07/2026

If you are not a German citizen you can ask your employer to get this information sheet issued in your native language.

Wenn Sie nicht die deutsche Staatsangehörigkeit besitzen, können Sie von Ihrer Arbeitgeberin bzw. Ihrem Arbeitgeber dieses Merkblatt kostenlos in Ihrer Muttersprache erhalten.

This information sheet is designed to help you understand your rights as a temporary worker and ensure that you are treated fairly.
The following statements cannot replace legal advice in individual cases.
The current version of this information sheet can be found on the internet at www.arbeitsagentur.de > Unternehmen > Downloads.

Information sheet

for temporary staff

1. General information

1.1. Temporary employment

Temporary employment, also known as staff placement, is a labour model in which an employer (the supplying company) provides ("hires out") its own employees to another company (the hiring company) to perform work. Such employees are therefore called temporary staff. They work temporarily for the hiring company according to the hiring company's instructions without entering into an employment contract with the hiring company. They therefore receive their pay from the supplying company. The hiring company regularly pays the supplying company for these personnel services. The supplying company requires a regular license from the Federal Employment Agency for the deployment of staff. This is regulated in the German Temporary Employment Act (Arbeitnehmerüberlassungsgesetz, AÜG).

1.2 Who will help in the event of disputes or questions?

You can get help with disputes from trade unions, lawyers, the Consumer Protection Centre as well as the Düsseldorf, Kiel and Nuremberg employment agencies responsible for monitoring the supplying company.

In case of doubt as to whether the supplying company holds the necessary license from the Bundesagentur für Arbeit (Federal Employment Agency), contact the responsible temporary employment team. These teams, as well as every other employment agency, will also accept complaints and information on legal infringements of license holders (supplying companies) and will pursue these. You can also send us this information anonymously. However, in order to follow up on your anonymous report in the best possible way, we need at least the name of the supplying company, the hiring company and a description of the offence. The three teams responsible for temporary employment can be contacted as follows:

- Agentur für Arbeit Düsseldorf, Tel: 0211 692 4500; Duesseldorf.091-Erlaubnisrelevante-Beschwerden@arbeitsagentur.de.
- Agentur für Arbeit Kiel, Tel: 0431 709 1010; Kiel.091-Erlaubnisrelevante-Beschwerden@arbeitsagentur.de.
- Agentur für Arbeit Kiel, Tel: 911 529 4343; Nuernberg.091-Erlaubnisrelevante-Beschwerden@arbeitsagentur.de.

Each of the temporary employment teams is responsible for license holders (supplying companies) in several federal states: The team at the Düsseldorf employment agency is responsible for the federal states of North Rhine-Westphalia and Hesse; the team at the Nuremberg employment agency is responsible for the federal states of Bavaria, Baden-Württemberg, Rhineland Palatinate and Saarland; the team at the Kiel employment agency is responsible for all other federal states.

1.3. Temporary employment license

If a supplying company hires out workers to other companies, it must always have a license from the Federal Employment Agency. Licence holders (supplying companies) are regularly inspected to ensure that they comply with the statutory regulations. The names of licence holders are updated daily on the Internet and can be viewed at https://www.spitzenverbaende.arbeitsagentur.de/. If your employer does not have a temporary employment licence and if no exceptions apply, an employment relationship is established between you and the hiring company on the basis of a statutory provision in the AÜG. You have the option to retain the employment relationship with your employer

(supplying company). You can obtain information on the declaration of retention from your local employment agency. You may not be transferred to the hiring company even with a declaration of retention. Your employer must terminate the deployment immediately if no license has been issued. If the license expires during an employment relationship, the supplying company must notify you immediately. The supplying company must advise you of the expected end of the implementation period. Implementation period means the maximum period available to the supplying company to properly terminate contracts already agreed with the hiring company. The maximum period is 12 months.

2. Employment relationship and deployment at the hiring company

2.1. Employment contract

You may only be deployed at another company (hiring company) if the supplying company is your employer. This means that the supplying company is responsible for paying your salary and taking care of your working conditions.

As a temporary worker, you have the right to receive proof of the essential contractual conditions (minutes). This means you will have all the important information about your employment relationship and can refer to it if necessary. The minutes may be replaced in whole or in part by an employment contract in writing or digitally transmitted in text form.

What must be included in the minutes or the employment contract is governed by Section 11 paragraph 1 AÜG (Temporary Employment Act) and the provisions of the Nachweisgesetz (Law of Proof of Substantial Conditions Applicable to the Employment Relationship, NachwG):

- Your **name** and **address** as well as the name and address of your employer,
- the **date** on which the employment relationship commences,
- in the case of fixed-term employment relationships, the **end date** or the foreseeable duration of the employment relationship,
- an indication of the **place of work**,
- a brief description of your **activities**,
- the duration of the **probationary period** (if agreed),
- the composition and amount of **remuneration** for work, including remuneration for overtime hours, of bonuses, allowances, premiums and special payments as well as other components of the remuneration, which must be stated separately in each case, and their due date as well as the method of payment,
- the agreed **working time**,
- the number of **days of leave**,
- the **notice periods** and information on termination (in particular the procedure),
- if applicable, information on collective labour agreements, works or service agreements,
- the **licensing authority** as well as the location and date of issue of the license pursuant to Section 1 AÜG (Temporary Employment Act),
- the nature and amount of payments for **periods during which you are not hired out**.

Further information can be found in Section 2 of the NachwG or, in the case of agreed work on call, in Section 12 of the Part-Time and Fixed-Term Employment Act (Teilzeit- und Befristungsgesetz, TzBfG).

Important: Keep your employment contract and all important documents in a safe place. You will need them in the event of legal disputes, for example.

2.2. Deployment as a temporary worker

The supplying company must inform you before each deployment to a hiring company that you will be working as a temporary worker and provide you with the name and address of the hiring company. Text form is required for this obligation to inform, i.e. an e-mail with the information is sufficient, for example.

2.3. Maximum duration of deployment

The maximum duration of deployment is the maximum time that a temporary worker may be deployed to the same hiring company. The statutory maximum duration of deployment is 18 months. It is permissible to deviate from the 18-month maximum duration of deployment via a collective agreement for the sector of deployment or - within the scope of such a collective agreement - via a company or service agreement in the company of deployment.

To ensure that your employer does not exceed the maximum duration of deployment, all deployments to the same hiring company must be taken into account if there are no more than 3 months between each deployment. This also applies to your past deployments for other supplying companies.

If the maximum duration of deployment is exceeded, the employment relationship with your employer is invalid and an employment relationship is legally established between you and the hiring company. You have the option to retain the employment relationship with your employer. To do so, you must submit a declaration of retention. You can obtain information on the declaration of retention from your local employment agency.

2.4. Takeover by the hiring company

The supplying company may not prohibit you from entering into an employment relationship with the hiring company following the termination of your temporary employment relationship.

The hiring company must inform you of vacant positions to be filled in the hiring company. This may be done, for example, via a notice in a place accessible to you in the hiring company's place of business.

If you are assigned to the same hiring company for at least 6 months and express a takeover request to the hiring company in text form, the hiring company must provide a reasoned response in text form.

2.5. Access to communal facilities or communal services

The hiring company must grant you access to the communal facilities or services of the hiring company, such as children's daycare facilities, catering (canteen) or transport, and the hiring company must do so on the same conditions as for comparable employees in its business. However, there may be grounds that justify different treatment. Such grounds may apply if you are only employed for a short period by the hiring company and it would entail unreasonably high administrative expenses for the hiring company to provide you with access to communal facilities and services.

2.6. Other information on deployments

- Occupational safety and accident prevention:

  Your work in the hiring company is subject to the directives of public law pursuant to the Arbeitsschutzrecht (German Occupational Health and Safety Act). The supplying company and the hiring company are jointly responsible for compliance with these directives. The hiring company must take the necessary measures in accordance with national occupational health and safety legislation and relevant accident prevention regulations. You are obliged to follow the corresponding directives.

  The hiring company must also inform you of the following, particularly prior to the commencement of your employment and in the event of changes in its working area:

  - hazards to health and safety to which you might be exposed during your work,
  - measures and equipment for prevention or protection including precautionary occupational medical care,
  - The necessity of particular qualifications or professional capabilities and specific hazards in the working area and the measures taken or to be taken.

- There is a strike in the hiring company:

  As a temporary worker, you may not be used as a strike-breaker. This means that the hiring company may not use you to take over the work of permanent employees if they are on strike. By way of exception, your deployment in a hiring company on strike may be permitted if it is ensured that you are not deployed as a strike-breaker.

- Employment as a temporary worker in the meat industry:

  If you are to be deployed as temporary staff in the meat industry, this is generally prohibited in the core area of the business, i.e. in the area of slaughtering, cutting and processing meat, since April 1, 2021. Here, the companies may only use their own employees. This restriction does not apply to businesses in the butcher's trade.

3. Information about payment

Important: The supplying company must pay you the agreed remuneration even if it cannot deploy you for work with a hiring company.

3.1. Principle of equal treatment

The principle of equal treatment in temporary employment means that temporary workers must receive at least the same working conditions and pay (equal treatment and equal pay) as comparable permanent employees of the hiring company. This means, for example: If a temporary worker performs the same work as a permanent employee, he or she must receive at least the same pay and have the same other essential working conditions (leave, working hours).

The principle of equal treatment may be waived in the first 9 months of your deployment by applying a collective agreement. Note that the conditions of employment (pay, working hours, leave) under the collective agreement may be different from those applicable to the employees in the hiring company.

When calculating the 9-month period, the supplying company must also completely factor in your previous deployments with the hiring company for other supplying companies if there is no more than 3 months between the respective deployments.

You will receive equal treatment from the first day of deployment if you are deployed to a hiring company with whom you were previously employed on a temporary or permanent basis within the last 6 months before your current deployment (so-called revolving door clause). This also applies if the hiring company forms a group with your previous employer.

If a collective agreement for temporary employment applies and a sector supplement collective agreement applies to your hiring company, equal pay may be replaced by gradually increasing your pay for longer than 9 months. Your supplying company will provide you with further information.

3.2. Minimum wage in temporary employment

The minimum wage in the temporary employment sector is the lowest hourly wage that a temporary worker must receive as a minimum. The wage must therefore not be below this fixed limit.

The Federal Ministry of Labour and Social Affairs (Bundesministerium für Arbeit und Soziales, BMAS) can issue a Wage Floor Ordinance (Lohnuntergrenzenverordnung, LohnUGAÜV) specifically for the temporary employment sector at the request of the parties to the collective agreement. The **minimum hourly wages** set by the BMAS take precedence over the statutory minimum wage, insofar as they are higher.

Pursuant to LohnUGAÜV 7, the supplying company is obliged to pay you at least the gross remuneration per working hour (minimum hourly wage) listed below. This applies throughout Germany.

a) From 1 July 2026 to 31 August 2026
EUR 14.96 and

b) from 1 September 2026 to 31 March 2027
EUR 15.33 and

c) from 1 April 2027 to 30 September 2027
EUR 15.87

If there is no wage floor ordinance for the temporary employment, the requirements of the Mindestlohngesetz (German Minimum Wage Act) must be observed. You are then entitled to at least the general statutory minimum wage. For information on the current status of the existing ordinance on minimum hourly wages, visit www.bmas.de.

In addition to remuneration, the wage floor ordinance regulates two other important issues:

1. Due date of the wage: The ordinance stipulates that you must receive the minimum hourly pay by the 15th bank working day at the latest. Exceptions may apply in the case of a collectively agreed working time account.
2. Working time account: The ordinance also stipulates that a working time account may contain a maximum of 200 surplus hours. In exceptional situations due to seasonal fluctuations up to 230 surplus hours are possible. If you have more than 150 surplus hours in your working time account, your employer must insure the excess hours and the social security contributions due on them against insolvency.

3.3. Other minimum wages

In some sectors, there are special minimum wages – these also apply to temporary workers if they are involved in activities that fall within the scope of an industry minimum wage. These are, for example, roofing, painting and varnishing activities. You can find an overview of minimum wages within the meaning of the Posted Workers Act (Arbeitnehmerentsendegesetz, AEntG) on the BMAS website at www.bmas.de > Arbeit > Arbeitsrecht > Entsendung von Arbeitnehmern > Weitere Informationen > Branchenmindestlöhne or via the following link: Minimum wages within the meaning of the German Posted Workers Act

3.4. Social insurance contributions

The supplying company is obliged like any employer to pay social insurance contributions. If the supplying company does not fulfil this obligation, the hiring company will be liable in the event of deployment (cf. Section 28e paragraph 2 of the Fourth Book of the German Code of Social Law [Viertes Buch Sozialgesetzbuch, SGB IV]).

3.5. Reimbursement of expenses

In principle, you have the right to reimbursement of expenses (e.g. travel and overnight costs) in the event of out-of-town deployment. For instance, you must be reimbursed for travel costs for journeys between the company premises of the supplying company and the company premises of the hiring company. However, deviating regulations may be made by way of collective agreement or individual agreement. Whether and to what extent these expenses can be taken into account by the tax office to reduce tax depends on the tax regulations in each individual case.