

**Section 16. Wage ratio rule**

- The wages and allowances of the flexi-worker will be equal to the wages and allowances allowed to the employer's employees who occupy a similar position. The wage ratio rule has been created to maintain calm in the labour market and is included in section 8 of the Placement of Personnel by Intermediaries Act (Waadl).
- The wage ratio rule includes the following emoluments:
  - wages determined by time;
  - the applicable reduction of working hours;
  - surcharges for overtime, shifted hours, irregularity (including public holiday allowance) and shift work;
  - initial wage increase(s);
  - periodic wage increases;
  - tax-free reimbursement of expenses: travelling expenses and other expenses required for the proper performance of the job.
- If the flexi-worker's wages and allowances cannot be determined by virtue of the wage ratio rule, because, for example, the employer does not employ any employees in a similar position, the wages and any allowances will then be determined in accordance with the agreements made between the flexi-worker and the client. In such an instance, the guiding principle for determining the wages will be: the flexi-worker's level of education and work experience and the responsibility and capacity required that are inherent to performance of the flexi-work.

**Section 17. Pension**

The Stichting Pensioenfonds voor Personeelsdiensten (StiPP) is responsible for the implementing the pension scheme for flexi-workers (temporary employees).

**Section 18. Training**

- Training is understood to mean any form of structured activity with the objective of the flexi-worker acquiring, maintaining, increasing or broadening his or her knowledge and/or skills. Training is not understood to mean the undertaking of productive labour in return for a reward (other than a fee) the principal intention of which is not to increase private knowledge and skills.

- A structured activity is understood to mean an activity that meets the following conditions:
  - every training session received will last for at least 3 hours;
  - a supervisor will be present during the training; if effective training is possible by means of an interactive system, supervision must be available, at least at a distance, such as in the form of a help desk, for example.
- Once the flexi-worker has been working for the employer for at least 52 weeks, the flexi-worker will indicate whether he or she requires any training.
- If the flexi-worker is offered training, the employer and flexi-worker will come to an agreement about this in writing, including in this agreement the aim and scope of the training.
- Training expenses as determined in this section will be at the expense of the employer.
- Training expenses are understood to mean:
  - the labour costs of flexi-workers who receive training during working hours (loss of income);
  - the running costs involved in the care or organisation of internal training, including any expenses for personnel personnel;
  - all other expenses, including expenses paid to training organisations, travelling and accommodation expenses and the reimbursement of studying costs.

**Section 19 Amicable settlement of disputes**

- In the event of an alleged failure to observe an obligation resulting from or, in the event of a difference of opinion, regarding the explanation or alleged incorrect application of any provision stated in this collective labour agreement, the party lodging the complaint will inform the other party against whom the complaint is being made about this in writing within two months of the incident.
- The parties will then enter into consultation in order to reach an amicable solution.

1 April 2007 up to and including 31 March 2012

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**Introduction**

the undersigned, to wit;

- the private company with limited liability: Tentoo Collective Freelance & Flex B.V., with its registered office at Oostenburgervoorstraat 162 in (1018 MR) Amsterdam, represented by Mr P den Ronden;
- and

- the labour union with full entitlement to rights: Landelijke Belangen Vereniging (LBV) with its statutory seat and registered office at Strevelsweg 700/612 in (3083 AS) Rotterdam, represented by Mrs M.A. Dolman (chairwoman) and Mr G. Johannes (secretary);

as party of the second part,

whereas:

- the company policy in particular will be focussed on the continuity and social security of the company, as well as the improvement of employment;
- the company policy will be focused on offering the flexi-worker as much flexibility as possible in the conclusion of the flexible employment contract and generating as large as possible a fee without loss of social security;
- in accordance with the provisions stated in this collective labour agreement, the company aims to achieve better operational management;
- the parties consider it desirable to conclude a customised collective labour agreement;

parties have concluded the following collective labour agreement.

Originally agreed upon on 16 April 2007 and altered in the interim on 1 October 2008.

**Section 1. Definitions**

In this collective labour agreement, the following is understood to mean:

- a. flexible employment contract: the employment contract according to which the flexi-worker, in the framework of the realisation of the profession or business of the employer, is seconded to a third party by the employer to carry out labour under the supervision and guidance of that third party by virtue of an assignment provided by this third party to that employer (section 7: Dutch Civil Code 690);
- b. employer: Tentoo Collective Freelance & Flex B.V. with its registered office in Amsterdam; the legal persons who second flexi-workers to clients, being the employer as intended in a, in the meaning of title 7:10 of the Dutch Civil Code;
- c. flexi-worker: the natural person who is registered with the employer and in fact enters into a flexible employment contract with the employer as intended in section 7:610 et seq. of the Dutch Civil Code, in particular within the meaning of section 7:690 et seq. of the Dutch Civil Code;
- d. flexi-work: the labour intended in a;
- e. client: the third party intended in a;
- f. Collective labour agreement (CAO): the present collective labour agreement;
- g. temporary employment proviso: the flexible employment contract will be legally terminated through the fact that the secondment of the flexi-worker by employer to the client is terminated at the request of the client (7:691, paragraph 2 of the Dutch Civil Code);
- h. Dutch Civil Code: the Dutch Civil Code;
- i. parties: the parties stated in the introduction.

**Section 2. Duration, extension and termination of the collective labour agreement**

- This collective labour agreement is entered into for a period of five years. This period will commence on 1 April 2007 and end on 31 March 2012.
- At the end of that period, this collective labour agreement can be terminated by both parties, observing a period of three months' notice. Termination must be carried out by registered letter.
- For as long as none of the parties proceeds to terminate this collective labour agreement, the collective labour agreement will be automatically renewed by one year from year to year.

**Section 3. Alteration(s) of the collective labour agreement before its expiration**

- The parties will accept in advance that special terms of employment or interim alteration(s) or supplementation(s), which may have been agreed upon after the signing of this collective labour agreement, will be attested to by the parties and included in this collective labour agreement.
- The parties will report the special terms of employment and attested alteration(s) and/or supplementation(s) included in this collective labour agreement to the Ministry of Social Affairs and Employment within the framework of the Wages Law.
- At least once a year, the parties will verify by mutual agreement whether interim alterations or supplementations are necessary and, if so, how these can be realised taking into account applicable rules and legislation.
- If a change of a general social and/or economic nature occurs in the Netherlands due to which parties cannot reasonably be considered bound by the provisions stated in this collective labour agreement, the parties will, before expiration of this agreement, enter into consultation about the changes to be made.

**Section 4. Scope**

This agreement applies to the employer as stated in section 1 under b of this collective labour agreement as well as to any flexi-workers registered with or in the employment of the employer.

**Section 5. Registration**

- Registration of a natural person as a flexi-worker is carried out by the employer.
- The registration will not oblige the employer to offer flexi-work.
- The flexi-worker will personally establish contact and arrange the agreement with the employer for whom he or she wishes to carry out flexi-work. The employer will explicitly not carry out any recruitment and selection of clients/third parties and flexi-workers. The working hours, fees and any reimbursement of travelling expenses for the work carried out by the flexi-worker will be agreed upon by mutual agreement between the client and flexi-worker and will be specified on the job sheet as intended in section 13 of this collective labour agreement.
- Regarding registration as a flexi-worker, the flexi-worker will declare having received the collective labour agreement, having read it and having fully and unconditionally accepted the collective labour agreement.
- In accordance with the provisions in or in accordance with the Registration of Personal Data Act (Wet Persoonsregistraties) and insofar as other legal regulations allow or so oblige, the employer will be allowed to register the personal particulars of the flexi-worker during the registration of the flexi-worker.

**Section 6. Employer liabilities**

- Before or during the registration of the flexi-worker, the employer will provide the flexi-worker with a copy of this collective labour agreement.
- The employer will see to it that no flexible employment contracts are entered into which depart from the terms of payment and/or terms of employment, in a negative sense, as stated in this collective labour agreement. Departures in a positive sense are allowed.
- For the duration and following termination of the flexible employment contract, the employer will be bound to strict secrecy concerning everything that has become known to him regarding the person and personal situation of the flexi-worker, the confidential nature of which is either known or could be reasonably assumed by the employer.
- In compliance with the SER (Socio-Economic Council) decree of 2000 for the Code of Conduct with regard to mergers and the code of conduct described therein, the employer, irrespective of the number of flexi-workers involved, will inform LBV in time and will enable LBV to report on the proposals in the event of intended mergers and reorganisations.
- LBV will be informed by the employer immediately of any application for a suspension of payments or of a filed application for bankruptcy.
- The employer will be held to act as a good employer towards the flexi-worker.

**Section 7. Flexi-worker liabilities**

- If the employer so requests, the flexi-worker/flexi-work will be obliged to provide the employer with information regarding his or her employment history prior to accepting the offered flexi-work.
- The flexi-worker will be obliged to do and/or refrain from everything that a good employee in similar circumstances might be expected to do and/or refrain from. At the least, this includes observing any regulations and following any reasonable orders and instructions.
- The flexi-worker will use, handle and care for any capital equipment wisely as a good employee and according to its purpose.
- The flexi-worker will be bound to absolute secrecy regarding any facts and particulars which may harm the interests of the employer/client for the duration of the flexible employment contract as well as following its termination. Any further provisions regarding secrecy with regard to documents of the employer/client or other provisions, regarding, for example, intellectual property rights included in the individual flexible employment contract, will remain fully applicable, even if these have been agreed upon directly between the client and flexi-worker.
- The flexi-worker will be obliged to act as a good employee towards the employer.
- The flexi-worker will have a duty towards the employer to carry out the agreed flexi-work under the supervision and guidance of the employer and to observe reasonable regulations of the employer and the client regarding the realisation of the flexi-work.

**Section 8. Flexible employment contract, conclusion and termination**

- A flexible employment contract will be considered to have been concluded on the basis of this collective labour agreement, unless explicitly agreed otherwise.
- Unless it has been stated otherwise in writing in the flexible employment agreement, the flexible employment contract will be considered concluded from the moment that the flexi-worker has actually started the agreed flexi-work.
- A flexible employment contract is concluded for a definite period of time, for a definite period and/or for the duration of a certain project, and/or for the duration of the secondment as intended in section 7:691 of the Dutch Civil Code.
- Unless agreed upon otherwise in writing, any work carried out by the flexi-worker in the employment of the employer will be considered to have been performed by virtue of a flexible employment contract in the sense of section 7:690 of the Dutch Civil Code to which the temporary employment proviso fully applies, this being the proviso as intended in section 7:691, paragraph 2 of the Dutch Civil Code and section 1 under g of this collective labour agreement. This means that any legal agreement - that is to say without termination being required - will be terminated as soon as the agreed duration lapses or as soon as the secondment is terminated at the request of the employer.
- In the event of disability, the flexible employment contract, including the temporary employment proviso as intended in section 7:691, paragraph 2 of the Dutch Civil Code, will be considered to have been immediately terminated at the request of the client immediately after this disability has been reported as intended in section 15, paragraph 1 of this collective labour agreement. Therefore, a flexi-worker's absence due to sickness (disability) will be considered by the client as termination of the contract as intended in the temporary employment proviso, resulting in the termination of the flexible employment contract.

**Section 9. Conclusion of a permanent contract and successive employership**

- From the day on which flexible employment contracts succeed one another by mutual agreement between the employer and flexi-worker, involving an interval of no more than three months, these having exceeded a period of 7 years, including any intervals in this, the most recently concluded flexible employment contract will apply for an indefinite period of time. This is in departure from the provisions stated in section 7:668a, paragraphs 1 to 4 inclusive of the Dutch Civil Code.
- The first paragraph of this section will apply from 1 October 2008. To avoid misunderstanding concerning the meaning or effect of the first paragraph regarding the period prior to 1 October 2008, the term in the first paragraph of this section will be reduced by 1 year for flexi-workers registered with the employer and paid prior to 1 October 2008, such that the term envisaged for them will be 6 years.
- The following will apply at all times with regard to flexible employment contracts; the flexible employment contract will be legally terminated if the employer's secondment of the flexi-worker to the client, as provided for in section 7:690 of the Dutch Civil Code, is terminated at the request of the client. With regard to that proviso - and in departure from section 7:691, paragraph 3 of the Dutch Civil Code - the proviso will continue to apply for the entire duration of any flexible employment contract between the employer and flexi-worker.

**Section 10. No flexi-work, no pay**

- In departure from the provisions stated in section 7:628, paragraphs 1 to 6 inclusive of the Dutch Civil Code, the flexi-worker will not be entitled to the salary determined on the basis of time if he or she has not carried out the agreed flexi-work, irrespective of any cause of such an inability to carry out the agreed flexi-work, including short absence (e.g. a doctor's appointment, voting in an election, family circumstances, paternity leave) and public holidays.
- The provisions stated in paragraph 1 of this section will not apply if the flexi-worker has been engaged to carry out specifically described flexi-work (specific in terms of location, date and starting time). In such an instance, the flexi-worker will be entitled to a minimum of 3 hours' pay unless a lower number of hours has been agreed upon in the flexible employment contract.

**Section 11. Holidays**

- For each year of full employment, the flexi-worker will be entitled to 160 holiday hours or a proportional share of this if a full year was not worked. Holidays are taken in the form of days off.
- In order to implement the provisions stated in paragraph 1 of this section, the employer will be obliged to grant holidays to flexi-workers with a valid claim for holidays, this being annually if so requested, such that the flexi-worker will not have to carry out any flexi-work throughout a period of three consecutive weeks or for the duration of three multiples of one week.
- The employer will be obliged to grant the other holidays, as stated in the first paragraph of this section, insofar as the flexi-worker's claim for such a day is valid.
- Any holidays that are not taken will be paid out following the termination of every flexible employment contract.

**Section 12. Holiday allowance**

- The flexi-worker is entitled to an 8% holiday allowance for pay received. Holiday allowance is calculated on the basis of the number of hours worked a year, including holidays and public holidays.
- Payment is normally carried out at the same time as every regular payment of the salary/holiday allowance or, at other times, for example once a year, by means of a written request on the part of the flexi-worker and in consultation with the employer.

**Section 13. Job sheet/assignment contract**

- The number of normal, surcharge and/or overtime hours that have been worked during an assignment/secondment will be entered on the job sheet/assignment contract provided to the flexi-worker at the end of each of the flexi-worker's assignments/secondments, and this will be presented to the client for his approval and signature. After signing, the job sheet will be delivered to the employer as soon as possible.

- If prior to the start of work for the client, or immediately prior to the start of an assignment or secondment, the flexi-worker has not received the employer's approval to carry out flexi-work for that particular client, the employer will be entitled to refrain from processing the job sheet for well-founded reasons. A well-founded reason can include the client's behaviour in respect of payment. The flexi-worker can prevent this by providing notification about (the payment behaviour of) the client immediately before carrying out the work.

**Section 14. Pay slip**

- The employer will provide a digital or written statement with each salary payment, specified in terms of gross and net salary, the number of hours worked and cumulative earnings.
- In addition, and if applicable, the pay slip will include a statement of the holiday allowance paid, holidays, surcharges or accumulated reserves regarding the period for which the pay slip has been issued.
- Furthermore, the pay slip will state the names of the employer and the flexi-worker as well as, if possible, the name of the client or the project name.
- Any deductions from the salary other than for tax or contributions purposes will be carried out only in consultation with and at the request of the flexi-worker and will be stated on the pay slip.

**Section 15. Disability and notification of recovery**

- The flexi-worker will report his or her disability to the employer and client as soon as possible on the first day of disability, and by no later than 10.00 am, stating his or her actual whereabouts. The flexi-worker will adopt the same approach when reporting his or her recovery.
- In the event of disability, benefits are paid by UWV (the Employed Persons' Insurance Schemes Agency). The first two days of disability will count as waiting days for which the flexi-worker will not receive continued payment of wages. After this period, benefit will amount to 70% of the current pay with a minimum claim for statutory minimum wages and a maximum claim for maximum daily wages.