

COVID-19 and Labour Regulations

Netherlands – Schaap

1. OBLIGATION TO WORK

The COVID-19 crisis does not justify being absent from work unless the employee (or someone in his household) has tested positive. However, not working due to for example a business closure (in the Netherlands among other things the catering industry is closed by the state) is at the employer's risk. Therefore, the wages will continue to be paid.

2. RIGHT TO REMOTE WORK

The COVID-19 crisis does not create a right for the employee to work remotely. An employee can work remotely (i) in consultation with the employer or (ii) if agreed in the employment agreement or by collective labour agreement.

3. VARIATION OF WORKING CONDITIONS

The COVID-19 crisis itself does not justify varying a working condition set out in an employment agreement. In principle the employer can only vary a working condition set out in the employment agreement, if he has such an important interest in the variation that, according to principles of reasonableness and fairness, the interest of the employee which would be harmed by the variation must be overridden.

4. HOLIDAYS

In principle the employer cannot require the employee take his holidays. However, the employer can request the employee to take his holidays. It is up to the employee to agree or disagree.

5. HEALTH AND SAFETY

An employer is obliged – and liable in case the employee suffers any harm in the course of his work – to make such provisions for the organization and to take such measures and issue such directions for the performance of the work as are reasonably required to prevent the employee from suffering harm in the course of his work, which also applies in the context of COVID-19.

6. TEMPORARY EMERGENCY BRIDGING MEASURE (“NOW”)

NOW is a compensation package for the wages of the employees. An employer can in principle apply for NOW if they expect to lose at least 20% turnover over period specified in the NOW.

7. COVID-19 AND TERMINATION

Covid-19 does not justify terminations. In the Netherlands, unless the employee agrees to a termination by mutual consent or an urgent reason for termination applies, an employment contract can only end by operation of law or be terminated by the employer either (i) by giving notice after receiving permission from a governmental organization (called: “UWV”) or (ii) by court decision.

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