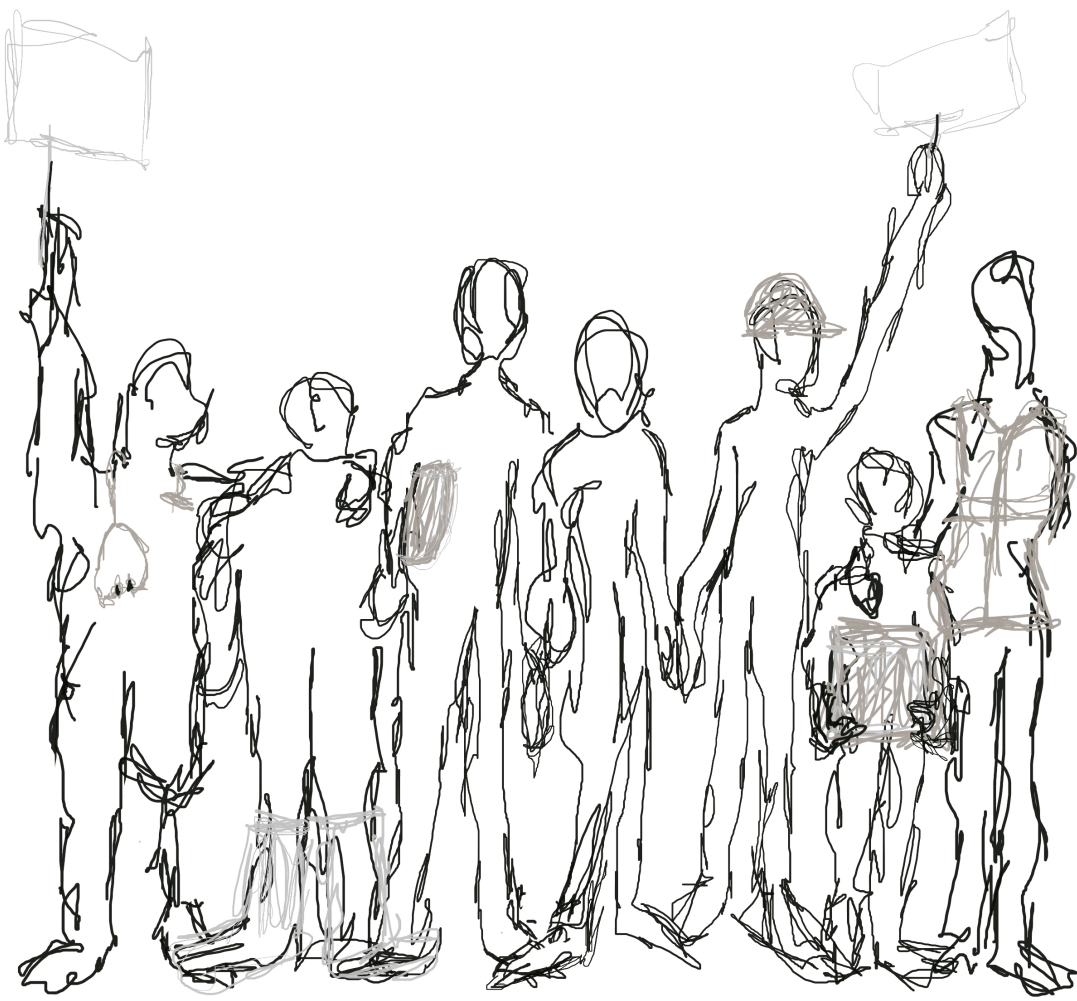


Labour rights in the Netherlands



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Prologue

Our workplaces are designed to maximise profit from our labour. Bosses push to pay us less, make us work harder, and cut corners, which can lead to stolen wages, harassment, or unsafe working conditions. We are intimately familiar with this exploitation; it is the reality we face daily. Labour rights exist on paper, but the legal system often fails us. It is slow, expensive and complex, leaving many without recourse. Relying on institutions to solve these problems ignores our true power: each other. That's why worker self-defence is essential — not just to protect individuals, but also to rebuild our collective strength. When we organise, we transform isolation into solidarity.

This pamphlet is our small contribution to help fight injustices at work. As anarchists, we do not expect others to solve our issues for us and believe in using direct action and solidarity. The first section of the pamphlet will give general advice to protect yourself at work, as well as some steps you can take on your own or with friends. In case you want to work with us to fight your boss, you can always contact us at aga@agamsterdam.org or visit us at our library on Saturdays, 14:00-18:00, Eerste Schinkelstraat 14-16, Amsterdam. The second part of the pamphlet will give a summary of Dutch labour law. This is a complicated topic, as there are many exceptions and differences according to the type of contract and the sector. But you can find here basic information as to what your rights are.

On our site (<https://labourrights.agamsterdam.org/>), you can find this pamphlet in many translations. If you have a translation to add, please send it to us.

Organize and fight back

General advice

To protect yourself in these working conditions, stay vigilant. Document interactions with your boss—demand written confirmation, and if you want, try to bring a witness to discussions. Track your hours meticulously, as wage theft is common. Never sign anything without understanding it fully. You have the right to get the documents in your native language, and you have the right to take your time before signing anything. Isolation is the boss's weapon, so talk openly (but not when the boss, managers, or snitches are around) or meet up in a bar or lunchroom down the street to talk openly about problems on the job. Share contacts of your co-workers, like phone number, email and socials. When needed, you could set up a group chat quickly. Knowledge is power: If possible, research your boss's track record—past violations, shady practices, or worker disputes—to anticipate their tactics and know who you are fighting. The address of the boss, other companies of the same boss, and other associates that could be a future target to get the demands more into the open.

When Something Goes Wrong

Start by defining clear demands. What do you need to resolve the issue? While labour laws can guide what's realistic, you don't have to limit yourself to legal minimums. You can fight for what you deserve, but knowing the legal background will help you. Once ready, deliver written demands to your boss, ideally with coworkers or allies present to show collective strength. These allies can be anyone, your friends, your partner, your family: it does NOT necessarily need to be a union or your co-workers. But we strongly recommend not doing this alone; with multiple people, it gives a direct signal that you have support around you, which makes it easier to put pressure on them. If this first step is not successful, you can put more pressure through a variety of actions: exposing their exploitation by flyering the workplace, organising pickets, leaving public reviews, or disrupting business as usual.

Keep in mind that starting with a string of direct actions, you must not go for everything all at once, so the first action is small, like handing out flyers to 3 people to passersby. A week later, you do the same with 6 people and a banner and flyers. Another week later, you are with 10 and a megaphone and even some pyro torches and are annoying, blocking the door with a "soft" blockade. The options are endless. When you are more or less alone, you could paste posters around the business in the evening/night or in the street where the boss lives. Be an online troll giving bad reviews all the

time (don't use your real account!!).

You can lose this fight, but those who don't fight have already lost in the first place. Big social changes in the benefit of working people never came from politicians or bosses, but by the thousands and thousands of workers that push back against the greed of their bosses, keep this in mind when you think you are on a dead end. When it would be easy, we wouldn't call it a struggle.

What to Expect?

Outcomes vary and depend on the individual case. Many win partial or full victories, especially when leveraging public pressure. Success often hinges on how much you're willing to escalate—most cases we've supported involve workers who've already left the job and have little to lose. But remember: this isn't a solo battle. We fight together. If you join the struggle, expect to collaborate, share your story, assist others in their fights, and strengthen the collective. Solidarity isn't just a tool; it's how we build a world where bosses fear us, not the other way around.

Legal help

We believe that the legal system is a way to protect capital rather than workers, and the cost, time and difficulty of fighting your boss in court is not accessible. There are some cases where you might still consider going the legal way.

You can try to get a lawyer from the Juridisch locket. The first consultation

is always free and without obligations, and can help you request legal cost support. To be eligible for support, you cannot have a high income or savings. With an income above 33.200€ (singles) or 46.900€ (others), or more than 33.748€ savings (2025, subject to change), you get no support at all. Less income/savings = more subsidy. Unions can also help you with labour conflicts, but note that they will only help their members after a minimum term, so you need to pay union fees, and the conflict has to start after you joined them. The biggest union in the Netherlands is the FNV.

Information

Contracts

Basic information

In principle, a contract does not have to be written: an oral agreement is as valid as a written one. However, it is hard to prove the details of the agreement when there is no physical evidence. In case of a lack of a copy of your contract, ask for it via email. If you don't get a contract, write your own contract, including everything you have agreed with your employer, then send this contract to your employer and ask them to give you a signed copy. It doesn't have to be complicated or perfect. If they still refuse to give you a signed contract, the contract you wrote is legally valid. Tell this to your employer. If your employer doesn't stick to this contract, go to a lawyer and sue your employer. Never sign any documents without fully

understanding their meaning. You can always ask for a copy in a language you understand and decide whether you want (legal) advice on it.

In case of an issue, remember that what counts is not only what is in the contract, but also the written communication with your employer about this topic, which can be text or email.

Note that the work contract is only part of what you and/or your employer can/cannot do. For many sectors (horeca, construction, education...), your employer should follow a collective labour agreement (Collectieve Arbeidsovereenkomst, in short: CAO). This regulates what your functions are, specificities regarding vacation... Your work contract should mention if it follows a CAO, and if yes, which specific one.

Undocumented people

People without residence permits (verblijfsvergunning) are lawfully entitled to their wages, regular health and safety protection while at work. (A boss, however, is not allowed to hire people without a residence permit.) In other words, everybody who is working in the Netherlands falls under Dutch labour law, even if their employer/contract says differently.

If you are hired while undocumented, it's the employer that's violating the law, and the only one that can be fined. If your labour rights have been violated as an undocumented person, you have the possibility to start a legal procedure to claim unpaid salary. In practice, this can be proven diffi-

cult, as employers can threaten with dismissal and there might be a risk of deportation. It's therefore advisable to seek the assistance of a (pro deo) lawyer (advocaat).

Zero-hour contracts

In the Netherlands, contracts can be made for zero hours. Unfortunately, with most zero-hour contracts, you are obliged to come to work when the boss calls you to do so at least 4 days in advance. It is good to know that you will be paid at least three hours for each call, even if you have worked fewer hours. When you want to quit, you must give a 4-day notice, or less if specified in your labour agreement.

In theory, these contracts are only allowed in the first 26 weeks (6 months) of the employment contract, but this depends on the CAO. For example, in horeca zero-hours contract can be indefinite.

By the time we write this, there will be major changes regarding 0-hour contracts. For most sectors, 0-hour contracts will be forbidden, but there are exceptions again: in horeca, or for underage people and students. Otherwise, this means your employer will have to offer you a flexible permanent contract. In this case, you will have a minimum number of hours, and you can work 30% more than this number. So if you have a 20-hour contract, your boss can make you work up to 26 hours.

Self-employment (ZZP)

Self-employment—or ZZP (zelfstandige zonder personeel)—is also a big part of the Dutch labour market. ZZP'ers typically register as sole proprietors and work on a project or assignment basis for multiple clients. Unlike traditional employees, they face risks such as a lack of sick leave or pension provisions. Unfortunately, companies often exploit this model through false self-employment, treating workers as independent contractors while denying them proper benefits.

Starting January 1, 2025, the Dutch government introduced changes that should ensure that only genuinely independent professionals are classified as ZZP'ers. Under the new rules, freelancers must work on clearly defined, short-term projects for a variety of clients and take on real financial risks. If a work arrangement resembles traditional employment too closely, it may be re-evaluated and reclassified. At the same time, some tax benefits, such as the zelfstandigenaftrek, have been reduced to better reflect these stricter criteria.

Contract termination

Ending an employment contract, by either the employer or employee, can be done orally, by letter, by fax, or by email. Of course, the problem with ending a contract orally is that it will be difficult to prove. It is therefore recommended to do this in writing if you are the employee, and to request this when your employer fires you, to have the reasoning for dismissal in writing.

Normally, the employer needs a 'dismissal permit' (ontslagvergunning) from the UWV to fire you (for example, for economic reasons or a long-term inability to work (langdurige arbeidsongeschiktheid)). Your employer, however, is never allowed to fire you for the reason that you are (temporarily) sick or unable to work or when you are pregnant, regardless of the fact of whether the employer obtained a 'dismissal permit' from the UWV.

Your employer can also fire you immediately (op staande voet) for the following urgent reasons: theft, abuse, fraud, assault, or refusal to work. The general rule is that the employer needs to state the reason for immediate dismissal immediately when the urgent reason comes to light. As the employee, you can fight this immediate dismissal for urgent reasons before the civil court (kantongerecht).

It is also possible that you agreed with your employer to prematurely end your labour contract, and for some reason, you regret your decision. This normally is done through a written settlement agreement (vaststellingsovereenkomst). You always have two weeks from the moment that you and your employer have signed the settlement agreement to come back on your decision. If your employer did not notify you of these two weeks, you have three weeks. There is no need to state any reasons why you got back on your decision, but you do have to notify your employer of this in writing (revoking it or dissolving the agreement). Your labour contract will then continue as it was.

With labour agreements for a deter-

mined period of time (bepaalde tijd) for 6 months or longer, the employer needs to notify you whether he wishes to extend your contract, and if so, for how long, one month before the ending of the contract at the latest. If he does not do this, he needs to pay you a fine, which is the equivalent of one month's salary. If he does not do it on time, the fine will be pro rata.

If, after the end date of your contract, you keep working, your contract is automatically renewed for a new one with the same duration. Finally, if you have more than 3 temporary contracts or have worked more than 3 years at the same company, your contract automatically turns into a permanent contract.

Compensation

When quitting a job, there's no compensation. However, you should always get your holiday allowance (8% of your gross salary) and remaining holiday hours paid. This has to be done at the latest one month after the end of your contract, otherwise, you can charge interest on this amount. In some cases, you can also get some transition allowance; see the economics section to learn about it.

Quitting your job or getting fired does not make a difference when it comes to getting this amount of money paid. Double-check your contract and/or collective labour agreement; there might be extra provisions.

Notification period

Your contract should have a clause for the notification period. When there is no clause to that regard, by law, there is a minimum of a month's notification period. This implies that you can quit on the spot, but the consequences are that you won't be allowed social benefits or a transition fee, and in case of having it, you'll lose your 30% ruling.

You should take into account that when the notification period is one month or more, it's most probably a full calendar month. This means that no matter which day of the month you inform the company that you are quitting, you would still have to work at least the whole next month. In either case, your contract should be explicit about this being one calendar month or 30 days.

Unemployment protection

Although by law you are always covered for an unemployment situation, there are several scenarios to consider in order to benefit from it: In case you quit, it's most likely you are not entitled to get social benefits, there are exceptions around extreme cases such as sickness, harassment and so on.

When getting fired due to your own fault, you are not entitled to unemployment protection. In case you got fired with a made-up excuse (illegal), consider fighting back.

When a company argues that they are firing you not due to your own fault (third-party reasons as economic situation, for instance) or the contract ends, then you are entitled to unemployment protection if you fit certain conditions. Those conditions are: you

need to be able to work, and you have worked at least 26 out of the last 36 weeks.

You can get up to 3 months in case of working a minimum of 26 weeks out of the last 36 weeks. In case of working at least 4 years out of the last 5 years, you get at least a year of social coverage.

Schedule

Working times

A shift may not exceed 12 hours, and in one week, you cannot work more than 60 hours. Over 4 weeks, you cannot work more than 55 hours on average. Then, after 16 weeks, this number becomes an average of 48 hours. There are also rules about how much rest you are allowed to get in between working days. You should have at least 11 hours of rest between shifts. If necessary, this can be reduced to 8 hours once a week.

There is also a weekly rest you are entitled to; it is a bit complicated, but in short, every week you should get at least 32 consecutive hours off work.

Breaks

Usually, you are entitled to a mandatory 15-minute break for every 5h30 you work. (You have to take this break!) If you work for more than 10 hours, this becomes 45 minutes. Breaks can be divided into periods of 15 minutes and are not paid. All these details are dependent on your sector, so it is better to check your CAO and contract.

Extra hours

When it comes to extra hours (overtime work), you might find rules in your CAO, your contract or company rules. Apart from that, you cannot be forced to work overtime. You should only work when and for how much money and/or off days you want. There is also another, very important regulation: When an employee works more than his/her contracted hours for three consecutive months, the contract changes to that new average of hours!

Health & safety

Basic information

A boss is responsible for the health and safety of his/her workers. This means providing a safe working environment, safe tools and vehicles, proper instructions regarding safe operation of those tools and vehicles, and proper precautions for working with (potentially) hazardous substances.

Health insurance

Everyone who lives in the NL should have private health insurance. You must choose and sign a contract with an insurance company of your choice. Most workers are entitled to zorgtoeslag from the government. This monthly allowance could save you up to half of your health insurance fee. You can apply for this through: <http://www.toeslagen.nl>.

Leaves

Paid leaves

In the Netherlands, you get 4 weeks of vacation a year, so if, for example, you work 32 hours a week, this is 128 hours of holiday hours a year. If you work less than a year, the holiday hours you get are proportional: for a 6-month contract, you get 2 weeks of paid leave. In some cases, your employer can force you to take holiday leave because your workplace has collective holidays and closes for some time; they can do this, but they have to warn you early enough.

If you have a 0-hour contract, you also get paid holidays. For each hour worked, you accumulate a percentage as holiday hours. This percentage depends on your CAO. (The payment is not the same as holiday hours - those are both earned for every hour of work. The pay can be paid out monthly or once a year, depending on what is stated in your contract. Holiday hours can be provided as compensation for overtime, and are also calculated based on the number of hours worked.)

Unpaid leaves

Dutch law does not cover unpaid leaves, however, some CAOs have clauses for this case. If you are under a CAO, better check it. In any case, although not frequent, in some companies it's possible to arrange a private deal with management for getting an unpaid leave. There are two cases covered by the Dutch law: parental leave and taking care of a sick person.

These cases are quite complex, and in such cases better ask for professional legal advice.

Childbirth leaves

Pregnant employees are entitled to pregnancy and maternity leave for at least 16 weeks. You can take pregnancy leave from six weeks before the date the baby is due, but it should start no later than four weeks before the baby is due. After giving birth, you are always entitled to at least ten weeks of maternity leave, even if the baby is born later than it was due. During your leave, you will receive an allowance which matches your salary up to a maximum amount. After your partner has given birth, you are entitled to one week of paid paternity leave, and up to 5 weeks. To get 5 weeks, you need to request it by letter/mail at least 4 weeks in advance.

Parental leave: You are entitled to parental leave when you are caring for a child (biological, adopted, foster child or stepchild) who is younger than 8 and living with you. You get 26 times the number of hours you work per week, per child. Parental leave is unpaid; however, for the first 9 weeks you can get parental leave benefits from UWV if you take them in the first year after birth.

Sick leave

When you are physically or mentally (including stress or fear) unable to do your work, you are, in most cases, entitled to sick pay. Depending on the type of contract, the amount of sick pay

can differ. Take into account that many contracts say you won't get paid the first two days; these days are called *wachtdagen*.

When you fall ill, the boss is not allowed to ask the worker what the cause of the illness is. You are free to tell them if you wish, but they cannot make you tell them. We recommend not entering into a discussion and letting your boss follow the legal rules.

However, a lot of companies have contracts with third-party companies, so-called 'Bedrijfsartsen' (corporate doctors) that can ask you to prove that you are sick. Such companies can not share with your company what your illness is, they will just answer whether you are sick or not.

When facing a medical condition or illness, the Dutch law provides that during the first 104 weeks (2 years) of sickness/disability to work, the employee is paid at least 70% of the wages, or the minimum wage if this is lower. Always double-check your CAO, since it might sometimes provide a higher ratio/period as well.

Your company may start a reintegration plan to get you back to work. This includes meetings every 6 weeks to discuss how many hours you can work and what tasks you can do. But in no case can your employer force you back to work.

Only in extremely rare circumstances or after 2 years of sickness can you be fired while on sick leave. In general, under Dutch employment law, there is a prohibition against termination of employment during an employee's sickness (in Dutch: 'opzegverbod tijdens ziekte'). This is a very strict rule

in the Netherlands, and it is nearly impossible to deviate from it. You can, however, be fired while being sick if your employer claims other reasons. However, this would imply asking a judge to dissolve the contract, and it will mostly result in a denial from the judge, since they will consider the fact that you are sick

Other leaves

There are other types of regulated leaves, for example there emergency leaves in case of the death of a relative, where you get paid your full salary. There are also leaves for taking care of sick relatives, you can get 2 or 6 weeks per year of care leave, where you get paid 70% of your salary.

Economics

Payments

After your contract has finished, make sure you get all your back payment, including your holiday pay and unused vacation days. Bear in mind that your last salary has to be paid within the normal term (maximum within one month). If there are other costs ('eindafrekening'), they have to be paid within one month after the end of the contract. If you do not get paid in time, you can ask your employer for interest on what they owe you. In the case of vacation pay (vakantie geld), it is also possible to ask for an increase of up to 50%.

There is a difference between the statutory fine, which is paid once and the statutory interest that is calculated by day and changes.

Taxes and payslips

Make sure you get the 'jaaropgaaf' from your boss, a statement of what you earned last year, so you can fill in your tax return. It is most likely that you will get some money back. Most often, everything will already be filled in on the online tax form, and you do not need to do anything.

If you have a partial disability, your taxes get affected, and you can deduct some healthcare costs. Best to consult the federation of people with your particular disability for advice. Search for 'patientenvereniging' or 'belangenvereniging' + Dutch name of disability. A general one for people with chronic illnesses or disability is <https://iederin.nl/>

Minimum salary

As of June 2025, the legal minimum wage is 14.40€ gross an hour based on a 40-hour work week for anyone older than 21 years old. This is 115.5€ for an 8-hour day, 576.0€ per week and 2496.0€ gross per month. If you are not paid an hourly wage but instead receive 'piece wage', you should be able to earn at least this minimum wage while doing your work at a 'normal' pace.

Vakantiegeld (holiday leave)

Holiday leave is the part of your salary you get as a bonus at some point in the year. Its amount is 8% of your gross salary, including overtime. This amount accumulates and is often paid out in May/June, sometimes with part of it paid in December.

Note that this is money your employee owes you, and not vacation leave. You can get paid for holiday hours you do not take, but vakantiegeld comes on top of this.

Transition allowance (transitievergoeding)

If you are fired or if your contract is not renewed, you are entitled to a transition allowance (transitievergoeding). However, if you quit your job, you do not get this money. For each year you worked, you get 1/3 of your gross monthly salary. If you have a zero-hours contract, your gross monthly salary is estimated over the last year.

Temp workers (Uitzendkracht)

The Netherlands has a specific law for temp workers (Uitzendkracht), which means workers who are hired by an employment agency (uitzendbureau) but work in a different company. If you are hired by one company, but in practice you do your work at another company, then you are a temp worker. There are a few differences between a contract with temp agencies and a contract with a company.

There are different phases of employment with temp agencies, and depending on which CAO your company follows, they have a different name. The ABU CAO has phases A, B and C, while the NBBU CAO calls them phases 1, 2, 3, and 4.

Phase A/1-2: This lasts for 1 year maximum, and you can work at one or multiple companies. In this phase, you only get paid if you work, except

if the opposite is said in your contract. Most contracts have an agency clause, or uitzendbeding: this means your employer can stop your contract when there is no more work for you at the company. Then, in the first 6 months of work (26 weeks), your employer only has to warn you one day before firing you. After that, your boss has to warn you 10 days before your contract ends. If it is written in your contract that there is no agency clause, then your boss cannot fire you as they wish.

Phase B/3: This phase lasts for 3 years, or a maximum of 6 contracts. Then you have a regular temporary contract, and there is no agency clause. You still get paid even if your company does not have work for you until your employer finds you a new task.

Phase C/4: If you are in this phase, then you get a permanent contract with your employer.

Your employment contract has to be within 6 months of one another to count as progress in the phase system; sick leave and paid holidays count as weeks worked. Outside of the wage/agency clause, you have the same rights for holiday, vakantiegeld and sick leave as other contracts. Your employer cannot fire you for being sick. If you were recruited abroad and moved to the Netherlands for a temporary contract, you can get an income guarantee, which means the first 2 full months of work, you should be paid the minimum wage, no matter how many hours you worked.

Your employment agency might provide you with housing together with

your job, while this is practical, they often use this to put pressure on you and steal more money from you. You should have 2 different contracts, one for work and one for housing. Your employer might deduct rent from your salary, but it should not exceed 25% (might change to 20% soon) of the minimum wage per month. If you make more than 1.4 times the minimum wage, then there is no limit, and rent can be higher. When your work contract stops, you have 4 weeks to leave your accommodation.

Epilogue

This leaflet was written in September 2014 and updated in March 2025. By the time you read it some information might be outdated. So always double-check with more up-to-date information sources. More information can also be found on the following website: <https://labourrights.agamsterdam.org/>

We are not an NGO, assistance or charity organisation, we are anarchists and work under self-management and mutual support basics. If you are facing troubles at your workplace, do not hesitate to reach out to us; together, we can fight back. If you have no problems at work but you disagree with this capitalist society where you are worth what you own, also come by and meet us, united we are stronger, and we can fight back against those that exploit us.

AGA (Anarchistische Groep Amsterdam)

Email: aga@agamsterdam.org

Website: <http://agamsterdam.org>

Library: Our library is open on Saturdays from 14 to 18: Eerste Schinkelstraat 14-16, Amsterdam

Vrije Bond There are many groups and people involved in the Vrije Bond in the Netherlands and in large parts of Belgium. The Vrije Bond is not a union or labour-related group, but they can direct you to people who can help. Check the website for contact details: <http://www.vrijebond.org/groepen/> Or write to the secretariat to get in contact with members in your vicinity: secretariaat@vrijebond.nl

Horeca United Horeca United is a grassroots solidarity network with a focus on people working in the horeca sector (hotels, restaurants and cafes). Website: <https://horeca-united.nl/> Email: horeca-united@riseup.net

Online version and translations:

