NBBU

COLLECTIVE AGREEMENT FOR TEMPORARY WORKERS

JANUARY 1, 2022 - JANUARY 2, 2023

CAO

COLLECTIVE AGREEMENT FOR TEMPORARY WORKERS

JANUARY 1, 2022 - JANUARY 2, 2023

NBBU

CONTENTS

CHAPTER 1 **GENERAL**
Article 1. Scope of application **7**
Article 2. Definitions **8**
Article 3. Duration, extension and termination, interim termination/changes **9**
Article 4. Rights and obligations upon registration **9**
Article 5. Obligations of the employment agency **9**
Article 6. Obligations of the agency worker **10**

CHAPTER 2 **LEGAL POSITION**
Article 7. Availability and exclusivity **11**
Article 8. Time sheets **11**
Article 9. Entry into the agency work employment contract **11**
Article 10. Legal position **12**
Article 11. Deviating legal position **16**
Article 12. Successive employer status **16**
Article 13. Trial period **17**
Article 14. Working hours and working times **18**
Article 15. End of the agency work employment contract **18**

CHAPTER 3 **WORKING**
Article 15 a. Responsibility employment agency **20**
Article 15 b. Right to tools **20**

CHAPTER 4 **REMUNERATION**
Article 16. User company remuneration **21**
Article 17. Determination of hourly wage and/or monetary compensation of ADV (reduction in working hours) **25**
Article 18. Holiday allowance **27**
Article 19. Compensatory hours **27**
Article 20. Exchanging benefits **28**
Article 21. Determining the remuneration of non-classifiable agency workers **29**
Article 22. Continued payment of wages in the event of loss of agency work **30**
Article 22 a. Unworkable weather regulation **32**
Article 23. Suitable work after loss of agency work **33**
Article 24. Continued payment of wages in the event of suitable work **34**
Article 25. Wages in the event of incapacity for work **35**

CHAPTER 5 **LEAVE ENTITLEMENTS**
Article 26. Days' holiday **37**
Article 27. Public holidays **38**
Article 28. Short-term leave, birth leave and special leave **39**
Article 29. Payment of leave entitlements/reservations, compensatory hours and holiday allowance **42**

CHAPTER 6 **SUSTAINABLE EMPLOYABILITY**
Article 30. Activities and costs of promoting sustainable employability **44**
Article 31. Spending obligation to promote the sustainable employability of the agency worker **45**

CHAPTER 7 **PENSION**
Article 32. Pension **46**

CHAPTER 8 **SPECIAL GROUPS**
Article 33. Negotiated wage for allocation group **47**
Article 34. Holiday workers **49**
Article 35. Agency workers entitled to an old-age pension **49**
Article 36. Agency workers not permanently residing in the Netherlands. Accommodation, transport and medical expenses **50**
Article 37. Setoff of fines **53**
Article 38. Deductions from the wage **53**
Article 39. Income guarantee **54**
Article 40. Monitoring income guarantee **55**

CHAPTER 9 **OTHER**
Article 41. Facilities for employees' organisations **56**
Article 42. Handling of complaints and/or disputes **57**
Article 43. Merger Code **58**
Article 44. Compliance **58**
Article 45. Dispensation **58**
Article 46. Private WW and WGA Supplement **59**

APPENDICES
I Reservations, waiting day compensation and distribution of contributions for sickness top-up benefits **60**
II Payslip **61**
III Pension agreement **62**
IV Job classification and job level **68**
V Housing standards **72**

Protocols **73**
Information on the relevant legal texts **74**

THE UNDERSIGNED, NAMELY:

EMPLOYEES' PARTIES

FNV
Postbus 9208, 3506 GE Utrecht
I www.fnv.nl

CNV Vakmensen.nl
Postbus 2525, 3500 GM Utrecht
I www.cnvvakmensen.nl

De Unie
Multatulilaan 12, 4103 NM Culemborg
I www.unie.nl

AND

EMPLOYERS' PARTY

De Nederlandse Bond van Bemiddelings- en
Uitzendondernemingen (NBBU)
Stadsring 171, 3817 BA Amersfoort
I www.nbbu.nl

each as a party of the second part,
declare that they have entered into the following collective agreement for agency workers,
effective from 1 January 2022.

Amersfoort, 2022

CHAPTER 1 GENERAL

ARTICLE 1
SCOPE

1. This collective labour agreement applies to employers who are members of the Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU)*. The collective agreement applies to agency work employment contracts of members other than payroll agreements as referred to in Section 7:692 of the Dutch Civil Code, subject to dispensation by virtue of Article 43 of the collective agreement.
   Chapter 2 of this collective agreement, with the exception of the agency clause, continues to apply to fixed-term payroll agreements concluded prior to and continuing after 1 January 2020, until the moment that these payroll agreements end. This is subject to the additional condition that the employment conditions of these payroll agreements are in accordance with the legal provisions applicable to payroll agreements and at least equal to what applies to payroll agreements concluded before 1 January 2020. Contrary to Article 18 of this collective agreement, a holiday allowance of 8% applies, unless the statutory payroll regulations stipulate that a higher percentage must be applied instead.
2 a. The *Collective Agreement for Agency Workers* does not apply to employment agencies that make available employees to employers within the meaning of the Construction & Infrastructure Collective Agreement for more than 50% of the annual wage bill.
   b. Contrary to under a. and in accordance with Article 1, paragraph 1, this collective agreement applies to employment agencies that are members of the Federation of Private Employment Agencies (ABU) or NBBU, or which are exempt from the *Construction & Infrastructure Collective Agreement* which has been declared generally binding.
   c. If an employment agency makes an agency worker available to a client who is bound by the *Construction & Infrastructure Collective Agreement* and this employment agency is subject to the *Collective Agreement for Agency Workers*, the employment agency is obliged to ask the client and to confirm to the agency worker which specific provisions from Appendix 7 of the *Construction & Infrastructure Collective Agreement* apply to him**.

* *In terms of content, the ABU collective agreement contains the same terms and conditions of employment as the NBBU collective agreement.*

** *In the collective agreement, persons are always referred to in the masculine form. This choice serves stylistic purposes only.*

ARTICLE 2
DEFINITIONS

In this collective agreement, the following terms are defined as outlined below:

a. negotiated wage: remuneration that applies to the agency worker as referred to in Article 33, which the user company remuneration (Article 16) does not fully apply to;
b. parties to the collective agreement: parties to the Collective Agreement for Agency Workers, namely NBBU and LBV;
c. collective agreement: this collective labour agreement, including all appendices and protocols;
d. effective wage: the time-based current gross salary, excluding holiday allowance, reservations, allowances and other payments, overtime, compensatory hours, etc., awarded with due observance of the collective agreement;
e. week worked: every week during which actual agency work has been performed, regardless of the number of hours worked (from 2 January 2023, weeks during which the agency work enjoys a holiday on full pay are also included);
f. user company remuneration: remuneration as referred to in Article 16 of this collective agreement;
g. instruction: the agreement between the client and the employment agency, regarding an agency worker being made available to the client;
h. client: the natural person or legal entity to whom an agency worker is made available by the employment agency;
i. written/in writing: recorded in writing or made available digitally (electronically).
   If information is provided via an electronic environment, the agency worker must be able to download the documents made available in it. The agency worker must be informed at least one month in advance if this electronic environment will be closed or if the documents made available in it will be removed;
j. assignment: the employment of the agency worker at the client;
k. agency clause: the stipulation as referred to in Section 7:691, subsection 2 of the Dutch Civil Code and Article 15, paragraph 1 of this collective agreement;
l. agency worker: the person who enters into an agency work employment contract with the employment agency;
m. employment agency: the party who makes an agency worker available (assigns) to a client;
n. agency work employment contract: the employment contract as referred to in Section 7:690 of the Dutch Civil Code, under which the agency worker is made available by the employment agency to the client on the basis of an instruction to perform work at that location under his management and supervision;
o. 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 collective agreement runs from 1 January 2022 to 2 January 2023. No change in the collective agreement with this term can be deemed to result in a deterioration for the agency worker of the provisions of the previous collective agreement.
2. If none of the parties to the collective agreement has terminated the provisions of the collective agreement by registered letter before the end of the term, these provisions will be extended for a period of one year.
3. The parties agree to terminate the agreement only if the possibilities for reaching a new collective agreement have been exhausted. Termination can take place without a notice period, with effect from the end of the term. After termination, this collective agreement will be extended for a period of one year and the parties will use that year to consider how a new collective agreement can still be reached.*

* *This agreement only applies to the collective agreement concluded for the period 1 January 2022 to 2 January 2023 and therefore not to extensions under paragraphs 2 and 3.*

ARTICLE 4
RIGHTS AND OBLIGATIONS UPON REGISTRATION

1. When registering with the employment agency, the candidate indicates whether he wants to be considered for work.
2. The registration does not oblige either the employment agency or the candidate to offer or accept agency work.
3. Upon registration, the candidate must provide the requested information about his employment history. Requested information also includes information about:
   - participation in the pension scheme with the previous employer(s), in connection with the assessment of whether the pension accrual should be continued immediately.
   - training, work experience and competences at the previous client(s), in connection with being able to implement the classification at the client as referred to in Article 16 paragraph 2.
4. If the information shows that the employment agency could be regarded as a successive employer within the meaning of Article 12, the candidate, if so requested, must provide information about the transition payment made to him and the employment agency may withdraw the offer before the start of agency work.

ARTICLE 5
OBLIGATIONS OF THE EMPLOYMENT AGENCY

1. The employment agency rejects any form of discrimination.
2. Prior to entering into an agency work employment contract, the employment

agency provides the agency worker with a written copy of the collective agreement. At his request, the agency worker will receive a printed copy of the collective agreement.

3. The provisions of the collective agreement are so-called minimum provisions. Deviating from the collective agreement and its appendices is only permitted if this is to the advantage of the agency worker.
4. At the request of the agency worker, the employment agency will provide a statement of the number of agency work employment contracts entered into with the agency worker and the dates of commencement and termination thereof, including a statement as to whether the requirements for participation in a pension scheme are met. This statement also shows what agency work the agency worker has performed and which client(s) he has worked at. This information will be provided for as long as the employment agency may retain this data according to the retention periods stipulated under the General Data Protection Regulation (GDPR).

ARTICLE 6
OBLIGATIONS OF THE AGENCY WORKER

1. The agency worker performs his work under the direction and supervision of the client, on the basis of the agency work employment contract with the employment agency.
2. The agency worker must adhere to reasonable regulations of both the employment agency and the client regarding the performance of the work.

   If the agency worker acts undesirably, violates procedures or reasonable regulations, the employment agency can impose one or more of the following sanctions:
   a. a warning
   b. suspension, possibly without pay; and/or
   c. dismissal (possibly with immediate effect)

CHAPTER 2 LEGAL POSITION

ARTICLE 7
AVAILABILITY AND EXCLUSIVITY

1. The agency worker is free to accept work elsewhere, unless the agency worker has committed to working through the employment agency instead, with clarity about the day(s), (expected) time(s) and the (expected) number of hours of work.
2. The agency worker with an agency work employment contract containing an obligation to continue to pay wages (as referred to in Article 22 of this collective agreement) can change his stated availability at the start of the agency work employment contract, subject to consultation with the employment agency. The changed availability must at all times remain sufficient for the employment agency to be able to make the agency worker available for the agreed working hours which the obligation to continue to pay wages applies to. Within this context, the requested availability must be in reasonable proportion to the agreed working hours which the obligation to continue to pay wages applies to, 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
TIME SHEETS

1. The employment agency informs the agency worker about the way in which hours worked are recorded. This time sheet contains the number of normal, premium and/or overtime hours and is recorded in writing.
2. The time sheet must be completed truthfully. The agency worker has access to the original time sheet and receives a copy thereof upon request.
3. In the event of a dispute over time sheets, the burden of proof regarding the number of hours worked lies with the employment agency.

ARTIKEL 9
AANGAAN VAN DE UITZENDOVEREENKOMST

1. In the agency work employment contract, the employment agency and the agency worker enter into written agreements about the position, working hours, salary and the type of the agency work employment contract as referred to in paragraph 3, with due observance of the collective agreement.
2. The agency work employment contract commences at the time when the agency worker effectively commences the agreed work, unless otherwise agreed in the agency work employment contract.

3. An agency work employment contract can be one of the following two types:
   a. an agency work employment contract with agency clause;
      An agency work employment contract with agency clause can be entered into for the duration of the assignment and up to the end of phase 1-2*.
   b. an agency work employment contract without agency clause;
      An agency work employment contract without agency clause can be entered into for a definite or an indefinite period of time. 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 measurable via objective means. An agency work employment contract without agency clause is also referred to as a secondment agreement.

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

Until 2 January 2023, Article 10 reads as follows:

ARTICLE 10
LEGAL POSITION

1. *Phase 1-2*
   a. The agency worker is working in phase 1-2, as long as he has not worked for the same employment agency for more than 78 weeks.
   b. In phase 1-2, the agency worker is always working on the basis of an agency work employment contract with agency clause, unless it has been explicitly agreed in writing in the agency work employment contract that the agency clause does not apply.
   c. The 78 weeks in phase 1-2 are added up (only weeks worked are counted), 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 counting of phase 1-2 starts at zero again.
   d. The agency work employment contract for a definite period of time without agency clause which, within one month, succeeds a previous agency work employment contract for a definite period of time without agency clause with the same employment agency and the same client, can only be entered into for a minimum duration of four weeks.
      With effect from 3 January 2022, points e and f are added to this paragraph:
   e. From 3 January 2022, a period of 52 weeks worked instead of 78 worked weeks applies to an agency worker who starts counting the weeks worked in phase 1-2 on or after 3 January 2022. In the case of this agency worker, whenever this paragraph under a to d reads 78 weeks worked, it must be read as 52 weeks worked.
   f. For an agency worker who started counting the weeks worked in phase 1-2 before 3 January 2022 (whether or not on the basis of successive employer status) and there has not been an interruption of more than six months, a term of 52 weeks worked instead of 78 worked weeks applies from 2 January 2023. For this agency worker, whenever this paragraph under a to d reads 78 weeks worked, it must from that moment also read 52 weeks worked. This means that:

- the agency worker who on 2 January 2023 worked in phase 1-2 **52 weeks** or more enters phase 3;
- the agency worker who on 2 January 2023 worked in phase 1-2 **not yet 52 weeks or more** enters phase 3 on the date on which the number of hours worked is 52 after 2 January 2023 and his employment is continued.

When entering phase 3, the then current or new agency work employment contract will be regarded as the first agency work employment contract in phase 3. The 53rd to 78th weeks worked in phase 1-2 before 2 January 2023 do not count in phase 3 in terms of duration and number of agency work employment contracts

2. *Phase 3*
   a. The agency worker works in phase 3 as soon as the agency work employment contract is continued after completion of phase 1-2 or when entering into a new agency work employment contract with the same employment agency within a period of six months after completion of phase 1-2.
   b. Phase 3 lasts a maximum of four years and during this phase, a maximum of six agency work employment contracts without agency clause can be agreed.
   c. In phase 3, the agency worker is always working on the basis of an agency work employment contract for a definite period of time without agency clause, unless an agency work employment contract for an indefinite period of time without agency clause has explicitly been agreed.
   d. The four-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 counting of phase 1-2 starts at zero again.

   With effect from 3 January 2022, points e and f are added to this paragraph:

   e. From 3 January 2022, for agency workers who start in phase 3 on or after 3 January 2022, phase 3 will last a maximum of 3 years instead of 4 years. In the case of this agency worker, whenever this paragraph under a to d reads 4 years, it must be read as 3 years.
   f. In the case of agency workers who started phase 3 before 3 January 2022 (whether or not on the basis of successive employer status) and there has not been an interruption of more than six months, from 2 January 2023, phase 3 lasts a maximum of 3 years instead of 4 years. In the case of this agency worker, whenever this paragraph under a to d reads 4 years, it must from that moment on be read as 3 years. This means that:
      - the agency worker who on 2 January 2023 worked **more than three years** in phase 3 enters phase 4 on the date on which his agency work employment contract is continued on or after 2 January 2023;
      - the agency worker who on 2 January 2023 has **not yet worked more than three years** in phase 3 enters phase 4 on the date on which the term in phase 3 has lasted three years and his employment is continued.

      There is one exception. A fixed-term agency work employment contract in phase 3 that was entered into before 1 January 2022 with an end date on or

after 2 January 2023 may still be served in phase 3, as long as the maximum term of four years is not exceeded. If the fixed-term agency work employment contract does cause the term of four years to be exceeded, the agency worker will automatically enter phase 4 on the transgression date.

3. *Phase 4*
   a. The agency worker works in phase 4 as soon as the agency work employment contracts without agency clause are continued after completion of phase 3 or when entering into a new agency work employment contract with the same employment agency within a period of six months after completion of phase 3.
   b. During phase 4, the agency worker will be working on the basis of an agency work employment contract for an indefinite period of time without agency clause.
   c. If after the termination of an agency work employment contract for an indefinite period of time without agency clause, the agency worker returns and the interruption has been six months or less, the agency worker will be working on the basis of a phase 4 agency work employment contract. If there has been an interruption of six months or more, the counting of phase 1-2 starts at zero again.

4. The counting in the phases continues when the agency worker transfers to and enters the employment of another employment agency within the same group of employment agencies, unless the new 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 agency worker. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.

5. The agency worker and employment agency may deviate from the phase methodology as described in this article, if this is in favour of the agency worker.

With effect from 2 January 2023, Article 10 will read as follows:

ARTICLE 10
LEGAL POSITION

1. *Phase 1-2*
   a. The agency worker is working in phase 1-2, as long as he has not worked for the same employment agency for more than 52 weeks.
   b. In phase 1-2, the agency worker is always working on the basis of an agency work employment contract with agency clause, unless it has been explicitly agreed in writing in the agency work employment contract that the agency clause does not apply.
   c. The 52 weeks in phase 1-2 are added up (only weeks worked are counted, in accordance with Article 2, under e), 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 counting of phase 1-2 starts at zero again.
   d. The agency work employment contract for a definite period of time without

agency clause which, within one month, succeeds a previous agency work employment contract for a definite period of time without agency clause with the same employment agency and the same client, can only be entered into for a minimum duration of four weeks.

2. *Phase 3*
   a. The agency worker works in phase 3 as soon as the agency work employment contract is continued after completion of phase 1-2 or when entering into a new agency work employment contract with the same 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 can be agreed.
   c. In phase 3, the agency worker is always working on the basis of an agency work employment contract for a definite period of time without agency clause, unless an agency work employment contract for an indefinite period of time 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 counting of phase 1-2 starts at zero again.
   e. If the agency worker was already working in phase 3 before 1 January 2022 and has a fixed-term agency work employment contract that was entered into before this date with an end date on or after 2 January 2023, this contract may exceed the term of three years without the agency worker transferring to phase 4. This fixed-term agency work employment contract will then end by operation of law on the agreed end date, unless the term of four years is exceeded earlier. In that case, the agency worker will automatically transfer to phase 4.

3. *Phase 4*
   a. The agency worker works in phase 4 as soon as 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 employment agency within a period of six months after completion of phase 3.
   b. During phase 4, the agency worker will be working on the basis of an agency work employment contract for an indefinite period of time without agency clause.
   c. If after the termination of an agency work employment contract for an indefinite period of time without agency clause, the agency worker returns and the interruption has been six months or less, the agency worker will be working on the basis of a phase 4 agency work employment contract. If there has been an interruption of six months or more, the counting of phase 1-2 starts at zero again.
4. The counting in the phases continues when the agency worker transfers to and enters the employment of another employment agency within the same group of employment agencies, unless the new 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 agency worker. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.
5. The agency worker and employment agency may deviate from the phase methodology as described in this article, if this is in favour of the agency worker.

ARTICLE 11
DEVIATING LEGAL POSITION

Statutory provisions on succession of employment contracts for a definite period of time
As long as the agency worker has not worked in more than 26 weeks, the employment agency may choose to apply the statutory provisions on succession of employment contracts for a definite period of time. In that case, the employment agency cannot (or no longer) make use of the phase system as referred to in Article 10 and the exclusion from the obligation to continue to pay wages as referred to in Article 22 paragraph 1 of this collective agreement. If there has been an interruption of six months or more, a new choice can be made. The remaining provisions of this collective agreement continue to apply in full.

ARTICLE 12
SUCCESSIVE EMPLOYER STATUS

1. Successive employer status is deemed to exist if, within a period of six months, the 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 built up with the 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 agency worker reasonably performed the same or practically the same work. The counting of the weeks/period worked and employment contracts and/or agency work employment contracts starts at the beginning of phase 1-2. An employment agency that provides an agency worker who was previously assigned through another employment agency will take into account the agency worker's job classification at the other employment agency as much as possible when classifying the job.
3. If the agency worker transfers to another employment agency in order to continue his work with the same client, the legal position of the agency worker, contrary to paragraph 2, is at least equal to his legal position with the previous employment agency. Furthermore, the new employment agency will, at the time of transfer, set 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 agency worker was employed by the previous employer(s) on the basis of an employment contract and/or agency work employment contract for an indefinite period of time, which was terminated legally, the legal position of the agency worker in the case of successive employer status is determined as follows:

- if the relevant employment history of the 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 agency worker is more than 52 weeks worked, the agency worker starts at the beginning of phase 3.

If there is successive employer status and the agency worker was employed by his previous employer(s) before 3 January 2022, the term of 52 weeks worked until 2 January 2023 referred to in this paragraph is 78 weeks worked.

Legal termination is taken to mean:

- termination of the employment contract by the (previous) employer with permission from the Employee Insurance Agency (UWV);
- termination with immediate effect by the (previous) employer for urgent causes;
- setting aside of the employment contract by the court;
- termination by the (previous) employer during the probationary period;
- termination of the employment contract on the basis of a stipulation to that effect or by giving notice on account of the agency worker reaching retirement age;
- termination by the insolvency practitioner within the meaning of Section 40 of the Bankruptcy Act.

Within the meaning of this paragraph, legal termination is not taken to mean:

- termination by mutual consent; or
- notice given by the agency worker.

5. Successive employer status does not apply, if:
    - the applicability thereof is not anticipated as a result of the agency worker knowingly or otherwise culpably providing incorrect or incomplete information as referred to in Article 4 paragraph 3.

ARTICLE 13
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 14
WORKING HOURS AND WORKING TIMES

1. The employment agency enters into an agreement with the agency worker about the number of hours to be worked per day/week/period.
2. The agency worker is subject to the working hours and the work 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 employment agency, the agency worker is permitted to deviate from the working hours and/or times applicable at the client. This can be agreed on at either the start of the agency work employment contract or during the term thereof.
   The following applies:
   a. the deviation does not exceed the legal limits applicable to the client and/or the client's collective agreement (insofar as this exceeds the law);
   b. the work and rest periods applicable to the agency worker are no shorter than they are at the client.

ARTICLE 15
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:
   a. by operation of law because the client, for whatever reason, no longer wants or is able to borrow the agency worker, or
   b. because the agency worker, for whatever reason, including incapacity for work, no longer wants or is able to perform the stipulated work.
      In the event of the agency worker being incapacitated for work, the agency work employment contract is deemed to have been terminated at the request of the client, immediately after calling in sick.
2. If the assignment lasted more than 26 weeks worked, the employment agency is obliged to notify the agency worker thereof at least ten calendar days before the termination of the agency work employment contract, if terminating by operation of law. This does not apply in the event of the agency worker being incapacitated for work. If the employment agency does not or not fully adhere to this notification period, it must pay compensation to the agency worker equal to the effective wage that the agency worker would have earned in the period of the notification period not taken into account, unless the employment agency offers the agency worker suitable work during that period, as described in Article 23.
3. The agency worker must submit his request to terminate the agency work employment contract to the 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 agency worker and the 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 agency worker can terminate the agency work employment contract without agency clause with immediate effect, if the employment agency relies on exclusion from continued payment of wages, as referred to in Article 22, paragraphs 1 and 6.
6. The agency work employment contract for an indefinite period of time without agency clause can be terminated with effect from the next working day, with due observance of the statutory notice period.

Reaching retirement age

7. The agency work employment contract ends by operation of law on the day on which the agency worker reaches retirement age, unless this is explicitly deviated from in the agency work employment contract.

* *as referred to in Section 7:672 of the Dutch Civil Code.*

CHAPTER 3 WORKING

ARTICLE 15A
RESPONSIBILITY EMPLOYMENT AGENCY

1. The employment agency agrees with the client that the latter treats the agency worker with the same due care as it does its own employees and that the client takes appropriate measures as regards the statutory regulations of health, safety and well-being.
2. Before work is started at the client, the employment agency is obliged to notify the agency worker about the required (professional) qualifications, the possible health and safety risks and how to control these.

ARTICLE 15B
RIGHT TO TOOLS

The 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 - job-related tools are provided to the agency worker, if these are required for the performance for the work (for example, for health and safety in the workplace) at the client

CHAPTER 4 REMUNERATION

Until 3 January 2022, Article 16 reads as follows:

ARTICLE 16
USER COMPANY REMUNERATION

1. The agency worker is entitled to the user company remuneration, unless Article 33 is applied. The user company remuneration consists of the following six elements, each of which is at least equal to the remuneration of an employee working in an equal or equivalent position at the client*, where the agency worker performs his duties under the direction and supervision of that client:
   a. only the applicable periodic pay in the scale;
   b. the applicable reduction of working hours (ADV). This can be compensated in time and/or money, at the discretion of the employment agency;
   c. all allowances for unsocial hours and/or working under (physically) straining circumstances related to the nature of the work. This includes, but is not limited to: overtime, working in the evening, at the weekend and on public holidays, shifted hours, shiftwork, low and/or high temperatures, hazardous substances, dirty work;
   d. initial wage increase (level and time as determined at the client);
   e. expense allowances (to the extent the employment agency can pay these free from wage tax and national insurance contributions: travel expenses, board and lodging costs and other expenses required for the performance of the job);
   f. increments (level and time as determined at the client).

   If the agency worker made available to the client is subsequently made available to another company, the user company remuneration is equal to the remuneration of an employee working in an equal or equivalent position at that client, where the agency worker performs his duties under its direction and supervision.
2. If the client applies a regulation that provides for compensation of travel hours or travel time in relation to the work, the employment agency also applies this regulation for compensation of travel hours or travel time to the agency worker. If the travel hours or travel time of the agency worker are already regarded as hours worked, the regulations at the client for travel hours or travel time do not apply.
3 The application of the user company remuneration is based on the information provided or confirmed by the client about the job category, the wage amount, the applicable reduction in working hours, the amount of the increment, the amount and time of the initial wage increase, and the (expense) allowances.
   The employment agency agrees with the client that the latter is obliged to provide the correct and complete information required for determining the user company remuneration in a timely manner.
4. The user company remuneration is determined per assignment.
5. a. If the agency worker works in (practically) the same position for different clients and, due to the change of clients, does not qualify for an incremental increase with these clients, the employment agency will take this work experience into account when deciding on awarding an incremental increase in

each subsequent assignment in (practically) the same position.

b. If within that framework, the agency worker referred to under a. commences employment with another employment agency within the same group of employment agencies, the new employment agency will also take into account the work experience referred to under a. when deciding on awarding an incremental increase, unless the new 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 agency worker. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.

6. The employment agency provides for a process by which it ensures that the user company remuneration is determined correctly.
7. With every assignment, the employment agency is obliged to confirm the elements referred to under a. through o. to the agency worker in writing.
   a. the anticipated commencement date;
   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. if applicable, the anticipated assignment end date;
   g. the collective agreement/remuneration regulations;
   h. the effective gross (hourly) wage;
   i. the applicable reduction of working hours (ADV) compensation;
   j. the applicable overtime and/or shifted hours allowances;
   k. the applicable allowance for unsocial hours (including public holiday allowance and allowances for physically straining circumstances);
   l. the applicable shift allowance;
   m. the applicable travel allowance;
   n. other applicable expense allowances;
   o. the applicable allowance for work-related travel hours or travel time.

   In the event of a change in the terms and conditions of employment during the assignment pertaining to one of the above elements, the employment agency is obliged to confirm this change to the agency worker in writing.
8. Following a reasoned request from the agency worker, the employment agency must provide a written explanation of the determination of its user company remuneration.
9. The application of the user company remuneration will never be adjusted retroactively, except:
   - in the event of intent or apparent abuse; or
   - if the employment agency has not made a demonstrable effort to correctly determine the user company remuneration as referred to in paragraph 6 of this article;
   - if the employment agency has not complied with the provisions of paragraph 7 under c., d., e., g., h., i., j., k., l., m., n. and o.;

- if, following a reasoned request from the agency worker, the employment agency has failed to provide a written explanation of the determination of the user company remuneration as referred to in paragraph 8 of this article.

* *If no employees are employed in an equal or equivalent position, Article 21 applies.*

With effect from 3 January 2022, Article 16 will be replaced by:

ARTICLE 16
USER COMPANY REMUNERATION

1. The agency worker is entitled to the user company remuneration, unless Article 33 is applied. The user company remuneration consists of the following nine elements, each of which is at least equal to the remuneration of an employee working in an equal or equivalent position at the client*1, where the agency worker performs his duties under the direction and supervision of that client:
   a. only the applicable periodic pay in the scale;
   b. the applicable reduction of working hours (ADV). This can be compensated in time and/or money, at the discretion of the employment agency;
   c. all allowances for unsocial hours and/or working under (physically) straining circumstances related to the nature of the work. Examples include overtime, working evenings, weekends and public holidays, shifted hours, shiftwork, low and/or high temperatures, hazardous substances, dirty work);
   d. initial wage increase from the same time and with the same amount as at the client*2;
   e. expense allowances (to the extent the employment agency can pay these free from wage tax and national insurance contributions);
   f. increments (level and time as determined at the client);
   g. allowance for work-related travel hours and/or travel time (unless the travel hours or travel time are already regarded as hours worked);
   h. one-off payments, regardless of the purpose or reason for the payment. One-off payments are not periodically recurring payments;
   i. homeworking allowances, whereby the part of the allowance that is not exempted by law is paid gross

   If the agency worker made available to the client is subsequently made available to another company, the user company remuneration is equal to the remuneration of an employee working in an equal or equivalent position at that client, where the agency worker performs his duties under its direction and supervision.
   With effect from 1 January 2023, point j will be added to paragraph 1 (and the user company remuneration consists of 10 elements):
   j. fixed end-of-year bonuses (amount, time and conditions as determined by the client).

2. If the client's policy with regard to the periodic pay in the scale is to partly determine the classification at the start of the work on the basis of experience in a virtually equal position, then this also applies to the agency worker. In that case, the employment agency will take into account the information provided

in accordance with Article 4, paragraph 3 about training, work experience and competences.
The agency worker can request the employment agency for an explanation about his classification. In any event, when returning to the same client on or after 3 January 2022 or to a client within the same collective agreement area in an almost identical position (given his relevant work experience), the classification will be based on at least the previous classification. The agency worker can request the employment agency for an explanation about his classification.

3. The application of the user company remuneration is based on the information provided or confirmed by the client about the job category, the wage amount, the applicable reduction in working hours, the amount of the increment, the amount and time of the initial wage increase, and the expense allowances, the reimbursement of travel hours and/or travel time, the one-off payments, homeworking allowances and other allowances.
   The employment agency agrees with the client that the latter is obliged to provide the correct and complete information required for determining the user company remuneration in a timely manner.
4. The user company remuneration is determined per assignment.
5. a. If the agency worker works in (practically) the same position for different clients and, due to the change of clients, does not qualify for an incremental increase with these clients, the employment agency will take this work experience into account when deciding on awarding an incremental increase in each subsequent assignment in (practically) the same position.
   b. If within that framework, the agency worker referred to under a. commences employment with another employment agency within the same group of employment agencies, the new employment agency will also take into account the work experience referred to under a. when deciding on awarding an incremental increase, unless the new 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 agency worker. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.
6. The employment agency provides for a process by which it ensures that the user company remuneration is determined correctly.
7. With every assignment, the employment agency is obliged to confirm the elements referred to under a. through q. to the agency worker in writing.
   a. the anticipated commencement date;
   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. if applicable, the anticipated assignment end date;
   g. the collective agreement/remuneration regulations;
   h. the effective gross (hourly) wage;

i. the applicable reduction of working hours (ADV) compensation;
j. the applicable overtime and/or shifted hours allowances;
k. the applicable allowance for unsocial hours (including public holiday allowance) and allowances for physically straining circumstances;
l. the applicable shift allowance;
m. the applicable travel allowance;
n. other applicable expense allowances;
o. the applicable allowance for work-related travel hours and/or travel time;
p. the applicable one-off payments;
q. the applicable homeworking allowances.

In the event of a change in the terms and conditions of employment during the assignment pertaining to one of the above elements, the employment agency is obliged to confirm this change to the agency worker in writing.

8. Following a reasoned request from the agency worker, the employment agency must provide a written explanation of the determination of its user company remuneration.
9. The application of the user company remuneration will never be adjusted retroactively, except:
   - in the event of intent or apparent abuse; or
   - if the employment agency has not made a demonstrable effort to correctly determine the user company remuneration as referred to in paragraph 5 of this article;
   - if the employment agency has not complied with the provisions of paragraph 6 under c., d., e., g., h., i., j., k., l., m., n., o, p and q;
   - if, following a reasoned request from the agency worker, the employment agency has failed to provide a written explanation of the determination of the user company remuneration as referred to in paragraph 7 of this article.

**1 If no employees are employed in an equal or equivalent position, Article 21 applies.*

**2 For the sake of completeness, initial wage increases with an effective date in the past are applied retroactively.*

ARTICLE 17
DETERMINATION OF HOURLY WAGE AND/OR MONETARY COMPENSATION OF ADV (REDUCTION IN WORKING HOURS)

1. If within the framework of the determination of the user company remuneration, the employment agency wishes to calculate an hourly wage or monetary ADV compensation, it will use the information obtained from the client and if necessary, it will consult the available and authorised information about the client’s collective agreement. This is information as provided by the joint parties to the relevant collective agreement for hiring. The information about the user company remuneration as confirmed or provided by the client is leading in determining the hourly wage or any monetary ADV compensation.
2. Only if the aforesaid information does not provide clarity and certainty about how the hourly wage or monetary ADV compensation must be determined will the

below calculation method be used.

3. Periodic pay
   a. Has an hourly wage (definition) been laid down in the collective agreement or the terms and conditions of employment (hereinafter referred to as TCE) of the client?
   b. If so, the hourly wage that corresponds to the set job classification must be determined on the basis of the hourly wage or the hourly wage definition as 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 * Normal Working Hours (NWH)

   d. The employment agency must check whether the client's collective agreement or TCE provides for normal working hours that differ per shift roster. In that case, the employment agency must determine the hourly wage for the agency worker on the basis of the normal working hours associated with the shift roster applicable to the agency worker.
   If the 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 loss of agency work (Article 22) does not apply, unless the agency worker is made available fewer hours in the new shift/duty roster in proportion to the previous shift roster.
4. If the user company remuneration for a full-time working week is less than the minimum wage, a correction in the user company remuneration will be made, so that it is no longer in violation of the Minimum Wage and Minimum Holiday Allowance Act.
5. The applicable reduction in working hours (ADV)
   a. Does the collective agreement or TCE of the client include ADV in the form of paid leave?
   b. If not, the normal working hours apply directly and ADV compensation in time or money does not apply.
   c. If so, the employment agency can opt to compensate the ADV in time or money.
   d. The employment agency compensating the ADV in money raises the next question or requires the next question to be answered.
   e. Does the client's collective agreement or TCE stipulate a percentage of ADV or does that collective agreement or TCE have a calculation method by which the ADV value can be determined unambiguously?
   f. If so, this percentage or calculation method is used to determine the monetary value of the ADV compensation.
   g. If not, the employment agency calculates the monetary ADV compensation as follows.

Calculation based on ADV in days	Calculation based on ADV in hours
ADV days per year	ADV hours per year
254	254 * (NWH / 5)

ARTICLE 18
HOLIDAY ALLOWANCE

The agency worker is entitled to an 8.33% holiday allowance of the effective wage based on:

- the days worked;
- days' holiday;
- public holidays;
- days on which the agency worker is incapacitated for work;
- compensatory hours; and
- the hours for which the agency worker is entitled to continued payment of wages in the event of loss of work by virtue of Article 22.

Section 16, subsection 2 of the Minimum Wage and Minimum Holiday Allowance Act continues to apply in full.

ARTICLE 19
COMPENSATORY HOURS

1. The employment agency can agree with the agency worker in writing that the allowance for irregular working hours and/or the allowance for overtime is not paid out, but is used to accrue compensatory hours as time in lieu.
2. The irregular hours or overtime allowances are converted into time, which the agency worker can take as leave. The accrual in time is calculated based on the number of hours for which the allowances are accrued. These hours are then multiplied by the applicable allowance percentage. This is the percentage using which the allowance is calculated and awarded on top of the hourly wage.*

** Example:*
The agency worker works 4 hours of overtime. An allowance percentage of 25% applies to these overtime hours (the agency worker therefore receives 125% of the hourly wage over these hours). In order to calculate the compensatory hours as time in lieu, the 4 hours of overtime is multiplied by 25%. In this example, one compensatory hour is accrued as time in lieu which the agency worker can take as leave.

ARTICLE 20
EXCHANGE OF BENEFITS

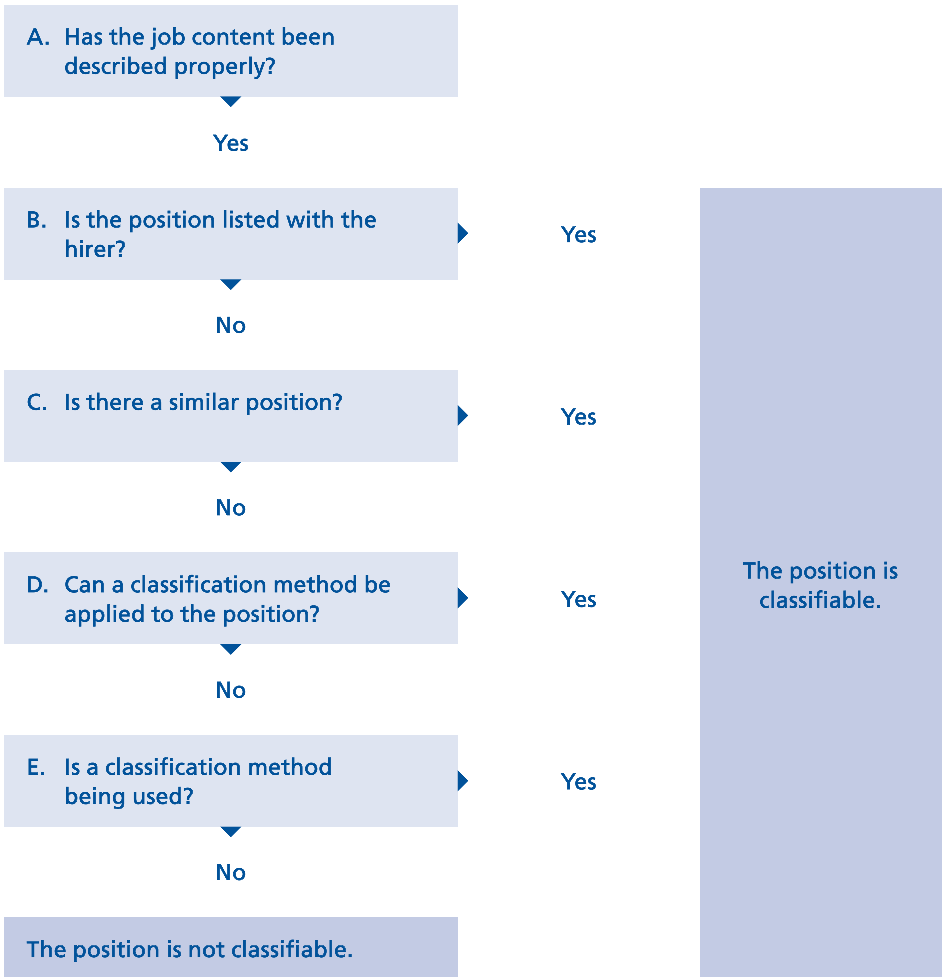
1. The employment agency and the agency worker can agree in writing that part of the remuneration as referred to in Article 16, paragraph 1, including:
   - allowances for irregular working hours and overtime;
   - compensatory hours as referred to in Article 19;
   - days' holiday over and above the statutory minimum

   is exchanged for tax-free reimbursements or tax-free benefits in connection with extraterritorial costs ('goals'). The exchange for tax-free reimbursements or tax-free benefits is permitted with due observance of the following limitations and conditions:
   a. Exchanging wages for tax-free reimbursements or tax-free benefits in connection with extraterritorial costs is only permitted for double accommodation costs, transport costs to and from the place of residence in the country of origin of the agency worker, and extra living expenses.
   b. Mandatory statutory provisions are taken into account when exchanging wages.
   c. Exchanging wages is only permitted if and insofar as permitted under tax regulations.
   d. The amount of the tax-free reimbursements or the value of the tax-free benefits that the employment agency wants to pay or provide tax-free are stated on the payslip.
   e. The exchange of wages for tax-free reimbursements or tax-free benefits is agreed with the agency worker in advance and recorded in (a supplement to) the agency work employment contract.
      The (supplement to the) agency work employment contract includes, among other things, which tax-free reimbursements or tax-free benefits the agency worker exchanges for wage and for which period this is agreed.
   f. The wage after the exchange may not be lower than the statutory minimum wage applicable to the agency worker.
   g. The exchange of wages, including the allowances for irregular working hours and overtime, as well as the compensatory hours as referred to in Article 19 and the days' holiday over and above the statutory minimum, is limited to a maximum of 30% of the wage as referred to in paragraph 1.
   h. A tax-free reimbursement granted under this scheme is limited to the actual expenses incurred. A tax-free benefit granted under this scheme is valued at market value.
   i. No (reservations for) days' holiday, holiday allowance, short-term absence and special leave, public holidays and waiting days are accrued over the exchanged wage. The foregoing means that the aforesaid rights are accrued on the reduced wage only.
   j. Pension is accrued on the exchanged part of the wage, if applicable.
   k. The exchange of part of the wage has no effect on the basis of the overtime pay and the allowance for irregular working hours.
   l. The exchanged wage and the value of days' holiday over and above the

statutory minimum exchanged by the agency worker for the tax-free reimbursement or the tax-free benefit amounts to a maximum of 81% of the amount of extra-territorial costs that the employment agency wants to reimburse or provide tax-free. The percentage of 81% does not apply to the exchange of allowances for irregular working hours and overtime and the compensatory hours as referred to in Article 19.

ARTICLE 21
DETERMINING THE REMUNERATION OF NON-CLASSIFIABLE AGENCY WORKERS

1. A non-classifiable agency worker is an agency worker whose work cannot be classified in the job classification system at the client. The step-by-step plan below must be completed in order to determine whether the work cannot be classified.
2. If contrary to Article 9, paragraph 2, it is agreed with the agency worker that the agency work employment contract commences without the agency worker effectively starting work, the agency worker is non-classifiable for the period during which he is not yet made available.
3. The remuneration of non-classifiable agency workers is determined on the basis of negotiations that the employment agency conducts with the agency worker and, if applicable, the client. As part of that process, the required abilities involved in the fulfilment of the position, the responsibilities, experience and level of training will be considered, among other things.
4. At the request of the agency worker, the employment agency demonstrates that the work cannot be classified.



ARTICLE 22
CONTINUED PAYMENT OF WAGES IN THE EVENT OF LOSS OF AGENCY WORK

Continued payment of wages phase 1-2: Agency work employment contract with agency clause and agency work employment contract without agency clause without an obligation to continue to pay wages

1. The employment agency only owes an agency worker working in phase 1-2 wages for the period during which the agency worker actually carried out work. Invocation of the exclusion of the obligation to continue to pay wages requires that the employer communicates the possible application thereof in writing, at the start

of the agency work employment contract.

2. If an agency work employment contract has been agreed in phase 1-2 without agency clause, the exclusion from the obligation to continue to pay wages as referred to in paragraph 1 of this article does not apply in the event of incapacity for work.
3. If in phase 1-2, the agency worker:
   a. is called up for agency work; and
   b. shows up at the time and place agreed with the employment agency; but
   c. is not enabled by the client to commence the agency work,

   the agency worker is entitled to be paid at least three times the effective hourly wage that the agency worker would have received on the basis of the agency work. In this case, paragraph 1 of this article does not apply.

Continued payment of wages phase 1-2: Agency work employment contract without agency clause with obligation to continue to pay wages

4. In the event of loss of agency work, the employment agency owes the agency worker working in phase 1-2 the most recent effective wage for as long as and/or for the part of the working hours that the agency worker has not yet been reassigned, if the agency worker works on the basis of an agency work employment contract without agency clause in which the obligation to continue to pay wages was agreed in writing.

Continued payment of wages phase 3

5. In the event of loss of agency employment, the employment agency owes the agency worker working in phase 3 the most recent effective wage for as long as and/or for the part of the working hours that the worker has not yet been reassigned.
6. If contrary to Article 10, paragraph 1 under a. and b., an agency worker is working in phase 3 without fully using phase 1-2, the employment agency is entitled to exclude the obligation to continue to pay wages as referred to in Article 22, paragraph 1, for a period of 26 weeks, or so much shorter as the agency worker has already worked for the same employment agency in phase 1-2. The aforesaid exclusion of the obligation to continue to pay wages does not apply in the event of incapacity for work.
7. If the employment agency uses the option as referred to in the previous paragraph of this article and the agency worker:
   a. is called up for agency work; and
   b. shows up at the time and place agreed with the employment agency; but
   c. is not enabled by the client to commence the agency work,

   the agency worker is entitled to be paid at least three times the effective hourly wage that the agency worker would have received on the basis of the agency work. In this case, paragraph 6 of this article does not apply.

Continued payment of wages phase 4

8. In the event of loss of agency employment, the employment agency owes the agency worker working in phase 4 the most recent effective wage for as long as and/or for the part of the working hours that the worker has not yet been reassigned.

Lapse of the obligation to continue to pay wages

9. The obligations to continue to pay wages as referred to in this article lapse, if the agency worker:
   - has terminated his registration with the employment agency;
   - has indicated that he is no longer available;
   - can no longer be contacted by the employment agency; or
   - has refused an offer of suitable alternative work.

ARTICLE 22A
UNWORKABLE WEATHER REGULATION

1. If the weather is unworkable, as a result of which the agency worker cannot perform his work, the agency worker retains the right to wages in the event of an agency work employment contract with an obligation to continue to pay wages.
2. If the client where the agency worker works can invoke the 'Unworkable Weather Regulation'[1] established by the government, the employment agency can choose to apply this scheme to the agency worker as well, subject to the following conditions:
   a. Invoking the Unworkable Weather Regulation is only possible for agency workers with an agency work employment contract without agency clause for a definite and indefinite period of time with a fixed number of working hours and who are subject to an obligation to continue to pay wages. With regard to the agency worker, after the waiting days that apply to him (within the meaning of the Unworkable Weather Regulation), the obligation to continue to pay wages will lapse if he is no longer able to perform his work due to unworkable weather and the 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 employment agency to the agency worker.
   c. For the rest, the employment agency must also comply with the conditions included in the Unworkable Weather Regulation.
   d. If the agency worker continues to be paid during the period of unworkable weather during which he cannot perform his work, on the basis of the statutory obligation to continue to pay wages, the applicable waiting days (within the meaning of the Unworkable Weather Regulation) or on the basis of hours for which the employer receives unemployment benefits for unworkable weather, these hours count as hours worked.
   e. On every day on which it is not possible to work as a result of unworkable weather, the employment agency will notify the agency worker (i) of the number of working hours (ii), at which work location, (iii) for which period of the day the work cannot be performed, (iv) as well as the reason for not being able to perform the work and (v) that the unworkable weather has been reported to the Employee Insurance Agency (UWV).
   f. If the employer receives unemployment benefits for the agency worker from the Employee Insurance Agency (UWV), this benefit is supplemented by the

employer to 100% of the time-based wage. In this article, time-based wage is taken to mean the effective wage, in any case supplemented by allowances (as referred to in Article 16, paragraph 1 under c), monetary ADV compensation (as referred to in Article 16, paragraph 1 under b), waiting day compensation, and other payments that the agency worker would have earned by virtue of the negotiated wage or user company remuneration, if the weather had been workable. The allowances and payments referred to here do not include expense allowances.

[1] Regulation of the Minister of Social Affairs and Employment of 19 December 2019, 2019-0000157117, establishing circumstances and applicable conditions whereby the obligation to continue to pay wages does not apply.

ARTICLE 23
SUITABLE WORK AFTER LOSS OF 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 is lost due to the termination of the assignment, the employment agency, during the term of this agency work employment contract, is obliged to seek and offer suitable and alternative work. The agency worker is obliged to accept suitable and alternative work during the term of this agency work employment contract.
2. Alternative work is deemed suitable:
   a. if the new position(s) is/are in line with work previously performed by the agency worker and his training and abilities; or
   b. if it concerns a new position for which the agency worker could be suitable within a reasonable period of time with or without the help of training and which is no more than two job levels lower than the position for which the agency work has been lost. To this end, the lost position is first classified in the job matrix in Appendix IV.
3. The replacement work is offered under one of the following conditions:
   a. the work represents average working hours per week/month/period equal to the agreed working hours; or
   b. the work represents average working hours per week/month/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 effective wage; or
   c. the work represents average working hours per week/month/period which are more than the agreed working hours, insofar as the agency worker can reasonably be expected to perform the additional hours over and above the agreed working hours.
4. The employment agency conducts a reassignment interview with the agency worker focused on his 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 agency worker:

   a. refuses an offer of suitable and alternative agency work;
   b. terminates his registration with the employment agency;
   c. is no longer fully available for work for the agreed duration of the agency work. The agency worker must immediately notify the employment agency thereof.
6. If reassignment within the reasonable period* is unsuccessful, the employment agency may contact the Employee Insurance Agency (UWV) requesting permission to terminate the agency work employment contract without agency clause on account of commercial reasons.
   In order to calculate the reasonable period referred to in this paragraph, the agency worker is deemed to have worked 18 months in phase 1-2. In addition, interruptions in phase 3 of no more than six months are included.

* *Reasonable period as referred to in Section 7:672, subsection 2 of the Dutch Civil Code.*

ARTICLE 24
CONTINUED PAYMENT OF WAGES IN THE EVENT OF SUITABLE WORK

Continued payment of wages phase 1-2

1. The agency worker is entitled to wages for the hours during which he performs suitable work in accordance with the user company remuneration in the new assignment.
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 agency worker, in the event of a new assignment, is entitled to the most recent effective wage for the hours during which no work is performed. This is subject to the condition that the agency worker remains available for the performance of suitable work for the total number of hours stipulated in the agency work employment contract for a definite period of time without agency clause.

Continued payment of wages phase 3

3. The agency worker is entitled to wages for the hours during which he performs suitable work in accordance with the user company remuneration in the new assignment.
4. If it concerns a new assignment for fewer hours than stipulated in the agency work employment contract in phase 3, the agency worker is entitled to the most recent effective wage for the hours during which no work is performed, unless Article 22, paragraph 6 applies. This is subject to the condition that the agency worker remains available for the performance of suitable work for the total number of hours stipulated in the agency work employment contract.

Continued payment of wages phase 4

5. The agency worker is entitled to wages in accordance with the user company remuneration in the new assignment for the hours during which he performs suitable work, which is in any case at least 90% of the most recent effective wage during the last assignment and at least the statutory minimum wage. Furthermore,

the agency worker is at all times paid at least 85% of the highest effective wage in phase 4 and at least the statutory minimum wage.

6. If it concerns a new assignment for fewer hours than stipulated in the agency work employment contract in phase 4, the agency worker is entitled to the most recent effective wage for the hours during which no work is performed. This is subject to the condition that the agency worker remains available for the performance of suitable work for the total number of hours stipulated in the agency work employment contract.

ARTICLE 25
WAGES IN THE EVENT OF INCAPACITY FOR WORK

1. On the first day of incapacity for work, the agency worker is obliged to notify the employment agency and the client as early as possible, in any case before 10am in the morning. The notification must state the correct address where the agency worker is being treated and his contact details.

Agency work employment contract with agency clause

2. In the event of incapacity for work, the agency work employment contract with agency clause ends by virtue of Article 15, paragraph 1(b) of the collective agreement. In that case, provided the agency worker is entitled to sickness benefit, the employment agency supplements this benefit:
   - ☐ during the first 52 weeks of incapacity for work, up 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, up 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.
3. The first two days of incapacity for work are waiting days pursuant to the Sickness Benefits Act, during which the agency worker is not entitled to any benefits.
4. One of the two waiting days will be compensated. This compensation is paid in the form of an increase in the effective wage. This increase is 0.71% for Employment Agency Undertakings I (office and administration sector) and 1.16% for Employment Agency Undertakings II (technical and industrial).
5. The employment agency can take out insurance for this supplement or make a provision in another way. The maximum percentages that may be withheld from the effective wage of the agency worker for this insurance or provision are 0.58% for Employment Agency Undertakings I (office and administration sector) and 1.33% for Employment Agency Undertakings II (technical and industrial).

* *The daily wage used as a basis for determining benefits is set by the Employee Insurance Agency (UWV) or by the employment agency which is self-insured under the Sickness Benefits Act.*

Agency work employment contract without agency clause

6. In the event of incapacity for work, the agency worker is entitled to:
   - 90% of the time-based wage during the first 52 weeks of incapacity for work and at least the statutory minimum wage applicable to him.
   - 80% of the time-based wage during weeks 53 up to and including 104.
7. The first day of incapacity is a waiting day, during which the agency worker is not entitled to continued payment of wages.
8. a. In this article, time-based wage as referred to in Section 7:629 of the Dutch Civil Code is taken to mean the effective wage, in any case supplemented by allowances (as referred to in Article 16, paragraph 1 under c), monetary ADV compensation (as referred to in Article 16, paragraph 1 under b), waiting day compensation, and other payments that the agency worker would have earned by virtue of the negotiated wage or user company remuneration, if he had not been incapacitated for work. The allowances and payments referred to here do not include expense allowances.

   b. The time-based wage is due on the basis of the agreed scope of work.

   c. If:
      - no scope of work has been agreed or the scope of work is not unambiguous, or if
      - 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,

   the time-based wage is due on the basis of the average of all hours for which wages have been paid in the past thirteen calendar weeks. Overtime is excluded, unless overtime is structural.

   The following applies:
   if prior to calling in sick, the agency work employment contract has been in place less than thirteen calendar weeks, the time-based wage is due on the basis of the reasonably expected scope of work.

CHAPTER 5 LEAVE ENTITLEMENTS

ARTICLE 26
DAYS' HOLIDAY

General

1. For every full working month worked, the agency worker is entitled to 16 2/3 hours of holiday or, if only part of a month has been worked, a proportionate part thereof.
2. The agency worker is entitled to three weeks of holiday, to be taken consecutively or as three separate weeks, insofar as he has accrued these holiday entitlements.
3. In phases 1-2 and 3, contrary to Section 7:640a of the Dutch Civil Code, statutory days' holiday expire one year after the last day of the calendar year in which the entitlement was accrued. In phase 4, again contrary to Section 7:640a of the Dutch Civil Code, statutory days' holiday expire five years after the last day of the calendar year in which the entitlement was accrued. In all phases, the days over and above the statutory minimum expire five years after the last day of the calendar year during which the entitlement was accrued.
4. The employment agency is obliged to offer the agency worker the opportunity to use his days' holiday.
5. The employment agency may draw up holiday regulations with due observance of paragraph 4.
6. Paragraph 3 applies to the days' holiday accrued after 1 January 2020. As regards the statutory days' holiday accrued in phase 4 up to 1 January 2020, an expiry period of twelve months applies after the last day of the calendar year in which the days were acquired.

Agency work employment contract with agency clause

7. In 2022*, the employment agency reserves 10.82% of the actual wage of the agency worker. This is increased by the waiting day compensation in accordance with Article 25, paragraph 4.
8. If the agency worker takes a holiday and the agency work contract continues, the effective wage is paid from the accrued holiday reserve insofar as the reserve is sufficient.
9. If an agency work employment contract with agency clause is followed by an agency work employment contract without agency clause, the holiday reserve is converted into a proportional claim to days' holiday with continued payment of the wage. The employment agency provides the agency worker with a written statement of the conversion.

Agency work employment contract without agency clause

10. When an agency worker with an agency work employment contract without agency clause takes a holiday, he is entitled to continued payment of the effective wage, insofar as the holiday entitlement has been acquired in accordance with paragraph 1.

11. If applicable, the effective wage for the days' holiday will, in addition to paragraphs 8 and 10, be supplemented with the allowances the agency worker would have received by virtue of the negotiated wage or user company remuneration if he had worked during the holiday. The allowances and payments referred to here do not include expense allowances.

* *For the other years, reference is made to Appendix I.*

ARTICLE 27
PUBLIC HOLIDAYS

1. Insofar as not coinciding with a Saturday and/or Sunday, the following are official public holidays:
   - New Year's Day;
   - Easter Monday;
   - Ascension Day;
   - Whit Monday;
   - Christmas Day and Boxing Day;
   - King's Day or an alternative day replacing it; and
   - Liberation Day in anniversary years.
2. If it is not clear from the agency work employment contract or the assignment whether the public holiday coincides with a day that can normally be regarded as a working day, the agency worker is granted a public holiday if:
   a. the 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 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 he has worked.

   In order to calculate the aforesaid period of thirteen weeks (under a.) or less (under b.), successive contracts are added together if and insofar as they succeed each other within a period of one month. Periods of interruption are not included.

Agency work employment contract with agency clause

3. If the agency worker is entitled to a public holiday, the following applies with regard to continued payment of wages. As regards the continued payment of wages to the agency worker during public holidays not worked on due to their being public holidays, the employment agency must, for a period of at least one calendar year applicable to its entire company, choose from one of the following two options:
   a. In 2022*, the employment agency reserves 2.17% of the actual wage of the agency worker. This is increased by the waiting day compensation in accordance with Article 25, paragraph 4. If it is a public holiday, the effective wage is paid from the accrued public holiday reserve insofar as the reserve is sufficient; or
   b. the agency worker is entitled to continued payment of the effective wage on

public holidays.

The employment agency must notify the agency worker about its choice in writing. If the choice is changed, the rights acquired by the agency worker under the earlier choice must be settled first.

Agency work employment contract without agency clause

4. The agency worker with an agency work employment contract without agency clause is entitled to continued payment of the effective wage on public holidays not worked on due to their being public holidays.

5. For the purposes of paragraphs 3 and 4 of this article, the following applies. If, for the day with which the public holiday coincides:
   - no scope of work has been agreed or the scope of work is not unambiguous, or if
   - the actual scope of work during the aforesaid period of thirteen weeks (under a.) or less (under b.), referred to in paragraph 2 above, structurally deviates from the agreed scope of work;

   the effective wage is due on the basis of the average of all hours for which wages have been paid on that day in the period of thirteen weeks (under a.) or less (under b.). Overtime is excluded, unless overtime is structural.
6. If the agency worker is entitled to payment of a public holiday under this article, this right does not lapse on account of irrelevant facts and circumstances as a reason for not paying the public holiday, such as the fact or circumstance that:
   - the agency worker takes leave immediately before or after the public holiday; or
   - the client's business is closed immediately before or after the public holiday; or
   - the employment agency or client does not include the agency worker in the work schedule on that day or decides to remove the agency worker from the schedule on that day; or
   - 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.
7. The public holidays as described in this article can only be deviated from in favour of the agency worker.
8. In the event of a dispute about not granting a public holiday, the employment agency must make it plausible to the agency worker that the decision against granting the public holiday was justified. If the employment agency fails to make this plausible, the public holiday will still be granted.

* *For the other years, reference is made to Appendix I.*

ARTICLE 28
SHORT-TERM ABSENCE, BIRTH LEAVE AND SPECIAL LEAVE

1. The agency worker is entitled to short-term absence. Short-term absence is taken to mean absence during a reasonable period of time in which the agency worker is prevented from doing his job:

   a. as a result of unforeseen circumstances that require an immediate interruption of the work; or
   b. as a result of the fulfilment of an obligation imposed by law or government, without monetary compensation, which fulfilment could not be effected in the agency worker's own time; or
   c. due to very special personal circumstances.
2. After the partner or the person whose child the agency worker acknowledges has given birth, the agency worker is entitled to birth leave for a period of four weeks, counting from the first day after the birth. Birth leave comprises once the number of weekly working hours.
3. The agency worker is entitled to special leave in the event of:

a. the agency worker giving official notice of his intended marriage	one day
b. marriage or registered partnership of the agency worker	two days
c. the marriage or registered partnership of a (grand)child, brother, sister or parent	one day
d. the death of the partner or a child	from the day of death up to and including the day of the funeral service
e. the death of a brother or sister, parent, grandparent, grandchild	one day + attendance of funeral, unless the agency worker organises the funeral, from the day of death up to and including the day of the funeral service
f. 12.5th, 25th and 40th wedding anniversary	one day
g. 25 and 40 years of service:	one day
h. 25th, 40th, 60th or 70th wedding anniversary of parents and grandparents	one day
i. sitting a (professional) exam to obtain a recognised qualification	one day

In this paragraph, the following terms are defined as stated below:

Child	the child of the agency worker or his partner, including the adopted child, stepchild, foster child or the child recognised by the agency worker
Brother or sister	the adopted brother, half-brother, foster brother or brother-in-law, adopted sister, half-sister, foster sister or sister-in-law
Parent(s)	the parent(s) of the agency worker, including adopted parents, step-parents, foster-parents or parents-in-law
Grandparent(s)	the grandparent(s) of the agency worker or his partner, including adopted grandparents, step grandparents or foster grandparents
Partner	the spouse, registered partner or person with whom the agency worker cohabits without being married

4. The agency worker must inform the employment agency about taking short-term absence, birth leave or special leave as soon as possible.

Agency work employment contract with agency clause

5. The employment agency reserves 0.6% of the agency worker's wage for short-term absence and special leave. This is increased by the waiting day compensation in accordance with Article 25, paragraph 4.
6. If the agency worker takes short-term leave or special leave and the agency work contract continues, the effective wage is paid from the accrued reserve insofar as the reserve is sufficient.
7. If the agency worker takes birth leave and the agency work employment contract continues, the wage as referred to in Section 1:2 of the Work and Care Act will be paid from the accrued reserve. If the reservation is not sufficient, it will be supplemented by the employment agency.

Agency work employment contract without agency clause

8. If the agency worker with an agency work employment contract without agency clause takes short-term leave or special leave, he is entitled to continued payment of the actual wage for the number of hours that he would have worked on that day/those days.
9. If the agency worker takes birth leave, he is entitled to the wage as referred to in Article 1:2 of the Work and Care Act.

ARTICLE 29
PAYMENT OF LEAVE ENTITLEMENTS/RESERVATIONS, COMPENSATORY HOURS AND HOLIDAY ALLOWANCE

Agency work employment contract with agency clause

1. Reservations for days' holiday, public holidays, short-term leave/special leave are not paid every week/month/period, but reserved until the agency worker takes said leave.
2. a. If the agency work employment contract with agency clause ends and no new agency work employment contract is entered into, reservations for days' holiday, public holidays, short-term leave/special leave and holiday allowance not yet paid will be paid in the next payment period. The same applies to the accrued compensatory hours.
   b. If no entitlement to effective wage has been acquired for a period of six weeks while the agency work employment contract continues, reservations for days' holiday over and above the statutory minimum, public holidays, short-term leave/special leave, holiday allowance and accrued compensatory hours not yet paid are paid out during the next payment period.
   c. If an agency work employment contract with agency clause is followed by an agency work employment contract without agency clause, the reservations for days' holiday, short-term leave/special leave and birth leave are paid out.
3. Contrary to paragraph 2, the agency worker and the employment agency can agree in writing that any unpaid reservations and/or compensatory hours are paid out within eighteen weeks after the end of the agency work employment contract and/or after no right to effective wage has been acquired anymore. This can only be agreed on and applied if judicial and/or administrative fines can still result from the work.
4. The reserved holiday allowance is paid to the agency worker in the month of May or in the first week of June at the latest.
5. If the agency worker takes a holiday and is not present due to holiday for at least seven consecutive calendar days, the employment agency pays the accrued holiday allowance earlier, if so requested.
6. At the request of the agency worker, the employment agency and the agency worker can agree that the following benefits are paid periodically in money, instead of being reserved for:
   > days' holiday over and above the statutory minimum;
   > short-term leave/special leave;
   > public holidays, provided that the employment agency makes reservations for this and has opted out of the option of Article 27, paragraph 3 under b.; and/or
   > holiday allowance.

Agency work employment contract without agency clause

7. The holiday allowance is paid to the agency worker in the month of May or in the first week of June at the latest.

8. If the agency worker takes a holiday and is not present due to holiday for at least seven consecutive calendar days, the employment agency pays the accrued holiday allowance earlier, if so requested.
9. At the request of the agency worker, the employment agency and the agency worker can agree that the following benefits are paid periodically in money:
   > days' holiday over and above the statutory minimum;

   and/or

   > holiday allowance.

CHAPTER 6 SUSTAINABLE EMPLOYABILITY

ARTICLE 30
ACTIVITIES AND COSTS OF PROMOTING SUSTAINABLE EMPLOYABILITY

1. Sustainable employability means any activity other than agency work, that is aimed at:
   a. the agency worker acquiring, broadening or deepening his knowledge and/or skills for the further development in his current position, or for the fulfilment of a new or different position through the same employment agency;
   b. improving the possibilities and (permanent) opportunities for work and transitions in the labour market, providing insight and tools for the agency worker's further development and career, preventing unemployment or to provide the agency worker with guidance outside the employment agency when moving from one job to another.
2. Activities that contribute to promoting sustainable employability as referred to in paragraph 1 in any case include:
   - training aimed at job-oriented retraining or additional training;
   - research that provides insight into the position of the agency worker in the labour market and/or the specific training and development possibilities of the agency worker;
   - training focused on the agency worker's personal development and/or social skills;
   - coaching the agency worker during a specific induction programme, job application or coaching process;
   - career advice and/or interview;
   - outplacement programmes.
3. Costs incurred for promoting the sustainable employability of agency workers are taken to mean:
   a. a. the wage costs of the agency worker who carries out or is involved in an activity during working hours that is related to promoting his sustainable employability;
   b. the costs (other than under a.) that an employment agency incurs for carrying out or having carried out the activities that are intended to promote the sustainable employability of the agency worker. These in any case include:
      - Costs directly related to sustainable employability activities, including the (wage) costs of personnel involved and the costs for planning and organising these activities. These costs may, in all reasonableness, not be more than what is customary for outsourcing the activities;
      - The costs of information, training and social assistance with regard to working and staying in the Netherlands for agency employees not permanently residing in the Netherlands.

   If costs to promote the sustainable employability of agency workers are accounted for by the employment agency under its spending obligation as referred to in Article 31, these costs cannot also be charged to the agency worker.

4. At the request of the agency worker working in phase 1-2 and/or of the employment agency, the employment agency and the agency worker will enter into consultations about the possibilities of promoting the sustainable employability of the agency worker.
   The employment agency conducts a sustainable employability interview with the agency worker working in phase 3 or 4 at least once a year, during which the development of the agency worker is discussed and in which agreements can be made about the further development of his sustainable employability. These agreements will be laid down in writing.

ARTICLE 31
SPENDING OBLIGATION TO PROMOTE THE SUSTAINABLE EMPLOYABILITY OF THE AGENCY WORKER

1. The employment agency is obliged to spend at least 1.02% of (the sum of) the effective wages of agency workers working in phase 1-2 on promoting the sustainable employability of agency workers. The spending must be made no later than in the calendar year following the year to which the spending obligation applies.
2. Any part of the 1.02% not spent on promoting the sustainable employability of the agency worker is paid by the employment agency to Stichting DOORZAAM. Payment of the part of the 1.02% not spent must be made no later than two years after the year to which the spending obligation applies.
3. The spending obligation, including any payment on account of non-spending, is accounted for annually in a specific paragraph of the financial statements or in an audit opinion*. At the request of the SNCU (Foundation for Compliance with the Collective Agreements for Temporary Employees), the employment agency provides the SNCU with the financial statements or the audit opinion.
4. The spending obligation and/or accountability requirement can also be met at the level of the group of employment agencies. A group is taken to mean the group as referred to in Section 2:24b of the Dutch Civil Code.

* *The audit opinion for the spending obligation within the context of sustainable employability applies from the calendar year 2020.*

CHAPTER 7 PENSION

ARTICLE 32
PENSION

1. The parties to the collective agreement have agreed on a pension scheme which provides for the accrual of a pension for agency workers. This pension scheme is laid down in the pension agreement and is appended to this collective agreement.
2. The Pension Fund for Personnel Services (Stichting Pensioenfonds voor Personeelsdiensten,StiPP) is charged by the parties to the collective agreement with the implementation of the pension scheme.
3. The pension agreement is laid down in the articles and regulations of StiPP. The pension scheme consists of a Basic Plan and a Plus Plan.
4. The articles and regulations of StiPP determine the rights and obligations of agency workers and employment agencies.
5. The parties to the collective agreement agree on the contribution. The contribution is:
   a. 2.6% of the gross salary for the Basic Plan;
   b. a maximum of 12% of the pension basis for the Plus Plan The employment agency may deduct a maximum of one-third of this contribution from the agency worker's gross salary.
6. The Basic and Plus Pension Plans as described in this article can at all times be deviated from, if in favour of the agency worker.

The pension regulations and further information can be found at www.stippensioen.nl.

CHAPTER 8 SPECIAL GROUPS

ARTICLE 33
NEGOTIATED WAGE FOR ALLOCATION GROUP

1. In order to increase the employability of the agency worker and to allow for improved intermediary services and guidance in finding work, an agency worker who belongs to the allocation group may be paid a negotiated wage that deviates from the user company remuneration as stipulated in Article 16.
2. The following agency workers belong to the allocation group:
   a. persons designated by the government as persons with poor job prospects. This includes target groups designated in the context of the Occupational Disability (Employment Targets and Quotas) Act, the Participation Act, Work and Social Assistance Act, and the persons who are designated by law or by the government as occupationally disabled or occupationally impaired.
   b. persons who did not obtain a basic qualification (no senior secondary or pre-university education diploma or senior secondary vocational education diploma) and who will be attending a qualifying training offered by the employment agency aimed at obtaining a basic qualification. Training is deemed qualifying when the programme is aimed at obtaining a basic qualification.
3. A competent agency worker (regardless of his country of origin) working in his field of expertise cannot be classified in the allocation group.
4. When applying the negotiated wage, the agency worker is classified in the job matrix as set out in Appendix IV. The negotiated wage will be applied only when the agency worker is classified in job category 6 or lower. The effective wage is set once the agency worker's position has been classified in the job matrix, with the amounts in column I of the salary table below acting as the lower limit. After 26 weeks worked, the employment agency awards the agency worker an increment, in accordance with the percentage specified in column II of the table below.

Salary table as of 01/01/2021

Job category	(I) Starting salary	(II) Incremental increase according to job category
1	statutory minimum (Youth) wage	2,25%
2	statutory minimum (Youth) wage	2,25%
3	statutory minimum (Youth) wage	2,25%
4	€ 11,76	2,25%
5	€ 12,30	2,25%
6	€ 12,90	2,25%

Salary table as of 01/07/2022

Job category	(I) Starting salary	(II) Incremental increase according to job category
1	statutory minimum (Youth) wage	2,25%
2	statutory minimum (Youth) wage	2,25%
3	statutory minimum (Youth) wage	2,25%
4	€ 11,97	2,25%
5	€ 12,52	2,25%
6	€ 13,13	2,25%

* *The effective minimum hourly wages in this table are based on a normal working week of 40 hours as applicable in this collective agreement. If a normal working week at the client is less than 40 hours, the hourly wage based on the statutory minimum (youth) wage must be recalculated, in order to ensure compliance with the Minimum Wage and Minimum Holiday Allowance Act.*

5. In accordance with Article 2 of the Minimum Youth Wage Decree, the percentages of the statutory minimum youth wage can be applied to the effective hourly wages of the negotiated wage for agency workers aged between 15 and 20. In order to determine the applicable percentage by age, the age to be reached in that calendar year will be used for the entire calendar year.
6. If the negotiated wage is applied, the employment agency will consult the agency worker after no more than 26 weeks, during which consultation agreements are made about training and development opportunities and the agency worker's need for coaching.
7. The negotiated wage relates to the effective hourly wage, initial wage increase and increments. The user company remuneration is applied as regards the other remuneration elements, as referred to in Article 16, paragraph 1. The negotiated wage serves as a basis for calculating the other remuneration elements.
8. The application of the negotiated wage is limited to a maximum of 52 weeks worked. After 52 weeks worked, the agency worker's full pay will consist of the user company remuneration as referred to in Article 16, paragraph 1.
9. An exception to the limitation of 52 weeks worked (as referred to in paragraph 8) applies to agency workers without a basic qualification, as referred to in paragraph 2 under b. of this article. As regards these agency workers, the period of 52 weeks worked can be extended until the training has been completed, subject to a maximum of 104 weeks worked. If the period of 52 weeks worked is extended, the agency worker will be entitled to a second increment from the 53rd week onwards. After the extended period of (no more than) 104 weeks worked, the agency worker's full pay will consist of the user company remuneration as referred to in Article 16.
10. Counting of the 52 and 104 weeks worked respectively referred to in paragraphs 8 and 9 continues after an interruption of two years or less. The duration of the interruption is not included in the period of 52 and 104 weeks worked respectively. After the full utilisation of the 52 or 104 weeks worked, counting cannot start again.

11. The hourly wage is adjusted by the parties to the collective agreement twice a year, on 1 January and 1 July of each year, in accordance with the percentage increase in the statutory minimum wage. The hourly wage adjustment is applied as follows:
    a) the salary table is increased by the agreed percentage, and
    b) the effective hourly wage of the agency worker is increased in accordance with the percentage increase in the statutory minimum wage on the agreed date. If the increase in the hourly wage coincides with an incremental increase, the effective hourly wage will be increased first, after which the incremental increase will be applied.

ARTICLE 34
HOLIDAY WORKERS

1. Holiday workers within the meaning of this collective agreement are taken to mean pupils, students and other minors of school age, performing temporary work during the school holiday period(s) of their respective educational institutions only.
2. The provisions of this collective agreement apply equally to holiday workers, on the understanding that they, contrary to Article 26, are entitled to 13.33 hours of holiday for each completed working month while remaining entitled to the effective wage (in 2022*, the employment agency will reserve 8.33% of the effective wage) or a proportional part thereof, possibly supplemented in accordance with Article 26, paragraph 11.
   A holiday worker cannot claim compensation for short-term leave/special leave and public holidays in accordance with Articles 27 or 28 or claim payment of the waiting day compensation in accordance with Article 25, paragraph 4.

* *For the other years, reference is made to Appendix I.*

ARTICLE 35
AGENCY WORKERS ENTITLED TO AN OLD-AGE PENSION

1. This article applies to agency workers who have reached state pension age or who will do so soon. Both are hereinafter referred to as the agency worker entitled to an old-age pension.

Legal position

2. If the agency work employment contract terminates by operation of law on account of reaching state pension age and an agency worker entitled to an old-age pension returns to work for the employment agency within six months after this termination, his legal position will be determined as follows.
   a. If the agency worker entitled to an old-age pension was in phase 1-2, counting within phase 1-2 will be continued.
   b. If the agency worker entitled to an old-age pension was in phase 3, he starts at

the beginning of phase 3 and counting in phase 3 starts from the beginning.
   c. If the agency worker entitled to an old-age pension was in phase 4, he starts at the beginning of phase 3 and counting in phase 3 starts from the beginning.

Successive employer status

3. If the agency worker entitled to an old-age pension with successive employer status continues his activities through the employment agency, the agency worker, contrary to Section 7:668a, subsection 2, will start at the beginning of phase 1-2.

Incapacity for work

4. Contrary to Article 25, paragraph 6, the agency worker entitled to an old-age pension with an agency work employment contract without agency clause is, in the event of incapacity for work, entitled to 90% of the time-based wage, as long as the agency work employment contract continues and does not exceed the maximum statutory term*. The minimum entitlement in this case is the minimum wage and the maximum entitlement the maximum daily wage.

* *Statutory term as referred to in Section 7:629, subsection 2 under b. of the Dutch Civil Code.*

ARTICLE 36
AGENCY WORKERS NOT PERMANENTLY RESIDING IN THE NETHERLANDS - ACCOMMODATION, TRANSPORT AND MEDICAL EXPENSES

Articles 36, 37, 38 and 39 only apply to agency workers who do not permanently reside in the Netherlands and who:

- are recruited by or on behalf of the employment agency outside the Netherlands; and/or
- are housed in the Netherlands to work in the Netherlands.

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

Accommodation

1. The use of accommodation by the agency worker cannot be made compulsory by the employment agency and/or set as a requirement for the assignment.
2. Accommodation that is offered must meet the housing standards described in Appendix V of this collective agreement if:
   a. the employment agency makes a deduction from or setoff against the wage of the agency worker for the purpose of housing the agency worker, or
   b. the employment agency has entered into an agreement with the agency worker about the use or rental of the accommodation.
3. The employment agency informs the agency worker about the possibility of registering in the Personal Records Database (Dutch BRP).
4. The employment agency may charge the agency worker costs for using the accommodation. The costs to be charged may not exceed the actual costs of the accommodation. In the absence of this agency worker, the employment agency will

not charge costs to another agency worker for use of the same accommodation in the same period for which the absent agency worker has already paid.

5. If the agency work employment contract ends, the employment agency gives the agency worker a reasonable period of time to leave the home. The reasonable period is proportionally extended if:
   a. during the agency work employment contract there has been uncertainty about the end of the agency work employment contract;
   b. the period the agency worker worked for the employment agency has been longer.

   In addition, the duration of the reasonable period depends on the possibilities for returning to the country of origin.

With effect from 1 January 2022, paragraph 5 will be replaced by:

5. When the agency work employment contract ends, a transition period of 4 weeks applies, within which the agency worker must leave the accommodation he rents from the employment agency. The rent remains at most equal to the rent during the employment. The agency worker pays the rent on a weekly basis.

6. A reasonable term in the event of an agency work employment contract with an agency clause in any case applies if the employment agency at least observes the periods as referred to in Article 15, paragraph 2 of the collective agreement.

With effect from 1 January 2022, paragraph 6 will be replaced by:

6. When collecting the rent and terminating the stay in the accommodation, the employment agency takes into account the special personal circumstances of the agency worker because of which he is unable to pay the rent or is ill through no fault of his own. In that case, the employment agency will offer a suitable period in which to leave 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.

Transport to and from the country of origin

7. The employment agency provides information on transport to and from the country of origin. The employment agency can offer transport organised by themselves. The agency worker does not have to accept this transport.

Non-work related transport

8. The employment agency organises alternative transport for the agency worker who does not have his 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.

Commuting

9. The following applies to the agency worker commuting:
   a. If the agency worker organises his own transport, a travel allowance may apply

within the meaning of Article 16, paragraph 1.

b. If the agency worker is entitled to a travel allowance within the meaning of Article 16, paragraph 1, but uses the transport organised by the employment agency instead, the agency worker will not be paid any travel allowance and no personal contribution may be charged for that transport.

c. If the agency worker is not entitled to reimbursement of travel expenses within the meaning of Article 16, paragraph 1 and uses the transport organised by the employment agency, a reasonable personal contribution may be charged for that transport.

Health insurance and other insurances

10. The employment agency informs the agency worker about the obligation to take out health insurance. In addition, the employment agency makes the agency worker an offer for health insurance. The agency worker is not obliged to accept this offer.
11. If the agency worker accepts the health insurance offer, he can authorise the employment agency to pay the nominal premium to the health insurer on his behalf. The employment agency endeavours to ensure that the agency worker, within two weeks:
    - after taking out this insurance, receives a copy of the policy stating the nominal premium;
    - receives proof of termination of the health insurance when the insurance has ended.
12. If the 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 agency worker about the usefulness and necessity of the relevant insurance policy. The following applies to this offer:
    a. the 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 employment agency on behalf of the agency worker, can only be made subject to written authorisation from the agency worker.
    In that case, the employment agency endeavours to ensure that within a reasonable period of time after taking out the insurance the agency worker receives a copy of the policy, stating the nominal premium.
    c. the employment agency informs the agency worker of the possible voluntary continuation of the insurance after the agency work employment contract has ended.

Responsibility employment agency

13. Prior to agency worker’s arrival in the Netherlands, the employment agency is obliged to make clear agreements with the 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 amount of work, the employment conditions and the collective agreement. The employment agency ensures that the agency work employment contract and accompanying documents are available in both Dutch and the

national language of the agency worker.

14. The employment agency must provide the agency worker with understandable information about the health and safety regulations in force at the client.
15. The employment agency endeavours to provide the agency worker with adequate social assistance.
16. The employment agency will allow the agency worker, if he so requests, to take a holiday on an alternative public holiday (not being an official public holiday within the meaning of Article 27), provided the employment agency has been notified thereof timely in advance.
17. After 26 weeks of work, the employment agency informs the agency worker about the possibilities of following a Dutch language training and facilitates such language training where possible. Language training comes under training as referred to in Article 30, paragraph 3 of the collective agreement.
18. Training of this agency worker (as referred to in Article 30) will in any case include the activities related to the facilitation of work and accommodation.
19. If the employment agency helps to fill in forms, such as the T-form and the application for healthcare benefit, only the agency worker can be the immediate beneficiary of the refund. The refund is credited to the bank account of the agency worker only.
20. The employment agency cannot force the agency worker to make cash payments to the employment agency.

ARTICLE 37
SETOFF OF FINES

1. The setoff of fines is only permitted with regard to judicial and administrative fines owed by the agency worker, this in accordance with Section 7:632, subsection 1 under a. of the Dutch Civil Code.
   Owed is taken to mean fines imposed on the employment agency due to a violation by the 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 II of the collective agreement. The employment agency ensures that the agency worker receives an overview of any possible setoff, in the national language of the agency worker.

ARTICLE 38
DEDUCTIONS FROM THE WAGE

1. The agency worker may grant the employment agency a written power of attorney to make payments in his name from the wage to be paid. This authorisation can always be revoked.
2. Deductions from the wages to be paid for accommodation costs and transport to and from the agency worker's place of residence in the country of origin can never exceed the actual costs.

3. Costs of activities undertaken by the employment agency for the purpose of social assistance and the administration with regard to the agency worker working and staying in the Netherlands cannot be withheld from the wage.
4. Every deduction from the wage must be specified on the payslip in writing. The employment agency ensures that the agency worker receives an overview of possible deductions, in the national language of the agency worker.

With effect from 3 January 2022, a new article will be added:

ARTICLE 39
INCOME GUARANTEE

1. Agency workers who come to the Netherlands for work at that employment agency for the first time and who are recruited by that employment agency or by a third party outside the Netherlands on the instructions of that employment agency are during the first two months, entitled 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 agency worker must be provided with clarity beforehand, in the home country, with regard to the duration and the conditions of the project. Over that shorter period, the right to at least an amount equal to the full-time minimum (youth) wage applies in full. If it turns out afterwards that the project will take two months or longer, a period of two months will still apply, over which the right to at least the statutory gross full-time minimum (youth) wage applies.
3. The income guarantee lapses if a situation arises within two weeks of the commencement of the work, for example, malfunctioning, culpable acts by the agency worker or in other cases where an income guarantee is not appropriate and the employment agency for that reason is no longer able or willing to assign the agency worker.
4. If the situation referred to in paragraph 3 arises, the agency worker is entitled to:
   a. A homecoming guarantee, whereby the transport costs to the home country are paid by the employment agency.
   b. The option to stay for another five consecutive nights in accommodation facilitated by the employment agency at the expense of the employment agency.
   c. The cancellation of any outstanding debts that have accrued or arisen in the first two weeks with the agency worker's arrival in the Netherlands, insofar as these could not be withheld and/or settled on the basis of the statutory rules. This concerns debts insofar as they are facilitated by the employment agency and relate to:
      - transport home country-the Netherlands;
      - commuting transport;
      - 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 agency worker's right to the income guarantee referred to in paragraph 1 will continue to exist.

6. If the performance of the agency worker following the period of the income guarantee is a reason for no longer offering (new) work, the employment agency will inform the agency worker of this two weeks before the end of the two-month period.

ARTICLE 40
MONITORING INCOME GUARANTEE

The parties to the collective agreement will monitor the effects of the income guarantee as included in Article 39 in the light of the report of the 'Roemer task force' and can, in the new collective agreement that the parties will agree on as of 2 January 2023, if necessary, make additional agreements about the possible improvement of the deployment and design of this income guarantee. The monitoring and additional agreements will also include unintended consequences of the income guarantee by the parties to the collective agreement, such as the agency worker's claim to the income guarantee in the event of instant dismissal.

CHAPTER 9 OTHER

ARTICLE 41
FACILITIES FOR EMPLOYEES' ORGANISATIONS

1. *Reimbursement of trade union contribution*
   At the request of the agency worker, the employment agency will deduct the agency worker's trade union contribution to an employees' organisation from gross salary components, insofar as this is facilitated for tax purposes and the gross salary of the agency worker suffices for said purpose. The agency worker provides the employment agency with a statement of union contributions to be withheld.

2. *No prejudice in the event of trade union activities*
   An 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 prejudiced by the employment agency. The employment agency will hold the client to account if it prejudices the agency worker as a result of his trade union activities.

3. *Leave of executive members*
   a. An executive member of an employee organisation is taken to mean an agency worker working through the employment agency, who performs administrative or representative duties for his employees' organisation and who has been registered in that capacity with the management of the employment agency by the relevant employees' organisation in writing. In this article, the term written or in writing is defined as stated below: 'by letter or by e-mail'.
   b. An executive member of an employees' organisation who is registered with the employment agency in that capacity may participate in association 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 association meetings and training days at the client.

4. *Access to the workplace*
   If so requested, the employment agency informs the client about the wish of representative(s) of employees' organisations to gain access to the client's company. The employment agency and the client must each remain available for this representative/these representatives to be contacted on topics concerning the work situation of the agency worker.

5. *Promoting and informing about activities of employees' organisations*
   a. Employers' organisations offer employees' organisations the opportunity to notify the agency worker via collective agreement apps in the employment agency industry 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 employment agency industry;
- meetings of employees' organisation(s);

b. If so requested, the employment agency offers employees' organisations a reasonable opportunity:
   - to make use of a meeting room within the employment agency for the employees' organisation to hold meetings with regard to the employment agency or employment agency industry and to maintain contact with the members of the employees' organisations working at that employment agency;
   - to notify the agency worker about the nomination of members for the participation body of the employment agency;
   - to notify agency workers about the activities of employees' organisations through their (digital) publication channels for agency workers.

6. Employees' organisations and employer organisations stated in this article refer to employees' organisations and employer's organisations that are party to this collective agreement.

ARTICLE 42
HANDLING OF COMPLAINTS AND/OR DISPUTES

1. The employment agency and the agency worker can submit a dispute to the Disputes Committee about:
   a. the implementation or application of this collective agreement;
   b. the establishment of suitable work; or
   c. the job classification in case of application of the negotiated wage.
2. The agency worker reports a dispute as referred to in paragraph 1 under a. and c. to the employment agency staff member and completes the following steps:
   a. The agency worker will consult the employment agency staff member within three weeks in order to find a suitable solution.
   b. If no solution is found, the agency worker can, within four weeks, submit a complaint to the employment agency, which will make a decision within three weeks.
   c. If the agency worker does not agree with the decision of the employment agency, he can submit the dispute to the Disputes Committee within four weeks.
3. In the event of a dispute about the determination of suitable work as referred to in paragraph 1 under b., the following steps are taken:
   a. The agency worker will consult the employment agency staff member within one week in order to find a suitable solution.
   b. If no solution is found, the agency worker can, within one week, submit a complaint to the employment agency, which will make a decision within two weeks.
   c. If the agency worker does not agree with the decision of the employment agency, he can submit 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 can handle a dispute. The regulations of the Disputes Committee can be consulted at nbbu.nl.

ARTICLE 43
MERGER CODE

In the event of proposed mergers and reorganisations, the employment agency timely informs the relevant employees' associations in accordance with the applicable SER Merger Code and gives them the opportunity to issue advice.

ARTICLE 44
COMPLIANCE

1. The parties to the collective agreement have formed the Foundation for Compliance with the Collective Agreements for Temporary Employees (Stichting Naleving CAO voor Uitzendkrachten,SNCU).
2. The articles and regulations of the SNCU have been laid down in the Collective Agreement Social Fund for the Temporary Employment Sector.
3. The SNCU monitors general and full compliance with the provisions of the collective agreement and is authorised by the parties to the collective agreement to do everything that is conducive and necessary to that end.
4. The 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 Collective Agreement Social Fund for the Temporary Employment Sector are strictly complied with.

ARTICLE 45
DISPENSATION

1. If NBBU members come under the scope of another collective agreement as well, they can be dispensed from the NBBU Collective Agreement for Agency Workers by the Dispensation Committee.
2. A request for dispensation from (provisions of) the collective agreement must be submitted in writing and supported by reasons to the Dispensation Committee, which can be contacted at the following address: Stadsring 171 3817 BA, 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 Dispensation Committee decides on dispensation requests on behalf of the parties to the collective agreement.

Until 1 August 2022, Article 46 reads as follows:

ARTICLE 46
PRIVATE WW AND WGA SUPPLEMENT

The parties to the collective agreement will seek to join the PAWW collective agreement as soon as possible in 2022 and aim to do so as of 1 April 2022. The parties will make agreements in this collective agreement about how the employer will pay the employee contribution in that case.

With effect from 1 August 2022, Article 46 will be replaced by:.

ARTICLE 46
PRIVATE WW AND WGA SUPPLEMENT

1. The parties to the collective agreement will with commencement on 1 August 2022 participate in the Private WW and WGA Supplement – Services Sector none (semi) public domain sector 4 no. 02. A supplemental insurance for the WW and WGA is provided with this for the benefit of the agency worker.
2. The amount of the premium for this insurance is determined by Stichting PAWW (and amounts in 2022 to 0.2%). The employment agency deducts the premium from the gross wage and pays this to Stichting PAWW.
3. The employment agency compensates the agency worker for this premium by means of an increase of the gross salary to the amount of the actual premium percentage.
4. Further information can be found on the website of the foundation: www.spaww.nl. The current premium is always published on this website and the gross salary concept if further explained.

APPENDICES

APPENDIX I

RESERVATIONS, WAITING DAY COMPENSATION AND DISTRIBUTION OF CONTRIBUTIONS FOR SICKNESS TOP-UP BENEFITS

1. The number of workable days is calculated by subtracting the number of public holidays plus the number of days' holiday from the total number of workdays (Monday through Friday) per year.
2. The percentage for the reservation of days' holiday is calculated by dividing the number of days' holiday by the number of workable days.
3. The percentage for the reservation of the statutory days' holiday is calculated by dividing the number of days' holiday by the number of workable days.
4. The percentage for payment of days' holiday over and above the statutory minimum is calculated by dividing the number of days' holiday over and above the statutory minimum by the number of workable days.
5. To determine the number of workable days for holiday workers, the number of statutory days' holiday is subtracted from the total number of working days.
6. The percentage for the reservation of days' holiday for holiday workers is calculated by dividing the number of days' holiday by the number of workable days, as referred to in paragraph 5.
7. The percentage for the reservation of public holidays is calculated by dividing the number of public holidays by the number of workable days.
8. The table below sets out workable days per calendar year during the term of the collective agreement:

Year	Number of working days
2022	260
2023	260

9. The table below sets out the applicable percentages during the term of this collective agreement:

Article	2022	2023
reservation of days' holiday	10,87%	10,92%
reservation of statutory days' holiday	8,70%	8,73%
payment of days' holiday over and above the statutory minimum	2,17%	2,18%
short-term leave, birth leave and special leave	0,60%	0,60%
official public holidays	2,17%	2,62%
holiday holiday workers	8,33%	8,33%
Waiting day compensation for Temporary Employment Agency Undertakings I	0,71%	0,71%
Waiting day compensation for Temporary Employment Agency Undertakings II	1,16%	1,16%
Maximum percentage for deduction of Sickness Benefits Act supplements for Temporary Employment Agency Undertakings I	0,58%	0,58%
Maximum percentage for deduction of Sickness Benefits Act supplements for Temporary Employment Agency Undertakings II	1,33%	1,33%

APPENDIX II
PAYSLIP

The remuneration will be paid at the end of every week/month/period. When making this payment, the employment agency provides the agency worker with a payslip. At his request, the agency worker will receive a printed copy of the payslip.

The payslip comprises the following elements;

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 reservations accrued in the relevant period;
h. the total of reservations accrued;
i. the name of the employment agency;
k. the name of the employee;
k. the name and location of the client, if possible;
l. if applicable, the pay scale in the negotiated wage;
m. if applicable, the pay scale in the negotiated wage/remuneration scheme of the client;
n. the wage paid;
o. the statutory minimum wage and the minimum holiday allowance applicable to the employee during this period;
p. an explanation of abbreviations used;
q. any other deductions. Deductions made from the wage other than taxes and contributions are subject to consultation with the agency worker and must be stated on the payslip.

APPENDIX III
PENSION AGREEMENT

The undersigned, namely:

1. a. Federation of Private Employment Agencies (ABU), with its registered office in Amsterdam,
   b. Dutch Association of Intermediary Organisations and Temporary Employment Agencies (NBBU), with its registered office in Amersfoort,

   each as a party of the first part
2. a. FNV, with its registered office in Utrecht,
   b. CNV Vakmensen, with its registered office in Utrecht,
   c. De Unie, trade union for the manufacturing industry and services sectors, with its registered office in Culemborg,

   each as a party of the second part,

agree as follows:
the pension agreement for agency workers, consisting of the following articles.

Basic Plan

Waiting time and participation Basic Plan

1. The agency worker becomes a participant in the Basic Plan as soon as he has completed the waiting period. During the waiting period, the agency worker is not yet a member and no pension is accrued yet. The waiting period for the Basic Plan ends if the agency worker has worked for one employment agency for more than 8 weeks.
2. The following rules apply to counting the weeks of the waiting period referred to in paragraph 1:
   a. Only weeks in which work has actually been performed are counted. The reason for not working is irrelevant.
   b. To count the weeks, the agency worker must have worked for one and the same employment agency, unless the situation referred to under d and e applies.
   c. The weeks worked do not have to be consecutive to count, but if there is a gap of more than 26 weeks between the weeks worked, the counting starts again.
   d. In the case of successive employer status, the relevant employment history with the previous employer is included in the weeks worked, in accordance with Article 12 of the collective agreement.
   e. If there is a group as referred to in Section 2:24b of the Dutch Civil Code, the relevant employment history with the previous employers within the same group is included in the weeks worked.
   f. The employer can also be an employer who is exempt from StiPP.
3. The agency worker can also become a participant in the Basic Plan if he:
   a. on the basis of a collective and/or individual employment contract, is entitled to earlier participation in the Basic Plan than after completing the waiting period for the Basic Plan (8 weeks), or;
   b. is no longer employed by an employment agency, but has voluntarily continued his participation after termination of employment. This option and the rules for this can be found in StiPP's pension regulations.

   Participation in the Basic Plan is equated with participation in the pension plan of an employer who is exempt from StiPP.
4. The agency worker cannot participate in the Basic Plan before the first day of the month in which he turns 21.
5. If the agency worker was a participant in the Basic Plan and he enters into a new agency work employment contract and:
   a. the interruption between the two agency work employment contracts does not last longer than 52 weeks, he will again become a participant in the Basic Plan.
   b. the interruption between the two agency work employment contracts lasts 52 weeks or longer, he will not become a participant in the Basic Plan and he will have to go through the waiting period again.
6. Transitional provision waiting time

   Until 2022, a waiting period of 26 weeks for the Basic Plan applied. The following rules apply to agency workers who were still in the waiting period of 26 weeks in week 1 of 2022:
   a. Agency workers who have worked for more than 8 weeks in week 1 of 2022 for the same employment agency will become a participant in the Basic Plan in

week 1 of 2022.
b. If the agency worker has not yet worked 8 weeks for the same employment agency in week 1 of 2022, the weeks worked before week 1 of 2022 will count towards the counting of the waiting time.

Week 1 of 2022 mentioned above, starting on 3 January 2022, applies to employers who pay per week or per period of 4 weeks. For employers who pay per month, the aforementioned week 1 is regarded as 1 January of 2022.
The weekly count in this transitional provision is subject to the same rules for the waiting time as those described in paragraph 2.

7. Stichting Pensioenfonds voor Personeelsdiensten is charged with the implementation of the Basic Plan.
8. Parties to the ABU and NBBU collective agreements have agreed that the flat-rate premium is 2.6% of the pensionable earnings. Each employment agency is obliged to pay this contribution in accordance with the requirements set out in the Administrative Regulations.
9. The Basic Plan is a defined contribution plan. The Basic Plan has a retirement age of 67 and provides for the accrual of pension capital for the purchase of a lifelong old-age pension and/or a partner's pension, based on an age-independent contribution.
The pensionable salary per period of one week, four weeks or a calendar month within the meaning of this article consists of the sum of:
   - wages for employee insurance schemes.

   This always excludes the addition as a result of the private use of a business car;
   - the employee's share in the contribution for the pension scheme; *1
   - the wage that is exchanged for tax-free reimbursements or tax-free benefits in connection with extraterritorial costs.

   The pensionable salary is pensionable up to a maximum amount per hour. This maximum amount per hour is determined annually by the board of StiPP and is derived from the maximum sum insured for national insurance schemes as described in Chapter 3 of the Social Insurance Funding Act.
10. The reserves built up in a period during which the agency worker was not a participant in the Basic or Plus Plan are not included in the pensionable salary.
11. Transitional provision reservations
If the agency worker was already a participant in the StiPP pension scheme before 1 January 2022 and the reserves are included in the pensionable salary/gross hourly wage at the time of creation in accordance with the regulations applicable in the relevant year, these reserves will be deducted from the pensionable salary from 2022 onwards, thus avoiding double pension accrual on the same part of the salary.
12. The complete Basic Plan has been laid down in the Basic Plan Regulations of Stichting Pensioenfonds voor Personeelsdiensten*2.

**1 The employee's share in the premium for the Basic Plan is € 0.*

**2 The regulations and further information about the Basic Plan have been published on the website of Stichting Pensioenfonds voor Personeelsdiensten: www.stippensioen.nl.*

Plus Plan

13. An agency worker becomes a participant in the Plus Plan if he meets one of the following descriptions:
    a. the agency worker who has gone through the waiting period and has worked more than 52 weeks after this for one or more employment agencies. It is not necessary for the weeks worked to be consecutive to count the 52 weeks. The weeks worked are added together, unless the interruption between the two agency work employment contracts is 52 weeks or more. Or;
    b. the agency worker who is entitled to earlier participation in the Plus Plan on the basis of a collective and/or individual employment contract, or;
    c. the agency worker who has worked for one employment agency in more than 60 weeks and who is not yet a participant in the Basic Plan, or;
    d. the (former) agency worker who has voluntarily continued his participation after termination of employment or who is entitled to a waiver of premium and continued participation in the event of incapacity for work. These options and the rules for this can be found in StiPP's pension regulations.

    The agency worker cannot participate in the Plus Plan before the first day of the month in which he turns 21.
    The weeks worked are also included if there is an exempted employer or if there is successive employer status.
14. If the agency worker was a participant in the Plus Plan and he enters into a new agency work employment contract and
    a. the interruption between the two agency work employment contracts is shorter than 26 weeks, he will again become a participant in the Plus Plan; or
    b. it is less than 52 weeks since he was a participant in the Basic Plan, he becomes a participant in the Plus Plan or;
    c. it has been 52 weeks or longer since he was a participant in the Basic Plan and the interruption between the two agency work employment contracts is 26 weeks or longer but shorter than 52 weeks, he becomes a participant in the Basic Plan; or
    d. the interruption between the two agency work employment contracts lasts 52 weeks or longer, in which case he must go through the waiting period for the Basic Plan again before becoming a participant in the Basic Plan.
15. Stichting Pensioenfonds voor Personeelsdiensten is charged with the implementation of the Plus Plan.
16. Parties to the ABU and NBBU collective agreements have agreed that the flat-rate premium is 12.0% of the pension basis. Each employment agency is obliged to pay this contribution in accordance with the requirements set out in the Administrative Regulations.
17. The pension basis is the pensionable salary, less the deductible. The deductible per period is determined by multiplying the number of paid hours in the period concerned by the hourly deductible. The hourly deductible is determined annually by the board of StiPP and is derived from the annual deductible that is equal to the amount that is taken as the starting point in Article 10aa, paragraph 1, of the Wages and Salaries Tax (Implementation) Decree 1965, with an accrual percentage of 1.788% and a 36-hour working week.

The pensionable salary per period of one week, four weeks or a calendar month within the meaning of this article consists of the sum of:
- wages for employee insurance schemes.

This always excludes the addition as a result of the private use of a business car;
- the employee's share in the contribution for the pension scheme;
- the wage that is exchanged for tax-free reimbursements or tax-free benefits in connection with extraterritorial costs.

The pensionable salary is pensionable up to a maximum amount per hour. This maximum amount per hour is determined annually by the board of StiPP and is derived from the maximum sum insured for national insurance schemes as described in Chapter 3 of the Social Insurance Funding Act.

18. The reserves built up in a period during which the agency worker was not a participant in the Basic or Plus Plan are not included in the pensionable salary.
19. Transitional provision reservations
    If the agency worker was already a participant in the StiPP pension scheme before 1 January 2022 and the reserves are included in the pensionable salary/gross hourly wage at the time of creation in accordance with the regulations applicable in the relevant year, these reserves will be deducted from the pensionable salary from 2022 onwards, thus avoiding double pension accrual on the same part of the salary.
20. The Plus Plan is defined contribution scheme with a retirement age of 67 that provides for the accrual of pension capital for the purchase of a lifelong old-age pension and/or a partner's pension. The contribution that is made available for the accrual of pension capital is expressed as a percentage of the pension basis, in accordance with the graduated scale below.

Age group	Pension contribution for 2022
21-24	4,20%
25-29	5,20%
30-34	6,30%
35-39	7,70%
40-44	9,30%
45-49	11,40%
50-54	14,00%
55-59	17,20%
60-64	21,40%
65-66	25,70%

21. In the event of incapacity for work in accordance with the provisions of the Work and Income (Capacity for Work) Act, pension accrual may be continued in proportion to the applicable degree of incapacity for work, in accordance with the level of contributions paid at the time incapacity for work commences.

22. In the event of the agency worker's death during employment, the pension scheme provides for term life insurance for the partner's pension during the future term of service.

23. The employment agency is entitled to deduct part of the pension contributions from the agency worker's wage, if and as soon as he is covered by the pension scheme. The amount of the deduction is a maximum of one-third of the flat-rate premium referred to in paragraph 18.

24. The complete Plus Plan has been laid down in the Plus Plan Regulations of Stichting Pensioenfonds voor Personeelsdiensten*[3].

Other

25. The Basic and Plus Pension Plans as described in this article can at all times be deviated from, if in favour of the agency worker.

**3 The regulations and further information about the Plus Plan have been published on the website of Stichting Pensioenfonds voor Personeelsdiensten: www.stippensioen.nl.*

APPENDIX IV
JOB CLASSIFICATION AND JOB LEVEL

Explanation:
e methodology for classifying an agency position into a function group of the collective agreement wage structure is based on the 'analytical comparison' principle. The process involves two tools:

1. Collective agreement job matrix
The collective agreement job matrix, as included in this appendix, contains an overview of all collective agreement reference positions sorted according to job category and field of work.

The following fields of work are distinguished:

a. Financial & Administrative
b. Secretarial
c. P&O
d. ICT
e. Facilities
f. Catering
g. Commerce
h. Logistics
i. Production & Technology
j. Care & Well-being

2. Agency worker job classification handbook
This handbook contains reference positions with a job profile for each position.
Each job profile has been valued and classified into a job group based on said valuation.

3. Tool for finding the most suitable reference job profile
The *Agency worker job classification handbook* is available via the NBBU website and the websites of the employees' organisations.
Reference positions are included in the handbook, but in practice, a much larger number of job titles are used by the employment agencies.
The handbook offers a tool to facilitate the search for the correct reference position. The first column of the tool lists a large number of reference positions per field of work in alphabetical order, which positions are common in employment agency practice. The second column shows the frequently used alternative job titles associated with the fields of work. The third column lists the matching collective agreement job level.

4. Job classification procedure

1. The agency worker is classified on the basis of the work to be performed by him.
2. This work, the position, consists of the activities, responsibilities and powers as assigned to the agency worker.
3. The position is classified in one of the groups of the collective agreement job matrix, which is part of this collective agreement.

4. Jobs are classified by means of an analytical comparison of the job with reference jobs in the collective agreement job matrix, based on the job information made available by the client. A further explanation is included in the *Agency worker job classification handbook*.
5. By means of a dated classification decision, the employment Agency informs the agency worker in writing in which job category the agency worker has been classified and which reference position applies. A format for this has been included in the *agency worker job classification handbook*.
6. In the event of a change in the agency worker's position, the position will be reclassified in accordance with the above procedure.
7. The employment agency holds periodic interviews with the agency worker, during which it is verified whether the content of the position corresponds to the actual work.
8. If the agency worker finds that the work assigned to him is not in accordance with his job classification, he can make this known to the employment agency. The employment agency will, within two weeks, investigate whether the work assigned to the agency worker is in accordance with the job classification. If this is not the case, the position must be reclassified according to the above procedure. Any adjustment to the remuneration is made with retroactive effect, backdated to when the classification of the position was contested.
9. The agency worker can object to his job classification. Article 40 of this collective agreement contains the procedure for consultation, objection, and appeal.

Field of work ▸ Job category ▾	Financial & Administrative	Secretarial	Personnel & Organisation	ICT	Facilities
1	Archiving assistant				Cleaner A
2	Post room assistant Administrative assistant A	Word processing assistant			Cleaner B Canteen assistant Steward
3	Administrative assistant B Invoice control assistant	Telephonist Receptionist/ telephonist A			Doorman Caretaker Security officer A
4	Administrative assistant C	Receptionist/ telephonist B Secretary A			Ground steward/ stewardess Doorman at a club Caretaker at a hotel Security officer B
5	Accounts receivable & payable assistant	Secretary B		Helpdesk assistant	Specialist security officer
6	Financial administration assistant Payroll accounting assistant Insurance underwriter	Secretary C	Personnel administration assistant	System management assistant	Security team leader
7	Actuarial calculator	Secretary D	Human resources assistant	System administrator A Application manager Webmaster	Facility service coordinator
8	Economic analyst Assistant controller	Management assistant	Personnel officer	System administrator B Application programmer	
9	Head of the financial administration Actuarial analyst	Head of the secretariat	HR advisor	Application developer	
10	Controller		P&O manager		

Catering	Commercial	Logistics	Production & Technology	Care & Well-being
Dish washer Kitchen assistant A Party catering planning assistant	Shelf stacker	Packer Driver's mate (Loading/ Unloading) Warehouse assistant A Mail distributor	Domestic service assistant Production worker Agricultural harvest assistant	
Corporate restaurant assistant Waiting assistant Kitchen assistant B Party catering assistant	Checkout operator Call-centre assistant A	Forklift truck driver Order picker Storage unit assistant Warehouse assistant B (Mail) sorter Postman	Auxiliary engineer Agricultural crop assistant	Domestic aid
Waiting assistant Chef basic dishes Dish washing room foreman Party catering waiting assistant Barkeeper A Booking assistant at a hotel	Call-centre assistant B Shop assistant (retail sector) Office sales assistant	Warehouse assistant C Van driver/courier	Machine operator Machine welder	Nursing assistant
Host/Hostess All-round party catering assistant Barkeeper B Front office assistant at a hotel	Call-centre assistant C Customer-service assistant Desk assistant	Truck driver	Crane operator Maintenance engineer A CNC machine worker	Nursing assistant Domestic care aid
Hotel receptionist Independent chef All-round waiting assistant	Office sales assistant A Call-centre supervisor	Dispatcher/freight planner	Maintenance engineer B Construction fitter Mechanical engineering draughtsman Plumber Welder	Doctor's assistant Practical nurse
Chef at a small restaurant Headwaiter	Complaints management assistant Office sales assistant B Field sales assistant	Warehouse team leader	E&I engineer All-round CNC machine worker	Specialist domestic care aid Licensed practical nurse Group supervisor
Fast food restaurant manager Sous-chef	Representative		Draughtsman/ Mechanical engineering constructor Machine construction coordinator Maintenance technician	Practice nurse Baccalaureate-educated registered nurse Care coordinator
Hotel desk manager	Account manager Buyer		Maintenance coordinator Sales engineer	Intensive care nurse Physiotherapist Laboratory analyst
Hotel/ restaurant manager	Sales manager		Head of production Mechanical engineering constructor Product engineer	Head of physiotherapy
	Product manager		Advisor on safety and the environment	

APPENDIX V
HOUSING STANDARDS

1. The employment agency's administrative records show an up-to-date overview of all housing locations, stating the number of residents with it.
2. The permitted housing standards are:
   a. ordinary houses;
   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 housing locations referred to under sub a. (ordinary house) and c. (residential units in a building complex) must offer at least 12m2 of usable area (UA)*. 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 m2 of enclosed living space per person.
4. The supervisory institution is authorised to assess safety and hygiene levels at the housing location.
5. The following must be present in the housing location:
   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 for two people if shared between more than eight and a minimum of 16 burners when shared between more than 30 people;
   e. six litres of extinguishing agent.
6. An information card is on display in the housing location. It is drawn up and written in the national language 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 housing location.
7. A person can be contacted 24 hours a day in case of emergencies.
8. If during an inspection of the housing location the supervisory institution finds that a bedroom is locked, it may decide to order a re-inspection of the housing location.
9. The fire extinguisher(s) kept at the housing location has/have been tested and passed the test.

   The fire extinguisher must display clear operating instructions. A fire extinguisher must be kept within five meters of where hot meals are prepared. 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 at the prescribed location in the housing location.

* *The rules for calculating usable area have been described in NEN 2580.*

PROTOCOLS

Future
The parties have made a joint future assessment and formulated a number of principles:

1. Working through an employment agency must be the most attractive form of flexible work.
2. This attraction may differ per individual category.
3. A choice for agency work based only on price may not be leading.
4. Creating more job security where there is a lack of job security, thereby increasing satisfaction as regards the agency worker's job (security) and income.
5. Creating synergy by utilising the parties' potential common power in influencing the outside world.
6. Taking responsibility for working according to 'good employment practices'.
7. Formulating an unambiguous explanation and interpretation of what the parties have agreed.
8. Creating or expanding agency work as a stepping stone to another job or line of work by organising work experience, training, etc.
9. Promoting 'emancipation', i.e. equal treatment of agency workers/agency work.
10. Creating a 'level playing field' in the employment agency market.

Pension
In 2019, the parties have the intention of entering into agreements on a new pension scheme for agency workers. Within that framework, a study is currently being conducted in collaboration with StiPP into the effects of shortening the waiting period.

Scope
Parties to the collective agreement will jointly explore the desirability and possibilities with regard to whether or not to adjust provisions pertaining to scope and/or dispensation, as soon as possible.

Construction & Infrastructure
The individual parties to this collective agreement disagree on the status of the so-called construction agreement ("Agreement on the position of agency workers in the construction industry"), concluded and effective from 29 November 2005 and which has subsequently developed into a continuing performance contract. The individual parties to this collective agreement reserve all rights and defences as regards the status of the building agreement.
The parties to this collective agreement agree to consult the parties to the Construction & Infrastructure Collective Agreement and the other parties involved as soon as possible, in order to come to a workable solution.

Regardless of the outcome of the aforesaid consultations, the parties to the Collective Agreement for Agency Workers agree that, as far as the applicable pension scheme is concerned, the agreements for agency workers in the construction sector will be maintained, as laid down in, among other things, Article 51, paragraph 3 of the *ABU Collective Agreement for Agency Workers* 2017 – 2019 (and further specified in the Sectoral Pension Fund (Obligatory Membership) Decree for Personnel Services, as mirrored in the provisions of the Sectoral Pension Fund (Obligatory Membership) Decree for the Construction Industry).

Information on collective agreements for borrowed personnel
The parties to the collective agreement deem it important that the user company remuneration is set correctly. They have therefore conducted a pilot to obtain authorised information from the parties involved in the collective agreements for borrowed personnel regarding the application of the user company remuneration elements from those collective agreements. They will evaluate this pilot and decide whether an inventory and design of an information system regarding the user company remuneration is possible and desirable, and if so, how the set-up and management of this information system can be organised and financed.

Price-quality ratio of housing for migrant workers regulation
The parties to the collective agreement agree to continue the inventory of options for regulating the price-quality ratio of housing for migrant workers. To this end, other options are being explored in addition to the (previously explored option of) regulation on the basis of a points evaluation system.

Public holidays
The parties to the collective agreement will conduct a representative investigation into the performance of work on public holidays and the continued payment of agency workers on said days. This includes an analysis of the sum of paid public holidays, the reservation percentage from the collective agreement, and how the exemption for holiday bonuses at the hirer(s) relates to the arrangement for agency workers.

INFORMATION ON THE RELEVANT LEGAL TEXTS:

Section 2:24 of the Dutch Civil Code

1. The books, documents and other data carriers of a dissolved legal entity must be retained for a period of seven years after the legal entity has ceased to exist. The custodian is the person designated under or pursuant to the articles of association or the general meeting or, if the legal entity was a foundation, by the board.
2. If a custodian is absent and the last liquidator is not prepared to retain the books concerned, a custodian will, at the request of an interested party, be appointed by the sub-district court within whose jurisdiction the legal entity is domiciled, if possible from within the circle of those who were involved in the legal entity. This is not open to appeal.
3. Within eight days of the start of his custodianship, the custodian must notify the

public registers where the dissolved legal entity was listed of his name and address.
4. The sub-district court referred to in subsection 2 may, if so requested, authorise any interested party to inspect the books, documents and other data carriers, if the legal entity was a foundation, and otherwise anyone who demonstrates that he has a legitimate interest in inspection in his capacity as a former member or shareholder of the legal entity or holder of depositary receipts for its shares, or as successor in title to such an entity.

Section 7:628 of the Dutch Civil Code

1. The employee retains the right to the time-based wage if he did not perform the stipulated work due to a cause that should reasonably be for the account of the employer.
2. If the employee, by virtue of any legally prescribed insurance policy or by virtue of any insurance policy or fund in which participation has been agreed or results from the employment contract, is entitled to a financial benefit, the wage will be reduced by the amount of that benefit.
3. If the monetary wage is not timed-based, the provisions of this section apply, on the understanding that wage is considered to be the average wage that the employee could have earned during that time, had he not been prevented from earning that wage.
4. However, the wage will be reduced by the amount of the expenses that the employee has saved as a result of not performing the work.
5. Subsection 1 may be deviated from to the detriment of the employee for the first six months of the employment contract, by a written agreement or by order or on behalf of a competent administrative body.
6. In case of successive employment contracts as referred to in Section 668a, a deviation as referred to in subsection 5 can only be agreed for a maximum of six months.
7. The period referred to in subsection 5 may be extended for positions to be determined by collective labour agreement or by order or on behalf of a competent administrative body, provided that the work associated with these positions is incidental in nature and has no fixed scope.
8. By order of the Minister of Social Affairs and Employment, at the request of the Labour Foundation (Stichting van de Arbeid), it may be determined that subsection 5, 6 or 7 does not apply to certain industries, or parts thereof.
9. Any stipulation that deviates from this section to the detriment of the employee is void.

Section 7:629 of the Dutch Civil Code

1. Insofar as the wages do not exceed the amount referred to in Section 17, subsection 1 of the Social Insurance Funding Act, as regards a wage period of one day, the employee remains entitled to 70% of the time-based wage for a period of 104 weeks, but for the first 52 weeks to at least the statutory minimum wages applicable to him, if he failed to perform the stipulated work due to being incapacitated for work on account of illness, pregnancy or childbirth.

2. Contrary to subsection 1, the right referred to in that subsection applies for a period of six weeks for the employee who:
   a. usually performs services less than four days a week, exclusively or almost exclusively in the household of the natural person whom he is employed by; or
   b. has reached the age referred to in Section 7, part a, of the General Old Age Pensions Act.

   If the incapacity for work due to illness has commenced before the date on which the employee has reached the age referred to in part b, the period referred to in this subsection applies from that date, insofar as the total period does not exceed 104 weeks.
3. The employee does not have the right referred to in subsection 1:
   a. if the illness was caused by or is the result of an ailment with regard to which he provided incorrect information at a pre-employment medical examination, as a result of which the employee could not correctly be tested for his ability to meet the workload capacity requirements set for the position;
   b. for the time during which his recovery is impeded or delayed as a result of his actions;
   c. for the time during which he, although being able to, without a valid reason fails to perform suitable work, as referred to in Section 658a, subsection 4, for the employer or for a third party appointed by the employer, which the employer enables him to do;
   d. for the time during which he, without a valid reason, refuses to cooperate in the reasonable instructions or measures taken by the employer or an expert appointed by the employer, which instructions or measures are aimed at enabling the employee to perform suitable work as referred to in Section 658a, subsection 4;
   e. for the time during which he, without a valid reason, refuses to cooperate in drawing up, evaluating and adjusting a plan of action as referred to in Section 658a, subsection 3;
   f. for the time during which he, without a valid reason, submits his application for benefits as referred to in Section 64, subsection 1 of the Work and Income (Capacity for Work) Act later than is stipulated in that section.
4. Contrary to subsection 1, the female employee does not have the right referred to in that subsection during the period that she is on maternity leave in accordance with Section 3:1, subsections 2 and 3 of the Work and Care Act.
5. The wages are reduced by the amount of any financial benefit enjoyed by the employee by virtue of any legally prescribed insurance policy or by virtue of any insurance policy or fund which the employee does not participate in, insofar as this benefit is related to the stipulated work from which the wage is enjoyed. The wage is also reduced by the amount of income earned by the employee in or outside employment for work he has performed during the time that he could have performed the stipulated work, had he not been prevented from doing so.
6. For as long as the employee does not observe the written reasonable regulations issued by the employer with regard to providing the information required by the employer in order to assess the entitlement to wages, the employer is entitled to suspend the payment of the wages as referred to in subsection 1.

7. The employer can no longer rely on any ground for partially or fully refraining from paying the wage or suspending payment thereof, if he failed to notify the employee thereof immediately after he suspected or should reasonably have suspected its existence.
8. Section 628, subsection 3 applies mutatis mutandis.
9. This Section can only be deviated from to the detriment of the employee to the extent that the employer may stipulate that the employee is not entitled to wages for the first two days of the period referred to in subsections 1 or 2.
10. For the purposes of subsections 1, 2 and 9, periods during which the employee has been prevented from performing his work due to incapacity for work on account of illness, pregnancy or childbirth, will be added together if they succeed each other with interruptions of less than four weeks, or if they immediately precede and link up with a period in which maternity leave is taken as referred to in Section 3:1, subsections 2 and 3 of the Work and Care Act, unless the incapacity for work cannot reasonably be deemed to result from the same cause.
11. The 104-week period referred to in subsection 1 will be extended:
    a. with the duration of the delay if the application referred to in Section 64, subsection 1 of the Work and Income (Capacity for Work) Act is made later than prescribed in or pursuant to that section;
    b. with the duration of the extended period that the Employee Insurance Agency has determined on the basis of Section 24, subsection 1 of the Work and Income (Capacity for Work) Act, and with the duration of the period referred to in Section 25, subsection 9, first sentence, of that Act;
    c. with the duration of the extension of the waiting period as referred to in Section 19, subsection 1 of the Disability Insurance Act, if that waiting period is extended on the grounds of subsection 7 of that section; and
    d. with the duration of the period determined by the Employee Insurance Agency on the basis of Section 71a, subsection 9 of the Disability Insurance Act.
12. If the employee performs suitable work as referred to in Section 658a, subsection 4, the employment contract remains in full force.
13. For the purposes of subsection 2, preamble and part a, the provision of services for a household includes the provision of care to members of that household.

Section 7:632 of the Dutch Civil Code

1. Except at the end of the employment contract, setoff by the employer of his debt with regard to the wage to be paid is only permitted against the following amounts owed by the employee:
    a. any compensation for damage owed by the employee to the employer;
    b. any fines owed by the employee to the employer in accordance with Section 650, provided that he issues a written statement to that effect, specifying the amount of each fine, the date on which and the reason why it was imposed and the provision of the written agreement that was breached;
    c. any advances on the wage, paid by the employer to the employee in cash, subject to a written statement to that effect;
    d. any overpaid amount in respect of the wage;
    e. the rental price of a house or other space, a plot of land or of equipment,

machines and tools used by the employee in his own company and which are leased by the employer to the employee under a written agreement.

2. Setoff cannot be performed on the part of the wage up to the amount referred to in Section 7 of the Minimum Wage and Minimum Holiday Allowance Act, unless it has been previously agreed with the employee in writing that setoff against a claim as referred to in Section 1, part c can be performed. If the amount referred to in the previous sentence is lower than the part of the wage on which attachment against the employer may not be valid, setoff will only be made on the part of the wage on which attachment would be valid. As regards to what the employer could claim under subsection 1, part b, he may not set off more than a tenth of the monetary wage that would have to be paid in that event, on the understanding that no setoff is made against the part of the wage up to the amount referred to in the previous sentences.
3. The amount the employer deducts on the basis of an attachment imposed on the wage will be deducted from the maximum amount permitted for setoff.
4. A stipulation that would give the employer a broader authorisation to setoff is voidable, on the understanding that the employee is entitled to nullify any declaration of setoff from the employer that assumes the validity of the stipulation.

Section 7:640a of the Dutch Civil Code

The entitlement to the minimum as referred to in Section 634 lapses six months after the last day of the calendar year in which it was acquired, unless the employee has not been reasonably able to take holidays until then. The six-month period referred to in the first sentence can be deviated from in favour of the employee by written agreement.

Section 7:652 of the Dutch Civil Code

1. If the parties agree a probationary period, this period must be the same for both parties.
2. The probationary period is to be agreed in writing.
3. When entering into an employment contract for an indefinite period of time, a probationary period of up to two months can be agreed.
4. A probationary period cannot be agreed if the employment contract has been entered into for a maximum of six months.
5. When entering into an employment contract for a definite period of time with a duration of more than six months, a probationary period may be agreed of no more than:
   a. one month, if the employment contract has been entered into for less than two years;
   b. two months, if the employment contract has been entered into for two years or more;
6. If an employment contract for a definite period of time does not specify a particular calendar end date, the maximum probationary period is one month.
7. Subsection 5, part a and subsection 6 can only be deviated from to the detriment of the employee by collective labour agreement or by order or on behalf of an authorised administrative body.

8. Any stipulation in which a probationary period has been agreed is void if:
    a. the probationary period is not the same for both parties;
    b. the probationary period, other than by collective labour agreement or by order or on behalf of a competent administrative body, is more than one month in the case referred to in subsection 5, part a;
    c. the probationary period is more than two months;
    d. the stipulation has been included in a subsequent employment contract between an employee and the same employer, unless that contract clearly requires different skills or responsibilities from the employee compared to the previous employment contract;
    e. the stipulation has been included in a subsequent employment contract between an employee and another employer who, in respect of the work performed, should reasonably be deemed to be the successor of the previous employer; or
    f. the stipulation has been included in an employment contract that is entered into for a maximum of six months.

Section 7:668a of the Dutch Civil Code

1. From the day that between the same parties: a. employment contracts for a definite period of time have succeeded each other at intervals of no more than six months and have exceeded a period of 36 months, those intervals included, the last employment contract will be deemed to have been entered into for an indefinite period of time, from that day; b. more than three employment contracts for a definite period of time have succeeded each other at intervals of no more than six months, the last employment contract is deemed to have been entered into for an indefinite period of time.
2. Subsection 1 applies mutatis mutandis to successive employment contracts between an employee and various employers who, irrespective of any insight into the capacity and suitability of the employee, as regards the work performed, must reasonably be deemed to be each other's successors.
3. Subsection 1, part a, does not apply to an employment contract entered into for a maximum of three months immediately following an employment contract entered into between the same parties for 36 months or longer.
4. The notice period is calculated from the time of the conclusion of the first employment contract, as referred to under a or b of subsection 1.
5. The period of 36 months referred to in subsection 1, part a, can be extended to a maximum of 48 months and the total of three, referred to in subsection 1, part b, can be increased to a maximum of six by collective labour agreement or by order or on behalf of a competent administrative body, if it appears from that agreement or order that for positions or job categories to be determined under that agreement or order, the intrinsic nature of the business operations requires this extension or increase.
6. Subsection 2, part a, can be deviated from to the disadvantage of the employee by collective labour agreement or by order or on behalf of a competent administrative body.
7. The period referred to in subsection 1, part a, can be deviated from to the detriment of the director of a legal entity by collective labour agreement or by

order or on behalf of a competent administrative body.

8. This section can be declared inapplicable for certain positions in an industry by collective labour agreement or by order or on behalf of a competent administrative body, if the Minister of Social Affairs and Employment has designated these positions by ministerial order, on account of it being customary for those positions in that industry and because the intrinsic nature of the business operations and of those positions require the work to be performed solely on the basis of employment contracts for a definite period of time, other than agency work employment contracts as referred to in Section 690. Declaring this section inapplicable by that order as referred to in the first sentence may be subject to further conditions.
9. This section can, by collective labour agreement or by order or on behalf of a competent administrative body, be declared fully or partially inapplicable for employment contracts designated therein that have been entered into exclusively or predominantly in the interest of the education of the employee.
10. This section does not apply to employment contracts entered into in connection with block or day release as referred to in Section 7.2.2. of the Adult and Vocational Education Act.
11. This section does not apply to an employment contract with an employee who has not yet reached the age of eighteen, if the average scope of work performed by him has not exceeded twelve hours per week.
12. The period referred to in subsection 1, part a, will be extended to a maximum of 48 months and the number referred to in section 1, part b, will amount to a maximum of six, if it concerns an employment contract with an employee who has reached the age as referred to in Section 7, part a, of the General Old Age Pensions Act. For the purpose of determining whether the period or the number of employment contracts referred to in this subsection has been exceeded, only employment contracts entered into after the age referred to in Section 7, part a, of the General Old Age Pensions Act are taken into account.
13. The intervals referred to in subsection 1, parts a and b, can be shortened to a maximum of three months by collective labour agreement or by order or on behalf of a competent administrative body for positions designated by that agreement or order which can be performed for a maximum period of nine months per year and which cannot be performed for a period of more than nine months consecutively per year by the same employee.
14. By order of the Minister of Social Affairs and Employment at the request of the Labour Foundation (Stichting van de Arbeid), the intervals referred to in subsection 1, parts a and b, can be shortened to a maximum of three months for positions designated by that agreement which can be performed for a maximum period of nine months per year and which cannot be performed for a period of more than nine months consecutively per year by the same employee.
15. This section does not apply to an employment contract with an employee at a school as referred to in Section 1 of the Primary Education Act or Section 1 of the Expertise Centres Act, if that employment contract was entered into for the purpose of replacement on account of illness of an employee who holds a teaching position or educational support position with lesson-related or class-related duties.

Section 7:672 of the Dutch Civil Code

1. The contract is terminated at the end of the month, unless a different day has been nominated under a written agreement or by custom.
2. The notice period to be observed by the employer is as follows:
   a. for an employment contract that has been in place for less than five years on the day that notice is given: one month;
   b. for an employment contract that has been in place for five years or more, but less than ten years, on the day that notice is given: two months;
   c. for an employment contract that has been in place for ten years or more, but less than fifteen years, on the day that notice is given: three months;
   d. an employment contract that has been in place for fifteen years or more on the day that notice is given: four months.
3. Contrary to subsection 2, the notice period to be observed by the employer is one month if the employee has reached the age referred to in Section 7, part a, of the General Old Age Pensions Act.
4. The notice period to be observed by the employee is one month.
5. If the permission referred to in Section 671a, subsection 1 or 2 has been granted, the notice period to be observed by the employer will be shortened by the duration of the period starting on the date on which the complete request for permission was received and ends on the date of the decision on the request for permission, provided that a period of at least one month remains.
6. The period referred to in subsection 2 or 3 can be reduced only by collective labour agreement or by order or on behalf of a competent administrative body. The period can be extended in writing.
7. The period referred to in subsection 4 can be deviated from in writing. When extended, the notice period for the employee may not exceed six months, and that for the employer cannot be shorter than twice the period for the employee.
8. The notice period referred to in subsection 7, second sentence, can be reduced for the employee by collective labour agreement or by order or on behalf of a competent administrative body, provided the period is not shorter than that for the employee.
9. For the application of subsection 2, employment contracts are deemed to form a similar, uninterrupted employment contract in the event of the reinstatement of the employment contract by virtue of Section 682 or 683.
10. The party who terminates before an earlier date than applies between the parties, owes the other party a compensation equal to the amount of the monetary wage over the period that the employment contract should have continued in the event of regular termination.
11. The sub-district court judge can mitigate the compensation referred to in subsection 10 if this appears fair to the court under the circumstances, provided that the compensation can neither be less than the monetary wage for the notice period referred to in subsection 2, nor less than the monetary wage for three months.

Section 7:690 of the Dutch Civil Code

The agency work employment contract is the employment contract as part of which the employee, within the framework of the exercise of the employer's profession or business, is assigned by the employer to a third party to perform work under the

supervision and management of the third party by virtue of an instruction issued to the employer.

Section 7:691 of the Dutch Civil Code

1. Section 668a only applies to the agency work employment contract once the employee has performed work for more than 26 weeks.
2. The agency work employment contract may stipulate in writing that the contract ends by operation of law on account of the assignment of the employee by the employer to the third party as referred to in Section 690 ending at the request of that third party. If a stipulation as referred to in the previous sentence has been included in the agency work employment contract, the employee can terminate that contract with immediate effect and the employer is not subject to Section 668, subsections 1, 2, 3 and 4, part a.
3. A stipulation as referred to in subsection 2 loses its effect if the employee has performed work for the employer for more than 26 weeks. After the expiry of this period, the employee's right to terminate as referred to in subsection 2 lapses.
4. Periods in which work is performed at successive intervals of no more than six months are taken into account for the calculation of the periods referred to in subsections 1 and 3.
5. Periods in which work is performed for different employers and which periods should reasonably be deemed to be each other's successor in respect of the work performed are taken into account for the calculation of the periods referred to in subsections 1 and 3.
6. This section does not apply to the agency work employment contract in which the employer and the third party are affiliated in a group as referred to in Section 24b, Book 2, or if one is a subsidiary of the other as referred to in Section 24a, Book 2.
7. Section 628, subsection 1 can be deviated from to the detriment of the employee by a written agreement, up to a maximum of the first 26 weeks in which the employee performs work. Section 628, subsections 5, 6 and 7 do not apply.
8. By collective labour agreement or by order or on behalf of a competent administrative body:
    a. the periods referred to in subsections 1, 3 and 7 may be extended to a maximum of 78 weeks; and
    b. subsection 5 may be deviated from to the detriment of the employee.

Section 7:692 of the Dutch Civil Code

The payroll contract is the agency work employment contract for which the contract for services between the employer and third party was not concluded within the framework of matching supply and demand on the labour market and in which the employer can assign the employee to another party with the consent of the third party only.

Section 40 Bankruptcy Act

1. Employees employed by the insolvent company may terminate the employment contract by giving notice and, reciprocally, the insolvency practitioner can terminate the employment contract by giving notice to the employees, subject to the agreed or statutory notice periods, on the understanding that the employment

contract can in any case be terminated with a notice period of six weeks.
2. From the day of the liquidation order, the wages and the premium debts associated with the employment contract are estate debts.
3. This section applies mutatis mutandis to agency contracts.

Section 16 Minimum Wage and Minimum Holiday Allowance Act
1. Subject to the provisions of subsections 2, 3 and 4, it can be determined by regulation under public law or by collective agreement that the employee is not entitled to holiday allowance or that he is entitled to a lower amount of holiday allowance than stipulated under Section 15.
2. If the sum of the wages to which the employee has acquired entitlements on 1 June of any year over the preceding period of a year, and the holiday allowance, insofar as the employee has acquired entitlements to it over that period, is less than 108% of the amount to which the employee has acquired entitlements in the form of the minimum wage for that period, the employee will further be entitled to an amount of holiday allowance for that period for the amount by which said 108% exceeds the aforesaid sum.
3. Insofar as the employee, whilst in employment, has acquired entitlements to benefits under the Sickness Benefits Act, Chapter 3, Section 2, subsection 1 of the Work and Care Act and the Unemployment Insurance Act over a period of time as referred to in subsection 2, the employee is entitled in respect of the employer to an amount of holiday allowance on the basis of these benefits, to the extent that this amount plus those benefits amount to at least 108% of the amount of benefit which the employee is or would have been entitled to over this period of time under the Sickness Benefits Act, Chapter 3, Section 2, subsection 1 of the Work and Care Act and the Unemployment Insurance Act.
4. In the event that Section 15, subsection 4 has been applied, the employee, over a period as referred to in subsection 2, is entitled to an amount of holiday allowance to the extent that this amount plus the wage or benefits under the Sickness Benefits Act, Chapter 3, Section 2, subsection 1 of the Work and Care Act and the Unemployment Insurance Act, to which the employee has acquired entitlements over that period of time, is not less than the sum of the minimum amount determined in accordance with Section 15, subsection 4 and the minimum wage or the benefits under the Sickness Benefits Act, Chapter 3, Section 2, subsection 1 of the Work and Care Act and the Unemployment Insurance Act, calculated on the basis of the minimum wage to which the employee is or would have been entitled to over that period of time.
5. If the wage agreed by the employer and employee exceeds three times the minimum wage, it can be determined by a written agreement that the employee is not entitled to holiday allowance or is entitled to a lower amount of holiday allowance. Section 15, subsection 2 applies mutatis mutandis.
6. In the event that the employer who is obliged in respect of his employees to apply a public regulation or collective labour agreement or the provisions of a collective labour agreement that have been declared generally binding, in which Section 15 has been deviated from by virtue of subsection 1, also employs staff who are not subject to that obligation, Section 15 may mutatis mutandis be deviated from as

regards to the latter group of employees, by written agreement.

7. If the employee is entitled to wages over a period in which he does not perform work, the benefits under the Sickness Benefits Act, Chapter 3, Section 2, subsection 1 of the Work and Care Act and the Unemployment Insurance Act by which the wage is reduced in accordance with that provision are, for the purpose of this section, deemed to be wage payable by the employer.

Section 1:2 Work and Care Act

1. For the purpose of this Act, wage is taken to mean: time-based compensation owed by the employer to the employee for the stipulated work, unless otherwise specified.
2. For the purpose of this Act, if the wage is other than time-based, the wage is considered to be the average wage that the employee could have earned in that time, had he not made use of a leave entitlement under this Act.

Section 4:2 Work and Care Act

1. After the spouse, the registered partner, the person with whom the employee cohabits without being married or the person whose child the employee acknowledges, has given birth, the employee is entitled to birth leave for a period of four weeks from the first day after the birth, without loss of pay of once the working hours per week.
2. If the employment contract or the public-law appointment is terminated before the birth leave has been fully enjoyed, the employee, if he enters into a new employment contract or public-law appointment, is entitled in respect of the employer to that part of the leave that has not yet been taken, with due observance of the provisions of this chapter.
3. If the employment contract or public-law appointment is terminated, the employer, at the request of the employee, is obliged to provide the latter with a statement showing how much birth leave the employee is entitled to.

NBBU

EMPLOYEES' PARTIES

FNV
Postbus 9208, 3506 GE Utrecht
I www.fnv.nl

CNV Vakmensen.nl
Postbus 2525, 3500 GM Utrecht
I www.cnvvakmensen.nl

De Unie
Multatulilaan 12, 4103 NM Culemborg
I www.unie.nl

AND
EMPLOYERS' PARTY

De Nederlandse Bond van Bemiddelings- en
Uitzendondernemingen (NBBU)
De Brand 20, 3823 LJ Amersfoort
I www.nbbu.nl

The NBBU collective agreement for temporary workers can also be downloaded as an app