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MEER DAN EEN VAKBOND

CLA for Temporary Agency Workers

1 January 2026 to 31 December 2028
version May 2026

This text has been translated with great care. In the event of any doubts or lack of clarity regarding the meaning of any terms, the Dutch text is decisive at all times.

ABU

CLA for Temporary Agency Workers

1 January 2026 to 31 December 2028
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THE UNDERSIGNED, BEING:

THE EMPLOYEES' ORGANISATION

LBV
Strevelsweg 700/612
3083 AS ROTTERDAM
www.lbv.nl

and

THE EMPLOYERS' ORGANISATION

Algemene Bond Uitzendondernemingen
Singaporestraat 74
1175 RA LIJNDEN
www.abu.nl

each party of the other part,

agree to enter into, effective 7 April 2025, the following collective labour agreement for temporary agency workers.

Chapter 1 General

Article 1 Scope

1. The CLA* (Collective Labour Agreement) applies, as of 1 January 2020, to the temporary agency contract, not being a payroll agreement as specified in Article 7:692 of the Netherlands Civil Code between temporary agency workers and private employment agencies, if and insofar as the sum of the private agency work wage and salary bill is at least 50% of that private employment agency's total annual wage and salary bill on which social security contributions are due, excluding dispensation on the grounds of Article 59 of the CLA.
2. This CLA does not apply to employers who are admitted as members to the Netherlands Association of Intermediary Organisations and Private Employment Agencies (NBBU)** or the Dutch Association of Secondment Agencies (VvDN)***. These members are listed on the websites of the NBBU and the VvDN.
3. This CLA does not apply to private employment agencies covered by the scope described in another sector's CLA, unless the private employment agency concerned meets the cumulative requirements stipulated in paragraph 4.
4. Notwithstanding the provisions of paragraph 3, this CLA shall continue to apply to private employment agencies that meet the following cumulative requirements:
   a. the business activities of the private employment agency consist entirely of assigning workers, as referred to in Article 7:690 of the Netherlands Civil Code; and
   b. the workers (temporary agency workers) of that employer are for at least 25 percent of the wage and salary bill, or at least of the relevant quantitative criterion (such as working hours) in the CLA concerned, involved in work carried out in some branch of business other than that described in the scope of that other CLA; and
   c. the employer assigns for at least 15% of the total annual wage and salary bill on which social security contributions are due based on temporary agency contract with agency clause as specified in Article 7:691, paragraph 2, of the Netherlands Civil Code, as further defined in Annex 1 to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretaries for Finance of 2 December 2005, Social Insurance Directorate, No. SV/F&W/05/96420, for the implementation of the Social Insurance Funding Act, as published in the *Staatscourant* (Government Gazette), number 242 of 13 December 2005. As of the effective date of this decree, the private employment agency shall have met this requirement if and to the extent that it has been established by the implementing body, and
   d. the private employment agency is not part of a group that is linked directly or through an order declaring the other CLA in question binding, and

e. the private employment agency is not a jointly agreed labour pool.

5. *Collective Labour Agreement for the Construction and Infrastructure Industry*
   a. The *Collective Labour Agreement for Temporary Agency Workers* does not apply to private employment agencies that provide workers to employers under the *Collective Labour Agreement for the Construction and Infrastructure Industry* for over 50% of their annual wage and salary bill.
   b. The private employment agency that is a member of the ABU or NBBU or has been granted an exemption from the Collective Labour Agreement for the Construction and Infrastructure Industry for which an order declaring it binding has been issued, shall, contrary to a. and in compliance with paragraph 1 of this article, be governed by this CLA.

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* *In the CLA, persons are consistently referred to in the masculine gender. This is purely a stylistic choice.*

** *NBBU members are subject to the NBBU CLA, which contains the same terms and conditions of employment as the ABU CLA.*

*** *VvDN members are subject to the VvDN CLA, which contains virtually the same terms and conditions of employment as the ABU CLA.*

Does the CLA apply to your agency? (schematic representation)

No rights can be derived from this chart.

Does your agency enter into temporary agency contracts (not including payroll agreements as defined in Article 7:692 of the Netherlands Civil Code) on an annual basis and does this represent at least 50% of the total wage and salary bill?

- NO → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- YES ↓

Are you a member of NBBU?

- YES → The NBBU CLA* applies to you.
- NO ↓

Has the Ministry of Social Affairs and Employment granted your agency an exemption from the Collective Labour Agreement (for Temporary Agency Workers) that has been declared binding on the entire industry?

- YES → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- NO ↓

Have the parties to the Collective Labour Agreement granted your agency an exemption from the Collective Labour Agreement (for Temporary Agency Workers) that has been declared binding on the entire industry?

- YES → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- NO ↓

Does your agency fall within the scope of another industry CLA?

- NO → The Collective Labour Agreement DOES apply to you
- YES ↓

Does your agency provide workers for the full 100% of its total wage and salary bill and does it not have any other business operations?

- NO → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- YES ↓

Does your agency provide at least 25% of workers to an industry other than the industry of the industry CLA that you indicated applies to your agency?

- NO → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- YES ↓

Does your agency provide workers for at least 15% of its total wage and salary bill based on temporary agency contracts with an agency clause?

- NO → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- YES ↓

Is your agency part of a group that is governed by the CLA you mentioned above?

- YES → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- NO ↓

Is your agency a jointly agreed labour pool?

- YES → The Collective Labour Agreement *(for Temporary Agency Workers)* does NOT apply to you.
- NO → The Collective Labour Agreement DOES apply to you

Article 2 Definitions

The following definitions apply in this CLA:

a. **parties to the CLA:** parties to the *Collective Labour Agreement for Temporary Agency Workers*, i.e. ABU and LBV;
b. **the CLA (Collective Labour Agreement):** this collective labour agreement, including all appendices;
c. **basic wage:** the periodic wage paid by the user company, excluding holiday allowance, bonuses, allowances, overtime, etc.;
d. **remuneration:** the total package of terms and conditions of employment applicable to the temporary agency worker under this CLA;
e. **customary wage:** the total wage, including the basic wage plus all wage elements and allowances that are paid on a structural basis and are intrinsically linked to the temporary agency worker's work. This does not include expense allowances or conditional wage elements (such as profit sharing).
f. **equivelant pay:** the equivalent terms and conditions of employment as referred to in Article 21 (Equivelant Pay) of this CLA;
g. **week worked:** every week during which temporary agency work has been performed, regardless of the number of hours worked. Weeks in which the temporary agency worker enjoys paid holiday are also taken into account, irrespective of the number of holiday hours taken;
h. **assignment:** the agreement between the user company and the private employment agency on the posting of a temporary agency worker to the user company;
i. **user company:** the party to which a temporary agency worker is made available by the private employment agency;
j. **written:** provided in writing or digitally by electronic means. If all information is provided through an electronic platform, the temporary agency worker must be able to download the documents made available on this platform. The temporary agency worker must be notified, with at least one month's notice, of the closure of this electronic platform or that the documents on the platform shall be removed;
k. **posting:** sending the temporary agency worker to work at the user company;
l. **agency clause:** the clause as specified in Article 7:691, paragraph 2, of the Netherlands Civil Code and Article 18, paragraph 1, of this CLA;
m. **temporary agency worker:** the natural person who enters into a temporary agency contract with the private employment agency;
n. **private employment agency:** the party that provides, i.e. assigns, a temporary agency worker to a user company;
o. **temporary agency contract:** the employment contract as defined in Article 7:690 of the Netherlands Civil Code, under which the temporary agency worker is made available by the private employment agency to the user company based on an assignment, so as to perform work under the user company's management and supervision;
p. **week:** the week begins on at 0:00 on Monday and ends at 24:00 on Sunday.

Article 3 Duration, renewal and termination, early termination/ amendments

1. The CLA is valid from 1 January 2026 to 31 December 2028.
2. If none of the parties to the CLA has given notice of termination by registered letter of the provisions of the CLA before the expiry date, these provisions shall be renewed for a term of one year.
3. The parties have agreed that they shall not terminate until the options for concluding a new CLA have been exhausted. Termination may take place without observing a notice period effective as from the end of the term. Following termination, this CLA shall be extended for the duration of one year and the parties shall use that year to assess how a new CLA may be concluded.

Article 4 Rights and obligations upon registration

1. When registering with the private employment agency, the candidate specifies whether or not he wants to be considered for work.
2. Registration obliges neither the private employment agency to offer temporary agency work nor the candidate to accept temporary agency work.
3. Upon registration, the candidate shall provide the requested details of his employment history. The requested details include information on training, work experience and competencies at previous user company/companies in connection with it being possible to scale him with the user company as referred to in Article 25.
4. If this information shows that the private employment agency could be considered to be a successive employer, as defined in Article 15, the candidate shall, at the private employment agency's request, provide details of any kind of transition allowance he has received, while the private employment agency shall be allowed to revoke its offer prior to the commencement of temporary agency work.

Article 5 Obligations of the private employment agency

1. The private employment agency rejects all forms of discrimination.
2. Prior to entering into the temporary agency contract, the private employment agency shall give the temporary agency worker a written copy of the CLA.*
3. The provisions of this CLA are, with the exception of Article 20a, so-called minimum provisions. Derogation from the CLA and the appendices is permitted only if it favours the temporary agency worker.
4. At the temporary agency worker’s request, the private employment agency shall provide a list of the number of temporary agency contracts entered into with the temporary agency worker and the commencement and termination dates thereof. This list shall also show which temporary agency work activities the temporary agency worker has performed and at what user company or user companies he has worked. These details shall be provided as long as the private employment agency is authorised to process this data under the

terms of the General Data Protection Regulation (GDPR).

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**The ABU CLA and NBBU CLA can be downloaded as an app.*

Article 6 Obligations of the temporary agency worker

1. The temporary agency worker performs his work pursuant to the temporary agency contract with the private employment agency under the user company's supervision and management.
2. The temporary agency worker must comply with reasonable regulations of the private employment agency and user company concerning the performance of the work.
3. If the temporary agency worker displays undesirable behaviour, fails to comply with procedures or reasonable instructions, the private employment agency may impose one or several of the following sanctions:
   a. warning;
   b. suspension, possibly without pay; and/or
   c. dismissal (with immediate effect if necessary).

Chapter 2 Legal position and flexibility

Article 7 Availability and exclusivity

1. The temporary agency worker is free to accept work elsewhere, unless the temporary agency worker has committed to working at the private employment agency and there is clarity on the day(s), (expected) times and dates, and (expected) working hours.
2. The temporary agency worker on a temporary agency contract that includes an obligation for the private employment agency to continue to pay wages (as specified in Article 39 of this CLA), may change his availability, as stated upon commencement of the temporary agency contract, in consultation with the private employment agency. In doing so, the amended availability must always be sufficient for the private employment agency to be able to assign the temporary agency worker for the agreed working hours that are subject to the obligation to continue to pay wages. The requested availability must be reasonable in proportion to the agreed working hours that are subject to the obligation to continue to pay wages, both in terms of the (number of) day(s), the time(s) and date(s), and the number of hours, and in terms of the spread thereof.

Article 8 Scheduling

If no fixed working hours have been agreed, the temporary agency worker shall be afforded the opportunity to indicate his availability in connection with scheduling. This availability is guiding during scheduling and can only be changed with the consent of the temporary agency worker. The temporary agency worker cannot be obliged to be available for more hours than can be reasonably justified on the basis of his agreed number of working hours.

Article 9 Call-up period and call-up rules

1. If a shorter call-up period than the statutory four days applies to the employee at the user company who performs the same (or equivalent) role as the temporary agency worker, the private employment agency may also apply this shorter period, provided that this period is not shorter than 24 hours.
2. If paragraph 1 is applied, the private employment agency shall notify the temporary agency worker accordingly.

Article 10 Quarterly, annual hour standard or standard for another period

1. If an annual or quarterly hour standard, or a standard over another period involving multiple pay intervals, applies to the employee at the user company who performs the same (or equivalent) role as the temporary agency worker, the private employment agency may also apply this standard to the temporary agency worker. This constitutes implementation of Article 11,

paragraph 2, of the Minimum Wage and Minimum Holiday Allowance Act.
2. If paragraph 1 is applied, the private employment agency shall notify the temporary agency worker accordingly.

Article 11 Time-for-time

1. The private employment agency may make use of the time-for-time arrangement in a comparable manner to the arrangement applied by the user company for its employee who performs the same (or equivalent) role as the temporary agency worker. This constitutes implementation of Article 13a, paragraph 3, of the Minimum Wage and Minimum Holiday Allowance Act. Any outstanding balance of surplus or deficit hours at the end of the assignment shall be settled after the assignment ends.
2. If paragraph 1 is applied, the private employment agency shall notify the temporary agency worker accordingly.

Article 12 Time registration

1. The private employment agency shall instruct the temporary agency worker on how to record hours worked. Time registration includes the number of normal, supplement, and overtime hours the temporary agency worker has worked, and these details are recorded in writing.
2. The time registration shall be truthful. The temporary agency worker has access to the original time records and shall, upon request, receive a copy thereof.
3. In the event of a dispute over time registration, the burden of proof shall be on the private employment agency.

Article 13 Entering into a temporary agency contract

1. In the temporary agency contract, the private employment agency and the temporary agency worker enter into written agreements about the job, working hours, payment, and the form of the temporary agency contract, as specified in paragraph 3, while observing this CLA.
2. The temporary agency contract shall take effect on the date and at the time that the temporary agency worker actually commences the agreed work, unless agreed otherwise in the temporary agency contract.
3. Two forms of temporary agency contract may be concluded:
   a. the temporary agency contract with agency clause;
      A temporary agency contract with agency clause may be concluded for a fixed term, the duration of the posting and no longer than until the end of phase A/1-2*.

   Effective 1 January 2028, subparagraph a. shall be replaced by the following:

   a. the temporary agency contract with agency clause;
      A temporary agency contract with agency clause may be concluded for a fixed term, for the duration of the posting and at most for the period

referred to in Article 7:691, paragraph 1 of the Netherlands Civil Code.

b. the temporary agency contract without agency clause:
A temporary agency contract without agency clause is entered into for a fixed term or as an open-ended contract. A fixed-term temporary agency contract without agency clause can be entered into for a fixed term or for the duration of a project with an objectively definable end date. A temporary agency contract without agency clause is also referred to as a secondment agreement.

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* *Where this CLA refers to phase A, B, and C, the private employment agency can also opt to use the designation 1-2 (for phase A), 3 (for phase B) and 4 (for phase C).*

This article shall apply until 1 January 2028.

Article 14 Legal position

Phase A - specific temporary agency workers labour contract

1. a. Temporary agency workers work in phase A for as long as they have not worked more than 52 weeks for the same private employment agency.
   b. Lapsed.
   c. The 52 weeks in phase A are continued to be counted (only weeks worked and paid holiday weeks count, in accordance with Article 2 under g) when there has not been a gap of over six months between two temporary agency contracts. In case of a gap of over six months, the count for phase A shall start over from zero.
   d. A temporary agency contract that follows a previous temporary agency contract with the same private employment agency and the same user company can only be entered into for a minimum term of four weeks.

Phase B - fixed term labour contract for agency workers

2. a. Temporary agency workers work in phase B as soon as the temporary agency contract is continued after completion of phase A* or if a new temporary agency contract is entered into with the same private employment agency within six months after completion of phase A.
   b. The duration of phase B shall be a maximum of three years, during which period six temporary agency contracts without agency clause may be concluded.
   c. In phase B, temporary agency workers are always employed on the basis of a fixed-term temporary agency contract without agency clause, unless an open-ended temporary agency contract without agency clause has been explicitly agreed.
   d. The three-year period and the six temporary agency contracts without an agency clause (as referred to under b.) shall be considered a continuous period if there is no gap of over six months between two temporary agency contracts. The gap period shall then count towards the four-year period. In case of a gap of over six months between two temporary

agency contracts, the count for phase A shall start over from zero.

Phase C - open-ended labour contract for agency workers

3. a. Temporary agency workers work in phase C as soon as the temporary agency contract without agency clause is continued after completion of phase B or if a new temporary agency contract is entered into with the same private employment agency within six months after completion of phase B.
   b. In phase C, temporary agency workers are always employed on the basis of an open-ended temporary agency contract without agency clause.
   c. If the temporary agency worker returns after termination of an open-ended temporary agency contract without agency clause and the gap between contracts has been six months or shorter, the temporary agency worker shall work under a phase C open-ended temporary agency contract. If the gap is over six months, the count for phase A shall start over from zero.
4. The count for the phases continues if the temporary agency worker is transferred to and takes up employment with another private employment agency within the same group, unless the new private employment agency is able to confirm based on the registration, application, or other evidence and circumstances that the move was made on the temporary agency worker's initiative. Group is defined as in Article 2:24b of the Netherlands Civil Code.
5. The temporary agency worker and the private employment agency may, in the temporary agency worker's favour, derogate from the phases system detailed in this article.

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* *The 53rd up to and including 78th weeks worked in phase A before 1 January 2023 do not count in phase B as regards duration and number of temporary agency contracts.*

Effective 1 January 2028, Article 14 shall be replaced by the following article:

Article 14 Legal position

1. In this Collective Labour Agreement, the legal status of the temporary agency worker is based on a phases system*. This phases system aligns with the law (Book 7, Title 10 of the Netherlands Civil Code), which governs the legal status of the temporary agency worker. The temporary agency worker and the private employment agency may, with regard to the worker's legal status, deviate from the phases system and the law in favour of the temporary agency worker.

Phase A - specific temporary agency workers labour contract

2. a. Phase A is the period preceding Article 7:668a of the Netherlands Civil Code, as referred to in Article 7:691, paragraph 8 of the Netherlands Civil Code. In accordance with Article 7:691, paragraph 1 of the Netherlands Civil Code, phase A lasts 52 weeks worked. For the period of 52 weeks worked, not only weeks worked are included, but also paid holiday weeks.
   b. In phase A, temporary agency workers are employed on the basis of a temporary agency contract for a fixed period with or without agency

clause.

c. The application of the agency clause and/or exclusion of the continued wage payment in accordance with Article 7:691, paragraphs 2 and 7 of the Netherlands Civil Code must be laid down in writing in the temporary agency contract.

d. A temporary agency contract that follows a previous temporary agency contract with the same private employment agency and the same user company can only be entered into for a minimum term of four weeks.

Phase B - fixed term labour contract for agency workers

3. a. Phase B is the period referred to in Article 7:668a and Article 7:691, paragraph 8 of the Netherlands Civil Code, during which the temporary agency worker is employed under a fixed-term temporary agency contract without an agency clause. Phase B has a duration of two years.**

   b. In accordance with Article 7:668a and Article 7:691, paragraph 8 of the Netherlands Civil Code, a maximum of six fixed-term temporary agency contracts may be concluded in phase B. The agency clause may not be applied in phase B.

Phase C - open-ended labour contract for agency workers

4. Phase C is the period during which the temporary agency worker is employed after phase B has been completed. In phase C, temporary agency workers are employed on the basis of an open-ended temporary agency contract without agency clause.

5. The count for the phases continues if the temporary agency worker is transferred to and takes up employment with another private employment agency within the same group, unless the new private employment agency is able to confirm based on the registration, application, or other evidence and circumstances that the move was made on the temporary agency worker's initiative. Group is defined as in Article 2:24b of the Netherlands Civil Code.

Interval

6. The statutory interval of 36 months, as referred to in Article 7:668a and Article 7:691 of the Netherlands Civil Code, applies, as does the shortened interval for the exceptional cases referred to in these articles.

Exception for temporary agency workers in vocational training pathways and for minor temporary agency workers

7. The temporary agency worker who:

   a. has entered into a temporary agency contract for a vocational training pathway as specified in Article 7.2.2 of the Adult and Vocational Education Act; or

   b. has entered into a temporary agency contract, has not yet reached the age of eighteen, and has an average working hours of no more than twelve hours per week;

   continues, contrary to paragraph 2, to be employed in phase A, and the duration of phase A is extended for as long as the temporary agency worker

falls under subparagraph a or b of this article. In this case, the agency clause and the exclusion of the continued wage payment may only be declared applicable during the first 52 weeks of phase A.

8. Once the temporary agency worker no longer falls under paragraph 7, subparagraph a or b, the following applies:
   a. if the number of weeks worked in phase A at that point is less than 52, the count for phase A shall be continued.
   b. if the number of weeks worked in phase A at that point is 52 or more, the temporary agency worker shall start at the beginning of phase B.
9. If the temporary agency worker, at the time of working in phase B, falls under paragraph 7, subparagraph a or b, the count for phase B as referred to in paragraph 3, under a and b, shall be suspended. The count in phase B shall resume once the temporary agency worker no longer falls under paragraph 7, subparagraph a or b.

Exception for temporary agency workers entitled to state pension

10. Temporary agency workers entitled to state pension are those who reach or have reached pensionable age.
11. Contrary to paragraph 3, phase B lasts four years for temporary agency workers entitled to state pension, during which a maximum of six fixed-term temporary agency contracts may be concluded.
12. If the temporary agency contract has been terminated by operation of law on the account of the temporary agency worker reaching state pension age and the temporary agency worker who is entitled to a state pension starts to work for the private employment agency within 36 months after termination of the contract, this temporary agency worker's legal position shall be determined as follows.
    a. If the temporary agency worker who is entitled to a state pension was in phase A, the count for phase A shall be continued.
    b. If the temporary agency worker who is entitled to a state pension was employed in phase B or C, he shall start over in phase B and the count for phase B shall start over.
13. If it concerns successive employership and the temporary agency worker entitled to state pension continues his work through the private employment agency, his legal position shall be determined as follows:
    a. If the temporary agency worker entitled to state pension has not built up a relevant employment history after reaching the state pension age, he shall start at the beginning of phase A.
    b. If the relevant employment history built up by the temporary agency worker entitled to state pension after reaching the state pension age amounts to fewer than 52 weeks worked, this employment history shall be incorporated into phase A, after which the count within phase A shall continue.
    c. If the relevant employment history built up by the temporary agency

worker entitled to state pension after reaching the state pension age amounts to 52 or more weeks worked, he shall start at the beginning of phase B.

The definition of relevant employment history is set out in Article 15, paragraph 1 (successive employership).

Statutory transitional law

Interval

14. The six-month interruption period applicable prior to the entry into force of this article remains in effect for temporary agency contracts concluded before that date. For temporary agency contracts concluded on or after the date of entry into force of this article, the new interval as referred to in paragraph 6 of this article shall apply. All of the above in accordance with statutory transitional law.***

Phase B - fixed term labour contract for agency workers

15. a. For fixed-term temporary agency contracts in phase B concluded before the date of entry into force of this article, the three-year period applicable prior to that date shall continue to apply to phase B.
    b. The temporary agency contract for a fixed term shall in this case end by operation of law on the agreed end date, unless the term of three years is exceeded before that moment. In such cases, the temporary agency worker shall move to phase C by operation of law.
    c. If a new temporary agency contract is concluded after the contract referred to under a, the transitional provisions shall no longer apply to it.

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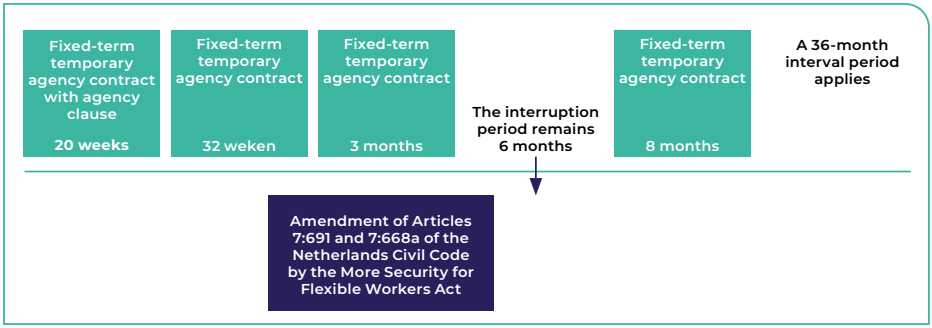
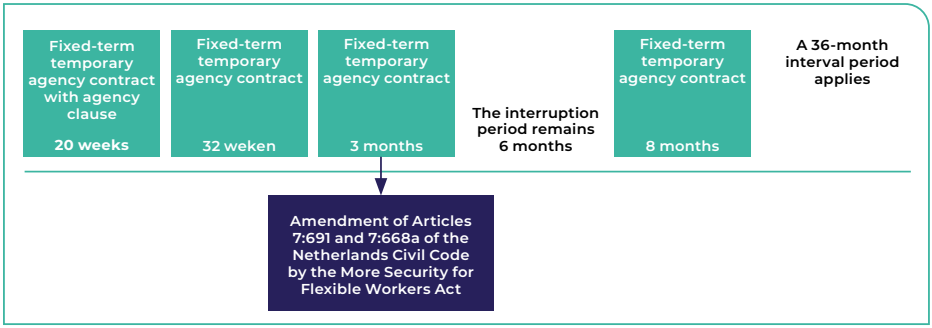
* *Where this CLA refers to phase A, B, and C, the private employment agency can also opt to use the designation 1-2 (for phase A), 3 (for phase B) and 4 (for phase C).*

** *The 53rd up to and including 78th weeks worked in phase A before 1 January 2023 do not count in phase B as regards duration and number of temporary agency contracts.*

*** *Schematic representation of the transitional provisions relating to the interval period:*

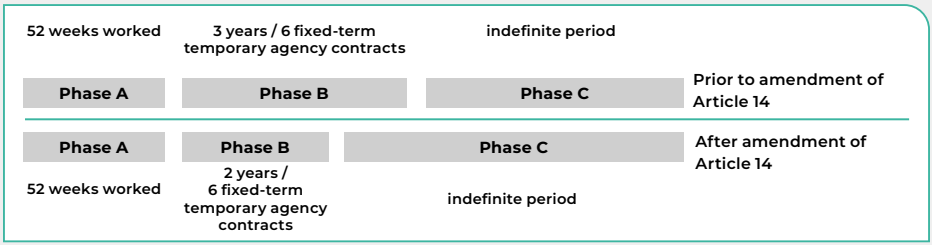




Explanation of the phases system

The legal framework governing the employment status of temporary agency workers, the phases system, is being restricted. The system comprises three phases (A, B and C) and, prior to the entry into force of this article, the private employment agency could post temporary agency workers for up to four years before an open-ended employment contract between the temporary agency worker and the private employment agency would arise. This period is now reduced to three years, with:

- *phase A lasting 52 weeks worked;*
- *phase B lasting for a period of two years; and*
- *phase C being the phase in which the temporary agency worker is employed on a permanent basis.*



Phase A - specific temporary agency workers labour contract
Phase A corresponds to the period specified in Article 7:691 of the Netherlands Civil Code. Phase A precedes the statutory rules on the succession of fixed-term employment contracts. Phase A lasts 52 weeks worked. This means that only the weeks actually worked count towards completing phase A. This count continues as long as there has been no interruption exceeding 36 months. Interruption periods do not count towards this period.

Because the count is based on weeks actually worked, phase A may last longer than 52 weeks. However, if work is performed continuously, phase A lasts 52 weeks. For the period of 52 weeks worked, not only weeks worked are included, but also paid holiday weeks.

In phase A, an unlimited number of temporary agency contracts may be concluded, and the temporary agency clause may be applied. The exclusion of the continued wage payment may also be agreed.

The agency clause is an agreement between the private employment agency and the temporary agency worker, under which the temporary agency contract terminates by operation of law (i.e. automatically) when the assignment on the basis of which the temporary agency worker is posted with the user company comes to an end.

Under the exclusion of continued wage payment obligation, the temporary agency worker is entitled to remuneration solely for hours during which work is actually performed. The 'no work, no pay' rule applies for any hours not worked.

Where temporary agency contracts succeed one another within a one-month period and the temporary agency worker remains assigned to the same user company, the subsequent temporary agency contract must have a minimum term of four weeks.

Example:
The temporary agency worker starts phase A with a fixed-term temporary agency contract for two weeks. The user company is highly satisfied with the temporary agency worker and wishes to retain his services. The subsequent temporary agency contract must now be concluded for a minimum term of four weeks.

Phase B - fixed term labour contract for agency workers
Phase B concerns the succession of fixed-term employment contracts as governed by Article 7:668a of the Netherlands Civil Code and Article 7:691,

paragraph 8 of the Netherlands Civil Code. The succession of fixed-term employment contracts normally spans a period of three years, during which up to three fixed-term contracts may be concluded. A statutory limitation applies to temporary agency work. For temporary agency work, the succession of fixed-term employment contracts is limited to two years, within which a maximum of six fixed-term contracts may be concluded. The count for phase B continues unless there has been an interruption of more than 36 months. Any interruption of 36 months or less is counted towards the phase B duration.

Example:
The temporary agency worker's initial contract in phase B was a fixed-term temporary agency contract for six months. The temporary agency worker spends two years working elsewhere. The temporary agency worker then returns and resumes work for the private employment agency. The temporary agency worker now enters phase C. The reason therefore is that the two-year interruption is counted towards the maximum duration of phase B, thereby exceeding the phase B limit.

Phase C – open-ended labour contract for agency workers
Phase C is the stage in which the temporary agency worker is employed under an open-ended temporary agency contract.

An exception to the 36-month interruption rule applies to school going temporary agency workers (aged 18 or older) or who are students and who work an average of no more than twelve hours per week. For them, the interruption period is six months.

Exceptions
The statutory exceptions to the succession of fixed-term employment contracts also apply to the temporary agency worker and the private employment agency. This has the following consequences: For minor temporary agency workers with a temporary agency contract who work an average of no more than twelve hours per week, the succession rule does not apply to that temporary agency contract. These temporary agency workers therefore remain in phase A for as long as they have a temporary agency contract, are minors, and work no more than twelve hours per week. As a result, phase A may last longer than 52 weeks worked. The agency clause and the exclusion of the continued wage payment may only be declared applicable during the first 52 weeks worked in phase A. After that, they no longer apply.

This also applies to temporary agency workers who have entered into a temporary agency contract for a vocational training pathway as specified in Article 7.2.2 of the Adult and Vocational Education Act.

If the minor temporary agency worker is in phase B and works for a maximum of twelve hours per week, or if the temporary agency worker begins a vocational training pathway while in phase B, the phase B count for the temporary agency contract under which the temporary agency worker is employed shall be suspended from that moment.

For temporary agency workers who have reached state pension age, the rules on succession of fixed-term employment contracts apply for a period of four years. This means that for this temporary agency worker, phase B shall last four years instead of two. Within this period, a maximum of six fixed-term temporary agency contracts may be concluded.

If the temporary agency contract ends because the temporary agency worker reaches state pension age, and the temporary agency worker returns to the private employment agency within 36 months:

- *the count for phase A shall be continued if the temporary agency worker was previously in phase A; or*
- *the temporary agency worker starts at the beginning of phase B and the phase B count shall start over if the temporary agency worker was previously in phase B or C;*

If it concerns successive employership and the temporary agency worker entitled to state pension continues his work through the private employment agency:

- *the temporary agency worker entitled to state pension shall start at the beginning of phase A if no relevant employment history has been built up after reaching state pension age;*
- *the temporary agency worker's relevant employment history of less than 52 weeks worked shall be incorporated into phase A; or*
- *the temporary agency worker shall start at the beginning of phase B if the relevant employment history built up amounts to 52 or more weeks worked.*

The meaning of relevant employment history can be found in Article 15, paragraph 1 (successive employership).

This article shall apply until 1 January 2028.

Article 15 Successive employership

1. Successive employership is concerned when the temporary agency worker has worked successively - within a period of six months - in the service of different employers, each of which must reasonably be deemed to be the successor to the previous employer in terms of the work that was performed.
2. In determining the temporary agency worker's legal position, the relevant employment history that was built up while the temporary agency worker worked for his previous employer(s) shall be incorporated into the phases system.
   Relevant employment history is defined as the number of weeks / the period during which the temporary agency worker has, based on criteria of reasonableness, been performing practically the same work. The count of weeks/ periods worked and employment and/or temporary agency contracts starts at the beginning of phase A.
3. If the temporary agency worker is transferred to another private employment agency to be able to continue working for the same user company, the temporary agency worker's legal position shall, in derogation of paragraph 2, be at least the same as his legal position at the previous private employment agency. The new private employment agency shall, when the temporary agency worker is transferred, establish the remuneration as per the previous classification, while factoring in the previously awarded and/or yet to be awarded increments.
4. If the temporary agency worker worked for the previous employer(s) under an open-ended employment contract and/or temporary agency contract, which has been terminated in a legally valid manner, the temporary agency worker's legal position shall in case of successive employership be determined as follows:
   - if the temporary agency worker's relevant employment history covers under 52 weeks worked, the relevant employment history shall be incorporated into phase A;
   - if the temporary agency worker's relevant employment history extends to over 52 weeks worked, the temporary agency worker shall start at the beginning of phase B;

   Termination in a legally valid manner is defined as:
   - cancellation of the employment contract by the (previous) employer with the permission of the Public Employment Services;
   - immediate cancellation by the (previous) employer on account of an urgent cause;
   - dissolution of the employment contract by the court;
   - termination by the (previous) employer during the probationary period;
   - termination of the employment contract on grounds of a clause to that effect or by cancellation on grounds of the temporary agency worker

reaching retirement age;
- termination by the receiver in the sense of Article 40 of the Bankruptcy Act.

For the purpose of this paragraph, the following are not considered valid termination:
- termination by mutual consent; or
- termination by the temporary agency worker.

5. There is no question of successive employership if applicability thereof is not provided for because the temporary agency worker willingly or otherwise imputably submitted incorrect or incomplete information as specified in Article 4, paragraph 3.

Effective 1 January 2028, Article 15 shall be replaced by the following article.

Article 15 Successive employership

1. In determining the legal position of the temporary agency worker in the case of successive employership, the relevant employment history built up while the temporary agency worker worked for his previous employer(s) shall be incorporated into the phases system. Relevant employment history is defined as the number of weeks / the period during which the temporary agency worker has, based on criteria of reasonableness, been performing practically the same work. The count of weeks/periods worked and employment and/or temporary agency contracts starts at the beginning of phase A.
2. If the temporary agency worker is (virtually) consecutively transferred to another private employment agency to be able to continue working for the same user company, the temporary agency worker's legal position shall, in derogation of paragraph 1, be at least the same as his legal position at the previous private employment agency. At the time of transfer, the new private employment agency determines the remuneration based on the temporary agency worker's previous classification. The previously awarded and/or yet to be awarded periodic increments shall also be taken into account.
3. If the temporary agency worker worked for the previous employer(s) under an open-ended employment contract and/or temporary agency contract, which has been terminated in a legally valid manner, the temporary agency worker's legal position shall in case of successive employership be determined by incorporating the temporary agency worker's relevant employment history into the phase system.
   - if the temporary agency worker's relevant employment history covers under 52 weeks worked, the relevant employment history shall be incorporated into phase A;
   - if the temporary agency worker's relevant employment history extends to over 52 weeks worked, the portion of the relevant employment history that goes beyond the 52 weeks worked shall be incorporated starting from the beginning of phase B. The relevant employment history incorporated into phase B shall be regarded as a single contract for the purpose

of counting the number of contracts in phase B.

Termination in a legally valid manner is defined as:

- cancellation of the employment contract by the (previous) employer with the permission of the Public Employment Services;
- immediate cancellation by the (previous) employer on account of an urgent cause;
- dissolution of the employment contract by the court;
- termination by the (previous) employer during the probationary period;
- termination of the employment contract on grounds of a clause to that effect or by cancellation on grounds of the temporary agency worker reaching retirement age;
- termination by the receiver in the sense of Article 40 of the Bankruptcy Act.

For the purpose of this paragraph, the following are not considered valid termination:

- termination by mutual consent; or
- termination by the temporary agency worker.

4. There is no question of successive employership if applicability thereof is not provided for because the temporary agency worker willingly or otherwise imputably submitted incorrect or incomplete information as specified in Article 4, paragraph 3.

Article 16 Probationary period

1. A probationary period clause can only be included in a fixed-term temporary agency contract without agency clause if it is a contract for over six months. This is subject to legal terms.
2. If, after an interruption of one year or less, a subsequent fixed-term temporary agency contract without an agency clause is entered into, a probationary period clause cannot be included again. A probationary period can, however, be agreed upon again if the work to be performed under the new contract clearly requires different skills or clearly involves different responsibilities.

Article 17 Working hours and working time

1. The private employment agency and the temporary agency worker agree on the number of hours the temporary agency work shall work per day/week/period.
2. The temporary agency worker's working, break, and rest time as specified in the Working Hours Act shall be the same as at the user company.
3. In consultation with the user company and the private employment agency, the temporary agency worker shall be allowed to have different working hours and/or working time than is customary at the user company, without prejudice to the equivalent pay provisions set out in Articles 21 and 22. This can be agreed upon commencement of the temporary agency contract or during the term of the temporary agency contract.

4. This is on the condition that:
   a. the deviation does not lead to the user company exceeding the limits of what is allowed under the law and/or CLA (insofar as the CLA's rules are more relaxed);
   b. the temporary agency worker's break and rest time do not end up becoming shorter than that of the user company's other staff.

Article 18 Ending of a temporary agency contract

Ending of a temporary agency contract with agency clause

1. The temporary agency contract with agency clause shall end by operation of law:
   a. as soon as the end date agreed in the temporary agency contract is reached;
   b. at the end of phase A;
   c. when the temporary agency worker's posting with the user company by the private employment agency ends;
      - at the request of the user company, because the user company is no longer willing or able to hire the temporary agency worker. Posting shall not end during the temporary agency worker's incapacity for work, which means that the temporary agency contract shall not end either;
      - because the temporary agency worker, for whatever reason, is no longer able or willing to perform the agreed work, unless the temporary agency worker does not perform the agreed work as a result of incapacity for work.

   The temporary agency contract does end during the temporary agency worker's incapacity for work as soon as the end date agreed in the temporary agency contract is reached (point a).
2. If the posting extended to over 26 weeks worked, the private employment agency shall, upon termination of the temporary agency contract by invoking the agency clause, be under an obligation to give the temporary agency worker, including in the event of incapacity for work, notice of termination at least ten calendar days before termination of the contract by operation of law. If the private employment agency fails to observe the notice period, the private employment agency shall be liable to pay the temporary agency worker compensation equalling the basic wage that the temporary agency worker would have earned over the notice period that the private employment agency has failed to observe, Unless the private employment agency offers the temporary agency worker suitable work during that period, as specified in Article 43.
3. Temporary agency workers must submit a request to terminate their temporary agency contract with agency clause to the private employment agency at least one working day in advance.

Temporary agency contract without agency clause

4. A fixed-term temporary agency contract without agency clause can always be terminated early by the temporary agency worker and the private employment agency as of the next working day, under observance of the statutory notice period*, unless this has specifically been excluded in the temporary agency contract in writing. If the term of the temporary agency contract is shorter than the statutory notice period, early termination shall not be possible under any circumstances.
5. In derogation of paragraph 4, the temporary agency worker can terminate the temporary agency contract without agency clause with immediate effect when the private employment agency relies on exclusion of continued wage payment, as specified in Article 39, paragraph 1.
6. A temporary agency contract for an indefinite period without agency clause can be terminated as of the next working day under observance of the statutory notice period.

Reaching state pension age pursuant to the General Old Age Pensions Act (AOW)

7. The temporary agency contract ends by operation of law on the day on which the temporary agency worker reaches the statutory retirement age, unless specifically agreed otherwise in the temporary agency contract.

Transition payment

8. The following applies with regard to the transition payment.
   a. If and to the extent that the temporary agency worker is entitled to a transition payment pursuant to Article 7:673 of the Netherlands Civil Code, and the private employment agency has not paid this transition payment or has paid it only partially, then the temporary agency worker may claim payment of the transition payment. He must do so within twelve months of the day on which the temporary agency contract ended.
   b. If the temporary agency worker is confronted within that twelve-month period with the statutory limitation period of three months (Article 7:686a, paragraph 4 of the Netherlands Civil Code), then the temporary agency worker shall be entitled, up to twelve months after the day on which the temporary agency contract ended, to compensation equivelant to the amount of the transition payment to which he would have been entitled had he submitted his claim within the statutory limitation period.

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** As specified in Article 7:672 of the Netherlands Civil Code.*

Chapter 3 Getting to work

Article 19 Responsibilities of the private employment agency

1. The private employment agency shall agree with the user company that the latter shall treat the temporary agency worker in the same way that it treats his own employees and that the user company shall take appropriate measures with respect to legal requirements in the area of health, safety, and well-being.
2. Before the commencement of the work for the user company, the private employment agency is obliged to inform the temporary agency worker of any (professional) qualifications that are required for the work and of any safety risks the work may involve and how to deal with them.

Article 20 Entitlement to tools

The private employment agency agrees with the user company that job-related tools shall be provided to the temporary agency worker by on or behalf of the user company, subject to the same conditions that apply to the user company's own employees, if these arerequired for the performance of the activities at the user company (e.g. for safe and healthy work).

Chapter 4 Remuneration

Article 20a Entry into force of the chapter on remuneration

1. This chapter replaces Chapters 4, 5 and 6 of the previous *Collective Labour Agreement for Temporary Agency Workers*. The previous *Collective Labour Agreement for Temporary Agency Workers* refers to the agreement that entered into force on 1 April 2024 and was extended on 7 January 2025 and received under KVO number 633. As of 1 January 2026, the terms and conditions of employment of the temporary agency worker shall be replaced by the terms and conditions of employment arising from this chapter, which shall apply from that date onwards and relate to the period after 1 January 2026.
2. In the case of a (four-)weekly payroll, the changes resulting from this chapter may be implemented as of 29 December 2025 (the Monday of the first week of 2026) as if it were 1 January 2026.
3. The accrual system from the previous Chapters 4, 5 and 6 of the previous CLA shall cease to apply as of 1 January 2026. Any outstanding accruals at that time relating to non-statutory holiday entitlement, public holidays, short-term absence, special leave and birth leave shall be settled, as shall any compensatory hours, unless the private employment agency and the temporary agency worker agree otherwise. The settlement shall be based on the value of the accrual as built up prior to 1 January 2026.
4. The accrual for holiday allowance shall be retained.
5. The portion of the accrual for statutory holiday entitlement under a temporary agency contract with agency clause (as referred to in Article 26, paragraph 7 of the previous CLA) shall be converted on 1 January 2026 into a proportional entitlement to holiday leave in time.
6. The obligation to use funds under Article 31 of the previous CLA shall end. Any unspent portion of the 2025 obligation to use funds may still be used by the private employment agency in 2026 to support the sustainable employability of the temporary agency worker, as referred to in Article 30 of the previous CLA.
7. Contrary to Article 5, paragraph 3, this article is of a standard nature.

Paragraph 1 Remuneration

Article 21 Equivelant pay

1. The temporary agency worker is entitled to equivelant pay.

Equivalent essential terms and conditions of employment

2. Equivelant pay means that the total package of essential terms and conditions of employment for the temporary agency worker must be at least equivalent to that of an employee directly employed by the user company in an equivalent role. This refers to the following terms and conditions of employment at the user company:

a. the wage and other allowances;
b. working hours, including overtime, rest periods, night shifts, breaks, holiday duration, and work on public holidays.

Equivalent non-essential terms and conditions of employment

3. With regard to the total package of non-essential terms and conditions of employment, that is, those not listed in paragraph 2, the temporary agency worker is likewise entitled to at least equivelant pay compared to an employee directly employed by the user company in an equivalent role.

Equivalent essential and non-essential terms and conditions of employment

4. The total package of essential terms and conditions of employment for the temporary agency worker, as referred to in paragraphs 2 and 3 of this Article, must be at least equivalent to those of an employee directly employed by the user company in the same role or in an equivalent one. If an employment condition is expressed as an amount, that amount is considered to be a gross value.
5. If the temporary agency worker assigned to the user company is subsequently assigned to another company, the equivelant pay shall be determined on the basis of any employee working in the same or an equivalent role at that company, under whose supervision and management the temporary agency worker performs his work.
6. By virtue of the CLA, the temporary agency worker may enjoy certain benefits and guarantees that employees working for the user company in an identical or comparable position do not have. The value of these benefits and guarantees must not be nullified by the total equivelant pay, which would reduce or eliminate the value of these benefits and guarantees.

Explanation of essential and non-essential terms and conditions of employment

A temporary agency worker is entitled to equivalent terms and conditions of employment. Therefore, the terms and conditions of employment applicable to the temporary agency worker must be at least equivalent to those of an employee directly employed by the user company who performs the same or similar work. This does not mean that every individual term or condition must be identical in practice, but that the overall package must be equivalent.

Within the framework of equivelant pay, the private employment agency may choose to apply certain terms and conditions of employment in the same way, and others in an equivalent manner. If an essential term or condition (as referred to in Article 21, paragraph 2) is applied differently to the temporary agency worker than to those employed directly by the user company, any resulting disadvantage must be compensated by means of another essential term or condition. Such a disadvantage may not be offset by a non-essential term or condition.

Only a disadvantage resulting from the different application of a non-essential term or condition may be compensated by means of an essential term or condition.

Example:
If an employee in an equivalent role at the user company receives a 10% holiday allowance, the temporary agency worker may be granted an 8% holiday allowance, provided that the remaining 2% is compensated in another way within the essential terms and conditions of employment. For instance, the remaining 2% may be compensated through pay.

Equivalence is assessed in two ways:
- *The total package of essential terms and conditions of employment must be at least equivalent; and*
- *the total package of essential and non-essential terms and conditions of employment must be at least equivalent.*

Explanation of paragraph 5
It may occur that the temporary agency worker is hired in by the user company and subsequently seconded by that user company to another user company. In such cases, the equivelant pay must be determined based on the terms and conditions of employment applicable to an employee in an equivalent role employed by the latter user company, under whose supervision and direction the temporary agency worker performs his work.

Explanation of paragraph 6
The application of the CLA, may result in the temporary agency worker enjoying certain benefits and guarantees that employees working for the user company do not have. This should be taken into account when applying equivalent terms and conditions of employment, and these benefits and guarantees may not be nullified. This includes, for instance, the rules on classification set out in Article 25. The application of these rules may result in the temporary agency worker being classified in a higher pay scale than the employee who starts in an equivalent position at the user company's organisation. When this situation arises, the value of this benefit must be taken into account when granting equivalent terms and conditions of employment. The benefit gained by the temporary agency worker as a result may not be reduced or nullified.

Example:
The employee employed by the user company with an equivalent position starts at the bottom of the scale and earns €19.00 gross per hour. Based on Article 25, the private employment agency must take account of the relevant employment history of the temporary agency worker. This means that the temporary agency worker will receive €20.10 gross per hour. The additional €1.10 gross that the temporary agency worker receives may not be reduced or nullified.

Article 22 Application of Article 8, paragraph 1 Waadi

1. Contrary to Article 21, the private employment agency may, for each user undertaking to which one or more temporary agency workers are supplied, choose to apply the same terms and conditions of employment as those applicable to an employee directly employed by the user undertaking in an equivalent role, in accordance with Article 8, paragraph 1 of the Waadi (Placement of Personnel by Intermediaries Act).
2. If the private employment agency chooses to apply the same terms and conditions of employment in accordance with paragraph 1, then paragraphs 2 to 6 of Chapters 4 and 5 shall apply in full, with the exception of Articles 28 and 36.
3. If the temporary agency worker assigned to the user company is subsequently assigned to another company, the equivelant pay referred to in paragraph 1 shall be determined on the basis of any employee working in the same or an equivalent role at that company, under whose supervision and management the temporary agency worker performs his work.
4. By virtue of the CLA, the temporary agency worker may enjoy certain benefits and guarantees that employees working for the user company in an identical or comparable position do not have. These benefits and guarantees should not be reduced or nullified by applying the same terms and conditions of employment as those applicable at the user company.

Explanation of paragraph 3
It may occur that the temporary agency worker is hired in by the user company and subsequently seconded by that user company to another user company. In such cases, the equivelant pay must be determined based on the terms and conditions of employment applicable to an employee in an equivalent role employed by the latter user company, under whose supervision and direction the temporary agency worker performs his work.

Explanation of paragraph 4
The application of the CLA, may result in the temporary agency worker enjoying certain benefits and guarantees that employees working for the user company do not have. This includes, for instance, the rules on classification set out in Article 25. The application of these rules may result in the temporary agency worker being classified in a higher pay scale than the employee who starts in an equivalent position at the user company's organisation. When this situation arises, the resulting benefits and guarantees for the temporary agency worker should not be reduced or nullified by applying the same terms and conditions of employment as those applicable at the user company.

Example:
The employee employed by the user company with an equivalent position starts at the bottom of the scale and earns €19.00 gross per hour. Based on Article 25, in this case, the private employment agency must take account of the relevant employment history of the temporary agency worker. This means that the temporary agency worker receives €20.10 gross per hour, regardless of the fact that an employee employed by the user company with an equivalent position starts at the bottom of the scale and only receives €19.00 gross per hour.

Paragraph 2 Remuneration implementation rules

Article 23 Calculation of remuneration confirmation to the temporary agency worker

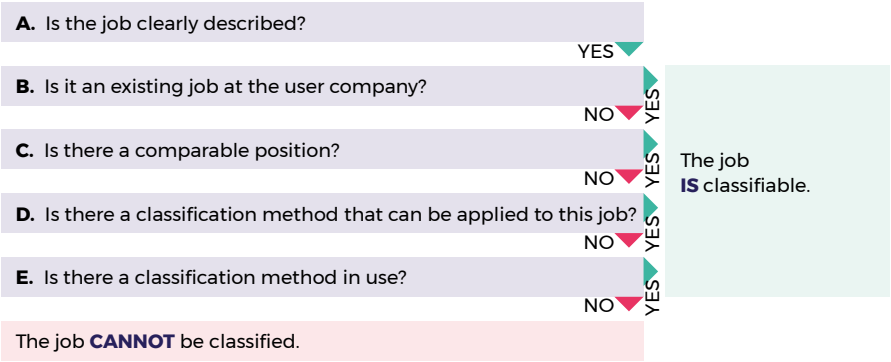
1. To determine the remuneration of the temporary agency worker, the value of each term or condition at the user company shall be used as the basis. If this value is expressed as a monetary amount at the user company, that amount shall be treated as a gross value for comparison purposes.
2. The private employment agency shall determine the remuneration of the temporary agency worker based on the information provided to the private employment agency by the user company pursuant to Article 12a of the Waadi. The private employment agency has a process in place to ensure that the remuneration of the temporary agency worker is calculated correctly.
3. For each posting, the private employment agency shall be obliged to confirm the following to the temporary agency worker in writing:
   a. The expected commencement date of the posting;
   b. the name and contact details of the user company, including any contact persons and the work address;
   c. the (general) job title and, if available, the job title as used in the user company's remuneration scheme;
   d. the job scale and level as per the remuneration scheme applicable at the user company, if available;

e. the agreed working hours;
f. if applicable, the probable end date of the posting;
g. the CLA / remuneration scheme applicable at the user company;
h. the gross (hourly) wage; and
i. the applicable terms and conditions of employment.

4. In the event of a change to the terms and conditions of employment that regards any of the above elements during the posting, the private employment agency shall be under an obligation to confirm the change to the temporary agency worker in writing.
5. At the request of the temporary agency worker, the private employment agency shall provide the information received from the user company regarding the applicable terms and conditions of employment within its organisation, along with an explanation of how the equivalence of these terms and conditions for the temporary agency worker working at that user company has been established.

Article 24 Calculation of remuneration for a non-classifiable temporary agency worker

1. If the user company does not employ any staff in an equivalent role, and the temporary agency worker's activities cannot be classified within the user company's job structure, making it impossible to determine the applicable terms and conditions of employment at the user company, then the temporary agency worker is considered non-classifiable. To determine whether the activities are non-classifiable, the following step-by-step procedure must be followed.



2. When, contrary to Article 13, paragraph 2, it is agreed with the temporary agency worker that the temporary agency contract shall commence prior to the moment when the temporary agency worker starts working, the temporary agency worker shall not be classifiable either for the period that he has not yet been posted to work for the user company.

3. Remuneration for a non-classifiable temporary agency worker is calculated following negotiations between the private employment agency and the temporary agency worker and, if applicable, the user company. Such negotiations shall take into account the skills and competencies needed for the job in question, as well as the responsibilities, experience, and level of education. Where applicable, consideration shall also be given to the terms and conditions of employment of an employee in an equivalent role within the sector in which the user company operates.
4. At the temporary agency worker's request, the private employment agency shall provide proof to show the temporary agency worker that the activities are not classifiable.

Article 25 Classification

1. In order to calculate the remuneration of the temporary agency worker, their role must be classified by the user undertaking as if they were to be employed there directly.
2. If it is the user company's policy to take relevant work experience into account when determining the initial classification, this must also apply to the temporary agency worker.
3. In the event the user company does not take account of the work experience relevant to the position, it must nevertheless be taken into account with respect to the temporary agency worker. In such cases the temporary agency worker cannot be classified in the lowest step of the classification scale that applies to him. The private employment agency shall then determine in consultation with the temporary agency worker and the user company which classification and step is suitable for the work experience of the temporary agency worker relevant to the position.
4. Upon returning to the same user company or a user company in the same CLA area in virtually the same position or in case of successive employership within nine months, the classification shall assume at least the previous classification. Upon returning within nine months, a step increase shall also be awarded if such an increase would have been awarded during this period of interruption and the temporary agency worker did not receive it as a result of this interruption.
5. In determining the temporary agency worker's relevant work experience, the private employment agency takes into account in any event the information about training, work experience and competencies provided by the temporary agency worker.
6. The temporary agency worker may request the private employment agency to provide an explanation of his classification and the private employment agency shall be obliged to comply with such a request.

Article 26 Calculating the hourly wage

1. If the private employment agency wishes to calculate an hourly wage in monetary terms, it shall base this calculation on the information received from the user company. The information regarding the terms and conditions of employment, as confirmed or provided by the user company, shall be decisive in calculating the hourly wage.
2. Only if the information from the user company does not provide sufficient clarity and certainty on how the hourly wage should be determined, the calculation method set out in the following paragraph shall be used.
3. *Conversion to hourly wage*
   a. Does the CLA or employment conditions scheme of the user company specify hourly wages for its own employees, or does it include a clear calculation method for converting monthly or period-based wages into an hourly wage?
   b. If so, the hourly wage corresponding to the established job classification must be determined using the calculation method applied by the user company.
   c. If not, the hourly wage for the job classification must be calculated as follows.

$$\frac{\text{Monthly wage}}{4.35 \times \text{Normal working hours}}$$

   d. The private employment agency must verify whether the user company's CLA or terms and conditions of employment scheme provide for different normal working hours per shift work time schedule. In that case, the private employment agency must base calculation of the hourly wage for the temporary agency worker on the normal working hours for the shift work time schedule that applies to the temporary agency worker. If the temporary agency worker is posted to work in a different shift work time schedule with different associated working hours, the hourly wage shall be calculated again, based on the normal working hours for the new shift work time schedule. This shall not be subject to the continued wage payment scheme in the event of cessation of temporary agency work (paragraph 4 of Chapter 4 of this CLA), unless the temporary agency worker would see his number of hours reduced in moving from the previous shift work time schedule to the new shift work time schedule.

   Rounding of the hourly wage must not have a detrimental effect on the temporary agency worker. This means that, when the hourly wage is converted back into the corresponding period wage, it must yield at least the same value.
4. The hourly wage must at all times comply at least with the statutory minimum wage and minimum holiday allowance requirements.

Article 27 Periodic pay increases

1. The following additional rules apply to the granting of periodic pay increases and the calculation of their value for temporary agency workers:
   a. the temporary agency worker is deemed always to be granted (the value of) a periodic increase, unless the private employment agency can demonstrate that the temporary agency worker would have not received such an increase under the rules and procedures of the user company;
   b. in the event assessment has not taken place, or if it was not conducted in time, making it impossible to determine the level and value of the periodic increase, the temporary agency worker shall be deemed to receive the value of the periodic increase that is demonstrably most common at the user company.
2. The temporary agency worker must not be denied (the value of) a periodic increase simply because they are frequently assigned to different user companies. In such cases, the private employment agency shall take into account the relevant work experience gained at previous user companies in (substantially) the same role when determining eligibility for a periodic increase at each subsequent posting.

Article 28 Basis for applying equivalent terms and conditions of employment

1. For the application of a specific term or condition of employment, the private employment agency may, for each user company to which one or more temporary agency workers are made available, use either the basic wage or the customary wage as the basis. The private employment agency may, by way of exception, also use a different wage concept as the basis. For the continued wage payment during periods of incapacity for work and paid leave, the customary wage shall be used as the basis. For the calculation of supplements, the basic wage shall be used as the basis, taking into account the conditions applicable at the user company.
2. The temporary agency worker must be clearly informed which wage concept has been used as the basis, and this must be evident from the confirmation of the posting to the temporary agency worker or the wage specification.

Article 29 Incapacity for work

1. The temporary agency worker is required to notify the private employment agency and the user company on the first day of incapacity for work and as soon as possible, in any case before 10am. The notification must state the correct address where the employee is being treated and the correct contact details.
2. When:
   a. no working hours or no clearly defined working hours have been agreed, or
   b. the actual working hours over the thirteen calendar weeks prior to the

week in which the temporary agency worker called in sick, differ structurally from the agreed working hours,

then the entitlement to (partial) continued wage payment shall be determined based on the average number of hours for which wages were paid during the past thirteen calendar weeks. Overtime is excluded from this, unless it is of a structural nature. Furthermore, if at the point where the temporary agency worker called in sick, the temporary agency contract had not yet been in effect for thirteen calendar weeks, the wage shall be payable for the working hours that can in all reasonableness be expected.

3. The private employment agency and the temporary agency worker shall jointly shape the absence management and reintegration process, while the private employment agency may establish further rules for this purpose. If the user company imposes conditions to reintegration or resumption of work that affect the continued wage payment or the amount thereof, these conditions shall be deemed fulfilled from the moment and for the hours that the temporary agency worker starts the offered suitable work.
4. *Supplement to sickness benefit after the employment has ended in phase A*
   If the temporary agency worker is incapacitated for work at the time the temporary agency contract ends by operation of law on the agreed end date in Phase A, and the temporary agency worker is entitled to a sickness benefit, the private employment agency shall supplement this benefit:
   - during the first 52 weeks of incapacity for work up to 90% of the benefit wage determined in accordance with the Daily Wage relating to Employment Insurance Schemes;
   - during the 53rd up to and including the 104th week of incapacity for work up to 80% of the benefit wage determined in accordance with the Decree on the Daily Wage relating to Employment Insurance Schemes.

   The private employment agency can take out insurance for this supplement or make another arrangement. The maximum percentages that can be deducted from the temporary agency worker's basic wage for this insurance and/or arrangement are 0.30% for Private Employment Agencies I (office sector and administrative) and 0.70% for Private Employment Agencies II (engineering and industrial). The wage of the temporary agency worker may not fall below the statutory minimum wage as a result of this deduction.

Article 30 Public holidays

1. If it is not clear from the temporary agency contract or the posting whether a public holiday observed by the user company falls on a day that would normally be considered a working day for the temporary agency worker, i.e. a day on which the temporary agency worker would otherwise be expected to work, the day shall be deemed a public holiday if:
   a. the temporary agency worker has, over a period of thirteen weeks immediately prior to the public holiday in question, worked at least seven times

on the weekday in question; or
   b. the temporary agency worker has not yet worked for thirteen consecutive weeks and has worked on the weekday in question in at least half of the weeks that he has worked.

   For the calculation of the aforementioned period of thirteen weeks (under a.) or less (under b.), successive contracts shall be added up, if and to the extent that one followed the other within a period of one month. The periods of interruption shall not be included in the count.
2. If, with respect to the day on which the public holiday falls:
   a. no working hours or no clearly defined working hours have been agreed; or
   b. the actual working hours during the period of thirteen weeks specified in paragraph 1 (under a.) or shorter (under b.) differ structurally from the agreed working hours;

   the public holiday shall be deemed to cover as many hours as the average number of hours for which wages were paid on that weekday during the thirteen-week period (under a.) or shorter (under b.) preceding the public holiday. Overtime is excluded from this, unless it is of a structural nature.
3. The temporary agency worker must not be denied (the value of) a public holiday on the basis of irrelevant facts or circumstances, such as:
   a. the temporary agency worker taking leave immediately prior to or after the public holiday;
   b. the user company closes for business immediately prior to or after the public holiday;
   c. the private employment agency or user company does not schedule the temporary agency worker to work that day or removes the temporary agency worker from the schedule for that day; or
   d. the public holiday falls in a gap period between two successive temporary agency contracts and there is no other reason for the gap period than the public holiday.
4. In case of a dispute over non-allocation of a public holiday, the private employment agency shall provide proof to the temporary agency worker to show that it acted justly in not granting the public holiday. If the private employment agency fails to justify this, the (value of the) public holiday shall be granted after all.

Article 31 Holiday leave

1. Contrary to Article 7:640a of the Netherlands Civil Code and from the provisions applicable at the user company for employees in equivalent roles, the following applies:
   a. statutory holiday entitlement accrued in phases A and B shall expire one year after the last day of the calendar year in which the entitlement was accrued;
   b. statutory holiday entitlement accrued in phase C shall expire five years

after the last day of the calendar year in which the entitlement was accrued;

c. non-statutory holiday entitlement accrued in any phase shall expire five years after the last day of the calendar year in which the entitlement was accrued.

2. Holiday entitlement shall be granted to the temporary agency worker in a timely manner, unless the private employment agency and the temporary agency worker agree that non-statutory holiday days or hours shall be compensated in another manner.
3. The private employment agency is under an obligation to enable the temporary agency worker to take holiday leave. The private employment agency may draw up holiday regulations.

Article 32 Holiday allowance

1. The holiday allowance shall be paid out to the temporary agency worker no later than in May or during the first week of June.
2. Contrary to paragraph 1, the private employment agency and the temporary agency worker may agree that the holiday allowance shall be paid periodically.
3. When the temporary agency worker takes holiday leave and is away for at least seven consecutive calendar days due to the holiday leave, the private employment agency shall pay out the accrued holiday allowance at the temporary agency worker's first request.
4. The private employment agency may, in a comparable manner, apply the derogation from Article 16, paragraph 1 of the Minimum Wage and Minimum Holiday Allowance Act as used by the user company under its collective agreement or a scheme governed by public law for employees in equivalent roles as the temporary agency worker.

Article 33a Work and Care Act

Within the limits of the Work and Care Act, the private employment agency may, in a comparable manner, apply the derogations provided for in that Act in a similar manner as used by the user company for employees in equivalent roles as the temporary agency worker.

Article 33 Determining the value of a day (of leave)

1. If the private employment agency wishes to determine the value of a leave day, such as a holiday, public holiday, or a leave day under the working hours reduction scheme, it shall base this calculation on the information received from the user company. The information regarding the terms and conditions of employment, as confirmed or provided by the user company, shall be decisive in calculating the (value of the) leave day.
2. Only if the information from the user company does not provide sufficient clarity and certainty on how the value of the leave day should be determined,

the calculation method set out in the following paragraph shall be used.

3. The value of a leave day is 0.385%, based on 260 workable days. This is calculated as follows:

$$\frac{\textbf{leave day}}{\textbf{260}}$$

Article 34 Sustainable working and living

1. Arrangements relating to sustainable working and living include all schemes that:
   a. promote the sustainable employability of the temporary agency worker, such as vocational training, career coaching, outplacement programmes, and personal development budgets, as well as information, education, and social support regarding working and residing in the Netherlands for temporary agency workers who do not live in the Netherlands on a permanent basis;
   b. promote the vitality and health of the temporary agency worker, such as gym memberships, vitality budgets, (periodic) health checks, and coaching for a healthy lifestyle;
   c. promote a sustainable society and a greener planet, such as climate budgets for solar panels or heat pumps, and days off for volunteer work.
2. Within the equivalence of the overall terms and conditions of employment as referred to in Article 21, the private employment agency may offer the temporary agency worker one or more alternative arrangements relating to sustainable working and living, in place of the arrangements offered by the user company to employees in equivalent roles as the temporary agency worker.

Article 34a Supplementary social security schemes/insurance

1. If the private employment agency offers the temporary agency worker:
   - a supplementary social scheme or insurance on top of the supplementary sickness benefit referred to in Article 29, paragraph 4 or the Private-sector insurance to top up WW and WGA benefits referred to in Article 55; or
   - another supplementary social scheme or insurance policy that provides for a (supplementary) benefit that goes beyond what is required by law;

   the corresponding premium will be paid by the temporary agency worker.
2. If the supplementary social scheme or insurance is offered to the temporary agency worker as part of the equivelant pay and the user company pays or compensates (part of) the premium for its own employee with a position that is equivalent to that of the temporary worker, the private employment agency must also compensate (part of) the premium as part of the equivelant pay.

Article 35 Gross allowances

Where a specific exemption applies as referred to in the Wages and Salaries Tax

Act 1964, the private employment agency may choose to apply it. The fact that the user company designates certain terms and conditions of employment as targeted exempt elements under the work-related expenses scheme does not mean that the private employment agency is also obliged to do so. If the private employment agency designates a non-specifically exempted employment condition (in whole or in part) as a targeted exempt element under the work-related costs scheme, the gross (taxable) value of the (partially) designated employment condition shall be paid out net (untaxed), rather than the net equivalent of that gross amount.

Article 36 Application of implementation rules

The application of the implementation rules set out in this section must not compromise the equivalence of the overall terms and conditions of employment as referred to in Article 21. All terms and conditions of employment applied by the private employment agency shall be taken into account when assessing equivalence.

Article 36a Transitional provisions

Compensation for lower level of terms and conditions of employment

1. If the temporary agency worker:
   - is working for a user company prior to 1 January 2026;
   - continues to work for that user company on 1 January 2026; and
   - the application of the new remuneration scheme (excluding pension) results in a lower remuneration for the temporary agency worker than was applicable before 1 January 2026,

   then paragraphs 2 through 4 shall apply.
2. In the situation described in paragraph 1, the temporary agency worker shall retain, for a period of six months, at minimum the (value of the) previous level of holiday allowance and holiday entitlement accrued prior to 1 January 2026. This means the temporary agency worker:
   a. is entitled to at least (the value of) a holiday allowance of 8.33%; and
   b. is entitled, for each fully worked calendar month, to at least (the value of) 16⅔ hours of holiday, or a proportionate amount if the month was not fully worked, as set out in Article 26, paragraph 1 of the previous CLA.
3. The six-month period referred to in paragraph 2 begins on 1 January 2026 and ends on 30 June 2026, regardless of any periods of interruption.
4. After the end of the six-month period referred to in paragraph 2, the provisions of paragraph 2 shall cease to apply.

Incapacity for work

5. If the temporary agency worker:
   - became incapacitated for work prior to 1 January 2026;
   - continues to work for that user company on 1 January 2026; and
   - is entitled to (partial) continued wage payment,

then the temporary agency worker shall retain this entitlement for the hours the temporary agency worker is incapacitated for work, and the wage payment shall remain unchanged. The temporary agency worker shall also retain for the hours he is incapacitated for work entitled to at least:

a. (the value of) a holiday allowance of 8.33%; and
b. a proportional share of (the value of) 16⅔ hours of holiday per month based on full-time employment.

For the hours during which the temporary agency worker is working while incapacitated, the new rules set out in this chapter (Chapter 4) shall apply. If the temporary agency worker has fully and sustainably recovered, any subsequent incapacity for work shall also be governed by the new rules.

Paragraph 3 Exchange of terms and conditions of employment

Article 37 Exchange of terms and conditions of employment

General provisions

1. The private employment agency and the temporary agency worker may agree in writing, by way of an addendum to the temporary agency contract, to modify the remuneration, whereby the temporary agency worker waives (part of) one employment condition (source) in exchange for another employment condition (target). The addendum to the temporary agency contract must also include employment condition is being exchanged for which other condition, and for what period this arrangement applies. Exchange of terms and conditions of employment is permitted only if it complies with applicable tax and labour law regulations. Such exchange of terms and conditions of employment may affect wage-related and income-dependent schemes. The private employment agency shall inform the temporary agency worker thereof in advance.

Specific provisions regarding exchange in connection with extraterritorial costs (Extraterritorial scheme)

2. Exchange of terms and conditions of employment in connection with a specifically exempted reimbursement or provision for extraterritorial costs is permitted for the actual costs of double accommodation, and transport to and from the place of residence in the temporary agency worker's country of origin, subject to the following limitations and conditions:
   a. The amount of the specifically exempted reimbursement or the value of the specifically exempted provision must be stated on the payslip.
   b. The pay that remains after such an exchange must not be lower than the current statutory minimum wage that applies to the temporary agency worker.
   c. Exchange of terms and conditions of employment is limited to a maximum of 30% of the total gross wage eligible for exchange.
   d. A specifically exempted provision shall be valued at its fair market value.

e. Terms and conditions of employment such as holiday entitlement, holiday allowance, special leave, and public holidays shall continue to accrue over the exchanged wage, insofar as applicable.
f. The exchange of part of the wage does not affect the basis of the overtime bonus and the bonus for irregular working hours.
g. Pension accrual shall take place over the exchanged employment condition.

Paragraph 4 Cessation of temporary agency work

Article 38 Settlement of accrued and used terms and conditions of employment in case of cessation of temporary agency work

1. Upon cessation of the temporary agency work due to the posting ending, the remuneration based on the employment conditions at the user company shall also end.
2. The private employment agency and the temporary agency worker may, insofar as legally permitted, agree that the terms and conditions of employment accrued and used at the user company shall be settled at the time the posting ends.
3. The terms and conditions of employment accrued and used at the user company shall in any case be settled if:
   a. the temporary agency contract ends and no new temporary agency contract is entered into immediately thereafter;
   b. there has been no entitlement to continued wage payment for a period of six weeks, despite the temporary agency contract remaining in force, excluding statutory holiday entitlement.

   Settlement in the situations referred to under a. and b. must take place in the next payment period following the occurrence of the relevant situation. The private employment agency and the temporary agency worker may agree to extend this period to a maximum of eighteen weeks if the work performed may still give rise to judicial and/or administrative fines.

This article shall apply until 1 January 2028.

Article 39 Continued wage payment in case of cessation of temporary agency work

Temporary agency contract without obligation to continue wage payment

1. The private employment agency only owes the temporary agency worker working in phase A the wage due for the period(s) that the temporary agency worker actually performed temporary agency work. This also applies if, contrary to article 14, paragraph 1, under a., a temporary agency worker works in phase B, without full use having been made of phase A. In such cases, the private employment agency shall be entitled, for 26 weeks, or any period shorter than this if the temporary agency worker has already worked for the same private employment agency in phase A, to exclude the continued wage

payment obligation.

2. To exclude the obligation to continue wage payment, the private employment agency must issue a written notification of the possible application of this exclusion upon commencement of the temporary agency contract.

Temporary agency contract with obligation to continue wage payment

3. In the event of cessation of temporary agency work, the private employment agency shall be under an obligation to pay the temporary agency worker the basic wage for as long as, and/or for the portion of the working hours that the temporary agency worker has not yet been reassigned, if:
   a. the temporary agency worker works in phase A under a temporary agency contract without an agency clause, and no written exclusion of continued wage payment as referred to in paragraph 1 has been agreed;
   b. the temporary agency worker works in phase B, and no written exclusion of continued wage payment as referred to in paragraph 1 has been agreed; or
   c. the temporary agency worker is working in phase C.

   The amount of the basic wage referred to above shall be equivelant to the last earned basic wage at the user company where the temporary agency worker was most recently employed before the temporary agency work ceased.

Expired obligation to continue wage payment

4. The obligations to continue to pay wages specified in this article shall cease to apply when the temporary agency worker:
   a. terminates his registration with the private employment agency;
   b. indicates that he is no longer available;
   c. is no longer available to the private employment agency; or
   d. rejects an offer for suitable alternative work.

Effective 1 January 2028, Article 39 shall be replaced by the following article.

Article 39 Continued wage payment in case of cessation of temporary agency work

Temporary agency contract without obligation to continue wage payment

1. The private employment agency only owes the temporary agency worker working in phase A the wage due for the period(s) that the temporary agency worker actually performed temporary agency work.
2. To exclude the obligation to continue wage payment, the user company must issue a written notification of the possible application of this exclusion upon commencement of the temporary agency contract.

Temporary agency contract with obligation to continue wage payment

3. In the event of cessation of temporary agency work, the private employment agency shall be under an obligation to pay the temporary agency worker the basic wage for as long as, and/or for the portion of the working hours that the temporary agency worker has not yet been reassigned, if:
   a. the temporary agency worker works in phase A under a temporary agency contract without an agency clause, and no written exclusion of

continued wage payment as referred to in paragraph 1 has been agreed; or
b. the temporary agency worker is working in phase B or C.

The amount of the basic wage referred to above shall be equivelant to the last basic wage the temporary agency worker earned at the user company where the temporary agency worker was most recently employed before the temporary agency work ceased.

Expired obligation to continue wage payment

4. The obligations to continue to pay wages specified in this article shall cease to apply when the temporary agency worker:
   a. terminates his registration with the private employment agency;
   b. indicates that he is no longer available;
   c. is no longer available to the private employment agency; or
   d. rejects an offer for suitable alternative work.

Article 40 Accrual of holiday allowance and holiday entitlement after cessation of temporary agency work

1. A temporary agency worker who is entitled to the basic wage under Article 39, paragraph 3 shall, for as long as and/or for the portion of the working hours during which the temporary agency worker has not yet been reassigned:
   a. accrue 8.33% holiday allowance over this basic wage, in accordance with Article 16, paragraph 2 of the Minimum Wage and Minimum Holiday Allowance Act;
   b. accrue 16⅔ hours of holiday per month under a full-time contract, or a proportionate amount if the cessation of temporary agency work has lasted less than one month.
2. A temporary agency worker whose temporary agency work has ceased is entitled to continued payment of the basic wage during his holiday leave, as referred to in Article 39, paragraph 3.

Article 41 Incapacity for work during cessation of temporary agency work

1. A temporary agency worker whose temporary agency work has ceased is, in the event of incapacity for work, entitled to continued payment of the basic wage to which he is entitled under Article 39, paragraph 3.
   a. 90% during the first 52 weeks of incapacity, with the statutory minimum wage applicable to the worker as the lower limit;
   b. 80% from the 53rd to the 104th week.
2. The first day of incapacity for work applies as a waiting day (within the meaning of Article 7:629 paragraph 9 of the Netherlands Civil Code), for which the temporary agency worker is not entitled to wage payment.

Article 41a Transitional provisions

A temporary agency worker whose temporary agency work ceased before 1 January 2026 and who is entitled to continued wage payment shall retain this

entitlement. The amount of the wage to be paid shall remain unchanged. This also applies if the temporary agency worker is incapacitated for work at that time and entitled to (partial) continued wage payment.

Paragraph 5 Unworkable weather

Article 42 Unworkable weather regulation

1. In case of unworkable weather as a result of which the temporary agency worker is unable to carry out his activities, the temporary agency worker shall remain entitled to pay in case of a temporary agency contract with the obligation to continue paying the basic wage.
2. In the event the user company where the temporary agency worker works is able to invoke the 'Unworkable weather regulation'* determined by the government, the private employment agency may elect to apply this regulation to the temporary agency worker as well, with due observance of the following conditions:
   a. Reliance on the Unworkable weather regulation is only possible for temporary agency workers with a temporary agency contract without agency clause for a fixed term or open-ended with a fixed number of working hours and in which connection an obligation to continue to pay wages applies. After the waiting days applicable to the temporary agency worker (within the meaning of the Unworkable weather regulation) have ended, the obligation to continue paying wages ends if he is no longer able to carry out his activities due to unworkable weather and the private employment agency lawfully invokes the Unworkable weather regulation.
   b. The definition of unworkable weather and all other conditions concerning unworkable weather that apply at the user company are applied in a similar manner to the temporary agency worker by the private employment agency insofar as applicable.
   c. The private employment agency must otherwise also comply with the conditions included in the Unworkable weather regulation.
   d. If during the period of unworkable weather as a result of which he is unable to carry out his activities, the temporary agency worker continues to receive his salary from the private employment agency on the basis of the statutory obligation to continue paying wages, the applicable waiting days (within the meaning of the Unworkable weather regulation) or on the basis of hours for which the private employment agency receives Unemployment Benefits for unworkable weather, these hours shall be counted as hours worked.
   e. On every day work cannot be carried out due to unworkable weather, the private employment agency shall notify the temporary agency worker (i) for which number of working hours, (ii) at which work location, (iii) for which part of the day the work cannot be performed, (iv) and the reason why the work cannot be carried out and (v) that the unworkable weather

was reported to the Public Employment Services.

f. In the event the private employment agency receives unemployment benefits for the temporary agency worker from the Public Employment Services, this benefit shall be supplemented by the private employment agency up to 100% of the customary wage the temporary agency worker would have earned had the weather not been unworkable.

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* *Regulation of the Minister of Social Affairs and Employment of 19 December 2019, 2019-0000157117, establishing circumstances and related conditions in which the obligation to continue to pay wages does not apply.*

Paragraph 6 Suitable work

Article 43 Suitable work after cessation of temporary agency work

1. If, during the term of a temporary agency contract without agency clause in which the obligation to continue wage payment has specifically been agreed to, the temporary agency work ceases to be available because the posting is terminated, the private employment agency must, for the remainder of the term of this temporary agency contract find and offer the temporary agency worker suitable other work. During the term of this temporary agency contract, the temporary agency worker is under an obligation to accept such suitable other work.
2. Other work shall be considered to be suitable when:
   a. the new job(s) is or are aligned with the temporary agency worker's previous activities, training and education, and competencies; or
   b. it is a new job for which the temporary agency worker could, within a reasonable term, either with or without vocational training, be suited and that is no more than two job levels below the temporary agency work that has ceased to be available. The former job must then first be classified in the Job Classification Handbook in accordance with Appendix IV of the *CLA for Temporary Agency Workers 2021–2023*, published in *Government Gazette* No. 18667 of 30 August 2022.
3. The other work shall be offered based on one of the following conditions:
   a. the work is for an average number of hours per week/month/period that matches the initially agreed working hours;
   b. the work is for an average number of hours per week/month/period that is lower than the initially agreed working hours, provided that the hours on which no work is performed are paid out based on the last earned basic wage; or
   c. the work is for an average number of hours per week/month/period that is higher than the initially agreed number of working hours, to the extent that the performance of the extra hours over the agreed working hours can in all reasonableness be required of the temporary agency worker.
4. The private employment agency shall have a reassignment interview with the

temporary agency worker that is aimed at exploring reassignment options.

5. The obligation to find and offer the temporary agency worker suitable other work and the obligation to continue to wage payment shall cease to apply when the temporary agency worker:
   a. rejects an offer for suitable other temporary agency work;
   b. terminates his registration with the private employment agency;
   c. is no longer available for the full agreed term of the temporary agency work. The temporary agency worker must notify the private employment agency thereof without delay.
6. If reassignment within a reasonable term* is unsuccessful, the private employment agency may contact the Public Employment Services (UWV) to request permission to terminate the temporary agency contract without agency clause on account of business circumstances.

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* *A reasonable term aligns with Article 7:672 paragraph 2 of the Netherlands Civil Code.*

Article 44 Remuneration in the event of a new posting

1. The remuneration of the temporary agency worker shall be reassessed upon each new posting. The temporary agency worker shall receive this remuneration for the hours during which he performs suitable work.
2. If the new posting is for fewer hours than the number of hours agreed in the temporary agency contract with obligation to continued wage payment, the temporary agency worker shall, in case of a new posting, be entitled to the last earned basic wage for the number of hours during which no work is performed. This is on the condition that the temporary agency worker keeps himself available for suitable work during the total number of hours included in the temporary agency contract.

Chapter 5 Pension and heavy work scheme

Article 44a Commencement of pension

In the case of a (four-)weekly payroll, the private employment agency may apply the premium contributions referred to in Article 45, paragraph 5 as of 29 December 2025 (the Monday of the first week of 2026) and any changes resulting from Article 46 may likewise be implemented as of 29 December 2025 as if it were 1 January 2026.

Article 45 Pension

1. The parties to the CLA have agreed on a pension scheme that provides for accrual of pension entitlements for temporary agency workers. This pension scheme has been recorded in the pension agreement appended to this CLA.
2. The parties to the CLA have outsourced administration of the pension scheme to the Stichting Pensioenfonds voor Personeelsdiensten (StiPP).
3. The pension agreement is further elaborated in the articles of association and regulations of StiPP.
4. StiPP's articles of association and regulations determine the rights and obligations of temporary agency workers and private employment agencies.
5. Parties to the CLA have agreed on the premium. The total premium amounts to 23.4% of the pension basis. The employer contribution rate is 15.9% and the employee contribution rate is 7.5% of the pension basis.

The regulations and further information are available on www.stippensioen.nl.

Article 46 Pension and equivalence

1. The pension scheme is taken into account when assessing the equivalence of overall terms and conditions of employment. To compare pension schemes, the employer contribution rate is used as the benchmark. If the employer contribution rate under the user company's pension scheme is higher than that of the private employment agency, the difference shall be compensated through terms and conditions of employment other than supplementary pension. This compensation must be calculated by multiplying the difference in employer contribution rates by the pension basis of the pension scheme of the private employment agency. In the case of a foreign private employment agency that has no pension scheme in the Netherlands, the compensation is calculated by multiplying the user company's employer contribution rate by the user company's pension basis.
2. Contrary to paragraph 1, the private employment agency may opt to calculate the compensation differently for the group of temporary agency workers employed by the user company, namely by calculating the difference between the employer contribution rate applied by the user company multiplied by the average pension basis under the pension scheme of the user company, and

the employer contribution rate of the private employment agency multiplied by the average pension basis under the private employment agency's pension scheme. The compensation calculated this way must not compromise the equivalence of the overall terms and conditions of employment.

3. If pension is accrued over the compensation, the private employment agency may multiply the compensation by the factor* to be set annually by the parties to the CLA, based on actuarial advice.
4. If the user company still applies a contribution rate based on age brackets, the average employer contribution rate shall be used for the purposes of paragraphs 1 and 2. Once the user company introduces a flat-rate pension scheme for new employees, no later than by 1 January 2028, the flat-rate contribution shall apply to temporary agency workers entering service on or after that date.
5. In accordance with Article 32(4), the private employment agency may apply the derogation from Article 16(1) of the Minimum Wage and Minimum Holiday Pay Act by excluding pension compensation from the basis for calculating holiday allowance.

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* *As per 1 January 2026, this factor has been set at 0.853.*

Article 47 Participation of temporary agency workers in the Heavy Work Scheme in the Construction and Infrastructure Industry

1. The parties to the CLA are open to joining heavy work schemes in other sectors, provided this is feasible and practicable. Where participation is not possible or unworkable, the parties shall explore how to offer an equivalent alternative.
2. The following applies to the Heavy Work Scheme in the construction and Infrastructure Industry:
3. The parties to the *Collective Labour Agreement for Temporary Agency Workers* and the parties to the *Collective Labour Agreement for the Construction and Infrastructure Industry* have made joint arrangements for the participation of temporary agency workers in the Construction & Infrastructure industry in the Heavy Work Scheme for 2026. The parties to the *Collective Labour Agreement for Temporary Agency Workers* aim to continue these arrangements annually thereafter. For 2026, skilled workers who are members of the sectoral pension fund for the construction industry (bpfBOUW) may, subject to conditions, enter the Heavy Work Scheme and stop working up to three years before reaching the state pension age. The Heavy Work Scheme provides a (supplementary) heavy work benefit for a maximum of three years. Applications for the Heavy Work Scheme can be submitted via www.zwaarwerkregeling.nl.
4. Private employment agencies that place skilled workers who are members of bpfBOUW are required to pay a contribution to the Construction & Infrastructure Supplementary Fund. The contribution rate for the Heavy Work Scheme

is set annually by the board of the Construction & Infrastructure Supplementary Fund Foundation following consultation with temporary agency sector representatives. For 2025, the contribution amounts to 1.49% of the pension basis of all skilled workers in bpfBOUW (maximum pensionable wage minus the threshold wage). The obligation of the private employment agency to pay contributions continues until no later than three years after the end of the scheme's participation period (i.e. until 31 December 2028).

5. Further information about the Heavy Work Scheme is available at www.zwaarwerkregeling.nl. The applicable rules are set out in the Heavy Work Regulations and the Financing Regulations of the Construction & Infrastructure Supplementary Fund. These regulations form part of the CLA BTER Construction & Infrastructure.

Chapter 6 Special groups

This article shall lapse on 1 January 2028.

Article 47a Temporary agency workers who are entitled to a state pension

1. This article applies to temporary agency workers who are about to or have already reached the state pension age. Hereinafter, both are designated as temporary agency worker entitled to a state pension.

Legal position

2. If the temporary agency contract has been terminated by operation of law on the account of the temporary agency worker reaching state pension age and the temporary agency worker who is entitled to a state pension starts to work for the private employment agency within six months after termination of the contract, this temporary agency worker's legal position shall be determined as follows:
   a. If the temporary agency worker who is entitled to a state pension was in phase A, the count for phase A shall be continued.
   b. If the temporary agency worker who is entitled to a state pension was in phase B, he shall start over in phase B and the count for phase B shall start again.
   c. If the temporary agency worker who is entitled to a state pension was in phase C, he shall start over in phase B and the count for phase B shall start again.

Successive employership

3. In case of successive employership for a temporary agency worker who is entitled to a state pension and the temporary agency worker continues to work for the same private employment agency, he shall, contrary to Article 7:668a, paragraph 2 of the Netherlands Civil Code restart at the beginning of phase A.

Article 48 Temporary agency workers with a foreign employment contract (Posted Workers in the European Union Act)

The following articles/paragraphs do not apply to temporary agency workers who are deployed from abroad by a foreign private employment agency to a user company in the Netherlands and whose employment contracts are governed by the law of a country other than the Netherlands:

a. Article 49, paragraph 2, subparagraph a;
b. Article 51, paragraphs 1 and 2.

Article 49 Temporary agency workers not living permanently in the Netherlands, housing, travel and medical expenses

Articles 49, 50, 51 and 52 apply solely to temporary agency workers who do not live in the Netherlands on a permanent basis and who:

a. are recruited outside the Netherlands by or on the instruction of the private employment agency; and/or

b. are housed in the Netherlands to work in the Netherlands.
   This does not include temporary agency workers who are frontier workers and who have their permanent home address in Belgium or Germany and who work in the Netherlands.

Housing

1. The temporary agency worker cannot be obliged to use the housing arrangement provided by the private employment agency, and the use of this housing arrangement cannot be set as a precondition for the posting.
2. The housing offered must meet the housing standards detailed in Appendix IV to this CLA, if:
   a. the private employment agency withholds part of the temporary agency worker's wage to cover housing expenses or offsets housing expenses against the temporary agency worker's wage, or
   b. the private employment agency has entered into an agreement with the temporary agency worker on the use or rental of the housing.

   Making a deduction from the temporary agency worker's wages requires an authorisation in accordance with Article 51.
3. The private employment agency shall inform the temporary agency worker on the option to register in the Persons Database [Basisregistratie Personen (BRP)].

Charging of housing expenses

4. a. The private employment agency may charge the temporary agency worker for the use of housing. The maximum total housing costs* that may be charged are determined using the Price-Quality System (PKS in Dutch). The PKS determines the maximum total costs* to be charged for housing based on quality standards. This is subject to the following:
      - The maximum total housing costs* that may be charged are included in Appendix V of this CLA.
      - For temporary agency workers whose contractually agreed basic wage is at least 140% of the sum of the statutory minimum hourly wage multiplied by 40, the above cap does not apply. The maximum total housing costs* to be charged do, however, remain subject to the PKS.
      - The PKS was introduced on 1 January 2025. For private employment agencies that indicate they have not yet implemented the PKS, the maximum total housing costs* that may be charged amount to 20% of the statutory minimum hourly wage applicable at the time, multiplied by 40.
      - The PKS is included in Appendix V.
   b. While the temporary agency worker is not using the housing, the private employment agency is not allowed to charge another temporary agency worker for the use of the same housing, provided that the absent temporary agency worker has already paid for it.
   c. If, during a four-week period of the employment relationship, the private employment agency has been unable to fully deduct housing costs due to the temporary agency worker's wage*** being insufficient, the resulting

debt shall be compensated so the current account balance for housing costs no longer shows a negative amount****. This compensation may not be offset or deducted at a later time. This does not apply if written documentation demonstrates that the compensation cannot reasonably be borne by the private employment agency.

d. The maximum housing costs that may be charged to the temporary agency worker may not exceed the amount specified by law or in this paragraph. This also applies if the housing costs are included in the equivelant pay scheme.

Leaving the accommodation

5. If the temporary agency contract ends, a transitional period of four weeks shall apply during which the temporary agency worker shall be required to leave the accommodation he rents from the private employment agency. The rent shall remain at most equivelant to the rent during the employment. The temporary agency worker pays the rent weekly and may not be required to pay the rent in advance.
6. The private employment agency takes into account special personal circumstances of the temporary agency worker that make him unable to pay the rent through no fault of his own, or of illness, when collecting the rent and terminating his stay in the accommodation. In such cases, the private employment agency shall offer a suitable term for leaving the accommodation in view of the special personal circumstances. Uncertainty about the end of the temporary agency contract and the possibilities of returning to the country of origin among other things are also taken into account.

Travel from and to the country of origin

7. The private employment agency shall provide information on travel from and to the country of origin. The private employment agency may offer to take care of travel arrangements. The temporary agency worker is not under any obligation to accept these travel arrangements.

Non-work-related travel

8. The private employment agency shall provide alternative travel facilities for the temporary agency worker who does not have his own means of transport, if:
   a. the housing is located out of town; and
   b. the housing is difficult to reach by public transport or cannot be reached by public transport at all.

Commuting to and from work

9. The following applies for the temporary agency worker's commute to and from work:
   a. If the temporary agency worker uses his own means of transport, he may be entitled to a travel allowance based on the remuneration applicable to him.
   b. If the temporary agency worker is entitled to a travel allowance based on the remuneration applicable to him, but the temporary agency worker uses

the travel facilities provided by the private employment agency, the temporary agency worker shall not receive the travel allowance and cannot be charged for the use of the private employment agency's travel facilities.

c. If the temporary agency worker is not entitled to a travel allowance based on the remuneration applicable to him and the temporary agency worker uses the travel facilities provided by the private employment agency, the temporary agency worker shall not receive the travel allowance and may be charged a reasonable contribution for the use of those travel facilities.

Health and other insurance

10. The private employment agency shall inform the temporary agency worker of the obligation to take out health insurance. Aside from that, the private employment agency shall offer to take out health insurance on the temporary agency worker's behalf. The temporary agency worker is not under any obligation to accept this offer.
11. If the temporary agency worker accepts the private employment agency's offer, he can authorise the private employment agency to pay the flat-rate premium to the health insurer on his behalf. The private employment agency shall endeavour to ensure that the temporary agency worker, within two weeks:
    a. after taking out such insurance, receives a copy of the policy, which states the flat-rate premium; and
    b. after termination of the insurance policy, receives confirmation of termination of health insurance.
12. If the private employment agency offers to take out a different insurance policy (such as liability or repatriation insurance), it shall provide the temporary agency worker with adequate information regarding the purpose and need for taking out such insurance. In case of such an offer:
    a. the temporary agency worker shall not be under an obligation to accept the insurance offered.
    b. premium payments to the insurer on behalf of the temporary agency worker by the private employment agency can only be made after the temporary agency worker has signed a written authorisation.
    In that case, the private employment agency shall endeavour to make sure that the temporary agency worker has received a copy of the policy sheet stating the flat-rate premium within a reasonable term after taking out the insurance.
    c. the private employment agency shall inform the temporary agency worker on possible voluntarily renewal of the insurance policy after termination of the temporary agency contract.

Responsibilities of the private employment agency

13. The private employment agency is obliged to make clear arrangements with the temporary agency worker in the temporary agency contract concerning the nature of the employment contract, the application of the agency clause or the exclusion of the obligation to continue paying wages, the number of

working hours, the terms and conditions of employment and the CLA, before the temporary agency worker comes to the Netherlands. The private employment agency shall see to it that the temporary agency contract and the associated documents are available both in Dutch and the language of the temporary agency worker's country of origin.

14. The private employment agency is under an obligation to inform the temporary agency worker on safety and working conditions regulations at the user company in terms that the temporary agency worker can understand.
15. The private employment agency shall endeavour to provide adequate social support for the temporary agency worker.
16. At the temporary agency worker's request, the private employment agency shall permit the worker to take leave on an alternative public holiday (i.e. a day other than a public holiday as defined in Article 30), provided that the request is submitted in a timely manner.
17. a. After 26 weeks worked the private employment agency shall inform the temporary agency worker about the possibilities of following a Dutch language course and shall facilitate the course where possible. Language training is considered a form of vocational training as defined in Article 30, paragraph 3, of the previous CLA. The previous CLA refers to the collective labour agreement as referred to in Article 20a, paragraph 1.
    b. Vocational training of this temporary agency worker (as referred to in Article 30 of the previous CLA) shall at least include activities relating to facilitation of the temporary agency worker's work and stay in the Netherlands.

Effective 1 January 2027, this paragraph shall be replaced by the following paragraph:

17. After 26 weeks worked the private employment agency shall inform the temporary agency worker about the possibilities of following a Dutch language course and shall facilitate the course where possible.
18. If the private employment agency provides help in filling out forms, such as the T form (tax form) and an application for healthcare benefits, only the temporary agency worker must be the immediate beneficiary of the reimbursement. The reimbursement shall only be credited to the temporary agency worker's bank account.
19. The private employment agency cannot require the temporary agency worker to make cash payments to the private employment agency.

—

* *This includes deductions and offsets*

** *The period aligns with the payroll tax reporting period.*

*** *In this context, "wage" refers to: (i) the portion of the hourly wage subject to statutory deductions under the Minimum Wage Act (capped at 25%), (ii) the portion of the hourly wage above the statutory minimum, and (iii) other monetary wage elements such as holiday allowance, supplements, bonuses and compensation under working hours reduction scheme.*

**** *The first compensation applies to the initial four-week period of 2025, starting on 30 December 2024 (week 1 of 2025). This means the first compensation shall take place on 27 January 2025.*

Article 50 Offsetting of fines

1. Fines can only be offset against the temporary agency worker's wage if they are judicial and administrative fines payable by the temporary agency worker, in accordance with Article 7:632, paragraph 1, under a of the Netherlands Civil Code. For these purposes, 'payable' is defined as fines imposed on the private employment agency on account of the temporary agency worker breaching a legal or administrative rule.
2. If and to the extent that it does not already ensue from Appendix I to this CLA, each separate instance where a fine is offset against the wage shall be specified in writing. The private employment agency shall see to it that the temporary agency worker receives a summary of fines that may have been offset against his wage, in the language of the temporary agency worker's country of origin.

Article 51 Wage deductions

1. The temporary agency worker can authorise the private employment agency in writing to make payments from his wage on his behalf. This authorisation can be revoked at any time.
2. Deductions from the payable wage for expenses for travel to and from the temporary agency worker's home country can never exceed actual costs incurred.
3. The costs of the activities that the private employment agency performs for the social support and administrative tasks in relation to the temporary agency worker's work and stay in the Netherlands can never be deducted from the wage.
4. Any deduction from the wage must be specified on the payslip in writing. The private employment agency shall see to it that the temporary agency worker receives a summary of possible deductions, in the language of the temporary agency worker's country of origin.

Article 52 Guaranteed income

1. Temporary agency workers who come to the Netherlands to work for that private employment agency for the first time or who are recruited by a third party on the instructions of that private employment agency, are at least entitled during the first two months amounting to the full-time minimum (youth) wage, irrespective of the term of the contract or the number of hours worked ('the guaranteed income').
2. The term of the guaranteed income is reduced proportionately in case of a short project laid down contractually. The temporary agency worker must have been provided with clarity regarding the duration and conditions of the project in advance in his country of origin. The entitlement to at least an amount equivelant to the full-time minimum (youth) wage applies in full during that shorter period. If at a later stage it becomes clear that the project

does last two months or longer, a period of two months shall apply as yet in respect of which the entitlement to at least the full-time minimum (youth) wage applies.

3. The guaranteed income requirement lapses in the event a situation arises within two weeks after the start of the activities involving for example unsatisfactory performance, culpable conduct on the part of the temporary agency worker or in other cases in which a guaranteed income would not be entirely suitable and the private employment agency cannot or does not wish to employ the temporary agency worker for that reason.
4. In case of a situation as referred to in paragraph 3, the temporary agency worker shall be entitled to:
   a. A repatriation guarantee, in which connection the costs of travelling to the home country are paid by the private employment agency.
   b. The possibility of remaining for another five consecutive nights in the accommodation facilitated by the private employment agency for the account of the private employment agency.
   c. Remission of any outstanding debts, which are accrued or that arise during the first two weeks after the temporary agency worker arrives in the Netherlands, insofar as these could not be withheld and/or set off on the basis of the statutory rules. These concern debts insofar as they have been facilitated by the private employment agency and relate to:
      - transport from the home country to the Netherlands;
      - commuting;
      - housing; and/or
      - health insurance.
5. In the event the circumstances referred to in paragraph 3 materialise in the period of two weeks to two months after the start of the activities, the temporary agency worker's entitlement to the guaranteed income referred to in paragraph 1 shall continue to exist.
6. In the event the temporary agency worker's performance following the period during which the income is guaranteed constitutes a reason for not offering (new) activities, the private employment agency shall notify the temporary agency worker thereof two weeks before the end of the period of two months.
7. Income is guaranteed per four-week period. This period aligns with the payroll tax reporting period. In any calendar week where the guaranteed income level is not reached, the temporary agency worker shall receive an advance payment that ensures that the worker receives at least the equivalent of the full-time statutory (youth) minimum wage for that week. In the first and/or final week of the period over which income is guaranteed, this provision shall apply proportionally to the number of days worked during that week.

8. The full-time minimum (youth) wage refers to the minimum (youth) hourly wage multiplied by a full-time working week of 36 hours, unless the user company applies a full-time working week of more than 36 hours. In that case, the calculation is based on the full-time working hours applied by the user company.

Chapter 7 Miscellaneous

Article 53 Facilities for employees' organisations

1. *Trade union membership fee*
   The private employment agency shall, at the temporary agency worker's request, withhold his trade union membership fee for an employees' organisation from the gross wage, to the extent that is fiscally facilitated and the temporary agency worker's gross wage is sufficient. The temporary agency worker shall provide the private employment agency with a statement of the trade union membership fee to withhold from his wage.
2. *No reprisal in case of involvement in trade union activities*
   The temporary agency worker working in industries and companies where activities of employees' organisation take place (including members' meetings for CLA negotiations, work-to-rule, or strikes) shall be able to take part in such events without having to fear any reprisals from the private employment agency. The private employment agency shall take the user company to task if they take reprisals against the temporary agency worker on account of his involvement in trade union activities.
3. *Leave of executive members of a trade union and/or ambassadors*
   a. An executive member and/or ambassador of an employees' organisation is a temporary agency worker working for the private employment agency who fulfils an administrative or representative position for his employees' organisation, and who has been registered as such in writing with the management of the private employment agency by the relevant employees' organisation. For the purpose of this article, 'in writing' is defined as: 'by letter or by email'.
   b. An executive member and/or ambassador of an employees' organisation, who has been registered as such with the private employment agency, can take part in members' meetings and take vocational training for his role with the employees' organisation for a maximum of four days, while retaining his wage for those days. This also goes for taking part in members' meetings and vocational training days at the user company.
4. *Access to the workplace*
   The private employment agency shall notify the user company, when asked, of a request submitted by the representative(s) of employees' organisations to gain access to the user company's premises. The private employment agency and the user company shall each separately be available to the representative(s) to discuss matters pertaining to the temporary agency worker's work situation.
5. *Promoting and informing on the activities of employees' organisations*
   a. Employers' organisations offer employees' organisations the opportunity to, by way of CLA apps in the temporary agency work sector, inform the temporary agency worker on the affiliated employees' organisations, the

names of their representatives or contacts, and refer the temporary agency worker to further information about:
    - the views, activities, and announcements of the employees' organisation(s) with respect to the temporary agency work sector;
    - meetings of employees' organisation(s).
  b. The private employment agency shall allow employees' organisations, at their request and in all reasonableness, to:
    - use a meeting room at the private employment agency for meetings of the employees' organisation to discuss the private employment agency or the temporary agency work sector, and to maintain contact with its members working at that private employment agency;
    - inform the temporary agency worker on the nomination of members as candidates for the private employment agency's participation body;
    - to inform the temporary agency workers on the activities of employees' organisations using the private employment agency's (digital) publication channels for temporary agency workers.
6. The employees' organisations and employers' organisations referred to in this article are those that were involved in negotiating this CLA.

Article 54 SFU

1. There is a social fund within the private employment agency sector with its own social fund CLA, known as the Sociaal Fonds voor de Uitzendbranche (SFU).
2. The parties to the CLA request the Social Fund for the private employment agency sector to offer provisions to the temporary agency worker within the objectives of equivelant pay as an alternative to the entitlements that the user company's own employees have under the social fund applicable to the user company.

Article 55 Private-sector insurance to top up benefits under the Unemployment Insurance Act (WW) and Return to Work for the Partially Disabled Act (WGA)

1. The parties to the CLA participate in the Private-sector insurance to top up WW and WGA benefits - Services Sector non-(semi) public domain, sector 4 no. 07. This provides for supplementary insurance under the WW and WGA for the benefit of the temporary agency worker.
2. The amount of the premium of this insurance is determined by Stichting PAWW (and amounts to 0.1% in 2026). The private employment agency withholds the premium from the gross wage and pays it to Stichting PAWW. If the user company provides its own employee in an equivalent role with compensation for the premium to be paid, the private employment agency must apply this compensation equivalently to the temporary agency worker.

More information can be found on the foundation's website: www.spaww.nl.

The current premium is always published here and the term of gross wage is explained further.

Article 56 Complaint and/or dispute handling

1. The private employment agency and the temporary agency worker can submit a dispute to the Disputes Committee concerning:
   a. the implementation or application of this CLA; or
   b. the determination of suitable work.
2. The temporary agency worker shall report a dispute as specified in paragraph 1, under a., to the appropriate officer at the private employment agency and enter the following procedure:
   a. Within three weeks, the temporary agency worker shall enter into consultation with the officer at the private employment agency to try to reach a suitable solution.
   b. If a solution cannot be reached, the temporary agency worker can, within four weeks, lodge a complaint with the private employment agency, which then has three weeks to make a decision.
   c. If the temporary agency worker does not accept the private employment agency's decision, he has four weeks to take the dispute to the Disputes Committee.
3. In case of a dispute over the determination of suitable work as specified in paragraph 1, under b., the subsequent procedure shall be as follows:
   a. Within one week, the temporary agency worker shall enter into consultation with the officer at the private employment agency to try to reach a suitable solution.
   b. If a solution cannot be reached, the temporary agency worker can, within one week, lodge a complaint with the private employment agency, which then has two weeks to make a decision.
   c. If the temporary agency worker does not accept the private employment agency's decision, he has two weeks to take the dispute to the Disputes Committee.
4. The Committee regulates its working manner in its regulations. These also govern the composition of the Committee that shall deal with a dispute. The Dispute Committee's regulations are available on www.abu.nl / www.nbbu.nl / www.vvdn.nl.

Article 57 Merger code

In the event of an intended merger or reorganisation, the private employment agency shall notify the relevant employees' organisations, in accordance with the current SER Merger Code, in a timely manner and enable them to issue advice.

Article 58 Compliance

1. The parties to this CLA have established the Foundation for Compliance with the *Collective Labour Agreement for Temporary Agency Workers* (SNCU).
2. The SNCU's charter and regulations have been laid down in the *Collective Employment Agreement Social Fund for the Temporary Employment Sector.*
3. The SNCU must ensure general and full compliance with the provisions of the CLA and is authorised by the parties to the CLA to do everything to that end that may be useful and necessary.
4. The private employment agency is obliged to demonstrate, in the manner indicated in regulations drawn up by the SNCU for that purpose, that the provisions of the *Collective Labour Agreement for Temporary Agency Workers* are strictly complied with.

Article 59 Dispensation

1. At the request of parties to another CLA, the parties to this CLA may grant dispensation from application of (the provisions of) the CLA, subject to conditions to be set by the parties to the CLA, which are included in Appendix VI to this CLA. Verification of compliance with the CLA (provision) submitted for dispensation by SNCU shall in any case be set as a precondition for dispensation.
2. A written request stating the reasons for dispensation in respect of (the provisions of) the CLA should be submitted to the Dispensation Committee, at the following address: Singaporestraat 74, 1175 RA Lijnden, The Netherlands or at dispensatiecommissie@abu.nl.
3. The Dispensation Committee rules on a dispensation request on behalf of the parties to the CLA.

Article 60 Temporary agency workers with a foreign employment contract (Posted Workers in the European Union Act)

Contrary to Article 2, second paragraph of this Act (Article 2a, first and fourth subsection of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act, workers who have been posted, and who have also been posted within the meaning of Article 1, first subsection, part 3, of the Employment Conditions (Posted Workers in the European Union) Act, are entitled at least to the terms of employment on the basis of the provisions of the collective labour agreement declared universally binding which the service provider is required to apply, with the exception of the provisions relating to procedures, formalities and conditions of the conclusion and termination of the employment contract and concerning additional occupational pension schemes.

Article 61 Amendments

1. If laws or regulations change, the parties to the CLA shall amend the CLA accordingly, including on an interim basis if necessary.
2. If further developments arise during the term of the CLA that affect its content, the parties to the CLA shall enter into discussions and, where appropriate, amend the CLA on an interim basis as well. Grounds for discussion and possible amendments to the CLA include, at minimum:
   a. developments relating to labour migration, in particular the politically and socially desired separation between living and working arrangements. The CLA provisions on labour migration, especially those concerning accommodation, shall be evaluated by the parties to the CLA in 2026;
   b. unforeseen effects in the application of the CLA. The parties to the CLA shall monitor how the CLA is applied and, where necessary, make additional arrangements to prevent undesirable effects;
   c. the parties to the CLA shall monitor the practical feasibility of the CLA and, where necessary, make supplementary arrangements to ensure proper and workable execution.

Appendices

Appendix I Payslip

When wages are paid, the private employment agency shall issue the temporary agency worker with a written payslip. At his request, the temporary agency worker shall receive a print copy of the payslip.
The payslip must comply with Article 7:626 of the Netherlands Civil Code and must include the following elements, amongst others:

a. the wage amount;
b. the amounts that comprise the wage:
c. the wage deductions;
d. gross hourly wages;
e. the number of hours worked;
f. the supplements paid on the hourly wage itemised by supplement type (both in percentages and in euros) and hours;
g. the name of the private employment agency;
h. the name of the temporary agency worker;
i. if possible, the name and address of the user company;
j. where applicable, the job classification at the user company;
k. the wage paid;
l. the statutory minimum hourly wage;
m. an explanation of abbreviations used;
n. any further deductions. If deductions are made from the wage other than on the basis of law or this CLA, this shall only be implemented in consultation with the temporary agency worker and shall be itemised on the payslip.

Appendix II Pension

To follow

Appendix III Job classification and job level

1. The method used to classify a temporary agency job into a job category of the CLA wage structure is based on the *Temporary agency worker job classification handbook* as further specified in Appendix IV of the *CLA for Temporary Agency Workers 2021-2023*, published in *Government Gazette* No. 18667 of 30 August 2022.
2. The *Temporary agency worker job classification handbook* specifies reference jobs with a job profile for each job. Each job profile is assessed and subsequently classed in a job category.
3. The *Handboek functie-indeling uitzendkrachten (Temporary agency worker job classification handbook)* is available for download on the ABU and NBBU websites and the websites of the various employees' organisations. The handbook specifies reference jobs, but the temporary agency work sector uses many more job titles than are listed here. To make it easier to find the right reference job, the handbook provides a finder tool. For each field of work, the first column of the finder lists a large number of reference jobs that are commonly used in the temporary agency work sector, in alphabetical order. The second column lists commonly used alternative job titles in each field of work. The third column lists the matching job level.

Job classification procedure

4. a. The temporary agency worker is classified based on the most recent work he has performed.
   b. This work, i.e. the job, is made up of the activities, responsibilities, and authorisations that have been assigned to the temporary agency worker.
   c. The job is classified based on a comparison to the reference jobs. Further details on this procedure are provided in the *Temporary agency worker job classification handbook*.
   d. The temporary agency worker can lodge an objection against his job classification. The procedure for handling complaints and/or disputes is set out in Article 56 of this CLA.

Appendix IV Housing standards

1. The private employment agency's records include an up-to-date list of all housing facilities, including the number of occupants.
2. The following forms of housing are permitted:
   a. a normal house;
   b. a hotel/guest house;
   c. housing units in a building;
   d. chalets/housing units;
   e. housing at a recreation park;
   and other forms of housing designated by the Stichting Normering Flexwonen (SNF).
3. The housing facilities listed under a. (normal house) and c. (housing units in a building) must offer at least 12 m^2 of usable floor area*. The other housing facilities listed under b. (hotel/guest house), d. (chalets/housing units) and e. (housing at a recreation park) must offer at least 10 m^2 of private living space per person.
4. The supervisory body may inspect the housing facility to check the safety and hygiene of the housing.
5. The following must be available at the housing facility:
   a. one toilet per eight persons;
   b. one shower per eight persons;
   c. 30-litre fridge/freezer space per person;
   d. at least four burners on a cooker, whereby there must be at least one burner per two persons when there are more than eight persons in the unit, and at least 16 burners for over 30 persons;
   e. six-litre fire extinguisher.
6. The housing facility must have an information notice on the wall. This notice must be set in the language of the occupants' country of origin. The information notice must at least provide the following information:
   a. emergency telephone number 112;
   b. telephone numbers for their own handler, the local police, and the fire service;
   c. an abridged version of the house rules;
   d. an evacuation plan and emergency procedure;
   e. contact details for the (internal or external) manager of the housing facility.
7. Someone must be available 24 hours a day to deal with emergencies.
8. If the supervisory body finds a locked bedroom on one of its inspections, they can decide to order another inspection of the housing facility.
9. All fire extinguishers at the housing facility have been inspected and the inspection is valid. There must be clear instructions on the fire extinguisher. There must be a fire extinguisher within five metres from the area where occupants do their cooking. Aside from that, there must be a fire blanket in the kitchen.
10. Functional smoke and CO detectors must have been installed at the right location.

Appendix V Price-Quality System (PKS) for housing

Article 49 refers to a PKS for determining the maximum total housing costs that may be charged. The PKS distinguishes between basic conditions (the minimum standard set by SNF) and additional conditions. As of 1 July 2024, compliance with the basic conditions corresponds to a base amount of €109.44. This amount is indexed in line with changes to the statutory minimum wage, starting from the effective date of 1 January 2025. For each (additional) point, this amount is increased by €0.90. This amount shall also be indexed annually from 1 January 2026 based on changes to the statutory minimum wage.
The amounts include VAT, water, electricity, gas, bedding, check-in, check-out and home insurance, but not include local levies, food and beverages.

The parties to the CLA have set the aforementioned amounts for the period from 1 January 2026 to 31 December 2027 in accordance with the table below. These amounts will not be indexed during this period.

1 January 2026 – 31 December 2027	base amount € 127,88	price per point € 1,00	maximum amount € 159,85

The temporary agency worker receives confirmation stating the number of points assigned to their accommodation as well as the corresponding price.

In the event of deviations to the disadvantage of the temporary agency worker, the private employment agency must retroactively compensate all workers at the location for any overpaid amounts. If the same deviations occur again at the same location, the aforementioned compensation shall apply with an additional 100% compensation.

The calculation model is available on www.abu.nl/kennisbank/arbeidsmigratie/prijs-kwaliteitssysteem-voor-huisvesting-arbeidsmigranten-per-1-januari-2025/

Basic conditions

# persons per bedroom	Score: # persons per bedroom	# persons per kitchen	Score: # persons per kitchen
1	20	1	10
Studio 2	8	2	8
2	0	3	6
		4	4
		5	2
		6	0
		7	0
		8	0

# persons per shower	Score: # persons per shower	# m2 usable floor area	Score: # m2 usable floor area
1	10	12	0
2	8	13	0
3	6	14	0
4	4	15	2
5	2	16	4
6	0	17	6
7	0	18	8
8	0	>18	10

# m2 sleeping area/person	Score: # m2 sleeping area/person	# persons per toilet	Score: # persons per toilet	# WiFi	Score: # WiFi
3.6	0	1	10	nee	-10
4	0	2	8	ja	0
4,5	0	3	6		
5	2	4	4		
5,5	4	5	2		
6	6	6	0		
6,6	8	7	0		
7,5	10	8	0		

Additional conditions

# management (on-site presence/availability)	Score: # management (on-site presence/availability)	Energy label	Score Energy label
> 40 hours on-site	4	A	5
< 40 hours on-site	0	B	3
		C	2
		D	0
		E	0
		F	0
		G	0

Region / Location	Score Regio	Provinces
Regio 1	3	Noord-Holland, Zuid-Holland, Utrecht
Regio 2	2	Groningen, Noord-Brabant, Gelderland, Flevoland, Zeeland
Regio 3	0	Limburg, Overijsel, Drenthe, Friesland

Appendix VI Dispensation

1. The parties to the CLA have implemented the advice issued by the Labour Foundation for the parties to a collective labour agreement for a particular industry to make their own rules for dispensation. For this reason, Article 59 has been included in the CLA.

Composition of the Dispensation Committee

2. The Dispensation Committee is made up of a minimum of four members, assisted by an independent secretary. At least two of the members shall be appointed by the Federation of Private Employment Agencies (ABU), and at least two members shall be appointed by the party or parties on the employees' side. The secretary and his possible deputy shall be appointed by the Federation of Private Employment Agencies.

Procedure

3. Parties submitting a dispensation request must do so in writing to the Dispensation Committee. The Dispensation Committee can be contacted at Singaporestraat 74, 1175 RA Lijnden, The Netherlands or at dispensatiecommissie@abu.nl.
4. Requests must be made with reference to the CLA for which dispensation is sought, stating the reasons for dispensation, substantiation of equivalence to the *Collective Labour Agreement for Temporary Agency Workers* and including the details of all the parties to the CLA involved.
5. The Dispensation Committee is free to require parties to provide further written documents.
6. Within eight weeks after having received the complete file for the dispensation request, the Dispensation Committee shall issue a written decision, stating the reasons behind the decision.
7. If necessary, the Dispensation Committee may extend the term specified in paragraph 6 of this article by four weeks, albeit only once.

Dispensation request assessment criteria

8. The Dispensation Committee shall assess a dispensation request against the following criteria:
   a. The dispensation request must have been submitted by the joint parties to another legally valid collective labour agreement.
   b. The parties requesting dispensation must be sufficiently independent from each other, as formulated in the assessment framework for orders declaring CLA provisions binding on an entire industry, effective date: 01/01/1999; as most recently amended in *Staatscourant* (*Government Gazette*) 2024, 20171.
   c. The collective labour agreement for which dispensation is requested must, on the employees' side, have been entered into by at least one party who is directly involved in the ABU CLA.
   d. The collective labour agreement for which dispensation is requested must not be in breach of the law.

e. The collective labour agreement proposed for dispensation must at least be equivalent to the *Collective Labour Agreement for Temporary Agency Workers*.
f. The request must be adequately substantiated.

Decision to grant dispensation

9. Dispensation shall at most be granted for the term of the collective labour agreement or for the duration of the provision(s) that is or are proposed for dispensation. The validity term of the dispensation is furthermore capped at the term of the current *Collective Labour Agreement for Temporary Agency Workers*.
10. Dispensation shall be granted only on the condition that the SNCU can audit compliance with the collective labour agreement for which dispensation has been requested.

For the purpose of this appendix, 'in writing' is defined as: 'sent by letter or by email'.

Protocol Agreements

Agreements on cessation of temporary agency work

1. When concluding the CLA, the parties to the CLA have maintained the existing provisions regarding:
   a. the accrual of holiday allowance and holiday days during periods in case of cessation of temporary agency work (Article 40);
   b. continued payment of wages during illness (Article 41) in case of cessation of temporary agency work.

   The parties to the CLA shall enter into discussions and further examine what level is appropriate for the future, after which the CLA may be amended (interim or otherwise).

Heavy Work Scheme

2. a. The parties to the CLA are open to joining heavy work schemes in other sectors, provided this is feasible and practicable.
   b. The parties to the CLA shall explore the possibility of implementing their own heavy work scheme.
   c. The parties to the CLA wish to extend the existing participation in the Heavy Work Scheme for the construction and Infrastructure Industry by one year. After that, they shall assess whether further extension is desired.

ABU

Employees' Organisation

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Employers' Organisation

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You can also down load the CLA for Temporary Agency Workers as an app.

ANDROID APP ON Google play

Download on the App Store