

Chapter 1 General					
Article 1 Scope					
1.	This Collective Labour Agreement (CLA) applies to employers that are members of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU)*. The CLA applies to agency work employment contracts of members other than payroll agreements as referred to in Section 7:692 of the Dutch Civil Code, unless an exemption has been granted pursuant to Article 59 of the CLA.				
2.	<table border="1"> <tr> <td>a.</td><td>The <i>CLA for Temporary Agency Workers</i> does not apply to temporary employment agencies that make employees available to employers within the meaning of the CLA for the Construction and Infrastructure Sector for more than 50% of the annual wage bill.</td></tr> <tr> <td>b.</td><td>Notwithstanding subparagraph a. and in accordance with paragraph 1 of this article, this CLA applies to temporary employment agencies that are members of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU) or the ABU, or that have been granted an exemption from the generally binding CLA for the Construction and Infrastructure Sector.</td></tr> </table>	a.	The <i>CLA for Temporary Agency Workers</i> does not apply to temporary employment agencies that make employees available to employers within the meaning of the CLA for the Construction and Infrastructure Sector for more than 50% of the annual wage bill.	b.	Notwithstanding subparagraph a. and in accordance with paragraph 1 of this article, this CLA applies to temporary employment agencies that are members of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU) or the ABU, or that have been granted an exemption from the generally binding CLA for the Construction and Infrastructure Sector.
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* In terms of content, the ABU CLA contains the same terms and conditions of employment as the NBBU CLA.					
** In the CLA, persons are always referred to in the masculine form. This choice serves stylistic purposes only.					

Article 2 Definitions	
In this CLA, the following terms shall have the following meanings:	
a.	parties to the CLA: parties to the <i>CLA for Temporary Agency Workers</i> , namely NBBU and LBV;
b.	the CLA: this Collective Labour Agreement, including all appendices;
c.	basic wage: the periodic wage at the client, excluding holiday pay, allowances, reimbursements, overtime, etc.;
d.	remuneration: the total package of employment conditions applicable to the temporary agency worker under this CLA;
e.	customary wage: the total wage comprising the basic wage plus all wage elements and allowances that are paid on a regular basis and are directly related to the temporary agency worker's duties. This does not include expense allowances or wage elements that are conditional (such as a profit-sharing payment);
f.	equivalent remuneration: the equivalent terms and conditions of employment as referred to in Article 21 (equivalent remuneration) of this CLA;
g.	week worked: every week during which actual temporary agency work has been performed, regardless of the number of hours worked. Weeks in which the temporary agency worker takes paid annual leave are included, regardless of how many holiday hours have been taken;
h.	assignment: the agreement between the client and the temporary employment agency, regarding a temporary agency worker being made available to the client;
i.	client: the natural person or legal entity to whom a temporary agency worker is made available by the temporary employment agency;
j.	written/in writing: recorded in writing or made available digitally (electronically). If information is provided via an electronic portal, the temporary agency worker must be able to download the documents made available in this portal. The temporary agency worker must be informed at least one month in advance if this electronic portal will be closed or if the documents made available in it will be removed;
k.	making available: the employment of the temporary agency worker at the client;
l.	agency clause: the stipulation as referred to in Section 7:691 (2) of the Dutch Civil Code and Article 18 (1) of this CLA;
m.	temporary agency worker: the person who enters into an agency work employment contract with the temporary employment agency;

n.	temporary employment agency: the party who makes a temporary agency worker available (assigns) to a client;
o.	agency work employment contract: the employment contract within the meaning of Section 7:690 of the Dutch Civil Code, under which the temporary agency worker is made available by the temporary employment agency to the client on the basis of an assignment to perform work there under the client's management and supervision;
p.	week: the week starts on Monday at midnight and ends on Sunday at midnight.

Article 3 Duration, extension and termination, interim termination/changes	
1.	The term of the CLA runs from 1 January 2026 to 31 December 2028.
2.	If none of the parties to the CLA have given notice to terminate the provisions of the CLA by registered letter before the end of the term, these provisions shall be extended for a period of one year.
3.	The parties agree to terminate the agreement only if the options for entering into a new CLA have been exhausted. Termination can take place without a notice period, with effect from the end of the term. After termination, this CLA shall be extended for a period of one year and the parties shall use that year to explore how a new CLA can be concluded.

Article 4 Rights and obligations upon registration	
1.	When registering with the temporary employment agency, the candidate indicates whether they want to be considered for work.
2.	The registration does not oblige either the temporary employment agency or the candidate to offer or accept temporary agency work.
3.	Upon registration, the candidate must provide the requested information about their employment history. The information requested also includes information about training, work experience and competences at the previous client(s), in connection with being able to determine the job classification at the client as referred to in Article 25.
4.	If the information shows that the temporary employment agency could be regarded as a successive employer within the meaning of Article 15, the candidate, if so requested, must provide information about the transition payment paid to them and the temporary employment agency may withdraw the offer before the start of temporary agency work.

Article 5 Obligations of the temporary employment agency	
1.	The temporary employment agency rejects any form of discrimination.
2.	Prior to entering into an agency work employment contract, the temporary employment agency shall provide the temporary agency worker with a written copy of the CLA.*
3.	With the exception of Article 20a, the provisions of the CLA are so-called minimum provisions. It is only permitted to deviate from the CLA and its appendices if this is to the advantage of the temporary agency worker.
4.	At the request of the temporary agency worker, the temporary employment agency shall provide a statement of the number of agency work employment contracts entered into with the temporary agency worker and the dates of commencement and termination thereof. This statement also specifies what temporary agency work the temporary agency worker has performed and for which client(s) they have worked. This information will be provided for as long as the temporary employment agency may retain this data according to the retention periods stipulated under the General Data Protection Regulation (GDPR).
*The NBBU CLA and the ABU CLA are available as apps.	

Article 6 Obligations of the temporary agency worker	
1.	The temporary agency worker performs their work under the management and supervision of the client, on the basis of the agency work employment contract with the temporary employment agency.
2.	The temporary agency worker must adhere to reasonable regulations of both the temporary employment agency and the client regarding the performance of the work.

3.	If the temporary agency worker engages in inappropriate conduct, violates procedures or reasonable instructions, the temporary employment agency can impose one or more of the following sanctions:	
	a.	warning;
	b.	suspension, possibly without pay; and/or
	c.	dismissal, including summary dismissal.

Chapter 2 Legal position and flexibility

Article 7 Availability and exclusivity

1.	The temporary agency worker is free to accept work elsewhere, unless the temporary agency worker has indicated that they will be available to work through the temporary employment agency, with clarity about the day(s), (expected) time(s) and the (expected) number of hours of work.
2.	The temporary agency worker with an agency work employment contract with an obligation to continue to pay wages (as referred to in Article 39 of this CLA) may change the availability stated at the start of the agency work employment contract, subject to consultation with the temporary employment agency. The revised availability must at all times remain sufficient for the temporary employment agency to be able to make the temporary agency worker available for the agreed working hours for which the wage continuation obligation applies. Within this context, the requested availability must be in reasonable proportion to the agreed working hours for which the wage continuation obligation applies, both with regard to the (number of) day(s), the time(s) and the number of hours and with regard to the distribution thereof.

Article 8 Scheduling

If no fixed working hours have been agreed, the temporary agency worker will be given the opportunity to state their availability before scheduling. This availability shall be the basis for scheduling and can only be changed with the consent of the temporary agency worker. The temporary agency worker cannot be required to make themselves available beyond what can reasonably be expected in view of their agreed working hours.

Article 9 Call-up period and call-up rules

1.	If an employee at the client who performs a job equivalent to that of the temporary agency worker is subject to a shorter call-up period than the statutory period of four days, the temporary employment agency may also apply this shorter period, provided that it is not less than 24 hours.
2.	Where paragraph 1 applies, the temporary employment agency shall inform the temporary agency worker accordingly.

Article 10 Quarterly, annual or other period-based hours standard

1.	Where the client applies an annual or quarterly hours standard, or a standard covering another period comprising several pay periods to an employee performing the same or an equivalent role as the temporary agency worker, the temporary employment agency may also apply this standard to the temporary agency worker. This implements Article 11 (2) of the Dutch Minimum Wage and Minimum Holiday Allowance Act.
2.	Where paragraph 1 applies, the temporary employment agency shall inform the temporary agency worker accordingly.

Article 11 Time in lieu

1.	The temporary employment agency may likewise apply the client's time off in lieu scheme applicable to the client's own employees performing the same or an equivalent role as the temporary agency worker. This implements Article 13a (3) of the Dutch Minimum Wage and
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	Minimum Holiday Allowance Act. Any outstanding balance of excess or shortfall in hours at the end of the assignment shall be settled after the end of the assignment.
2.	Where paragraph 1 applies, the temporary employment agency shall inform the temporary agency worker accordingly.

Article 12 Recording of hours worked

1.	The temporary employment agency shall inform the temporary agency worker of the method used to record hours worked. This record of hours worked specifies the number of normal, premium and/or overtime hours and is kept in writing.
2.	The record of hours worked must be completed truthfully. The temporary agency worker may inspect the original record of hours worked and receives a copy thereof upon request.
3.	In the event of a dispute over records of hours worked, the burden of proof regarding the number of hours worked lies with the temporary employment agency.

Article 13 Conclusion of the agency work employment contract

1.	In the agency work employment contract, the temporary employment agency and the temporary agency worker shall agree in writing on the position, working hours, remuneration and the type of agency work employment contract as referred to in paragraph 3, with due observance of the CLA.
2.	The agency work employment contract commences at the time when the temporary agency worker commences the agreed work, unless otherwise agreed in the agency work employment contract.
3.	An agency work employment contract may be entered into in one of the following forms:
a.	the agency work employment contract with agency clause: A fixed-term agency work employment contract with agency clause is entered into for the duration of the assignment and up to the end of phase 1-2 /A*.
<i>With effect from 1 January 2028, subparagraph a. shall be replaced by the following:</i>	
a.	the agency work employment contract with agency clause: A fixed-term agency work employment contract with agency clause is entered into for the duration of the assignment and up to the period within the meaning of Section 7:691 (1) of the Dutch Civil Code.
b.	the agency work employment contract without agency clause: An agency work employment contract without agency clause is entered into for a definite or an indefinite period. An agency work employment contract without agency clause can be entered into for a definite period or for the duration of a project, the end of which must be objectively ascertainable. An agency work employment contract without agency clause is also referred to as a secondment agreement.
<i>* Whenever this CLA refers to phase 1-2, 3 and 4, the temporary employment agency can also opt to refer to A (for phase 1-2), B (for phase 3), and C (for phase 4).</i>	

This Article shall apply until 1 January 2028.

Article 14 Legal position

Phase 1-2

1.	a.	The temporary agency worker is in phase 1-2, as long as they have not worked for the same temporary employment agency for more than 52 weeks.
	b.	Deleted.
	c.	The 52 weeks in phase 1-2 are added up (only weeks worked and weeks of paid annual leave are counted, in accordance with Article 2, under g), as long as any interruption between two agency work employment contracts does not exceed six months. If there has been an interruption of six months or more, the count for phase 1-2 starts again.
	d.	The agency work employment contract following a previous agency work employment contract with the same temporary employment agency and the same client within one month, can only be entered into for a minimum duration of four weeks.

Phase 3

2.	a.	The temporary agency worker is in phase 3 once the agency work employment contract is continued after completion of phase 1-2* or when entering into a new agency work
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		employment contract with the same temporary employment agency within a period of six months after completion of phase 1-2.
	b.	Phase 3 lasts a maximum of three years and during this phase, a maximum of six agency work employment contracts without agency clause may be concluded.
	c.	In phase 3, the temporary agency worker always works on the basis of an agency work employment contract for a definite period of time without agency clause, unless an open-ended agency work employment contract without agency clause has explicitly been agreed.
	d.	The three-year period and the number of six agency work employment contracts without agency clause (as referred to under b) are added up as long as any interruption between two agency work employment contracts does not exceed six months. In that case, the interruption period is included. If there has been an interruption of six months or more between two agency work employment contracts, the count for phase 1-2 starts again.
Phase 4		
3.	a.	The temporary agency worker is in phase 4 once the agency work employment contract without agency clause is continued after completion of phase 3 or when entering into a new agency work employment contract with the same temporary employment agency within a period of six months after completion of phase 3.
	b.	During phase 4, the temporary agency worker shall work on the basis of an open-ended agency work employment contract without agency clause.
	c.	If after the termination of an open-ended agency work employment contract without agency clause, the temporary agency worker returns and the interruption has been six months or less, the temporary agency worker shall work on the basis of a phase 4 agency work employment contract. If there has been an interruption of six months or more, the count for phase 1-2 starts again.
4.		The phase count continues when the temporary agency worker transfers to and enters the employment of another temporary employment agency within the same group, unless the new temporary employment agency demonstrates, by means of the registration, job application or other facts and circumstances, that the transfer was made on the initiative of the temporary agency worker. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.
5.		The temporary agency worker and temporary employment agency may deviate from the phase system as described in this Article, if this is in favour of the temporary agency worker.
<i>*The 53rd to 78th weeks worked in phases 1–2 prior to 1 January 2023 are not taken into account in phase 3 as regards duration and the number of agency work employment contracts.</i>		

<i>On 1 January 2028, Article 14 will be replaced by the following Article.</i>		
Article 14 Legal position		
1.		This CLA uses a phase system to determine the legal position of the agency worker*. This phase system aligns with the law (Book 7, Title 10 of the Dutch Civil Code) in which the legal position of the temporary agency worker is regulated. The temporary agency worker and the temporary employment agency may deviate from the phase system and the law with respect to the legal position in favour of the temporary agency worker.
Phase 1-2		
2.	a.	Phase 1-2 is the period preceding Section 7:668a of the Dutch Civil Code, within the meaning of Section 7:691 (8) of the Dutch Civil Code. Phase 1-2 lasts 52 weeks worked in accordance with Section 7:691 (1) of the Dutch Civil Code. To calculate the 52 weeks worked, not only weeks worked but also paid holiday weeks are counted.
	b.	During phase 1-2, the temporary agency worker shall work on the basis of a fixed-term agency work employment contract with or without agency clause.
	c.	The application of the agency clause and/or exclusion of continued payment of wages in accordance with Section 7:691 (2) and (7) of the Dutch Civil Code must be recorded in writing in the agency work employment contract.
	d.	The agency work employment contract following a previous agency work employment contract with the same temporary employment agency and the same client within one month, can only be entered into for a minimum duration of four weeks.
Phase 3		

3.	a.	Phase 3 is the period within the meaning of Section 7:668a and Section 7:691 (8) of the Dutch Civil Code during which the temporary agency worker is employed on the basis of a fixed-term agency work employment contract without agency clause. Phase 3 lasts two years.**
	b.	In phase 3, a maximum of six fixed-term agency work employment contracts may be concluded in accordance with Section 7:668a and Section 7:691 (8) of the Dutch Civil Code. The agency clause cannot be applied in phase 3.
<i>Phase 4</i>		
4.		Phase 4 is the period in which the temporary agency worker is employed after phase 3 has been completed. During phase 4, the temporary agency worker shall work on the basis of an open-ended agency work employment contract without agency clause.
5.		The phase count continues when the temporary agency worker transfers to and enters the employment of another temporary employment agency within the same group of employment agencies, unless the new temporary employment agency demonstrates, by means of the registration, job application or other facts and circumstances, that the transfer was made on the initiative of the temporary agency worker. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.
<i>Interval</i>		
6.		The statutory interval period of 36 months within the meaning of Sections 7:668a and 7:691 of the Dutch Civil Code applies, as does the shortened interval for the exceptional cases referred to in these Articles.
<i>Exception for temporary agency workers in vocational training programmes and for minor temporary agency workers</i>		
7.		The temporary agency worker who:
	a.	has entered into an agency work employment contract in connection with a vocational training programme within the meaning of Section 7.2.2. of the Dutch Adult and Vocational Education Act; or
	b.	has entered into an agency work employment contract, has not yet reached the age of eighteen, and has average working hours of no more than twelve hours per week;
		continues, contrary to paragraph 2, to be in phase 1-2, and the duration of phase 1-2 is extended for as long as the temporary agency worker falls under a. or b. of this Article. In this case, the agency clause and the exclusion of the continued payment of wages may only be declared applicable during the first 52 weeks of phase 1-2.
8.		Once the temporary agency worker no longer falls under paragraph 7, under a or b, the following shall apply:
	a.	if the number of weeks worked in phase 1-2 at that point is less than 52, the count for phase 1-2 shall continue.
	b.	if the number of weeks worked in phase 1-2 at that point is 52 or more, the temporary agency worker shall start at the beginning of phase 3.
9.		If the temporary agency worker, at the time of working in phase 3, falls under paragraph 7, under a or b, the count for phase 3 as referred to in paragraph 3, under a and b, shall be suspended. The count in phase 3 shall resume once the temporary agency worker no longer falls under paragraph 7, under a or b.
<i>Exception for temporary agency workers entitled to state pension</i>		
10.		Temporary agency workers entitled to a state pension are those who reach or have reached the statutory pensionable age.
11.		Contrary to paragraph 3, phase 3 lasts four years for temporary agency workers entitled to a state pension, during which a maximum of six fixed-term agency work employment contracts may be concluded.
12.		If the agency work employment contract terminates by operation of law on account of reaching state pension age and a temporary agency worker entitled to a state pension returns to work for the temporary employment agency within 36 months after this termination, their legal position shall be determined as follows:
	a.	If the temporary agency worker entitled to a state pension was in phase 1-2, counting within phase 1-2 shall continue.
	b.	If the temporary agency worker entitled to a state pension was in phase 3 or 4, they start at the beginning of phase 3 and counting in phase 3 starts from the beginning.

13.	In the event of successive employership, where a temporary agency worker who is entitled to state pension continues to carry out their work through the temporary employment agency, their legal position shall be determined as follows:
a.	If the temporary agency worker entitled to a state pension has not accrued any relevant employment history after reaching the state pension age, they will start at the beginning of phase 1-2.
b.	If the relevant employment history accrued by the temporary agency worker entitled to a state pension after reaching the state pension age amounts to fewer than 52 weeks worked, this employment history shall be credited towards phase 1-2, after which the count within phase 1-2 shall continue.
c.	If the relevant employment history accrued by the temporary agency worker entitled to a state pension after reaching the state pension age amounts to 52 or more weeks worked, the temporary agency worker shall start at the beginning of phase 3.
	The definition of relevant employment history is set out in Article 15 (1) (successive employership).

Statutory transitional provisions

Interval

14.	The six-month interruption period applicable prior to the entry into force of this article shall remain applicable to agency work employment contracts concluded before that date. For agency work employment contracts entered into on or after the date of entry into force of this Article, the new interval as referred to in paragraph 6 of this Article shall apply. All of the above in accordance with statutory transitional provisions.***
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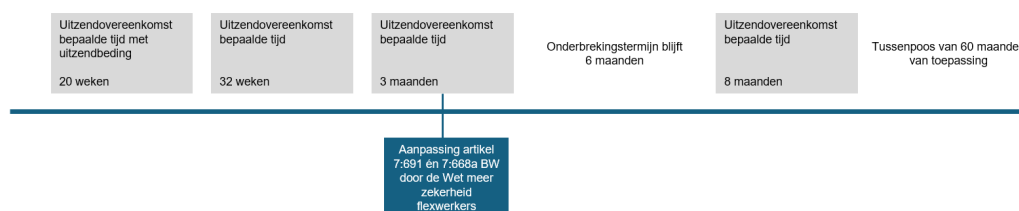
Phase 3

15.	a.	For fixed-term agency work employment contracts entered into on or after the date of entry into force of this Article, the three-year period applicable prior to that date shall continue to apply to phase 3.
	b.	In that case, the fixed-term agency work employment contract will end by operation of law on the agreed end date, unless the term of three years is exceeded earlier. In such cases, the temporary agency worker shall move to phase 4 by operation of law.
	c.	If a new agency work employment contract is concluded after the agency work employment contract referred to under a, the transitional provisions shall no longer apply to it.

** Whenever this CLA refers to phase 1-2, 3 and 4, the temporary employment agency can also opt to refer to A (for phase 1-2), B (for phase 3), and C (for phase 4).*

****The 53rd to 78th weeks worked in phases 1–2 prior to 1 January 2023 are not taken into account in phase 3 as regards duration and the number of agency work employment contracts.**

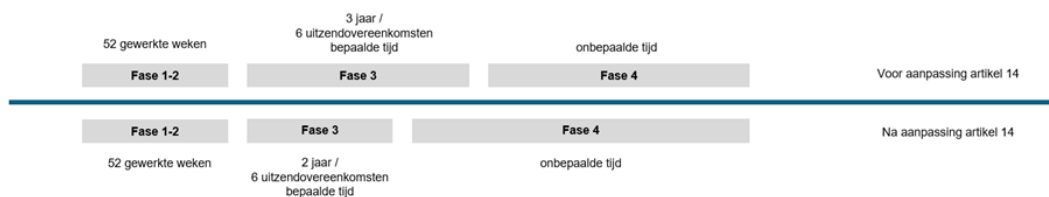
***** Schematic representation of the transitional provisions relating to the interval period:**



Explanation of the phases system

The legal framework governing the employment status of temporary agency workers, the phases system, is being shortened. The phase system comprises three phases (1-2, 3 and 4) and, prior to the entry into force of this Article, the temporary employment agency could make temporary agency workers available for up to four years before an open-ended employment contract between the temporary agency worker and the temporary employment agency would arise. This period is now reduced to three years, where:

- phase 1-2 lasts 52 weeks worked;
- phase 3 lasts for a period of two years; and
- phase 4 being the phase in which the temporary agency worker is employed on a permanent basis.



Phase 1-2

Phase 1-2 corresponds to the period within the meaning of Section 7:691 of the Dutch Civil Code. Phase 1-2 precedes the statutory rules governing successive fixed-term employment contracts. Phase 1-2 lasts until 52 weeks have been worked. This means that only the weeks actually worked count towards completing phase 1-2. This count continues as long as there has been no interruption exceeding 36 months. Interruption periods do not count towards this period.

Because the count is based on weeks actually worked, phase 1-2 may last longer than 52 weeks. However, if work is performed continuously, phase 1-2 lasts 52 weeks. For the period of 52 weeks worked, not only weeks worked but also weeks of paid annual leave are included.

In phase 1-2, an unlimited number of agency work employment contracts may be concluded, and the agency clause may be applied. The exclusion of the continued wage payment may also be agreed.

The agency clause is an agreement between the temporary employment agency and the temporary agency worker, under which the agency work employment contract terminates by operation of law (i.e. automatically) when the assignment on the basis of which the temporary agency worker is made available to the client comes to an end.

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

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

Example:

The temporary agency worker starts phase 1-2 with a fixed-term agency work employment contract for two weeks. The client is highly satisfied with the temporary agency worker and wishes to retain their services. The subsequent agency work employment contract must now be concluded for a minimum term of four weeks.

Phase 3

Phase 3 corresponds to the statutory provisions on succession of fixed-term employment contracts as governed by Section 7:668a of the Dutch Civil Code and Section 7:691 (8) of the Dutch Civil Code. The succession of fixed-term employment contracts normally spans a period of three years, during which up to three fixed-term contracts may be concluded. A statutory limitation applies to temporary agency work. For temporary agency work, the succession of fixed-term employment contracts is limited to two years, within which a maximum of six fixed-term contracts may be concluded. The count for phase 3 continues unless there has been an interruption of more than 36 months. Any interruption of 36 months or less is counted towards the phase 3 duration.

Example:

The temporary agency worker's initial contract in phase 3 was a fixed-term agency work employment contract for six months. The temporary agency worker spends two years working elsewhere. The temporary agency worker then returns and resumes work for the temporary employment agency. The temporary agency worker now enters phase 4. This is because the two-year interruption is counted towards the maximum duration of phase 3, thereby exceeding the phase 3 limit.

Phase 4

Phase 4 is the phase in which the temporary agency worker is employed under an open-ended agency work employment contract.

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

Exceptions

The statutory exceptions to the succession of fixed-term employment contracts also apply to the temporary agency worker and the temporary employment agency. This has the following consequences. For minor temporary agency workers with an agency work employment contract who work an average of no more than twelve hours per week, the succession rule does not apply to that agency work employment contract. These temporary agency workers therefore remain in phase 1-2 for as long as they have an agency work employment contract, are minors, and work no more than twelve hours per week. As a result, phase 1-2 may last longer than 52 weeks worked. The agency clause and the exclusion of the continued payment of wages may only be declared applicable during the first 52 weeks of phase 1-2. After that, they no longer apply.

This also applies to temporary agency workers who have entered into an agency work employment contract or a vocational training programme within the meaning of Article 7.2.2 of the Adult and Vocational Education Act.

If the minor temporary agency worker is in phase 3 and works for a maximum of twelve hours per week, or if the temporary agency worker begins a vocational training programme while in phase 3, the phase 3 count for the agency work employment contract under which the temporary agency worker is employed shall be suspended from that moment.

For temporary agency workers who have reached the state pension age, the rules on succession apply for a period of four years. This means that for this temporary agency worker, phase 3 shall last four years instead of two. Within this period, a maximum of six fixed-term agency work employment contracts may be concluded.

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

- the count for phase 1-2 shall be continued if the temporary agency worker was previously in phase 1-2; or
- the temporary agency worker returns to the start of phase 3 and the phase 3 count shall start over if the temporary agency worker was previously in phase 3 or 4;

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

- the temporary agency worker entitled to a state pension shall start at the beginning of phase 1-2 if no relevant employment history has been accrued after reaching the state pension age;
- the temporary agency worker's relevant employment history of less than 52 weeks worked shall be credited towards phase 1-2; or
- the temporary agency worker shall start at the beginning of phase 3 if the relevant employment history accrued amounts to 52 or more weeks worked.

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

This Article shall apply until 1 January 2028.

Article 15 Successive employership

1.	Successive employership exists if, within a period of six months, the temporary agency worker is successively employed by different employers who should reasonably be deemed to be each other's successors with regard to the work performed.
2.	When determining the legal position, the relevant employment history accrued with the temporary agency worker's previous employer(s) is incorporated into the phase system. Relevant employment history is taken to mean the number of weeks/the period in which the temporary agency worker reasonably performed the same or substantially the same work. The count of the weeks/period worked and employment contracts and/or agency work employment contracts starts at the beginning of phase 1-2.
3.	If the temporary agency worker transfers to another employment agency in order to continue their work with the same client, the legal position of the temporary agency worker, contrary to paragraph 2, is at least equal to their legal position with the previous temporary employment agency. Furthermore, the new temporary employment agency shall, upon the transfer of the temporary agency worker, establish the remuneration in accordance with the earlier pay scale grading, taking into account previously awarded and/or yet to be awarded increments.
4.	If the temporary agency worker was employed by the previous employer(s) on the basis of an employment contract and/or open-ended agency work employment contract, which was terminated legally, the legal position of the temporary agency worker in the case of successive employership is determined as follows:
*	if the relevant employment history of the temporary agency worker is less than 52 weeks worked, the relevant employment history will be incorporated in phase 1-2;
*	if the relevant employment history of the temporary agency worker is more than 52 weeks worked, the temporary agency worker starts at the beginning of phase 3.
	Lawful termination includes:
*	termination of the employment contract by the (previous) employer with permission from the Dutch Employee Insurance Agency (UWV);
*	termination with immediate effect by the (previous) employer for an urgent cause;
*	dissolution of the employment contract by the court;
*	termination by the (previous) employer during the probationary period;
*	termination of the employment contract on grounds of a stipulation to that effect or by giving notice on account of the temporary agency worker reaching the state pension age;
*	termination by the insolvency practitioner within the meaning of Article 40 of the Bankruptcy Act.
	Within the meaning of this paragraph, lawful termination does not include:
*	termination by mutual consent; or
*	notice given by the temporary agency worker.
5.	There is no successive employership where the application is precluded because the temporary agency worker has knowingly or otherwise culpably provided incorrect or incomplete information as referred to in Article 4 (3).

With effect from 1 January 2028, Article 15 (a) shall be replaced by the following Article.

Article 15 Successive employership

1.	In determining the temporary agency worker's legal position, the relevant employment history accrued while the temporary agency worker worked for their previous employer(s) shall be incorporated into the phase system. Relevant employment history is taken to mean the number of weeks/the period in which the temporary agency worker reasonably performed the same or
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	substantially the same work. The count of the weeks/period worked and employment contracts and/or agency work employment contracts starts at the beginning of phase 1-2.
2.	If the temporary agency worker (almost) immediately transfers to another temporary employment agency in order to continue their work with the same client, the legal position of the temporary agency worker, contrary to paragraph 1, is at least equal to their legal position with the previous temporary employment agency. The new temporary employment agency shall, upon the transfer of the temporary agency worker, establish the remuneration as per the temporary agency worker's previous classification. In doing so, account shall also be taken of any wage increments that have already been granted and/or are yet to be granted.
3.	If the temporary agency worker was employed by the previous employer(s) on the basis of an employment contract and/or open-ended agency work employment contract, which was terminated legally, the legal position of the temporary agency worker in the case of successive employership is determined by adjusting the relevant employment history of the temporary agency worker in the phase system.
*	if the relevant employment history of the temporary agency worker is less than 52 weeks worked, the relevant employment history will be incorporated in phase 1-2;
*	if the temporary agency worker's relevant employment history exceeds 52 weeks worked, the part of the relevant employment history that exceeds 52 weeks worked will be incorporated at the beginning of phase 3. The relevant employment history incorporated into phase 3 shall be regarded as a single contract for the purpose of counting the number of contracts in phase 3.
	Lawful termination includes:
*	termination of the employment contract by the (previous) employer with permission from the Dutch Employee Insurance Agency (UWV);
*	termination with immediate effect by the (previous) employer for an urgent cause;
*	dissolution of the employment contract by the court;
*	termination by the (previous) employer during the probationary period;
*	termination of the employment contract on grounds of a stipulation to that effect or by giving notice on account of the temporary agency worker reaching the state pension age;
*	termination by the insolvency practitioner within the meaning of Section 40 of the Bankruptcy Act.
	Within the meaning of this paragraph, lawful termination does not include:
*	termination by mutual consent; or
*	notice given by the temporary agency worker.
4.	There is no successive employership where the application is precluded because the temporary agency worker has knowingly or otherwise culpably provided incorrect or incomplete information as referred to in Article 4 (3).

Article 16 Probationary period

1.	In an agency work employment contract for a definite period of time without agency clause, a probationary period clause can only be included if the agency work employment contract is entered into for longer than six months. The legal terms apply in this instance.
2.	If after an interruption of one year or less, a subsequent agency work employment contract for a definite period of time is entered into without agency clause, a probationary period cannot be included for a second time. A second probationary period can still be agreed on, if the work to be performed clearly requires different skills or responsibilities.

Article 17 Working hours and working times

1.	The temporary employment agency enters into an agreement with the temporary agency worker about the number of hours to be worked per day/week/period.
2.	The temporary agency worker is subject to the working hours and the break and rest periods as referred to in the Working Hours Act, and they are the same as those in force at the client.
3.	In consultation with the client and temporary employment agency, the temporary agency worker is permitted to deviate from the working hours and/or times applicable at the client, without prejudice to the equal (or equivalent) remuneration provided for in Articles 21 and 22. This can be agreed on at either the start of the agency work employment contract or during the term thereof.

4.	The following applies:	
	a.	the deviation does not exceed the legal limits applicable to the client and/or the client's CLA (insofar as this exceeds the law);
	b.	the break and rest periods applicable to the temporary agency worker are not shorter than they are at the client.

Article 18 End of the agency work employment contract		
End of the agency work employment contract with agency clause		
1.	The agency work employment contract with agency clause ends by operation of law:	
	a.	as soon as the end date agreed on in the agency work employment contract has been reached;
	b.	at the end of phase 1-2;
	c.	if the making available of the temporary agency worker by the temporary employment agency to the client comes to an end:
	*	at the request of the client, because the client is no longer willing or able to engage the temporary agency worker, for whatever reason. During the temporary agency worker's incapacity for work, the assignment to the client does not come to an end and, consequently, neither does the agency work employment contract;
	*	because the temporary agency worker, for whatever reason, is no longer willing or able to perform the stipulated work, unless the temporary agency worker does not perform the stipulated work due to incapacity for work.
	During the temporary agency worker's incapacity for work, the agency work employment contract will still end as soon as the end date agreed on in the agency work employment contract has been reached (under a).	
2.	If the assignment lasted more than 26 weeks worked and the agency work employment contract ends on account of invoking the agency clause, the temporary employment agency, also during incapacity for work, shall be obliged to notify the temporary agency worker thereof at least ten calendar days before termination of the agency work employment contract by operation of law. If the temporary employment agency does not or not fully adhere to this notification period, it must pay compensation to the temporary agency worker equal to the basic wage that the temporary agency worker would have earned in the period of the notification period not taken into account. Unless, during that period, the temporary employment agency offers the temporary agency worker suitable work, as defined in Article 43.	
3.	The temporary agency worker must submit their request to terminate the agency work employment contract with agency clause to the temporary employment agency at least one working day in advance.	
Agency work employment contract without agency clause		
4.	The agency work employment contract for a definite period of time without agency clause can at all times be terminated by the temporary agency worker and the temporary employment agency in the interim with effect from the next working day, with due observance of the statutory notice period*, unless this has explicitly been excluded in writing in the agency work employment contract. If the term of the agency work employment contract is shorter than the statutory notice period, interim termination is in no case possible.	
5.	Contrary to paragraph 4, the temporary agency worker may terminate the agency work employment contract without agency clause with immediate effect, if the temporary employment agency relies on the exclusion of the obligation to continue to pay wages, as referred to in Article 39 (1).	
6.	The open-ended agency work employment contract without agency clause can be terminated with effect from the next working day, with due observance of the statutory notice period.	
Reaching state pension age		
7.	The agency work employment contract ends by operation of law on the day on which the temporary agency worker reaches the state pension age, unless this is explicitly deviated from in the agency work employment contract.	
Transition allowance		
8.	The following applies with regard to the transition allowance.	
	a.	If and to the extent that the temporary agency worker is entitled to a transition allowance pursuant to Section 7:673 of the Dutch Civil Code, and the temporary employment agency has not paid this transition allowance or has paid it only partially,

		then the temporary agency worker may claim payment of the transition allowance. They must do so within twelve months of the day on which the agency work employment contract ended.
	b.	If the temporary agency worker is confronted with the statutory limitation period of three months (Section 7:686a (4) of the Dutch Civil Code) within that twelve-month period, then the temporary agency worker shall be entitled, up to twelve months after the day on which the agency work employment contract ended, to compensation equivalent to the amount of the transition allowance to which they would have been entitled had they submitted their claim within the statutory limitation period.
* As referred to in Section 7:672 of the Dutch Civil Code.		

Chapter 3 Working

Article 19 Responsibilities of the temporary employment agency

1. The temporary employment agency agrees with the client that the latter treats the temporary agency worker with the same due care as it does its own employees and that the client takes appropriate measures to comply with the statutory requirements relating to health, safety and welfare.
2. Before work is started at the client, the temporary employment agency is obliged to inform the temporary agency worker about the required (professional) qualifications, and any health and safety risks that may be present and how these should be managed.

Article 20 Right to equipment

The temporary employment agency agrees with the client that by or on behalf of the client - under the same conditions as apply to the client for its own personnel - work-related equipment is provided to the temporary agency worker, if this is required for the performance of work (for example, for health and safety in the workplace) at the client.

Chapter 4 Remuneration

Article 20a Entry into force of the chapter on remuneration

1. This chapter replaces Chapters 4, 5 and 6 of the previous *CLA for Temporary Agency Workers*. The previous *CLA for Temporary Agency Workers* refers to the CLA that entered into force on 1 April 2024 and was extended on 7 January 2025, with KVO number 312535. As of 1 January 2026, the terms and conditions of employment of the temporary agency worker shall be replaced by the terms and conditions of employment arising from this chapter, which shall apply from that date onwards and relate to the period after 1 January 2026.
2. In the case of a (four-)weekly payroll, the changes resulting from this chapter may be implemented as of 29 December 2025 (the Monday of the first week of 2026) as if it were 1 January 2026.
3. The accrual system from the previous Chapters 4, 5 and 6 of the previous CLA shall cease to apply as of 1 January 2026. Any outstanding accruals at that time relating to non-statutory holiday entitlements, public holidays, short-term absence, special leave and birth leave shall be settled, as shall any compensatory hours, unless the temporary employment agency and the temporary agency worker agree otherwise. The settlement shall be based on the value of the accrual as built up prior to 1 January 2026.
4. The accrual for holiday allowance shall be retained.
5. The portion of the accrual for statutory holiday entitlements under an agency work employment contract with agency clause (as referred to in Article 26 (7) of the previous CLA) shall be converted into a proportional entitlement to holiday leave in time on 1 January 2026.
6. The obligation to use funds under Article 31 of the previous CLA shall end. Any unspent portion of the 2025 obligation to use funds may still be used by the temporary employment agency in

	2026 to support the sustainable employability of the temporary agency worker, as referred to in Article 30 of the previous CLA.
7.	In derogation from Article 5 (3), this Article is of a standard nature.

Paragraph 1 Remuneration	
Article 21 Equivalent remuneration	
1.	The temporary agency worker is entitled to equivalent remuneration.
<i>Equivalent essential terms and conditions of employment</i>	
2.	Equivalent remuneration means that the total package of essential terms and conditions of employment for the temporary agency worker must be at least equivalent to that of an employee directly employed by the client who performs the same or an equivalent role. This refers to the following terms and conditions of employment at the client:
a.	the wage and other allowances;
b.	the working hours, including overtime, rest periods, night shifts, breaks, the duration of annual leave, and work on public holidays.
<i>Equivalent non-essential terms and conditions of employment</i>	
3.	With regard to the total package of non-essential terms and conditions of employment, that is, those not listed in paragraph 2, the temporary agency worker is likewise entitled to at least equivalent remuneration compared to an employee directly employed by the client who performs the same or an equivalent role.
<i>Equivalent essential and non-essential terms and conditions of employment</i>	
4.	The total package of terms and conditions of employment for the temporary agency worker, as referred to in paragraphs 2 and 3 of this Article, must be at least equivalent to those of an employee directly employed by the client who performs the same or an equivalent role. If an employment condition is expressed as an amount, that amount is considered to be a gross value.
5.	If the temporary agency worker made available to the client is subsequently made available to another company by that client, the equivalent remuneration shall be determined on the basis of any employee who performs the same or an equivalent role at that company, under whose management and supervision the temporary agency worker performs their work.
6.	By virtue of the CLA, the temporary agency worker may enjoy certain benefits and protections that employees working for the client in an identical or comparable position do not have. The value of these benefits and protections must not be nullified by the total equivalent remuneration, which would reduce or eliminate the value of these benefits and protections.
<i>Explanation of essential and non-essential terms and conditions of employment</i>	
<i>A temporary agency worker is entitled to equivalent terms and conditions of employment. Therefore, the terms and conditions of employment applicable to the temporary agency worker must be at least equivalent to those of an employee directly employed by the client who performs the same or an equivalent role. This does not mean that every individual term or condition of employment must be identical in practice, but that the overall package must be equivalent.</i> <i>Within the framework of equivalent remuneration, the temporary employment agency may choose to apply certain terms and conditions of employment in the same way, and others in an equivalent manner. If an essential term or condition of employment (as referred to in Article 21 (2)) is applied differently to the temporary agency worker than to those employed directly by the client, any resulting disadvantage must be compensated by means of another essential term or condition of employment. Such a disadvantage may not be offset by a non-essential term or condition of employment.</i> <i>Only a disadvantage resulting from the different application of a non-essential term or condition of employment may be compensated by means of an essential term or condition of employment.</i> <i>Example:</i>	

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

Equivalence is assessed in two ways:

- *The total package of essential terms and conditions of employment must be at least equivalent; and*
- *The total package of essential and non-essential terms and conditions of employment must be at least equivalent.*

Explanation of paragraph 5

It is possible that the temporary agency worker is engaged by the client and subsequently seconded by that client to another client. In such cases, the equivalent remuneration must be determined by reference to the terms and conditions of employment applicable to an employee of the client who performs the same or an equivalent role as the temporary agency worker.

Explanation of paragraph 6

The application of the CLA may result in the temporary agency worker enjoying certain benefits and protections that employees working for the client do not have. This should be taken into account when applying equivalent terms and conditions of employment, and these benefits and protections may not be nullified. Consider, for instance, the rules on classification set out in Article 25. The application of these rules may result in the temporary agency worker being classified in a higher pay scale than the employee who starts in the same or an equivalent role at the client. If this situation arises, the value of this benefit must be taken into account when granting equivalent terms and conditions of employment. The benefit gained by the temporary agency worker as a result may not be reduced or nullified.

Example:

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

Article 22 Application of Article 8 (1) Dutch Workers Allocation by Intermediaries Act (Waadi)

1.	In derogation from Article 21, the temporary employment agency may, for each client to which one or more agency workers are made available, choose to apply the same terms and conditions of employment as those applicable to an employee directly employed by the client in the same or an equivalent role, in accordance with Article 8 (1) of the Waadi.
2.	If the temporary employment agency chooses to apply the same terms and conditions of employment in accordance with paragraph 1, then paragraphs 2 to 6 of Chapters 4 and 5 shall apply in full, with the exception of Articles 28 and 36.
3.	If the temporary agency worker made available to the client is subsequently made available to another company by that client, the equal remuneration as referred to in paragraph 1 shall be determined on the basis of the terms and conditions of employment of an employee working in the same or equivalent role at that company, under whose management and supervision the temporary agency worker performs their work.
4.	By virtue of the CLA, the temporary agency worker may enjoy certain benefits and protections that employees working for the client in the same or equivalent role do not have. These benefits and protections should not be reduced or nullified by applying the same terms and conditions of employment as those applicable at the client.

Explanation of paragraph 3

It is possible that the temporary agency worker is engaged by the client and subsequently seconded by that client to another client. In such cases, the equivalent remuneration must be determined by

reference to the terms and conditions of employment applicable to an employee of the client who performs the same or an equivalent role as the temporary agency worker.

Explanation of paragraph 4

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

Example:

The employee employed by the client in the same or an equivalent role starts at the bottom of the scale and earns €19.00 gross per hour. By virtue of Article 25, the temporary employment agency must in that case take account of the relevant employment history of the temporary agency worker. This means that the temporary agency worker receives €20.10 gross per hour, regardless of the fact that an employee employed by the client with the same or an equivalent role starts at the bottom of the scale and only receives €19.00 gross per hour.

Paragraph 2 Remuneration implementation rules

Article 23 Determining the remuneration and confirmation to temporary agency worker

1.	To determine the remuneration of the temporary agency worker, the value of each term or condition of employment at the client shall be used as the basis. If this value is expressed as a monetary amount at the client, that amount shall be treated as a gross value for comparison purposes.
2.	The temporary employment agency shall determine the remuneration of the temporary agency worker based on the information provided to the temporary employment agency by the client pursuant to Article 12a of the Waadi. The temporary employment agency provides for a process by which it ensures that the remuneration of the temporary agency worker is determined correctly.
3.	Each time a temporary agency worker is made available to a client, the temporary employment agency shall confirm the following to the temporary agency worker in writing:
a.	The expected commencement date of the assignment to the client;
b.	the name and contact details of the client, including a contact person (if any) and work address;
c.	the (general) job title and, if available, the job title in accordance with the client's remuneration regulations;
d.	the job classification and step in accordance with the client's remuneration regulations, if available;
e.	the agreed hours of work;
f.	where applicable, the expected end date of the assignment to the client;
g.	the CLA/remuneration regulations applicable at the client;
h.	the gross (hourly) wage; and
i.	the applicable terms and conditions of employment.
4.	In the event of a change in the terms and conditions of employment during the assignment, the temporary employment agency shall be obliged to confirm this change to the temporary agency worker in writing.
5.	At the request of the temporary agency worker, the temporary employment agency shall provide the information received from the client regarding the applicable terms and conditions of employment within its organisation, along with an explanation of how the equivalence of these terms and conditions for the temporary agency worker working at that client has been established.

Article 24 Determining the remuneration of non-classifiable temporary agency workers	
1.	If the client does not employ any staff in an equivalent role, and the temporary agency worker's work cannot be classified within the client's job structure, making it impossible to determine the applicable terms and conditions of employment at the client, then the temporary agency worker shall be considered non-classifiable. To determine whether the work is non-classifiable, the following step-by-step procedure shall be followed. <pre> graph TD A[A. Has the job content been described properly?] -- yes --> B[B. Is it an existing position at the client?] A -- no --> C[C. Is there a comparable position?] B -- yes --> F[The position is classifiable.] B -- no --> C C -- yes --> F C -- no --> D[D. Is there a classification method applicable to the position?] D -- yes --> F D -- no --> E[E. Is there a classification method being used?] E -- yes --> F E -- no --> G[The position is non-classifiable.] </pre>
2.	If contrary to Article 13 (2), it is agreed with the temporary agency worker that the agency work employment contract commences without the temporary agency worker actually commencing work, the temporary agency worker is non-classifiable for the period during which they are not yet made available.
3.	The remuneration of non-classifiable temporary agency workers is determined on the basis of consultations that the temporary employment agency conducts with the temporary agency worker and, if applicable, the client. As part of that process, the skills required for the position, the responsibilities, experience and educational level shall be considered, among other things. Where applicable, consideration shall also be given to the terms and conditions of employment of an employee in an equivalent role within the sector in which the client operates.
4.	At the request of the temporary agency worker, the temporary employment agency shall demonstrate that the work is non-classifiable.

Article 25 Job classification	
1.	In order to calculate the remuneration of the temporary agency worker, their role must be classified by the client as if they were to be employed there directly.
2.	If the client's policy is to partly determine the job classification at the start of the work on the basis of work experience, then this shall also apply to the temporary agency worker.
3.	If the client does not take into account the relevant work experience for the job during classification, this will nevertheless be taken into account for the temporary agency worker. In

	that case, the temporary agency worker cannot be classified in the lowest step of the job scale that applies to them. In consultation with the temporary agency worker and the client, the temporary employment agency will then determine which classification and step in the scale is appropriate for the temporary agency worker's relevant work experience for the position.
4.	When returning to the same client or to a client within the same CLA area in a virtually identical position, or in case of successive employership within nine months, the classification shall be based at least on the previous classification. When returning within nine months, a step increase will also be granted if such an increase would have been awarded during this interruption period and the temporary agency worker did not receive it because of this interruption.
5.	To determine the temporary agency worker's relevant work experience, the temporary employment agency will in any event take into account the information about training, work experience and competencies provided by the temporary agency worker.
6.	The temporary agency worker can ask the temporary employment agency for an explanation of their classification and the temporary employment agency is obliged to comply with this.

Article 26 Determining the hourly wage	
1.	If the temporary employment agency wishes to calculate an hourly wage in monetary terms, it shall base this calculation on the information received from the client. The information about the terms and conditions of employment as confirmed or provided by the client shall be decisive in calculating the hourly wage.
2.	Only if the information from the client does not provide sufficient clarity and certainty on how the hourly wage should be determined, the calculation method set out in the following paragraph shall be used.
3.	<i>Conversion to hourly wage</i>
a.	Does the CLA or terms and conditions of employment scheme of the client specify hourly wages for its own employees, or does it include a clear calculation method for converting monthly or period-based wages into an hourly wage?
b.	If so, the hourly wage that corresponds to the established job classification must be determined using the calculation method applied by the client.
c.	If not, the hourly wage corresponding to the set job classification must be calculated as follows.
	Monthly wage $4.35 \times \text{Normal Working Hours (NWH)}$
d.	The temporary employment agency must verify whether the client's CLA or the terms and conditions of employment scheme provides for normal working hours that differ per shift roster. In that case, the temporary employment agency must determine the hourly wage for the temporary agency worker on the basis of the normal working hours associated with the shift roster applicable to the temporary agency worker. If the temporary agency worker is made available in a different shift/duty roster for which the associated normal working hours differ, the hourly wage is again determined on the basis of the normal working hours associated with the new shift/duty roster. In addition, the continued payment of wages regulation in the event of cessation of agency work (paragraph 4 of Chapter 4 of this CLA) does not apply, unless the temporary agency worker is assigned fewer hours in the new shift/duty roster in proportion to the previous shift roster.
	Rounding the hourly wage must not have a detrimental effect on the temporary agency worker. This means that, when the hourly wage is converted back into the corresponding period wage, it must yield at least the same value.
4.	The hourly wage must at all times comply at least with the statutory minimum wage and minimum holiday allowance requirements.

Article 27 Increments	
1.	The following additional rules apply to the granting of periodic increments and the calculation of their value for temporary agency workers:

	a.	the temporary agency worker shall always be deemed entitled to receive (the value of) an increment, except if the temporary employment agency can demonstrate that the temporary agency worker would not have received an increment according to the rules and procedures at the client;
	b.	in the event assessment has not taken place, or if it was not conducted in time, making it impossible to determine the level and value of the increment, the temporary agency worker shall be deemed to receive the value of the increment that is demonstrably most common at the client.
2.	The temporary agency worker must not be denied (the value of) an increment simply because they are frequently assigned to different clients. In such cases, the temporary employment agency shall also take into account the relevant work experience gained at previous clients in (virtually) the same position for each subsequent assignment for the purpose of allocating an increment.	

Article 28 Basis for applying equivalent terms and conditions of employment		
1.	For the application of a specific term or condition of employment, the temporary employment agency may, for each client to which one or more agency workers are assigned, use either the basic wage or the customary wage as the basis. The temporary employment agency may, by way of exception, also use a different wage concept as the basis. For the continued wage payment during periods of incapacity for work and paid annual leave, the customary wage shall be used as the basis. For the calculation of supplements, the basic wage shall be used as the basis, taking into account the conditions applicable at the client.	
2.	It must be clear to the temporary agency worker which wage concept has been used as the basis, and this must be evident from the written confirmation of the temporary agency worker's assignment to the client or from the payslip.	

Article 29 Incapacity for work		
1.	On the first day of incapacity for work, the temporary agency worker is obliged to notify the temporary employment agency and the client as early as possible, in any case before 10.00 a.m. The notification must include the correct nursing address and the correct contact details.	
2.	If:	
	a.	no scope of work has been agreed or the scope of work is not unambiguous, or if
	b.	the actual scope of work in the period of thirteen calendar weeks prior to the week of reporting sick structurally deviates from the agreed scope of work,
	then the entitlement to (partial) continued wage payment shall be determined based on the average number of hours for which wages were paid during the past thirteen calendar weeks. Overtime is excluded, unless overtime is structural. Also, if prior to calling in sick, the agency work employment contract has been in place less than thirteen calendar weeks, the wage is due on the basis of the reasonably expected scope of work.	
3.	The temporary employment agency and the temporary agency worker shall jointly implement the absence management and reintegration process, while the temporary employment agency may establish further rules for this purpose. If the client imposes conditions for reintegration or resumption of work that affect the continued wage payment or the amount thereof, these conditions shall be deemed fulfilled from the moment and for the hours that the temporary agency worker starts the offered suitable work.	
4.	<i>Supplement to Sickness Benefit after termination of employment phase 1-2</i>	
	If the temporary agency worker is incapacitated for work at the time the agency work employment contract ends on the agreed end date by operation of law in phase 1-2, the temporary employment agency will supplement the sickness benefits if the temporary agency worker is entitled to these benefits:	
	*	during the first 52 weeks of incapacity for work, to 90% of the daily wage used as a basis for determining benefits, determined on the basis of the Employer Insurance Scheme Daily Wage Decision;
	*	during weeks 53 up to and including 104 of incapacity for work, to 80% of the daily wage used as a basis for determining benefits, determined on the basis of the Employer Insurance Scheme Daily Wage Decision.

	The temporary employment agency may take out insurance or make other arrangements to provide for this supplement. The maximum percentages that may be deducted from the temporary agency worker's basic wage for this insurance and/or arrangement are 0.30% for Temporary Employment Agencies I (office and administrative sectors) and 0.70% for Temporary Employment Agencies II (technical and industrial sectors). The temporary agency worker's wage must not fall below the minimum wage as a result of this deduction.
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Article 30 Public holidays	
1.	If it is not clear from the agency work employment contract or the assignment whether a public holiday observed by the client falls on a day that would normally be regarded as a working day for the temporary agency worker, i.e. a day on which the temporary agency worker would otherwise be expected to work, the day shall be deemed a public holiday if:
	a. the temporary agency worker has worked at least seven times on the relevant day of the week during a period of thirteen consecutive weeks immediately preceding the relevant public holiday; or
	b. the temporary agency worker has not yet worked for thirteen consecutive weeks, but has worked on the relevant day of the week in more than half the number of weeks in which they have worked.
	For the purpose of calculating the above-mentioned period of thirteen weeks (under a.) or the shorter period (under b.), successive contracts shall be aggregated where they succeed one another within a period of one month. Periods of interruption are not included.
2.	If, in relation to the day on which the public holiday falls:
	a. no scope of work has been agreed or the scope of work is not unambiguous, or if
	b. the actual scope of work during the aforesaid period of thirteen weeks (under a.) or less (under b.), referred to in paragraph 1 above, consistently deviates from the agreed scope of work;
	the public holiday shall be deemed to cover as many hours as the average number of hours for which wages were paid on that weekday during the thirteen-week period (under a.) or less (under b.) preceding the public holiday. Overtime is excluded, unless overtime is structural.
3.	The temporary agency worker must not be denied (the value of) a public holiday on the basis of irrelevant facts or circumstances, such as:
	a. the temporary agency worker takes leave immediately before or after the public holiday;
	b. the client's business is closed immediately before or after the public holiday;
	c. the temporary employment agency or client does not include the temporary agency worker in the work schedule on that day or decides to remove the temporary agency worker from the schedule on that day; or
	d. the public holiday coincides with a period of interruption between two successive agency work employment contracts and there is no reason for the interruption period other than the public holiday.
4.	In the event of a dispute about granting a public holiday, the temporary employment agency must make it plausible to the temporary agency worker that the decision against granting the public holiday was justified. If the temporary employment agency fails to make this plausible, the (value of the) public holiday will still be granted.

Article 31 Holiday entitlements	
1.	In derogation from Section 7:640a of the Dutch Civil Code and from the provisions applicable at the client for employees in equivalent roles, the following shall apply:
	a. statutory holiday entitlements accrued in phases 1-2 and 3 shall expire one year after the last day of the calendar year in which the entitlements were accrued;
	b. statutory holiday entitlements accrued in phase 4 shall expire five years after the last day of the calendar year in which the entitlements were accrued;
	c. non-statutory holiday entitlements accrued in any phase shall expire five years after the last day of the calendar year in which the entitlements were accrued.
2.	Holiday entitlements shall be granted to the temporary agency worker in the form of time off, unless the temporary employment agency and the temporary agency worker agree that non-statutory holiday days or hours shall be compensated in another manner.
3.	The temporary employment agency shall be obliged to enable the temporary agency worker to take holiday leave. The temporary employment agency may draw up holiday regulations.

Article 32 Holiday allowance	
1.	The holiday allowance shall be paid out to the temporary agency worker no later than in May or during the first week of June.
2.	Contrary to paragraph 1, the temporary employment agency and the temporary agency worker may agree that the holiday allowance shall be paid periodically.
3.	If the temporary agency worker takes a holiday and is not present due to holiday for at least seven consecutive calendar days, the temporary employment agency shall pay the accrued holiday allowance of the temporary agency worker earlier, if so requested.
4.	The temporary employment agency may, in a comparable manner, apply the derogation from Article 16 (1) of the Minimum Wage and Minimum Holiday Allowance Act as used by the client under its collective agreement for employees in the same or equivalent roles as the temporary agency worker. In addition, the temporary employment agency is permitted, in connection with the application of the principle of equivalent remuneration, to deviate from Article 16 (1) of the Minimum Wage and Minimum Holiday Allowance Act.

Article 33a Work and Care Act	
Within the limits of the Work and Care Act, the temporary employment agency may, in a similar manner, use the derogations provided for in this Act in a manner comparable to that applied by the client to employees of the client who perform the same or an equivalent role as the temporary agency worker.	

Article 33 Determining the value of a day (of leave)	
1.	If the temporary employment agency determines the value of a day (of leave), such as a holiday, public holiday, or a leave day under the working hours reduction scheme, it shall base this calculation on the information received from the client. The information regarding the terms and conditions of employment as confirmed or provided by the client shall be decisive in calculating the value of the day (of leave).
2.	Only if the information from the client does not provide sufficient clarity and certainty on how the value of a day (of leave) should be determined, the calculation method set out in the following paragraph shall be used.
3.	The value of a day (of leave) shall be 0.385%, based on 260 workable days. This is calculated as follows:
	day (of leave) 260

Article 34 Sustainable working and living	
1.	Arrangements relating to sustainable working and living include all schemes that:
a.	promote the sustainable employability of temporary agency workers through measures such as vocational training, career coaching, outplacement programmes, and personal development budgets, as well as by providing information, education, and social support relating to working and living in the Netherlands for temporary agency workers who do not permanently reside in the Netherlands.
b.	promote the vitality and health of the temporary agency worker, such as gym memberships, vitality budgets, (periodic) health checks, and coaching for a healthy lifestyle;
c.	promote a sustainable society and a greener planet, such as climate budgets for solar panels or heat pumps, and days off for volunteer work.
2.	Within the scope of the equivalence of the overall terms and conditions of employment as referred to in Article 21, the temporary employment agency may offer the temporary agency worker one or more alternative schemes relating to sustainable working and living, instead of the schemes offered by the client to employees in the same or equivalent roles as the temporary agency worker.

Article 34a Supplementary social security schemes/insurance	
1.	If the temporary employment agency offers the temporary agency worker:

	*	a supplementary social scheme or insurance on top of the supplementary sickness benefit referred to in Article 29 (4) or the Private WW and WGA Supplement referred to in Article 55; or
	*	another supplementary social scheme or insurance policy that provides for a (supplementary) benefit that goes beyond what is required by law;
	the corresponding premium shall be paid by the temporary agency worker.	
2.	If the supplementary social scheme or insurance is offered to the temporary agency worker as part of the equivalent remuneration and the client pays or compensates (part of) the premium for its own employee in the same or an equivalent role as the temporary agency worker, the temporary employment agency must also compensate (part of) the premium as part of the equivalent remuneration.	

Article 35 Gross allowances

Where a specific exemption applies as referred to in the Wages and Salaries Tax Act 1964, the temporary employment agency may choose to apply it. The fact that the client designates certain terms and conditions of employment as final-levy wage under the work-related costs scheme does not mean that the temporary employment agency is also obliged to do so. If the temporary employment agency designates a non-specifically exempted employment condition (in whole or in part) as a final-levy wage under the work-related costs scheme, the gross (taxable) value of the (partially) designated employment condition shall be paid out net (untaxed), rather than the net equivalent of that gross amount.

Article 36 Application of implementation rules

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

Article 36a Transitional provisions

Compensation for lower level terms and conditions of employment

1. If the temporary agency worker:
 - * is working for a client prior to 1 January 2026;
 - * continues to work for that client on 1 January 2026; and
 - * the application of the new remuneration scheme (excluding pension) results in a lower remuneration for the temporary agency worker than was applicable before 1 January 2026,
 then paragraphs 2 through 4 shall apply.
2. In the situation described in paragraph 1, the temporary agency worker shall retain, for a period of six months, at minimum the (value of the) previous level of holiday allowance and holiday entitlement accrued prior to 1 January 2026, as set out in Article 20a (1). This means the temporary agency worker:
 - a. is entitled to at least (the value of) a holiday allowance of 8.33%; and
 - b. for every full working month worked, is entitled to (the value of) 16 2/3 hours of holiday or, if only part of a month has been worked, a proportionate part thereof.
3. The six-month period referred to in paragraph 2 begins on 1 January 2026 and ends on 30 June 2026, regardless of any periods of interruption.
4. After the end of the six-month period referred to in paragraph 2, the provisions of paragraph 2 shall cease to apply.

Incapacity for work

5. If the temporary agency worker:
 - * became incapacitated for work prior to 1 January 2026;
 - * is still incapacitated for work on 1 January 2026; and
 - * is entitled to (partial) continued wage payment,
 then the temporary agency worker shall retain this entitlement for the hours during which the temporary agency worker is incapacitated for work, and the wage payment shall remain

	unchanged. The temporary agency worker shall also retain the right to at least the following for the hours they are incapacitated for work:
a.	(the value of) a holiday allowance of 8.33%; and
b.	a proportional share of (the value of) 16 2/3 hours of holiday per month based on full-time employment.
	For the hours during which the temporary agency worker is employed while incapacitated for work, the new rules set out in this chapter (Chapter 4) shall apply. If the temporary agency worker has made a full and lasting recovery, any subsequent incapacity for work shall also be governed by the new rules.

Paragraph 3 Exchange of terms and conditions of employment

Article 37 Exchange of terms and conditions of employment

General provisions

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

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

2. Exchange of terms and conditions of employment in connection with a specifically exempt reimbursement or provision for extraterritorial costs is permitted for the actual costs of double accommodation, and transport to and from the place of residence in the temporary agency worker's country of origin, subject to the following limitations and conditions:
 - a. The amount of the specifically exempt reimbursement or the value of the specifically exempt provision must be stated on the payslip.
 - b. The wage after the exchange may not be lower than the statutory minimum wage applicable to the temporary agency worker.
 - c. Exchange of terms and conditions of employment is limited to a maximum of 30% of the total gross wage eligible for exchange.
 - d. A specifically exempt provision shall be valued at its fair market value.
 - e. Terms and conditions of employment such as holiday entitlement, holiday allowance, special leave, and public holidays shall continue to accrue over the exchanged wage, insofar as applicable.
 - f. The exchange of part of the wage has no effect on the basis of the overtime pay and the allowance for irregular working hours.
 - g. Pension shall continue to accrue in respect of the exchanged employment condition.

Paragraph 4 Cessation of temporary agency work

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

1. Upon cessation of the agency work following the end of the assignment, the remuneration based on the employment conditions at the client shall also end.
2. The temporary employment agency and the temporary agency worker may, insofar as legally permitted, agree that the terms and conditions of employment accrued and used at the client shall be settled at the time the assignment ends.
3. The terms and conditions of employment accrued and used at the client shall in any case be settled if:

a.	the agency work employment contract ends and no new agency work employment contract is entered into immediately thereafter;
b.	there has been no entitlement to continued wage payment for a period of six weeks, despite the agency work employment contract remaining in force, excluding statutory holiday entitlements.
	Settlement in the situations referred to under a. and b. must take place in the next payment period following the occurrence of the relevant situation. The temporary employment agency and the temporary agency worker may agree to extend this period to a maximum of eighteen weeks if the work performed may still give rise to judicial and/or administrative fines.

<i>This Article shall apply until 1 January 2028.</i>	
Article 39 Continued payment of wages in the event of cessation of temporary agency work	
<i>Agency work employment contract without obligation to continue to pay wages</i>	
1.	The temporary employment agency only owes a temporary agency worker in phase 1-2 wages for the period during which the temporary agency worker actually carried out work. In derogation from Article 14 (1) under a., this also applies if a temporary agency worker is in phase 3, without full use having been made of phase 1-2. In such cases, the temporary employment agency shall be entitled, for a period of 26 weeks, or any period shorter than this if the temporary agency worker has already worked for the same temporary employment agency in phase 1-2, to exclude the continued wage payment obligation.
2.	Invocation of the exclusion of the obligation to continue to pay wages requires that the temporary employment agency communicates the possible application thereof in writing, at the start of the agency work employment contract.
<i>Agency work employment contract with obligation to continue to pay wages</i>	
3.	In the event of cessation of temporary agency work, the temporary employment agency shall be under an obligation to pay the temporary agency worker the basic wage for as long as, and/or for the portion of the working hours that the temporary agency worker has not yet been reassigned, if:
a.	the temporary agency worker works in phase 1-2 under an agency work employment contract without agency clause, and no written exclusion of continued wage payment as referred to in paragraph 1 has been agreed;
b.	the temporary agency worker is in phase 3 and no written exclusion of continued wage payment as referred to in paragraph 1 has been agreed; or
c.	the temporary agency worker is in phase 4.
	The amount of the basic wage referred to above shall be equivalent to the last basic wage the temporary agency worker earned at the client where the temporary agency worker was most recently employed before the agency work ceased.
<i>Lapse of the obligation to continue to pay wages</i>	
4.	The obligations to continue to pay wages as referred to in this article lapse, if the temporary agency worker:
a.	has terminated their registration with the temporary employment agency;
b.	has indicated that they are no longer available;
c.	can no longer be contacted by the temporary employment agency; or
d.	has refused an offer of suitable alternative work.

<i>With effect from 1 January 2028, Article 39 shall be replaced by the following Article.</i>	
Article 39 Continued payment of wages in the event of cessation of temporary agency work	
<i>Agency work employment contract without obligation to continue to pay wages</i>	
1.	The temporary employment agency only owes a temporary agency worker working in phase 1-2 wages for the period during which the temporary agency worker actually carried out work.
2.	Invocation of the exclusion of the obligation to continue to pay wages requires that the temporary employment agency communicates the possible application thereof in writing, at the start of the agency work employment contract.
<i>Agency work employment contract with obligation to continue to pay wages</i>	
3.	In the event of cessation of temporary agency work, the temporary employment agency shall be under an obligation to pay the temporary agency worker the basic wage for as long as, and/or

	for the portion of the working hours that the temporary agency worker has not yet been reassigned, if:
a.	the temporary agency worker is in phase 1-2 under an agency work employment contract without agency clause, and no written exclusion of continued wage payment as referred to in paragraph 1 has been agreed; or
b.	the temporary agency worker is in phase 3 or 4.
	The amount of the basic wage referred to above shall be equivalent to the last basic wage the temporary agency worker earned at the client where the temporary agency worker was most recently employed before the temporary agency work ceased.
<i>Lapse of the obligation to continue to pay wages</i>	
4.	The obligations to continue to pay wages as referred to in this article lapse, if the temporary agency worker:
a.	has terminated their registration with the temporary employment agency;
b.	has indicated that they are no longer available;
c.	can no longer be contacted by the temporary employment agency; or
d.	has refused an offer of suitable alternative work.

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

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

Article 41 Incapacity for work during cessation of temporary agency work

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

Article 41a Transitional provisions

A temporary agency worker whose agency work ceased before 1 January 2026 and who is entitled to continued wage payment shall retain this entitlement. The amount of the wage to be paid shall remain unchanged. This also applies if the temporary agency worker is incapacitated for work at that time and entitled to (partial) continued wage payment.

Paragraph 5 Unworkable weather

Article 42 Unworkable weather regulation

1.	If the weather is unworkable, as a result of which the temporary agency worker cannot perform their work, the temporary agency worker shall retain the right to the basic wage under an agency work employment contract with an obligation to continue to pay wages.
2.	If the client where the temporary agency worker works can invoke the 'Unworkable Weather Regulation'* established by the government, the temporary employment agency may choose to apply this scheme to the temporary agency worker as well, subject to the following conditions:

a.	Invoking the Unworkable Weather Regulation is only possible for temporary agency workers with an agency work employment contract without agency clause, whether for a fixed-term or an open-ended contract with a fixed number of working hours and where an obligation to continue to pay wages applies. With regard to the temporary agency worker, after the waiting days that apply to them (within the meaning of the Unworkable Weather Regulation), the obligation to continue to pay wages shall lapse if they are no longer able to perform their work due to unworkable weather and the temporary employment agency lawfully invokes the Unworkable Weather Regulation.
b.	The definition of unworkable weather and all other conditions regarding unworkable weather that apply at the client are, insofar as applicable, equally applied by the temporary employment agency to the temporary agency worker.
c.	For the rest, the temporary employment agency must also comply with the conditions included in the Unworkable Weather Regulation.
d.	If the temporary agency worker continues to receive wages from the temporary employment agency during periods of unworkable weather in which they cannot perform their work pursuant to the statutory obligation to continue to pay wages, during the applicable waiting days (within the meaning of the Unworkable Weather Regulation), or during hours for which the temporary employment agency receives unemployment benefit under the Unworkable Weather Regulation, those hours shall count as hours worked.
e.	Every day on which work cannot be performed as a result of unworkable weather, the temporary employment agency shall notify the temporary agency worker (i) of the number of working hours, (ii) the work location, (iii) the period of the day during which the work cannot be performed, (iv) the reason why the work cannot be performed, and (v) the fact that the unworkable weather has been reported to the Dutch Employee Insurance Agency (UWV).
f.	In the event the temporary employment agency receives unemployment benefits for the temporary agency worker from the Dutch Employee Insurance Agency (UWV), this benefit shall be supplemented by the temporary employment agency up to 100% of the customary wage the temporary agency worker would have earned had the weather not been unworkable.
* Regulation of the Minister of Social Affairs and Employment of 19 December 2019, 2019-0000157117, establishing circumstances and applicable conditions where the obligation to continue to pay wages does not apply.	

Paragraph 6 Suitable work

Article 43 Suitable work after cessation of temporary agency work

1.	If during the term of an agency work employment contract without agency clause in which the obligation to continue to pay wages has been expressly agreed, the agency work ceases due to the termination of the assignment, the temporary employment agency, during the term of this agency work employment contract, shall be obliged to seek and offer suitable and alternative work. The temporary agency worker shall be obliged to accept suitable and alternative work during the term of this agency work employment contract.
2.	Alternative work shall be deemed suitable:
a.	if the new position(s) is/are in line with work previously performed by the temporary agency worker and their training and abilities; or
b.	if it concerns a new position for which the temporary agency worker could be suitable within a reasonable period with or without the help of training and which is no more than two job levels lower than the position that has ceased to be available. To this end, the former position is then first classified in the Temporary Agency Worker Job Classification Handbook in accordance with Appendix III.
3.	The alternative work shall be offered under one of the following conditions:
a.	the work consists of average number of working hours per week, month or pay period equal to the agreed working hours;

	b.	the work represents average number of working hours per week, month or pay period which are fewer than the agreed working hours, provided that the hours during which no work is performed are paid in accordance with the most recent basic wage; or
	c.	the work represents average number of working hours per week, month or pay period which are more than the agreed working hours, insofar as the temporary agency worker can reasonably be expected to perform the additional hours over and above the agreed working hours.
4.		The temporary employment agency conducts a reassignment interview with the temporary agency worker focused on their reassignment options.
5.		The obligation to look for and offer suitable and alternative work and the obligation to continue to pay wages lapses if the temporary agency worker:
	a.	refuses an offer of suitable and alternative temporary agency work;
	b.	terminates their registration with the temporary employment agency;
	c.	is no longer fully available for work for the agreed duration of the agency work. The temporary agency worker must immediately notify the temporary employment agency thereof.
6.		If reassignment within a reasonable period* is unsuccessful, the temporary employment agency may contact the Dutch Employee Insurance Agency (UWV) requesting permission to terminate the agency work employment contract without agency clause on account of economic reasons.
* Reasonable period as referred to in Section 7:672 (2) of the Dutch Civil Code.		

Article 44 Remuneration in the event of a new assignment

1.	The remuneration of the temporary agency worker shall be reassessed upon each new assignment. The temporary agency worker shall receive this remuneration for the hours during which they perform suitable work.
2.	If it concerns a new assignment for fewer hours than stipulated in the agency work employment contract with an obligation to continue to pay wages, the temporary agency worker, in the event of a new assignment, is entitled to the most recent basic wage earned for the hours during which no work is performed. This is subject to the condition that the temporary agency worker remains available for the performance of suitable work for the total number of hours stipulated in the agency work employment contract.

Chapter 5 Pension and heavy work scheme

Article 44a Commencement of pension

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

Article 45 Pension

1.	The parties to the CLA have agreed on a pension scheme which provides for the accrual of a pension for temporary agency workers. This pension scheme is laid down in the pension agreement and is attached to this CLA.
2.	The Pension Fund for Personnel Services (Stichting Pensioenfonds voor Personeelsdiensten, StiPP) has been mandated by the parties to the CLA to implement the pension scheme.
3.	The pension agreement is further elaborated in the Articles of Association and regulations of StiPP.
4.	The Articles of Association and regulations of StiPP determine the rights and obligations of temporary agency workers and temporary employment agencies.
5.	The parties to the CLA agree on the contribution. The total contribution amounts to 23.4% of the pension base. The employer contribution rate is 15.9% of the pension base and the employee contribution rate is 7.5% of the pension base.
The pension regulations and further information are available at www.stippensioen.nl .	

Article 46 Pension and equivalence	
1.	The pension scheme is taken into account when assessing the equivalence of overall terms and conditions of employment. To compare pension schemes, the employer contribution rate is used as the benchmark. If the employer contribution rate under the client's pension scheme is higher than that of the temporary employment agency, the difference shall be compensated through other terms and conditions of employment, excluding supplementary pension contributions. This compensation must be calculated by multiplying the difference in employer contribution rates by the pension basis of the pension scheme of the temporary employment agency. In the case of a foreign temporary employment agency without a pension scheme in the Netherlands, the compensation is calculated as the client's employer's contribution rate multiplied by the client's pension base.
2.	In derogation from paragraph 1, the temporary employment agency may opt to calculate the compensation differently for the group of temporary agency workers employed by the client, namely by calculating the difference between the employer contribution rate applied by the client multiplied by the (average) pension base under the pension scheme of the client, and the employer contribution rate of the temporary employment agency multiplied by the (average) pension base under the temporary employment agency's pension scheme. The compensation calculated in this manner must not compromise the equivalence of the overall terms and conditions of employment.
3.	If pension is accrued over the compensation, the temporary employment agency may multiply the compensation by a factor* to be set annually by the parties to the CLA, based on actuarial advice.
4.	If the client still applies a contribution rate based on age brackets, the average employer contribution rate shall be used for the purposes of paragraphs 1 and 2. From the moment the client introduces a pension scheme for new employees without age brackets, and no later than 1 January 2028, the flat-rate contribution under the new pension scheme shall be used for the purposes of agency workers who enter employment on or after that date.
5.	In accordance with Article 32 (4), the temporary employment agency may apply the derogation from Article 16 (1) of the Minimum Wage and Minimum Holiday Allowance Act by excluding pension compensation from the basis for calculating holiday allowance.
<i>*As per 1 January 2026, this factor has been set at 0.853.</i>	

Article 47 Participation of temporary agency workers in the Construction & Infrastructure Heavy Work Scheme	
1.	The parties to the CLA are open to joining heavy work schemes in other sectors, provided this is feasible and practicable. Where participation is not possible or unworkable, the parties to the CLA shall explore how to offer an equivalent alternative.
2.	The following applies to the Construction & Infrastructure Heavy Work Scheme.
3.	The parties to the <i>CLA for Temporary Agency Workers</i> and the parties to the CLA for the Construction and Infrastructure Sector have made joint arrangements for the participation of temporary agency workers in the Construction and Infrastructure Heavy Work Scheme for 2026 . The parties to the <i>CLA for Temporary Agency Workers</i> aim to continue these arrangements on an annual basis. For 2026 , skilled workers who are members of the sectoral pension fund for the construction industry (bpfBOUW) may, subject to conditions, enter the Heavy Work Scheme and stop working up to three years before reaching the state pension age. The Heavy Work Scheme provides a (supplementary) heavy work benefit for a maximum of three years. Applications for the Heavy Work Scheme can be submitted via www.zwaarwerkregeling.nl .
4.	Temporary employment agencies that make skilled workers available who are members of bpfBOUW are required to pay a contribution to the Construction & Infrastructure Supplementary Fund. The contribution rate for the Heavy Work Scheme is set annually by the board of the Construction & Infrastructure Supplementary Fund Foundation following consultation with temporary agency sector representatives. For 2025, the contribution amounts to 1.49% of the pension base of all skilled workers in bpfBOUW (maximum pensionable wage minus the threshold wage). The obligation of the temporary employment agency to pay contributions continues until no later than three years after the end of the heavy work scheme's participation period (i.e. until 31 December 2028).

5.	Further information about the Heavy Work Scheme is available at www.zwaarwerkregeling.nl . The applicable rules are set out in the Heavy Work Regulations and the Financing Regulations of the Construction & Infrastructure Supplementary Fund. These regulations form part of the CLA BTER Construction & Infrastructure.
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Chapter 6 Special groups	
<i>This article shall lapse on 1 January 2028.</i>	
Article 47a Temporary agency workers entitled to state pension	
1.	This article applies to temporary agency workers who reach or have reached the state pension age. Both are hereinafter referred to as the temporary agency worker entitled to state pension.
<i>Legal position</i>	
2.	If the agency work employment contract terminates by operation of law on account of reaching the state pension age and a temporary agency worker entitled to state pension returns to work for the temporary employment agency within six months after this termination, their legal position will be determined as follows:
a.	If the temporary agency worker entitled to state pension was in phase 1-2, counting within phase 1-2 will be continued.
b.	If the temporary agency worker entitled to state pension was in phase 3, they start at the beginning of phase 3 and counting in phase 3 starts from the beginning.
c.	If the temporary agency worker entitled to state pension was in phase 4, they start at the beginning of phase 3 and counting in phase 3 starts from the beginning.
<i>Successive employership</i>	
3.	If the temporary agency worker entitled to state pension with successive employership continues their activities through the temporary employment agency, the temporary agency worker, in derogation from Section 7:668a (2), will start at the beginning of phase 1-2.

Article 48
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Article 49 Temporary agency workers not permanently residing in the Netherlands, accommodation, transport and medical expenses	
Articles 49, 50, 51, 52 apply only to temporary agency workers who do not permanently reside in the Netherlands and:	
a.	are recruited by or on behalf of the temporary employment agency outside the Netherlands; and/or
b.	are housed in the Netherlands to work in the Netherlands.
This does not include temporary agency workers who are frontier workers and who have their permanent home address in Belgium or Germany and who work in the Netherlands.	
<i>Accommodation</i>	
1.	The use of accommodation by the temporary agency worker cannot be made compulsory by the temporary employment agency and/or set as a requirement for the assignment.
2.	Accommodation that is offered must meet the housing standards set out in Appendix IV of this CLA if:
a.	the temporary employment agency withholds part of the temporary agency worker's wage to cover accommodation expenses or offsets accommodation expenses against the temporary agency worker's wage, or
b.	the temporary employment agency has entered into an agreement with the temporary agency worker about the use or rental of the accommodation.
A power of attorney is required in accordance with Article 51 in order to withhold an amount from the temporary agency worker's wage.	
3.	The temporary employment agency informs the temporary agency worker about the possibility of registering in the Dutch Personal Records Database [Basisregistratie Personen] (BRP).
<i>Charging of accommodation costs</i>	

4.	a.	The temporary employment agency may charge the temporary agency worker costs for using the accommodation. The maximum total accommodation costs* that may be charged are determined using the Price-Quality System (PQS). The PQS determines the maximum total costs* to be charged for accommodation based on quality standards. This is subject to the following:
	*	The maximum total accommodation costs* that may be charged are included in Appendix V of this CLA.
	*	For temporary agency workers whose contractually agreed basic wage is at least 140% of the statutory minimum hourly wage multiplied by 40 hours, the above cap does not apply. The maximum total accommodation costs* to be charged do, however, remain subject to the PQS.
	*	The PQS was introduced on 1 January 2025. For temporary employment agencies that indicate they have not yet implemented the PQS, the maximum total accommodation costs* that may be charged amount to 20% of the statutory minimum hourly wage applicable at the time, multiplied by 40.
	*	The PQS is included in Appendix V.
	b.	In the absence of the temporary agency worker, the temporary employment agency shall not charge costs to another temporary agency worker for use of the same accommodation in the same period for which the absent temporary agency worker has already paid.
	c.	If, during a four-week period of the employment relationship, the temporary employment agency has been unable to fully deduct accommodation costs due to the temporary agency worker's wage*** being insufficient, the resulting debt shall be compensated so the current account balance for accommodation costs no longer shows a negative balance****. This compensation may not be offset or deducted at a later time. This does not apply if written documentation demonstrates that the compensation cannot reasonably be borne by the temporary employment agency.
	d.	The maximum accommodation costs that may be charged to the temporary agency worker may not exceed the amount specified by law or in this paragraph. This also applies if the accommodation costs are included in the equivalent remuneration scheme.
<i>Leaving the accommodation</i>		
5.		When the agency work employment contract ends, a four-week transition period applies, within which the temporary agency worker must vacate the accommodation they rent from the temporary employment agency. The rent shall remain at most equal to the rent during the employment. The temporary agency worker pays the rent weekly and may not be required to pay the rent in advance.
6.		When collecting the rent and terminating the temporary agency worker's stay in the accommodation, the temporary employment agency shall take into account any special personal circumstances that prevent the temporary agency worker, through no fault of their own or because of illness, from paying the rent. In that case, the temporary employment agency will offer a reasonable period within which to vacate the accommodation, in view of the special personal circumstances. Among other things, the uncertainty about the end of the agency work employment contract and the options for returning to the country of origin are also taken into account.
<i>Transport to and from the country of origin</i>		
7.		The temporary employment agency provides information about transport to and from the country of origin. The temporary employment agency may offer to arrange the travel. The temporary agency worker does not have to accept this transport.
<i>Non-work related transport</i>		
8.		The temporary employment agency arranges alternative transport for the temporary agency worker who does not have their own transport if:
	a.	the accommodation is located outside the built-up area; and
	b.	the accommodation cannot be reached or is difficult to reach by public transport.
<i>Commuting</i>		
9.		The following applies for the temporary agency worker's commute to and from work:
	a.	If the temporary agency worker arranges their own means of transport, they may be entitled to a travel allowance based on the remuneration applicable to them.
	b.	If the temporary agency worker is entitled to a travel allowance based on the remuneration applicable to them, but uses transport arranged by the temporary

		employment agency instead, the temporary agency worker will not be paid any travel allowance and no personal contribution may be charged for that transport.
	c.	If the temporary agency worker is not entitled to reimbursement of travel expenses based on the remuneration applicable to them and uses the transport arranged by the temporary employment agency, a reasonable personal contribution may be charged for that transport.
<i>Health insurance and other insurances</i>		
10.		The temporary employment agency informs the temporary agency worker about the obligation to take out health insurance. In addition, the temporary employment agency makes the temporary agency worker an offer for health insurance. The temporary agency worker is not obliged to accept this offer.
11.		If the temporary agency worker accepts the health insurance offer, they may authorise the temporary employment agency to pay the nominal premium to the health insurer on their behalf. The temporary employment agency endeavours to ensure that the temporary agency worker, within two weeks:
	a.	after taking out this insurance, receives a copy of the policy stating the nominal premium; and
	b.	receives proof of termination of the health insurance when the insurance has ended.
12.		If the temporary employment agency makes an offer to take out another insurance policy (for example, liability insurance or repatriation insurance), it must provide adequate information to the temporary agency worker about the usefulness and necessity of the relevant insurance policy. The following applies to this offer:
	a.	the temporary agency worker is not obliged to accept the offer for insurance.
	b.	the periodic payments of the insurance premium to the insurer, which are made by the temporary employment agency on behalf of the temporary agency worker, can only be made subject to written authorisation from the temporary agency worker. In that case, the temporary employment agency endeavours to ensure that within a reasonable period of time after taking out the insurance, the temporary agency worker receives a copy of the policy, stating the nominal premium.
	c.	the temporary employment agency informs the temporary agency worker of the possible voluntary continuation of the insurance after the agency work employment contract has ended.
<i>Responsibilities of the temporary employment agency</i>		
13.		Prior to the temporary agency worker's arrival in the Netherlands, the temporary employment agency is obliged to enter into clear agreements with the temporary agency worker in the agency work employment contract regarding the nature of the employment contract, the application of the agency clause or the exclusion of the obligation to continue to pay wages, the working hours, the employment conditions and the CLA. The temporary employment agency ensures that the agency work employment contract and accompanying documents are available in both Dutch and the national language of the temporary agency worker.
14.		The temporary employment agency must provide the temporary agency worker with understandable information about the health and safety regulations in force at the client.
15.		The temporary employment agency endeavours to provide the temporary agency worker with appropriate social support.
16.		The temporary employment agency shall allow the temporary agency worker, if they so request, to take a holiday on an alternative public holiday (not being an official public holiday within the meaning of Article 30), provided the temporary employment agency has been notified thereof timely in advance.
17.	a.	After 26 weeks of work, the temporary employment agency informs the temporary agency worker about the possibilities of following a Dutch language course and facilitates such course where possible. Language courses count as training within the meaning of Article 30 (3) of the previous CLA. The previous CLA refers to the CLA within the meaning of Article 20a (1).
	b.	Training of this temporary agency worker (within the meaning of Article 30 of the previous CLA) will in any case include the activities related to the facilitation of work and accommodation.
<i>With effect from 1 January 2027, this paragraph will be replaced by the following paragraph:</i>		

17.	After 26 weeks of work, the temporary employment agency informs the temporary agency worker about the possibilities of following a Dutch language course and facilitates such course where possible.
18.	If the temporary employment agency helps complete forms, such as the T-form and the application for a healthcare benefit, only the temporary agency worker can be the immediate beneficiary of the refund. The refund is credited to the bank account of the temporary agency worker only.
19.	The temporary employment agency cannot require the temporary agency worker to make cash payments to the temporary employment agency.
<i>* This includes deductions and offsets</i>	
<i>** The period aligns with the payroll tax reporting period.</i>	
{I>*** In this context, wage refers to: (i) the portion of the hourly wage subject to statutory deductions under the Minimum Wage Act (capped at 25%), (ii) the portion of the hourly wage above the statutory minimum, and (iii) other monetary wage elements such as holiday allowance, supplements, bonuses and compensation under the working hours reduction scheme	
**** The first compensation applies to the initial four-week period of 2025, starting on 30 December 2024 (week 1 of 2025). This means the first compensation shall take place on 27 January 2025.	

Article 50 Setoff of fines	
1.	The setoff of fines is only permitted with respect to judicial and administrative fines owed by the temporary agency worker, this in accordance with Section 7:632 (1) under a of the Dutch Civil Code< 2} Fines are deemed to be owed if they are imposed on the temporary employment agency due to a violation by the temporary agency worker of a legal or administrative provision.
2.	Each individual setoff against the wage is specified in writing, if and insofar not already following on from Appendix I of the CLA. The temporary employment agency ensures that the temporary agency worker receives an overview of any possible setoff, in the national language of the temporary agency worker.

Article 51 Deductions from the wage	
1.	The temporary agency worker may grant the temporary employment agency a written power of attorney to make payments in their name from the wage to be paid. This authorisation can always be revoked.
2.	Deductions from the wages payable for transport costs to and from the temporary agency worker's place of residence in the country of origin may never exceed actual costs incurred.
3.	Costs of activities undertaken by the temporary employment agency for the purpose of social support and the administration with respect to the temporary agency worker's work and stay in the Netherlands cannot be withheld from the wage.
4.	Every deduction from the wage must be specified on the payslip in writing. The temporary employment agency ensures that the temporary agency worker receives an overview of possible deductions, in the national language of the temporary agency worker.

Article 52 Income guarantee	
1.	Agency workers who come to the Netherlands to work for that temporary employment agency for the first time and who are recruited by that temporary employment agency or by a third party outside the Netherlands on the instructions of that temporary employment agency are 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 term of the income guarantee is shortened proportionally if it concerns a contracted short-term project. The temporary agency worker must have been provided with clarity regarding the duration and conditions of the project in advance in their country of origin. Over that shorter period, the right to at least an amount equal to the full-time minimum (youth) wage applies in full. If it subsequently turns out that the project lasts two months or longer, a period of two months will still apply, over which the right to at least the full-time minimum (youth) wage applies.

3.	The income guarantee lapses in the event that a situation arises within two weeks of the commencement of the work involving, for example, poor performance, culpable conduct by the temporary agency worker or in other cases where an income guarantee is not appropriate and the temporary employment agency for that reason is no longer able or willing to continue to assign the temporary agency worker to work.	
4.	If the situation referred to in paragraph 3 arises, the temporary agency worker is entitled to:	
	a.	A repatriation guarantee, where the transport costs to the home country are paid by the temporary employment agency.
	b.	The option to stay for another five consecutive nights in accommodation facilitated by the temporary employment agency at the expense of the temporary employment agency.
	c.	The waiver of any outstanding debts that have accrued or arisen in the first two weeks with the temporary agency worker's arrival in the Netherlands, insofar as these could not be withheld and/or set off on the basis of the statutory rules. This concerns debts incurred through arrangements made by the temporary employment agency and relate to:
	*	transport home country-the Netherlands;
	*	commuting;
	*	accommodation; and/or
	*	health insurance.
5.	If the circumstances referred to in paragraph 3 occur in the period from two weeks to two months after the start of the work, the temporary agency worker's right to the income guarantee referred to in paragraph 1 shall remain in force.	
6.	If the performance of the temporary agency worker following the period of the income guarantee is a reason for no longer offering (new) work, the temporary employment agency shall inform the temporary agency worker of this two weeks before the end of the two-month period.	
7.	The income guarantee applies per four-week period. This period aligns with the payroll tax reporting period. In any calendar week where the guaranteed income level is not reached, the temporary agency worker shall receive an advance payment that ensures that they receive at least the equivalent of the full-time statutory (youth) minimum wage for that week. In the first and/or final week of the period during which income is guaranteed, this provision shall apply in proportion to the number of days worked in that week.	
8.	The full-time minimum (youth) wage refers to the minimum (youth) hourly wage multiplied by a full-time working week of 36 hours, unless the client applies a full-time working week of more than 36 hours. In such cases, the full-time working week applied by the client is used as the basis.	

Chapter 7 Miscellaneous

Article 53 Facilities for employees' organisations

1. *Reimbursement of trade union membership fees*

At the request of the temporary agency worker, the temporary employment agency will deduct the temporary agency worker's trade union membership fee to an employees' organisation from gross wage components, insofar as this is facilitated for tax purposes and the gross salary of the temporary agency worker is sufficient for said purpose. The temporary agency worker shall provide the temporary employment agency with a statement of trade union membership fees to be withheld.

2. *No prejudice in the event of trade union activities*

A temporary agency worker who works in sectors and companies where activities of employees' organisations are conducted (including member meetings on account of collective bargaining, instances of work-to-rule or strikes) will be able to participate in said activities without being impeded or disadvantaged by the temporary employment agency. The temporary employment agency will hold the client to account if the client disadvantages the temporary agency worker as a result of their trade union activities.

3. *Leave of executive members and/or ambassadors*

a. An executive member and/or ambassador of an employees' organisation is taken to mean a temporary agency worker working through the temporary employment agency, who performs administrative or representative duties for their employees' organisation and who

		has been registered in that capacity with the management of the temporary employment agency by the relevant employees' organisation in writing. For the purposes of this Article, 'in writing' means: 'by letter or by email'.
	b.	An executive member and/or ambassador of an employees' organisation who is registered with the temporary employment agency in that capacity may participate in union meetings and training days organised by the employees' organisation without loss of pay, subject to a maximum of four working days. This also applies to participating in union meetings and training days at the client.
4.	<i>Access to the workplace</i>	
		If so requested, the temporary employment agency shall inform the client about the request of representative(s) of employees' organisations to access the client's company. The temporary employment agency and the client shall each act as a point of contact for those representatives on topics concerning the work situation of the temporary agency worker.
5.	<i>Promoting and informing about activities of employees' organisations</i>	
	a.	Employers' organisations offer employees' organisations the opportunity to inform the temporary agency worker via CLA apps used in the temporary employment agency sector about affiliated employees' organisations, the names of their representatives or contacts, and a reference to where they can find information about:
	*	views, activities and announcements from the employees' organisation(s) with regard to the temporary employment agency sector;
	*	meetings of employees' organisation(s).
	b.	If so requested, the temporary employment agency offers employees' organisations a reasonable opportunity:
	*	to make use of a meeting room within the temporary employment agency for the employees' organisation to hold meetings with regard to the temporary employment agency or temporary employment agency sector and to maintain contact with the members of the employees' organisations working at that temporary employment agency;
	*	to inform the temporary agency worker about the nomination of members for the participation body of the temporary employment agency;
	*	to inform temporary agency workers about the activities of employees' organisations through their (digital) publication channels for agency workers.
6.	For the purposes of this Article, employees' organisations and employers' organisations means the organisations that are party to this CLA.	

Article 54 SFU

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

Article 55 Private Supplement to WW and WGA Benefits

1.	The parties to the CLA participate in the CLA on Private Supplement to WW and WGA Benefits – Services Sector (non-(semi) public domain), sector 4 no. 07. This provides temporary agency workers with supplementary insurance for WW and WGA benefits.
2.	The amount of the premium for this insurance is determined by Stichting PAWW and amounts to 0.1% in 2026. The temporary employment agency deducts the premium from the gross wage and remits it to Stichting PAWW. If the client provides its own employee in an equivalent role with compensation for the premium to be paid, the temporary employment agency must provide equivalent compensation to the temporary agency worker.
<i>Further information is available on the website of the foundation: www.spaww.nl. The current premium is always published here and the term of gross wage is explained further.</i>	

Article 56 Handling of complaints and/or disputes

1.	The temporary employment agency and the temporary agency worker may submit a dispute to the Disputes Committee about:
a.	the implementation or application of this CLA; or
b.	the establishment of suitable work.
2.	The temporary agency worker reports a dispute as referred to in paragraph 1 under a. to the temporary employment agency staff member and completes the following steps:
a.	The temporary agency worker shall consult the temporary employment agency staff member within three weeks in an attempt to reach an appropriate solution.
b.	If a solution cannot be reached, the temporary agency worker may submit a complaint within four weeks to the temporary employment agency, which shall issue a decision within three weeks.
c.	If the temporary agency worker does not agree with the decision of the temporary employment agency, they may refer the dispute to the Disputes Committee within four weeks.
3.	In the event of a dispute concerning the determination of suitable work as referred to in paragraph 1 (b), the following steps shall be followed:
a.	The temporary agency worker shall consult the temporary employment agency staff member within one week in an attempt to reach an appropriate solution.
b.	If a solution cannot be reached, the temporary agency worker may submit a complaint within one week to the temporary employment agency, which shall issue a decision within two weeks.
c.	If the temporary agency worker does not agree with the decision of the temporary employment agency, they may refer the dispute to the Disputes Committee within two weeks.
4.	The committee's procedures are laid down in regulations. These regulations also stipulate the composition in which the committee may handle a dispute. The regulations of the Disputes Committee may be consulted at www.nbbu.nl .

Article 57 Merger Code

In the event of proposed mergers and reorganisations, the temporary employment agency shall inform the relevant employees' associations in a timely manner and in accordance with the applicable SER Merger Code and shall give them the opportunity to issue advice.

Article 58 Compliance

1.	The parties to the CLA have formed the Foundation for Compliance with the CLA for Temporary Agency Employees (Stichting Naleving CAO voor Uitzendkrachten, SNCU).
2.	The Articles of Association and regulations of the SNCU have been laid down in the <i>CLA for the Social Fund for the Temporary Employment Sector</i> .
3.	The SNCU monitors general and full compliance with the provisions of the CLA and is authorised by the parties to the CLA to do everything that is conducive and necessary to that end.
4.	The temporary employment agency is obliged to demonstrate, in the manner set out in (a) regulation(s) drawn up for this purpose by SNCU, that the provisions of the <i>CLA for the Social Fund for the Temporary Employment Sector</i> are strictly complied with.

Article 59 Exemption

1.	If NBBU members come under the scope of another CLA as well, they can be exempted from the NBBU CLA by the Exemption Committee.
2.	A request for exemption from (provisions of) the CLA must be submitted in writing and supported by reasons to the Exemption Committee, which can be contacted at the following address: De Brand 20, 3823 LJ Amersfoort or info@nbbu.nl . In this Article, the term written or in writing is defined as stated below: 'sent by letter or by e-mail'.
3.	The Exemption Committee decides on exemption requests on behalf of the parties to the CLA.

Article 60

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Article 61 Amendments	
1.	If laws or regulations change, the parties to the CLA shall amend the CLA accordingly, including on an interim basis if necessary.
2.	If further developments arise during the term of the CLA that affect its content, the parties to the CLA shall enter into consultations and, where appropriate, amend the CLA on an interim basis as well. Grounds for consultations and possible amendments to the CLA include, at minimum:
a.	developments relating to labour migration, in particular the politically and socially desired separation between housing and employment. The CLA provisions on labour migration, especially those concerning housing, shall be evaluated by the parties to the CLA in 2026;
b.	unforeseen effects in the application of the CLA. The parties to the CLA shall monitor how the CLA is applied and, where necessary, make further arrangements to prevent undesirable effects;
c.	the parties to the CLA shall monitor the practical feasibility of the CLA and, where necessary, make further arrangements to ensure proper and workable execution.
Appendix I Payslip	
When wages are paid, the temporary employment agency shall issue the temporary agency worker with a written payslip. At their request, the temporary agency worker shall receive a printed copy of the payslip.	
The payslip must comply with Section 7:626 of the Dutch Civil Code and shall specify the following details:	
a.	the wage amount;
b.	the amounts that make up the wage;
c.	the amounts withheld from the wage amount;
d.	the gross hourly wage;
e.	the number of hours worked;
f.	the allowances provided in respect of the hourly wage specified per type of allowance (both in percentages and in Euro) and hours;
g.	the name of the temporary employment agency;
h.	the name of the temporary agency worker;
i.	the name and location of the client, if possible;
j.	if applicable, the job classification at the client;
k.	the wage paid;
l.	the statutory minimum wage applicable to the employee during this period;
m.	an explanation of abbreviations used;
n.	any other deductions. If deductions are made from the wage other than on the basis of law or this CLA, this shall only be implemented in consultation with the temporary agency worker and shall be itemised on the payslip.

Appendix II Pension
To follow

Appendix III Job classification and job level	
1.	The methodology for classifying a temporary agency position into a job category is based on the <i>Temporary Agency Worker Job Classification Handbook</i> .
2.	The <i>Temporary Agency Worker Job Classification Handbook</i> specifies reference positions with a job profile for each job. Each job profile has been valued and classified into a job category based on said valuation.
3.	The <i>Temporary Agency Worker Job Classification Handbook</i> is available on the websites of the NBBU, the ABU and the employees' organisations. Reference positions are included in the Handbook, but in practice, a much larger number of job titles are used by the temporary employment agencies. The Handbook offers a tool to facilitate the search for the correct reference position. The first column of the tool lists, in alphabetical order and by field of work, a large number of reference positions commonly used in the temporary employment sector. The

		second column shows the frequently used alternative job titles associated with the fields of work. The third column lists the matching job level.
<i>Job classification procedure</i>		
4.	a.	The temporary agency worker is classified based on the most recent work they have performed.
	b.	The position consists of the activities, responsibilities and powers assigned to the temporary agency worker.
	c.	The position is classified by comparison with the reference positions. A further explanation is included in the <i>Temporary Agency Worker Job Classification Handbook</i> .
	d.	The temporary agency worker can object to their job classification. The procedure for handling complaints and/or disputes is set out in Article 56 of this CLA.

Appendix IV Accommodation standards	
1.	The temporary employment agency's administrative records include an up-to-date list of all accommodation locations, including the number of occupants.
2.	The permitted forms of accommodation are:
a.	standard residential dwellings;
b.	hotel/guest house;
c.	residential units in a building complex;
d.	chalets/residential units;
e.	accommodation on a recreational site;
	and other forms of accommodation as designated by Stichting Normering Flexwonen (SNF).
3.	The accommodation locations referred to under a. (standard residential dwellings) and c. (residential units in a building complex) must offer at least 12 m ² of usable floor area (UFA)*. The other accommodation locations mentioned under b. (hotel/guest house), d. (chalets/residential units) and e. (accommodation on a recreational site) must offer at least 10 m ² of enclosed living space per person.
4.	The supervisory institution may assess safety and hygiene at the accommodation.
5.	The following must be present in the accommodation:
a.	one toilet per eight people;
b.	one shower per eight people;
c.	30 litres of refrigerator/freezer space per person;
d.	cooking hobs with at least four burners, with one burner available per two people if shared by more than eight people, and with a minimum of 16 burners if shared by more than 30 people;
e.	six litres of extinguishing agent.
6.	An information card is on display in the accommodation. It must be drawn up in the native language(s) of the residents. The information card at least lists:
a.	the emergency number 112;
b.	the telephone numbers of in-house emergency workers, the regional police and the fire brigade;
c.	a summary of the house rules;
d.	an evacuation plan and emergency procedure;
e.	the contact details of the (internal or external) manager of the accommodation.
7.	A contact person must be available 24 hours a day in the event of emergencies.
8.	Should the inspection authority come across a locked bedroom during an inspection of the accommodation, it may order a re-inspection of the accommodation.
9.	All fire extinguishers at the accommodation must have a valid inspection certificate. The fire extinguisher must display clear operating instructions. A fire extinguisher must be kept within five metres of where cooking takes place. In addition, a fire blanket must be kept near the cooking facilities.
10.	Smoke alarms and CO detectors must be in working order and mounted in the prescribed locations in the accommodation.

Appendix V Price-Quality System (PQS) for accommodation
Article 49 refers to a PQS for determining the maximum total accommodation costs that may be charged. The PQS distinguishes between basic conditions (the minimum standard set by SNF) and additional conditions. As of 1 July 2024, compliance with the basic conditions corresponds to a base amount of €109.44. This amount is indexed in line with changes to the statutory minimum wage with effect from 1 January 2025. For each (additional) point, this amount is increased by €0.90. This amount shall also be indexed annually from 1 January 2026 based on changes to the statutory minimum wage. The amounts include VAT, water, electricity, gas, bedding, check-in, check-out and home insurance, but exclude local levies, food and beverages.
The parties to the CLA have set the aforementioned amounts for the period from 1 January 2026 to 31 December 2027 in accordance with the table below. These amounts will not be indexed during this period.

	base amount	price per point	maximum amount
1 January 2026 – 31 December 2027	€ 127.88	€ 1.00	€ 159.85
The temporary agency worker receives confirmation stating the number of points assigned to their accommodation as well as the corresponding price.			
In the event of deviations that are disadvantageous to the temporary agency worker, the temporary employment agency must retroactively compensate all workers at the relevant location for any overpaid amounts. If the same deviations occur again at the same location within one year, the aforementioned compensation shall apply, together with an additional compensation amount equal to 100% of the overpaid amount.			
The calculation model is available on www.nbbu.nl/nl/prijs-kwaliteitssysteem-pks-voor-de-huisvesting-van-arbeidsmigranten-rekentool			
Basic conditions			
# persons per bedroom	Score: # persons per bedroom	# persons per kitchen	Score: # persons per kitchen
1	20	1	10
Studio 2	8	2	8
2	0	3	6
		4	4
		5	2
		6	0
		7	0
		8	0
# persons per shower	Score: # persons per shower	# m2 usable floor area	Score: # m2 usable floor area
1	10	12	0
2	8	13	0
3	6	14	0
4	4	15	2
5	2	16	4
6	0	17	6
7	0	18	8
8	0	>18	10
# m2 sleeping area/person	Score: # m2 sleeping area/person	# persons per toilet	Score: # persons per toilet
3.6	0	1	10
4	0	2	8
4.5	0	3	6
5	2	4	4
5.5	4	5	2
6	6	6	0
6.6	8	7	0
7.5	10	8	0
# Wi-Fi	Score: # Wi-Fi		
no	-10		
yes	0		

Additional conditions		
# management (on-site presence/availability)	Score: # management (on-site presence/availability)	
> 40 hours on-site	4	
< 40 hours on-site	0	
Energy label	Score Energy label	
A	5	
B	3	
C	2	
D	0	
E	0	
F	0	
G	0	
Region Location	Score Region	Provinces
Region 1	3	Noord-Holland, Zuid-Holland, Utrecht
Region 2	2	Groningen, Noord-Brabant, Gelderland, Flevoland, Zeeland
Region 3	0	Limburg, Overijssel, Drenthe, Friesland

Protocol Agreements		
<i>Agreements on cessation of temporary agency work</i>		
1.	When concluding the CLA, the parties to the CLA have maintained the existing provisions regarding:	
	a.	the accrual of holiday allowance and holiday days during periods of cessation of temporary agency work (Article 40);
	b.	continued payment of wages during illness (Article 41) in case of cessation of temporary agency work.
The parties to the CLA shall enter into consultations and further examine what level is appropriate for the future, after which the CLA may be amended (interim or otherwise).		
<i>Heavy Work Scheme</i>		
2.	a.	The parties to the CLA are open to joining heavy work schemes in other sectors, provided this is feasible and practicable.
	b.	The parties to the CLA shall explore the possibility of implementing their own heavy work scheme.
	c.	The parties to the CLA intend to extend the existing participation in the Construction & Infrastructure Heavy Work Scheme by one year. After that, they shall assess whether further extension is desired.