



	RULES AND PROCEDURES	SANCTION, REMARK
Public holidays	<p>After the employment contract:</p> <ul style="list-style-type: none"> • right to ONE public holiday (or compensation day) which falls within 14 days after the end of the contract, in the event of seniority of more than 14 days to 1 month; • right to ALL public holidays (or compensation days) which fall within 30 days after the end of the contract, in the event of seniority of more than 1 month. 	<p>Check seniority: The periods of activity must be added together as long as there has not been an interruption of more than 7 calendar days.</p>
Sickness	<p>Sickness during the employment contract (often a weekly contract):</p> <ul style="list-style-type: none"> • immediately notify the temporary employment agency (+ certificate, see work regulations); • 100% salary guaranteed until the end of the current contract (from 1 month of seniority in the same temporary employment agency); • if the sickness is prolonged after the contract, supplement paid by the temporary employment agency for 30 days from the first day of guaranteed salary (minimum 1 month of seniority in the same temporary employment agency AND with the same user); • intervention by the Social Fund after the first month of sickness (for a maximum of 3 months). <p>Sickness immediately after the end of the contract:</p> <ul style="list-style-type: none"> • supplement paid by the temporary employment agency during 5 days (6 days in the 6-day scheme) after the beginning of the sickness, in addition to the intervention of the mutual insurance company (65 days' seniority in the same temporary employment agency AND with the same user). 	<p>In case of non-compliance > contact the ACV-CSC representative who follows your company. If the problem is not resolved, we can file a complaint with the Good Offices Commission (CP 322).</p>
Work clothing and personal protective equipment (PPE)	<p>The user MUST make the PPE available FREE OF CHARGE, but sometimes the temporary employment agency takes care of it. Prohibition to ask for a guarantee for PPE or work clothing.</p>	
Bonuses for the temporary work sector	<p>Year-end bonus + trade union bonus:</p> <ul style="list-style-type: none"> • 65 days worked as a temporary worker (i.e. 494 hours) give entitlement to an end-of-year bonus (8.33% of gross salary during the reference period); • 65 days worked and affiliated > end-of-year bonus + trade union bonus (2020 = 104 euros). 	<p>Contact also non-affiliates!</p> <ul style="list-style-type: none"> • they can still join to receive a trade union bonus in addition to their end-of-year premium; • reference period: 01.07 > 30.06

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Do you work in a company that uses temporary workers? Then this checklist is for you!

Use this checklist with the new **“SOS intérimaire - 20 questions, 20 réponses”** (2021 edition, available in Dutch and French).

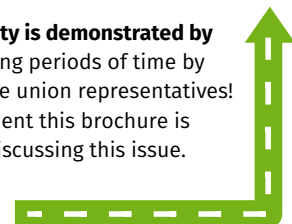
PLEASE NOTE:

The temporary employment agency is the official legal employer. The company using temporary agency work (“the user”) is the actual employer. The user gives orders and instructions to the temporary worker and is responsible for his or her well-being, health and safety during the assignment.

Temporary agency work is only allowed under very specific conditions (valid reason and respect of the maximum duration) and is one of the only subjects for which explicit authorisation from the trade union delegation is required (see checklist). In the event of a strike, it is forbidden to use temporary workers!

Equal work, equal pay! A temporary worker is entitled to the same salary as a “comparable” permanent worker who occupies the same position. In practice, unfortunately, this is rarely the case. As an activist or delegate, you can really make a difference.

Successive daily contracts are only allowed if the need for daily flexibility is demonstrated by quantified evidence. If your company occupies temporary workers for long periods of time by using successive daily contracts, try to remedy this with your fellow trade union representatives! This type of contract is a source of great (job) insecurity. **Note:** The moment this brochure is being printed (November 2020), our social partners will once again be discussing this issue. For the latest developments, visit our website www.csc-interim.be





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Contract signature	<p>To be signed no later than the date on which the temporary worker starts working:</p> <ul style="list-style-type: none"> • a written contract; • or an electronic contract using an ID card reader and your PIN code; • or an electronic contract using a personal code you have previously chosen. <p>For more information, read pp. 8-11 of the brochure “SOS <i>intérimaire</i>”</p>	<p>If the contract is signed too late or is not signed by the temporary employment agency > open-ended contract with the temporary employment agency unless (cumulatively):</p> <ul style="list-style-type: none"> • the declaration of intent to work was completed on time; • the temporary worker received his employment contract before the start of his employment but did not sign it; • the temporary worker has started working or has reported to the user; • the temporary employment agency made a Dimona declaration.
Reason for the contract	<p>Replacement of an absent worker (sickness, time credit, maternity leave, educational leave, etc.):</p> <ul style="list-style-type: none"> • the duration of the contract must correspond to the actual absence of the replaced worker; • the end of the contract must occur before the return of the replaced worker; • does not require the authorization of the trade union delegation (TUD). 	<p>The reason and the date of the TUD authorisation (if required) must be mentioned on te contract.</p> <p>In the event of non-compliance > permanent contract with the user and severance pay; for this, the temporary worker must continue to report to the user, since the temporary worker is considered to be in the user’s service. Then, the user will be given notice for unauthorized interruption of work, and a severance pay may be claimed.</p>
	<p>Replacement of a dismissed worker:</p> <ul style="list-style-type: none"> • requires the authorization of the TUD (information to the Social Fund for companies without TUD); • 6 months + 6-month extension. 	
	<p>Temporary additional work:</p> <ul style="list-style-type: none"> • requires the authorization of the TUD, maximum duration in consultation with the TUD; • for companies without TUD: 6 months + 6-month extension (with obligation to declare to the Social Fund) - possible additional extension of 6 months with the approval of the Good Offices Commission. 	
	<p>Exceptional work:</p> <ul style="list-style-type: none"> • requires the authorization of the TUD (information to the Social Fund for companies without TUD) and maximum duration according to the type of work > to be well controlled. 	



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Reason for the contract	<p>Insertion:</p> <ul style="list-style-type: none"> • objective: to hire temporary workers, for an permanent period and for the same function, after the end of their temporary work; • maximum 3 temporary workers per function (and 9 months in total); • minimum 1 week, maximum 6 months/temporary worker; • daily contracts are prohibited; • no obligation to hire, but the temporary worker is entitled to a report/explanation from the temporary employment agency; • information and consultation of the TUD (reason, function concerned, etc.); • aucune autorisation requise. 	<p>In the event of non-compliance > open-ended contract with the user and severance pay; for this, the temporary worker must continue to report to the user, since the temporary worker is considered to be in the user’s service. Then, the user will be given notice for unauthorized interruption of work, and a severance pay may be claimed.</p>
Successive daily contracts (SDC)	<p>Successive daily contracts:</p> <ul style="list-style-type: none"> • forbidden in the construction sector; • allowed only if figures can prove the need for daily flexibility; • obligation to provide information every six months (number of successive daily contracts and number of temporary workers employed with this type of contract + statistical justification of the need for flexibility) to the TUD (to the Social Fund for companies without TUD); • obligation to evaluate and consult annually with the TUD. 	<p>In case of non-compliance > 2 weeks’ salary</p> <p>Note: The moment this brochure is being printed (November 2020), our social partners will once again be discussing this issue. For the latest developments, visit our website www.csc-interim.be</p>
Public holidays	<p>During the employment contract:</p> <ul style="list-style-type: none"> • right (without seniority condition) to public holidays (and compensation days) that fall during the duration of the employment contract; • right to public holidays that fall between two contracts. 	<p>In case of non-compliance > contact the ACV-CSC representative who follows your company.</p> <p>If the problem is not resolved, we can file a complaint with the Good Offices Commission (CP 322).</p>