

Temporary employment contract - phases 1 and 2

Employer, the **employment agency**, which has its seat and offices in
.....at, represented by
.....

and

Employee, temporary worker:
Name :
Address :
Postcode + town :
Employee number :
Tax & social security no. (*sofinummer*) :
Born on : in
ID document (passport/identity card) number:
Work permit (where applicable) number:

hereby enter into a temporary employment contract for the term of the posting, subject to the following conditions.

The temporary employment agency will make the temporary worker available to the hirer named below. Pursuant to the instructions given by the hirer to the temporary employment agency, the temporary worker will work under the supervision and direction of the hirer as set out in Section 690 of Book 7 of the Netherlands Civil Code.

Name of hirer :
Address (street and town) :
Name of contact person and department :
Telephone number :
Start of posting :
Job description / nature of the work :
Working hours :
Working times :
Hourly pay :
Travelling expenses :
Other expense allowances :
Allowances/benefits/bonuses :

The temporary employment clause is applicable to this temporary employment contract. This means that the temporary employment contract ends by operation of law when the posting of the temporary worker with the hirer is terminated at the request of the hirer (Article 13 of the NBBU Collective Agreement). If the temporary worker is an alien who requires a work permit, this temporary employment contract will in any event end on the date on which the work permit expires.

Before signing this temporary employment contract, the temporary worker has provided correct and complete information about his/her employment history to the temporary employment agency in connection with the provisions governing successor employer status (Article 7 of the NBBU Collective Agreement).

As soon as the temporary worker meets the requirements for becoming a member of the pension plan, as set out in Article 31 NBBU Collective Agreement, he/she will join the Pension Fund for the Employment and Staffing Services Industry (STIPP, *Stichting pensioenfonds voor Personeelsdiensten*).

The NBBU Collective Agreement for Temporary Workers (as published on www.nbbu.nl, including the English, German and Polish translations) applies to this temporary employment contract. The temporary worker has taken note of this Collective Agreement. The temporary employment agency and the temporary worker are obliged to fulfil all obligations under this Collective Agreement.

The undersigned declare that they agree with the above and with what is stated on the back.
Date: Town:
Name of employer's authorised representative: Name of temporary worker:
Signature Signature

Article 1

This temporary employment contract - phases 1 and 2 will run for a period of 130 worked weeks. If this period has been completed and the temporary employment contract is continued or if a new temporary employment contract is entered into within 26 weeks, phase 3 will start.

Article 2

- A. The temporary worker declares that he/she is aware of the following facts:
- Only the temporary employment agency, not the hirer, is liable to pay wages to the temporary worker.
 - The temporary employment agency will reserve percentages of the hourly pay for brief absence/special leave, public holidays, holidays and holiday pay.
 - The temporary worker has been notified of the required professional qualifications.
 - All items made available to the temporary worker by the temporary employment agency or the hirer remain the property of the temporary employment agency or the hirer, as the case may be.
- B. If it transpires that the temporary worker has shown a false identity document, has not provided a correct tax and social security (sofi) number and/or has not submitted a correct wage tax declaration (loonbelastingverklaring), the 'anonymous person wage tax rate' (now 52%) will be applied, where applicable with retroactive effect. It should be noted that fraud of any kind is not tolerated and constitutes a ground for summary dismissal, without prejudice to the right of the employer to claim full compensation.
- C. The temporary worker also declares that he/she is aware of and agrees to the following:
- The temporary worker is required by law to carry health insurance in the Netherlands.
 - This temporary employment contract will end by operation of law if the hirer is no longer willing or able, for any reason whatever, to provide the temporary work or make use of 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.
 - Each request of the temporary worker to change job, working time and other terms and conditions of employment or working conditions will be assessed in the context of the tripartite relationship between temporary worker, temporary employment agency and hirer. This means that the temporary employment agency can meet such a request only if this does not prejudice the business interests of both the temporary employment agency and the hirer.
 - The temporary worker's posting with the hirer may also be terminated by the temporary employment agency if the temporary employment agency considers this to be necessary with a view to the business operations of the temporary employment agency and/or with a view to a good (anticipatory) human resources policy.
- D. The temporary worker has an obligation to the temporary employment agency:
- to carry a valid proof of identity during working time and, on request, to produce this for inspection by institutions and persons empowered by law;
 - to carry out the job to the best of his/her ability and to follow the instructions carefully and with due diligence;
 - not to disclose anything which comes to his/her attention in the course of the job and which he/she may reasonably suspect could harm the temporary employment agency or the hirer if it were to be disclosed;
 - to use appropriate equipment and/or wear appropriate work clothes when performing the work, if this is customary in the sector in which the hirer operates and/or a wish to this effect is made known;
 - to inform the temporary employment agency immediately if he/she enters into an employment contract or employment relationship with the hirer.

Article 3.

The temporary worker must observe the rules and instructions given in the interests of order, safety and health, as applicable to the staff of the hirer. The temporary worker has received a workplace risk assessment for this purpose and agrees with its contents.

Article 4.

1. In the event of sickness the temporary worker must notify both the hirer and the temporary employment agency immediately but in any event before 09.30 a.m.

2. The temporary worker authorises the agency that administers the insurance supplementing the benefit under the Sickness Benefits Act and UWV (Employee Insurance Schemes Implementing Body) to use the administrative records concerning his/her period(s) of sickness that are known to UWV in so far as the data concerned is necessary to administer the insurance supplementing the benefit under the Sickness Benefits Act (Article 25, Paragraph 1(a) of the NBBU Collective Agreement).

Article 5. Governing law and competent court

1. If the temporary worker has also been given a translation of this contract (and schedules), the Dutch text will prevail in the event of ambiguities, inconsistencies or disputes.
2. This employment contract is governed exclusively by the laws of the Netherlands.
3. The Dutch courts have exclusive jurisdiction in the event of disputes between the parties.