



Are you working for a company that uses interim workers?

This checklist is for you!

INTERIM
united

ACV-CSC

Use this checklist together with the brochure “SOS Interim workers - 20 questions, 20 answers”.
For the most recent measures, visit www.interimunited.be



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 and requires 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. Note: interim workers cannot be excluded, either by means of a Collective Labour Agreement (CLA) or individually, from the benefits granted to permanent workers.



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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. Avoid successive one day contracts (e.g. 2 or 3 contracts in a row): they obviously do not resolve the issue of precarious and unstable employment.



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To be negotiated within the workplace:

Choice of temporary employment agency/agencies: as a representative, have your say – make sure that the agency you choose complies with the legislation and regulations in force, that it does not apply excessively long non-poaching clauses, and give preference to contracts whose duration corresponds to the expected duration of the job, or at least monthly contracts. Successive weekly contracts, like successive daily contracts, are rarely justified!

Interim workers often feel that they are left alone. They do not always know what a trade union does or what it can do for them. It's important to show that we are there for them, as soon as they join ACV-CSC.

Signature of the contract

To be signed no later than the date the interim worker starts:

- a written contract;
- or an electronic contract using an ID card reader and your PIN code;
- or an electronic contract with a personal code that you have previously chosen.
- 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!

! *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 the worker signs an employment contract in addition to the confirmation or promise.*

See also p. 8-11 of the brochure “SOS Interim”.

Non-poaching clause

- 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.
- 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.
- 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.

If the contract is signed too late or is not signed by the temporary employment agency > permanent contract with the temporary employment agency unless (cumulatively):

- The temporary employee received their employment contract before the start of their employment, but he/she did not sign it;
- The interim worker has started to work;
- The temporary employment agency has filed a Dimona declaration.

! *Beware! Unfortunately, the ‘replacement’ motive is sometimes used to circumvent the requirement for prior agreement. Watch out, and ask for additional information (CLA 9, CLA 108, CLA22...) if you have any doubts.*

Motive of the contract

Replacement of a dismissed worker:

- Requires approval from the trade union delegation (information to the Social Fund for companies without a trade union delegation);
- 6 months + 6-month extension.

Replacement of an absent worker (illness, time credit, maternity leave, educational leave, etc.):

- The contract duration must correspond to the actual absence of the replaced worker;
- The contract must end before the replaced worker returns;
- Does not require approval from the trade union delegation.

Temporary work overload:

- Requires approval from the trade union delegation, maximum duration determined with the trade union delegation;
- 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.

Exceptional work:

- 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 > check well.

The reason and date of the trade union's approval (if required) must be written on the contract.

In case of non-compliance > open-ended contract with the user and severance pay; 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.

Rules and procedures

Sanction, comment

Reason for the contract

Insertion:

- Objective: to hire interim workers, for an indefinite period of time and for the same position, after the end of their temporary employment;
- Maximum 3 interim workers per position (and 9 months in total);
- Minimum 1 week, maximum 6 months/interim worker;
- Unauthorized daily contracts;
- No obligation to hire, but the temporary worker is entitled to a report/explanation from the temp agency;
- Information and consultation with the trade union delegation (reason, function concerned, etc.);
- No approval required.

In case of non-compliance > open-ended contract with the user and severance pay; 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.

Successive One Day Contracts

Successive One-Day Contracts:

- Not allowed in the construction sector;
- Allowed only if numbers underscore the need for flexibility;
- 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);
- Obligation for an annual evaluation and consultation with the trade union delegation.

! **Look out** for successive one day contracts (e.g. 2 or 3 contracts in a row): they obviously do not resolve the issue of precarious and unstable employment.

In case of non-compliance > 2 weeks of salary

Please note: Since 2023 > additional social contribution to be paid by the user as of 40 Successive One Day Contracts/quarter/interim worker - see CLA no. 108/3.

Paid holidays

During the employment contract:

- Entitlement (without seniority requirement) to public holidays (and compensation days) that fall within the duration of the employment contract;
- Entitled to public holidays that fall between two contracts.

After the employment contract:

- 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;
- 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.

In case of non-compliance > contact the ACV-CSC staff member who follows your company.

If the problem is not resolved, we can file a complaint with the Commission of good offices (CP 322).

Check seniority: the successive periods of employment must be added up, as long as there has not been an interruption of more than 7 calendar days.

! **Warning:** 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!

Illness

Illness during the employment contract

(usually during a weekly contract):

- notify the temporary employment agency immediately (+ certificate, see work regulations);
 - 100% guaranteed salary until the end of the current contract (from 1 month of seniority with the same temporary employment agency);
 - 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)
- (New: simple seniority condition: at least 1 month's seniority with the same temporary employment agency);
- Intervention from the Social Fund after the 1st months of illness (for a maximum of 3 months).

Illness immediately following the end of the contract:

- 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
- (New: simple seniority condition: 65 days with the same temporary employment agency)

No more sick note required for 1 day or for the 1st day of sick leave. This only applies for a couple times a year. Check our website to find out how many times.

- Employees, including interim workers, no longer need to provide a medical certificate for a single day of illness, up to a certain maximum number of times per year (even in the case of intermittent employment). Check the permitted number on the Interim United website. Please note: the temporary worker must immediately notify the temporary employment agency and, preferably, the user as well (see employment regulations).

In case of non-compliance > contact the ACV-CSC staff member who follows your company. If the problem is not resolved, we can file a complaint with the Commission of Good Offices (CP 322)

Please note, the deadline for submitting a medical certificate cannot be less than 2 days!

Uniforms and personal protective equipment (PPE)

Users MUST make the PPE available free of charge, but sometimes the temp agency provides the PPE.

Requiring a deposit for Issuing PPE or work clothes and deducting it from the salary is not permitted.

Sector Premiums interim worker**Year-end bonus + trade union bonus:**

- 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)*;
- 65 days worked + union member = end of year bonus + trade union bonus.

*You can find the most recent amount of the bonus on www.interimunited.be.

Reach out to non-affiliated members as well too!

- They can still join to receive a trade union bonus in addition to their year-end bonus;
- Reference period: 01.07 > 30.06