

Working in the Netherlands as a temporary agency worker

SNCU



ACCOMMODATION

If you come to the Netherlands to work, then you will, of course, also need somewhere to live. If you work through a temporary employment agency, they often provide accommodation that you usually will be sharing with other employees.

We have briefly listed here what you can expect.

THE MOST IMPORTANT RULES CONCERNING HOUSING:

- You are not under any obligation to accept the housing offered by the temporary employment agency. You can also arrange your own housing;
- The temporary employment agency may deduct the rent for the housing from your wages, provided you have signed for that, but it can also send you a bill.

- The housing location must have at least:
 - one toilet per eight people
 - one shower per eight people
 - one stove burner/plate per two people
 - six litres of fire extinguisher equipment

- The house rules or rental contract lists the rules that you need to know in order to look after your accommodation properly. Our tip: Read these documents carefully to avoid any misunderstandings, for example, about giving notice when the rental contract is to be ended;
- The temporary employment agency is allowed to charge for any damage to the property, but you are not allowed to be charged any fines in connection with the house;
- Check whether the temporary employment agency has an SNF certificate. This certificate guarantees that the housing accommodation that the temporary employment agency has satisfy standards of privacy, hygiene, space and fire safety.

To find out more, go to: www.normeringflexwonen.nl;

- If your agency work contract comes to an end, you are required to leave the house within a reasonable period of time. You can also choose to continue using the accommodation provided by the temporary employment agency for another 4 weeks. In that case, you will pay the usual weekly rent.

CONTRACT

When you start working for a temporary employment agency, the agency lends you out to a client for work. The temporary employment agency is your employer. Note! The temporary employment agency is legally required to provide you with the agency work contract signed with you and related documents in your country's language. Our tip: Always read carefully beforehand what you are agreeing to. This is because there are three types of agency work contracts you can sign with the temporary employment agency.

AGENCY WORK CONTRACT WITH AGENCY CLAUSE

- You can only receive this type of agency work contract during the first 52 weeks worked.
- The agency work contract ends automatically if your client indicates that your work assignment is ending. If the work assignment ends because you are sick, your agency work contract will not end;
- You are allowed to end the agency work contract at the end of its term at any time. You must inform the agency know this at least 4 weeks beforehand.

FIXED-TERM AGENCY WORK CONTRACT

- This is an agency work contract entered into for a particular period of time. The contract ends automatically on the last day of this term. You are allowed to end an agency work contract for a fixed period before the end date, provided you give one month's notice. Do you have an agency work contract for the duration of 4 weeks (or less)? If so, it is not possible to hand in your notice before the end of this contract.

AGENCY WORK CONTRACT FOR AN INDEFINITE PERIOD

- This is an agency work contract entered into for an indefinite period, i.e., without an end date;
- For this contract, you have a one-month notice period to leave your job unless otherwise agreed in your contract. The temporary employment agency is not allowed to end this contract at will.



SICK LEAVE



Call before
09:00 am

You hope it won't happen, but it can happen: falling sick while working as an agency worker in the Netherlands. We explain below what you should do and what you are entitled to if you are sick.

Note! In the Netherlands, you are legally required to take out Dutch health insurance. Health insurance entitles you to medical care in the Netherlands.

IF YOU FALL SICK

- Report in sick to the temporary employment agency and the client on the first day of illness. How? That depends on the agreements you have made with the temporary employment agency;
- The temporary employment agency is legally required to continue paying your wages (in part) as long as your agency work contract lasts. The first day of your illness is considered a 'waiting day' during which time you are not entitled to have your wages continue to be paid.

YOU LEAVE YOUR AGENCY WORK WHILE STILL SICK

- If you are still sick on the date that the agency work contract ends, the agency will register you with the Netherlands Employee Insurance Agency (UWV);
- Depending on your employment history in the Netherlands, you will be entitled to a benefit through the UWV;
- The amount of your benefit depends on your average wage over the preceding period;
- In phase A/1-2, the employment agency is required to top up your benefit based on information provided by the UWV.



WAGES

When you come to work in the Netherlands as a temporary worker, you should receive the same wage (elements) as an employee working in the same or equivalent position and who is employed by your client.

IT CONCERNS THE FOLLOWING WAGE ELEMENTS:

- Hourly or periodic wages;
- General pay rise;
- Periodic pay rise;
- Expenses allowance (costs that are necessary to carry out the job);
- Reduction of working hours (ADV), i.e., a number of extra days off per year or remuneration for these;
- All allowances;
- Reimbursement for commuting hours and/or travel time;
- One-off payouts;
- Work-from-home allowance;
- Fixed End-of-year bonus.

INCOME GUARANTEE

- If you are recruited by or on the instructions of a Dutch employment agency in your home country, you may be entitled to an income guarantee. One of the conditions is that you are coming to work in the Netherlands for that particular employment agency for the first time. The income guarantee is applicable for a period of two months.

CHANGES TO WAGES

- With each new work assignment, your wages are set in line with your new position at your new client. Therefore, it is possible that your wages may be lower or higher for the new work assignment.

THE PAYSリップ

- Every time your wages are paid, the temporary employment agency must provide you with a written payslip.
Note! If you do not understand your payslip, you can contact us about it.



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
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Voorlichting
& handhaving
uitzend-cao