employer must ensure that the workers placed at the disposal of the employer's company carry out the work on the employment conditions mentioned in the first paragraph, which have been prescribed for these workers in such contract.

Article 13 Minimum Wage and Minimum Holiday Allowance Act

1. The minimum wage is not eligible for deduction or set-off by the employer on the basis of the respective titles of Section 631 and Section 632 of the Netherlands Civil Code.
2. way of derogation from the first paragraph deduction is permitted for the performance of a stipulation as referred to in Section 631, third paragraph, of Book 7 of the Netherlands Civil Code. By or pursuant to order in council payment obligations of the employee can be imposed for which he is entitled to grant written proxy to the employer for making payments

in his name from the wages to be paid out, subject to that which is stipulated in Section 631 of Book 7 of the Netherlands Civil Code.

3. By way of derogation from the first paragraph, advance payments of the minimum wage, granted to the employee in accordance with article 7a, are eligible for set-off with the minimum wage, provided this has been agreed in writing with the employee in advance.

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. In respect of a qualified worker in a building site job, the temporary employment agency should, in addition to the provisions of this collective labour agreement, take account of the following additional terms and conditions of employment from the collective agreement for construction and infrastructure:
 - > Article 26a, Paragraphs 1, 2, 3, 7 and 8 (4-day working week)
 - > Article 34 (stand-by duty), except for the reference in paragraph 7 to article 89
 - > Article 35a Paragraph 3 (except for the last sentence) and 4 (insofar as it concerns extra leave for older employees).
 - > Article 45 (performance-related pay)
 - > Article 51 (travelling time allowance).
6. The temporary employment agency should take account of the following additional terms and conditions of employment from the collective agreement for the construction and infrastructure (i.e. in addition to the provisions of this collective agreement) in respect of a qualified worker in a UTA job:
 - > Article 26b, Paragraphs 1, 2, 5, 9 and 10 (4-day working week)
 - > Article 35b, Paragraph 3 (extra leave for older employees) except for the last sentence.
 - > Article 36d extra scheduled days of for older employees) with the exception of paragraph 5 and paragraph 6.
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.

SCHEDULE 11 PENSION PLAN

Basic Plan

1. Temporary workers who
 - a. have worked in at least 26 weeks for one temporary employment agency but do not meet the requirements for membership of the Plus Plan as set out below, and
 - b. are aged 21 or older (counting from the first day of the month in which they reach the age of 21),will become members of the Basic Plan.
2. Each week in which the temporary worker has actually performed work for the same employer will be taken into account for the purpose of calculating the period of 26 weeks referred to in clause a. of Paragraph 1. Weeks in which no work has been performed will not be taken into account, regardless of the reason. In the case of a successor employer the relevant employment history (both as defined in Article 17 of the collective agreement) with the previous employer will also be taken into account for the purpose of calculating this period.
3. For the purposes of the provisions of Paragraph 1(a.), temporary workers who change employer, after meeting the eligibility requirement referred to in clause a., need not fulfil the eligibility requirement anew, unless there has been an interval of 52 weeks or more between two temporary employment contracts. If there has been an interval of 52 weeks or more between two temporary employment contracts, the temporary worker must again work for at least 26 weeks for one temporary employment agency in order to be eligible for membership of the Basic Plan.
4. For the purposes of the provisions of Paragraph 1(a.), the period in which the temporary worker has worked for at least 26 weeks for one temporary employment agency will be deemed to have started no earlier than 26 weeks before the date on which the pension plan was made mandatory, i.e. 1 January 2004.
5. The Pension Fund for the Employment and Staffing Services Industry is responsible for administering the Basic Plan.
6. The Basic Plan is a defined contribution plan. As of 1 January 2008, the defined contribution is 2.6% of the gross pay. With effect from 1 January 2015, the retirement age under the Basic Plan is 67. Members of the Basic Plan build up a personal fund to provide them with a retirement pension and/or a partner's pension. For the purposes of the Basic Plan, 'gross hourly pay' means the gross pay, which includes 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 reserves*1 for holidays, special leave, brief absence and public holidays, and the holiday pay *1. The employer and the employee may agree in

writing to use a different, more favourable, definition of the term 'gross hourly pay' as referred to in this Article.

7. The pensionable gross hourly pay as defined in Paragraph 6 is capped at € 28.69. This amount is determined each year by the Board of **Stichting Pensioenfonds voor Personeelsdiensten** (Pension Fund for the Employment and Staffing Services Industry).
8. Each temporary employment agency is obliged to pay the pension contributions, calculated in accordance with the Administration Regulations (*Uitvoeringsreglement*) of the Pension Fund for the Employment and Staffing Services Industry, to the said Pension Fund.
9. Full details of the Basic Plan are set out in the Basic Plan Rules of the Pension Fund for the Employment and Staffing Services Industry*2.

*1 As far as accrued after the eligibility requirement referred to in Paragraph 1 of this Article has been met.

*2 The rules and other information about the Basic Plan can be found on the website of the Pension Fund for the Employment and Staffing Services Industry: www.stipensioen.nl.

Plus Plan

10. Temporary workers who
 - a. are aged 21 or older (counting from the first day of the month in which they reach the age of 21), and
 - b. have worked in more than 78 weeks for one temporary employment agency, or
 - c. have been members of the Basic Plan in 52 weeks in the service of one or more temporary employment agencies, without there having been an interval of 52 weeks or more between two temporary employment contracts,will become members of the Plus Plan.
11. Each week in which the temporary worker has actually performed work for the same temporary employment agency will be taken into account for the purpose of calculating the period of 78 weeks referred to in clause b. of Paragraph 10. Weeks in which no work has been performed will not be taken into account, regardless of the reason. In the case of a successor employer the relevant employment history (both as defined in Article 17 of the collective agreement) with the previous employer will be taken into account for the purpose of calculating this period.
12. Temporary workers who were members of the Plus Plan but who no longer meet the conditions set forth in clause b. or c. of Paragraph 10 when a new temporary employment contract is concluded, continue to be members of the Plus Plan unless there has been an interval of 26 weeks or more between the two temporary employment contracts.

13. For the purposes of the provisions of clauses b. and c. of Paragraph 10 temporary workers who change employer, after meeting the eligibility requirement referred to in clause b. and/or c., need not fulfil the eligibility requirement anew, unless there has been an interval of 26 weeks or more between two temporary employment contracts. If there has been an interval of 26 weeks or more, but less than 52 weeks, temporary workers need not fulfil the eligibility requirement referred to in Paragraph 1(a) anew in order to be eligible for membership of the Basic Plan. If there has been an interval of 52 weeks or more, the temporary workers must have worked for at least 26 weeks for one employer in order to be eligible for membership of the Basic Plan.
14. The Pension Fund for the Employment and Staffing Services Industry is responsible for administering the Plus Plan.
15. The Plus Plan is a defined contribution plan with a retirement age of 67 with effect from 1 January 2015. Members of the Plus 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 2017	Pension contribution 2018
21-24	4.4%	4.2%
25-29	5.4%	5.1%
30-34	6.6%	6.3%
35-39	8.0%	7.6%
40-44	9.8%	9.3%
45-49	11.9%	11.4%
50-54	14.6%	13.9%
55-59	18.1%	17.2%
60-64	22.5%	21.3%
65-66	26.5%	25.6%

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 waiting day compensation, holidays*1, special leave, brief absence and public holidays, and the holiday pay*1. The employer and the employee may agree in writing to use a different, more favourable, definition of the term 'gross hourly pay' as referred to in this Article.

16. The pensionable gross hourly pay as defined in Paragraph 2 is capped at € 29.17. This amount is determined each year by the Board of **Stichting Pensioenfonds voor Personeelsdiensten** (*Pension Fund for the Employment and Staffing Services Industry*).
17. 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. Changes to the plan apply by analogy to the provisions relating to incapacity for work, regardless of whether an employment relationship still exists with the employer at the time of the change to the plan.

18. 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.
19. The parties to the ABU and NBBU collective agreements have agreed that in 2018 the flat rate pension contribution will not exceed 12% of the pensionable pay. Each temporary employment agency is obliged to pay these pension contributions in accordance with the requirements set in the Administration Regulations. (NB This is one flat rate contribution, not the contribution as per the table in Paragraph 15 of this Article).
20. The obligation to pay pension contributions referred to in the preceding Paragraph applies for each day on which a temporary worker covered by the pension plan referred to in Paragraph 10 of this Article has performed temporary work.
21. The temporary employment agency 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 flat rate pension contribution referred to in Paragraph 19.
22. Full details of the Plus Plan are set out in the Plus Plan Rules of the Pension Fund for the Employment and Staffing Services Industry*2.
 - *1 As far as accrued after the eligibility requirement referred to in Paragraph 9 of this Article has been met.
 - *2 The rules and other information about the Plus Plan can be found on the website of the Pension Fund for the Employment and Staffing Services Industry: www.stippensioen.nl.

SCHEDULE 12

ACCOMMODATION REQUIREMENTS

1. The temporary employment agency's records must contain up-to-date information on all accommodation locations and the number of occupants per location.

2. Permitted types of accommodation are:
 - a. ordinary residential properties;
 - b. hotels/guest or boarding houses;
 - c. residential units in a building or complex of buildings;
 - d. chalets/temporary housing units;
 - e. accommodation in holiday parks;
 - f. other*.
3. The types of accommodation referred to above under a. (ordinary residential properties) and c. (residential units in a building or complex of buildings) must have a minimum usable floor area (net internal area or NIA**) of 12 square metres. The other types of accommodation referred to under b. (hotels/guest or boarding houses), d. (chalets/temporary housing units) and e. (accommodation in holiday parks) must have a minimum enclosed living space of 10 square metres per person.
4. The inspection body may carry out inspections to assess the safety and hygiene in the accommodation.
5. The accommodation must have the following facilities:
 - a. one toilet for every eight persons;
 - b. one shower for every eight persons;
 - c. refrigerator/freezer: 30 litres per person;
 - d. at least four cooking rings, with the proviso that there must be one cooking ring per two persons if there are more than eight occupants and at least 16 cooking rings if there are more than 30 occupants;
 - e. six litres of fire-extinguishing agent.
6. An information poster in the occupants' national language must be displayed in the accommodation. The information poster must include at least the following information:
 - a. the emergency telephone number 112;
 - b. the telephone numbers of the emergency assistance provider, the regional police department and the fire brigade;
 - c. a summary of the house rules and the rules of conduct;
 - d. an evacuation plan and emergency procedure;
 - e. the contact details of the (internal or external) manager of the accommodation.
7. A contact person must be available 24/7 in emergencies.
8. If the inspection body encounters a locked bedroom during an inspection, it may order a reinspection of the accommodation.
9. The fire extinguisher/extinguishers present in the accommodation must have been inspected and have a valid inspection tag. There must be clear instructions for use on the fire extinguishers. A fire extinguisher must be located within five metres of the cooking area. In addition, a fire blanket must be located near the cooking area.

10. Properly functioning smoke and carbon monoxide detectors must be installed in the appropriate locations in the accommodation.

- * Other types of accommodation are possible, on condition that a permit has been granted by the local authorities, that it is directly related to the nature of the work and that the exception has been notified to the registry. Moreover, this category of housing must relate to work performed for a limited period of time, but not in the period between 1 November and 1 April (seasonal employment). In this situation, the employees must be informed in advance of the accommodation in question.
- ** The rules for calculating the NIA are set out in NEN 2580.

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