



A summary of the
**Collective Labour Agreement
for Temporary Agency Workers
2017-2019**

November 2017 issue



Table of contents

1. Introduction	3
2. Phase system	3
2.1 Phase A	4
2.2 Phase B	4
2.3 Phase C	4
2.4 Interruption rules	5
2.5 Transitional regulation for phase B	6
2.6 Transitional regulation for interruption rules	7
3. Termination of the agency work employment contract	7
3.1 Termination of the agency work employment contract with agency clause (phase A)	7
3.2 Termination of the secondment agreement for a definite period in phase A or B	8
3.3 Termination of the secondment agreement for an indefinite period (phase C)	9
4. Successive employership	9
5. Transition compensation	10
6. Remuneration (hirer's remuneration and ABU remuneration)	11
6.1 Hirer's remuneration	11
6.2 ABU remuneration	12
7. There is temporarily no work	14
7.1 There is temporarily no work or less work in phase A	14
7.2 There is temporarily no work or less work in phase B	15
7.3 Whole or partial cessation of temporary agency work in phase C	15
8. Suitable work and adjustment of actual wage	16
8.1 Adjustment of actual wage for suitable work with application of the hirer's remuneration	16
8.2 Adjustment of actual wage for suitable work with application of the ABU remuneration	17
9. Holidays and leave	18

10. Administrative matters	19
10.1 Time registration	19
10.2 Pay slip	19
10.3 Written confirmation of the type of remuneration	19
11. Illness	19
11.1 Phase A agency work employment contract with agency clause	19
11.2 Secondment agreement in phase A, B and C	20
12. Pension	20
13. Special regulations	20
13.1 Temporary agency workers not living permanently in the Netherlands	20
13.2 Complaints and disputes	21
13.3 Position Classification Committee	21
Conclusion	21

Reading guide:

This *Summary of the CLA for Temporary Agency Workers* presents a summary of the types of agency work employment contracts possible under the CLA. The so-called phase system is also discussed. Other employment conditions from the CLA are also addressed in the summary.

1. Introduction

As a temporary agency worker, you are covered by the *CLA for Temporary Agency Workers* (hereafter: CLA) and you always work on the basis of an agency work employment contract. The agency work employment contract is the employment contract on the basis of which you work for the user company. The user company is responsible for management and supervision. This means that the user company provides the (work) instructions at the workplace and tells you what to do.

The CLA covers three types of agency work employment contracts that the private employment agency can conclude with you. These are:

1. the agency work employment contract with agency clause;
2. the secondment agreement for a definite period;
3. the secondment agreement for an indefinite period.

Re 1 *The agency work employment contract with agency clause*

The agency work employment contract with agency clause means that the agency work employment contract automatically ends if the user company terminates the assignment.

Re 2 *The secondment agreement for a definite period*

The secondment agreement is an agency work employment contract entered into for a definite period of time. The contract automatically ends on the last day of this period. A date is usually included in this contract, but a project may also be described, for example.

Re 3 *The secondment agreement for an indefinite period*

The secondment agreement for an indefinite period is an agency work employment contract entered into for an indefinite period of time, without an end date therefore.

2. Phase system

The CLA includes a so-called phase system. This system determines to what type of agency work employment contract you are entitled and, to some extent, to which employment conditions. The phase system consists of three phases: phase A, B and C. The further you are in the phase system, the more rights you acquire. The private employment agency can tell you exactly which phase you are in. More explanation about the three phases follows below.

2.1 Phase A

At commencement of your employment relationship with the private employment agency, you start in phase A. Phase A lasts 78 worked weeks. This means you are still in phase A if you have not yet worked in more than 78 weeks. Every week you work counts towards the time accrual in phase A. The number of hours you work in a week is not important in this context. It also does not matter at how many different user companies you work, as long as you continue to work for the same private employment agency.

In phase A, you work on the basis of an agency work employment contract with agency clause, unless a secondment agreement is concerned. In phase A, the private employment agency only owes wages for the hours you have actually worked. If you do not work, you receive no wages therefore, unless the private employment agency has made other agreements with you in writing.

2.2 Phase B

You are working in phase B if the employment relationship is continued within a period of six months after conclusion of phase A. Phase B lasts four years. In phase B, you always work on the basis of a secondment agreement for a definite period, unless you have expressly made different agreements with the private employment agency. In phase B, a maximum of six fixed-term secondment agreements may be concluded. The duration per secondment agreement can vary. In the event of a seventh secondment agreement or if you work in phase B for more than four years, you automatically advance to phase C. The agency clause may no longer be applied in phase B.

Examples for phase B

- *Anja has worked 78 weeks for the same private employment agency. If she continues to work for the same private employment agency without interruption, she ends up in phase B and is entitled to a secondment agreement for a definite period.*
- *If, in phase B, Anja is consecutively given six secondment agreements of eight months by the same private employment agency, phase B lasts four years. If Anja is consecutively given six secondment agreements of two months at the same private employment agency, phase B only lasts twelve months.*

2.3 Phase C

You are working in phase C if the employment relationship is continued within a period of six months after completion of phase B. In phase C, you always work on the basis of a secondment agreement for an indefinite period.

Examples for phase C

- *Peter worked in phase B on the basis of six successive secondment agreements. With the next secondment agreement, he enters phase C. This entitles him to a secondment agreement for an indefinite period.*
- *Sonja has been working in phase B for the same private employment agency for some time. When she is in her third secondment agreement in phase B, she exceeds the limit of four years that applies for phase B. This puts her in phase C. She is then entitled to a secondment agreement for an indefinite period.*

In summary, the three phases of the phase system can be set out as follows.

Phase A	Phase B	Phase C
78 worked weeks	four years and/or six secondment agreements for a definite period	indefinite period

2.4 Interruption rules

A fixed interruption period of six months applies in the phase system. This means that for the purposes of the phase system, the accrual of time continues if the interruption between two agency work employment contracts is six months or less. In this calculation, during phase A the periods of interruption do not count towards the time accrued, while in phase B these periods of interruption do indeed count towards the total time spent in the phase. If there is an interruption of more than six months between two agency work employment contracts, you always start again at the beginning of phase A.

If, after your permanent secondment agreement in phase C is legally terminated, you start working again for the same private employment agency within six months, you do not continue in phase C. In that case, you start at the beginning of phase B. If you do not go back to work for the same private employment agency until more than six months have passed, you start at the beginning of phase A. The secondment agreement can be legally terminated, among other ways, with the permission of the Public Employment Services or after a procedure before the court.

The interruption rules per phase are shown schematically below:

Phase	Interruption	Consequence
A	six months or less	time accrual continues in the phase system, the interruption period is not included in the accrued time.
	more than six months	back to the beginning of phase A, time accrual starts anew.
B	six months or less	time accrual continues in the phase system, the interruption period counts toward the accrued time.
	more than six months	back to the beginning of phase A, time accrual starts anew.
C	six months or less	back to the beginning of phase B, from there, the time accrual starts anew.
	more than six months	back to the beginning of phase A, time accrual starts anew.

Examples for phase A

- *Jan has worked for the private employment agency for 46 weeks and goes on holiday to Germany for two months. After two months, he goes to work again via the same private employment agency. Because the interruption lasted less than six months, Jan only needs to work 32 weeks before phase A is completed.*

- *Pim has worked for the private employment agency for 28 weeks. This is followed by a period of seven months in which he does not work. Because the interruption lasted more than six months, Pim will return to the beginning of phase A if he starts working for the same private employment agency again.*

Examples for phase B

- *Ahmed has worked for the private employment agency for 78 weeks and then stops work for three months. Phase A has been completed since 78 weeks were worked. Because the interruption lasted less than six months, Ahmed starts phase B if he returns to the same private employment agency.*
- *Lionel worked for the private employment agency for nine months on the basis of his first phase B secondment agreement. Once his contract expires, he decides to go to Spain for two months. When he returns, he goes to work again via the same private employment agency. Phase B continues, since there was no interruption of more than six months. The two-month interruption period also counts towards the total maximum phase B duration of four years. Lionel starts in phase B at the beginning of the twelfth month.*
- *Anne works for eighteen months in phase B. Her contract expires and the private employment agency then has no work for her for seven months. After these seven months, she starts working again for the same private employment agency. The interruption is longer than six months, so she goes back to the beginning of phase A.*

Examples for phase C

- *Laura works in phase B for four years and then her secondment agreement expires. She then goes on holiday for 2.5 months. After the 2.5 months, she starts working again for the same private employment agency. She is now entitled to a permanent secondment agreement in phase C. The accumulated duration of phase B will stand for six months.*
- *Ashley is working in Phase C. The employment relationship is terminated with the permission of the Public Employment Services because the private employment agency no longer has an assignment for her. Ten months after termination of the employment relationship, there is once again work and she goes to work via the same private employment agency. There has now been an interruption of more than six months. Because of this, Ashley starts once again at the beginning of phase A. If Ashley had resumed work for the private employment agency just four months after termination of the employment relationship, she would start at the beginning of phase B. In that case, there would be an interruption of six months or less.*

2.5 Transitional regulation for phase B

The rules for the number of contracts and the duration of phase B as described above take effect on 1 July 2015. Until 1 July 2015, phase B lasted two years and could include a maximum of eight fixed term secondment agreements. It is possible that on 1 July 2015 you may be working on the basis of a seventh or eighth fixed-term secondment agreement in phase B. This contract automatically ends (on grounds of the transitional law under the CLA) on the end date stated in the secondment agreement, provided this date is before 1 July 2016.

2.6 Transitional regulation for interruption rules

The interruption period of six months, as reported above, takes effect on 1 July 2015. Prior to that, different interruption rules applied. If you worked for the private employment agency before 1 July 2015 and your agency work employment contract terminated prior to 1 July 2015 and you conclude a new contract with the same private employment agency on or after 1 July 2015, the new interruption period of six months applies at that moment.

3. Termination of the agency work employment contract

Separate rules apply for the termination of the agency work employment contract with agency clause and the secondment agreement for a definite period or an indefinite period.

3.1 Termination of the agency work employment contract with agency clause (phase A)

Termination resulting from end of assignment

The agency work employment contract with agency clause ends automatically if the assignment on which you are working at the user company is terminated by the user company. The private employment agency must, however, inform you about this on time, so that you can take this into account. The longer the assignment lasted, the longer in advance the private employment agency must tell you that the assignment, and by extension the agency work employment contract, will be terminated. Below you can see the number of calendar days the private employment agency must observe in that case. This is called the notice period.

Duration of the assignment in weeks	Notice period in calendar days
0 to 12	0
12 to 26	5
26 to 52	10
52 to 78, inclusive	14

If the private employment agency does not observe the notice period, your agency work employment contract does end, but you will be entitled to wages for the days of the notice period that the private employment agency failed to observe. You do have to keep yourself available for other work during those days, however (see section 7 *There is temporarily no work*).

Termination resulting from illness

The agency work employment contract with agency clause also ends automatically if you fall ill. In that case, it is assumed that the agency work employment contract has been terminated with immediate effect at the user company's request. No notice period applies in such case.

Reaching pensionable age pursuant to the General Old Age Pensions Act (AOW)

When you reach the pensionable age pursuant to the General Old Age Pensions Act (AOW), the agency work employment contract with agency clause terminates automatically on the date on which you reach this age, unless you have made other agreements with the private employment agency.

On own initiative

If you have an agency work employment contract with agency clause, this means that you can give notice at any time that you wish to stop working. You are obliged to report this to the private employment agency no later than one working day before you wish to terminate employment.

3.2 Termination of the secondment agreement for a definite period in phase A or B

A secondment agreement for a definite period can be terminated prematurely on any working day, with due observance of the notice period in effect, unless the contract states that premature termination is not permitted. If no option for premature termination is included in the secondment agreement, neither you nor the private employment agency may terminate the secondment agreement during the time it is in effect. For the rest, this can only be agreed for a secondment agreement of three months or more.

If premature termination is possible, a notice period of one month applies for the private employment agency. A notice period of between 7 and 28 calendar days applies for you. This depends on the term of the contract. The overview below shows the notice periods in effect.

Length of secondment agreement for a definite period	Notice period for temporary agency worker	Notice period for private employment agency
≤ 3 months	7 calendar days	1 month
> 3 months < 6 months	14 calendar days	1 month
≥ 6 months or longer	28 calendar days	1 month

A secondment agreement in phase B always expires automatically once the end date has been reached. In that case, neither you nor the private employment agency has to observe a notice period. The private employment agency may, however, be subject to a requirement to notify you no later than one month before the secondment agreement ends whether or not it will be continued. This so-called notification requirement only applies for secondment agreements that have been entered into for six months or longer.

Termination by the private employment agency

For premature termination of the secondment agreement, the private employment agency usually needs the permission of the Public Employment Services (UWV) or must ask the subdistrict court to terminate the contract. It is also possible for you to decide in consultation with the private employment agency to terminate the contract with mutual consent. This is set down in a so-called settlement agreement. The private employment agency can also terminate the secondment agreement with your consent. In that case, the private employment agency does not need to go to the Public Employment Services (UWV) or subdistrict court for termination of the secondment agreement. After termination with mutual consent or with your consent, you have a reflection period of fourteen days in which you can still change your earlier decision.

Reaching pensionable age pursuant to the General Old Age Pensions Act (AOW)

When you reach the pensionable age pursuant to the General Old Age Pensions Act (AOW), the secondment agreement for a definite period terminates automatically on the date on which you reach this age, unless you have made other agreements with the private employment agency.

3.3 Termination of the secondment agreement for an indefinite period (phase C)

If there is no longer any work for you, a redeployment interview will be held with you. In this interview, the wishes and possibilities on the part of both you and the private employment agency will be discussed. If this does not result in a new assignment within a reasonable time frame, the private employment agency can request permission from the Public Employment Services (UWV) to terminate the secondment agreement. In the CLA, you can find what the reasonable time frame is for your situation.

A secondment agreement for an indefinite period can be terminated either by you or by the private employment agency on any working day, of course with due observance of the notice period in effect. Both parties must observe a notice period of one month, unless a different period has been agreed. If a longer notice period applies, this period is the same for both parties.

Termination by the private employment agency

For termination of the secondment agreement for an indefinite period, the private employment agency usually needs the permission of the Public Employment Services (UWV) or must ask the subdistrict court to terminate the contract. It is also possible for you to decide in consultation with the private employment agency to terminate the contract with mutual consent. This is set down in a so-called settlement agreement. The private employment agency can also terminate the secondment agreement with your consent. In that case, the private employment agency does not need to go to the Public Employment Services or subdistrict court. After termination with mutual consent or with your consent, you have a reflection period of fourteen days.

Reaching pensionable age pursuant to the General Old Age Pensions Act (AOW)

When you reach the pensionable age pursuant to the General Old Age Pensions Act (AOW), the secondment agreement for an indefinite period is automatically terminated on the day on which you reach this age, unless different agreements have been made about this in your secondment agreement.

4. Successive employership

The weeks you accrue in the phase system count per private employment agency. This means that if you have already accrued entitlements at a particular private employment agency and then move to a different private employment agency, the accrual starts there anew. The time accrued in the phase system cannot be transferred from one private employment agency to another.

The case is different for successive employership. There is a situation of successive employership if you are successively employed at different employers who can reasonably be considered each

other's successors in relation to the work carried out. This is the case, for example, if you first work at the user company via one private employment agency and later (within six months) via a different private employment agency, whereby the work remains the same. There is also a situation of successive employership if you were first working as an employee of the user company and later (within six months) again start performing work at the user company via the private employment agency.

If there is a case of successive employership, the new private employment agency (the successive employer) must include the weeks you had already worked at the user company previously in determining your legal status in the phase system.

5. Transition compensation

With effect from 1 July 2015, on grounds of the Work and Security Act you are entitled to transition compensation at the end of the employment relationship if the employment relationship lasted at least 24 months and the agency work employment contract:

- was terminated by the private employment agency;
- was terminated (by the court) at the request of the private employment agency;
- was not continued after its automatic expiration, at the private employment agency's initiative;
- was terminated by you as the result of serious culpable action or omission on the part of the private employment agency;
- was terminated by the court at your request as the result of serious culpable action or omission on the part of the private employment agency; or
- was not continued after its automatic expiration, at your initiative, because of serious culpable action or omission on the part of the private employment agency.

During the first ten years of the employment relationship, the transition compensation amounts to 1/6 of the gross monthly salary for every six months you were employed and for the period thereafter it amounts to 1/4 of the gross monthly salary for every six months of the employment relationship. The transition compensation may not exceed €75,000 gross, or the gross salary for twelve months, if higher.

The private employment agency does not owe transition compensation in all cases. For instance, the private employment agency does not (in any event) owe transition compensation if the agency work employment contract:

- was terminated by you for a reason other than serious culpable action or omission on the part of the private employment agency;
- was terminated by the court at your request for a reason other than serious culpable action or omission on the part of the private employment agency;
- was not continued after its automatic expiration, at your initiative, for a reason other than serious culpable action or omission on the part of the private employment agency;
- ends or is not continued because you will be working (directly) for the user company, as an employee, for instance, or as a self-employed worker without employees;

- ends or is not continued because the assignment on which you were working at the user company has been awarded to another private employment agency after a tendering procedure and you are hired by that other private employment agency;
- ends or is not continued before you turn eighteen and you have worked on average no more than twelve hours per week;
- ends or is not continued because you have reached pensionable age pursuant to the General Old Age Pensions Act (AOW) or another age at which you become entitled to pension;
- ends or is not continued as the result of serious culpable action or omission on your part.

As a successive employer, the private employment agency also owes transition compensation calculated over your employment history at your previous employer. If your previous employer already paid transition compensation, this may be deducted from the transition compensation to be paid out. In connection with this, the private employment agency may ask when you register whether you received transition compensation from your previous employer. On grounds of the CLA, you are required to provide this information.

Transitional law applies to the transition compensation.

- For contracts until 1 July 2012, there is no case of successive contracts if the interruption period between two contracts was more than three months.
- For contracts from 1 July 2015 onwards, there is no case of successive contracts if the interruption period between two contracts was more than six months.
- For contracts between 1 July 2012 and 1 July 2015, an interruption period of more than six months applies in principle. If you once had a contract for an indefinite period, an interruption period of more than three months applies. This can only be assessed after termination of your employment relationship, therefore.

If, before the end of your temporary employment contract, your employer enters into a new employment contract with you (which may be terminated in the interim) that takes effect within six months, your employer does not need to pay any transition compensation in the interim.

6. Remuneration (hirer's remuneration and ABU remuneration)

The remuneration rules from the CLA have been amended as of 30 March 2015. The starting point is that every temporary agency worker is entitled to the hirer's remuneration from the first working day at the user company, unless he belongs to one of the exception groups mentioned in the CLA.

6.1 Hirer's remuneration

Application of the hirer's remuneration means that you receive the same remuneration as an employee of the user company working in the same or an equivalent position. The hirer's remuneration consists of six components. It is not the case, therefore, that the entire CLA or employment conditions scheme of the user company also applies for you.

The six elements of the hirer's remuneration are:

1. the hourly wages (prevailing period wage in the scale);
2. the applicable reduction in working hours. The private employment agency may grant the reduction in time and/or in money;
3. bonuses for overtime, shifted working hours, irregular hours (including public holiday bonus) and shift bonus;
4. initial wage rise, the height and moment of which is decided by the user company;
5. expense allowance (insofar as the private employment agency is permitted to pay the allowance exempt from wage tax and social security contributions); and
6. period-linked salary increases, the amount and moment of which are decided by the user company.

The hirer's remuneration is determined per assignment. The position that you will be performing at the user company is assigned to the job grade applicable at the user company and the hirer's remuneration is determined on the basis thereof. The private employment agency bases this on the information it receives from the user company.

6.2. ABU remuneration

If you belong to one of the exception groups, the private employment agency may opt to apply the ABU remuneration instead of the hirer's remuneration.

There are four groups for which the ABU remuneration can be applied.

Temporary agency workers belonging to the allocation group

This covers temporary agency workers at a distance from the labour market. For instance:

- school leavers;
- job seekers in the context of the Participation Act;
- people re-entering the labour market (returners);
- people in the reintegration target group;
- long-term unemployed;
- temporary agency workers without starting qualifications (that is, no diploma at senior secondary vocational education (MBO) level 2 at least, or no diploma at senior general secondary education (HAVO) or pre-university education (VWO) level) who are undergoing vocational training that will result in qualifications;
- temporary agency workers who are receiving training for occupational qualification as assistant (BKA) level 1;
- holiday workers.

If you belong to the allocation group, the private employment agency may apply the ABU remuneration for a maximum of 52 worked weeks. After this period elapses, you receive the hirer's remuneration. In some cases, the period of 52 worked weeks can be extended to maximum 104 worked weeks (see the CLA booklet).

Temporary agency workers belonging to the transition group

This covers temporary agency workers who are being guided from work to work. This means that you are guided from your current job to new work via the private employment agency. If the private employment agency subsequently places you with a user company, the ABU remuneration may be applied. It is a condition, however, that this must be contained in a social plan or CLA of the old employer.

The private employment agency may apply the ABU remuneration for a maximum of 52 worked weeks. After that, if you are still working for the private employment agency, you must be paid on the basis of the hirer's remuneration.

Temporary agency workers who cannot be classified

This covers temporary agency workers who cannot be classified in the job description matrix at the user company where they work, which means the hirer's remuneration cannot be applied.

The ABU remuneration can only be applied as long as you work at the user company in whose job description matrix you cannot be classified. If your position at the user company changes and your new position can indeed be classified in the job description matrix, you are entitled to the hirer's remuneration from that moment onward.

Temporary agency workers with a secondment agreement for an indefinite period in phase C

This covers temporary agency workers who are working on the basis of a secondment agreement for an indefinite period in phase C. The private employment agency may apply the ABU remuneration for these temporary agency workers instead of the hirer's remuneration. When the secondment agreement for an indefinite period is entered into, the private employment agency decides which remuneration applies and cannot change this in the interim.

If you were in phase C on 30 March 2015, the choice was made for the hirer's remuneration or the ABU remuneration at that time. If you were in an inactive period at that time, the choice was deferred until the moment at which you return to work. You are in an inactive period if you are temporarily not working on an assignment at a user company.

In determining the amount of the ABU remuneration, you are entitled to at least the average wage you received during the past twelve months in phase B. You can find the exact method for calculating this wage in the CLA.

Application of the ABU remuneration

In the CLA, you can find what the ABU remuneration consists of. For the application of the ABU remuneration, you are assigned to a job grade as specified in the CLA. There are ten job grades to which you can be assigned. Your position is classified on the basis of formal decision rules from the CLA. The nature of the work, the level of knowledge required and the extent of independence play a role in this. Thus your position determines the job grade in which you are classified.

After your position has been determined, the wage is determined based on the salary table from the CLA, on the basis of the specific exception group to which you belong and the job grade to which you have been assigned. The salary table consists of several columns, each column showing the hourly wage per job grade. The remuneration for the temporary agency worker who belongs to the allocation group is included in column I. In column II, you see the remuneration for the temporary agency worker who belongs to the transition group or the group of 'non-classifiable' workers as well as for the temporary agency worker with a secondment agreement for an indefinite period in phase C. The tables have an initial and final salary that correspond with the ten job grades. As a rule, the tables are updated every year. The latest version of the salary table is included in the CLA.

ABU period-linked salary increases

If you have been receiving the ABU remuneration while working for the same private employment agency during 52 weeks, you will (usually) receive a period-linked salary increase, unless you switch to the hirer's remuneration or fall under one of the exceptions. There are two reference moments per year to check whether you have worked for the same private employment agency during 52 weeks. If this is the case, you receive period-linked salary increases until you reach the final salary for your job scale. The reference moments are the first Monday of January and the first Monday of July.

The height of your period-linked salary increase depends on the job grade to which you are assigned and ranges from 2.1% to 3.0%. After the increase is awarded, the count of 52 weeks begins again. If there has been an interruption of 26 weeks or more, the count for the increase begins again.

Deviating agreements for the construction sector

If you work in the construction sector, deviating remuneration rules may apply for you. These rules prevail over the hirer's remuneration and the ABU remuneration. This means that the deviating remuneration rules for the construction sector must always be applied if you meet the conditions from the CLA.

You were called, you showed up, but there is no work

As agreed with the private employment agency, you showed up at work at the user company but it turns out that you cannot work there after all. In this case, you are entitled to compensation of three times the actual hourly wage you would have received if you had simply been able to work.

7. There is temporarily no work

It may be the case that the assignment at the user company has ended and the private employment agency does not immediately have a new assignment for you. It is also possible that your hours at the user company have been reduced and the private employment agency does not immediately have other work for you for the hours now freed up. What are you entitled to in these cases?

7.1 There is temporarily no work or less work in phase A

If you are a temporary agency worker in phase A, you will only receive payment for the hours you

actually work. When you do not work, you are not entitled to wages, therefore. This is called the exclusion of the continued payment of wages. It does not matter here whether you are working on the basis of an agency work employment contract with agency clause or a secondment agreement.

In the secondment agreement in phase A it can be agreed that the exclusion of the continued payment of wages does not apply to you. In that case, you are entitled to the reversion wage in the event of reduction or full cancellation of the number of hours set down in the secondment agreement. It is a condition, however, that you must remain available to perform suitable work (see section 8).

The reversion wage is 90% of the actual wage you were earning in your most recent assignment and is never less than the minimum wage. The actual wage is the so-called base wage. This is the gross wage excluding holiday allowance, bonuses, expense allowances, overtime, compensation hours, etc.

Example

- *Willem has an agency work employment contract with agency clause in phase A. The user company terminates the assignment on which he is working. The agency work employment contract is also terminated as a result. Willem is therefore no longer entitled to wages.*
- *Simon has a secondment agreement in phase A with exclusion of the continued payment of wages. Two weeks before the secondment agreement expires, his work at the user company ends. As long as the private employment agency does not have new work for him, Simon is not entitled to wages. If he is entitled to this, Simon can apply for an unemployment benefit from the Public Employment Services (UWV).*

7.2 There is temporarily no work or less work in phase B

In phase B, you are entitled to the reversion wage in the event of reduction or full cancellation of the number of hours agreed on in the secondment agreement (see section 7.1 for the definition of reversion wage). It is a condition, however, that you must remain available to perform suitable work (see section 8) for the total number of hours included in the secondment agreement.

Example

Kees has fully completed phase A and is now working on the basis of a six-month secondment agreement in phase B as a bookkeeper. The assignment is terminated after two months. The private employment agency must now look for suitable work for Kees. As long as the private employment agency has not found him suitable work, he is entitled to the reversion wage.

7.3 Whole or partial cessation of temporary agency work in phase C

In phase C, just like in phase B, you are entitled to the reversion wage in the event of reduction or full cancellation of the number of hours agreed on in the secondment agreement (see section 7.1 for the definition of reversion wage). It is a condition here too, however, that you must remain available to perform suitable work for the total number of hours included in the secondment agreement (see section 8).

The private employment agency may not apply the reversion wage without limit in phase C. If there is no work for you, it may allow your wage to decrease by 10% on not more than two occasions during phase C. You can find more information about this in the CLA.

8. Suitable work and adjustment of actual wage

If the assignment has been terminated and your secondment agreement is still in effect, the private employment agency will have to look for suitable work for you. As long as the private employment agency has not yet found suitable work for you, you must remain available for work for the agreed number of hours laid down in your secondment agreement.

In order to determine what work is suitable for you, your most recent position is considered. If the hirer's remuneration applied for you, you are classified in the ABU job matrix on the basis of your most recent position. If the ABU remuneration applied for you, the job grade in which you most recently worked is considered.

A job is deemed suitable work if the position is no more than two job grades lower than the position you most recently performed (as classified in the ABU job matrix). The number of hours that you will work must also be suitable. This is the case if you will be working the same number of hours as stated in the secondment agreement.

If you will be working fewer hours than stated in your secondment agreement, the private employment agency must - in phase B (unless you have not yet fully completed phase A) and C - pay the reversion wage for the hours not worked. This only applies for phase A if you have agreed on this. If you will be working more hours than agreed previously, this may be a maximum of four hours per week more. Unless you are willing to work more.

If the private employment agency has found suitable work for you but you refuse this offer, you forfeit both your right to replacement employment and any right you may have to continued payment of wages.

8.1 Adjustment of actual wage for suitable work with application of the hirer's remuneration

If you have a secondment agreement in phase A, B or C and will be performing suitable work, being paid on the basis of the hirer's remuneration, you will be classified in the job classification matrix at your new user company based on your new position and your new wage will be determined.

If you will be working fewer hours than stated in your secondment agreement, the wage for the worked hours will be determined as presented above. The provisions stipulated in section 7 apply for the hours you will not be working.

Secondment agreement in phase C

If you have a secondment agreement for an indefinite period in phase C, the wage during your new assignment must be at least equal to the reversion wage. The private employment agency may adjust the reversion wage at most once if you will be performing suitable work. This means that your wage

can usually be decreased by 10%, no more than once, if you are to perform suitable work.

If the new wage is lower than your wage for the previous assignment, you are entitled to a supplement to your wages so that you receive 100% of your most recently earned wages for the first thirteen weeks of your new assignment. This is clearly explained in your CLA booklet.

Example

Ali has a phase C secondment agreement and works as an unloader. The assignment is terminated after two months. The private employment agency must now look for suitable work for Ali. As long as this has not been found, the private employment agency must continue to pay the reversion wage. After one month the private employment agency has work for Ali again, as a mailroom assistant, but that job is assigned one job grade lower than his work as unloader. Ali now earns at least 90% of his original wage. Because Ali was working in phase C, he is entitled to a supplement so that he receives 100% of his original wage for the first thirteen weeks that he works as a mailroom assistant. After those thirteen weeks, his wages must be at least equal to the reversion wage.

8.2 Adjustment of actual wage for suitable work with application of the ABU remuneration

Phase A

If you have a current secondment agreement in phase A and will be performing suitable work, for which the ABU remuneration applies, you will be classified in the ABU job matrix on the basis of your new position and your new wage will be determined accordingly.

If you will be working fewer hours than stated in your secondment agreement, the wage for the worked hours will be determined as presented above. The provisions stipulated in section 7 apply for the hours you will not be working.

Phase B

If you have a current secondment agreement in phase B and will be performing suitable work with application of the ABU remuneration, you will also be reclassified in the ABU job matrix. Your wage will be determined on the basis of this. The new actual wage must also be at least equal to the actual wage you received for your most recent assignment.

If you will be working fewer hours than stated in your secondment agreement, the wage for the worked hours will be determined as presented above. The provisions stipulated in section 7 apply for the hours you will not be working.

Phase C

If you are in phase C and will be performing suitable work with application of the ABU remuneration, you will - just as in phase A and B - be reclassified in the ABU job matrix. Your new wage will also be determined on the basis of your new job classification. The new actual wage must now be at least equal to the reversion wage. The private employment agency may adjust the reversion wage at most once if you will be performing suitable work. This means that your wage can usually be decreased by 10%, no more than once, if you are to perform suitable work.

If you will be working fewer hours than stated in your secondment agreement, the wage for the worked hours will be determined as presented above. The provisions stipulated in section 7 apply for the hours you will not be working.

If the new wage is lower than your wage for the previous assignment, you are entitled to a supplement to your wages so that you receive 100% of your most recently earned wages for the first thirteen weeks of your new assignment. This is clearly explained in your CLA booklet (see the example of Ali in section 8.1).

If you once again start working in a position falling in the same job grade to which you were assigned upon entering into your secondment agreement for an indefinite period, you will again be entitled to the wage corresponding to that.

9. Holidays and leave

Holidays

If you have a full-time contract, you are entitled to 16 ²/₃ hours of holiday per month. This adds up to 25 holidays per year. If you work less, you receive a proportionate part of this. If you want to go on holiday, you can take the necessary holidays, to the extent that you have accumulated these. In the first week of June, you also receive 8% holiday allowance.

Special leave / short-term absence

The CLA also describes when you can take special leave or short-term absence. This could be leave in connection with a wedding or the death of a family member, for instance.

Public holidays

The CLA indicates which days are regarded as public holidays. There are also provisions for what wages you are possibly entitled to during these public holidays, if you cannot work because of these holidays. The private employment agency will inform you in advance whether you will be paid for public holidays or whether you accrue a reserve for this if you are working in phase A.

Reserves

If you have an agency work employment contract with agency clause in phase A, you accrue reserves for every hour you work. These reserves are intended to cover payment during holiday, short-term absence, special leave and public holidays (if it has been agreed that reserves are accrued for the public holidays). You can see the amount of these reserves accrued on your pay slip each week. Articles 55 to 58 of the CLA also explain in detail what is reserved and how this can be taken. Article 60 of the CLA lays down how and when the reserves are paid out.

Phase A, B and C secondment agreement for a definite or an indefinite period

As a temporary agency worker with a secondment agreement in phase A, B or C, your wages continue to be paid during holiday, short-term absence, special leave and public holidays.

10. Administrative matters

10.1 Time registration

Before you start working at the user company, the private employment agency will inform you of how you should report the hours that you work. The starting point is that at the end of each week, you must fill in the number of hours you have worked on your work slip. You must also fill in the bonus and overtime hours on this work slip. After you have truthfully filled in the work slip, you must have it signed by the user company and then hand it in to the private employment agency. This work slip serves as the basis for the payment of your wages.

It may also be the case that the user company fills in the work slip for you or automatically reports the number of hours you worked to the private employment agency. In that case, you are entitled to view the hours you have worked or to receive a copy of this work slip.

Remuneration is always based on the number of hours you worked (and not on piecework therefore).

10.2 Pay slip

The private employment agency will give you a digital or written wage statement, also called the pay slip, at least once a month. This pay slip lists a number of items:

- the wage amount;
- gross hourly wages;
- the number of hours you worked;
- deductions from your wages;
- bonuses per bonus type in percentages and in euros.

The pay slip also shows you how much has been accrued in reserves.

10.3 Written confirmation of the type of remuneration

Before you start working at the user company, the private employment agency will inform you in writing whether you will be paid according to the hirer's remuneration (see section 6.1) or according to the ABU remuneration (see section 6.2). This may also take place by email or via the personalised, secure portal.

11. Illness

If you fall ill, you are obliged to report this to the private employment agency and the user company as soon as possible and no later than 10:00 a.m. on the first day of illness. If you are not at your home address at that time, you must give your nursing address at the time you report sick.

11.1 Phase A agency work employment contract with agency clause

You will not receive wages for the first two days of illness. In order to compensate for the second unpaid day of illness, you receive an increase on your wages for each hour that you work. You receive this increase every week when your wages are paid and not, therefore, when you are ill. You receive no compensation for the first unpaid day of illness.

The agency work employment contract with agency clause automatically ends in the event of illness. In that case, it is assumed that the agency work employment contract has been terminated with immediate effect at the user company's request. If you wish to work again for the private employment agency after your illness (at the same user company), a new agency work employment contract will be made.

After your agency work employment contract with agency clause has been terminated because of your illness, you are entitled to a benefit under the Sickness Benefits Act starting on the third day of illness. The benefit under the Sickness Benefits Act is 70% of the daily wage from benefits and can last no longer than two years. The private employment agency is obligated to supplement this sickness benefit during the first year of illness so that you receive 91% of the daily wage from benefits. In the second year you are ill, this decreases to 80% of the daily wage from benefits. The daily wage from benefits is decided by the Public Employment Services (UWV) and is the average wage during the period preceding the illness.

11.2 Secondment agreement in Phase A, B and C

If you work on the basis of a secondment agreement, as long as your secondment agreement is in effect the private employment agency is obligated to continue payment of 91% of your wages during the first year you are ill, and 80% of your wages during the second year. One qualifying day applies, which means that continued payment of your (partial) wages only takes effect from the second day of illness.

The secondment agreement will continue normally during the time you are ill and in phases A and B, will only expire on the end date agreed upon. If you are still ill on the date on which the secondment agreement expires, you may be entitled to benefits under the Sickness Benefits Act.

12. Pension

The pension will usually be arranged via StiPP. This is the Dutch abbreviation for the Personnel Agency Pension Fund Foundation. Depending on the number of weeks worked for the private employment agency, you will qualify for the Basic Scheme or the Plus Scheme. You can find more information about the pension schemes at www.stippensioen.nl. Of course your private employment agency can also tell you more about this.

13. Special regulations

13.1 Temporary agency workers not living permanently in the Netherlands

If you were recruited outside the Netherlands to (temporarily) work in the Netherlands as a temporary agency worker, several specific stipulations apply to you in addition to the general stipulations in the CLA. Among other things, the special employment conditions concern accommodation standards, safety, instruction and social counselling. You can read the details of these conditions in Articles 64 to 67 and Annex VII of the CLA.

13.2 Complaints and disputes

If you have a dispute with your private employment agency concerning the interpretation of the CLA, please first discuss this with the branch manager at the private employment agency you work for. He or she will try to find a solution with you. In most cases, this will be sufficient. If the matter cannot be resolved, you can submit a complaint to the Dispute Committee for the Temporary Agency Work Sector. This is a special committee in which the unions and ABU together will look for a solution to the problem. Your complaint may be submitted in Dutch or English.

Either you or the private employment agency may ask the Dispute Committee to give a decision. Should you and the private employment agency decide in advance that both will follow the Dispute Committee's decision, the decision from this Committee will be binding, just as in the case of a verdict by a court.

The party requesting the committee for a decision must pay a registry fee amounting to 49 euros (exclusive of VAT). The regulations of the Dispute Committee are available from the ABU. Correspondence to the Dispute Committee for the Temporary Agency Work Sector can be addressed to Geschillencommissie voor de Uitzendbranche, Postbus 144, 1170 AC Badhoevedorp or emailed to geschillen@abu.nl.

13.3 Position Classification Committee

If you do not agree with the classification of your position, you may report this to the intermediary who classified you in this position within three weeks after starting in this position. If you do not yet know your classification at that time, the three-week term begins after you have been notified of the classification. The intermediary then has six weeks in which to inform you by letter or email as to what the job classification was based on and how you can file an objection to the classification by letter or email to the management of the private employment agency. Three-week periods also apply for this objection and the management's response to it. You can file an appeal against the decision of the private employment agency management with the Position Classification Committee. This committee consists of a representative of the employees (trade unions) and a representative of the employers (ABU) and will give its decision within three months. If the Position Classification Committee finds in your favour, the private employment agency must pay you the wages that correspond to the correct position classification retroactively. Correspondence to the Position Classification Committee can be addressed to Functieclassificatiecommissie, Postbus 144, 1170 AC Badhoevedorp or emailed to functieclassificatie@abu.nl.

Conclusion

This Summary of the *CLA for Temporary Agency Workers 2017-2019* presents a summary of the most important provisions. Other regulations apply of course. No rights can be derived from this summary. You can see exactly how everything is structured in the full CLA text. You can also contact the unions FNV Flex, CNV Vakmensen, De Unie or LBV, or the intermediary at your private employment agency if you have questions.

This brochure discusses the CLA for Temporary Agency Workers. You can check whether you have the most recent version of the CLA on the website of the ABU or of your union.

Employees' Organisations

FNV Flex

Postbus 9208

3506 GE UTRECHT

Tel: 088 - 368 0 368 (088 FNVofNV)

www.FNVflex.nl

CNV Vakmensen

Postbus 2525

3500 GM Utrecht

Tel: 030 - 751 10 07

www.cnvvakmensen.nl

De Unie

Postbus 400

4100 AK CULEMBORG

Tel: 0345 - 85 18 51

www.unie.nl

LBV

Strevelsweg 700/612

3083 AS ROTTERDAM

Tel: 010 - 481 80 11

www.lbv.nl

Employer's Organisation

ABU

Postbus 144

1170 AC BADHOEVEDORP

www.abu.nl

