

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 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;
- Reimbursement of travel hours and/or travel time;
- One-off payments;
- Home working allowance.

INCOME GUARANTEE

- You are entitled to the income guarantee for a period of two months if you were recruited outside the Netherlands on behalf of or by a Dutch temporary employment agency. Pay attention! You must have been recruited to come and work for the relevant private employment agency in the Netherlands for the first time. More information about this can be found on our website.

CHANGE IN SALARY

- When you are given a new job, you are categorized 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 at the new job.

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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ACCOMMODATION

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/en/).

THE 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 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 at least include:
 - one toilet per eight people
 - one shower per eight people
 - one cooker ring per two people
 - six liters of extinguishing agent
- Someone must be available 24 hours a day for the event of calamities;
- The internal rules or rental agreement contain rules that you need to know to use your accommodation correctly. Our advice: Read those documents carefully to avoid problems;
- The employment agency may charge you for the damage to the accommodation, but you may not have fines imposed in relation to the accommodation;
- 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);
- If your employment contract ends, you can continue to use the house made available by the employment agency for another 4 weeks by paying the usual rent;
- If you find yourself in a special situation during your employment that you have no influence on, such as illness or lack of financial resources, the employment agency must offer you a suitable period to leave the accommodation.

CONTRACT

When you work through an employment agency, your employment contract is subject to the collective labour agreement for temporary agency workers. Attention! 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. Our advice: Read your contract carefully before you start working. There are three types of an agency employment contract which you can enter into with the agency.

AGENCY EMPLOYMENT CONTRACT WITH AGENCY CLAUSE

- You only receive this employment contract in the first 52 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.

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, such as in the case of an agency employment contract for the duration of 4 weeks. It is therefore important to carefully check the terms of your contract.

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.



ILLNESS

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.

AGENCY EMPLOYMENT CONTRACT WITH AGENCY CLAUSE (PHASE A OR PHASE 1,2)

- 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;
- The first two days that you are ill, you don't receive a salary;
- 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.

AGENCY EMPLOYMENT CONTRACT FOR A FIXED PERIOD AND INDEFINITE PERIOD

- 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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