

SALARY

When you come to work as a temporary agency worker in the Netherlands, you must receive the same salary (elements) as an employee who is employed by your user company and who performs the same or similar job.

THE FOLLOWING ELEMENTS MUST THEREFORE BE THE SAME:

- Hourly wage or period wage;
- General salary rise;
- Period-linked salary rise;
- Expenses (costs necessary to perform the job);
- Reduced working hours (ADV), so a shorter working week or several extra free days a year or compensation;
- Bonuses for overtime, shifted hours, unsocial hours, national holiday allowance, shift allowance and allowances for physically challenging conditions.

TEMPORARILY NO WORK

- During the first period of 78 weeks, as temporary agency worker you are only paid for the hours that you have worked. You therefore have in principle **no** entitlement to a salary if you do not work, unless otherwise agreed. This is called the exclusion of continued payment of wages. It makes no difference whether you are employed based on an employment contract with agency clause or a secondment contract.

CHANGE IN SALARY

- When you are given a new job, you are categorised based on your new job in the job structure with your new user company and your new salary is determined. Your salary may therefore be reduced.

THE PAYSリップ

- You must receive a digital or written payslip from the employment agency at least once a month.



ABOUT THE SNCU

The SNCU is a foundation that was set up by employer and employee organisations in the temporary employment sector.

WHAT DO WE DO?

- We monitor compliance with the collective labour agreements applicable to the temporary employment sector in job agencies;
- We provide information and explanation about the terms of employment included in these collective labour agreements. Our free helpdesk answers all your questions about the collective labour agreement;
- We are the contact point for suspected or concrete cases of non-compliance with the collective labour agreement rules in the temporary employment sector.

Internet www.sncu.nl
Phone 0800-7008
E-mail helpdesk@sncu.nl



Working in the Netherlands as a temporary agency worker



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www.sncu.nl

LIVING IN THE NETHERLANDS

When you come and work in the Netherlands, you obviously need somewhere to live. When an employment agency recruits you for a job, it will often arrange accommodation for you as well. You usually share this accommodation with other temporary workers.

We have drawn up a brief list of what you can expect from the accommodation. Want to know more? Check out the SNCU website (www.sncu.nl).

THE 10 MOST IMPORTANT RULES ABOUT ACCOMMODATION:

- You are not obliged to accept the accommodation offered by the employment agency. You may also arrange your own accommodation;
- The costs of accommodation may vary per region and type of housing;
- The employment agency may deduct the rent for your accommodation from your salary, if that is part of the contract you signed, but you can also be invoiced for it. There are legal restrictions on the amount of deductions;
- The accommodation must include:
 - one toilet per eight people
 - one shower per eight people
 - one cooker ring per two people
 - six litres of extinguishing agent
- Someone must be available 24 hours a day for the event of calamities;
- If you are working in the Netherlands near the border, the employment agency may offer you accommodation in Germany or Belgium;
- The internal rules or rental agreement stipulates who is responsible for cleaning the accommodation;
- The employment agency may charge you for the damage to the accommodation, but you may not have fines imposed in relation to the accommodation;
- When your job ends, you must usually leave the accommodation made available by the employment agency. The employment agency must give you notice in good time;
- An employment agency is given the SNF quality mark if the accommodation fulfils the standards of Stichting Normering Flexwonen. The quality mark focuses on privacy, hygiene, sanitary facilities, space and fire safety, among others. Do you want to know whether your employment agency is certified? Check out the SNF website (www.normeringflexwonen.nl).

AGENCY WORK EMPLOYMENT CONTRACT

When you work through an employment agency, your employment contract is subject to the collective labour agreement for temporary agency workers.

The employment agency is obliged to issue the employment contract and the associated documents in the official language of the country of the employee concerned.

There are three types of an agency employment contract which you can enter into with the agency.

THE AGENCY EMPLOYMENT CONTRACT WITH AGENCY CLAUSE

- You only receive this employment contract in the first 78 worked weeks. The contract automatically ends when your user company says that your job has ended or if you become ill;
- You may always terminate this contract prematurely. You must notify the employment agency at least one day in advance.

THE AGENCY EMPLOYMENT CONTRACT FOR A FIXED PERIOD

- This agency employment contract is an employment contract that is entered into for a fixed period. The contract automatically ends on the last day of this period;
- You may prematurely terminate an agency employment contract for a fixed period, taking account of a one-month notice period. However, it is possible that your contract excludes premature termination. It is therefore important to carefully check the terms of your contract.

THE AGENCY EMPLOYMENT CONTRACT FOR AN INDEFINITE PERIOD

- This agency employment contract is an employment contract that is entered into for an indefinite period;
- For this contract, you have a one-month notice period, unless stated otherwise in your contract. The employment agency may not suddenly terminate this contract.



BECOMING ILL IN THE NETHERLANDS

You hope it won't happen, but it might: becoming ill when you are working as a temporary employee in the Netherlands. Below, we explain what you need to do and what you are entitled to when you are ill.

Note!

In the Netherlands, it is compulsory to have Dutch health insurance. This health insurance entitles you to medical care in the Netherlands.

YOU BECOME ILL. WHAT THEN?

- On the first day of your illness, report to the employment agency and the user company. How you do this? It depends on what you have agreed with the employment agency.

AN AGENCY EMPLOYMENT CONTRACT WITH AGENCY CLAUSE (PHASE A,B,C OR PHASE 1,2,3,4)

- The first two days that you are ill, you don't receive a salary;
- The temporary employment contract with agency clause automatically ends in the event of illness;
- The employment agency refers you to the UWV, because you leave employment ill;
- Depending on your employment history in the Netherlands, you are entitled to sickness benefits via the UWV (Employee Insurance Agency) from the third day of illness. The amount of your benefit depends on your average salary in the previous period of employment;
- The employment agency must supplement your benefit based on the information from the UWV;
- When your employment contract ends, your rental agreement and your health insurance often end as well.

AN AGENCY EMPLOYMENT CONTRACT FOR A FIXED PERIOD AND INDEFINITE PERIOD (PHASE A,B,C OR 1,2,3,4)

- The employment agency is obliged to continue paying your salary (partially) as long as your employment contract continues;
- From your second day of illness, payment of your salary continues;
- If you are still ill on the day that the contract ends, depending on your employment history, you are entitled to sickness benefit. The employment agency refers you to the UWV, because you leave employment when you are ill.



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