

# Work Out for the Best The Ins and Outs of Dutch Employment Law

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**When it comes to working in a foreign country, excitement and anticipation often accompany concern and distress. Having to cope with a different working culture, mentality, business practices and all in a different language can be challenging. One way you can reduce the stress is to familiarise yourself about Dutch employment both legally and practically. By recognising some of the aspects, you can benefit from the expatriate working experience in The Netherlands.**

## Look at the lay of the land

Currently, the situation - especially in South Holland - is highly competitive for job seekers. That means once your resumé submission has turned into an interview, be prepared not only for what a potential employer can expect from you, but what you can expect from an employer.

In the usual "negotiation phase", a potential employer can check your past - employment and criminal. They might also put you through a psychological assessment, if it is relevant to the position you applied to fill. They may also request a medical examination to determine short-term medical constraints that could be relevant to certain job situations. But due to privacy law this is rarely permitted. What is comforting is neither discrimination nor information gathering from previous employers, without your permission, is allowed by the employer. Understanding these principles can help you negotiate the best possible terms, and effectively exercise your rights in the interview.

## Ready for (re)entry

You have secured a job with your preferred organisation. Congratulations! The first question you might ponder is, "Now what?" The answer is "Get ready!" Yes, ready for the next "contractual phase".

At this stage, it is advisable to make sure all agreements discussed about your employment contract are put in writing. Generally, most employers in The Netherlands prefer a one-month probation period for a temporary, less than two-year employment contract. Nonetheless, a probationary period is not applied to a renewed employment contract or an existing employee in a company merger.

It makes sense to negotiate your benefits package with your employer, including the

exact job title, your responsibilities, duration of the contract, working hours, office location, salary, pension, amount of paid holidays and other remunerations (expense allowance, holiday pay, bonus, etc.). If you are offered a company car, a laptop or a phone, make sure to agree on whether private use is acceptable, what costs you might have to pay yourself and which fiscal benefits you can profit from. When you receive the contract check that all details have been included.

Overall, when you are looking for work, it is important to be methodical in your decision-making. Consider your personal needs, be realistic about your experience and research the job market accordingly. This approach will give you the confidence to effectively negotiate and make a wise choice.

## Redundancies

In a recession, one thing is certain: change is unpredictable, especially when companies reduce staff, enforce a hiring freeze, merge with another company or close their operation. Remember that this period is temporary. It has nothing to do with you. Whether you voluntarily decide to take a break or make a shift in your career path or are forced, be prepared for the challenges redundancies cause.

You might have heard of or experienced some employment lawsuits in other European countries. For example, in Belgium, France and the UK, under certain conditions the employer can dismiss their employee without a reason and without permission of any kind. Whereas in Spain and the Czech Republic, dismissal is only possible for reasons explicitly mentioned by law. In Germany, it is quite difficult to dismiss an employee who has been working for only six months.

When it comes to Dutch legal procedures, different practices are used, depending on how the employment contract is terminated.

## Resignation by employee

An employee can give written notice at any time during their contract period, except in the case of a temporary contract, which makes it impossible to resign within the agreed duration of employment. By law the notice period is one month.

### • Termination by employer

Likewise, an employer can also give a termination notice. To exercise this right, the employer will need permission from UWV WERKbedrijf. Permission is granted only for certain reasons, which must be proved. If the case is settled by UWV WERKbedrijf, the employer can give a written termination notice which does not oblige the employer to offer redundancy payment. Furthermore, if an employee has exhibited inappropriate behaviour or gross negligence it is legally possible for the employer to dismiss the employee immediately without prior notice. Of course this procedure varies considerably from case to case. If you experience this and believe that the decision is unfounded, you can file a legal case. Keep in mind that the process has to be followed within six months after the dismissal. It is advisable to seek advice from a lawyer.

### • Dissolution of the Employment Contract by Court

A cantonal court can also dissolve an employment contract based on an urgent or pressing reason or a change of circumstances that requires contract termination. In the latter case, a judge can grant the employee remuneration if he has no fault or has been wronged by the employer.

### • Termination through Mutual Consent

In this case, no law or other regulations regarding the termination procedures have to be followed. When signing for termination, the employee should, however, be allowed reasonable time for reflection and get legal advice if he wants to.

Regardless of various circumstances, redundancies are also subject to some other variables. For example, an employment contract made directly with an employer provides more protection from unexpected termination than one with an

employment agency. Similarly, a permanent contract is more favorable to the employee's security than a temporary contract. Dutch law states that a temporary employee can be fired without the permission of UWV WEKRbedrijf or a legal judge and without any notice period, if the enterprise decides to withdraw the job contract.

### **Redundancy Caution for Knowledge Immigrants**

If you are here as a knowledge immigrant, your employment contract is usually subject to Dutch law. This means you should be treated equally to other Dutch employees. However, when it comes to redundancies, the primary consideration goes to proportionality and seniority. That is why expatriates or knowledge immigrants who normally have fewer years of service, tend to go first. Moreover, fewer years of service

means lower redundancy payments. If you are vulnerable to this situation, it is wise to be prepared for some future changes.

It is important to check your residence permit status. Unemployment can impact on an expatriate's employment security, especially the ones who have a temporary residence permit. If the unemployment occurs involuntarily, you are allowed to stay in The Netherlands for the remaining period of the temporary residence permit. On the other hand, be aware that the temporary residence permit will be canceled if the unemployment is voluntary. However, a permanent residence permit will not be affected by any form of unemployment. If you can get a new job in three months, a new residence permit will be applied according to your new employment circumstances.

Another common problem expatriates might encounter is house rental agreement after unemployment. Prior to signing a

rental contract it's a good idea to make sure a clause for early termination is included. Even better, discuss relocation costs in the case of termination with your potential employer prior signing an employment contract!

### **Need a hand?**

If you need to learn more about Dutch employment law, visit Croon Davidovich ([www.croon-davidovich.nl](http://www.croon-davidovich.nl)). Sonia Beedie, a specialist in employment law, can give you more details both in English and Dutch. The intake is free of charge and the costs of further legal help are made transparent beforehand. Alternatively, you can also try the Juridisch Loket ([www.juridischloket.nl](http://www.juridischloket.nl)), an organisation with offices in most big cities.



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