With effect from 1 September 2019, a number of provisions will be amended in, or added to, the existing Collective Labour Agreement for Temporary Agency Workers (the “CLA”). With effect from 30 December 2019 (the first Monday in week 1 of 2020), the CLA will be amended in its entirety. As from that date, the members of the Federation of Private Employment Agencies (ABU) and the Association of Intermediary Organisations and Temporary Employment Agencies (NBBU) will be subject to one joint new CLA. That CLA will be more concise, more clearly written, and differently structured. Yet, you will also find many provisions that you already know from former CLAs. The amendments will impact USG People, our clients, and mostly the people in the workplace. And that is what USG People is all about: people.

To explain the consequences as clearly as possible for everyone, this white paper will outline the most important changes. We will thereby first indicate the amendments to be made to the ABU CLA with effect from 1 September 2019. Subsequently, we will explain the most important changes in the completely new CLA as from 30 December 2019.

Amendments as from 1 September 2019

2  Hirer’s remuneration
3  Youth wages
3  Legal status
3  Birth leave

New CLA for Temporary Agency Workers as from 30 December 2019

4  Legal status
7  Remuneration
9  Continued payment of wages in case of discontinuation of temporary agency work and suitable work
10  Deviating remuneration schemes
11  Leave
12  Sustainable employability
12  Miscellaneous
Amendments as from 1 September 2019

With effect from 1 September 2019, some minor changes to the existing ABU CLA will be implemented. These changes regard the hirer’s remuneration, the adjustment of the youth wages, the legal status of temporary agency workers, and the introduction of birth leave.

**Hirer’s remuneration**

Temporary agency workers who start working for a Hiring Company are entitled to the “hirer’s remuneration”. This is the wage as earned by an employee in the Hiring Company permanent employ in the same or an equivalent position.

The hirer’s remuneration is limited to six elements. Those elements will not change, but will be expanded in terms of the surcharges. The new hirer’s remuneration will be as follows, the new addition being underlined.

1. only the applicable periodic wage in the scale;
2. the applicable working hours’ reduction per week/month/year/period. This can be compensated - at the private employment agency sees fit- either in time and/or in money;
3. surcharges for overtime, shifted working hours, irregular hours (including public holidays) and shift bonus and working under physically straining circumstances in connection with the nature of the work (including working in low or high temperatures, working with hazardous substances, or dirty work);
4. initial wage increase (amount and time as determined by the Hiring Company’s organisation);
5. expenses allowance (insofar as the private employment agency is permitted to pay the allowance exempt from wage tax and social security contributions: travelling expenses, boarding house costs, equipment costs and other costs that are necessary on account of performing the work);
6. period-linked salary amounts (amount and time as determined in the Hiring Company’s organisation).

Note that the change to the surcharges will not take effect until Monday, 2 September 2019, in view of the fact that such changes can most easily be implemented with effect from a Monday.
Youth wages

In view of the statutory adjustment of the minimum wage scales, the youth wages in the CLA will be changed. Those youth wages can be applied to temporary agency workers aged 20 or under, where, in derogation from the hirer’s remuneration, the ABU remuneration is applied.

Legal status

To avoid that, as a result of transfer to another temporary employment agency, temporary agency workers lose their rights, a number of anti-abuse provisions will be added to the CLA.

Continued phase counting in the event of transition within the group

If the temporary agency worker transfers to another temporary agency within the same group within six months, the “phase system” counting of the CLA will continue. This means that the temporary agency worker’s legal status remains unchanged if he enters the employment of a different company within the same group as their employer. Furthermore, when granting a period-linked salary amount, the other temporary employment agency must take into account all the working experience gained at the various previous Hiring Company’s of the previous temporary employment agency within the group. The foregoing will not apply if the transfer to the other temporary employment agency occurs at the request of the temporary agency worker. It will be up to the temporary employment agency to demonstrate this.

Continued phase counting in the event of ‘forced’ transition

Furthermore, within the phase system, counting continues in the event of forced transition of temporary agency workers to another temporary employment agency (outside their employer’s group) for purposes of continuation of their work. An example is the situation where the Hiring Company switches agencies after a tender procedure, in which the temporary agency worker transfers along to the new agency at the Hiring Company’s request.

What is the phase system again? The phase system is the legal position system within the ABU CLA for Temporary Agency Workers in derogation from the statutory provisions on succession of fixed-term employment agreements. The existing phase system has three phases (A, B and C), and the agency can assign workers for 5.5 years before an employment agreement for an indefinite period of time arises between the temporary worker and the agency.

Example of continued phase counting

**Temporary employment agency X**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Duration</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHASE A</td>
<td>78 worked weeks</td>
<td>Up to 6 agency work employment contracts</td>
</tr>
<tr>
<td>1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHASE B</td>
<td></td>
<td>Up to 6 agency work employment contracts for a limited period of time within 4 years</td>
</tr>
<tr>
<td>1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHASE C</td>
<td></td>
<td>Indefinite period</td>
</tr>
</tbody>
</table>

Temporary agency worker working on the basis of a second temporary agency employment contract without agency clause, for a limited period.

**Transfer to temporary employment agency Y**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Duration</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHASE A</td>
<td>78 worked weeks</td>
<td>Up to 6 agency work employment contracts</td>
</tr>
<tr>
<td>1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHASE B</td>
<td></td>
<td>Up to 6 agency work employment contracts for a limited period of time within 4 years</td>
</tr>
<tr>
<td>1st</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHASE C</td>
<td></td>
<td>Indefinite period</td>
</tr>
</tbody>
</table>

Temporary agency worker working on the basis of a tertiary temporary agency employment contract without agency clause, for a fixed period of time telling has accrued (counting continues). The transition leads to a new agency work employment contract.

Note that if there is no transition within a group or a ‘forced transition’, the old rules on successive employership will continue to apply. In such event, only the relevant employment history will be taken over.

Birth leave

Paternity leave will be deleted from the CLA. This will be replaced by the statutory scheme under the Additional Leave (Introduction) Act [Wet invoering extra geboorteverlof (WIEG)]. Under that scheme, a temporary agency worker will be entitled to birth leave equal to one time the agreed working week subject to payment of the wage that he would have earned if he had worked. The provision accrued by the agency for short absenteeism, special leave and birth leave may be used for this purpose, but will usually not be sufficient. In such event, the temporary employment agency must supplement the provision.
As indicated above, with effect from 30 December 2019, the CLA will be amended in its entirety. Below are the most important changes, categorised as follows:

- Legal status
- Hirer’s remuneration Fee
- Continued payment of wages on the (full or partial) discontinuation of the temporary agency work and suitable work
- Deviating remuneration schemes
- Leave
- Sustainable employability
- Miscellaneous

**Legal status**

The phase system of the ABU CLA will continue to apply after 30 December 2019. Within the phase system, however, a number of changes will be made.

**Phases A, B and C**

The ABU and the NBBU each have a different phase designation. The ABU CLA distinguishes three phases (phases A, B and C), while the NBBU CLA distinguishes four phases (phases 1, 2, 3 and 4). In the new joint CLA, three phases will remain, to be designated either as phases A, B and C or as phase 1-2 (identical to phase A), 3 (identical to phase B) and 4 (identical to phase C). It is up to the private employment agency to choose which designation will be used. We will maintain the designations A, B and C.

**Secondment agreement becomes agency work employment contract without agency clause**

The term ‘secondment agreement’ as we now know it from the ABU CLA will be cancelled with effect from 30 December 2019. It has been opted to distinguish between the agency work employment contract with agency clause on the one hand and the secondment agreement by using the terms ‘agency work employment contract with agency clause’ [uitzendovereenkomst met uitzendbeding] and ‘agency work employment contract without agency clause’ [uitzendovereenkomst zonder uitzendbeding].

**Phase system and different types of agency work employment contracts**

<table>
<thead>
<tr>
<th>Phase</th>
<th>Term</th>
<th>Type of agency work employment contract</th>
<th>A</th>
<th>Agency work employment contract with agency clause and agency work employment contract without agency clause for a limited period of time</th>
<th>B</th>
<th>Up to six agency work employment contracts without agency clause for a limited period</th>
<th>C</th>
<th>Agency work employment contract without agency clause for an indefinite period</th>
</tr>
</thead>
</table>

What is the agency clause again? The agency clause regards the arrangement between the private employment agency and the temporary agency worker under which the agency work employment agreement will end by operation of law (i.e. automatically) in the event of termination of the assignment pursuant to which the temporary agency worker works for the Hiring Company. Furthermore, the agency work employment contract with agency clause will end by operation of law in the event of sickness of the temporary agency worker.

The agency work employment contract without agency clause may be entered into for a limited period or for an indefinite period.

The private employment agency clause can be agreed in phase A only. This will remain unchanged. In phase A, the agency may also opt to use an agency work employment contract without agency clause for a limited period of time. In phases B and C, the agency clause can no longer be applied. In those phases, only an agency work employment contract without agency clause for a limited period (phase B) or for an indefinite period (phase C) can be agreed.
Restrictions on use of short-term agency work employment contracts without agency clause

The use of short-term, repetitive agency work employment contracts without agency clause for a limited period of time (e.g. for a day or a week) will be restricted. In the event of repetitive agency work employment contracts without agency clause that have been entered into for a limited period, with intervals of less than one month, under which the temporary agency worker continues to work for the same Hiring Company, the second agency work employment contract must run for a term of at least four weeks. The first agency work employment contract without agency clause for a limited period of time may, however, run for a term of less than four weeks.

Repetitive agency work employment contracts for the same Hiring Company

**Phase A**
First agency work employment contract without agency clause for a limited period of 1 week.

Second agency work employment contract without agency clause for a limited period of at least 4 weeks.

<table>
<thead>
<tr>
<th>PHASE A</th>
<th>PHASE A</th>
</tr>
</thead>
<tbody>
<tr>
<td>First agency work employment contract without agency clause.</td>
<td></td>
</tr>
<tr>
<td>Second agency work employment contract without agency clause.</td>
<td></td>
</tr>
</tbody>
</table>

Transfer to chain system

The CLA will be expanded by an option to transfer within 26 weeks of entering into the first agency work employment contract with the temporary agency worker from the phase system to the statutory chain system. In such event, the temporary agency worker will start at the beginning of the chain system. This is something that is already included in the NBBU CLA. Exclusion of continued payment of wages (as is possible in phase A) will no longer be possible after transfer to the chain system.

Transition to chain system

<table>
<thead>
<tr>
<th>Phase system</th>
<th>26 weeks</th>
</tr>
</thead>
<tbody>
<tr>
<td>PHASE A</td>
<td></td>
</tr>
<tr>
<td>Chain system</td>
<td></td>
</tr>
</tbody>
</table>

Deviating legal status scheme for temporary agency workers entitled to state pension

A more extensive scheme will be included in the CLA in respect of the legal status of temporary agency workers entitled to state pension (AOW). If the agency work employment contract of the temporary agency worker entitled to AOW has been terminated by operation of law as a result of reaching state pension age, and they resume work for the agency within six months of such termination, their legal status will be determined as follows.

1. If the temporary agency worker entitled to AOW was in phase A, the counting within phase A will be resumed.
2. If the temporary agency worker entitled to AOW was in phase B, they will start at the beginning of phase B, and the counting in phase B will start over;
3. If the temporary agency worker entitled to AOW was in phase C, they will start at the beginning of phase B, and the counting in phase B will start over.

Only the second item was already incorporated as such in the CLA. The first and third point are new.

If a temporary agency worker entitled to AOW has successive employers, and the temporary agency worker resumes his work for their previous employer through the agency within six months, they will start at the beginning of phase A. A similar provision was already included in the CLA. In this respect, however, the former scheme already partially took into account the employment history. Now, the temporary agency worker will start at the beginning of phase A again.

**Interruption rules**

The interruption rules within the phase system will remain unchanged. Only for phase C will a new scheme be introduced. If, after termination of the employment relationship in phase C, the temporary agency worker returns within six months, he will start again in phase C, rather than at the beginning of phase B, as was the case before.

**Interruption rules old and new**

<table>
<thead>
<tr>
<th>Phase A</th>
<th>Phase B</th>
<th>Phase C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old</td>
<td>For interruption of six months or less: continue counting.</td>
<td>For interruption of six months or less: continue counting.</td>
</tr>
<tr>
<td>New</td>
<td>For interruption of more than six months: back to beginning of phase A</td>
<td>For interruption of more than six months: back to beginning of phase A</td>
</tr>
<tr>
<td>For interruption of six months or less: continue counting.</td>
<td>For interruption of six months or less: continue counting.</td>
<td>For interruption of six months or less: continue counting.</td>
</tr>
<tr>
<td>For interruption of more than six months: back to beginning of phase A</td>
<td>For interruption of more than six months: back to beginning of phase A</td>
<td>For interruption of more than six months: back to beginning of phase A</td>
</tr>
</tbody>
</table>

5 Amendments to the CLA for Temporary Agency Workers
Term for notification in the event of agency work employment contract with agency clause
The term for notification as applicable to agency work employment contracts with agency clause will be changed. Pursuant to the new CLA, after the placement has continued for more than 26 weeks, the agency will be required to give the temporary agency worker at least 10 days’ notification of termination of the end of the placement. If the agency fails to comply with the term for notification, it will pay the temporary agency worker a compensation equal to the wages for the term for notification not observed. The actual wage is the bare wage excluding any surcharges or allowances.

What is the difference between the term for notification and the notice period?

The term for notification is the term to be observed by the private employment agency when notifying the temporary agency worker of the imminent termination of the agency work employment contract with agency clause.

The notice period is the term to be observed by the employer and the employee when giving notice of (early) termination of the employment relationship.

<table>
<thead>
<tr>
<th>Duration of placement</th>
<th>Notification period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old</td>
<td></td>
</tr>
<tr>
<td>0 to 27 weeks</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>27 to 78 weeks inclusive</td>
<td>10 calendar days</td>
</tr>
<tr>
<td>New</td>
<td></td>
</tr>
<tr>
<td>0 to 12 weeks</td>
<td>0 calendar days</td>
</tr>
<tr>
<td>12 to 26 weeks</td>
<td>5 calendar days</td>
</tr>
<tr>
<td>26 to 52 weeks</td>
<td>10 calendar days</td>
</tr>
<tr>
<td>52 to 78 weeks inclusive</td>
<td>14 calendar days</td>
</tr>
</tbody>
</table>
Notice period for agency work employment contract with agency clause
The temporary agency worker may at all times terminate the agency work employment contract with agency clause with effect from the next working day. The private employment agency cannot terminate the agreement prematurely. The agreement will end by operation of law upon termination of the placement or in the event of sickness of the temporary agency worker. This will remain unchanged.

Notice period for agency work employment contract without agency clause
The notice periods as applicable to agency work employment contracts without agency clause will be changed. These will link up to the statutory notice period with termination having effect from the next working day. Where the statutory notice period exceeds the duration of the agency work employment contract, early termination of the agency work employment contract will not be possible.

Example: the agency work employment contract without agency clause is entered into for a period of four weeks. The statutory notice period is one month. Early termination is not possible.

Note that notice of termination by the agency will at all times require the consent of the Employee Insurance Agency (UWV), or the employment relationship must be terminated by subdistrict court.

<table>
<thead>
<tr>
<th>Duration of agency work employment contract without agency clause (or duration of agreement if no end date has been agreed)</th>
<th>Notice period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Old</td>
<td></td>
</tr>
<tr>
<td>3 months or less</td>
<td>7 calendar days</td>
</tr>
<tr>
<td>longer than 3 months but less than 6 months</td>
<td>14 calendar days</td>
</tr>
<tr>
<td>6 months or more</td>
<td>28 calendar days</td>
</tr>
<tr>
<td>New</td>
<td></td>
</tr>
<tr>
<td>0 to 5 years</td>
<td>1 month</td>
</tr>
<tr>
<td>5 to 10 years</td>
<td>2 months</td>
</tr>
<tr>
<td>10 to 15 years</td>
<td>3 months</td>
</tr>
<tr>
<td>15 years or more</td>
<td>4 months</td>
</tr>
</tbody>
</table>

Remuneration
Application of hirer's remuneration of ultimate Hiring Company
To avoid abuse, a provision will be added to the CLA to the effect that application of the hirer’s remuneration should at all times be based on the remuneration as applied by the Hiring Company under whose management and supervision the temporary agency worker factually works. This means that, if the temporary agency worker is hired by a Hiring Company and subsequently supplied on to a successive Hiring Company, the hirer’s remuneration must be determined in accordance with the terms of employment of the ultimate Hiring Company.

Travel hours
In addition to the expansion of the surcharges with effect from 2 September 2019, the temporary agency worker will, as from 30 September 2019, also be entitled to compensation for work related travel hours or travel time if the Hiring Company has such a scheme in place. Where the temporary agency worker’s travel hours or travel time are already classified and remunerated as worked hours, the Hiring Company’s scheme for travel hours or travel time will not apply.
**Awarding increments**
To avoid that a temporary agency worker keeps losing an increment because of ever changing Hiring Company’s, the CLA will contain a provision to the following effect. If the temporary agency worker works in (virtually) the same position for various Hiring Company’s but, as a result of those changing Hiring Company’s (just) keeps missing out on an increment based on the hirer’s remuneration, the agency will, in the next placement, take into account the accrued work experience for purposes of awarding an increment.

**Request and confirmation of hirer’s remuneration**
For purposes of determination and confirmation of the hirer’s remuneration, the CLA will include a more extensive provision. For example, the agency will be required to agree with the Hiring Company that the latter must provide correct and complete information as necessary to determine the hirer’s remuneration in good time. In addition, the agency must, at the temporary agency worker’s substantiated request, provide a written explanation of the determination of their hirer’s remuneration.

**Holiday allowance**
The holiday allowance scheme will be changed. The basis for accrual of holiday allowance will be extended to the days on which the temporary agency worker is disabled for work, the compensation hours, and the hours during which the temporary agency worker is entitled to continued payment of wages in the event of discontinuation of temporary agency work. In addition, the percentage of the holiday allowance will be increased from 8% to 8.33%.

The new scheme will, thus, read:

The temporary agency worker will be entitled to holiday allowance equal to 8.33% of the actual wages for:
- worked days;
- holidays;
- public holidays;
- days on which the temporary agency worker is disabled for work;
- compensation hours; and
- the hours during which the temporary agency worker is entitled to continued payment of wages in the event of discontinuation of temporary agency work.

**Non-classifiable temporary agency worker**
If the temporary agency worker is to perform work that cannot be classified within the Hiring Company’s job classification system, the temporary agency worker will be deemed to be ‘non-classifiable’. To determine whether this is the case, the CLA will contain a step-by-step plan. If the temporary agency worker is non-classifiable, their remuneration will be determined on the basis of the new CLA after consultation with the temporary agency worker and the Hiring Company. This is based, in part, on the qualifications required for the position, the responsibilities, experience, and level of education. The non-classifiable temporary agency worker will no longer come under the separate ABU remuneration scheme.
Compensation hours
The provisions on the use of compensation hours will be changed. Compensation hours can, in future, only be accrued subject to the surcharges for irregular working hours and/or the surcharges for overtime. Overtime itself can no longer be used to accrue compensation hours. Furthermore, compensation hours can, in future, only be accrued in time, and no longer in either time or cash (the option will be cancelled).

Conversion of terms of employment
The pension accrual for temporary agency workers subject to conversion of terms of employment will be improved. In future, pension must be accrued in respect of the converted wages as well.

Continued payment of wages in case of decline in temporary agency work; suitable work and sickness
Adjustment of reversion wage
Under the new CLA, in phase A, it will remain possible to agree that the temporary agency worker will be entitled to wages only if he actually works. This is referred to as exclusion of the obligation to continue to pay wages. In phases B and C, this will no longer be possible (except where phase A is largely skipped, in which event, in some situations in phase B, for a maximum period of 26 weeks, exclusion of continued payment of wages can still be agreed).

If the agency and the temporary agency worker agree that there is no exclusion of continued payment of wages in phase A or if the temporary agency worker works in phase B or phase C, then, based on the CLA, the temporary agency worker was entitled to the ‘reversion wage’, equal to 90% of the actual wages in the last placement. This is the bare wage, without any surcharges or other allowances. In the new CLA, this will be changed from 100% of the actual wages.

Exclusion of continued payment of wages and the Act on the Balanced Labour Market: According to the Act on the Balanced Labour Market [Wet arbeidsmarkt in balans (WAB)] (which will come into effect on 1 January 2020), an agency work employment contract excluding continued payment of wages is an on-call agreement. One of the results is that, after 12 months, the employer must offer the employee a permanent employment agreement equal to the average working week for the past 12 months. After 12 months, no exclusion of continued payment of wages may be agreed. This means that, in fact, in phase A during a maximum of only 12 months’ employment exclusion of continued payment of wages may be agreed. Furthermore, in the event of an agency work employment contract excluding continued payment of wages pursuant to the WAB, the temporary agency worker will at all times be entitled to at least three hours’ wages, even if they have worked less than three hours.

If, after discontinuation of the temporary agency work, the temporary agency worker resumes work, their wage under the new assignment will be determined based on the hirer’s remuneration. This will remain unchanged. Phase C will thereby be subject to a lower limit of 90%, which means that the temporary agency worker cannot drop below 90% of the most recently earned wages in the last placement. Overall, the temporary agency worker cannot drop below 85% of the highest actual wages earned in phase C. A lower limit was already included in the old CLA, but that was considerably more complex to calculate and apply.
Continued payment of wages during sickness
The provisions on continued payment of wages during sickness will be changed. During the first year of sickness, the temporary agency worker will be entitled to 90% of the wages (formerly 91%), and during the second year of sickness to 80%. Furthermore, a provision will be added to the CLA defining the wages to be continued to be paid. These are the wages that the temporary agency worker would have earned had he not been disabled for work. This means that not only the wages must be continued to be paid, but also any surcharges and allowances that the temporary agency worker would have received had he worked. If no fixed working week has been agreed with the temporary agency worker, or if the factual working week over the thirteen calendar weeks preceding the week of the sick report was structurally different from the agreed working week, the wages for the average of all the hours for which wages were paid in those thirteen weeks will be due. Overtime will be excluded unless it is structural.

If the agency work employment contract preceding the week of the sick report has not yet lasted thirteen calendar weeks, wages will be due on the basis of the working week reasonably to be expected.

Temporary agency workers entitled to AOW will be subject to a different scheme. In the event of sickness, in accordance with the law, they will only be entitled to thirteen weeks' continued payment of wages during sickness. If that term is to be reduced by law, the statutory shorter term will apply to temporary agency workers entitled to AOW.

Deviating remuneration schemes

Deviating remuneration schemes
The separate ABU remuneration that the private employment agency could apply to certain groups (for example to temporary agency workers subject to an agency work employment agreement for an indefinite period of time and to non-classifiable temporary agency workers) will be cancelled. A separate scheme will apply only to temporary agency workers belonging to the allocation group. In such event, the new internal CLA remuneration under the CLA can be applied in deviating from the hirer’s remuneration.

The temporary agency workers coming under the allocation group have also been restricted. The allocation group will, in future, only include temporary agency workers who:
1. have been designated by the government as persons with a distance from the labour market; or
2. have not obtained any basic qualification and will be taking a qualifying training programme offered by the private employment agency.

The allocation group will be subject to a deviating hourly wage, which will be indexed in accordance with the minimum wage. Furthermore, the allocation group will have its own scheme for awarding increments. For the rest, the hirer’s remuneration will be applied. This will regard the reduction of working hours, the surcharges and the expense allowances used by the Hiring Company.

Holiday workers
The CLA already contained a provision for holiday workers, to the effect that students in secondary or higher-level education or other students who perform temporary work in the summer months are subject to a deviating remuneration scheme. Not only the period in which that scheme may be applied will be changed, the contents of the scheme will too. For example, the new scheme may be applied in all school holidays if temporary work is performed during those holidays by the temporary agency worker. The remuneration of holiday workers will no longer be based on the allocation group, but on the hirer's remuneration, provided that the holiday worker will be entitled to fewer holidays (20 rather than 25) and will not be entitled to short-term leave, special leave, waiting day compensation or paid public holidays.

Temporary agency workers in the construction industry
The construction paragraph as included in the CLA will be cancelled. Instead, the CLA will provide that a private employment agency placing a temporary agency worker to a Hiring Company coming under the CLA for the Construction & Infrastructure Industry will be required to ask the Hiring Company about any specific provisions - in addition to the hirer’s remuneration - that are to be applied to the temporary agency worker pursuant to the CLA for the Construction & Infra-structure Industry.
Those provisions must subsequently be confirmed to the temporary agency worker. In respect of pension, the old derogating provisions will continue to apply.

**Leave**

**Short-term leave, birth leave and special leave**

In the new CLA, the term short-term leave will be better defined. It will seek harmonization with the law. In addition, the provision on special leave has been changed as a result of the harmonisation of the ABU CLA and the NBBU CLA.

Whether the temporary agency worker will receive full pay during the short-term leave or special leave days will depend on the type of agency work employment contract subject to which they are working. In the event of an agency work employment agreement with agency clause, the temporary agency worker will accrue a provision for the short-term leave and special leave. Depending on the amount of the provision, the temporary agency worker will be entitled to payment of all or part of the actual wage. In the event of an agency work employment contract without agency clause, the temporary agency worker will at all times be entitled to continued payment of the actual wage. The actual wage is the bare wage excluding any surcharges or allowances.

The amendment to the ABU CLA as from 1 September 2019 will already implement the birth leave. The temporary agency worker will at all times be entitled to that, irrespective of the type of agency work employment contract. This means that the agency will at all times be required to award birth leave equal to one time the agreed working week subject to payment of the wage that the temporary agency worker would have earned if they had worked. So, if the provision accrued in this respect is inadequate, it will have to be supplemented.
Hiring Company deliberately fails to include, or even excludes the temporary agency worker from the timetable on the relevant day, so that no entitlement to payment of the public holiday arises. One may also think of the situation where the public holiday falls within a period of interruption between two successive agency work employment contracts, in order to avoid payment of the public holiday.

**Sustainable employability**

The existing provisions of the CLA on training and education will be expanded and tightened. In addition, the term ‘sustainable employability’ will be used rather than ‘training and education’.

The training expenditure obligation for the private employment agency will remain unchanged. Private employment agencies will be required to spend an annual amount equal to at least 1.02 per cent of (the sum of) the actual wage (i.e. the bare wage excluding surcharges and allowances) of the temporary agency workers working in phase A on promotion of their sustainable employability.

**Miscellaneous**

**Pension**

The parties involved in the CLA have agreed to investigate the possibilities of a new pension scheme. They will thereby investigate, among other things, a shorter waiting period.

**Payrolling deleted from the CLA**

In view of the introduction of the WAB with effect from 1 January 2020, payrolling will be deleted from the CLA. After 1 January 2020, the legal status scheme of the CLA will continue until the end of the payrolling agreement, except for application of the agency clause. This means that payrolling agreements entered into for a limited period of time before 1 January 2020 - and continuing thereafter - will simply end by operation of law and will not directly become subject to the provisions on succession of fixed-term employment agreements of the Hiring Company. In this respect the additional condition is that the terms of employment that will become applicable after 1 January 2020 pursuant to the WAB, must be at least equal to the terms of employment in the CLA. An exception is the increased holiday allowance of 8.33%. For payrolling, the percentage will remain 8%, unless the Hiring Company uses a higher percentage.

**In conclusion**

In this white paper, we have explained the amendments to the CLA with the utmost care. In the event of new insights, we will adjust this white paper. So please be sure to read and use the latest version at all times.