



**A summary of the  
Collective Labour Agreement for Temporary Agency Workers 2009 – 2014**

**November 2011 issue**

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*You will find all your rights and obligations concerning your employment contract in the Collective Labour Agreement (CLA) for Temporary Agency Workers 2009 - 2014. The rights and obligations of your employer are also in the CLA. This brochure presents an explanation of the most important provisions in the CLA, such as your legal status, remuneration and training.*

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## Legal status: the phase system

The phase system has been set down in the ABU (the Dutch Federation of Private Employment Agencies) *CLA (Collective Labour Agreement) for Temporary Agency Workers*. The further you advance in the phases, the more rights you obtain, thus the more permanent the relationship with your private employment agency becomes. Your private employment agency can tell you which phase you are in now.

The phase system is subdivided into three phases. The table shows how long the phases last.

Phase A	Phase B	Phase C
78 weeks worked	2 years and/or 8 contracts	Indefinite period

### Phase A

You are in phase A as long as you have not yet worked for your private employment agency for a span of 78 weeks. An exception is if you have reached the pensionable age pursuant to the General Old Age Pensions Act (AOW): then you are in phase A as long as you have not yet worked for your private employment agency for a span of 130 weeks. Every week you work counts for the accumulation of phase A. The number of hours you work in a week is not important for this.

You may enter into an unlimited number of agency work employment contracts in a row in this phase. In this phase it does not matter how many different principals you work for.

### Interruptions and their consequences in phase A

If you do not work for 26 consecutive weeks or more for the same private employment agency, the 78-week span must be counted anew. In the case of an interruption between two agency work employment contracts of 25 weeks or less, the weeks you worked are kept on file and after the interruption the private employment agency will resume counting where you left off.

#### Interruption

- Less than 26 weeks
- 26 weeks or more

#### Consequence

Weeks you worked remain on file: count continues  
Back to the beginning of phase A

#### Examples

- *Jan has worked for 46 weeks for the same private employment agency and goes on holiday to Aruba for 10 weeks. Because the interruption is less than 26 weeks, Jan can work another 32 weeks for the same private employment agency before phase A is completed.*
- *Jan has worked for 28 weeks for the same private employment agency and goes on holiday to Aruba for 31 weeks. Because the interruption lasted more than 26 weeks, Jan will return to the beginning of phase A, even if he returns to the same private employment agency.*

### Agency work employment contract with agency clause in phase A

If you work in phase A, you work on the basis of an agency work employment contract with an agency clause, unless you signed an employment contract with the private employment agency for a certain period. The agency clause thus automatically applies in phase A, unless something else is agreed upon. If the agency clause applies this will have a number of consequences:

- The end of the assignment means the end of the agency work employment contract.
- As a temporary agency worker, you can decide to stop working at any time.

### The end of the assignment means the end of the agency work employment contract

If the user company terminates the assignment with your private employment agency, this will end your agency work employment contract with the private employment agency. This means that you are no longer entitled to wages. The private employment agency must inform you of the termination of the assignment and the agency work employment contract 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 will be terminated. See the table below for the number of calendar days the private employment agency must observe in that case (the notice period).

<b>Duration of the assignment in weeks</b>	<b>Notice period in calendar days</b>
0 to 12	0
12 to 26	5
26 to 52	10
52 through 78	14

If the private employment agency does not comply with 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 were not observed. You do have to keep yourself available for new work during those days, however (suitable work, for explanation see phases B and C). Should you get sick (or if you are in an accident) and the assignment is terminated for that reason, the notice period does not apply. In that case, the agency work employment contract is terminated immediately.

### **You can stop working any time**

The agency clause also means that at any time you can indicate that you no longer want to do the agency work you agreed to. The agency work employment contract is also terminated then. If you want to stop working, you are obliged to report this to the private employment agency no later than one workday before you wish to terminate employment.

## **Phase B**

Phase B begins:

- if you contiguously work for the same private employment agency to completion of phase A, or
  - if you are again placed by the same private employment agency within 26 weeks after terminating phase A.
- 
- *Jan has worked for 78 weeks for the same private employment agency and goes on holiday to Aruba for 10 weeks. Phase A is entirely completed due to the 78 weeks of work and since the interruption of 10 weeks is less than 26 weeks, Jan will start with phase B when he returns to the same private employment agency because phase A has been completely accumulated.*

Phase B takes a maximum of two years or eight contracts. This means that eight secondment contracts for a certain period can be signed consecutively in this phase. For the ninth contract you proceed to phase C.

The private employment agency may specify the duration of the secondment contracts itself, but the total duration in phase B may not exceed two years. If there is an interruption of less than thirteen weeks in the secondment contracts in phase B, this interruption counts as part of the total duration of phase B. The agency clause can no longer be included in a secondment contract in phase B, and you will be working on the basis of a secondment contract for a definite period.

*Examples:*

- *If you have signed eight contracts of three months consecutively at the same private employment agency, phase B will last two years.*
- *If you have signed eight contracts of two months consecutively at the same private employment agency, phase B will last sixteen months.*
- *If a ninth secondment agreement is offered or if the two year period at the same private employment agency is exceeded, you move on to phase C.*

### **There is temporarily no work**

During phase B, your secondment agreements expire on the final date agreed upon (or at the end of a project). The agency clause can no longer be included now. If the user company terminates the assignment, your secondment contract is not terminated and the private employment agency must try to find suitable replacement work for you. You are entitled to part of your wages until this is successful (also referred to as reversion wage, see page 9).

*Example:*

- *Mark has a secondment contract in phase B for six months as a bookkeeper. The assignment is terminated after two months. The private employment agency must now find suitable employment for Mark. As long as the company has yet not found such work, Mark is entitled to having (part of) his wages paid for the remaining period of the secondment contract. For the amount of these wages, look under the heading Wages while there is no work on page 9.*

### **Suitable employment**

The private employment agency will look for suitable employment for you. Suitable employment is involved if it concerns a position that is not more than two position groups lower than the most recent position you held (or the latest position you held in the current contract if this is higher). The number of hours you work in that new assignment (per week, month or period) must also be equal to the number of work hours agreed to in your contract.

If the private employment agency has found suitable work for you but you refuse this offer, your rights to replacement employment will be cancelled *and* your rights to having your wages continued will also be cancelled.

### **Back to work: the same secondment contract**

If you go back to work after the most recent assignment has been cancelled, you will receive at least the same wages that you earned before the work stopped, as long as you continue working in the same secondment contract.

*Example:*

- *Ahmed has a secondment contract for six months as a bookkeeper in phase B. The assignment is terminated after two months. The private employment agency must now find suitable employment for Ahmed. As long as the private employment agency has yet not found such work, Ahmed is entitled to having part of his wages paid. For the amount of these wages, look under the heading Wages for the same employment contract but a new assignment in phase B on page 9. If the private employment agency has work for him again after one month, the agency must pay him at least the actual wages he was earning as a bookkeeper.*

### **Back to work: a new secondment contract**

If you are offered a new secondment contract in phase B, the wages must be at least the same as those you receive if there is no work. If you have not worked for a period that is longer than thirteen weeks but shorter than 26 weeks, you will receive your reversion wage.

### Terminating a secondment contract

A secondment contract for a definite period can be terminated by you or by your private employment agency prematurely with due regard for the notice period in force. For premature termination of the secondment contract, the private employment agency does need the permission of UWV WERKbedrijf (Employment Insurance Agency Implementing Company) or the subdistrict court must be asked for dissolution. The private employment agency must thus have received a permit for dismissal or the subdistrict court must dissolve the employment.

The notice periods are:

Length of the secondment contract	For the temporary agency worker	For the private employment agency
0 to 3 months	7 calendar days	1 month
3 months to 6 months	14 calendar days	1 month
6 months or longer	28 calendar days	1 month

If the option of premature termination is excluded in the secondment contract in phase B, you cannot terminate the secondment contract during the time it is in force. A secondment contract in phase B always expires automatically once the final date has been reached. In that case, neither you nor the private employment agency has to observe a notice period.

### Interruption and recounting in phase B

If a hiatus in work of less than thirteen weeks intervenes in phase B after the secondment contract is terminated, these weeks do count for accumulating the two years. If such a hiatus in work lasts 13 weeks or longer but less than 26 weeks in phase B, phase B starts over again. If you do not work for 26 weeks or more for your private employment agency, you return to the beginning of phase A.

Interruption	Consequence
Shorter than 13 weeks	Weeks count for accumulation of the 2 years
13 weeks or longer and shorter than 26 weeks	Back to the beginning of phase B
26 weeks or longer	Back to the beginning of phase A

*Examples:*

- *Anne works for two months in phase B and then leaves for two months. After these two months, she starts working again for the same private employment agency. In that case, her second contract starts at the beginning of the fifth month in phase B. Interruptions of less than 13 weeks count towards the two years in phase B.*
- *Anne works for four months in phase B and then leaves for four months. After these four months, she starts working again for the same private employment agency. The interruption is longer than thirteen weeks, so she goes back to the beginning of phase B.*
- *Anne works for eighteen months in phase B and then leaves for seven months. After these seven months, she starts working again for the same private employment agency. The interruption is longer than 26 weeks, so she goes back to the beginning of phase A.*

### Phase C

Phase C begins:

- if you continue working immediately after completing phase B;
- or if you are again placed by the same private employment agency within thirteen weeks after completing phase B.

Phase C lasts indefinitely.

Example:

- *Anne works for two years in phase B and then leaves for ten weeks. After these ten weeks, she starts working again for the same private employment agency. She is now entitled to a phase C employment contract. The accumulated duration of phase B will stand for thirteen weeks.*

### **There is temporarily no work**

In phase C you always work on the basis of a secondment contract for an indefinite period.

The agency clause can no longer be included. If the user company terminates the assignment, your secondment contract continues to exist and the private employment agency must continue to pay part of your wages. For the amount of these wages, see the explanation on page 9. The private employment agency must also look for suitable employment for you after the most recent assignment has been terminated.

### **Suitable employment**

The private employment agency will look for suitable employment for you if you have no work. Just like in phase B, suitable employment is involved if it concerns a position that is not more than two position groups lower than the most recent position you held (or the first position you held in the current contract if this is higher). The number of hours you work in that new assignment (per week, month or period) must also be equal to the number of work hours agreed to in your contract.

If the private employment agency has found suitable work for you but you refuse this offer, your rights to replacement employment will be cancelled *and* your rights to having your wages continued will also be cancelled.

Example:

- *Youssef has a phase C secondment contract as a security official. The assignment is terminated after two months. The private employment agency must now look for suitable work for Youssef. As long as the company has yet not found such work, the company must continue to pay his wages (see the heading Remuneration in phases B and C on page 9).*

### **Back to work**

If you are made available again in phase C, you are entitled to at least the same wages you receive if there is no work. For the amount of these wages, see the explanation under the heading *Wages for a new assignment in phase C* on page 9.

### **Terminating a secondment contract in phase C**

A secondment contract for an indefinite period can be terminated either by you or by the private employment agency on the next working day with due regard for the notice period in force. The private employment agency does need the permission of UWV WERKbedrijf (Employment Insurance Agency Implementing Company) or the subdistrict court must be asked for dissolution. The notice period is one month for either party, unless a different notice period has been included in the secondment contract. If a longer notice period has been agreed upon (a maximum of six months), this period is the same for either party.

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

### **Interruptions and their consequences in phase C**

If a hiatus in work of less than 26 weeks intervenes in phase C after your secondment contract is terminated, you return to the beginning of phase B. If such hiatus in work for your private employment agency lasts 26 weeks or longer, you return to the beginning of phase A.

#### **Interruption**

- Shorter than 26 weeks
- 26 weeks or longer

#### **Consequence**

- Back to the beginning of phase B
- Back to the beginning of phase A

## Remuneration

A remuneration arrangement has been included in the *CLA for Temporary Agency Workers*. The CLA states exactly how you must be ranked in a position group and how your hourly wage must be calculated.

After you have worked at one and the same user company for 26 weeks, the private employment agency is obliged to pay you in accordance with the remuneration accepted at the user company. This is called the user company remuneration. This remuneration must be applied mandatorily, regardless of the position you held. You can read exactly what the user company remuneration refers to under the heading *User company remuneration* on page 8.

A private employment agency may also opt to immediately apply the wages of the user company (the user company remuneration) in consultation with the temporary agency worker. All other temporary agency workers who do the same work at that user company are then also entitled to this user company remuneration from the first day they are made available. A different option may be chosen for temporary agency workers who do other work at the user company, but in that case this must involve serious differences, e.g. production work as opposed to administrative work.

## Professional employee remuneration

If you are a professional employee in the sector you work at the time, the user company remuneration can go into effect starting the first day of the assignment. In that case, the user company remuneration can always be applied from the first day on, since you already have certain diplomas. The user company's CLA describes whether you are a professional employee. Your private employment agency can tell you whether you are entitled to the user company remuneration from the first day onwards.

## Remuneration in accordance with the *CLA for Temporary Agency Workers*

Three matters are important for calculating the level of the salary:

- the position group;
- the salary table;
- the increases.

## The position group

Placement as a temporary agency worker can be in any of nine position groups. The positions are classified on the basis of formal decision rules. 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 position group in which you are classified.

## Salary tables

The salary tables list the hourly wages. The recruitment table or the standard table can be used. In most cases you are classified in the standard table, since you can only be classified in the recruitment table if you have no work experience and/or belong to one of the following groups:

- recent graduates;
- returners;
- re-integration target groups;
- long-term unemployed;
- holiday employees.

After you have worked a maximum of 52 weeks in the recruitment table, you must proceed to the standard table.

In all other cases, the standard table applies. This table consists of nine scales with an initial and final salary that correspond with the nine position groups. As a rule the tables are adapted every year. You can find the most recent version of the wage table in the CLA, which can be downloaded at [www.abu.nl](http://www.abu.nl).

### **Increases**

If you have been working for the same private employment agency for 52 weeks, you will receive an increase. The increase is a raise of 2.75 percent of your actual wages. If there was an interruption of 26 weeks or more, the count for the increase will start over. If you are remunerated in accordance with the user company remuneration when reaching the 52 weeks of work, no increase is paid at that time, since you are in that case entitled to the increase pursuant to the user company's system.

If you work according to the recruitment table and you worked 52 weeks for the same private employment agency, you will receive an increase and immediately be moved on to the standard table. At that time, your wages must be at least equal to the wages of the position group in the standard table in which you are classified.

### **User company remuneration**

If you have been working for one and the same user company for 26 weeks, your private employment agency must apply the user company's remuneration, as it applies to the permanent personnel in the user company's employment. The private employment agency may also opt to apply the user company remuneration from the first day you work at the user company. This must always be confirmed to you in writing. The user company remuneration will usually be higher than the remuneration of the *CLA for Temporary Agency Workers*, but it can also be lower sometimes.

When the user company remuneration is applied, your private employment agency will take over the following summarised wage components from the user company:

1. 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 work, transferred hours, irregularities (including holiday bonuses) and shift bonuses;
4. initial wage increases, level and time as stipulated at the user company;
5. expense reimbursement;
6. incremental increases (level and point in time as determined by the user company).

The user company remuneration is arranged via the *CLA for Temporary Agency Workers*, but the content of the remuneration components are not part of the CLA. For the exact description of the user company remuneration, see article 19 of the CLA.

If a hiatus in work for the user company of 26 weeks or more intervenes, the ABU-CLA may apply and the 26-week period before you are entitled to the user company remuneration will start anew. If you change user companies, your private employment agency may opt again for either the remuneration in the *CLA for Temporary Agency Workers* or for the user company remuneration.

### **Remuneration in phase A**

Your wages in phase A are set for each assignment.

### **Reserves**

If you are a temporary agency worker in phase A, you will only continue to receive payment for the hours you actually work, unless you have made a different, written agreement on this with your private employment agency. In addition, you accumulate reserves for every hour you worked while working in phase A on the basis of a agency work employment contract with an agency clause. You can see the amount of these reserves accrued on your wage slip. You are entitled to the reserves listed below:

- for holidays, 24 holidays per year;
- for holiday bonus, 8 percent of the actual wages as provided for by law;
- for short absence and extraordinary/special leave, 0.6 percent of your wages (read the CLA for which events/days are covered by this);
- for public holidays (unless your private employment agency has opted to continue payment during public holidays, which is often the case).

In articles 35 through 38 of the CLA you can read what is reserved and how and when this can be drawn on. Article 40 of the CLA states how the reserves are to be paid.

### **Remuneration in phases B and C**

As temporary agency worker in phases B and C, you are not only entitled to wages for hours worked, but also for the hours you do not work as long as the secondment contract is in force, for example if you are sick or if your private employment agency temporarily does not have any work for you. Furthermore, as a temporary agency worker in phase B or C you are entitled to have your wages continued to be paid during holidays, short absence, extraordinary leave and generally recognised public holidays. You can read in articles 35 through 38 of the CLA when and how often you qualify for this.

### **Wages while there is no work**

As long as the private employment agency has not offered any suitable replacement work and you cannot be held responsible for not working, you are entitled to have (part of) your wages continued to be paid if you are working on the basis of a secondment contract with mandatory continuation of your wages to be paid in phase A or a secondment contract in phase B or C.

When there is no work, you will receive the reversion wage. The reversion wage is 90 percent of the actual wages of your most recently terminated assignment and must of course be at least equal to the legal minimum wage.

### **Wages for the same employment contract but a new assignment in phase B**

If you receive a new assignment from the private employment agency during a current secondment contract in phase B, you sometimes will do the same work, but in many cases it will be different work. Entirely different wages often apply to this other work. In that case, you will at least receive the wages of your previous assignment in phase B.

### **Wages for a new employment contract and a new assignment in phase B**

If you receive a new employment contract in phase B, a new wage agreement will also be made with you. Your private employment agency will then place you in the corresponding scale. However, your private employment agency is not entirely at liberty to decide on these wages (as in phase A). In that case you will at a minimum receive the wages that you would receive if there were no work for you. You can see under the heading *Wages while there is no work* on this page exactly how these wages are calculated.

### **Wages for a new assignment in phase C**

A new assignment in phase C means that your wages will also be decided anew, based on the new work you will be doing. A lower limit also applies to these wages. You can see under the header *Wages while there is no work* exactly how these wages are calculated. If the new wages are lower than the wages for your previous assignment, you are entitled to a supplement to your wages up to 100 percent of your previous wages for the first thirteen weeks.

- *Fred has a phase C secondment contract and works as a welder. The assignment is terminated after two months. The private employment agency must now look for suitable work for Fred. As long as this has not been found, the private employment agency must continue to pay the rate adjustment wages. The private employment agency has work for Fred again after one month. If his wages are lower than in his position as a welder, Fred is entitled to a supplement to his wages to 100 percent of the previous wages for thirteen weeks. After those thirteen weeks, his wages must be at least equal to those he receives if there is no work. For the amount of these wages, see the explanation on page 9.*

### **Work slip**

Before you start working at the user company, you will receive a work slip from the private employment agency. At the end of each week, you must fill in the number of hours you worked on this work slip. You can also fill in the bonus and overtime hours on it. After you have truthfully filled in the work slip, you must



have it signed by the user company and hand it in to the private employment agency. This work slip is 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 passes on the number of hours you worked to the private employment agency. In that case, you are entitled to a copy of this work slip.

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

### **The pay slip**

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

- wages earned;
- gross hourly wages;
- the number of hours you worked;
- deductions from your wages.

Moreover, the pay slip states how much reserves you have accumulated over the most recently worked period, the total of reserves you have accumulated and how much of these reserves have not yet been drawn on. You can also see when the reserves will be paid to you automatically.

### **Illness**

If you become sick, you are obliged to report this to the private employment agency *and* the user company before 10:00 AM on the first day of illness. If you are not at your home address at that time, you must also give your nursing address at the time you report sick.

### **Phase A with agency clause**

If you become sick during an agency work employment contract with an agency clause in phase A, you are entitled to a benefit under the Sickness Benefits Act starting on the third day of illness. You are not entitled to continuation of your wage payment on the first day of illness. The second day of illness is compensated by a bonus on your wages. The benefit under the Sickness Benefits Act is 70 percent of your benefit income and can last no longer than two years. The payment is made by the Employee Insurance Agency. In addition to this, the private employment agency is obligated to supplement this sickness benefit to 91 percent of your benefit income during the first year you are sick, and up to 80 percent of your benefit income in the second year you are sick. The benefit income is decided by the Employee Insurance Agency and is your average wage during the period preceding the illness.

If you become ill, it will result in immediate termination of your assignment at the user company. If you wish to work again for the private employment agency after your illness (at the user company), a new agency work employment contract will be made.

### **Phase A, B and C secondment contract**

If you are working under a secondment contract, you are entitled to continuation of part of your wages when you are ill, starting on the second day you are sick. The private employment agency is obligated to continue payment of 91 percent of your wages during the first year you are ill, and 80 percent of your wages during the second year. The secondment contract will continue normally during the time you are sick and will only expire on the final date agreed upon.

### **Health insurance**

As a temporary agency worker of an ABU private work agency you can participate in a collective health insurance from Zilveren Kruis Achmea. Please contact your private employment agency for any further information concerning this insurance.



### **Successive employers**

The weeks you count in the phase system count per private employment agency. This means that if you have already accumulated rights at a private employment agency and then move to a different private employment agency, you will start the count anew there. The time accumulated in the phase system cannot be transferred from one private employment agency to another.

However, if you start working for the user company where you previously worked during the past thirteen weeks and you do the same work, there is a question of successive employment. The new employer must then include the hours you had already worked when determining your legal status.

### **Temporary agency workers in construction**

If you start working in construction, separate employment conditions apply in addition to the *CLA for Temporary Agency Workers*. A distinction is made between professional employees and beginners. You can read what supplementary employment conditions apply to you in article 21 and in section 8 through 17 in annex II of the CLA. There is also a separate brochure *Agency work in construction* that your private employment agency can download via [www.abu.nl](http://www.abu.nl).

### **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 *ABU CLA for Temporary Agency Workers*. Among other things, the special employment conditions discuss accommodation standards, safety, instruction and social counselling. You can read the details of these conditions in articles 44 and 45 of the *CLA for Temporary Agency Workers*.

### **Pension**

The pension will usually be arranged via StiPP. This is the Dutch abbreviation for the Personnel Agency Pension Fund Foundation. Different pension arrangements apply to phase A and phases B/C. You can find more information about the pension arrangements at [ww.stippensioen.nl](http://ww.stippensioen.nl). Of course your private employment agency can also tell you more about this.

### **Complaints and disputes**

If you have a dispute with your private employment agency concerning the explanation of the CLA, please first discuss this with the people in charge at your private employment agency office. These people will try to reach a solution with you. In most cases this will be sufficient. Should you unfortunately not resolve the matter with the private employment agency, there is the option of submitting your complaint to a special committee in which the unions and the ABU together will look for a solution to the problem: the Dispute Committee.

Either you or the private employment agency may ask the Dispute Committee for the Temporary Agency Sector to make a judgment in a case of a difference in opinion. This committee consists of an employee representative, an employer representative, a secretary and a chairman. Should you and the private employment agency decide in advance that both will comply with the Dispute Committee's decision, the judgment of this Committee will be binding, just as in case of the verdict by a regular court.

The party requesting the committee for a judgment must pay a EUR 49 registry fee.

The regulation of the Dispute Committee is available at the ABU. Correspondence to the Dispute Committee for Temporary Agency Sector can be addressed to Post Office Box 144, 1170 AC Badhoevedorp or emailed to [geschillen@abu.nl](mailto:geschillen@abu.nl).



### **Position Classification Committee**

If you do not agree with the classification of your position, you must report this to the intermediary who classified you in this position within six weeks after starting your temporary agency work. In that case, the intermediary must inform you in writing within six weeks as to the criteria on which he or she based the position classification. The letter will also state how you can lodge a written objection with the private employment agency management. Six week periods also apply to this objection and the response to it. You can appeal the decisions of the private employment agency management to the Position Classification Committee. 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 Post Office Box 144, 1170 AC Badhoevedorp or emailed to [functieclassificatie@abu.nl](mailto:functieclassificatie@abu.nl).

### **Conclusion**

This *2009-2014 Conclusion of the CLA for Temporary Agency Workers* 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 ask your union, if you are a member of one, or the intermediary of your private employment agency.

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