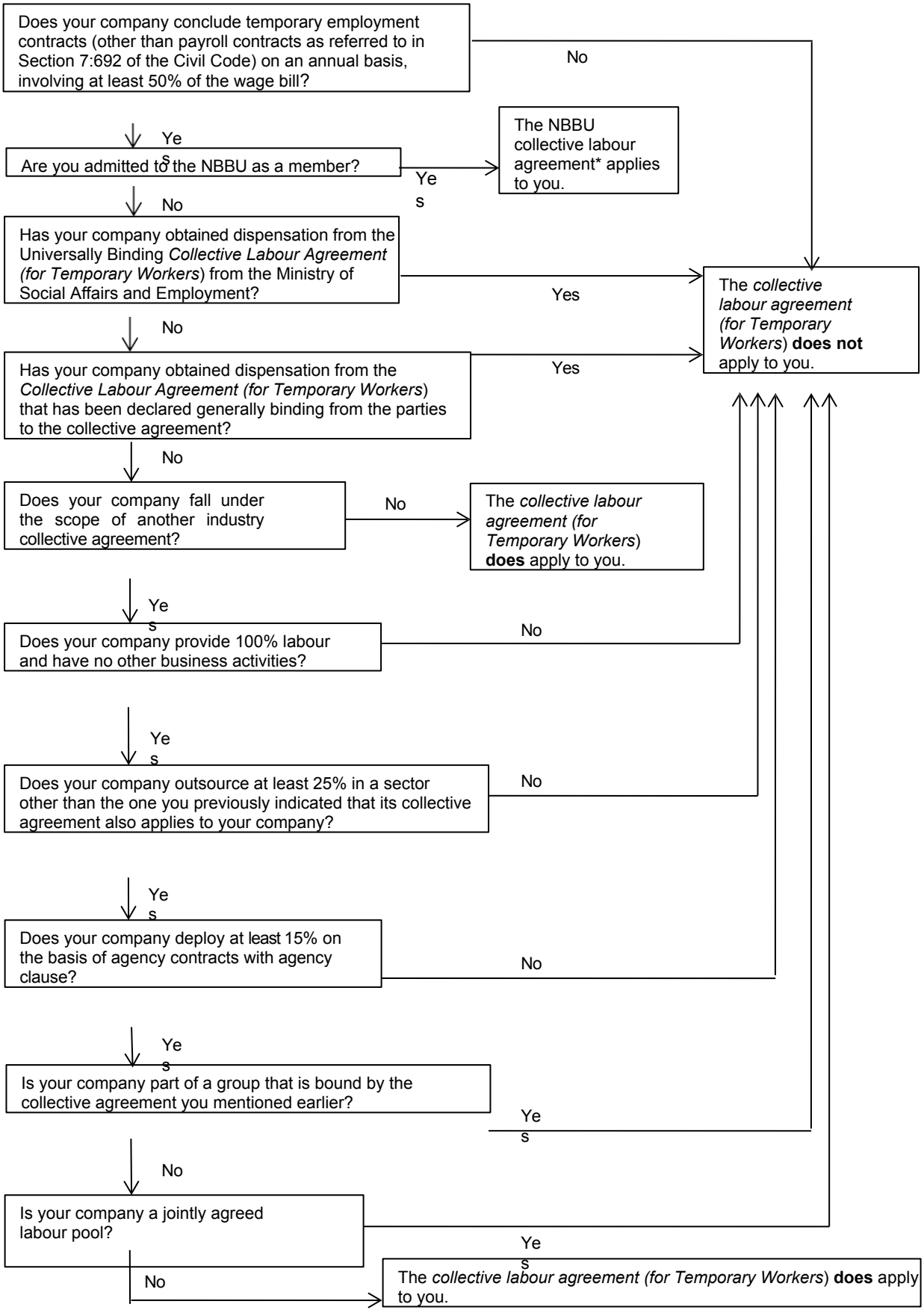
Chapter 1			**General**
Article 1 Scope			
1.	The collective labour agreement applies to the temporary employment contract, with effect from 1 January 2020 not being a payroll contract as referred to in Section 7:692 of the Netherlands Civil Code, between temporary workers and a temporary employment agency, if and insofar as the size of the temporary employment wage sum is at least 50% of that temporary employment agency's total annual premium wage due, subject to dispensation pursuant to Article 59 of the collective labour agreement.		
2.	The collective agreement does not apply to employers admitted as members to the Dutch Union of Intermediary and Temporary Employment Agencies (NBBU)*. A list of these members can be found on the NBBU website.		
3.	The collective agreement does not apply to the temporary employment agency, which falls under the scope description of another sectoral collective agreement, unless that temporary employment agency meets the cumulative requirements set out in paragraph 4.		
4.	The collective agreement continues to apply, notwithstanding the provisions of paragraph 3, to the temporary employment agency that meets the following cumulative requirements:		
	a.	the temporary employment agency's business activities consist exclusively of supplying workers as meant in Section 7:690 of the Netherlands Civil Code, and	
	b.	the labour force (temporary workers) of that employer is involved, for at least 25% of the wage bill, or at least of the relevant quantitative criterion (such as working hours) used in the relevant collective agreement, in work performed in any other branch of business than defined in the scope of that other collective agreement, and	
	c.	the employer hires out at least 15% of the total annual wage bill liable to pay contributions on the basis of agency work employment contracts with agency clause, as referred to in Section 7:691(2) of the Netherlands Civil Code, as further defined in Appendix 1, pertaining to Article 5.1 of the Regulation of the Minister of Social Affairs and Employment and the State Secretary for Finance of 2 December 2005, Social Insurance Directorate, No SV/F&W/05/96420, for the implementation of the Social Insurance (Funding) Act (Wfsv), published in *Government Gazette* No 242 of 13 December 2005. From the date of this decree coming into force, the temporary employment agency has fulfilled this criterion if and to the extent determined by the implementing institution, and	
	d.	the temporary employment agency is not part of a group that is bound directly or through a declaration of universal applicability to the other collective agreement in question, and	
	e.	the temporary employment agency is not a jointly agreed labour pool.	
5.	*CLA Construction & Infra*		
	a.	The *Collective Labour Agreement for Temporary Agency Workers* does not apply to private employment agencies that supply workers for more than 50% of the annual wage bill to employers within the meaning of the Collective Labour Agreement for Construction & Infrastructure.	
	b.	The temporary employment agency that is a member of the ABU or the NBBU or has been dispensed from the Collective Labour Agreement for Construction & Infra, which has been declared generally binding, shall, contrary to sub a and in accordance with paragraph 1 of this article, be subject to this collective agreement.	
** NBBU members are subject to the NBBU CLA, which contains the same terms and conditions of employment in terms of content as the ABU CLA.*			
*** In the collective agreement, persons are referred to in the masculine form at all times. This is merely a stylistic choice.*			

Does the collective agreement apply to your company? (schematic)
No rights can be derived from this schedule.



Article 2 Definitions	
In this collective agreement, the following definitions apply:	
a	**Collective Labour Agreement parties**: parties to the *Collective Labour Agreement for Temporary Agency Workers*, namely the ABU and the LBV;
b.	**the collective agreement**: the present collective agreement, including all its annexes;
c.	**basic pay**: the period wage with the client, excluding holiday allowance, bonuses, allowances, overtime, etc;
d.	**remuneration**: the total terms and conditions of employment applicable to the temporary worker under this collective agreement;
e.	**usual 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 worker's work. This does not include expense allowances and no wage elements that are conditional (such as a profit allowance);
f.	**equivalent pay**: the equivalent terms and conditions of employment as referred to in Article 21 (equivalent pay) of this collective agreement;
g.	**week worked**: any week in which actual agency work was performed, regardless of how many hours worked. Weeks in which the temporary worker enjoys paid holidays also count, regardless of how many holiday hours have been taken;
h.	**assignment**: the agreement between the principal and the temporary employment agency regarding the posting of a temporary employee to the principal;
i.	**principal**: the person to whom a temporary worker is made available by the temporary employment agency;
j.	**written**: in writing or made available digitally - by electronic means. If information is provided via an electronic environment, the documents made available on it must be downloadable by the temporary worker. The temporary employee must be informed at least one month in advance when the electronic environment is closed or the documents made available on it are deleted;
k.	**posting**: the temporary worker's employment with the principal;
l.	**temporary employment clause**: the clause referred to in Section 7:691(2) of the Netherlands Civil Code and Section 18(1) of this collective agreement;
m.	**temporary worker**: a person who enters into a temporary employment contract with the temporary employment agency;
n.	**temporary employment agency**: the person who posts a temporary employee to (deploys to) a principal;
o.	**temporary employment contract**: the employment contract within the meaning of Section 7:690 of the Netherlands Civil Code, in which the temporary employee is deployed by the temporary employment agency on the basis of an assignment to perform work under the principal's management and supervision;
p.	**week**: the week starts on Monday at 0.00 and ends on Sunday at 24.00.

Article 3 Duration, extension and termination, interim termination/modifications	
1.	The collective agreement has a term from 1 January 2026 to 31 December 2028.
2.	If none of the parties to the collective agreement has terminated the provisions of the collective agreement by registered letter before the end of the term, those provisions will be extended for a period of one year.
3.	The parties agree to terminate only if the possibilities of reaching a new collective agreement have been exhausted. Termination can take place without notice by the end of the term. After termination, this collective agreement will be extended for a period of one year and the parties will use that year to examine how a new collective agreement can still be reached. become.

Article 4 Rights and obligations upon registration	
1.	When registering with the employment agency, the candidate indicates whether he wants to be considered for work.
2.	Registration does not entail an obligation for both the temporary employment agency and the candidate to offer or accept temporary work.
3.	Upon registration, the candidate shall provide the requested information regarding his employment history.

	Requested information includes information on education, work experience and competences with the previous client(s), in connection with being able to carry out the grading with the client referred to in Article 25.
4.	If the information shows that the temporary employment agency could be considered as a successor employer as referred to in Article 15, the candidate shall, upon request, provide information about the transitional allowance paid to him and the temporary employment agency may withdraw the offer before the start of the temporary work.

Article 5 Obligations of the temporary employment agency	
1.	The temporary employment agency rejects any form of discrimination.
2.	Before entering into the temporary employment contract, the temporary employment agency provides the temporary worker with a written copy of the collective agreement.*
3.	The provisions of the collective agreement are so-called minimum provisions. Deviation from the collective agreement and its annexes is only allowed if it is to the advantage of the temporary worker.
4.	At the request of the temporary agency worker, the private employment agency shall provide a statement of the number of agency work employment contracts concluded with the temporary agency worker and the dates on which they commenced and ended. This statement shall also show what temporary work the temporary employee has performed and for which client(s) he has worked. The data will be provided for as long as the temporary employment agency may dispose of this data in accordance with the time limits that follow from the General Data Protection Regulation (GDPR).
**The ABU-CAO and NBBU-CAO can be downloaded as an app.*	

Article 6 Obligations of the temporary worker			
1.	Pursuant to the temporary employment contract with the temporary employment agency, the temporary employee performs his work under the client's management and supervision.		
2.	The temporary worker must comply with reasonable regulations of both the temporary employment agency and the principal regarding the performance of the work.		
3.	If the temporary worker behaves undesirably, violates procedures or reasonable regulations, the temporary employment agency may impose one or more of the following sanctions:		
	a.		warning;
	b.		suspension, possibly without pay; and/or
	c.		dismissal (summarily if necessary).

Chapter 2 Legal status and flexibility

Article 7 Availability and exclusivity	
1.	The temporary worker is free to accept work elsewhere unless the temporary worker has indicated to the temporary employment agency to come to work where there is clarity about the day(s), (expected) time(s) and (expected) number of hours of work.
2.	Temporary workers with a temporary employment contract with compulsory continued payment of wages (as referred to in article 39 of this collective agreement) may change the availability indicated at the start of the temporary employment contract after consultation with the temporary employment agency. In doing so, the modified availability must always remain sufficient for the temporary employment agency to be able to deploy the temporary worker for the agreed working hours to which the continued payment of wages obligation applies. For this purpose, the requested availability must be in reasonable proportion to the agreed working hours for which the obligation to continue to pay wages applies, both with regard to the day(s), time(s) and number of hours, as well as their distribution.

Article 8 Scheduling
If no fixed working hours have been agreed, the temporary worker is given the opportunity to state his availability before scheduling. This availability is leading when scheduling and can only be changed with the agreement of the temporary worker.

Temporary workers cannot be required to be available for more than can be reasonably justified on the basis of their agreed working hours.

Article 9 Call term and call rules	
1.	If a shorter call-up period than the statutory period of four days applies to the employee at the user company who performs an equal (worthy) job as the temporary worker, the temporary employment agency may also apply this shorter period.
2.	If use is made of paragraph 1, the temporary employment agency shall inform the temporary worker accordingly.

Article 10 Quarterly, annual hours standard or standard over another period	
1.	If the user company has an annual or quarterly hours standard for the employee who performs a similar or equivalent job to the temporary agency worker, or a standard over another period that includes several pay periods, the private employment agency may also apply to the temporary worker. This fulfils Section 11(2) of the Minimum Wage and Minimum Holiday Allowance Act.
2.	If use is made of paragraph 1, the temporary employment agency shall inform the temporary worker accordingly.

Article 11 Time-for-time	
1.	The temporary employment agency can make use in a similar manner of the time-for-time scheme that the client has for the employee employed by the client who performs an equal (worthy) function as the temporary employee. This gives substance to Article 13a, paragraph 3 of the Minimum Wage and Minimum Holiday Allowance Act. Any balance of more or less hours outstanding at the end of the assignment will be paid after the end of the assignment settled.
2.	If use is made of paragraph 1, the temporary employment agency shall inform the temporary worker accordingly.

Article 12 Time accounting	
1.	The temporary employment agency shall inform the temporary worker on how to account for the hours worked. This time accounting shall include the number of normal, bonus and/or overtime hours and shall be recorded in writing.
2.	The time registration form shall be completed truthfully. The temporary worker shall have access to the original time sheet and shall receive a copy thereof on request.
3.	In a dispute over timekeeping, the burden of proof on the number of hours worked lies with the temporary employment agency.

Article 13 Commencement of temporary employment contract		
1.	In the temporary employment contract, the temporary employment agency and the temporary worker make written agreements on job, working hours, pay and the form of the temporary employment contract if referred to in paragraph 3, in compliance with the collective agreement.	
2.	The temporary employment contract commences at the time the temporary worker actually commences the agreed work, unless otherwise agreed in the temporary employment contract.	
3.	A temporary employment contract can come in two forms:	
	a.	the agency contract with agency clause: A temporary employment contract with temporary employment clause is concluded for a fixed period, for the duration of the posting and up to the end of phase A/1-2*.
	On the day on which sections 7:691 and 7:668a of the Civil Code were amended by the More Secure Flexible Workers Act, sub a shall be replaced by the following.	
	a.	the agency contract with agency clause:

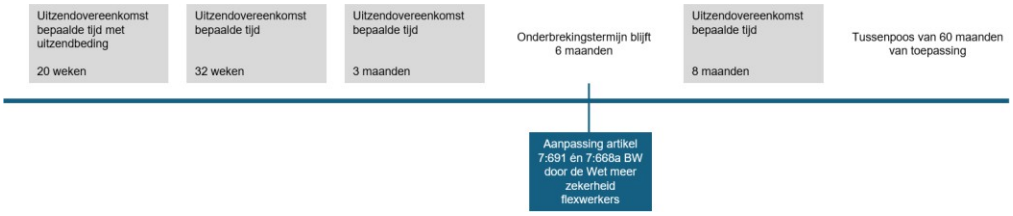
		A temporary employment contract with temporary employment clause is entered into for a fixed term, for the duration of the posting and up to the period referred to in 7:691(1) of the Civil Code.
	b.	the agency contract without an agency clause: A temporary employment contract without an agency clause is concluded for a definite or indefinite period. A temporary employment contract without a fixed-term clause may be concluded for a fixed period or for the duration of a project, the end of which must be objectively determinable. A temporary employment contract without an agency clause is also referred to as a secondment agreement.
** Where this collective agreement refers to phases A, B and C, the temporary employment agency may also choose to designate 1-2 (for phase A), 3 (for phase B) and 4 (for phase C).*		

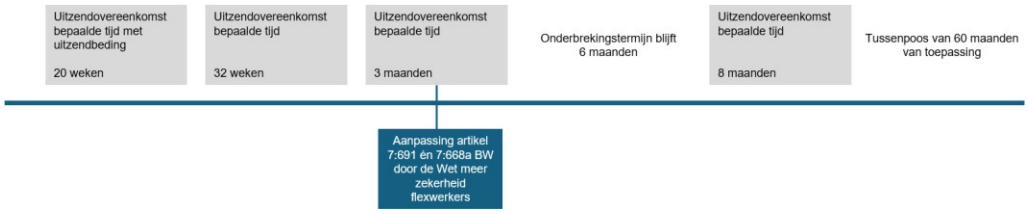
This article applies until the day on which sections 7:691 and 7:668a of the Civil Code are amended by the More Security for Flex Workers Act.		
Article 14 Legal status		
Phase A		
1.	a.	Temporary workers work in phase A as long as they have not yet worked in more than 52 weeks for the same temporary employment agency.
	b.	Expired.
	c.	The 52 weeks in phase A are counted through (only weeks worked and paid holiday weeks count, in accordance with Article 2 g), as long as there is no break of more than six months between two temporary employment contracts. If an interruption of more than six months does occur, the counting of phase A starts again.
	d.	A temporary employment contract following within a month of a previous temporary employment contract with the same temporary employment agency and the same client can only be entered into for the minimum duration of four weeks.
Phase B		
2.	a.	Temporary agency workers work in phase B once the agency work employment contract is continued after the completion of phase A*, or a new agency work employment contract is concluded within six months of the completion of phase A with the same private employment agency.
	b.	Phase B lasts up to three years and a maximum of six agency contracts without an agency clause can be agreed in this phase.
	c.	In phase B, the temporary agency worker always works on the basis of a fixed-term agency work employment contract without agency clause, unless an open-ended agency work employment contract without agency clause has been expressly agreed.
	d.	The three-year period and the number of six agency work employment contracts without an agency clause (as referred to in subsection b) shall continue to be counted as long as there is no break of more than six months between two agency work employment contracts. The interruption period will be counted in that case. If there is an interruption of more than six months between two temporary employment contracts, the counting of phase A starts again.
Phase C		
3.	a.	Temporary agency workers work in phase C as soon as the agency work employment contract without agency clause is continued after the completion of phase B, or if a new agency work employment contract is concluded with the same private employment agency within six months of the completion of phase B.
	b.	In phase C, the temporary worker always works on the basis of an open-ended temporary employment contract without an agency clause.
	c.	If the temporary worker returns for an indefinite period after termination of an agency work employment contract without agency clause and there is an interruption of six months or less, the temporary worker is working on the basis of an agency work employment contract in phase C. If there is a break of more than six months, the counting of phase A starts again.
4.	The counting in the phases continues if the temporary worker transfers to and enters the service of another temporary employment agency within the same group, unless the new temporary employment agency shows by means of the registration, application or other facts and circumstances that this occurred on the initiative of the temporary employee. Group means the group as referred to in Section 2:24b of the Netherlands Civil Code.	

5.	The temporary worker and the temporary employment agency may deviate from the phase system as described in this article for the benefit of the temporary worker.
**Weeks worked before 1 January 2023 53rd to 78th in phase A do not count in duration and number of temporary employment contracts in phase B.*	

On the day on which sections 7:691 and 7:668a of the Civil Code were amended by the More Security for Flex Workers Act, section 14 will be replaced by the following section.		
Article 14 Legal status		
1.	This collective agreement uses a phase system* to determine the legal status of temporary employees. This phase system is in line with the law (Book 7 Title 10 of the Netherlands Civil Code), which regulates the legal status of temporary workers. Temporary employee and temporary employment agency may deviate from the phase system and the law with regard to the legal status in favour of the temporary worker.	
Phase A		
2.	a.	Phase A is the period preceding Article 7:668a of the Civil Code, as referred to in Article 7:691(8) of the Civil Code. Phase A lasts 52 worked weeks in accordance with Article 7:691(1) of the Civil Code. For the count of 52 weeks worked counts not only weeks worked but also paid holiday weeks.
	b.	In phase A, the temporary worker works on the basis of a fixed-term temporary employment contract with or without an agency clause.
	c.	The application of the agency clause and/or exclusion of continued payment of wages in accordance with Sections 7:691(2) and 7 of the Netherlands Civil Code must be in writing in the agency work employment contract recorded.
	d.	A temporary employment contract following within a month of a previous temporary employment contract with the same temporary employment agency and the same client can only be entered into for the minimum duration of four weeks.
Phase B		
3.	a.	Phase B is the period referred to in Sections 7:668a and 7:691(8) of the Netherlands Civil Code during which the temporary worker works on the basis of a fixed-term temporary employment contract without an agency clause. Phase B lasts two years.**
	b.	A maximum of six fixed-term temporary employment contracts may be agreed in phase B in accordance with Sections 7:668a and 7:691(8) of the Netherlands Civil Code. The agency clause cannot be applied in phase B.
Phase C		
4.	Phase C is the period in which the temporary worker works after phase B has been completed. In phase C, the temporary worker works on the basis of an open-ended temporary employment contract without an agency clause.	
5.	The counting in stages continues if the temporary worker transfers to and enters the service of another temporary employment agency within the same group, unless the new temporary employment agency shows, on the basis of the registration, job application or other facts and circumstances, that this occurred on the initiative of the temporary employee. Group means the group as referred to in Section 2:24b of the Netherlands Civil Code.	
Interval		
6.	The statutory interval of 60 months referred to in 7:668a BW and 7:691 BW shall apply, as well as the reduced interval for the exceptional cases.	
Exception for temporary workers in vocational training and underage temporary workers		
7.	The temporary worker who:	
	a.	entered into a temporary employment contract in connection with a vocational training course as referred to in Section 7.2.2. of the Education and Vocational Training Act; or
	b.	has a temporary employment contract, has not yet reached the age of 18 and has an average workload of up to 12 hours per week;
	shall, contrary to the provisions of paragraph 2, continue to work in phase A and the duration of phase A shall be extended for as long as the temporary agency worker falls under sub a or b of this paragraph. In this case, the agency clause and the exclusion of continued payment of wages may only be declared applicable during the first 52 weeks of phase A.	
8.	Once the temporary worker no longer falls under paragraph 7(a) or (b), the following shall apply:	

	a.	if the number of weeks worked in phase A at that time is less than 52 weeks, the counting continues within phase A.
	b.	if the number of weeks worked in phase A at that time is 52 weeks or more, the temporary worker starts at the beginning of phase B.
9.	If the temporary agency worker falls under paragraph 7 under a or b at the time of working in phase B, the counting for phase B as referred to in paragraph 3 under a and b stops.	
Exception for AOW-eligible temporary worker		
10.	A pension-eligible temporary worker is a temporary worker who reaches or has reached the pension-eligible age.	
11.	Notwithstanding paragraph 3, for temporary agency workers who are entitled to a pension, phase B lasts four years, during which period a maximum of six fixed-term agency work employment contracts may be agreed.	
12.	If the temporary employment contract is terminated by operation of law because the temporary worker has reached the age on which he is entitled to state pension (AOW) and the temporary worker entitled to state pension (AOW) starts working for the temporary employment agency again within 60 months of such termination, his legal status as follows:	
	a.	If the AOW-eligible temporary worker was in phase A, the count will continue within phase A.
	b.	If the AOW-eligible temporary worker was in phase B or C, he starts at the beginning of phase B and the counting in phase B starts again.
13.	If successive employership applies and the temporary agency worker entitled to a pension continues his work through the private employment agency, his legal status will be as follows determined:	
	a.	If the AOW-eligible temporary worker has not built up any relevant employment history after reaching the AOW entitlement age, he starts at the beginning of phase A.
	b.	If the relevant employment history accrued by the temporary worker entitled to state pension after reaching the age of entitlement to state pension is less than 52 worked weeks, then this employment history is fitted into phase A, after which the counting continues within phase A.
	c.	If the relevant employment history accrued by the temporary agency worker entitled to a state pension after reaching the age of 65 is 52 or more weeks worked, the temporary agency worker entitled to a state pension starts at the beginning of phase B.
	For the meaning of relevant employment history, see Article 15(1) (successive employership).	
Legal transitional law		
Interval		
14.	The six-month interruption period applicable before the date of entry into force of this article shall continue to apply to temporary employment contracts entered into before that date. For temporary employment contracts concluded on or after the date of entry into force of this Article, the new interval referred to in paragraph 6 of this Article shall apply. All in accordance with the statutory transitional law.***	
Phase B		
15.	a.	For fixed-term temporary employment contracts in phase B entered into before the date of entry into force of this article, the term of three years apply to phase B.
	b.	In this case, the fixed-term temporary employment contract ends by operation of law on the agreed end date, unless the period of three years is exceeded earlier. In that case, the temporary worker shall move to phase C by operation of law at that time.
	c.	If a new temporary employment contract is entered into after the temporary employment contract referred to in (a), it is no longer subject to the transitional law.
** Where this collective agreement refers to phases A, B and C, the temporary employment agency may also choose to designate 1-2 (for phase A), 3 (for phase B) and 4 (for phase C).*		
*** Weeks worked before 1 January 2023 53rd to 78th in phase A do not count in duration and number of temporary employment contracts in phase B.*		
**** Schematic representation of the transitional law regarding the interval:*		

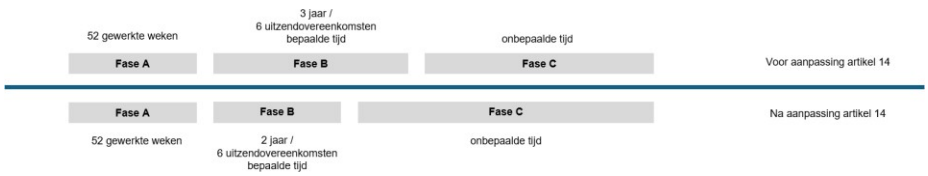




Explanation of phase system

The legal status system for temporary workers, the phase system, is curtailed. The phase system has three phases (A, B and C) and, before this article came into force, the temporary employment agency was able to post for four years before an employment contract for an indefinite period arises between the temporary worker and the temporary employment agency. This is reduced to three years, where:

- *Phase A lasts 52 worked weeks;*
- *Phase B consists of a two-year period; and*
- *phase C concerns the phase in which the temporary worker is employed for an indefinite period.*



Phase A

Phase A refers to the period referred to in Article 7:691 of the Civil Code. Phase A is the precursor to the statutory chain rule. Phase A lasts for 52 worked weeks. This means that only the weeks worked count towards completing phase A. This counting continues as long as there has been no interruption of more than 60 months. Interruption periods do not count towards the count.

Because it is counted with weeks worked, phase A can last longer than 52 weeks. However, if work is done continuously, phase A lasts 52 weeks. To count 52 weeks worked, not only weeks worked count, but also paid holiday weeks.

In phase A, an unlimited number of agency work contracts may be concluded and the agency clause may be applied. Exclusion of continued payment of wages may also be agreed.

The temporary employment clause is an agreement between the temporary employment agency and the temporary worker from which it follows that the temporary employment contract ends by operation of law (i.e. automatically) if the assignment, pursuant to which the temporary worker works for the client, ends.

Exclusion of continued pay means that the temporary worker is only entitled to pay for the hours he actually works. For the hours he does not work, no work no pay applies.

If there are successive temporary employment contracts within a month where the temporary worker continues to work for the same client, the successive temporary employment contract must have a minimum duration of four weeks.

Example:
The temporary worker starts in phase A with a fixed-term temporary contract for a fortnight. The client is very satisfied with the temporary worker and would like the temporary worker to stay. The next temporary contract must now have a minimum duration of four weeks.

Phase B
Phase B concerns the statutory chain rule from Section 7:668a of the Netherlands Civil Code and Section 7:691(8). The chain rule normally lasts three years during which period three fixed-term contracts may be concluded. A statutory limitation applies to temporary employment. There, the chain rule lasts only two years during which period six fixed-term contracts may be concluded. The count for phase B continues unless there has been an interruption of more than 60 months. Interruption periods of 60 months or shorter are counted in the counting of phase B.

Example:
The temporary worker has had an initial phase B temporary employment contract for six months. The temporary worker goes to work somewhere else for two years. The temporary worker then returns and starts working for the temporary employment agency again. The temporary worker now enters phase C. This is because the two-year interruption period is counted towards the maximum duration of phase B and therefore phase B is exceeded.

Phase C
Phase C refers to the phase in which the temporary worker works on the basis of an open-ended temporary employment contract.

Temporary workers who are pupils (aged 18 and over) or students and who work an average of no more than 12 hours a week are exempt from the 60-month break. A six-month break period applies to them.

Exceptions
The legal exceptions to the chain of custody rule also apply to the temporary worker and the temporary employment agency. This means the following. For minor temporary workers with a temporary employment contract who work a maximum of 12 hours on average, the chain rule does not apply to this temporary employment contract. This means that these temporary agency workers continue to work in phase A as long as they have a agency work employment contract, are minors and work a maximum of 12 hours a week. As a result, phase A can last longer than 52 worked weeks. Only during the first 52 worked weeks in phase A may the agency clause and the exclusion of continued payment of wages be declared applicable. After that, no more.

The same applies to temporary workers who have a temporary employment contract entered into in connection with a vocational training course as referred to in Article 7.2.2. of the Education and Vocational Training Act.

If the minor temporary worker is in phase B if he works a maximum of 12 hours a week or if the temporary worker starts the vocational training programme in phase B, the counting in phase B stops at that moment and the temporary employment contract on which the temporary worker works does not count.

A statutory four-year chain rule applies to temporary workers entitled to a state pension. This means that phase B does not last two years but four years for this temporary worker. During this period, a maximum of six fixed-term temporary employment contracts may be concluded.

If the temporary worker's agency work employment contract ends because he reaches the age on which he becomes entitled to state pension and the temporary worker entitled to state pension then returns to work for the agency within 60 months, then:
- *the count within phase A continues if the temporary worker was previously in phase A; or*

- *the temporary worker starts at the beginning of phase B and the phase B count restarts if the temporary worker was previously in phase B or C;*

If successive employership applies and the temporary agency worker who is entitled to a pension continues to work through the private employment agency, then:

- *the temporary agency worker entitled to a state pension starts at the beginning of phase A if he has not built up any relevant employment history after reaching the state pension age;*
- *the relevant employment history accumulated by the temporary agency worker is incorporated in phase A, if this employment history is less than 52 worked weeks; or*
- *the temporary worker starts at the beginning of phase B if accrued relevant employment history is 52 or more weeks worked.*

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

This article applies until the day on which sections 7:691 and 7:668a of the Civil Code are amended by the More Security for Flex Workers Act.		
Article 15 Successive employership		
1.	Successive employership occurs if the temporary worker is successively employed - within a six-month period - by different employers who must reasonably be deemed to be each other's successors with regard to the work performed.	
2.	When determining the legal status, the relevant employment history accrued with the temporary worker's previous employer(s) is fitted into the phase system. Relevant employment history means the number of weeks/period in which the temporary employee has reasonably performed the same or practically the same work. The counting of weeks/periods worked and employment and/or temporary employment contracts starts at the beginning of phase A.	
3.	If the temporary agency worker transfers to another private employment agency to continue working for the same user company, notwithstanding paragraph 2, the temporary agency worker's legal status shall be at least equal to his legal status with the previous private employment agency. The new private employment agency shall also determine the remuneration in accordance with the previous classification at the time of transfer, taking into account any previous periodicals awarded and/or yet to be awarded.	
4.	If the temporary agency worker worked for the previous employer(s) on the basis of an open-ended employment and/or agency work employment contract, which has been validly terminated, the legal status of the temporary agency worker in the case of successive employership shall be determined as follows:	
	*	if the relevant employment history of the temporary worker is less than 52 worked weeks, the relevant employment history will be fitted into phase A;
	*	if the relevant employment history of the temporary worker exceeds 52 worked weeks, the temporary worker starts at the beginning of phase B.
	Legal termination means:	
	*	termination of the employment contract by the (previous) employer with UWV's permission;
	*	the immediate termination by the (previous) employer for an urgent reason;
	*	The dissolution of the employment contract by the court;
	*	termination by the (previous) employer during the probationary period;
	*	termination of the employment contract on the basis of a clause to that effect or by notice of termination on account of the temporary worker reaching retirement age;
	*	termination by the receiver within the meaning of Article 40 Bankruptcy Act.
	For the purposes of this paragraph, legal termination does not mean:	
	*	termination by mutual consent; or
	*	termination by the temporary worker.
5.	Successor employer status does not exist where its applicability is not foreseen as a result of the temporary worker knowingly or otherwise culpably providing of incorrect or incomplete information as referred to in Article 4(3).	

On the day on which sections 7:691 and 7:668a of the Civil Code were amended by the More Security for Flex Workers Act, section 15 will be replaced by the following section.		
Article 15 Successive employership		
1.	In determining the temporary agency worker's legal status in the case of successive employership, the relevant employment history accumulated with the temporary agency worker's previous employer(s) shall be incorporated into the phase system. Relevant employment history means the number of weeks / period in which the temporary employee has reasonably performed the same or practically the same work. The counting of weeks/periods worked and employment and/or agency contracts starts at the beginning of phase A.	
2.	If the temporary agency worker transfers (almost) immediately to another private employment agency to continue working for the same user company, notwithstanding paragraph 1, the temporary agency worker's legal status shall be at least equal to his legal status with the previous private employment agency. At the time of transition, the new private employment agency shall determine the remuneration on the basis of the temporary agency worker's previous remuneration. In doing so Account has also been taken of previously awarded and/or future awards.	
3.	If the temporary worker was employed by the previous employer(s) on the basis of an open-ended employment and/or temporary employment contract, which has been validly terminated, the legal status of the temporary worker in the case of successive employership determined by fitting the relevant employment history of the temporary worker into the phase system.	
	*	if the relevant employment history of the temporary worker is less than 52 worked weeks, the relevant employment history will be fitted into phase A;
	*	if the relevant employment history of the temporary worker exceeds 52 worked weeks, then the part of the relevant employment history that exceeds the 52 worked weeks will be inserted from the start of phase B. The relevant employment history that is fitted into Phase B, is thereby considered one agreement for counting the number of contracts in Phase B.
	Legal termination means:	
	*	termination of the employment contract by the (previous) employer with UWV's permission;
	*	the immediate termination by the (previous) employer for an urgent reason;
	*	The dissolution of the employment contract by the court;
	*	termination by the (previous) employer during the probationary period;
	*	termination of the employment contract on the basis of a clause to that effect or by notice of termination on account of the temporary worker reaching retirement age;
	*	termination by the receiver within the meaning of Article 40 Bankruptcy Act.
	For the purposes of this paragraph, legal termination does not mean:	
	*	termination by mutual consent; or
	*	termination by the temporary worker.
4.	Successor employer status does not exist when its applicability is not provided as a result of the temporary worker knowingly or otherwise culpably providing incorrect or incomplete information as referred to in Article 4(3).	

Article 16 Probationary period	
1.	In a fixed-term temporary employment contract without an agency clause, only a probationary period clause if the temporary employment contract is entered into for longer than six months. The statutory terms apply here.
2.	When a successive temporary employment contract without temporary employment clause is entered into after an interval of one year or less, a probationary period cannot be included again. The re-agreement of a probationary period is possible, however, if the skills or responsibilities for the work to be performed are clearly different. moneys.

Article 17 Working hours and working time	
1.	The temporary employment agency makes agreements with the temporary worker about the number of hours to be worked per day/week/period.

2.	The temporary worker's working, break and rest times as referred to in the Working Hours Act are the same as those at the client's company.			
3.	In consultation with the principal and the temporary employment agency, the temporary employee is permitted to deviate from the principal's working hours and/or working times. This may be done at the start of the temporary employment contract or during the temporary employment contract. agreed.			
4.	Hereby:			
	a.	the deviation does not exceed the outer limits of the law and/or the client's collective agreement (insofar as it is broader) for the client;		
	b.	the break and rest times for the temporary worker are not shorter than at the user company.		

Article 18 End of temporary employment contract				
End of the agency work employment contract with agency clause				
1.	The agency contract with agency clause ends by operation of law:			
	a.	as soon as the end date agreed in the temporary employment contract is reached;		
	b.	at the end of phase A;		
	c.	if the posting of the temporary worker by the temporary employment agency to the principal ends:		
		*	at the principal's request because the principal no longer wishes to or is no longer able to hire the temporary employee for whatever reason. The posting does not end during the temporary employee's incapacity for work, which also means the temporary employment contract does not end;	
		*	because the temporary worker is no longer willing or able to perform the stipulated work for whatever reason, unless the temporary worker does not perform the stipulated work due to incapacity for work.	
	However, during the temporary worker's incapacity for work, the temporary employment contract still ends as soon as the end date agreed in the temporary employment contract is reached (sub a).			
2.	If the posting has lasted more than 26 worked weeks, if the temporary employment contract is terminated by invoking the temporary employment clause, the temporary employment agency is obliged to notify the temporary worker - including during incapacity for work - of this at least 10 calendar days before the termination by operation of law. If the temporary employment agency does not or not fully comply with this notification period, it must pay the temporary worker an allowance equal to the basic pay that the temporary worker would have earned in the period of the non-compliance with the notification period. Unless the temporary employment agency provides the temporary worker with suitable offers labour, as defined in Article 43.			
3.	Temporary workers must report their request to terminate the agency work employment contract with agency clause to the private employment agency at least one working day in advance.			
Temporary employment contract without agency clause				
4.	A fixed-term temporary employment contract without an agency clause may always be terminated prematurely by the temporary worker and the temporary employment agency by the next working day, taking into account the statutory notice period*, unless this is expressly excluded in writing with the temporary employment contract. If the duration of the temporary employment contract is shorter than the statutory notice period, then interim termination is not possible under any circumstances.			
5.	Contrary to paragraph 4, the temporary agency worker may terminate the agency work employment contract without agency clause with immediate effect if the private employment agency invokes the exclusion of continued payment of wages, as referred to in article 39, paragraph 1.			
6.	A temporary employment contract without an agency clause for an indefinite period can be terminated by the first following working day, subject to the statutory notice period.			
Reaching state pension age				
7.	The temporary employment contract shall end by operation of law on the day on which the temporary worker reaches the age on which he becomes entitled to state pension (AOW), unless this is expressly departed from in the temporary employment contract.			
Transition allowance				
8.	With regard to the transition allowance, the following applies.			
	a.		If and insofar as the temporary agency worker is entitled to a transitional allowance in accordance with Section 7:673 of the Netherlands Civil Code and the private employment agency does not or does not	

			paid in full, the temporary worker may receive payment of the transitional allowance claim. He must do so within 12 months of the day the temporary employment contract ended.
	b.		If, within that 12-month period, the temporary worker is faced with the statutory expiry period of three months (Section 7:686a(4) of the Netherlands Civil Code), the temporary worker shall be entitled to compensation equal to the amount of that transitional allowance, to which he would have been entitled if he had filed his claim within the statutory expiry period, until 12 months after the day on which the temporary employment contract ended.
** As referred to in Article 7:672 of the Civil Code.*			

Chapter 3 Getting to work	
Article 19 Responsibility of temporary employment agency	
1.	The temporary employment agency agrees with the principal that the latter will treat the temporary employee with the same care as it treats its own employees and that the principal will take appropriate measures with respect to statutory safety, health and welfare regulations.
2.	The temporary employment agency is obliged to provide the temporary worker before the start of the work inform the client about the required (professional) qualifications and possible safety and health risks, and how to deal with them.

Article 20 Right to resources
The temporary employment agency agrees with the principal that job-related equipment will be provided to the temporary employee by or on behalf of the principal - under the same conditions as apply to the principal's own personnel - if that equipment is required for the performance of the work (e.g. for safe and healthy working conditions) at the principal's location.

Chapter 4 Reward	
Article 20a Entry into force chapter remuneration	
1.	This chapter replaces the previous chapters 4, 5 and 6 of the previous *CLA for Temporary Workers*. The previous *Collective Labour Agreement for Temporary Agency Workers* means the Collective Labour Agreement as entered into on 1 April 2024 and extended on 7 January 2025 with KVO number 633. The conditions of employment of the temporary worker shall be replaced from 1 January 2026 by the conditions of employment from this chapter arising from terms and conditions of employment that will apply from that time and relate to the period after 1 January 2026.
2.	In the case of (four)weekly remuneration, 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 reservation system from the previous chapters 4, 5 and 6 of the previous collective agreement will lapse with effect from 1 January 2026. Any reserves outstanding at that time concerning holidays in excess of the statutory entitlement, public holidays, short-term absenteeism, special leave and childbirth leave shall be settled, as shall any compensatory hours, unless the temporary employment agency and the temporary worker agree otherwise in this respect. The settlement is based on the value of the reserve as it was prior to 1 January 2026. built up.
4.	The reservation for holiday pay is retained.
5.	The part of the reservation for statutory holidays in the case of a temporary employment contract with a temporary employment clause (as referred to in Article 26(7) of the previous collective agreement) will be converted into a proportional entitlement to holidays in time on 1 January 2026.
6.	The spending obligation from Article 31 of the previous collective agreement ends. The unspent part of the spending obligation for 2025 may still be used by the temporary employment agency in 2026

	for sustainable employability of the temporary worker as referred to in Article 30 of the previous collective agreement.

Section 1 Remuneration		
Article 21 Equivalent remuneration		
1.	The temporary worker is entitled to equivalent pay.	
Equivalent essential employment conditions		
2.	Equivalent pay means that the total of the essential employment conditions of the temporary worker must be at least equivalent to the total of the essential employment conditions of the employee employed by the client with an equal (worthy) position. This involves the following terms and conditions of employment at the client:	
	a.	wages and other allowances;
	b.	working hours, including overtime, rest periods, night shift work, breaks, duration of holidays and working on public holidays.
Equivalent non-essential employment conditions		
3.	Temporary employees are also entitled to at least equivalent pay with regard to the total of the non-essential employment conditions, being the essential employment conditions not mentioned in paragraph 2, compared to the employee employed by the client with an equal(worthy) position.	
Equivalent essential and non-essential working conditions		
4.	The total employment conditions of the temporary worker referred to in paragraphs 2 and 3 of this article must be at least equivalent to the total employment conditions of the employee employed by the client in the same or similar position.	
5.	If the temporary employee posted to the client is subsequently posted to another company by that client, the equivalent remuneration will be determined on the basis of the employment conditions of the employee working in an equal(er) position in the service of that company, where the temporary worker is working under management and supervision.	

Explanation of essential and non-essential conditions of employment

A temporary worker is entitled to equivalent terms and conditions of employment. This means that the employment conditions of the temporary agency worker must be at least equivalent to the employment conditions of the user company's employee doing the same or similar work. This does not mean that all terms and conditions of employment must be exactly the same in practice, but that the temporary worker must receive the same all things considered.

Within the objectives of equal pay, the temporary employment agency may choose to apply some employment conditions the same and other employment conditions in an equivalent manner. If an essential employment condition (as referred to in article 21 paragraph 2) is applied differently for the temporary worker than it is in the client's organisation, any disadvantage must be compensated by means of another essential employment condition. This disadvantage may not be compensated by means of a non-essential employment condition.

Only a disadvantage due to the different application of a non-essential employment condition can be offset by an essential employment condition.

Example:
If the employee receives a holiday allowance of 10% in an equal(er) position with the client, the temporary worker may be granted a holiday allowance of 8%, provided the remaining 2% is compensated in another way within the essential employment conditions. For example, the remaining 2% can be compensated in wages.

Equivalence is tested in two ways:
- *The overall package of essential employment conditions must be at least equivalent; and*

• *the overall package of essential and non-essential working conditions must be at least equivalent.*
Explanation paragraph 5 *It may happen that the temporary worker is hired out and then on-lent by the client to another client. In that case, the terms of employment applicable to the employee in the service of this last client who has an equal (worthy) position as the* *temporary worker.*

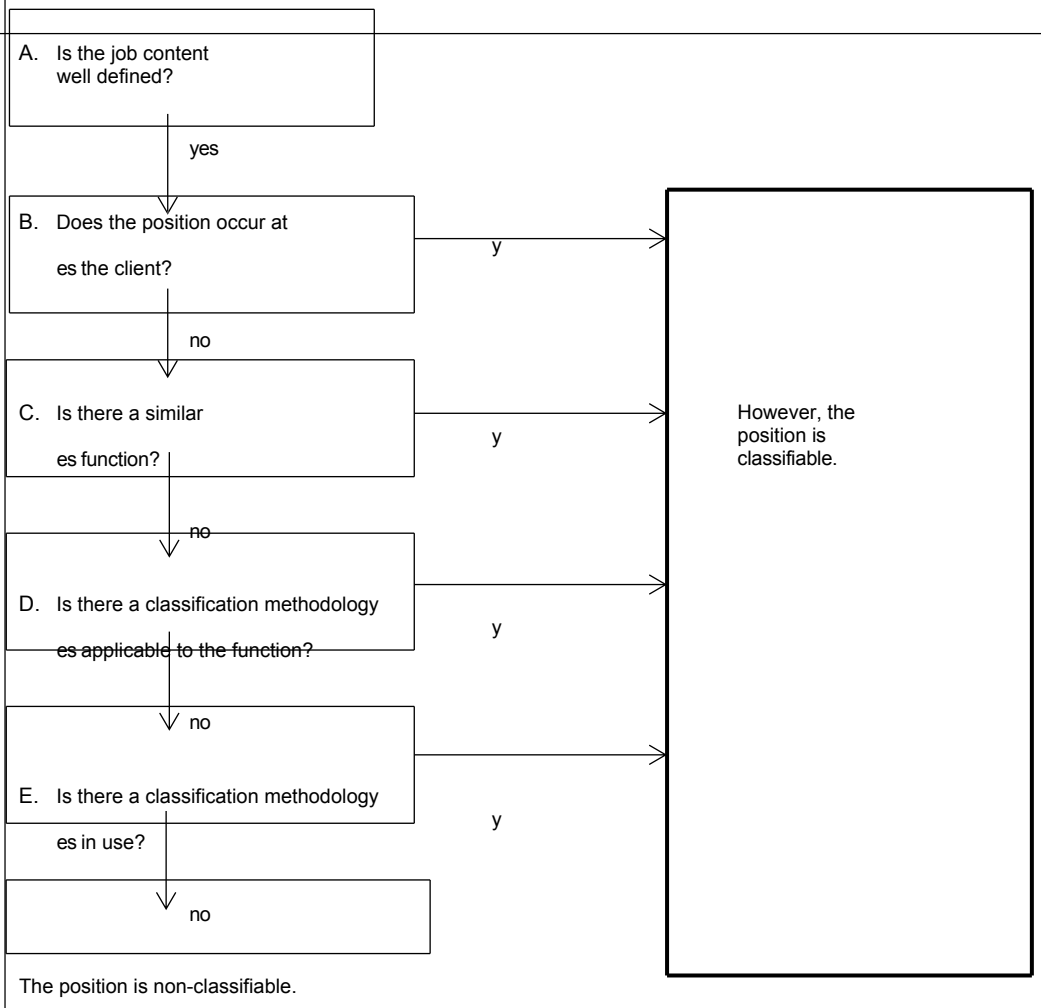
Article 22 Application of section 8(1) Waadi	
1.	Contrary to Article 21, the temporary employment agency may opt, for each principal to whom one or more temporary employees are deployed, to apply the same terms and conditions of employment as apply to the employee employed by the client who performs an equal (worthy) function.
2.	If the temporary employment agency chooses in accordance with paragraph 1 to apply the same terms and conditions of employment, paragraphs 2 to 6 of chapter 4 and chapter 5 shall apply in full apply, with the exception of Articles 28 and 36.
3.	If the temporary employee posted to the client is subsequently posted to another company by that client, the equal pay referred to in subsection 1 shall be determined on the basis of the employment conditions of the employee working in an equal(er) position in the service of that company, where the temporary worker is working under management and supervision.
	Explanation paragraph 3 *It may happen that the temporary worker is borrowed and then on-lent by the client to another client. In that case, the conditions of employment applicable to the employee employed by this last client who is a equal(worthy)e position as the temporary worker.*

Section 2 Implementation rules remuneration		
Article 23 Determination of remuneration and confirmation of temporary worker		
1.	To determine the remuneration of the temporary worker, the value of each employment condition at the client is used as a basis. If this value at the principal is expressed in an amount, then this amount is considered gross value for comparison purposes.	
2.	The temporary employment agency determines the temporary employee's remuneration on the basis of the information that the principal provides to the temporary employment agency pursuant to Section 12a of the Waadi. The temporary employment agency provides a process by which it ensures that the remuneration of the temporary worker is correctly determined.	
3.	For each posting, the temporary employment agency is obliged to confirm the following in writing to the temporary worker:	
	a.	The expected effective date of the posting;
	b.	The name and contact details of the client, including any contact person and work address;
	c.	the (general) job title and, if available, the job title according to the remuneration scheme client;
	d.	The job scale and step according to the remuneration scheme client if available;
	e.	the agreed working hours;
	f.	if applicable, the probable end date of the posting;
	g.	which collective agreement/remuneration scheme applies at the client;
	h.	the gross (hourly) wage; and
	i.	the applicable conditions of employment.

4.	If the terms of employment change during the posting, the temporary employment agency shall be obliged to confirm such change to the temporary worker in writing.
5.	At the temporary agency worker's request the private employment agency shall submit the information received from the user company regarding the employment conditions scheme(s) applicable in its organisation and an explanation of how the equivalence of the working conditions for the temporary employee working for that client.

Article 24 Determining the remuneration of a nondivisible temporary employee

1. If the user company does not employ an employee with an equal (worthy) job and the temporary worker's work cannot be classified in the user company's job structure so that the employment conditions cannot be determined at the user company, the temporary worker is not classifiable. To determine whether the work is non-classifiable, the step-by-step plan below should be followed.



2. If, contrary to Article 13(2), it is agreed with the temporary agency worker that the agency work employment contract shall already commence without the temporary agency worker actually starting work, the temporary agency worker shall also not be deployable for the period for which he is not yet posted.
3. If the temporary agency worker is not employable, the remuneration is determined on the basis of discussions held by the private employment agency with the temporary agency worker and, if applicable, the user company. This takes into account, among other things, the required capacities that the filling of the position entails, responsibilities, experience and level of education. If applicable, the employment conditions of the employee working in an equal (worthy) position in the sector in which the user company operates are also taken into account.
4. At the request of the temporary worker, the temporary employment agency shall demonstrate that the work is not classifiable.

Article 25 Scaling	
1.	In order to determine the remuneration of the temporary worker, his position must be graded with the client as if he were going to work directly for the client work.
2.	If it is policy with the client to co-sign the grading at the start of the work determine based on work experience, then the same applies to the temporary worker.
3.	If the client does not take the work experience relevant to the job into account when grading the temporary worker, this will still be taken into account. In that case the temporary agency worker cannot be placed in the lowest step of the job scale that applies to him. The temporary employment agency shall then determine in consultation with the temporary employee and the client the grade and step in the scale that is appropriate for the relevant job. work experience of the temporary worker.
4.	Upon return to the same client, or to a client within the same CAO area in an almost identical position, or in the case of successive employership within nine months, at least the previous grading shall be taken into account - for grading purposes. Upon return within nine months, a step increase shall also be granted, if such an increase would have been granted in this interruption period and the temporary employee would have received this did not get because of this interruption.
5.	In determining the relevant work experience of the temporary worker, the temporary employment agency shall in any case take into account the information on education, work experience and competences provided by the temporary employee.
6.	The temporary worker may ask the temporary employment agency for an explanation of his grading and the temporary employment agency is obliged to do so.

Article 26 Setting the hourly wage		
1.	If the temporary employment agency wants to calculate an hourly wage in money, it assumes the information obtained from the client. The information on the conditions of employment as confirmed or provided by the client is leading in determining the hourly wage.	
2.	Only if the information provided by the client cannot provide clarity and certainty as to how the hourly rate is to be determined, will the information provided in the following paragraph established calculation methodology.	
3.	*Convert to hourly wages*	
	a.	Are hourly wages for own employees laid down or does the collective agreement or employment conditions scheme have a uniform calculation method to convert the monthly/period wage back to an hourly wage?
	b.	If so, the hourly wage corresponding to the established job classification must be determined on the basis of the calculation method as applied at the client's premises.
	c.	If not, the hourly wage corresponding to the established job classification must be calculated as follows.
		$\frac{\text{Monthly salary}}{\text{4.35 * Normal working hours (NAD)}}$
	d.	The temporary employment agency must check whether the client's collective agreement or employment conditions scheme provides for different normal working hours for each shift pattern. In that case the temporary employment agency must determine the hourly wage for the temporary employee on the basis of the normal working hours applicable to the shift pattern in which the temporary employee works. If the temporary employee is posted in another shift/duty roster with a different associated normal working time, the hourly rate shall be determined again, based on the normal working time for the new shift/duty roster. The regulation on the continued payment of wages in the event of loss of temporary work (Section 4 of Chapter 4 of this collective agreement) does not apply, unless the temporary employee has worked fewer hours in the new shift/duty roster in proportion to the previous shift roster. /shift schedule is made available.

	Rounding off the hourly wage must not have a detrimental effect on the temporary worker. This means that the value of at least the same period wage must be obtained as the hourly wage is converted back to the relevant period wage.
4.	The hourly wage must always at least comply with the Minimum Wage and Minimum Holiday Allowance Act.

Article 27 Periodicals		
1.	The following additional rules apply to the assignment of period-linked salary amounts and the calculation of their value for the temporary worker:	
	a.	the temporary agency worker is always deemed to be awarded (the value of) a period-linked salary amount, unless the private employment agency can demonstrate that the temporary agency worker would not be eligible for a period-linked salary amount under the user company's rules and procedures;
	b.	if no or no timely assessment has taken place as a result of which the amount and value of the periodic increase cannot be determined, the temporary worker shall be deemed to be awarded the value of a periodic increase that is arguably most prevalent with the client.
2.	The temporary agency worker may not be deprived of (the value of) the periodic increase as a result of constantly changing user company. In that case, the temporary employment agency shall also take into account the relevant work experience gained at previous clients in (practically) the same position in each subsequent placement for the allocation of a periodic increase.	

Article 28 Basis of application equivalent working conditions	
1.	For the application of a particular employment condition the private employment agency may use the basic wage or the customary wage as basis for each user company to whom one or more temporary agency workers are deployed. Contrary to this, the private employment agency may also use a different wage concept as basis. For the continued wage payment during incapacity for work and holidays, the customary wage is the basis. For the calculation of allowances, the basic wage is the basis.
2.	It must be clear to the temporary worker which wage concept has been taken as the starting point and this must follow from the confirmation to the temporary worker of his posting with the client or the wage specification.

Article 29 Incapacity for work		
1.	On the first day of incapacity for work, the temporary worker is obliged to pay the temporary employment agency and the principal as early as possible, in any case before 10.00 a.m. morning to inform. The notification should include the correct nursing address and contact details.	
2.	When:	
	a.	no or no unequivocal scope of work has been agreed, or
	b.	the actual scope of work in the period of thirteen calendar weeks preceding the week of reporting sick structurally deviates from the agreed scope of work,
	the right to continued (partial) payment of wages is determined on the average of all hours for which wages were paid in the previous thirteen calendar weeks. This excludes overtime, unless it concerns structural overtime. In addition, if the temporary employment contract prior to the sickness report has not yet lasted thirteen calendar weeks prior to the week of the sickness report, wages are owed over the reasonably expected scope of work.	
3.	The private employment agency and the temporary agency worker together interpret the guidance on absenteeism and reintegration and the private employment agency may set further rules in this respect. If the user company has conditions with regard to the reintegration or resumption of work that affect the continued payment of wages or the amount thereof, these conditions will be met. met at the time and for the hours that the temporary worker starts the offered suitable work.	
4.	*Supplementary sickness benefit after end of employment phase A*	
	If the temporary worker is unfit for work at the time the temporary employment contract ends by operation of law on the agreed end date in phase A, the	

	temporary employment agency, if the temporary employee is entitled to a sickness benefit, this benefit:	
	*	during the first 52 weeks of incapacity for work to 90% of the benefit daily wage determined on the basis of the Employee Insurance Wage Decree;
	*	during the 53rd to the 104th week of incapacity for work up to 80% of the benefit daily wage determined on the basis of the daily wage decree on employee insurance.
	The private employment agency may take out insurance for this supplement or make a provision in some other way. The maximum percentages that may be deducted from the temporary employee's basic pay for this insurance or provision are 0.30% for Temporary Employment Agencies I (office and administrative sector) and 0.70% for Temporary Employment Agencies II (technical and industrial sector).	

Article 30 Public holidays			
1.	If it does not follow clearly from the agency work employment contract or the posting whether the public holiday that applies in the user company's organisation falls on a day that can normally be regarded as a working day for the temporary agency worker, on which the temporary agency worker would have to work without the public holiday, the day counts as a public holiday if:		
	a.	the temporary worker has worked at least seven times a week on the day in question in a period of thirteen consecutive weeks immediately preceding the public holiday in question; or	
	b.	the temporary worker has not yet worked for thirteen consecutive weeks and has worked in more than half of the number of weeks worked on the day in question in the week has been.	
	For the calculation of the aforementioned period of thirteen weeks (sub a) or less (sub b), successive agreements are added together if and insofar as they succeed each other within a period of one month. Interruption periods are not counted.		
2.	If in respect of the day on which the holiday falls:		
	a.	no or no unequivocal scope of work has been agreed; or	
	b.	the actual scope of work during the 13-week period referred to above in paragraph 1 (sub a) or shorter (sub b) structurally deviates from the agreed scope of work;	
	then the holiday shall be deemed to cover as many hours as the average of all hours for which pay was paid on the day on which the holiday falls in the thirteen-week period (sub a) or less (sub b) prior to the holiday. Overtime is excluded from this unless there is structural overtime.		
3.	The temporary worker may not be denied (the value of) a public holiday because of non-relevant facts and circumstances, such as the fact or circumstance that:		
	a.		the temporary worker takes leave immediately preceding or following the public holiday;
	b.		the client is subject to a company closure immediately preceding or following the holiday;
	c.		the private employment agency or user company does not schedule the temporary agency worker that day or still schedules the temporary agency worker to work; or
	d.		the public holiday is located in a period of interruption between two successive temporary employment contracts and there is no other reason for the period of interruption than the holiday.
4.	In a dispute over non-allocation of a public holiday, the temporary employment agency shall make it plausible to the temporary worker that the public holiday was rightly not allocated. If the temporary employment agency does not make this plausible, the (value of the) public holiday will still be granted.		

Article 31 Holidays		
1.	Notwithstanding Section 7:640a of the Netherlands Civil Code and that which applies to the employee employed by the client who performs an equal (worthy) function, the following applies:	
	a.	statutory holidays accrued in phases A and B lapse after one year from the last day of the calendar year in which the entitlement arose;
	b.	statutory holidays accrued in phase C lapse after five years from the last day of the calendar year in which the entitlement arose;
	c.	above-legal days in all phases expire after five years from the last day of the calendar year in which the entitlement arose.

2.	The holidays are allocated to the temporary worker in time unless the temporary employment agency and the temporary worker agree that the holidays/hours in excess of the statutory entitlement will be allocated differently compensated.
3.	The temporary employment agency is obliged to give temporary employees the opportunity to take their statutory holidays. The temporary employment agency may draw up holiday regulations.

Article 32 Holiday allowance	
1.	The holiday allowance is paid to the temporary worker no later than the month of May or the first week of June.
2.	Notwithstanding paragraph 1, the temporary employment agency and the temporary worker may agree that the holiday allowance is paid periodically.
3.	If the temporary worker takes holidays and is absent for at least seven consecutive calendar days because of holidays, the temporary employment agency shall pay out the accrued holiday pay earlier at the request of the temporary worker.
4.	The temporary employment agency may similarly make use of the deviation from the Minimum Wage and Minimum Holiday Allowance Act as the principal uses it under its collective agreement knows for the employee employed by the client who performs an equal(er) function as the temporary worker.

Article 33 Determining value of (leave) day	
1.	If the temporary employment agency wishes to determine the value of a (leave) day, such as a holiday, public holiday or ADV day, it will rely on the information obtained from the principal. The information about his employment conditions as confirmed or provided by the principal is leading in determining the value of a (leave) day.
2.	Only if the principal's information cannot provide clarity and certainty as to how the value of a (leave) day should be determined, will the information provided in the following paragraph shall be applied.
3.	The value of (leave) day is 0.385% where this percentage is based on 260 workable days. This is calculated as follows:
	$\frac{\text{(leave) day}}{260}$

Article 34 Sustainable working and living		
1.	Sustainable working and living schemes mean all schemes that:	
	a.	promote the temporary worker's sustainable employability, such as training courses, career coaching, outplacement programmes and personal development budgets, as well as information, training and social guidance with regard to working and residing in the Netherlands for temporary workers who are not permanently resident in the Netherlands.
	b.	promote the vitality and health of the temporary worker, such as gym subscriptions, vitality budgets, (periodic) health checks and coaching for a healthy lifestyle;
	c.	promote a sustainable society and a green earth, such as a climate budget for solar panels or a heat pump, for example, and days off for voluntary work.
2.	The temporary employment agency may offer the temporary worker one or more alternative sustainable working and living arrangements to the sustainable working and living arrangements that apply in the user company's organisation to the employee in an equivalent position to the temporary worker.	

Article 35 Gross allowances
If there is a targeted exemption as referred to in the 1964 Payroll Tax Act, the private employment agency may choose to apply it. The fact that the user company designates certain employment conditions as final taxable wages for the work-related costs scheme does not mean that the private employment agency is obliged to do so. If the temporary employment agency designates a non-targeted exempt employment condition (in part) as

final taxable income for the work-related costs scheme, then the gross (taxed) value of the (partially) designated employment condition is paid net (untaxed) and not the net equivalent of that gross amount.

Article 36 Application of implementing rules
Application of the implementation rules as set out in this section should not be a prejudice the equivalence of the total terms and conditions of employment. All terms and conditions of employment applied by the temporary employment agency are taken into account in the equivalence.

Article 36a Transitional law		
Compensation lower level of working conditions		
1.	As the temporary worker:	
	*	employed by a client before 1 January 2026;
	*	which is still on 1 January 2026; and
	*	application of the new remuneration, with the exception of pension, results in the temporary worker's remuneration being lower than it was before 1 January 2026,
	then paragraphs 2 to 4 apply.	
2.	In the situation referred to in paragraph 1, the temporary worker retains for six months at least (the value of) the old level of holiday allowance and holidays from the previous collective agreement as referred to in Article 20a, paragraph 1. This means that the temporary worker:	
	a.	entitled to at least (the value of) a holiday allowance of 8.33% as included in article 18 of the previous collective agreement; and
	b.	for each full working month worked is entitled to at least (the value of) 16 2/3 hours' holiday or a proportional part thereof if a full working month has not been worked, as included in Article 26(1) of the previous collective agreement.
3.	The six-month period referred to in paragraph 2 starts on 1 January 2026 and ends on 30 June 2026, irrespective of any interruption periods.	
4.	After the end of the six-month period mentioned in paragraph 2, the provisions of paragraph 2 shall lapse.	
Occupational disability		
5.	As the temporary worker:	
	*	became incapacitated for work before 1 January 2026;
	*	which is still on 1 January 2026; and
	*	entitled to (partial) wage payment under the previous collective agreement,
	then for the hours the temporary worker is incapacitated the temporary worker retains this right and the continued payment of wages remains unchanged. In that case, the temporary worker also retains the holiday allowance and holidays applicable at that time for the hours the temporary worker is unfit for work. Article 25(2) of the previous collective agreement concerning the (partial) continued payment of wages in the event of incapacity for work, Article 18 concerning the holiday allowance and Article 26(1) concerning the accrual of holidays shall in that case continue to apply for the hours that the temporary worker is incapacitated. For the hours that the temporary employee works during incapacity for work, the new rules as included in this chapter (chapter 4) shall apply. When the temporary employee has fully and permanently recovered and subsequently becomes incapacitated again, these new rules also apply.	

Section 3 Exchange of working conditions		
Article 37 Exchange of working conditions		
General provisions		
1.	The temporary employment agency and the temporary worker may change the remuneration in writing in (a supplement to) the temporary employment contract, whereby the temporary worker waives (part of) one employment condition (source) in exchange for another employment condition (target). The supplement to the agency work employment contract will agree, among other things, which employment condition will be exchanged for another employment condition and for what period of time this is agreed upon. Exchange of employment conditions is only allowed if they are	

	complies with applicable tax and labour laws and regulations. Exchange of working conditions may have consequences for wage and income-related schemes. The temporary employment agency informs the temporary worker about this in advance.	
Specific provisions for exchange in connection with extraterritorial expenses (ET scheme)		
2.	Exchange of working conditions in connection with a purposefully exempted allowance or provision for extraterritorial costs is permitted for the actual costs of double accommodation, transport to and from the place of residence in the country of origin of the temporary worker and additional living expenses subject to the following restrictions and conditions:	
	a.	The amount of the tax-exempt allowance or the value of the tax-exempt benefit is stated on the payslip.
	b.	The pay after exchange may not be less than the statutory minimum wage applicable to the temporary worker.
	c.	Exchange of working conditions will be limited to a maximum of 30% of total gross pay for exchange.
	d.	A purpose-exempt provision is valued at fair value.
	e.	Benefits such as holidays, holiday allowance, special leave and public holidays are accrued on the exchanged salary, where applicable.
	f.	The exchange of part of the salary does not affect the basis of overtime pay and the allowance for irregular working hours.
	g.	Pension accrual takes place on the exchanged employment condition.

Section 4 Elimination of temporary work		
Article 38 Settlement of accrued and enjoyed employment conditions on cessation of agency work		
1.	With the end of the temporary work due to the termination of the posting, the remuneration based on the employment conditions at the client ends.	
2.	To the extent permitted by law, the temporary employment agency and the temporary worker may agree that the employment conditions accrued and enjoyed at the principal will be settled at the time the posting ends.	
3.	The conditions of employment accrued and enjoyed with the client are settled in any case if:	
	a.	the temporary employment contract ends and a new temporary employment contract is not subsequently agreed;
	b.	there was no further right to continued payment of wages for six weeks despite the continuation of the temporary employment contract, this with the exception of statutory holidays.
	Settlement in the situations referred to under a. and b. above takes place with the next payment period after this situation occurs. The private employment agency and the temporary worker may agree to extend this period to a maximum of 18 weeks if judicial and/or administrative fines may still arise from the work.	

This article applies until the day on which sections 7:691 and 7:668a of the Civil Code are amended by the More Security for Flex Workers Act.	
Article 39 Continued wage payment on cessation of agency work	
Temporary employment contract without continued payment of wages obligation	
1.	The private employment agency only owes the temporary agency worker working in phase A the wage for the period(s) that the temporary agency worker actually performed agency work. This also applies if, contrary to article 14, paragraph 1 under a, the temporary agency worker works in phase B, without making full use of phase A. In that case, the private employment agency shall be obliged to pay the temporary agency worker for 26 weeks, or so much shorter as the temporary agency worker has already worked for the same employer, for a period of 26 weeks. temporary employment agency worked in phase A is entitled to exclude the continued payment of wages obligation.

2.	Reliance on the exclusion of the continued payment of wages obligation requires that the employer notifies the possible application of this in writing at the start of the temporary employment contract.	
Temporary employment contract with continued payment of wages obligation		
3.	The temporary employment agency shall owe the temporary worker the basic pay in the event of cessation of temporary work for as long as and/or for the part of the working hours that the temporary worker has not yet been redeployed, if:	
	a.	the temporary agency worker works in phase A on the basis of an agency work employment contract without agency clause in which no exclusion of continued payment of wages as meant in paragraph 1 has been agreed in writing;
	b.	the temporary agency worker works in phase B and no exclusion of continued payment of wages as referred to in paragraph 1 has been agreed in writing; or
	c.	the temporary worker is working in phase C.
	The amount of the aforementioned basic pay is equal to the amount of the last-earned basic pay at the user company where the temporary agency worker last worked before temporary work is eliminated.	
Expiry of wage payment obligation		
4.	The obligations to continue to pay wages referred to in this article lapse if the temporary worker:	
	a.	terminated his registration with the temporary employment agency;
	b.	has announced that he is no longer available;
	c.	can no longer be reached by the temporary employment agency; or
	d.	refused an offer of suitable substitute employment.

On the day on which sections 7:691 and 7:668a of the Civil Code were amended by the More Security for Flex Workers Act, section 39 will be replaced by the following section.		
Article 39 Continued wage payment in the event of cessation of agency work		
Temporary employment contract without continued payment of wages obligation		
1.	The private employment agency only owes the temporary agency worker working in phase A the wage for the period(s) that the temporary agency worker actually performed agency work. performed.	
2.	Reliance on the exclusion of the continued payment of wages obligation requires the employer to give written notice of its possible application at the start of the temporary employment contract.	
Temporary employment contract with continued payment of wages obligation		
3.	The temporary employment agency shall owe the temporary worker the basic pay in the event of cessation of temporary work for as long as and/or for the part of the working hours that the temporary worker has not yet been redeployed, if:	
	a.	the temporary agency worker is working in phase A on the basis of an agency work employment contract without agency clause in which no exclusion of continued wage payment, as referred to in paragraph 1, is stipulated in writing agreed; or
	b.	the temporary worker is working in phase B or C.
	The amount of the aforementioned basic pay is equal to the amount of the basic pay last earned by the temporary agency worker at the user company where the temporary agency worker last worked before the agency work ceased.	
Expiry of wage payment obligation		
4.	The obligations to continue to pay wages referred to in this article lapse if the temporary worker:	
	a.	terminated his registration with the temporary employment agency;
	b.	has announced that he is no longer available;
	c.	can no longer be reached by the temporary employment agency; or
	d.	refused an offer of suitable substitute employment.

Article 40 Accrual of holiday allowance and days in case of cessation of agency work	
1.	Temporary workers entitled to basic pay pursuant to Article 39(3) shall accrue as long as and/or for the part of the working hours that the temporary worker has not yet been redeployed:

	a.	8.33% holiday allowance on this basic pay, with Article 16(2) of the Minimum Wage and Minimum Holiday Allowance Act applying;
	b.	accrue 16 2/3 hours of holiday each month in full-time employment, or a proportionate part thereof if the cessation of agency work has not yet lasted a month.
2.	Temporary employees whose agency work has ceased shall be entitled to continued payment of the basic wage referred to in article 39 paragraph 3 during their holidays.	

Article 41 Incapacity for work during cessation of agency work		
1.	Temporary employees whose agency work has ceased are entitled, in the event of incapacity for work, to the following percentage of the basic pay to which they are entitled pursuant to article 39, paragraph 3.	
	a.	90% for the first 52 weeks of incapacity for work and with a lower limit of the statutory minimum wage applicable to him;
	b.	80% during the 53rd to the 104th week.
2.	The first day of incapacity for work applies as a waiting day (within the meaning of Section 7:629(9) of the Netherlands Civil Code), during which the temporary worker is not entitled to continued payment of wages.	

Article 41a Transitional law
Temporary workers whose agency work ceased before 1 January 2026 and who are entitled to continued wage payment on the grounds of the previous collective agreement (as referred to in Article 20a, Paragraph 1) shall retain this right. The amount of the wage payment will remain unchanged in that case. This also applies if the temporary worker is unfit for work at that time and is entitled to (partial) continued wage payment.

Section 5 Unworkable weather		
Article 42 Unworkable weather regulation		
1.	If there is unworkable weather preventing the temporary worker from performing his work, in the case of a temporary employment contract with wage payment obligation entitled to the basic wage.	
2.	If the user company where the temporary agency worker works can invoke the 'Unworkable Weather Scheme'* adopted by the government, the private employment agency may choose to apply this scheme to the temporary agency worker as well, with due observance of the following conditions:	
	a.	Recourse to the Unworkable Weather Scheme is only possible for temporary employees with a fixed-term or open-ended temporary employment contract without an agency clause and with an obligation to continue to pay wages. With regard to the temporary agency worker, the obligation to continue to pay wages shall lapse after the expiry of the waiting days applicable to him (within the meaning of the Unworkable Weather Scheme) if he can no longer perform his work due to unworkable weather and the private employment agency lawfully invokes the Unworkable Weather Scheme. again.
	b.	The definition of unworkable weather and all other conditions regarding unworkable weather applicable at the client's premises shall, to the extent applicable, be determined by the temporary employment agency applied equally to the temporary worker.
	c.	The temporary employment agency must also - in all other respects - comply with the conditions set out in the Unworkable Weather Regulations.
	d.	If, during the period of unworkable weather during which the temporary worker is unable to carry out his work, the temporary employment agency continues to pay him pursuant to the statutory obligation to continue to pay wages, the applicable waiting days (within the meaning of the Unworkable Weather Regulations) or pursuant to hours for which the temporary employment agency receives unemployment benefit for unworkable weather, these hours count count as hours worked.
	e.	On any day on which work cannot be performed due to unworkable weather, the temporary employment agency shall notify the temporary worker (i) for what number of working hours (ii), on

		which
		work location, (iii) for what period of the day the work cannot be performed, (iv) as well as the reason for the inability to perform the work and (v) that of the unworkable weather notification has been made to UWV.
	f.	If the temporary employment agency receives unemployment benefit for the temporary worker from UWV, the temporary employment agency will supplement this benefit to 100% of the usual wage that the temporary worker would have earned if there were no unworkable weather would have been.
** Regulation of the Minister of Social Affairs and Employment of 19 December 2019, 2019- 0000157117, determining circumstances and associated conditions where the obligation to continue to pay wages does not apply.*		

Section 6 Suitable employment		
Article 43 Suitable employment after cessation of agency work		
1.	If during the term of an agency work employment contract without agency clause in which the continued payment of wages obligation has been expressly agreed, the agency work ceases to exist because the placement is terminated, the private employment agency shall be obliged to look for and offer suitable replacement work during the term of this agency work employment contract. The temporary agency worker shall be obliged during the term of this agency work obliged to accept suitable and substitute work.	
2.	Substitute employment is appropriate:	
	a.	if the new job(s) matches work previously performed, the training and abilities of the temporary worker; or
	b.	if it concerns a new job for which the temporary agency worker could be suited within a reasonable term, with or without training, and which is no more than two job levels lower than the job for which the agency work was lost. To this end, the job that has been abolished is first classified in the job manual in accordance with annex III.
3.	Substitute employment is offered under one of the following conditions:	
	a.	the work has an average working time per week/month/period equal to the agreed working time;
	b.	the work has a lower average working time per week/month/period than the agreed working time, provided that the hours during which no work is performed are paid in accordance with the last basic wage earned; or
	c.	the work has a higher average working time per week/month/period than the agreed working time, insofar as the performance of the additional hours above the agreed working hours can reasonably be required of the temporary worker.
4.	The temporary employment agency conducts a redeployment interview with the temporary worker aimed at his redeployment possibilities.	
5.	The obligation to find and offer suitable and replacement work and the obligation to continue to pay wages lapse if the temporary worker:	
	a.	refuses an offer of suitable and substitute agency work;
	b.	terminates his registration with the temporary employment agency;
	c.	is no longer available for work for the full agreed duration of the agency work. The temporary agency worker shall immediately inform the private employment agency about this.
6.	If redeployment fails within a reasonable period of time*, the temporary employment agency may apply apply to UWV for permission to terminate the agency work employment contract without an agency clause due to business economic circumstances.	
** For a reasonable period of time, Article 7:672(2) of the Civil Code is followed.*		

Article 44 Remuneration on new posting	
1.	The temporary worker's remuneration is redefined when a new posting is made. The temporary worker receives this remuneration for the hours during which he performs suitable work performed.

2.	If there is a new posting for a lower number of hours than stipulated in the temporary employment contract with continued payment of wages obligation, the
	temporary agency worker is entitled to the most recently earned basic wage in the event of a new placement for the number of hours in which no work is performed. A condition is that the temporary worker remains available to perform suitable work for the total number of hours specified in the temporary employment contract.

Chapter 5 Pension and heavy work scheme

Article 44 a

In the case of (four)weekly remuneration, the temporary employment agency may apply the premium tax as set out in Article 45(5) from 29 December 2025 (the Monday of the first week of 2026) and the changes as a result of Article 46 may be implemented from 29 December 2025 as if it were 1 January 2026.

Article 45 Pension	
1.	A pension scheme has been agreed by collective bargaining parties, which provides for accrual of pension for temporary workers. This pension scheme is set out in the pension agreement and is included in the appendix to this collective agreement.
2.	The Stichting Pensioenfonds voor Personeelsdiensten (StiPP) has been charged by collective bargaining parties with administering the pension scheme.
3.	The pension agreement is detailed in StiPP's articles of association and regulations.
4.	The rights and obligations of temporary workers and temporary employment agencies are governed by StiPP's articles of association and regulations.
5.	CLA parties agree on the premium. The total premium is 23.4% of pensionable earnings. The employer's premium percentage is thereby 15.9% of the pensionable earnings and the employee's premium percentage is 7.5% of the pensionable pay.
The rules and further information can be found at www.stippensioen.nl.	

Article 46 Pension and equivalence	
1.	The pension scheme is taken into account in the equivalence of total employment conditions. To compare pension schemes, the level of the employer's premium percentage is considered. If the employer's premium percentage in the client's pension scheme is higher than the temporary employment agency's employer's premium percentage, the difference in the employer's premium percentage is compensated with other terms and conditions of employment. The compensation can be calculated by multiplying the difference in the employer's premium percentage by the pension basis of the pension scheme referred to in Article 45.
2.	Notwithstanding paragraph 1, the private employment agency may choose to calculate the compensation differently, namely by calculating the difference between the employer's premium percentage with the user company multiplied by the pension basis from the user company's pension scheme and the employer's premium percentage from article 45 paragraph 5 multiplied by the pension basis from the pension scheme referred to in article 45. The compensation thus calculated shall not affect the equivalence of the total working conditions.
3.	As pension is accrued over the compensation, the temporary employment agency may multiply the compensation by an annual amount recommended by the actuary advised by collective bargaining parties factor to be determined*.
4.	In the case of a client that still applies a premium with an age tier, the average employer's premium percentage shall be taken into account for the application of paragraphs 1 and 2. At the time when the pension scheme for new employees without an age tier takes effect at the client's organisation and until 1 January 2028 at the latest, the flat premium percentage in the new pension scheme will be taken into account for temporary employees who enter employment on or after that time.
**For 2026, this factor is set at 0.853.*	

Article 47 Participation of temporary workers in the heavy work scheme in Construction & Infra

1.	CLA parties are open to joining the heavy work schemes in other sectors provided this is possible and feasible. If affiliation is not a possibility or impracticable, collective bargaining parties will examine how an equivalent alternative can be provided.
2.	The following applies to the heavy work scheme in Construction & Infra.
3.	CLA parties to the *CLA for Temporary Agency Workers* and CLA parties to the CLA Construction & Infra have reached joint agreements on the participation of temporary agency workers in the Construction & Infra in the Construction & Infra heavy-duty scheme for 2025. CLA parties to the *CLA for Temporary Workers* aim to continue these agreements thereafter for the duration of one year. For 2025, skilled workers who are members of the industry pension fund for the construction industry (bpfBOUW) may, subject to conditions, join the heavy-duty construction & infrastructure scheme and stop working a maximum of three years before their state pension age. The heavy-duty scheme provides a (supplementary) heavy-duty benefit for a maximum of three years. An application for the heavy work regulation can be submitted via the website heavyworkregulation.co.uk.
4.	Temporary employment agencies that deploy skilled workers who are participants in bpfBOUW owe a premium to the Construction & Infra Supplementary Fund. The level of the premium contribution for the hardship scheme is set annually by the board of the Stichting Aanvullingsfonds Bouw & Infra after consultation with temporary employment agencies. The premium contribution in 2025 is 1.49% of the pensionable earnings of all skilled workers in bpfBOUW (max pension wage minus the base wage). The temporary employment agency's obligation to pay the premium contribution runs until no later than three years after the end of the term of participation in the heavy-duty scheme (until 31 December 2028).
5.	More information on the heavy work scheme can be found on the website www.zwaarwerkregeling.nl. The applicable rules can be found in the Heavy Work Regulations and the Construction & Infra Supplementary Fund's funding regulations. These regulations are part from the collective labour agreement BTER Construction & Infra.

Chapter 6 Special groups		
This article will expire when the new article 14 of the collective agreement comes into force due to the amendment of articles 7:691 and 7:668a of the Civil Code by the More Secure Flexible Workers Act.		
Article 47a Temporary agency workers entitled to state pension		
1.	This article applies to temporary agency workers who reach or have reached the age on which they become entitled to state pension (AOW). Hereafter both referred to as the temporary employee entitled to state pension (AOW).	
Legal status		
2.	If the agency work employment contract is terminated by operation of law due to the temporary agency worker attaining the age on which he becomes entitled to state pension and the temporary agency worker entitled to state pension resumes working for the private employment agency within six months of such termination, his legal status as determined as follows:	
	a.	If the AOW-eligible temporary worker was in phase A, the count will continue within phase A.
	b.	If the AOW-eligible temporary worker was in phase B, he starts at the beginning of phase B and the counting in phase B starts again.
	c.	If the AOW-eligible temporary worker was in phase C, he starts at the beginning of phase B and the counting in phase B starts again.
Successive employership		
3.	If successive employership applies to a temporary worker who is entitled to a state pension and the temporary worker continues his work through the temporary employment agency, he will start at the beginning of phase A, in derogation of Article 7:668a(2).	

Article 48 The temporary worker with a foreign employment contract (WagwEU)
The following article(s) 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 contract is governed by law other than Dutch law:

a.	Article 49(2)(a);
b.	Article 51(1) and (2).

Article 49 Temporary employees not permanently resident in the Netherlands, housing, transport and medical expenses			
Articles 49, 50, 51, and 52 only apply to temporary workers who are not permanently resident in the Netherlands and who:			
a.	is recruited by, or on the instructions of, the temporary employment agency outside the Netherlands; and/or		
b.	housed in the Netherlands to work in the Netherlands.		
This does not include temporary workers who are cross-border workers who have their permanent home address in Belgium or Germany and work in the Netherlands.			
Housing			
1.	The use of accommodation by the temporary worker cannot be made compulsory by the temporary employment agency and/or made a requirement for posting.		
2.	Housing provided must meet the housing standards set out in Annex IV of this collective agreement, if:		
	a.	the temporary employment agency makes a deduction from or a set-off against the temporary worker's pay for the purpose of the temporary worker's accommodation, or	
	b.	the temporary employment agency has entered into an agreement with the temporary worker on the use or rental of accommodation.	
3.	The temporary employment agency shall inform the temporary worker about the possibility of registration in the Basic Registration of Persons (BRP).		
Charging housing costs			
4.	a.	The temporary employment agency may charge the temporary worker for the use of accommodation. The maximum total costs* to be charged for accommodation are determined on the basis of the Price Quality System (PKS). The PKS uses quality standards to determine the maximum total costs* to be charged for housing. In doing so, the following applies:	
		*	The maximum total cost* to be charged for accommodation is 25% of the then applicable statutory minimum hourly wage multiplied by 40.
		*	For those temporary workers who have a contractually agreed basic salary equal to at least 140% of the sum of the then applicable statutory minimum hourly wage multiplied by 40, the capping as mentioned in the previous point does not apply. The maximum total costs* to be charged for accommodation will continue to be based on the PKS.
		*	The PKS was implemented on 1 January 2025. For temporary employment agencies that indicate that they have not (yet) implemented the PKS, the maximum chargeable cost* for accommodation is 20% of the then current statutory minimum hourly wage multiplied by 40 amount.
		*	The PKS is listed in Annex V.
	b.	In the absence of the temporary worker, the temporary employment agency shall not charge another temporary worker for the use of the same accommodation in the same period, as already paid for by the absent temporary worker.	
	c.	If during a four-week period** of employment the temporary employment agency was unable to make the full deductions for accommodation because the temporary worker's pay*** was insufficient, the resulting debt shall be offset such that the current account no longer shows a negative balance as regards these accommodation costs****. The compensation may also not be offset or deducted at a later date. This is only different if written documents show that the compensation cannot reasonably be charged to the temporary employment agency may come.	
Abandoned housing			
5.	If the temporary employment contract ends, a transition period of four weeks applies in which the temporary worker must leave the accommodation he rents from the temporary employment agency. The rent remains at most equal to the rent during employment. The temporary worker pays the rent weekly and may not be required to pay the rent in advance.		

6.	When collecting the rent and terminating the stay in the accommodation, the temporary employment agency shall take into account any special personal circumstances of the temporary worker that render him unable to pay the rent or ill through no fault of his own. In such a case, the temporary employment agency shall, in view of the special personal circumstances, offer an appropriate period to leave the accommodation. This shall include factored in the uncertainty about the end of the agency contract and the possibilities of returning to the country of origin.		
Transport to and from country of origin			
7.	The temporary employment agency provides information on transport to and from the country of origin. The temporary employment agency may offer in-house transport. The temporary worker does not have to accept this transport.		
Non-work-related transport			
8.	The temporary employment agency shall provide alternative transport arrangements for temporary workers who do not have their own transport if:		
	a.	the accommodation is located outside built-up areas; and	
	b.	the housing is not or hardly accessible by public transport.	
Commuting			
9.	The following applies to the commuting of temporary workers:		
	a.	If the temporary worker provides transport on his own, there may be a travel allowance based on the remuneration applicable to him.	
	b.	If there is a right to a travel allowance under the remuneration applicable to the temporary worker, but the temporary worker makes use of the travel plan provided by the transport organised by the temporary employment agency, then the temporary employee does not receive a travel allowance and no personal contribution may be charged for that transport.	
	c.	If there is no entitlement to a travel allowance under the remuneration applicable to the temporary worker and the temporary worker uses transport organised by the temporary employment agency, a reasonable own contribution may be charged for that transport.	
Health and other insurance			
10.	The temporary employment agency shall inform the temporary worker about the obligation of health insurance. In addition, the temporary employment agency shall provide the temporary worker with a offer of health insurance. The temporary worker is not obliged to accept this offer.		
11.	If the temporary worker accepts the health insurance offer, he may authorise the temporary employment agency to pay the nominal premium to the health insurer on his behalf. The temporary employment agency shall make every effort to ensure that the temporary worker is insured within two weeks:		
	a.	receives a copy of the policy, stating the nominal premium, after entering into this insurance; and	
	b.	receive the certificate of end of health insurance at the end of the insurance.	
12.	If the temporary employment agency makes an offer to take out other insurance (e.g. liability or repatriation insurance), it provides adequate information to the temporary worker about the usefulness and necessity of the insurance in question. This offer is subject to:		
	a.	the temporary worker is not obliged to accept the insurance offer.	
	b.	the periodic payments of the insurance premium to the insurer made by the temporary employment agency on behalf of the temporary worker can only be made after a written power of attorney from the temporary worker. In that case, the temporary employment agency shall make every effort to ensure that the temporary worker receives a copy of the policy stating the nominal premium within a reasonable period of time after taking out the insurance.	
	c.	the temporary employment agency informs the temporary worker about any voluntary continuation of the insurance after the end of the temporary employment contract.	
Employment agency responsibilities			
13.	The temporary employment agency is obliged to make clear agreements with the temporary worker prior to coming to the Netherlands in the temporary employment contract regarding the nature of the employment contract, the application of the agency clause or the exclusion of the continued payment of wages obligation, the scope of work, employment conditions and the collective agreement. The		

	temporary employment agency shall ensure that the temporary employment contract and associated documents are available in both Dutch and the temporary worker's national language.		
14.	The private employment agency must inform the temporary agency worker in a comprehensible manner about the safety and health and safety regulations that apply in the user company's organisation.		
15.	The temporary employment agency shall make an effort to provide adequate social guidance to the temporary worker.		
16.	The private employment agency shall enable the temporary agency worker, at his request, to take a day off on an alternative public holiday (not being a public holiday within the meaning of Article 30), provided the private employment agency is notified in good time.		
17.	a.	The temporary employment agency shall inform the temporary worker after 26 worked weeks about the possibilities of following a Dutch language course and shall facilitate the language course where possible. The language course falls under training as referred to in article 30, paragraph 3 of the previous collective agreement. The previous collective labour agreement concerned the collective labour agreement as referred to in Article 20a, paragraph 1. 1.	
	b.	Training for this temporary worker (as referred to in Article 30 of the previous collective agreement) includes in any case the activities related to the facilitation of work and stay.	
With effect from 1 January 2027, this paragraph shall be replaced by the following paragraph:			
17.	The temporary employment agency informs the temporary worker about the opportunities to take Dutch language training and facilitates language training where possible.		
18.	If the temporary employment agency helps to fill in forms, such as the T-bill and the application for care allowance, only the temporary worker is a direct beneficiary of the refund. The refund will only be credited to the temporary worker's bank account.		
19.	The temporary employment agency cannot oblige the temporary worker to make cash payments to the temporary employment agency.		
** Including withholding and set-off*			
*** For the period, the return period for the payroll tax return is followed*			
**** By wages in this case is meant (i) the part of the hourly wage on which deductions from the WML possible (the legally capped 25%), (ii) the part of the hourly wage above WML and (iii) other wage elements in cash such as holiday allowance, allowances, bonuses, ADV etc.*			
***** The first compensation concerns the first four-week period of 2025 starting on 30 December 2024 (week 1 of 2025). This means that the first compensation will take place on 27 January 2025.*			

Article 50 Offsetting penalties	
1.	Settlement of fines is only permitted in respect of judicial and administrative fines owed by the temporary worker, in accordance with Section 7:632(1)(a) of the Netherlands Civil Code. Under due means fines imposed on the temporary employment agency that result from a breach by the temporary worker of a statutory or administrative regulation.
2.	If and insofar as this does not already follow from Appendix I of the collective agreement, each separate set-off against the pay shall be specified in writing. The temporary employment agency shall ensure that the temporary worker has an overview of the possible set-offs, in the national language of the temporary worker.

Article 51 Deductions from wages	
1.	The temporary worker may grant the temporary employment agency a written power of attorney to make payments from the wages to be paid out in his name. This power of attorney can always be revoked.
2.	Deductions from the wages payable for transport costs to and from the place of residence in the temporary worker's country of origin shall never exceed the actual costs.
3.	Costs of activities carried out by the temporary employment agency for the purpose of social guidance and administration relating to the temporary worker's work and stay in the Netherlands may not be deducted from wages.

4.	Any deductions from wages will be specified in writing on the payslip. The temporary employment agency ensures that the temporary worker has a list of possible deductions, in the temporary worker's national language.

Article 52 Income guarantee			
1.	A temporary worker who comes to the Netherlands for work with that temporary employment agency for the first time and is recruited by that temporary employment agency or on the instructions of that temporary employment agency by a third party outside the Netherlands, is entitled during the first two months to at least an amount equal to the full-time minimum (youth) wage, regardless of the contract duration and the number of hours worked ('the income guarantee').		
2.	The period of income guarantee is shortened proportionally if the project is of a short-term contractual nature. The duration and conditions of the project must be made clear to the temporary worker beforehand in the home country. For this shorter period, the right to at least an amount equal to the full-time minimum (youth) wage applies in full. If it turns out afterwards that the project lasts two months or longer after all, a period of two months will still apply, over which the right to at least the minimum (youth) wage will apply. full-time minimum (youth) wage applies.		
3.	The income guarantee will lapse if within two weeks of commencing work a situation arises of, for example, dysfunction, culpable action by the temporary worker or in other cases where an income guarantee is not a good fit and the temporary employment agency is no longer able or willing to employ the temporary worker for that reason.		
4.	If the situation occurs as mentioned in paragraph 3, the temporary worker is entitled to:		
	a.	A homecoming guarantee, whereby transport costs to the home country are paid by the agency employer.	
	b.	The possibility of five consecutive nights in the agency company facilitated accommodation to stay at the agency company's expense.	
	c.	Remission of any outstanding debts accrued or arising in the first two weeks with the temporary worker's arrival in the Netherlands, insofar as they could not be deducted and/or set off on the basis of the statutory rules. These are debts insofar as they have been facilitated by the temporary employment agency and relate to:	
		*	transport home-country-Netherlands;
		*	transport commuting;
		*	housing; and/or
		*	health insurance.
5.	Where the circumstances referred to in paragraph 3 occur in the period from two weeks to two months after commencement of work, the temporary worker's entitlement to the income guarantee referred to in paragraph 1 shall continue.		
6.	Should the performance of the temporary worker following the income guarantee period be a reason not to offer any more (new) work, the temporary employment agency shall notify the temporary worker two weeks before the end of the two-month period.		
7.	The income guarantee is applied per period of four weeks. This period is linked to the tax return period for the wage tax return. In a calendar week in which the level of the income guarantee is not achieved, an advance payment is made to the temporary agency worker with which at least an amount equal to the full-time minimum (youth) wage per week is achieved in that week. In the first and/or last week of the income guarantee, this provision applies in proportion to the days worked in that week during the income guarantee period.		

Chapter 7 Other	
Article 53 Facilities for workers' organisations	
1.	*Reimbursement of union membership fees*

	At the request of the temporary worker, the temporary employment agency shall deduct his trade union membership fee to an employees' organisation from gross wage components, insofar as this is fiscally facilitated and the temporary worker's gross wage is sufficient for this purpose. The temporary worker shall provide the temporary employment agency with a statement of the trade union dues to be withheld.			
2.	*No disadvantage in union activities*			
	Temporary workers working in sectors and companies where activities of employees' organisations take place (including members' meetings because of collective bargaining negotiations, work-to-rule or strikes) shall be able to take part in them without being obstructed or disadvantaged by the temporary employment agency. The temporary employment agency addresses the client if it disadvantages the temporary worker as a result of his union activities.			
3.	*Leave of absence of executives*			
	a.	A managerial member of an employees' organisation is a temporary employee working at the temporary employment agency who holds an administrative or representative position for his employees' organisation and who has been notified as such in writing to the management of the temporary employment agency by the employees' organisation concerned. In this article written means 'by letter or e-mail'.		
	b.	An executive member of an employees' organisation who is registered as such with the temporary employment agency may take part in association meetings and training days of the employees' organisation for a maximum of four days without loss of pay. This also applies to participating in association meetings and training days at the client's premises.		
4.	*Access to the workplace*			
	Upon request the temporary employment agency shall inform the principal of the desire of representative(s) of employees' organisations to have access to the principal's company. The temporary employment agency and the principal are each approachable to such representative(s) on issues concerning the temporary worker's work situation.			
5.	*Promote and inform about activities of workers' organisations*			
	a.	Employer organisations offer employee organisations the opportunity to inform temporary workers about affiliated workers' organisations, the names of their representatives or contacts, and a reference to where they can find information on:		
		*	views, activities and communications of the workers' organisation(s) relating to the temporary employment sector;	
		*	meetings of workers' organisation(s).	
	b.	Upon request, the temporary employment agency shall reasonably offer employee organisations:		
		*	to use a meeting room within the temporary employment agency for the purpose of meetings of the employees' organisation relating to the temporary employment agency or sector, and for maintaining contacts with the members of the employees' organisations working at that temporary employment agency;	
		*	to inform the temporary worker about the candidature of members for the participation body of the temporary employment agency;	
		*	to inform temporary workers about the activities of workers' organisations through their (digital) publication channels for temporary workers.	
6.	In this article, employee organisations and employer organisations refer to the employee organisations and employer organisations involved in this collective agreement.			

Article 54 SFU	
1.	There is a social fund in the temporary employment industry with its own social fund collective agreement (Social Fund for the Temporary Employment Industry).
2.	CLA parties request the Social Fund for the Temporary Employment Industry to offer the temporary worker provisions within the objectives of equal pay as an alternative to the claims the employee employed by the client has in relation to the social fund applicable at the client.

Article 55 Private supplement WW and WGA	
1.	CLA parties participate in the collective labour agreement Private Supplement WW and WGA - Sector Services- not (semi-)public domain; sector 4-no. 07. This provides for the benefit of the temporary worker provide for supplementary insurance for unemployment and disability.
2.	The level of the premium for this insurance is determined by Stichting PAWW (and amounts to 0.1% in 2025. The temporary employment agency deducts the premium from the gross pay and pays it to Stichting PAWW. If the user company provides its own employee with an equal (worthy) position as the temporary employee with compensation for the premium to be paid, the temporary employment agency must apply the same.
More information can be found on the foundation's website: www.spaww.nl. Here, the current premium is always published and the concept of gross pay is explained in more detail.	

Article 56 Handling of complaints and/or disputes		
1.	The temporary employment agency and the temporary worker may submit a dispute to the Disputes Committee about:	
	a.	the implementation or application of this collective agreement; or
	b.	the determination of suitable employment.
2.	The temporary worker reports a dispute as referred to in paragraph 1 under a and b to the temporary employment agency's employee and goes through the following steps:	
	a.	The temporary worker shall enter into consultation with the staff member of the temporary employment agency within three weeks to reach a suitable solution.
	b.	If no solution is reached, the temporary worker can submit a complaint to the temporary employment agency within four weeks, which will make a decision within three weeks.
	c.	If the temporary worker disagrees with the decision of the temporary employment agency, he can submit the dispute to the Disputes Committee within four weeks.
3.	In the event of a dispute over the determination of suitable employment as referred to in paragraph 1(b), the following steps shall be followed:	
	a.	The temporary worker shall enter into consultation with the staff member of the temporary employment agency within a week to reach a suitable solution.
	b.	If no solution is reached, the temporary worker can submit a complaint to the temporary employment agency within one week, which will make a decision within two weeks.
	c.	If the temporary worker disagrees with the decision of the temporary employment agency, he can submit the dispute to the Disputes Committee within two weeks.
4.	The committee shall regulate its working methods in regulations. These also regulate the composition of the committee to hear a dispute. The regulations of the Disputes Committee can be accessed at .www.abu.nl/www.nbbu.nl	

Article 57 Merger conduct rules
In the case of proposed mergers and reorganisations, the private employment agency shall, in accordance with the applicable SER Merger Code of Conduct, inform the employees' associations concerned in good time and give them the opportunity to give their opinion.

Article 58 Compliance	
1.	A Foundation for Compliance with the Collective Labour Agreement for Temporary Workers (SNCU) has been set up by collective bargaining parties.
2.	The statutes and regulations of the SNCU are set out in the *Collective Labour Agreement Social Fund for the Temporary Agency Sector.*
3.	The SNCU should ensure that the provisions of the collective agreement are generally and fully complied with and is authorised by the parties to the collective agreement to do everything that may be useful and necessary to this end.

4.	The private employment agency is obliged to demonstrate, in the manner indicated in the regulations drawn up by the SNCU for that purpose, that the provisions of the *Collective Labour Agreement for Temporary Agency Workers* are faithfully observed.

Article 59 Dispensation	
1.	At the request of parties to another collective agreement, collective agreement parties may grant dispensation from the application of (provisions of) the collective agreement under conditions to be set by the collective agreement parties, which are included in Appendix VI to this collective agreement. Monitoring by the SNCU of compliance with the collective agreement (provision) submitted for dispensation will in any case be a condition for dispensation be set.
2.	A request for dispensation from (provisions of) the collective agreement must be submitted in writing, stating reasons, to the Dispensation Committee, which can be reached at the following address: Singapore Street 74, 1175 RA Lijnden or at dispensatiecommissie@abu.nl.
3.	The Dispensation Committee decides on a dispensation request on behalf of collective bargaining parties.

Article 60 The temporary worker with a foreign employment contract (WagwEU)
The posted worker, who is also posted within the meaning of Section 1(1)(3) of the Terms of Employment of Posted Workers in the European Union Act, shall, notwithstanding subsection 2 (Section 2a(1) and (4) of the Act on Declaring Provisions of Collective Labour Agreements Universally Binding and Unbinding) entitled to at least the terms and conditions of employment pursuant to the provisions of the collective agreement declared generally binding which the service provider must apply, with the exception of the provisions on procedures, formalities and conditions of conclusion and termination of the employment agreement and on additional occupational pension schemes.

Article 61 Amendments		
1.	If laws and regulations change, CBA parties will adjust the CBA accordingly (in the interim).	
2.	If there are further developments during the term of the CBA that affect these CBA, CBA parties will enter into discussion on this and, if necessary, also adjust the CBA (mid-term). In any case, the reason for discussion and possible cao adjustments are:	
	a.	developments around labour migration and, in particular, the politically and socially desirable separation of housing and employment. The collective agreement provisions on labour migration and in particular on housing will be reviewed by collective agreement parties in 2026;
	b.	unforeseen effects in the application of the CBA. CBA parties monitor how the CBA is applied and, where necessary, make further agreements to counter undesirable effects;
	c.	CBA parties monitor the feasibility of the CBA in practice and make additional agreements where necessary to ensure proper and workable implementation.

Annex I Pay slip	
Upon payment of wages, the temporary employment agency shall provide the temporary worker with a payslip in writing. On request, the temporary worker shall receive a printed copy of the payslip.	
The payslip consists of the following elements:	
a.	the wage amount;
b.	the amounts that make up the wage;
c.	the amounts deducted from the wage amount;
d.	the gross hourly wage;
e.	the number of hours worked;
f.	the bonuses granted over the hourly wage specified by type of bonus (both in percentages and in euros) and hours;
g.	the name of the employment agency;
h.	the name of the temporary worker;
i.	if possible, the name and place of business of the client;
j.	if applicable, the grading with the client;
k.	the wages paid;
l.	the statutory minimum wage and minimum holiday allowance applicable to the employee during this period;
m.	an explanation of the abbreviations used;
n.	any other deductions. If deductions are made from wages other than pursuant to the law or this collective agreement, this will only be done in consultation with the temporary worker and will be stated on the payslip.

Annex II Pension
To follow later

Annex III Job classification and job level		
1.	The methodology for classifying a temp job into a job group is based on the *Handbook of job classification for temporary workers*.	
2.	The *Manual on Job Classification for Temporary Workers* contains reference jobs with a job profile for each job. Each job profile is rated and classified into a job grade on that basis.	
3.	The *Handbook job classification for temporary agency workers* is available via the ABU and NBBU websites and the website of the employees' organisation. The handbook contains reference functions, but a much larger number of job titles are used in temporary employment practice. To facilitate the search for the right reference job, a tool has been created in the handbook. The first column of the tool lists a large number of reference functions in alphabetical order per work field that occur frequently in the temporary employment practice. In The second column lists the commonly used alternative job titles associated with the work fields. The third column lists the matching job level.	
Job classification procedure		
4.	a.	Temporary workers are classified according to the work they last performed.
	b.	This work, the job, consists of the activities, responsibilities and powers, as assigned to the temporary worker.
	c.	Job classification is done by comparing the job with the reference jobs. A further explanation of this is included in *the Manual on job classification for temporary agency workers.*
	d.	Temporary workers may object to their job classification. Article 56 of this collective agreement sets out the procedure for dealing with complaints and/or disputes.

Annex IV Housing standards		
1.	The records of the employment agency show a current list of all housing locations, including the number of occupants.	
2.	The permitted forms of accommodation are:	
	a.	a regular home;
	b.	A hotel/guesthouse;
	c.	residential units in a building complex;
	d.	chalets/living units;
	e.	housing on a recreational site;
	and other forms of housing designated by the Foundation for the Standardisation of Flexible Living (SNF).	
3.	The housing locations mentioned above in sub a (regular house) and c. (housing units in a building complex) must have at least 12 ^{m2} usable area (GFA)*. The other housing locations mentioned in sub b (hotel/guesthouse), d (chalets/residential units) and e (housing on recreational grounds) must have at least 10 $^{m2\ of}$ enclosed living space per person.	
4.	The controlling institution can assess safety and hygiene at the accommodation site.	
5.	The housing location should contain:	
	a.	one toilet per eight people;
	b.	one shower for every eight people;
	c.	30 litres of fridge/freezer space per person;
	d.	cooking burners, minimum four, with one burner for every two people if more than eight people and a minimum of 16 burners if more than 30 people;
	e.	six litres of extinguishing agent.
6.	An information card has been put up in the housing location. This is written in the residents' national language. The information card contains at least:	
	a.	The emergency number 112;
	b.	the telephone numbers of your own emergency service provider, the regional police and the fire brigade;
	c.	the abbreviated house and living rules;
	d.	an evacuation plan and emergency procedure;
	e.	the contact details of the (internal or external) manager of the accommodation site.
7.	Someone is available 24 hours a day in case of emergencies.	
8.	If the inspecting institution finds a locked bedroom during a housing site inspection, it may decide to order a re-inspection of the housing site.	
9.	The fire extinguisher(s) present on the housing site is/are inspected and the inspection is valid. There should be clear instructions on the fire extinguisher. There is a fire extinguisher within five metres of the cooking area. In addition, there is a fire blanket at the cooking facilities available.	
10.	Working smoke and CO detectors are mounted in the prescribed place in the housing location.	

Annex V Price-quality system (PKS) housing
Article 49 refers to a PKS for the maximum total cost of accommodation to be charged. The PKS distinguishes between basic conditions (the lower limit from SNF) and additional conditions. Meeting the basic conditions involves a basic amount per 1 July 2024 of € 109.44. This amount is always indexed on the basis of the development of the legal minimum wage, so for the first time on 1 January 2025. Per (additional) point, this amount will be increased by €0.90. From 1 January 2026, this amount will also always be indexed on the basis of the development of the statutory minimum wage. The amounts include VAT, water, electricity, gas, bedding, check-in, check-out and (home) insurance and exclude local taxes, food and drinks.

The temporary worker receives a confirmation with the number of points of his accommodation and the corresponding price.

In the case of negative deviations, the temporary employment agency must provide all employees at the relevant location
retroactively compensate the overpayment. In case of repeat offences within a year at the same location for the same deviations, the above applies including an additional compensation of 100 per cent.

The calculation model can be found atwww.abu.nl/kennisbank/arbeidsmigratie/prijs-kwaliteitssysteem- for-housing-labour-migrants-by-1-January-2025/

Basic conditions

# of persons per bedroom	Score: # of people per bedroom
1	20
Studio 2	8
2	0

# of people per shower	Score: # of people per shower
1	10
2	8
3	6
4	4
5	2
6	0
7	0
8	0

# m2 bedroom/person	Score: # m2 bedroom/person
3,6	0
4	0
4,5	0
5	2
5,5	4
6	6
6,6	8
7,5	10

# of people per kitchen	Score: # of people per kitchen
1	10
2	8
3	6
4	4
5	2
6	0
7	0
8	0

# m2 GFA	Score: # m2 GBO
12	0
13	0
14	0
15	2
16	4
17	6
18	8
>18	10

# people per w.c.	Score: # of people per w.c.
1	10
2	8
3	6
4	4
5	2
6	0
7	0
8	0

Additional conditions

# management (degree of presence/accessibility d	Score: # management (degree of presence/accessibility

> 40 hours working on site	4
< 40 hours working on site	0

Energy label	Energy label score
A	5
B	3
C	2
D	0
E	0
F	0
G	0

Region Location	Score Region	Provinces
Region 1	3	North Holland, South Holland, Utrecht
Region 2	2	Groningen, North Brabant, Gelderland, Flevoland, Zeeland
Region 3	0	Limburg, Overijsel, Drenthe, Friesland

# WIFI	Score: # WIFI
no	-10
yes	0

Annex VI Dispensation		
1.	CLA parties have implemented the Labour Foundation's advice that dispensation from an industry CLA should preferably be arranged by the parties themselves. To this end, Article 59 has been included in the CBA.	
Composition of Dispensation Committee		
2.	The Dispensation Committee consists of at least four members, supported by an independent secretary. Two members shall in any case be appointed by the General Union of Temporary Employment Agencies and two members shall in any case be appointed by the party/parties on the employees' side. The secretary and his deputy, if any, shall be appointed by the General Union of Temporary Employment Agencies.	
Mode of treatment		
3.	Parties requesting dispensation shall submit their request in writing to the Dispensation Committee. The Dispensation Committee can be reached at Singapore Street 74, 1175 RA Lijnden or at dispensatiecommissie@abu.nl.	
4.	The request shall be submitted with the addition of the collective agreement for which dispensation is sought, justification for the dispensation, justification regarding equivalence to the *Collective Labour Agreement for Temporary Workers* and the details of all relevant collective bargaining parties.	
5.	The Dispensation Committee is free to determine whether the parties must submit further written submissions.	
6.	The Dispensation Committee shall issue a written reasoned decision within eight weeks from the date of receipt of the complete file of the dispensation request.	
7.	If necessary, the Dispensation Committee may extend the period mentioned in paragraph 6 of this article once by four weeks.	
Criteria assessment of dispensation request		
8.	The Dispensation Committee reviews a dispensation request against the following criteria:	
	a.	The dispensation request must have been submitted by joint parties to another legally valid collective agreement.
	b.	The parties requesting dispensation must be sufficiently independent of each other, as formulated in the Verification Framework Generally Binding Declaration of Collective Labour Agreement Provision, effective date: 01-01-1999; as last amended by the *Government Gazette* 2010, 13489.

	c.	The collective agreement for which dispensation is requested was concluded on the employee side with at least two different parties that are directly involved in the ABU Collective Labour Agreement, or two different parties that are affiliated with the same trade union federations as those to which employee organisations involved in the ABU Collective Labour Agreement are affiliated.
	d.	The collective agreement for which dispensation is sought must not be contrary to law.
	e.	The collective agreement proposed for dispensation should be at least equivalent to the *Collective Labour Agreement for Temporary Agency Workers*.
	f.	The request should be reasoned.
Decision on dispensation		
9.	The dispensation is granted for no more than the duration of the collective agreement or the duration of the provision(s) submitted for dispensation. The duration of the dispensation will be further limited by the term of the *Collective Labour Agreement for Temporary Agency Workers* then in force.	
10.	Dispensation is granted only under the condition that the SNCU checks compliance with the collective agreement notified for dispensation.	
In this Annex, written means 'sent by letter or e-mail'.		

Protocol agreements		
Agreements away from temporary work		
1.	CLA parties have maintained the existing level of:	
	a.	accrual of holiday pay and holidays during the cessation of agency work (Article 40);
	b.	and continued sick pay (Article 41) when agency work has ceased.
	CLA parties are engaging in discussions and want to explore further what level here is appropriate for the future, after which a (mid-term) adjustment of the CBA could possibly follow.	
Heavy-duty scheme		
2.	a.	CLA parties are open to joining the heavy work schemes in other sectors, provided it is possible and feasible.
	b.	CLA parties are exploring the possibility of their own heavy work scheme.
	c.	CLA parties want to extend the existing affiliation to the heavy work scheme in Construction & Infra for the duration of one year. Thereafter, it will be reviewed whether further extension is desired.