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## Are you working for a company that uses interim workers? This checklist is for you!

Use this checklist together with the brochure “SOS Interim workers - 20 questions, 20 answers” (2024 edition).

### IMPORTANT TO KNOW:

**The temporary employment agency is your official employer. The company using the interim work (“the user”) is your actual employer.** The user is responsible for the wellbeing, health and safety of interim workers during their work.

**Interim work is only allowed in very specific situations** (valid reason and subject to a maximum duration) and is one of the only matters requiring explicit approval from the trade union delegation. In the event of a strike, interim workers cannot be used!

**Equal pay for equal work!** Interim workers are entitled to the same salary and benefits as a “comparable” permanent employee in the same position. In practice, this is unfortunately rarely the case. As a trade union activist or delegate, you can make a real difference. Interim workers should not be excluded, either by means of a Collective Labour Agreement (CLA) or individually, from the benefits granted to permanent workers. The same applies, for example, to CLA No. 90 (non-recurring benefits linked to results).

### Successive One Day Contracts

**The use of Successive One Day Contracts is strictly regulated and is only allowed if the need for flexibility is demonstrated by quantified evidence.** If your company employs interim workers over long periods of time using Successive One Day Contracts, try to stop this, together with your fellow trade union members! This type of contract is a source of major insecurity. \*NEW\* Since 1 January 2023 > additional social contribution to be paid by the user as of 40 Successive One Day Contracts/quarter/interim worker - see CLA opinion no. 108/3.

### Social elections

Interim voting rights = 32 days of actual work(\*) between 1.11.23 and 31.01.24.  
(\* with or without a break, regardless of the number of hours worked per working day. Equivalent days do not count)

RULES AND PROCEDURES	SANCTION, COMMENT
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Signature of the contract</p> <p><b>To be signed no later than the date the interim worker starts:</b></p> <ul style="list-style-type: none"> <li>• a written contract;</li> <li>• or an electronic contract using an ID card reader and your PIN code;</li> <li>• or an electronic contract with a personal code that you have previously chosen.</li> <li>• Only the first 3 days of the first temporary contract with the same user constitute a trial period. However, the contract cannot be terminated unilaterally if the work has not yet started, not even during the trial period!</li> <li>• Note that more and more agencies work with a smartphone app – a promise or a confirmation of work/assignment is not an employment contract. Make sure that you sign an employment contract in addition to the confirmation or promise.</li> </ul> <p>See also p. 8-11 of the brochure “SOS Interim”.</p> <p><b>Non-poaching clause</b></p> <ul style="list-style-type: none"> <li>• A commercial agreement is concluded between the temporary employment agency and the user (the company where the interim worker actually works), which, as a delegate, you usually do not get to see. However, these contracts contain provisions that directly affect temporary workers and, when they contain a «non-poaching clause», this even limits their freedom as workers.</li> <li>• A “non-poaching clause” defines that the worker cannot enter into employment with the user (with a permanent contract) for a certain period of time unless the user compensates the agency with a substantial amount of money, which usually does not happen. That period is often (excessively) long.</li> <li>• Discuss it with your employer: it is often in the interests of both the worker and the user that these clauses are removed or reduced during commercial negotiations. As a delegate, you can play a role.</li> </ul>	<p><b>If the contract is signed too late or is not signed by the temporary employment agency &gt; permanent contract with the temporary employment agency</b> unless (cumulatively):</p> <ul style="list-style-type: none"> <li>• The declaration of the intention to work was made within the deadline;</li> <li>• The temporary employee received their employment contract before the start of their employment, but he/she did not sign it;</li> <li>• The interim worker has started to work;</li> <li>• The temporary employment agency has filed a Dimona declaration.</li> </ul>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Motif du contrat</p> <p><b>Replacement of a dismissed worker:</b></p> <ul style="list-style-type: none"> <li>• Requires approval from the trade union delegation (information to the Social Fund for companies without a trade union delegation);</li> <li>• 6 months + 6-month extension.</li> </ul> <p><b>Replacement of an absent worker (illness, time credit, maternity leave, educational leave, etc.):</b></p> <ul style="list-style-type: none"> <li>• The contract duration must correspond to the actual absence of the replaced worker;</li> <li>• The contract must end before the replaced worker returns;</li> <li>• Does not require approval from the trade union delegation.</li> </ul> <p><b>Temporary work overload:</b></p> <ul style="list-style-type: none"> <li>• Requires approval from the trade union delegation, maximum duration determined with the trade union delegation;</li> <li>• for companies without a trade union delegation: 6 months + 6-month extension (with obligation to report to the Social Fund - possible additional 6 month extension with approval of the Commission of Good Offices).</li> </ul> <p><b>Exceptional work:</b></p> <ul style="list-style-type: none"> <li>• Requires approval from the trade union delegation (information to the Social Fund for companies without trade union delegation) and maximum duration depending on the type of work &gt; check well.</li> </ul>	<p><b>The reason and date of the trade union’s approval (if required) must be written on the contract.</b></p> <p><b>In case of non-compliance &gt; open-ended contract with the user and severance pay;</b> the interim worker must continue to work for the user, since the temporary worker is considered to be in the user’s employment. Afterwards, the user will be put on notice for unauthorized interruption of work, and a compensation for breach of contract may be claimed.</p>

RULES AND PROCEDURES	SANCTION, COMMENT
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Reason for the contract</p> <p><b>Insertion:</b></p> <ul style="list-style-type: none"> <li>Objective: to hire interim workers, for an indefinite period of time and for the same position, after the end of their temporary employment;</li> <li>Maximum 3 interim workers per position (and 9 months in total);</li> <li>Minimum 1 week, maximum 6 months/interim worker;</li> <li>Unauthorized daily contracts;</li> <li>No obligation to hire, but the temporary worker is entitled to a report/explanation from the temp agency;</li> <li>Information and consultation with the trade union delegation (reason, function concerned, etc.);</li> <li>No approval required.</li> </ul>	<p><b>In case of non-compliance &gt; open-ended contract with the user and severance pay;</b> the interim worker must continue to work for the user, since the temporary worker is considered to be in the user's employment. Afterwards, the user will be put on notice for unauthorized interruption of work, and a compensation for breach of contract may be claimed.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Successive One Day Contracts</p> <p><b>Successive One-Day Contracts:</b></p> <ul style="list-style-type: none"> <li>Not allowed in the construction sector;</li> <li>Allowed only if numbers underscore the need for flexibility;</li> <li>Obligation to report every six months (number of Successive One Day Contracts and number of interim workers employed under those contracts + statistical justification of the need for flexibility) to the trade union delegation (to the Social Fund for companies without a trade union delegation);</li> <li>Obligation for an annual evaluation and consultation with the trade union delegation.</li> </ul>	<p><b>In case of non-compliance &gt; 2 weeks of salary</b></p> <p>*NEW* Since 1 January 2023 &gt; additional social contribution to be paid by the user as of 40 Successive One Day Contracts/ quarter/interim worker - see CLA opinion no. 108/3.</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Public holidays</p> <p><b>During the employment contract:</b></p> <ul style="list-style-type: none"> <li>Entitlement (without seniority requirement) to public holidays (and compensation days) that fall within the duration of the employment contract;</li> <li>Entitled to public holidays that fall between two contracts.</li> </ul>	<p><b>In case of non-compliance &gt; contact the ACV-CSC staff member who follows your company.</b></p> <p>If the problem is not resolved, we can file a complaint with the Commission of good offices (CP 322).</p>
<p style="writing-mode: vertical-rl; transform: rotate(180deg);">Public holidays</p> <p><b>After the employment contract:</b></p> <ul style="list-style-type: none"> <li>entitled to ONE public holiday (or compensation day) within 14 days of the end of the contract, in case of seniority of more than 14 days to 1 month;</li> <li>entitled to ALL public holidays (or compensation days) within 30 days of the end of the contract, in case of seniority of more than 1 month.</li> </ul>	<p><b>Check seniority:</b> the successive periods of employment must be added up, as long as there has not been an interruption of more than 7 calendar days.</p> <p><b>*Warning*:</b> If your seniority of more than one month is "cancelled" because of the summer holidays, contact the Interim United helpdesk. Vacation time is a right for interim workers as well. ACV-CSC wants to ensure that vacation periods do not cancel accumulated seniority and that rights are preserved!</p>

	RULES AND PROCEDURES	SANCTION, COMMENT
Illness	<p><b>Illness during the employment contract</b> (usually during a weekly contract):</p> <ul style="list-style-type: none"> <li>• notify the temporary employment agency immediately (+ certificate, see work regulations);</li> <li>• 100% guaranteed salary until the end of the current contract (from 1 month of seniority with the same temporary employment agency);</li> <li>• if the illness extends after the contract, supplement paid by the temporary employment agency for 30 days from the 1st day of guaranteed pay (min. 1 month of seniority with the same temporary employment agency and the same user);</li> <li>• Intervention from the Social Fund after the 1<sup>st</sup> months of illness (for a maximum of 3 months).</li> </ul> <p><b>Illness immediately following the end of the contract:</b></p> <ul style="list-style-type: none"> <li>• supplement paid by the temporary employment agency for 5 days (6 days in the 6-day working schedule) after the start of the disease, plus the payment by the mutual health fund (65 days of seniority with the same temporary employment agency and at the same user).</li> </ul> <p><b>No more sick note required for 1 day or for the 1<sup>st</sup> day of sick leave, also for interim workers!</b></p> <ul style="list-style-type: none"> <li>• Employees, including interim workers, no longer need to submit a sick note to their employer (in your case, the agency) for 1 day of sick leave. There is a maximum of 3 exempt days per calendar year (even if your employment was interrupted, without seniority condition).</li> </ul>	<p><b>In case of non-compliance</b> <b>&gt; contact the ACV-CSC staff member who follows your company.</b> If the problem is not resolved, we can file a complaint with the Commission of Good Offices (CP 322)</p> <p>As of 1 September 2022, the deadline for submitting a medical certificate cannot be less than 2 days!</p>
Uniforms and personal protective equipment (PPE)	<p><b>Users MUST make the PPE available free of charge, but sometimes the temp agency provides the PPE.</b></p> <p><b>Requiring a deposit for Issuing PPE or work clothes and deducting it from the salary is not permitted.</b></p>	
Sector Premiums interim worker	<p><b>Year-end bonus + trade union bonus:</b></p> <ul style="list-style-type: none"> <li>• 65 days worked as an agency worker (i.e. 494 hours) entitle you to an end-of-year bonus (8.33% of salary gross during the reference period);</li> <li>• 65 days worked and union member &gt; end of year bonus year + trade union bonus (2023 = 112 EUR).</li> </ul>	<p><b>Reach out to non-affiliated members as well too!</b></p> <ul style="list-style-type: none"> <li>• They can still join to receive a trade union bonus in addition to their year-end bonus;</li> <li>• Reference period: 01.07 &gt; 30.06</li> </ul>