

ADDITIONAL PROVISIONS

- 10) **Never** sign a contract that contains any clause stating that you are responsible for paying **recruitment fees or other intermediate fees** in the recruitment process. This is not correct.
- 11) Don't sign a contract that allows the employer to withhold or retain any portion of your wages during the period of the contract. **You should be entitled to full payment of wages earned during the assignment.**
- 12) Make sure that the contract clearly states the **type of work** that the agency will offer you and details of any experience or qualifications required.
- 13) Don't sign a contract that contains any clause that restricts your right to join, contact, consult with or be represented by a trade union of your choice. **You have a fundamental right to join a trade union.**
- 14) Ensure that **you are given and retain a copy of the contract you have signed and any amendment to it.** Any change to the agreed contract should be by mutual consent. In case of doubt, consult with your trade union.

TERMINATION

- 15) Check the **conditions for terminating your contract**, including how much notice the employer must give you to terminate your contract.
- 16) Remember... whatever the terms and conditions, any contract/agreement that you enter into voluntarily would, in most jurisdictions, be **considered legally binding.**

WHO WE ARE



The International Union of Food, Agricultural, Hotel, Restaurant, Catering, Tobacco and Allied Workers' Associations (www.IUF.org) and its regional organization the European Federation of Food, Agriculture, Tourism Trade Unions (www.EFFAT.org) represent together over 12 million workers employed in agriculture and plantations, the preparation and manufacture of food and beverages, hotels, restaurants and catering services and all stages of tobacco processing.

We fight for the rights of all workers in these sectors with the support and cooperation of **400 affiliates in 125 countries worldwide.**



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GETTING HIRED



in the

MEAT INDUSTRY

Before you sign a contract with a temporary work agency IUF and EFFAT advice on your employment contract

If you are sent by your employer to work in another European Union country for a limited period of time, you are considered a **posted worker**. A temporary work agency recruits and places you for a specific time to another company. Your employer is and remains the **temporary work agency** and not the company where you do the actual work.

! At work, you are bound to the working instructions you receive from the company where you actually do your work but the temporary work agency remains your contact for the payment and working conditions such as working hours and holiday time.

The **best guarantee** of proper conditions of employment is to sign a contract drawn up in accordance with a trade union collective agreement or in accordance with the national Labour Code.

! If you are unsure of what to do, contact your local trade union for further advice. Labour Inspectorates in most countries also provide consultations (normally free of charge) for employees at the time of entering into a contract with an employer.



Here is a general checklist to follow before you enter into a contract:

CONTRACT — GENERAL

- 1) In some countries, employment contracts do not need to be in writing to be legally valid, but it is better if they are. **It is best to start work with a written contract.** Do not sign a contract you do not understand and if in doubt, contact your local trade union.
- 2) **Never sign a blank contract**, or a contract that binds you to any terms and conditions that are not specified or that you are not familiar with. **Beware of any terms and conditions that falsely say that you are working for yourself.** Bogus self-employment is wrong and means having fewer social rights than employees.
- 3) Check if the contract you are signing refers to a **collective bargaining agreement (CBA)** or the national Labour Code. If so, make sure that you are fully aware of the terms of that CBA, and keep a copy of it along with your contract. Ask your local trade union to provide you with a copy of the applicable CBA.
- 4) Make sure that the **duration of the contract is clearly stated.** Any change to the agreed duration of the contract should be by mutual consent.

WAGES AND HOURS OF WORK

- 5) Always ensure that the contract clearly states the **rate of pay and how it will be calculated.**
- 6) Make sure that the expected **hours of work** during the assignment are clearly defined. Same for **overtime.**

PAID ANNUAL LEAVE

- 7) Make sure that the contract clearly states **how many days' paid leave** during the assignment you will get.

TRANSPORT AND HOUSING COSTS

- 8) Make sure that the contract states clearly if you are a posted worker **how your transport and housing costs will be paid.**
 - For workers living in employer-provided housing, you should be provided **transportation**, at no cost, between the housing and the worksite.
 - For any worker who is not reasonably able to return to his/her residence within the same day, you should be provided **housing at no cost.**

SOCIAL SECURITY PROTECTION BENEFITS

- 9) Make sure that the contract states clearly **how your social security protection benefits will be paid and where.**

