
KHN

2024


**CLA for the hotel,
restaurant and café industry
and related industries**

version 22 January 2024



Information

Employers:

	<p>Koninklijke Horeca Nederland www.khn.nl/cao Contact: khnadvies@khn.nl Telephone: 0348 48 94 89</p>
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Employees:

	<p>CNV Vakmensen www.cnvvakmensen.nl Contact: info@cnvvakmensen.nl Telephone: 030 751 10 07</p>
	<p>FNV Horeca www.fnvhoreca.nl Contact: www.fnvhoreca.nl/contact</p>

CLA for
the hotel, restaurant and café industry and related industries
from
1 January 2024 up to and including 31 December 2024

The undersigned:

Dutch Trade Association for the Hotel, Restaurant and Café Industry (Koninklijke Horeca Nederland (KHN), established in Woerden),

on the employers' side

and

National Federation of Christian Trade Unions in the Netherlands – Skilled Workers (CNV Vakmensen.nl, established in Utrecht) and

Federation of Dutch Trade Unions - Hospitality (FNV Horeca, established in Almere),

on the employees' side

agree and declare to have concluded the following collective labour agreement (CLA) effective from 1 January 2024 for 2024.

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Topic 1 My Work

- 1.1 Collective Labour Agreement (CLA) Collective labour agreement for the hotel, restaurant and café industry and related industries.
- 1.2 Employer The natural person or legal person, or partnership, the company formed by two or more natural and/or legal persons together who jointly operate a business in which activities are exclusively or basically carried on that pertain to the hotel, restaurant and café industry and that employs one or more employees for that purpose.
- A business is deemed to basically carry on a hotel, restaurant and café establishment if the wage bill from the hotel, restaurant and café activities represents more than 50% of the total wage bill.
- 1.3 Hotel, restaurant and café establishment The company in which the hotel, the pension, the restaurant, the café, the cafeteria, the lunch room or the catering business (not including the contract catering business) is carried on. Other companies in which lodging, coupled with services or the supply of meals, food or beverages for consumption on the spot or immediate consumption, is carried on as a business.
- 1.4A Scope of application
1. The CLA is applicable to the employer as intended in [article 1.2](#) and its employees as intended in [article 1.5](#), even if the business carries on the hotel, restaurant and café establishment and ancillary activities (but not contract catering according to that CLA) within the area of operation of healthcare, sports, education, recreation, stock exchange complex, station or airport. In those instances these activities are related to the hotel, restaurant and café industry and belong to the hotel, restaurant and café establishment.
 2. The CLA is not applied to the business or the part of the business to which another legally valid CLA is applicable. This is the case if a notification of receipt was issued for the said CLA in accordance with [Section 4 of the Dutch Wage Formation Act](#). The condition is imposed that this CLA has at least an equivalent level as the CLA for the hotel, restaurant and café industry and related industries.
- 1.4B Dispensation
1. Employers that fall under the scope of application have the possibility of requesting dispensation from the applicability of this CLA or from one or more articles of the same.
 2. A request for dispensation must be submitted to the CLA parties, p/a Koninklijke Horeca Nederland, Wipmolenlaan 1, 3447 GJ Woerden.
 3. The request must be submitted in writing to the CLA parties stating “Dispensation”.
 4. The request must at least contain:
 - A. Name and address of the party submitting the request;
 - B. Signature of the party submitting the request;
 - C. An accurate description of the nature and the scope of the request for dispensation;
 - D. The arguments of the party submitting the request for qualifying for dispensation;
 - E. The date.

5. If the CLA parties are of the opinion that the request is described, motivated, or documented insufficiently then the party submitting the request shall be informed within two weeks on what points and with what documents the request must be supplemented. The party submitting the request shall be granted a period of two weeks to submit the additional data to the CLA parties.
6. The request shall not be handled if the additional data are not provided (sufficiently). The party submitting the request shall be informed accordingly in writing.
7. Within two weeks after receipt of a sufficiently described, motivated, and documented request or within two weeks after receipt of the requested additional data, the CLA parties shall inform the party submitting the request that the request shall be handled.
8. Upon the assessment as to whether it is possible to proceed with granting of dispensation, the CLA parties shall apply the following criteria:
 - A. As to whether there is (temporarily) question of special circumstances, deviating from what is common in the industry, on the basis of which it can reasonably not be required of the party submitting the request that the CLA (or provisions of the same) is (are) applied in full and;
 - B. As to whether there is question of a scheme, at least equivalent to this CLA (or provisions of the same), that was established in consultation with an employees' organisation that is independent from the employer.
9. The CLA parties reach a decision as soon as possible, however at the latest within eight weeks after the request has been handled. The CLA parties can extend this time limit once by eight weeks.
10. The CLA parties shall notify the party submitting the request of the decision in writing and in a substantiated manner.

1.5 Employee

The person who concluded an employment agreement with an employer, with the exception of the trainee and the employee who is not (no longer) compulsorily insured for the employee insurance schemes.

In this CLA the employee is referred to in the male form, however this is understood to also include the female and any other form.

- 1.6 Skilled worker
- The skilled worker is the fully competent employees who is aged 18 or over and who disposes of a recognised professional diploma for the position. The skilled worker is also fully competent when he has demonstrably gained sufficient hours of experience in the relevant position. This is, in any case, the question if he has accrued 1,976 hours of experience on or after his 18th birthday, regardless of a full-time or part-time employment.
- If upon the conclusion of the employment the employee aged 18 or older is not a skilled worker yet on the basis of the hours of experience then it is determined in the employment agreement how many hours of experience up to a maximum of 1,976 hours he still needs to accrue.
- Employees aged 18 and over who are classified in the job category V or higher on the basis of the [Manual Reference Jobs Hotel, Restaurant and Café Industry](#) are always deemed to be fully competent.
- 1.7 Young skilled worker
- The skilled worker aged between 18 and 21.
- 1.8 Young employee
- The employee aged 17 and under. This employee is not a skilled worker.
- 1.9 On-call agreement
- Your employment agreement is an on-call agreement according to [Section 628a Subsection 9 of Book 7 of the Dutch Civil Code](#) if
- A. the scope of your employment has not been set as a number of hours per time unit of:
 - 1 at most one month; or
 - 2 at most a year and the entitlement to your salary is spread evenly over the time unit; or
 - B. you are, in pursuance of [article 4.18](#) of this CLA, not entitled to the (hourly) wage if you did not perform the work. In this CLA this only applies to the stand-in worker - zero hours.
- 1.9A Stand-in worker - zero hours
- As a stand-in worker - zero hours you perform activities of a business function on the basis of an on-call agreement as intended in [article 1.9](#) of this CLA, which shall be of an incidental nature and not of a fixed scope.
- This can be the case due to external circumstances that are beyond the control of the employer, e.g. replacement due to sickness or inability of other employees, unexpected influx of customers, for instance due to weather conditions, or in case of other activities that are for other reasons not of a structural nature. This is part of the business operations in the hotel, restaurant and café business.
- The business function of the activities of the stand-in worker - zero hours is classified and remunerated in accordance with [article 4.1](#). This must have been included in the employment agreement.
- The on-call agreement of the stand-in worker - zero hours does not contain a scope of employment.
- The special provisions set forth in [article 4.18](#) of this CLA are applicable to the stand-in worker - zero hours.

- 1.10 Seasonal worker
- As a seasonal worker you perform your activities of a business function, which can, in pursuance of [Section 668a Subsection 13 of Book 7 of the Dutch Civil Code](#) only be performed during a period of at most nine months a year and cannot consecutively be performed during a period of more than nine months a year by the same employee. This is (repeatedly) part of the business operations in the hotel, restaurant and café business.
- The business function of the activities of the seasonal worker is classified and remunerated in accordance with [article 4.1](#). This must have been included in the employment agreement.
- [Article 2.9](#) of this CLA applies to this employee, which includes a deviation from the successive employment provision of [Section 668a Subsection 13 of the Dutch Civil Code](#).
- 1.10A Seasonal worker Climate or nature
- If the seasonal worker can, due to climatological or natural circumstances, only perform the activities of the business function for at most nine months and not consecutively by the same employee, then the employee is a “seasonal worker climate or nature”. In that case special provisions with regard to the on-call agreement are required for the business operations.
- Apart from the deviation from the successive employment clause of [Section 668a Subsection 13 of Book 7 of the Dutch Civil Code](#) (as intended in [article 1.10](#) of this CLA), the deviation from the provisions of the on-call agreement as intended in [Section 628a Subsection 11 of Book 7 of the Dutch Civil Code](#) in combination with [article 3.5a](#) and [article 3.5b](#) of this CLA are applicable to this employee.
- 1.11 SBB
- The Knowledge Centres for Vocational Education and Trade and Industry (SBB) established pursuant to the Dutch Adult and Vocational Education Act.
- 1.12 Apprentice
1. The person who follows training in a work placement company recognised by the SBB and hired pursuant to a practical training agreement according to [section 7.2.8](#) and [section 7.2.9](#) of the Dutch Adult and Vocational Education Act.
 2. The following options can be distinguished.
 - 2.1. A senior secondary vocational education at a Regional Training Centre (ROC).
 - 2.2. Another (private) education institution in the day release pursuant to the Dutch Adult and Vocational Education Act.
- 1.13 Trainee
- The person who is under supervised employment at the employer in pursuance of a curriculum of a pre-vocational secondary education, senior secondary vocational education or higher professional education institution or university of applied sciences to gain the theoretic or practical experience required for the training.
- 1.14 Partner
- The spouse or registered partner of the employee or the person with whom the employee cohabitates without being married and runs a joint household, unless it regards a person with whom a relationship of blood in the first or second degree exists. There is question of a joint household if two unmarried or unregistered partners have their main residence in the same residence and evidence to provide for each other by contributing towards the costs of the household or otherwise provide for each other’s care.

1.15	Manual Reference Jobs Hotel, Restaurant and Café Industry	<p>The manual contains:</p> <ol style="list-style-type: none"> 1. Descriptions of reference jobs; 2. Manual for the employer to classify the business functions 1 in job categories. <p>The manual is available via www.referentiefunctieshoreca.nl.</p>
1.16	Reference job	The standard job from the Manual Reference Jobs Hotel, Restaurant and Café Industry with which the employer can compare its own business function(s).
1.17	Business function	<p>The duties and responsibilities that are present within a company and a job as established by the employer.</p> <p>Business functions can be distinguished in:</p> <ol style="list-style-type: none"> A. functions that can be performed during the entire year; B. functions that can be performed by a seasonal worker. <p>The functions that can be performed by a seasonal worker climate and nature are functions that can only be performed during a period of at most nine months a year and cannot consecutively be performed during a period of more than nine months a year by the same employee. This can be the case with functions for the same activities. If the business function regards a function for a seasonal worker then this must always be included in the employment agreement. functies die volgens de oproepovereenkomst kunnen worden uitgeoefend;</p> <ol style="list-style-type: none"> C. positions that cannot be performed according to the on-call agreement; D. positions that can be performed by a stand-in worker - zero hours according to the on-call agreement. <p>A seasonal worker or a seasonal worker climate and nature can simultaneously perform his position according to the on-call agreement, or as a stand-in worker - zero hours. This must have been included in the employment agreement.</p>
1.18	Job category	The category (wage grade) in which the business function has been classified by the employer.
1.19	Job	The total of duties and responsibilities that are assigned to an employee within a company.
1.20	Wage according to wage scale for the skilled worker aged 21 and over	<ol style="list-style-type: none"> 1. The amount from the wage scale for the category (wage grade) in which the (business) function has been classified. 2. The wage according to the wage scale with the basic wage and continues up to the final wage. The amounts are gross. 3. The job categories with wage scales are mentioned in the wage table in schedule II to this CLA. The wage table is adjusted annually on 1 January.
1.21	Monthly wage	The gross wage excluding holiday allowance that was allocated to the employee per month.

1.22	Hourly wage	The gross hourly wage is 1/164.67 th part of the monthly wage in case of a full-time employment (full-time is the normal working time according to article 1.23).
1.23	Reference period and normal working time	<ol style="list-style-type: none"> 1. The reference period is a period of 12 consecutive months and runs parallel to the calendar year (1 January up to and including 31 December) or to the holiday year (1 June up to and including 31 May). The employer can choose to observe a different period of 12 months as the reference period. This choice must, as the occasion arises, apply to all employees within the company and must have been included in the individual employment agreement. 2. The normal working time per reference period amounts to 1,976 hours. This means an average working time of 38 hours per week in case of a full-time employment. 3. Derogation: it can be established in the employment agreement that the working time per reference period exceeds the normal working time. However, the limits pursuant to the working hours regulations must be observed. 4. Exception: the normal working time and the working hours regulations are not applicable if the employee is aged 18 or over and annually earns at least three times the statutory minimum wage (and in case of a part-time employment: pro rata). The normal working time with the derogation and the exception are basically referred to as a full-time employment.
1.24	Part-time employment	If the employee works less hours than the normal working time (full-time) then it regards a part-time employment and this CLA is, where possible, applicable in proportion to the stipulated working time.
1.25	State pension age	The age that must have been attained to qualify for a benefit pursuant to the Dutch General Old Age Pensions Act (AOW).
1.26	Individual arrangements	Individual arrangements established in writing that derive from a previous CLA or previous regulations, or not, remain in full force and effect, provided that the said arrangements are more favourable to the employee than the provisions set forth in this CLA.
1.27	Duration and term of CLA	The CLA has a term of 12 months: from 01 January 2024 up to and including 31 December 2024.

Topic 2 My Employment Agreement

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|-----|---|---|
| 2.1 | Proportionate application of this CLA | This CLA was written from the perspective of the employee with a normal working time (full-time). According to your employment agreement you can work more or less than the normal working time. Your employer then adjusts this CLA, where possible, proportionately. |
| 2.2 | Minimum nature | This CLA has a minimum nature. This means that your employer must apply at least the rules included in this CLA. Deviations in favour of an employee are permitted and must be established in writing. |
| 2.3 | Good employment practices (employer) | <ol style="list-style-type: none">1. Your employer is respectful towards you in terms of conduct and approach as befits a good employer.2. Your employer reacts in writing to a written request regarding your terms and conditions of employment within 4 weeks. |
| 2.4 | Good employment practices (employee) | <ol style="list-style-type: none">1. You act as befits a good employee and you are respectful in your conduct and approach and you comply with the reasonable company rules and work instructions of your employer or supervisor.2. As an employee you inform your employer of arrangements with third parties regarding referrals and recommendations to guests and potential commissions for this. Without written consent of your employer it is not allowed to receive commissions or other fees for the said referrals and recommendations. |
| 2.5 | Establish employment agreement in writing | <ol style="list-style-type: none">1. Your employer is held to establish the employment agreement with you in writing (on paper).2. In this respect it is possible to use the model employment agreements as included in schedule IV. |
| 2.6 | Probationary period | The provisions of the Dutch Civil Code are applicable to a probationary period.

Please note:

<ol style="list-style-type: none">1. A probationary period must always be established in writing in the employment agreement and must be the same for both parties.2. In case of continuation of a fixed-term employment agreement for the same activities a probationary period cannot be stipulated again.

In case of continuation of an employment agreement a probationary period can only be stipulated again if the continuation clearly requires other skills and responsibilities from you. |
| 2.7 | Notice and termination of an employment agreement | The provisions of the Dutch Civil Code and the further provisions set forth in this CLA are applicable to termination of the employment agreement. |

- 2.8 Termination of fixed-term employment agreement
1. A fixed-term employment agreement comes to an end by operation of law following expiry of the period for which it was concluded, without notice being required.
 2. The provisions of the Dutch Civil Code on succession of fixed-term employment agreements are applicable to successive fixed-term employment agreements.
 3. A fixed-term employment agreement can be terminated early if this possibility has been included in the employment agreement. You and your employer must then observe the notice period and the notice rules from the Dutch Civil Code.
- 2.9 Seasonal worker and interval 3 months
- The interval of at most 6 months of [Section 668a of Book 7 of the Dutch Civil Code](#) is an interval of at most 3 months for all seasonal workers as intended in [article 1.10](#) of this CLA.
- 2.10 Notice of expiry or renewal of a fixed-term employment agreement of 6 months or more
1. The statutory provisions on the late notice of offering a new employment agreement or not after expiry of an employment agreement of 6 months or more are applicable in full.

At the latest one month before the expiry of the fixed-term employment agreement of 6 months or more your employer shall inform you in writing:

 - if the employment agreement is renewed or not; and
 - in case of renewal, of the terms and conditions on the basis of which the employer wants to renew.
 2. The notice is not compulsory in case of an employment agreement of less than 6 months.
 3. A late notice renders your (former) employer liable towards you for up to at most one month's wage.
- 2.11 State pension age, dismissal and continue working
1. Your employment agreement comes to an end by operation of law when the state pension age is attained. The latter without any notice being required. This only applies if this has been included in the employment agreement.
 2. Your employer can in other instances give notice of termination of the employment agreement for that reason upon or after the state pension age has been attained, in consideration of a month's notice period. Condition is then that you had already been employed by this employer before attaining the state pension age.
 3. Your employer does not require authorisation from the Employee Implementing Agency (UWV) or the court to terminate the employment agreement on account of the state pension age or other pension dismissal date and hence shall neither be liable to pay a transition payment.
 4. **Please note:** This is different if the employer and the employee stipulated otherwise in a pension dismissal clause. If termination takes place on the basis of a pension dismissal clause, authorisation or consent of the Employee Implementing Agency or the court is not required and a transition payment shall not be liable.

2.12A Deficit hours

1. If at the end date of your employment agreement or at the end of each and every reference period as an employee you worked less hours than the hours that you agreed on (on average) with your employer and they were paid out then you accrued deficit hours.
2. If at the end of the reference period as an employee you still have deficit hours then they shall expire, unless the cause of the deficit hours should reasonably be at your expense. As the occasion arises, you must make up for your deficit hours at the latest within 3 months after expiry of the reference period. After that they expire.
3. If, as an employee, you have deficit hours at the moment that your employment agreement comes to an end (whilst the average number of stipulated hours were paid out by your employer) then your employer can settle the surplus with the final settlement if the cause of the deficit hours should reasonably be at the expense of the employee.
4. If after this settlement a claim of the employer vis-à-vis you remains then you must repay the said debt to your employer within 2 months after the end of your employment agreement.
5. If you have deficit hours as an employee and your employment agreement comes to an end then your employer must schedule you and offer you work up to the end date to the extent that work is available within the company. In this respect your employer must take the interests of potential other employees into account.

2.12B Additional hours

If at the end of each and every reference period you, at the request of your employer, worked, on average, more hours than stipulated then you have accrued additional hours. Additional hours are compensated as time for time within 3 months after expiry of the reference period. If time for time is not possible then your employer must pay out the additional hours at the latest in the month following expiry of this period at 100% of the hourly wage for each and every additional hour worked by you. If your employment comes to an end early and your hours worked can no longer be compensated as time for time then these hours are paid out.

2.13 Work for third parties

1. The employer is held to monitor that you do not work more hours for the same and for other employers than the limits provided by the working hours regulations.
2. A prohibition on ancillary activities is not allowed unless your employer has an objective reason for it. Your employer must substantiate a prohibition to you in writing.
3. As an employee you inform your employer in writing of your plans, in addition to your current job, to start your own business or to start working in the employ of another employer or start expanding the work for another employer.

2.14 Business assets

1. You use the business assets entrusted to you in a proper way. You return any and all business assets and company clothing, which are owned by your employer, clean and in a good state when your employment agreement comes to an end.
2. If you cause damages to the business assets made available to you due to recklessness or intent then your employer has the possibility of recovering these damages from you.
3. The employer is entitled to request you for a security deposit for the availability of company clothing and materials that you receive on loan for the performance of your activities.
4. **Please note:** If your employer requests you for a security deposit then the employer must include this in the employment agreement stating the amount of the security deposit.

2.15 Confidentiality

Both during the employment agreement and after the end thereof you are held to observe absolute confidentiality in respect of any and all facts and particulars regarding the company that may prejudice the business interests if disclosed. In case of a violation of this obligation your employer is entitled to compensation.

2.16 Compliance

Are you of the opinion that your employer is not complying with the working hours rules of the CLA and if so repeatedly? Then you can refuse your work if it exceeds the limits of the Dutch Working Hours Act. This has no other consequences. Consult a colleague or discuss this with your employer in case of doubt.

Topic 3 My Working Time

- 3.1 Regulations
1. You and your employer must comply with the statutory rules for working hours and the rules established about this in the CLA.
 2. You can find more information in [schedule I](#) to this CLA. Here you can find a complete overview of all shifts and limits per age group according to the statutory rules for working hours.
- 3.2 Peaks and troughs
- Together with your employer you give substance to your working hours within the normal working time. It is possible to work more or less than 38 hours per week within the normal working time.
- 3.3 Duty and work roster
- Your employer prepares a duty and work roster. The employer prepares this roster at least 3 weeks in advance.
- 3.4 Adjustment of duty and work roster
- Once your employer has established the duty and work roster after consultation with you but the business conditions render it necessary then your employer can, after consultation with you, reasonably adjust the duty and work roster.
- 3.5 Registration
- Your employer is (also statutorily) held to keep a clear registration of the working and rest times. On your request, your employer provides an overview of the hours worked and the rest periods.
- 3.5A On-call agreement, call and wage
- If you are employed according to the on-call agreement of [article 1.9](#) of this CLA then a call notice of at least 24 hours in advance applies. If the call takes place later than 24 hours in advance then you do not need to comply with the call.

This period of 24 hours also applies to the indebtedness of wage in case of cancellation or change of the call. If the call is cancelled or changed within the period of 24 hours then your employer is liable to pay the wage for the said cancelled or changed call.

This scheme represents a workable period for hotel, restaurant and café activities pursuant to the on-call agreement. That is why this CLA deviates from the periods according to [Section 628a Subsection 4 of Book 7 of the Dutch Civil Code](#).

If you are employed on the basis of an on-call agreement and you cannot with a call because you already have another work arrangement or need to follow a class or take a preliminary examination or an examination then you can refuse that call. As the occasion arises, you must inform your employer immediately with the call, or at least 24 hours in advance, in writing or electronically.

Please note: If you are a reasonable worker climate and nature as intended in [article 1.10a](#) of this CLA then the period of 24 hours in advance does not apply to your employer and neither the obligation for your employer to pay salary if the call is cancelled or changed. This is possible according to [Section 628a Subsection 11 of Book 7 of the Dutch Civil Code](#).

- 3.5B On-call agreement offer working hours every time after 12 months
- If you are employed on the basis of the on-call agreement of [article 1.9](#) of this CLA then your employer is held to make you an offer for a fixed scope of employment within one month, every time after 12 months. The offer comprises at least the average scope of employment of the past 12 months. This offer cannot deviate from the obligation to continue payment of the salary. You then have one month to accept or refuse the said offer. The offer still applies if an employment agreement is concluded within 6 months. Apart from this mandatory offer your employer can also make another offer.
- The choice to accept or refuse the mandatory offer, or refusal and acceptance of another offer, is up to you. If you accept the mandatory offer then there is no longer question of an on-call agreement and the provisions from the on-call agreement that are specifically related to the same shall expire.
- Please note:** The mandatory offer does not apply if your are a seasonal worker climate and nature, as described in [article 1.10a](#) of this CLA. This is possible according to [Section 628a Subsection 11 of Book 7 of the Dutch Civil Code](#).
- 3.5c Notice period On-call agreement
- If you have an on-call agreement as intended in [article 1.9](#) of this CLA then a notice period of 24 hours applies to you. If you are a seasonal worker climate and nature then a notice period of four days applies to you. This derives from [Section 672 Subsection 5 of Book 7 of the Dutch Civil Code](#).
- 3.6 Working on Sunday and equivalent days
1. The nature of the work in the hotel, restaurant and café establishment implies that you may also work on a Sunday (and on equivalent days). You can then be scheduled on all Sundays. Through signature of the employment agreement you agree with this.
 2. If you are scheduled on a Sunday then you must work on that Sunday.
 3. If you basically work on Sundays and you do not want to be scheduled for a weekend then you are entitled to request your employer this. The employer must also permit this if:
 - In an advancing period of 12 months you work (worked) at least 39 Sundays.
 - The business conditions also make this possible.
- 3.7 Average 5-day working week
1. The duty and work roster takes an average 5-day working week into account and aims for fixed rest days and regular 2 consecutive weekly rest days.
 2. The employee shall, in any case, have at least 2 consecutive rest days once every two weeks.
 3. The scheme of [article 3.6](#), paragraph 3, regarding the right not to be timetabled for a weekend, remains applicable.

- 3.8 Night work
1. A night shift is a shift when more than one hour of work is performed between 00:00 o'clock and 06:00 o'clock.
 2. Your employer organises the work such that in every period of
 - 52 consecutive weeks work in a night shift that ends after 02:00 o'clock is performed a maximum of 140 times
 - or
 - 2 consecutive weeks work is performed for a maximum of 38 hours between 00:00 o'clock and 06:00 o'clock
 3. The other provisions on night duties are applicable in full (see working hours table in [schedule I](#)). This also applies to entertainment establishments where work is exclusively or basically performed in a night shift.
- 3.9 On-call duty at a lodging establishment (hotel) Your lodging employer can schedule you in on-call shifts if this is required on the basis of safety or management rules and these shifts cannot be avoided by organising the work in a different way. You are then present at the workplace but only work in case of a call, if so required. This also applies in case of a call of a guest to act.
- 3.10 Working time on-call duty If on average you perform one or more on-call shifts per week then your working time per period of 12 months is 2,496 hours instead of the normal working time. The remuneration is regulated further in [article 4.13](#) and [article 4.14](#).
- 3.11 Public holidays There are 9 public holidays: New Year's Day, Easter Sunday and Monday, King's Day, Ascension Day, Whit Sunday and Monday and Christmas and Boxing Day.
- 3.12 Public holiday allowance For the actual work in a shift that starts on a public holiday with the shift continuing after 24:00 o'clock the following allowance applies:
- Time for time: for every hour of work on the public holiday with continuation of the shift: 1 hour of alternative time off on full wage.
 - Time for time within 3 months after the public holiday not possible: 50% allowance on the hourly wage of the hours worked on the public holiday and the time for time expires.

The public holiday allowance is not applicable to the employee who is not a skilled worker (yet).

Explanation: Does the public holiday fall on your standard scheduled day off or is the business closed on the public holiday? In that case you do not receive compensation. Does the public holiday fall on your standard working day but are you not working that day because the business is closed? Then you do not accrue deficit hours and you have paid time off.

3.13 Overtime

1. It may occur that you perform activities at the request of your employer as a result of which you work more hours during the reference period than the normal working time, the working time in case of on-call duties or a longer stipulated working time.
2. The hours by which the normal working time, the working time in case of on-call duties or a longer stipulated working time is exceeded.
3. Your employer cannot require you to perform more than 10% of overtime during the reference period, assuming the normal working time. If the total number of hours worked exceeds 2,173 hours then you can refuse a request to work overtime.

3.14 Overtime allowance

The following allowance applies to established overtime hours:

- A. Time for time: for every overtime hour an hour of time off on full wage.
- B. If time for time is not possible within 3 months after determination of overtime then your employer must pay out the overtime hours at the latest in the month following expiry of this period at 100% of the hourly wage for each and every hour of overtime worked by you.
- C. If your employment comes to an end early and your overtime hours can no longer be compensated as time for time then these overtime hours are paid out.

3.15 Holidays

1. The holiday year runs from 1 June up to and including 31 May. The holiday year is the period in respect of which your holidays / hours are calculated and in respect of which you basically receive the holiday allowance.
2. Your employer can also use the period from 1 January up to and including 31 December as the holiday year for holidays / hours. This choice must then apply to all employees within the company.
3. The payment of the holiday allowance can take place periodically or once a year, usually with the salary payment over the month of May or June.

- 3.16 Accrual of holiday hours
1. Statutory holidays hours:
You are entitled to holidays up to four times your stipulated working time per week. Per hour that you are entitled to wage, you consequently accrue 0.0769 holiday hour.
 2. Calculation method:
In case of a normal working time you work 1,976 hours for every period of 12 months. This is an average of 38 hours per week. This is an average of 4 x 38 holiday hours = 152 holiday hours per period of 12 months. Per hour this is: $152/1,976 = 0.0769$ hour. Per hour you consequently accrue 0.0769 holiday hour. In a full-time situation 152 hours are 20 days per annum (four times the average of 5 days per week).
 3. Extra-statutory holidays:
You are entitled to 5 extra-statutory holidays per year: per hour that you are entitled to wage you consequently also accrue 0.0192 holiday hour.
 4. Calculation method:
In case of a normal working time you work 1,976 hours for every period of 12 months. This is an average of 38 hours per week. You are therefore entitled to 1 x 38 holiday hours = 38 extra-statutory holiday hours per period of 12 months. Per hour this is: $38/1,976 = 0.0192$ hour. Per hour you consequently accrue 0.0192 extra-statutory holiday hour.
In a full-time situation 38 hours are 5 days per year.
 5. On balance you accrue, for every working hour (in respect of which you are entitled to wage or entitled to compensation according to the overtime scheme or the public holiday scheme), 0.096 statutory and extra-statutory holiday hour (rounding of 0.0961 when adding up 0.0769 and 0,0192). This also applies if you work on a part-time basis.

Please note:

6. You do not accrue holiday hours in respect of the hours for which public holiday allowance or overtime allowance in cash is provided.

The following also applies here:

7. The statutory provisions regarding the accrual, the expiry and the prescription of holiday entitlements in respect of periods that you are not entitled to wage.
8. The statutory provisions regarding the accrual, taking and expiry of (statutory) holiday entitlements, also in respect of periods that you are unfit for work.

3.17 Holiday hours of apprentice

If you are an apprentice then you also accrue holiday hours in respect of the hours that you go to school. It regards the hours that are - unpaid - part of your employment agreement. Also see [article 5.4](#) under 3.

3.18 Duration of a holiday

1. The duration of a holiday amounts to the average number of worked hours per week divided by the average number of worked days per week.
2. You calculate the average number of worked hours per week and the average number of worked days per week over the full duration of the employment agreement, with a maximum of the last worked 52 weeks.

- 3.19 Consecutive holidays
1. You are entitled to a holiday period of 3 consecutive weeks.
 2. You can request your employer to limit the consecutive holidays to 2 weeks. Your employer can also agree on this if the activities necessitate this. In that case you are entitled to another consecutive holiday of 1 week.
- 3.20 Establishment of a holiday
1. As an employee you establish the start and end time of the holiday and holiday days in consultation with your employer.
 2. Your employer can, in case of a balance in respect of the holiday year of more than the extra-statutory holiday hours, designate the times that the said hours are taken.
- 3.21 Change of the holiday period
- Your employer can, in consultation with you, change the previously established period of a consecutive holiday. There must, however, be question of a compelling reason(s). Your employer must then compensate you for the damages that you consequently demonstrably incur.
- 3.22 Holiday entitlements stand-in workers
1. The employer can pay the stand-in worker the accrual for holidays (the holiday allowance) by way of allowance simultaneously with the wage. The allowance(s) shall then be accounted for separately on the payslip. In that case the stand-in worker may and can establish and take holidays but no longer receives an allowance for this because this has already been paid simultaneously with the previous wage.
 2. If the accrual of holidays and/or holiday allowance is paid simultaneously with the wage then 10.64% on the hourly wage is paid for holidays and 8.85% on the hourly wage for holiday allowance.
- 3.23 Special leave on full wage
- In the following instances you are entitled to special leave on full wage, unless the special leave coincides with a working day on which you usually do not work:
1. 4 days, however in any case the day of death up to and including the day of the funeral, in case of the death of your partner or (step-)child
 2. 2 days in case of the death of one of your parents (parents-in-law)
 3. 1 day in case of the funeral or cremation of your brother, brother-in-law, sister, sister-in-law or personal grandparent
 4. 1 day in case of your marriage or the conclusion of a registered partnership or that of your (step-)child, brother, sister or parent (parent-in-law)
 5. 1 day in case of your 25th, 40th, 50th or 60th wedding or registered partnership anniversary or that of your children, parents (parents-in-law) or grandparents
- You take the leave on the day of the event. In case of multiple leave days you take them successively.

Topic 4 My Job and Remuneration

- 4.1 Job classification
1. Your employer uses the Manual Reference Jobs Hotel, Restaurant and Café Industry for the job classification, see www.referentiefunctieshoreca.nl.
 2. Your employer establishes a business function by preparing a description of the most important duties and responsibilities that are assigned to you.
 3. Your employer compares the business function to the reference jobs in the most appropriate job category occurring in the Manual and determines with what reference job(s) the business function is best in line.
 4. Your employer then classifies the business function in a job category and is responsible for a correct classification of the business function.
 5. Your employer informs you in what job category the business function to be fulfilled by you has been classified and with what reference jobs the business function was compared. The job category is also mentioned in the written employment agreement.

Exception:

6. If you are not a skilled worker then you are not classified in a job category in conformity with the method described above.
 7. The job and being a skilled worker or not are included in your employment agreement.
- 4.2 Dispute about classification
1. If as an employee you do not agree with the classification or if you are of the opinion that your business function changed to such degree that the classification must be revised then you try to reach a solution in proper consultation with your supervisor.
 2. If you do not have a supervisor then you consult with your employer.
- 4.3 Performance of activities
1. You can be asked to perform activities other than your usual activities if the employer deems this to be required. You must comply with this kind of request.
 2. Your employer limits this to the activities that can reasonably be requested of you.

- 4.4 Performance and evaluation of the performance
1. Your performance is important to the company and to yourself. That is why feedback is provided about your performance.
 2. Upon commencement of your employment you agree on work arrangements with your supervisor or your employer and you discuss your personal development.
 3. You hold a progress interview at least once a year during which you evaluate and, where required, adjust the cooperation and the progress of the (work) arrangements from the assessment interview.
 4. You discuss your performance and the results of the past period at least once a year.
 5. Together, you determine the performance targets that are normative.
 6. You can agree on arrangements about the participation in training, the recognition of acquired competencies (EVC), training, workshops, etc. Or about obtaining a training recommendation as well as the leave to be taken for this.
- 4.5 Assessment of the performance
1. The employer uses a uniform assessment system and communicates the said system within the company prior to the assessment.
 2. The employer informs you in advance about the assessment method and the associated increase, where applicable.
 3. Your employer establishes the outcome of the assessment, the performance objectives and the mainlines of the potential action plan in writing.
 4. If you perform modestly or unsatisfactorily then your employer prepares an action plan. This action plan focuses on improvements as a result of which it is expected that a subsequent assessment can be satisfactory.
- 4.6 Job change
- Your employer can change the stipulated position reasonably and equitably in case of changed circumstances, permanent unsatisfactory performance or in relation to an action plan after consultation, with potential reasonable transitional arrangements. This is established in writing.
- 4.7 Wage Fully competent skilled worker
1. If you are a skilled worker and also fully competent aged 21 or over then you receive at least the basic wage of the wage scale that pertains to the job category in which your business function has been classified. Upon commencement of your employment you basically receive the basic wage of your wage scale.
 2. Effective from 1 January 2024 the following wage agreements apply:
 - A. The basic and final wage of job category I are set at the amount of the statutory minimum wage and follow that trend.
 - B. The basic wage of job category II is also set at the amount of the statutory minimum wage and follows that trend.
 - C. A percentage increase is linked to job categories II and higher with which the basic wages (with the exception of job category II) and interim increments are increased. The final wages of these job categories are set at the amount that exceeds the last increment by 2%.

D. The percentage increases linked to the job categories are

Job category	Percentage increase
II	9,5%
III	10,5%
IV	12%
V	12%
VI	9%
VII - XI	8%

- E. The scope of the wage increase depends on your actual wage on 31 December 2023. This wage is multiplied by the percentage increase, as intended in paragraph 2 under D, pertaining to your job category, after which you are classified in the new wage table as applicable on 1 January 2024. If your wage falls between two increments then you are classified in the first following higher increment in your job category.
- F. If you, according to [article 4.11](#), comply with the conditions to qualify for an increment then in addition to the amount as calculated in paragraph 2 under E you are allocated an additional increment. This is then your new wage.
- G. Your new wage cannot exceed the final wage in the new wage table, unless you and your employer agree on different arrangements about this.
- H. Do you have a wage on 31 December 2023 that exceeds the final wage applicable on 1 January 2024 then you are not entitled to a wage increase.

3. Exceptions:

- A. An employer who allocated an additional structural wage increase beyond the CLA to you in the period between 1 July 2022 and 31 December 2023 can settle this with the wage increase as intended in paragraph 2 under E. This can never result in a negative settlement.
- B. Did you enter into the employ of a new employer on or after 1 January 2023 then the actual wage on 31 December 2023 is, in derogation from paragraph 2 under E, compared to the basic wage in the new wage table pertaining to the job category in which you have been classified.
1. If the wage is higher than the basic wage then you receive a wage that pertains to the first following higher increment. If you, according to [article 4.11](#), comply with the conditions to qualify for an increment then in addition to the aforementioned amount you are allocated an additional increment. This is then your new wage.
 2. If the wage is lower than the basic wage then your wage is supplemented up to the new basic wage.

4. The manner that the new wage must be calculated and what factors are relevant in this respect is explained in [schedule II](#) to this CLA. You can also find the wage structure as at 1 January 2024 there.

- 4.8 Wage not fully competent skilled worker If you are a skilled worker and are therefore aged 18 and over, but have not attained the fully competent age of 21, then you receive at least the percentage of the basic wage of the job category in which your business function has been classified belonging to your age. These percentages are:
- 21 years: 100%
 - 20 years: 90%
 - 19 years: 80%
 - 18 years: 70%
- The percentage with your age applies from the day of your birthday.
- 4.9 Wage unskilled worker and apprentice If you are a BBL student or not a skilled worker then you at least receive the basic wage in case of job group I with the following CLA youth wage percentages linked to the minimum (youth) wage applicable to you. The lower BBL graduated scale is not applied.
- 21 years: 100%
 - 20 years: 85%
 - 19 years: 75%
 - 18 years: 65%
 - 17 years: 55%
 - 16 years: 45%
 - 15 years: 35%
- The percentage with your age applies from the day of your birthday.
- 4.10 Wage stipulated working time is more than normal working time (1.23) or part-time
1. If you, according to [article 1.23](#), under 2, stipulated a working time with your employer that exceeds the normal working time then you are proportionately entitled to a higher wage than the amounts that are included in the wage table of [schedule II](#).
 2. The proportionality also applies in case of part-time employment, however in that case proportionately less.
- 4.11 Increment skilled workers
1. From 1 January 2023 the skilled worker with an actual wage between basic and final salary on 31 December of the previous year is annually entitled to a wage with the next new increment of 2%.
 2. Condition: On 1 January you were employed as a skilled worker in the same business function, at the same employer, for at least a full calendar year.
 3. An increment shall not be payable if the employee has performed moderately or inadequately for two consecutive years on the basis of the assessment of [article 4.5](#).
 4. The increments are included in the wage table from 1 January 2023 as fixed numbered increments. From 1 January 2023 you must mandatorily have been classified in an increment. The following was determined for this: the actual wage on 31 December 2022 applies to classification from 1 January 2023. This wage is integrated into the numbered increment of the wage table of 1 September 2022. In case the conditions are met, the wage with the next numbered increment shall apply from 1 January 2023.

From 1 January 2024 you are classified again, on the basis of [article 4.7](#), in an increment based on the new wage table. As a consequence, the increment number can change. Your employer informs you in writing in what job category and increment you have been classified.

5. Instead of the fixed increase, the employer can apply its own increment, provided that the statutory participation and consent pursuant to the Dutch Works Councils were applied to the implementation of this system. In addition, this must be communicated to all employees.
- 4.12 Night-work allowance front office lodging establishments
1. You receive a night shift allowance for night shifts in business functions for front office in lodging establishments if the shift does in any case include the consecutive hours between 00:00 o'clock and 06:00 o'clock.
 2. The allowance is 10% of the hourly wage for every hour of the complete night shift, also for the hours before 00:00 o'clock and after 06:00 o'clock.
- 4.13 Hourly wage for on-call duty
- Deviating calculation in case of on-call shifts:
- If, on average, you perform one or more on-call shifts per week then your hourly wage amounts to the applicable statutory minimum (youth) wage.
- 4.14 Remuneration for call during on-call duty
- If you are called during an on-call shift then this time is paid according to the regular hourly wage. One or more calls within an hour count as an hour.
- 4.15 Withholdings from wages
- Your employer can perform withholdings from the wage according to the relevantly applicable rules. These withholdings can originate from the law or from individually stipulated arrangements with your employer. This also includes the recovery of half of the differentiated premium for the Dutch Return to Work (Partially Disabled Persons) Regulations.
- The net payable wage cannot be less than the net equivalent of the minimum (youth) wage and that amount must also be paid to the bank account of the employee by funds transfer.
- 4.16 Holiday allowance
1. You are entitled to 8% holiday allowance. The allowance is calculated on the wage that you earned in the holiday year at your employer. This does not include incidental allowances, bonuses and remuneration in kind. In this respect it is noted that the sum of the wage and the holiday allowance over all worked hours in the holiday year must amount to at least 108% of the minimum wage.
 2. The holiday allowance is paid at the latest in June of a year.
- 4.17 Payslip
- You receive an overview from your employer on every payslip (or attached breakdown) that shows the total number of worked hours in the wage payment period including the unworked hours in respect of which wage was paid (e.g. in case of sickness, holidays or time for time). The payslip also mentions the stipulated working time or whether there is question of an open-term agreement that was concluded in writing and whether there is question of an on-call agreement according to [Section 628a of Book 7 of the Dutch Civil Code](#) and as described in [article 1.9](#) of this CLA. Moreover, the other obligations in respect of the payslip of [Section 626 of Book 7 of the Dutch Civil Code](#) are applicable. At your request the employer must provide a breakdown.

4.18 Wages on unworked
hours stand-in worker -
zero hours

If you are a stand-in worker - zero hours according to [article 1.9a](#) of this CLA then there is no obligation to pay salary when work is not available, both during the first 26 weeks and thereafter, also in case of consecutive agreements. This exception is possible according to [Section 628 Subsection 7 of Book 7 of the Dutch Civil Code](#). This exception is required due to the practical business operations in the hotel, restaurant and café industry.

A seasonal worker or seasonal worker climate and nature can simultaneously be a stand-in worker - zero hours. This follows from the employment agreement.

Topic 5 My Development

5.0 Social agenda

The hotel, restaurant and café industry is human work. To be sustainably successful as an industry it is essential that the hotel, restaurant and café industry can quantitatively and qualitatively dispose of enough people. This is a challenge in a labour market under pressure!

The CLA parties agreed on arrangements to evaluate, update and simplify the job assessment and the thereto-pertaining wage structure and to provide it with an appropriate wage structure. Implementation takes place by the CLA parties during the term of this CLA. On 1 January 2025, a new wage structure and job classification system are implemented.

The hotel, restaurant and café industry gains from good labour relations, employment, education, vocational courses, inflow advancement, and working conditions in the industry. To stimulate this, the social partners agreed to jointly set up a platform. This development platform for the hotel, restaurant and café industry is set up as soon as possible, however not before 1 July 2024. In the first quarter of 2024 the social partners start the discussions about the establishment and organisation, objectives, and funding of the fund. A separate CLA is concluded for this. The maximum contribution shall not exceed 0.2% of the wage bill, in the course of which the contribution distribution between the employer and the employee shall be 50-50%. With this arrangement the arrangement about the individual learning account, included in the previous CLA, expires.

5.1 Development budget

1. Per calendar year your employer establishes a budget for the costs of development of employees.
2. The budget amounts to at least 2% of the cumulative annual wage bill of the company before payroll tax and national insurance contributions.
3. Your employer uses this budget for settling in, participation in education, training (including training required for the job or the company), or acquisition of career advice and for support and realisation of development arrangements of the assessment interview.
4. **Please note:** If you work at a starting company then your employer is not held to establish a development budget until the company has been in place for at least a full calendar year.

5.2 Work placement company

As an apprentice you can only be employed in a hotel, restaurant and café establishment that has been recognised as a work placement company by or on behalf of the SBB for the qualification for which you are trained.

5.3 Practical training agreement

The work placement company must see to it that a practical training agreement of the educational institution is concluded between the employer, the educational institution and you as the apprentice.

Please note: If you are younger than 16 then your legal representative shall sign.

- 5.4 Employment agreement with work placement company
1. Apart from your practical training agreement you conclude, as an apprentice, an employment agreement with your work placement company for at most 12 months. It is noted that apart from the training interest, the business interest is also decisive.
 2. Several subsequent employment agreements can be concluded with the same work placement company, on condition that your practical work experience can be continued at the same work placement company.
 3. Within your employment you have an average of 6 hours per week for school visits or other manners of participating in theoretical training. The hours dedicated to school visits are qualified as working time. Wage is not payable in respect of these school hours.
 4. During school holidays the work placement company continues payment of your wage in respect of the hours that are meant for school visits or other manners of participating in theoretical training. Condition is, however, that you make yourself available for duties in a timely fashion and that you, if so desired, also carry out the same.
 5. If you terminate your employment early in case of cluster education then the work placement company shall calculate the salary to which you are still entitled. This takes place on the basis of the actual number of worked hours.
 6. In case of a difference between the wage to which you are entitled on the basis of the actual number of worked hours and the wage that was actually paid, settlement takes place.

- 5.5 Working time of apprentice
1. An employer cannot oblige an apprentice to work at the work placement company on a day on which he has had 6 hours of training.
 2. The working time for apprentices amounts, for both the apprentice aged 18 and over and the apprentice aged 16 and 17, to:
 - 1.976 hours per period of 12 months, including the standard hours for school time
 - and
 - on average not more than 38 hours per week over every 13 weeks, including the standard hours for school time.

Please note: For specific rules about working hours for young people reference is made to [schedule I](#).

- 5.6 Link practical training agreement and employment agreement for apprentice
1. The employment agreement for apprentices and the practical training agreement are linked to each other. This implies that the employment agreement comes to an end as soon as the practical training agreement comes to an end.
 2. If the practical training agreement comes to an end as an examination is passed or partial certificates are obtained then the employment agreement comes to an end on the last day of the term of the employment agreement.
 3. The practical training agreement of apprentices to whom the Dutch Adult and Vocational Education Act applies, also comes to an end in pursuance of the provisions set forth in the practical training agreement.

- 5.7 Already employed and becoming an apprentice During your employment you can be qualified as an apprentice. This is possible if you have an open-term agreement. In that case the employment agreement remains in full force and effect, also when the practical training agreement expires or is terminated.
- 5.8 Apprentice trainer
1. The apprentice trainer is the person within a recognised work placement company who provides for the practical part of a vocational training (Dutch Adult and Vocational Education Act).
 2. The apprentice trainer is given the opportunity to attend the quality promotion meetings of the SBB and the apprentice trainer meetings of the ROC during working time for a maximum of 4 times half a day a year.
 3. On this kind of day the apprentice trainer can only be obliged to be active in the work placement company for a maximum of half a working day.
 4. The employer reimburses the apprentice trainer for the incurred travel expenses in connection with the SBB meetings. The allowance amounts to the fare of the return journey on the basis of the fare of the lowest class of public transport.
- 5.9 Trainees
1. A traineeship has the objective of gaining relevant experience under supervision within a traineeship company. The responsibility for the traineeship is vested in the training institution. The traineeship is of an educational and preparatory nature.
 2. Your employer must, if a trainee is employed within the company, see to it that the theoretical and the practical component of the training of the trainee are in equilibrium. This implies that a trainee can carry out activities within the company. However on condition that the trainee can gain the theoretical and practical experience that is required for their training.
 3. In the event of a traineeship, a traineeship agreement is concluded by and between the training institution, the employer, and you in which the following is, in any case, established:
 - start and end of the traineeship;
 - the nature of the activities that you are going to perform as a trainee in conformity with the traineeship assignment;
 - who is going to act as the mentor;
 - working hours;
 - when and how the traineeship shall be evaluated;
 - if and if so what allowances you receive as a trainee.
 4. Employers make an effort to make as many traineeship places available as possible.

5.10 Traineeship allowance

1. You receive a minimum traineeship allowance per month of € 350.00 gross in case of a full-time traineeship week, if the traineeship is performed in the context of a training at the level of Higher Professional Education (HBO) or Senior Secondary Vocational Education (MBO) (pre-vocational learning pathway).
2. As a trainee you are, by law, insured for the Dutch Disablement Assistance Act for Handicapped Young Persons and the Dutch Sickness Benefits Act if you receive a traineeship allowance. If you receive a traineeship allowance that equals the statutory minimum wage and you start working as a regular employee then you are also insured for the Dutch Unemployment Insurance Act and the Dutch Work and Income (Capacity for Work) Act. As everyone else you are, as a trainee, required to take out insurance for the basic package under the Dutch Healthcare Insurance Act.

Topic 6 My Choice

6.1 Objectives permissible for tax purposes

1. You can exchange terms and conditions of employment (sources) for the use of or to finance objectives permissible for tax purposes.
2. The exchange must comply with the payroll tax and national insurance contributions guideline and must be established in writing in a supplementary employment agreement.
3. At your written request, with the evidence of the trade union, your employer settles the annual contribution once a year upon simultaneous reduction of the monthly salary by the same amount.



Topic 7 My Vitality

- 7.1 Waiting day in case of sickness absence
1. If you are sick then you receive your wage over all days that you are sick, barring the first day of your sickness. This waiting day applies per case of sickness.
 2. A sickness notification within 4 weeks after earlier resumption of work qualifies as the same case of sickness. That is why it is not possible to apply another waiting day.
 3. The waiting day is not applied in case of sickness resulting from an industrial accident or resulting from aggression and violence against the employee. Application of this leniency rule does in itself not imply acknowledgement of guilt or liability.
 4. Your employer can also deduct the waiting day by writing off an extra-statutory holiday or holiday hours.
- 7.2 Continued wage payment in case of sickness
1. If you are sick you receive:
 - 1.1. The statutory continued wage payment during a period of at most 104 weeks of 70% (over the first 52 weeks at least the statutory minimum (youth) wage applicable to you) ([Section 629 of Book 7 of the Dutch Civil Code](#)).
 - 1.2. And in addition, on conditions, a supplement (reference is made to [article 7.3 Rules in case of sickness](#)):
 - up to 95% of the monthly wage during the first 52 weeks.
 - up to 75% of the monthly wage during the subsequent 52 weeks.
- Please note:** The statutory continued wage payment for an employee who has attained the state pension age amounts to at most 6 weeks and in those instances the supplement is also limited to at most 6 weeks.
2. The supplement as intended in [article 7.2](#) under 1.2. is not applicable in the month prior to the end of the employment if the sickness is reported after having given notice of termination of the employment agreement or notification of renewal of the agreement or not.
 3. You can never receive more on account of continued wage payment and supplement than the maximum daily wage according to the Dutch Social Insurance (Funding) Act.

- 7.3 Rules in case of sickness
1. To claim the supplement to your wage up to, respectively, 95% and 75% you must comply with some conditions:
 - A. You comply with the rules in case of sickness
 - B. You lend cooperation in reintegration within or outside of the company
 - C. You lend cooperation in potential recovery from third parties for continued payment of wages and supplement
 - D. Your incapacity for work is not the result of a not medically required intervention
 - E. Your sickness or incapacity for work is not an established consequence of intent, gross culpability and/or reproachable negligence on your part
 2. Non-compliance with these conditions implies no (more) supplement.
 3. In case of sickness at the end of the employment or within 4 weeks thereafter you are held to report this to your (former) employer and you are held to comply with the rules in case of sickness. Non-compliance will make you liable vis-à-vis your (former) employer.
- 7.4 Rules
- If, in consultation with employees, employee representative body or works council, the employer did not establish written rules in case of sickness then the rules as included in [schedule III](#) apply.
- 7.5 Fluctuating number of working hours
1. If you are dealing with a fluctuating number of working hours then the level of your wage is related to the average number of worked hours over a period of 13 weeks prior to your first sick day.
 2. If the period of 13 weeks does not appear to be a correct criterion for establishing the wage then a time frame of 13 four-week periods or 12 months is assumed.
 3. If the period of 13 weeks does not appear to be a correct criterion for establishing the wage then a time frame of 13 four-week periods or 12 months is assumed.
 4. If you have been working for less than 13 weeks and you fall ill then the level of your wage is based on the average number of stipulated hours as established in your employment agreement.
- 7.6 Full or partial resumption of work
1. If there would be question of full or partial resumption of work then the (monthly) wage is paid in proportion to these activities.
 2. This wage is supplemented by the applicable percentage (95% or 75%) over the difference between the stipulated (monthly) wage and the (monthly) wage in case of resumption of work.

- 7.7 Right of recourse
1. If the sickness of an employee is (also) caused by a third party and this third party can be held liable for this then the employer is entitled to compensation.
 2. If you, as an employee, are sick due to an accident then you are obliged to lend your cooperation in the examination of the actual circumstances of the accident. You must also lend your cooperation in the collection of data that are required for your employer to obtain said compensation.
- Please note:** If you do not lend your cooperation in the right of recourse then you lose your claim to the supplement to the statutorily compulsory continued wage payment and to the supplement to the statutory benefit.
- 7.8 Customised rules
- Your employer can stipulate customised rules as intended in [Section 14 of the Dutch Working Conditions Act](#). Failing a formal participation body consent of the employee representative body must have been established in writing.
- 7.9 Health and safety officer
1. If more than 25 employees are employed your employer shall appoint an employee as health and safety officer.
 - A. This employee lends cooperation in the performance and preparation of a risk inventory and evaluation (RI&E), where possible whilst making use of the recognised hotel, restaurant and café industry RI&E.
 - B. He also lends his cooperation in the implementation and enforcement of protective measures and advises in connection therewith, in association with the works council, employee representative body, and/or the employees and company management.
 2. If fewer than 25 employees are employed then your employer can personally carry out the duties of the health and safety officer.
- 7.10 Industry RI&E instrument
- There is an industry RI&E instrument available on www.rie.nl, which the employer can use. This also applies to small businesses.



Schedule I, Working time, shifts and age categories

	Employees aged 18 or older	Employees aged 16 or 17	Employees aged 15 (a 14-year-old is not permitted to work in the hotel, restaurant and café industry)
Working time per duty	<p>12 hours maximum (including overtime)</p> <p>Please note: The possibility is limited by the normal working time of 1,976 hours or rather an average of 38 hours per week in case of full-time employment. Hence, days of 12 hours must be counteracted by days of less hours.</p>	<p>9 hours maximum (including overtime)</p>	<p>Basically no work</p> <p>Permissible: Light non-industrial work, e.g. (auxiliary) activities in the hotel, restaurant and café industry; assisting when waiting tables. If alcohol is served in the establishment then a 15-year-old child cannot work there.</p> <p>Condition: Not during school hours.</p> <p>Please note: The time when the young person is in school (including breaks) is qualified as working time: maximum of 9 hours per duty.</p> <ul style="list-style-type: none"> • On school day: 2 hours • Non-school day and holiday: 8 hours for a 15-year-old and 7 hours for a 14-year-old
Working time per week	<p>60 hours maximum (including overtime)</p> <p>Please note: The possibility is limited by the normal working time of 1,976 hours or rather an average of 38 hours per week in case of full-time employment.</p>	<p>45 hours maximum (including overtime)</p>	<ul style="list-style-type: none"> • In school week: 12 hours maximum • In a holiday week: 40 hours • Maximum of 5 working days per week
Working time per period of 4 consecutive weeks	<p>Average of 55 hours per week.</p> <p>Please note: The possibility is limited by the normal working time in case of full-time employment.</p>	<p>Average of 40 hours per week.</p>	<p>140 hours (35 hours on average)</p>

	Employees aged 18 or older	Employees aged 16 or 17	Employees aged 15 (a 14-year-old is not permitted to work in the hotel, restaurant and café industry)
Working time per period of 16 consecutive weeks	Average of 48 hours per week, without night shifts. Average of 40 hours per week, with night shifts. Please note: the possibility is limited by the normal working time in case of full-time employment.		
Working time per period of 52 consecutive weeks			Holiday weeks per year: <ul style="list-style-type: none"> • For a 15-year-old 6 holiday weeks of which at most 4 consecutive. • For a 14-year-old 4 holiday weeks of which at most 3 consecutive.
Applicability of working time	No restriction	Up to at most 23:00 o'clock	Prohibition on work between 19:00 o'clock and 07:00 o'clock for a 15-year-old and a 14-year-old. Prohibition on work between 21:00 o'clock and 07:00 o'clock for a 15-year-old exclusively during school holidays.
Working time for apprentices, including time for training	Normal working time 1,976 hours per year, at most an average of 38 hours per week, including hours for training, calculated over a period of 13 weeks.	Normal working time 1,976 hours per year, at most an average of 38 hours per week, including hours for training, calculated over a period of 13 weeks.	
Rest hours per day	11 hours (consecutively) (in every period of 7 days of 24 hours: 8 hours, were required in connection with nature of work or business conditions).	At least 12 hours per 24 hours, in any case between 23:00 o'clock and 06:00 o'clock.	For a 15-year-old: at least 12 hours: in any case between 19:00 o'clock and 07:00 o'clock. During holidays (also on Saturdays and Sundays) for a 15-year-old between 21:00 o'clock and 07:00 o'clock.

	Employees aged 18 or older	Employees aged 16 or 17	Employees aged 15 (a 14-year-old is not permitted to work in the hotel, restaurant and café industry)
Rest hours per week	<ul style="list-style-type: none"> • 36 hours (in every period of 7 days of 24 hours) or • 72 hours (in every period of 14 days of 24 hours) <p>Per week there are an average of 2 rest days, basically consecutive, unless this is opposed by operating conditions.</p> <p>Once every two weeks the employee is entitled to at least 2 consecutive rest days.</p>	<ul style="list-style-type: none"> • 36 hours (in every period of 7 days of 24 hours) • 72 hours (in every period of 14 days of 24 hours) <p>Per week there are an average of 2 rest days, basically consecutive, unless this is opposed by operating conditions.</p> <p>Once every two weeks the employee is entitled to at least 2 consecutive rest days.</p>	
Break consecutive working time > 4.5 hours	Half an hour In any case after a working time of 5.5 hours.	Half an hour In any case after a working time of 4.5 hours.	Half an hour In any case after a working time of 4.5 hours.
Break consecutive working time > 10 hours	45 minutes (can be divided into 3 x 15 minutes)	Shift > 9 hours not permissible	Shift > 9 hours not permissible
Working on Sundays	<ul style="list-style-type: none"> • No minimum number of Sundays in every period of 52 weeks on which work is not carried out. • You only work on 40 or more Sundays in every period of 52 consecutive weeks if you agree with the same. 	<ul style="list-style-type: none"> • No minimum number of Sundays in every period of 52 weeks on which work is not carried out. • You only work on 40 or more Sundays in every period of 52 consecutive weeks if you agree with the same. 	<ul style="list-style-type: none"> • If the nature of the work necessitates this and this has been included in the employment agreement. • This is necessitated by operating conditions and the Works Council or employee representative body or concerned employees agree with the same. • Only permissible with parental consent. <p>For parameters see article 4:2 and article 5:2 Further child labour.</p>

Night work	Employees aged 18 or older	Employees aged 16 or 17	Employees aged 15 (a 14-year-old is not permitted to work in the hotel, restaurant and café industry)
<p>Number of night shifts per period of 52 weeks Or per period of 2 consecutive weeks</p>	<p>A shift of which more than a hour of work is carried out between 00:00 o'clock and 06:00 o'clock.</p> <p>140 night shifts (that end after 02:00 o'clock in every period of 52 consecutive weeks) Or At most 38 hours of work between 00:00 o'clock and 06:00 o'clock in every period of 2 consecutive weeks.</p>		
<p>Working time per night shift</p>	<p>A maximum of 10 hours.</p> <p>Deviation possibility: A maximum of 5 times in every consecutive period of 14 x 24 hours, and a maximum of 22 times in every consecutive period of 52 weeks it is possible to:</p> <ul style="list-style-type: none"> • work a maximum of 12 hours per night shift with • after that an uninterrupted rest period of at least 12 hours. 		
<p>Uninterrupted rest hours night shift</p>	<p>At least 14 hours:</p> <ul style="list-style-type: none"> • After the performance of a night shift that ends after 02:00 o'clock <p>Please note: Once in every consecutive period of 7 x 24 hours the rest hours can be reduced to at least 8 hours.</p>		
<p>Uninterrupted rest hours after at least 3 or more subsequent night shifts</p>	<p>At least 46 hours.</p>		
<p>Series of night shifts Permanent night shift (exclusively for entertainment establishments where work is exclusively or basically performed in night shifts)</p>	<p>A maximum of 7 subsequent shifts.</p> <p>At most 20 hours of work:</p> <ul style="list-style-type: none"> • In a night shift that ends after 02:00 o'clock. • In every period of 4 consecutive weeks. 		

	Employees aged 18 or older	Employees aged 16 or 17	Employees aged 15 (a 14-year-old is not permitted to work in the hotel, restaurant and café industry)
On-call duty	As an employer you can only impose an on-call duty to your employee aged 18 or over.		
Maximum duration of on-call duty	A period of at most 24 consecutive hours.		
Maximum number of on-call duties	<ul style="list-style-type: none"> • A maximum of 52 on-call duties. • In every period of 26 consecutive weeks. 		
Average working time on-call duties	<p>On average a maximum of 48 hours per week in every period of 26 consecutive weeks.</p> <p>Deviations: Only in consultation with your employee:</p> <ul style="list-style-type: none"> • Up to a maximum of on average 60 hours per week. • In every period of 26 consecutive weeks. <p>Please note:</p> <ul style="list-style-type: none"> • You establish the arrangement in writing. • It applies for a period of 26 weeks. <p>The arrangement is every time automatically renewed for the same period, unless the employee expressly indicated in time not to agree with renewal. The employer is held to keep a register of all employees with whom this kind of arrangement has been agreed on.</p> <p>This average comprises both the hours during which work is actually carried out and the hours when there is merely question of compulsory presence.</p> <p>This average also applies when the on-call duty fully or partly comprises night work.</p>		

Uninterrupted rest hours on-call duties	Employees aged 18 or older	Employees aged 16 or 17	Employees aged 15 (a 14-year-old is not permitted to work in the hotel, restaurant and café industry)
	<p>At least 11 uninterrupted hours (both prior to and following an on-call duty)</p> <p>And</p> <p>At least 90 hours in every consecutive period of 7 times 24 hours, including:</p> <ul style="list-style-type: none"> • An uninterrupted rest period of at least 24 hours • And 6 uninterrupted rest periods of at least 11 hours where uninterrupted rest periods can be consecutive. 		

Schedule II, CLA for the hotel, restaurant and café industry from 1 January 2024

Final salaries skilled worker	I = WML	II	III	IV	V	VI	VII	VIII	IX	X	XI
Increment 12	€ 2.185,13	€ 2.273,41	€ 2.433,92	€ 2.617,96	€ 2.858,07	€ 3.100,47	€ 3.465,95	€ 3.795,06	€ 4.220,09	€ 4.599,85	€ 5.013,88
Increment 11							€ 3.397,99	€ 3.720,65	€ 4.056,22	€ 4.421,23	€ 4.915,57
Increment 10					€ 2.802,03	€ 3.039,68	€ 3.331,36	€ 3.647,69	€ 3.976,69	€ 4.334,54	€ 4.724,69
Increment 9					€ 2.747,09	€ 2.980,07	€ 3.266,04	€ 3.576,17	€ 3.898,71	€ 4.249,55	€ 4.632,05
Increment 8				€ 2.566,62	€ 2.640,42	€ 2.864,35	€ 3.139,21	€ 3.437,30	€ 3.747,32	€ 4.084,54	€ 4.452,18
Increment 7				€ 2.516,30	€ 2.588,65	€ 2.808,19	€ 3.077,66	€ 3.369,90	€ 3.673,85	€ 4.004,45	€ 4.364,89
Increment 6				€ 2.466,96	€ 2.537,89	€ 2.753,13	€ 3.017,32	€ 3.303,83	€ 3.601,81	€ 3.925,93	€ 4.279,30
Increment 5			€ 2.386,19	€ 2.418,59	€ 2.488,13	€ 2.699,15	€ 2.958,15	€ 3.239,05	€ 3.531,19	€ 3.848,95	€ 4.195,39
Increment 4			€ 2.339,41	€ 2.371,16	€ 2.439,34	€ 2.646,22	€ 2.900,15	€ 3.175,54	€ 3.461,95	€ 3.773,48	€ 4.113,13
Increment 3			€ 2.293,54	€ 2.324,67	€ 2.391,51	€ 2.594,33	€ 2.843,28	€ 3.113,27	€ 3.394,07	€ 3.699,49	€ 4.032,48
Increment 2		€ 2.228,83	€ 2.248,56	€ 2.279,09	€ 2.344,62	€ 2.543,46	€ 2.787,53	€ 3.052,23	€ 3.327,51	€ 3.626,95	€ 3.953,41
Increment 1											

Basic salaries skilled worker	%	I = WML	II = WML	III	IV	V	VI	VII	VIII	IX	X	XI
21 or older	100	€ 2.185,13	€ 2.185,13	€ 2.204,48	€ 2.234,40	€ 2.298,64	€ 2.493,59	€ 2.732,88	€ 2.992,38	€ 3.262,27	€ 3.555,84	€ 3.875,89
20	90	€ 1.966,61	€ 1.966,61	€ 1.984,03	€ 2.010,96	€ 2.068,78	€ 2.244,23	€ 2.459,59	€ 2.693,14	€ 2.936,04	€ 3.200,25	€ 3.488,30
19	80	€ 1.748,10	€ 1.748,10	€ 1.763,58	€ 1.787,52	€ 1.838,91	€ 1.994,87	€ 2.186,30	€ 2.393,90	€ 2.609,82	€ 2.844,67	€ 3.100,71
18	70	€ 1.529,59	€ 1.529,59	€ 1.543,13	€ 1.564,08	€ 1.609,05	€ 1.745,52	€ 1.913,01	€ 2.094,66	€ 2.283,59	€ 2.489,08	€ 2.713,13

CLA hotel, restaurant and café industry basic wages and minimum HOURLY wages from 1 January 2024

Age	%	I	II	III	IV	V	VI	VII	VIII
21 or older	100	€ 13,27	€ 13,27	€ 13,39	€ 13,57	€ 13,96	€ 15,14	€ 16,60	€ 18,18
20	90	€ 11,94	€ 11,94	€ 12,05	€ 12,22	€ 12,56	€ 13,63	€ 14,94	€ 16,36
19	80	€ 10,62	€ 10,62	€ 10,71	€ 10,86	€ 11,16	€ 12,11	€ 13,28	€ 14,54
18	70	€ 9,29	€ 9,29	€ 9,37	€ 9,50	€ 9,77	€ 10,60	€ 11,62	€ 12,72

Wages unskilled workers and BBL students from 1 January 2024

Age	of CLA % basic wage group I	38-hour working week		32-hours and 6 hours of school		Per working time
		Per month	Per week	Per month	Per week	
21	100	€ 2.185,13	€ 504,26	€ 1.840,11	€ 424,64	€ 13,27
20	85	€ 1.857,36	€ 428,64	€ 1.564,09	€ 360,94	€ 11,28
19	75	€ 1.638,85	€ 378,21	€ 1.380,08	€ 318,48	€ 9,95
18	65	€ 1.420,33	€ 327,78	€ 1.196,07	€ 276,02	€ 8,63
17	55	€ 1.201,82	€ 277,36	€ 1.012,06	€ 233,55	€ 7,30
16	45	€ 983,31	€ 226,93	€ 828,05	€ 191,09	€ 5,97
15	35	€ 764,79	€ 176,50	€ 644,03	€ 148,62	€ 4,64

- Amounts gross per month, unless indicated otherwise.
- WML adjustment from 1 January 2024 has been processed.
- WML is adjusted again from 1 July 2024; the amounts are processed in these tables in a timely fashion.

Set new salary for an individual employee (skilled worker)

Upon the determination of the new wage for an individual employee (fully competent skilled worker) there are two potential situations. These situations are elaborated below.

Required percentages

Job category	Percentage
II	9,5%
III	10,5%
IV	12%
V	12%
VI	9%
VII - XI	8%

The employee commenced their employment prior to 1 January 2023

1. Determine what the actual gross wage of the employee on 31 December 2023 is (on a full-time basis).
2. Check if this wage exceeds the final wage of the job category that pertains to the position of the employee in the wage table as at 1 January 2024. If this is the case then the CLA does not entitle to a wage increase. If this is not the case then go to step 3.
3. Check in the overview by what percentage the job category that pertains to the position of the employee increases as at 1 January 2024.
4. Convert any structural increase(s) allocated - beyond the CLA¹ - in the period from 1 July 2022 up to and including 31 December 2023 into a percentage.
5. Deduct the percentage from step 4 from the percentage from step 3.
6. Increase the actual wage of 31 December 2023 by the outcome from step 5.
7. Classify the employee in the first following higher increment in the new wage table as at 1 January 2024, unless the wage exceeds the final wage. In that case the employee is classified at the final wage.
8. If the employee complies with the conditions for an annual increment on the basis of [article 4.11](#) then the employee is classified in the first following increment.

The employee commenced their employment on or after 1 January 2023

1. Determine what the actual gross wage of the employee on 31 December 2023 is (on a full-time basis).
2. Determine what job category pertains to the position.
3. Check if the actual wage equals, exceeds or is less than the basic wage of the job category that pertains to the position in the wage table as at 1 January 2024.
 - A. Wage is higher than basic wage: classify the employee in the first following higher increment;
 - B. Wage is lower than basic wage: classify the employee at the basic wage.
4. If the employee complies with the conditions for an annual increment on the basis of [article 4.11](#). then the employee is classified in the first following increment.

1. This does not include a wage increase following an annual increment or the CLA increase as at 1 January 2023 of 2%.

Schedule III, Rules in case of sickness

1. Reporting sick
 - A. In case of sickness you, as an employee, personally report your sickness to your employer or to the supervisor or colleague designated for this purpose by the employer. You do this before 09:00 o'clock in case of a day shift and before 13:00 o'clock in case of an evening shift and before 18:00 o'clock in case of a night shift. If you go home during work then you personally report to your employer or to the supervisory or colleague designated for this purpose by your employer.
 - B. When reporting sick you, as an employee, mention (where possible):
 - The expected duration of the sickness.
 - Your (nursing) address and telephone number.
2. Consulting a GP

It is in your own interest as an employee that you consult your GP within a reasonable period of time (24 hours) and that you observe the instructions of this doctor.
3. Staying home
 - A. After you have reported sick as an employee you can expect a house call by or on behalf of the company doctor. It is only permitted to leave your (nursing) address for a visit to the GP, the company doctor or absence monitoring (occupational health and safety) service, with consent of your employer or to resume your work.
 - B. If you are sick and the treating physician does not object then you can leave the house. You should, however, be available to your employer and/or the absence monitoring (occupational health and safety) service.
 - C. If your incapacity for work would unexpectedly continue for more than two weeks then the obligation to stay at home expires, unless the company doctor determines otherwise and this does not hinder the reintegration.
4. Making visit possible

If you are sick then the company doctor and the absence monitoring (occupational health and safety) service must be able to visit or reach you. To this end it is required that they are given the opportunity to visit you at your home.

You make sure that, if the company doctor or the absence monitoring (occupational health and safety) service does not find you at home, they can inquire at that address where you are at that time.
5. The correct address

If you relocate or temporarily reside elsewhere during your incapacity for work (e.g. hospitalisation or discharge from hospital or different institution) you must report this to your employer within 24 hours.
6. Not hindering recovery

If you act such during the incapacity for work that the recovery can consequently be hindered (which can be the case by, for instance, participating in parties or by practising sports) your employer can, following an opinion of the company doctor, refuse continued wage payment and/or supplement.

Reintegration is also a responsibility of the employee.
7. Performing duties

During your incapacity for work you can only perform duties that have been prescribed for the recovery of your health or for which permission or instruction has been received from the absence monitoring (occupational health and safety) service.

8. Staying abroad During your incapacity for work you require the consent of your employer for a multi-day stay abroad.
9. Personal Declaration If you receive a 'Personal Declaration' from the absence monitoring (occupational health and safety) service then you complete it and forthwith return it to the said service. This obligations also applies if you are personally unable to do so or if you have been hospitalised.
10. Visiting consulting hours
- A. You comply with an invitation to visit the consulting hours of the company doctor or a specialist designated by the absence monitoring (occupational health and safety) service, also if you plan to resume your work the following day or on a later day.
 - B. If you have meanwhile resumed your duties then you call the absence monitoring (occupational health and safety) service with the question as to whether you still need to visit the consulting hours.
 - C. If you have a valid reason for not visiting (e.g. because you are confined to your bed) then you immediately inform the absence monitoring (occupational health and safety) service accordingly by telephone.
 - D. It goes without saying that you will not leave your house until the first following visit of the company doctor or employee of the absence monitoring (occupational health and safety) service, barring a visit to the treating physician or in case of resumption of work. The latter in order to provide the first mentioned the opportunity to find you at home for a house call.
 - E. The possibility exists that during your incapacity for work you are also requested to visit the Employee Insurance Agency (UWV). You must comply with this.
11. Medical examination You lend your cooperation in a medical examination by or under the authority of the company doctor if the latter, in consultation with the GP, deems this kind of examination to be required.
12. Recovery and reintegration
- A. As soon as you are able you fully or partly resume your work. You report your resumption of work to your employer after which the absence monitoring (occupational health and safety) service is informed. Hence you do not need to wait for an order to resume your work.
 - B. You lend your cooperation in a problem analysis to be prepared by the absence monitoring (occupational health and safety) service and a plan of approach for reintegration to be prepared by or on behalf of the employer. You lend reasonable cooperation in the implementation of the plan of approach with the thereto-pertaining evaluations and, after consultation, adjustments.
13. If you do not agree with a decision If you do not agree with a decision of the absence monitoring (occupational health and safety) service or do not understand it then you immediately report this to your employer and the absence monitoring (occupational health and safety) service.
- If the company doctor of the absence monitoring (occupational health and safety) service upholds the decision then you can apply for a second opinion with the UWV. The company doctor of the absence monitoring (occupational health and safety) service then indicates how you can reach the UWV.

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| 14. | If you have a complaint | If you are not satisfied with the manner how the employees of the absence monitoring (occupational health and safety) service acted then you can write a letter to the director of the relevant establishment of the absence monitoring (occupational health and safety) service. In this letter you briefly and concisely refer to your objections. |
| 15. | Reporting sick from abroad | <p>A. When reporting sick from abroad you report to the official body abroad in accordance with the applicable statutory rules and you make sure that the required documents are available for assessing the incapacity for work due to sickness.</p> <p>B. On the stipulated date of return from the stay abroad you report in person to your employer and the absence monitoring (occupational health and safety) service in the Netherlands in order to enable further control and counselling in accordance with the rules.</p> <p>C. If you are unable to travel then you submit evidence of travel inability to your employer and the absence monitoring (occupational health and safety) service on the stipulated date of return from the stay abroad in the Netherlands and in case of travel ability you immediately report in person to your employer and the absence monitoring (occupational health and safety) service in the Netherlands in order to enable further control and counselling in accordance with the rules.</p> <p>D. After return from abroad you submit the documents to the absence monitoring (occupational health and safety) service for assessment of the validity of the absence in relation to the cause.</p> |
| 16. | Supply of information to your employer | Taking everything that falls under the medical professional confidentiality into account, the absence monitoring (occupational health and safety) service communicates all relevant information to your employer and the insurer. This includes the data that state that through your fault assessment and counselling has not been possible. |
| 17. | Recovery of continued wage payment | You submit the data that are required for the recovery of continued salary payment from third parties if the absence has been caused by conduct of third parties. |
| 18. | Sanctions | If the absence monitoring (occupational health and safety) service observes a breach of the aforementioned control regulations then the service informs your employer. The employer is authorised to in that case suspend and/or cancel the continued wage payment and/or to reject the supplement. Appeal against a suspension can be lodged with the civil court. |

For information purposes:

Right to wage supplement in case of sickness

The Dutch Civil Code determines that (possibly after waiting days) 70% of the wage must be paid over a maximum of 104 weeks. During the first 52 weeks the lower limit of at least the statutory wage salary applicable to the employee applies. The right to supplement included in these rules is linked to, inter alia, compliance with these rules. In case of non-compliance with these rules the right to supplement of the statutory continued salary payment expires. The statutory continued wage payment can be suspended until the rules are (again) complied with.



Schedule IV, Model employment agreements

MODEL FIXED-TERM EMPLOYMENT AGREEMENT

The undersigned:

Company name :

Address :

Postcode :

Established in :

hereby represented by:

hereinafter referred to as: the “employer”

and

First names :

Surname :

Address :

Postcode :

Place of residence :

Date of birth :

Place of birth :

hereinafter referred to as: the “employee”

declare to conclude an employment agreement with each other, which they establish in writing as follows:

Article 1: Commencement and term

- 1.1 Effective from - - 20..... the employee enters into the employ of the employer.
The employee is hired for a fixed term.
The employment agreement comes to an end by operation of law on - 20..... without any notice or other act being required¹.
- 1.2 The employee is deployed² as:
- Skilled worker (possible from the age of 18).
 - Unskilled worker, the employee still needs to acquire hours of experience (maximum of 1,976 on or after the 18th birthday)
 - Seasonal worker³
 - Seasonal worker climate or nature⁴

Article 2: Working pattern and working time

- 2.1 In terms of the working time of the employee there is question of:
- a predictable working pattern. The working time may differ from week to week but is predominantly predictable as a result of working in conformity with a previously known work roster. The work roster is communicated three weeks in advance.
 - an unpredictable working pattern⁵ and the working time can differ considerably from week to week. The employee can, in any case, be required to work on the following days and hours⁶:

- Monday: between o'clock and o'clock
- Tuesday: between o'clock and o'clock
- Wednesday: between o'clock and o'clock
- Thursday: between o'clock and o'clock
- Friday: between o'clock and o'clock
- Saturday: between o'clock and o'clock
- Sunday: between o'clock and o'clock

other, namely:

2.2 The employee enters into the employ for an⁷:

- Full-time employment
 - With the normal working time on the basis of the CLA in respect of the reference period, the calendar year or holiday year of 12 consecutive months, of 1,976 hours. This means an average working time of 38 hours per week. The working time may differ from week to week.
 - With the an individual⁸ working time in respect of the reference period, the calendar year or holiday year of 12 consecutive months, of hours. This means an average working time of hours per week. The working time may differ from week to week.
- The reference period for the entire company and for this employment agreement is, in derogation from the calendar year or the holiday year, the consecutive period of 12 months from (month) up to (month).
- Part-time employment
 - In proportion to the full-time working time on the basis of the CLA, namely on average hours per reference period of 12 consecutive months. This means an average working time of hours per week. The working time may differ from week to week.
 - (optional) at leasthours per reference period of 12 consecutive months and at most hours per month.

Article 3: Probationary period

- 3.1 A probationary period⁹ in case of a fixed term up to at most 6 months is not permitted. In case of a fixed term of more than 6 months the parties agree on the following in terms of a probationary period:
- 1 month if the fixed term is more than 6 months but less than 24 months
 - 2 months if the fixed term is 24 months or more
 - No probationary period
- 3.2 During the probationary period the parties can terminate the employment agreement with immediate effect, without notice and without stating reasons.
- 3.3 The rules laid down in [Section 10 of Book 7 of the Dutch Civil Code](#) are applicable in respect of the probationary period.

Article 4: Termination

- 4.1 This employment agreement comes to an end by operation of law on the end date included in [article 1.1](#) of this employment agreement.
- 4.2 This employment agreement can be terminated early by each party in writing effective from the end of the calendar month, in consideration of the statutory rules and the statutory notice period¹⁰.
- 4.3 The notice and termination rules included in [Section 10 of Book 7 of the Dutch Civil Code](#) are observed in case of termination of the employment agreement.

Article 5: Position and remuneration

5.1 The employee is appointed for the activities of the business function
This function was for the classification compared to reference job(s)
with reference number from the Manual Reference Jobs Hotel, Restaurant and Café Industry
(also see www.referentiefunctieshoreca.nl).

The employee

- Is as a skilled worker classified in job category
in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.
- Is as a young skilled worker classified in job category
in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.
- Receives as a not skilled worker at least the CLA minimum (youth) wage of the basic wage of job category I

5.2 The employee receives a wage of € per hour / week / month / four weeks.
The holiday allowance amounts to 8%¹¹.

In the job category, the wage of the skilled worked is classified as

- basic wage or youth wage
- basic wage with increment number
- wage exceeding final salary

5.3 The wage is paid once per month / four weeks / week on
by transfer to the account number of the employee, upon supply of a payslip with a breakdown of the
withholdings.

5.4 If the business interest and the employer require this then the employee shall also perform other activities
than those that pertain to the aforementioned function. The employer limits this to the activities that can
reasonably be requested of the employee.

Article 6: Work location

6.1 The employee usually performs his activities in
 The employee does not have a fixed work location and performs his activities at various locations.
 The employee is free to determine his work location.

6.2 If so required by the business interest and at the request of the employer, the employee shall be willing to
also temporarily perform activities elsewhere.

Article 7: Leave

7.1 In addition to the provisions set forth in the CLA applicable to this employment agreement in 'Topic 3' with
regard to the leave, the employee can claim the following types of paid leave:

- The right to pregnancy, maternity, adoption, and foster care leave in conformity with the rules from
[Chapter 3 of the Dutch Work and Care Act](#);
- Short-term leave and post-birth leave in conformity with the rules from [Chapter 4 of the Dutch Work and
Care Act](#);
- Short-term care leave in conformity with the rules from [Chapter 5 of the Dutch Work and Care Act](#);
- Parental leave in conformity with the rules from [Chapter 6 of the Dutch Work and Care Act](#).

Article 8: Holidays

- 8.1 In addition to the provisions of the CLA declared applicable in this employment agreement, the employer is entitled to - at the expense of the extra-statutory holidays as intended in the CLA (5 per year on a full-time basis) - designate compulsory days off and/or to designate certain periods as business holidays, during which period the business or a certain department thereof is closed. The employer designates these days / this period in such a timely fashion that the employee has the possibility of arranging how to spend the day(s) off or holiday.
- 8.2 Basically all holidays to which the employee is entitled must be taken in the calendar year in which they were accrued. The statutory holidays expire six months after the last day of the calendar year in which the entitlement was accrued, unless the employee has up to that moment within reason not been able to take holidays. The extra-statutory holidays expire five years after the last day of the calendar year in which the entitlement was accrued.
- 8.3 If on the date that the employment agreement comes to an end the employee appears to have enjoyed more holidays than he had accrued then the surplus wage paid for these holidays enjoyed too much shall be deemed to have been paid by way of advance and the employer is entitled to settle and/or reclaim the wage paid in surplus.

Article 9: Pension

- 9.1 The employee shall, if and to the extent that the compulsory membership scheme applies, be registered with the Pension Fund for the Hotel, Restaurant and Café & Catering Industry (PH&C) by the employer.

Article 10: Confidentiality obligation

- 10.1 Barring prior consent of the employer, the employee is both during and after expiry of the employment agreement held to observe strict confidentiality in respect of any and all matters and particulars that are related to the business of the employer, its directors / board of directors and/or partners and/or the businesses affiliated with the employer and/or customers, suppliers and/or business relations of the employer that are known to him on account of his position or otherwise.

Article 11: Further provisions

- 11.1 The CLA for the hotel, restaurant and café industry and related industries is applicable to this employment agreement.
- 11.2 Internal rules are / are not applicable within the company of the employer and a staff manual is / is not applicable. The content hereof is known to the employee. Through signature of this agreement the employee declares to have received a copy of the internal rules and/or the staff manual and declares to comply with the provisions set forth in the internal rules and/or the staff manual. The employee is familiar with the fact and agrees that the internal rules and/or the staff manual can be changed unilaterally by the employer¹².
- 11.3 Dutch law is applicable to this employment agreement. The Dutch court is exclusively competent to take cognisance of disputes that directly or indirectly derive from this employment agreement.

Drawn up and signed in two originals¹³ in

Date - - 20.....

The employee¹⁴

The employer

.....

.....

1. The agreement comes to an end without notice. However: the law requires that at the latest a month before the end of a fixed term of 6 months or more written "notice" is given whether or not the agreement is renewed or not and if so, on the basis of what terms and conditions. If this does not happen then the employee can claim a maximum of one month's wage. As the occasion arises the agreement does come to an end.
2. Tick where applicable. An employee is a skilled worker if he demonstrably disposes of sufficient hours of experience in the relevant position. This is in any case the question if he has accrued 1,976 hours of experience in the position at his own or at a different employer. If upon the conclusion of the employment agreement the employee is not a skilled worker yet then it is included in the employment agreement how many hours of experience he still needs to accrue. An employee under 18 cannot be a skilled worker. The seasonal worker is an employee whose activities can only be performed during nine months a year and cannot consecutively be performed by the same employee during a period of more than nine months per year. The seasonal employee climate and nature is an employee whose position can only be performed at most nine months a year due to climatological or natural circumstances. An employee can be both a skilled worker and an unskilled worker and simultaneously be a seasonal worker or a seasonal worker climate or nature. If an employee is not a skilled worker then at least the statutory minimum (youth) wage and not the wage table of the CLA applies to him.
3. See [article 1.10](#) of the CLA.
4. See [article 1.10A](#) of the CLA.
5. There is question of a predominantly predictable working pattern if the hours during which the work must be performed are predominantly, either directly or indirectly, determined by the employer. Unlike the on-call agreement, there can in this respect be question of a fixed wage and working time, however it has not been determined in advance when the employee must work.
6. Only enter the days and hours that the employee is practically expected to be timetabled / called. Beyond these reference days and hours, the employee cannot be required to work.
7. If a fixed working time is stipulated then an on-call agreement is out of the question. Overtime does not result in the qualification of an on-call agreement, neither in case of too much overtime. Please note that in the context of the unemployment benefit contribution differentiation, revision does take place to the high unemployment benefit contribution (if the fixed working time is exceeded by more than 30% overtime) if there was question of an open-term employment agreement that complied with the conditions for payment of a low unemployment benefit contribution. It is also relevant that an employee can still rely on the existing legal assumption of a certain working time ([Section 610b of Book 7 of the Dutch Civil Code](#)). Hence: if an on-call agreement is out of the question then in pursuance of the so-called legal assumption reliance is still possible on a higher stipulated working time after 3 months. The employer can rebut the said reliance.
8. The CLA permits to individually agree on a normal working time of more than an average of 38 hours per week. For instance, an average 40-hour working week every 12 months 2,080 hours, and a 42-hour working week every 12 months 2,184 hours. The full-time wage is in that case, for instance, at least 40/38 or 42/38 of the amounts of the wage table or the statutory minimum wage (in case of not a skilled worker). See [article 1.23](#) and [article 4.10](#) of the CLA.
9. Tick where applicable. The probationary period amounts to a maximum of 2 months in case of an employment agreement for an open term. In an employment agreement for a fixed term of 6 months or less a probationary period cannot be stipulated. By law a maximum probationary period of 1 month can be stipulated in case of an employment agreement of more than 6 months but less than 2 years. A probationary period of 2 months can be stipulated in case of agreements of 2 years or longer. The probationary period is at most 1 month in case of an agreement for a fixed term of which the end has not been set at a calendar date. It must, however, regard a first agreement in the chain, unless it regards an agreement that clearly requires other skills and/or responsibilities that they could not be assessed during the previous agreement.
10. As an employer you cannot unilaterally terminate the employment agreement early. This is only possible on the basis of a termination agreement, a dismissal permit of the Employee Insurance Agency (UWV), or termination by the Sub-District Court.
11. **Please note:** the right to wages must be spread equally over the year. Hence, an employee cannot receive EUR X in the one month and EUR Y in the other month. Otherwise the employment agreement is qualified as an on-call agreement. This results in various obligations that are related to the nature of the on-call agreement.
12. It may be that the employee does not agree with this last sentence. If this is the case and the sentence is removed then the employee must give consent in case of adjustment of the internal rules and/or the staff manual.
13. The employer is held to make a signed original of the employment agreement available to the employee.
14. A minor aged 16 or over is competent to conclude an employment agreement. If a relevantly incompetent minor aged under 16 concluded an employment agreement and has worked in the employ of the employer for a period of four weeks without objections by his legal representative then he is deemed to have received the consent of the said legal representative to conclude the said employment agreement.



MODEL OPEN-TERM EMPLOYMENT AGREEMENT

The undersigned:

Company name :
Address :
Postcode :
Established in :

hereby represented by:
hereinafter referred to as: the “employer”

and

First names :
Surname :
Address :
Postcode :
Place of residence :
Date of birth :
Place of birth :

hereinafter referred to as: the “employee”

declare to conclude an employment agreement with each other, which they establish in writing as follows:

Article 1: Commencement and term

- 1.1 Effective from - - 20..... the employee enters into the employ of the employer.
- 1.2 The employee is hired for an open term.
- 1.3 The employee is deployed¹ as:
 - skilled worker (possible from the age of 18)
 - unskilled worker, the employee still needs to acquire hours of experience (maximum of 1,976 on or after the 18th birthday)

Article 2: Working pattern and working time

- 2.1 In terms of the working time of the employee there is question of:
 - a predictable working pattern. The working time may differ from week to week but is predominantly predictable as a result of working in conformity with a previously known work roster. The work roster is communicated three weeks in advance.
 - an unpredictable working pattern² and the working time can differ considerably from week to week. The employee can, in any case, be required to work on the following days and hours³:
 - Monday: between o'clock and o'clock
 - Tuesday: between o'clock and o'clock
 - Wednesday: between o'clock and o'clock
 - Thursday: between o'clock and o'clock
 - Friday: between o'clock and o'clock
 - Saturday: between o'clock and o'clock
 - Sunday: between o'clock and o'clock
 - other, namely:

2.2 The employee enters into employ for a⁴:

- Full-time employment
 - With the normal working time on the basis of the CLA in respect of the reference period, the calendar year or holiday year of 12 consecutive months, of 1,976 hours. This means an average working time of 38 hours per week. The working time may differ from week to week.
 - With the an individual⁵ working time in respect of the reference period, the calendar year or holiday year of 12 consecutive months of hours. This means an average working time of hours per week. The working time may differ from week to week.
 - The reference period for the entire company and for this employment agreement is, in derogation from the calendar year or the holiday year, the consecutive period of 12 months from (month) up to (month).
- Part-time employment
 - In proportion to the full-time working time on the basis of the CLA, namely on average hours per reference period of 12 consecutive months. This means an average working time of hours per week. The working time may differ from week to week.
 - (optional) at least hours per reference period of 12 consecutive months and at most hours per month.

Article 3: Probationary period

3.1 For the probationary period⁶ the parties agree on:

- A probationary period of two (2) months
- No probationary period

3.2 During the probationary period the parties can terminate the employment agreement with immediate effect, without notice and without stating reasons.

3.3 The rules laid down in [Section 10 of Book 7 of the Dutch Civil Code](#) are applicable in respect of the probationary period.

Article 4: Termination

4.1 This employment agreement can be terminated by each party in writing effective from the end of the calendar month, in consideration of the statutory rules and the statutory notice period⁷.

4.2 The employment agreement comes to an end by operation of law, without notice being required, effective from the date that the employee attains the state pension age.

4.3 The notice and termination rules included in [Section 10 of Book 7 of the Dutch Civil Code](#) are observed in case of termination of the employment agreement.

Article 5: Position and remuneration

5.1 The employee is appointed for the activities in the business function
This function was for the classification compared to reference job(s)
with reference number from the Manual Reference Jobs Hotel, Restaurant and Café Industry
(also see www.referentiefunctieshoreca.nl).

5.2 The employee

- Is as a skilled worker classified in job category
in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.
- Is as a young skilled worker classified in job category
in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.
- Receives as a not skilled worker at least the CLA minimum (youth) wage of the basic wage of job category I.

- 5.3 The employee receives a salary of € per hour / week / month / four weeks.
 The holiday allowance amounts to 8%⁸.
 In the job category, the wage of the skilled worked is classified as
 basic wage or youth wage
 basic wage with increment number
 wage exceeding final salary
- 5.4 The wage is paid once per month / four weeks / week on
 by transfer to the account number of the employee, upon supply of a payslip with a breakdown of the withholdings.
- 5.5 If the business interest and the employer require this then the employee shall also perform other activities than those that pertain to the aforementioned function. The employer limits this to the activities that can reasonably be requested of the employee.

Article 6: Work location

- 6.1 The employee usually performs his activities in
 The employee does not have a fixed work location and performs his activities at various locations.
 The employee is free to determine his work location.
- 6.2 If so required by the business interest and at the request of the employer, the employee shall be willing to also temporarily perform activities elsewhere.

Article 7: Leave

- 7.1 In addition to the provisions set forth in the CLA applicable to this employment agreement in 'Topic 3' with regard to the leave, the employee can claim the following types of paid leave:
- The right to pregnancy, maternity, adoption, and foster care leave in conformity with the rules from [Chapter 3 of the Dutch Work and Care Act](#);
 - Short-term leave and post-birth leave in conformity with the rules from [Chapter 4 of the Dutch Work and Care Act](#);
 - Short-term care leave in conformity with the rules from [Chapter 5 of the Dutch Work and Care Act](#);
 - Parental leave in conformity with the rules from [Chapter 6 of the Dutch Work and Care Act](#).

Article 8: Holidays

- 8.1 In addition to the provisions of the CLA for the hotel, restaurant and café industry and related industries declared applicable in this employment agreement, the employer is entitled to - at the expense of the extra-statutory holidays as intended in the CLA (5 per year on a full-time basis) - designate compulsory days off and/or to designate certain periods as business holidays, during which period the business or a certain department thereof is closed. The employer designates these days / this period in such a timely fashion that the employee has the possibility of arranging how to spend the day(s) off or holiday.
- 8.2 Basically all holidays to which the employee is entitled must be taken in the calendar year in which they were accrued. The statutory holidays expire six months after the last day of the calendar year in which the entitlement was accrued, unless the employee has up to that moment within reason not been able to take holidays. The extra-statutory holidays expire five years after the last day of the calendar year in which the entitlement was accrued.
- 8.3 If on the date that the employment agreement comes to an end the employee appears to have enjoyed more holidays than he had accrued then the surplus wage paid for these holidays enjoyed too much shall be deemed to have been paid by way of advance and the employer is entitled to settle and/or reclaim the wage paid in surplus.

Article 9: Pension

9.1 The employee shall, if and to the extent that the compulsory membership scheme applies, be registered with the Pension Fund for the Hotel, Restaurant and Café & Catering Industry (PH&C) by the employer.

Article 10: Confidentiality obligation

10.1 Barring prior consent of the employer, the employee is both during and after expiry of the employment agreement held to observe strict confidentiality in respect of any and all matters and particulars that are related to the business of the employer, its directors / board of directors and/or partners and/or the businesses affiliated with the employer and/or customers, suppliers and/or business relations of the employer that are known to him on account of his position or otherwise.

Article 11: Further provisions

11.1 The CLA for the hotel, restaurant and café industry and related industries is applicable to this employment agreement.

11.2 Internal rules are / are not applicable within the company of the employer and a staff manual is / is not applicable. The content hereof is known to the employee. Through signature of this agreement the employee declares to have received a copy of the internal rules and/or the staff manual and declares to comply with the provisions set forth in the internal rules and/or the staff manual. The employee is familiar with the fact and agrees that the internal rules and/or the staff manual can be changed unilaterally by the employer⁹.

11.3 Dutch law is applicable to this employment agreement. The Dutch court is exclusively competent to take cognisance of disputes that directly or indirectly derive from this employment agreement.

Drawn up and signed in two originals¹⁰ in

Date - - 20.....

The employee¹¹

The employer

.....

.....

1. Tick where applicable. An employee is a skilled worker if he demonstrably disposes of sufficient hours of experience in the relevant position. This is in any case the question if he has accrued 1,976 hours of experience in the position at his own or at a different employer. If upon the conclusion of the employment agreement the employee is not a skilled worker yet then it is included in the employment agreement how many hours of experience he still needs to accrue. An employee under 18 cannot be a skilled worker. The seasonal worker is an employee whose activities can only be performed during nine months a year and cannot consecutively be performed by the same employee during a period of more than nine months per year. The seasonal employee climate and nature is an employee whose position can only be performed at most nine months a year due to climatological or natural circumstances. An employee can be both a skilled worker and an unskilled worker and simultaneously be a seasonal worker or a seasonal worker climate or nature. If an employee is not a skilled worker then at least the statutory minimum (youth) wage and not the wage table of the CLA applies to him.
2. There is question of a predominantly predictable working pattern if the hours during which the work must be performed are predominantly, either directly or indirectly, determined by the employer. Unlike the on-call agreement, there can in this respect be question of a fixed wage and working time, however it has not been determined in advance when the employee must work.
3. Only enter the days and hours that the employee is practically expected to be timetabled / called. Beyond these reference days and hours, the employee cannot be required to work.
4. If a fixed working time is stipulated then an on-call agreement is out of the question. Overtime does not result in the qualification of an on-call agreement, neither in case of too much overtime. Please note that in the context of the unemployment benefit contribution differentiation, revision does take place to the high unemployment benefit contribution if the fixed scope of employment is exceeded by more than 30% overtime and if there was question of an open-term employment agreement that complied with the conditions for payment of a low unemployment benefit contribution. It is also relevant that an employee can still rely on the existing legal assumption of a certain scope of employment ([Section 610b of Book 7 of the Dutch Civil Code](#)). Hence: if an on-call agreement is out of the question then in pursuance of the so-called legal assumption reliance is still possible on a higher stipulated scope of employment after 3 months. The employer can rebut the said reliance.
5. The CLA permits to individually agree on a normal working time of more than an average of 38 hours per week. For instance, an average 40-hour working week every 12 months 2,080 hours, and a 42-hour working week every 12 months 2,184 hours. The full-time wage is in that case, for instance, at least 40/38 or 42/38 of the amounts of the wage table or the statutory minimum wage (in case of not a skilled worker). See [article 1.23](#) and [article 4.10](#) of the CLA.
6. Tick where applicable. The probationary period amounts to a maximum of 2 months in case of an employment agreement for an open term. In an employment agreement for a fixed term of 6 months or less a probationary period cannot be stipulated. By law a maximum probationary period of 1 month can be stipulated in case of an employment agreement of more than 6 months but less than 2 years. A probationary period of 2 months can be stipulated in case of agreements of 2 years or longer. The probationary period is at most 1 month in case of an agreement for a fixed term of which the end has not been set at a calendar date. It must, however, regard a first agreement in the chain, unless it regards an agreement that clearly requires other skills and/or responsibilities that they could not be assessed during the previous agreement.
7. As an employer you cannot unilaterally terminate the employment agreement early. This is only possible on the basis of a termination agreement, a dismissal permit of the Employee Insurance Agency (UWV), or termination by the Sub-District Court.
8. **Please note:** the right to wages must be spread equally over the year. Hence, an employee cannot receive EUR X in the one month and EUR Y in the other month. Otherwise the employment agreement is qualified as an on-call agreement. This does not only result in a higher unemployment benefit contribution but also in various obligations that are related to the nature of the on-call agreement.
9. It may be that the employee does not agree with this last sentence. If this is the case and the sentence is removed then the employee must give consent in case of adjustment of the internal rules and/or the staff manual.
10. The employer is held to make a signed original of the employment agreement available to the employee.
11. A minor aged 16 or over is competent to conclude an employment agreement. If a relevantly incompetent minor aged under 16 concluded an employment agreement and has worked in the employ of the employer for a period of four weeks without objections by his legal representative then he is deemed to have received the consent of the said legal representative to conclude the said employment agreement.



MODEL STAND-IN WORKER - ZERO HOURS FIXED-TERM EMPLOYMENT AGREEMENT

The undersigned:

Company name :
Address :
Postcode :
Established in :

hereby represented by:
hereinafter referred to as: the “employer”

and

First names :
Surname :
Address :
Postcode :
Place of residence :
Date of birth :
Place of birth :

hereinafter referred to as: the “employee”

declare to conclude an employment agreement with each other, which they establish in writing as follows:

Article 1: Commencement and term

- 1.1 Effective from - - 20..... the employee enters into the employ of the employer as a stand-in worker¹.
- 1.2 The employee is hired for a fixed term. The employment agreement comes to an end on - - 20..... by operation of law, without notice being required.
- 1.3 The employee is deployed flexibly in the position of stand-in worker - zero hours as:
 - Skilled worker (possible from the age of 18)
 - Unskilled worker, employee must still acquire hours of experience (at most 1,976 or after the 18th birthday)
 - Seasonal worker²
 - Seasonal worker climate or nature³

Article 2: Working pattern and working time

- 2.1 The employee is held to comply with a call. Work is only available on an incidental basis. That is why during the first six months the employee is, in any case, not entitled to wage if work is not available ([Section 628 Subsection 5 of the Dutch Civil Code](#)). It was determined in the CLA that also after the first six months there is no entitlement to wage if work is not available.
- 2.2 The employer shall always call the employee for the performance of activities in a manner that is as timely as possible. If the employee is called later than at least 24 hours prior to the start of the activities or if the employer changes the time of the call within 24 hours prior to the start of the activities then the employee is not held to comply with the call. This provision is not applicable to the seasonal worker climate or nature.

- 2.3 Every time that the employment agreement has been in place for twelve months, the employer makes a written or electronic offer to the employee within one month for a fixed scope of employment that at least equals the average scope of employment in the previous period of twelve months. The employee must accept this offer within a month. If the employee does not do this then the offer expires and rights can consequently no longer be derived from it, either in or out of court. This provision is not applicable to the seasonal worker climate or nature.
- 2.4 In terms of the working time of the employee there is question of an unpredictable working pattern⁴ and the working time can differ considerably from week to week. The employee can, in any case, be required to work on the following days and hours⁵:
- Monday: between o'clock and o'clock
 - Tuesday: between o'clock and o'clock
 - Wednesday: between o'clock and o'clock
 - Thursday: between o'clock and o'clock
 - Friday: between o'clock and o'clock
 - Saturday: between o'clock and o'clock
 - Sunday: between o'clock and o'clock
- other, namely:

Article 3: Probationary period

- 3.1 A probationary period in case of a fixed term up to at most 6 months is not permitted. In case of a fixed term of more than 6 months the parties agree on the following in terms of a probationary period:
- a probationary period of one (1) month if the fixed term is more than 6 and less than 24 months
 - a probationary period of two (2) months if the fixed term is 24 months or more
 - no probationary period
- 3.2 During the probationary period the parties can terminate the employment agreement with immediate effect, without notice and without stating reasons.
- 3.3 The rules laid down in [Section 10 of Book 7 of the Dutch Civil Code](#) are applicable in respect of the probationary period.

Article 4: Termination

- 4.1 This employment agreement comes to an end by operation of law on the end date included in [article 1.2](#) of this employment agreement.
- 4.2 This employment agreement can be terminated⁶ by each party in writing effective from the end of the calendar month, in consideration of the statutory rules and the statutory notice period^{7 8}.
- 4.3 The notice and termination rules included in [Section 10 of Book 7 of the Dutch Civil Code](#) are observed in case of termination of the employment agreement.

Article 5: Position and remuneration

- 5.1 The employee is, as a stand-in worker, encumbered with the activities of the business function This function was for the classification compared to reference job(s) with reference number from the Manual Reference Jobs Hotel, Restaurant and Café Industry (also see www.referentiefunctieshoreca.nl).

- 5.2 The employee
- Is as a skilled worker classified in job category in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.
 - Is as a young skilled worker classified in job category in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.
 - Receives as a not skilled worker at least the CLA minimum (youth) wage of the basic wage of job category I.
- 5.3 The employee receives an hourly wage of € per hour. The holiday allowance amounts to 8%.
- 5.4 In the job category, the wage of the skilled worked is classified as
- basic wage or youth wage
 - basic wage with increment number
 - wage exceeding final salary
- 5.5 The wage is paid once per month / four weeks / week on by transfer to the account number of the employee, upon supply of a payslip with a breakdown of the withholdings.

If the business interest and the employer require this then the employee shall also perform other activities than those that pertain to the aforementioned function. The employer limits this to the activities that can reasonably be requested of the employee.

Article 6: Work location

- 6.1 The employee usually performs his activities in
 The employee does not have a fixed work location and performs his activities at various locations.
 The employee is free to determine his work location.
- 6.2 If so required by the business interest and at the request of the employer, the employee shall be willing to also temporarily perform activities elsewhere.

Article 7: Leave

- 7.1 In addition to the provisions set forth in the CLA applicable to this employment agreement in 'Topic 3' with regard to the leave, the employee can claim the following types of paid leave:
- The right to pregnancy, maternity, adoption, and foster care leave in conformity with the rules from [Chapter 3 of the Dutch Work and Care Act](#);
 - Short-term leave and post-birth leave in conformity with the rules from [Chapter 4 of the Dutch Work and Care Act](#);
 - Short-term care leave in conformity with the rules from [Chapter 5 of the Dutch Work and Care Act](#);
 - Parental leave in conformity with the rules from [Chapter 6 of the Dutch Work and Care Act](#).

Article 8: Holidays

- 8.1 In addition to the provisions of the CLA declared applicable in this employment agreement, the employer is entitled to - at the expense of the extra-statutory holidays as intended in the CLA (5 per year on a full-time basis) - designate compulsory days off and/or to designate certain periods as business holidays, during which period the business or a certain department thereof is closed. The employer designates these days / this period in such a timely fashion that the employee has the possibility of arranging how to spend the day(s) off or holiday.
- 8.2 If on the date that the employment comes to an end the employee appears to have enjoyed more holidays than he had accrued then the surplus wage paid for these holidays enjoyed too much shall be deemed to have been paid by way of advance and the employer is entitled to settle and/or reclaim the wage paid in surplus.

8.3 The value of holidays, the statutory and extra-statutory holidays and the holiday allowance can be paid simultaneously with the hourly wage provided that the holidays and holiday allowance are mentioned correctly and as individual items on the payslip. The values for holidays are in that case 10.64% over the hourly wage and for the holiday allowance 8.85%. The above does not affect the possibility that the employee can take holidays (time off) to the extent that the hours were also accrued. The payment has then already taken place.

Article 9: Pension

9.1 The employee shall, if and to the extent that the compulsory membership scheme applies, be registered with the Pension Fund for the Hotel, Restaurant and Café & Catering Industry (PH&C) by the employer.

Article 10: Confidentiality obligation

10.1 Barring prior consent of the employer, the employee is both during and after expiry of the employment agreement held to observe strict confidentiality in respect of any and all matters and particulars that are related to the business of the employer, its directors / board of directors and/or partners and/or the businesses affiliated with the employer and/or customers, suppliers and/or business relations of the employer that are known to him on account of his position or otherwise.

Article 11: Further provisions

11.1 The CLA for the hotel, restaurant and café industry and related industries is applicable to this employment agreement.

11.2 Internal rules are / are not applicable within the company of the employer and a staff manual is / is not applicable. The content hereof is known to the employee. Through signature of this agreement the employee declares to have received a copy of the internal rules and/or the staff manual and declares to comply with the provisions set forth in the internal rules and/or the staff manual. The employee is familiar with the fact and agrees that the internal rules and/or the staff manual can be changed unilaterally by the employer⁹.

11.3 Dutch law is applicable to this employment agreement. The Dutch court is exclusively competent to take cognisance of disputes that directly or indirectly derive from this employment agreement.

Drawn up and signed in two originals¹⁰ in

Date - - 20.....

The employee¹¹

The employer

.....

.....

1. See [article 1.9A](#) of the CLA.
2. See [article 1.10](#) of the CLA.
3. See [article 1.10A](#) of the CLA.
4. There is question of a predominantly predictable working pattern if the hours during which the work must be performed are predominantly, either directly or indirectly, determined by the employer. Unlike the on-call agreement, there can in this respect be question of a fixed wage and working time, however it has not been determined in advance when the employee must work.
5. Only enter the days and hours that the employee is practically expected to be timetabled / called. Beyond these reference days and hours, the employee cannot be required to work.
6. There is only question of early termination in case of a fixed-term agreement. In case of an open-term agreement there is question of 'regular' notice.
7. As an employer you cannot unilaterally terminate the employment agreement early. This is only possible on the basis of a termination agreement, a dismissal permit of the Employee Insurance Agency (UWV), or termination by the Sub-District Court.
8. A notice period of 24 hours applies to the seasonal worker. A notice period of four days applies to the seasonal worker climate and nature.
9. It may be that the employee does not agree with this last sentence. If this is the case and the sentence is removed then the employee must give consent in case of adjustment of the internal rules and/or the staff manual.
10. The employer is held to make a signed original of the employment agreement available to the employee.
11. A minor aged 16 or over is competent to conclude an employment agreement. If a relevantly incompetent minor aged under 16 concluded an employment agreement and has worked in the employ of the employer for a period of four weeks without objections by his legal representative then he is deemed to have received the consent of the said legal representative to conclude the said employment agreement.



MODEL EMPLOYMENT AGREEMENT FOR APPRENTICES

For apprentices registered with a Regional Training Centre (ROC) or (private) educational institutions and following training in the block release (BBL) falling under the Dutch Adult and Vocational Education Act.

The undersigned:

Company name :
Address :
Postcode :
Established in :

hereby represented by:
hereinafter referred to as: the “employer”

and

First names :
Surname :
Address :
Postcode :
Place of residence :
Date of birth :
Place of birth :

hereinafter referred to as: the “employee” or the “apprentice”,

declare to conclude an employment agreement with each other, which they establish in writing as follows:

Article 1: Commencement and term

- 1.1 Effective from - - 20..... the apprentice¹ enters into the employ of the employer.
- 1.2 The apprentice is hired for a fixed term. The employment agreement comes to an end by operation of law on - - 20..... without any notice or any other act being required².

Article 2: Working pattern and working time

- 2.1 In terms of the working time of the apprentice there is question of:
 - a predictable working pattern. The working time may differ from week to week but is predominantly predictable as a result of working in conformity with a previously known work roster. The work roster is communicated three weeks in advance.
 - an unpredictable working pattern³ and the working time can differ considerably from week to week. The employee can, in any case, be required to work on the following days and hours⁴:
 - Monday: between o'clock and o'clock
 - Tuesday: between o'clock and o'clock
 - Wednesday: between o'clock and o'clock
 - Thursday: between o'clock and o'clock
 - Friday: between o'clock and o'clock
 - Saturday: between o'clock and o'clock
 - Sunday: between o'clock and o'clock
 - other, namely:

- 2.2 The apprentice is deployed in a:
- a full-time employment (the normal working time for every 12 months amounts to 1,976 hours. This means an average working time of 38 hours per week. The working time may differ from week to week.
 - proportionate part-time employment, namely for an average of hours per month.

Both the scope of the full-time and the part-time employment includes the standard of an average of 6 hours when the apprentices attends the school or has a similar level of study load and in respect of which the employer does not require to pay wages.

- 2.3 During the school holidays the apprentice must be available for the performance of activities in accordance with the stipulated number of hours.

Article 3: Probationary period

- 3.1 A probationary period in case of a fixed term up to at most 6 months is not permitted. In case of a fixed term of more than 6 months the parties agree on the following in terms of a probationary period⁵:
- one (1) month if the fixed term is more than 6 months and less than 24 months
 - two (2) months if the fixed term is 24 months or more
 - no probationary period
- 3.2 During the probationary period the parties can terminate the employment agreement with immediate effect, without notice and without stating reasons.
- 3.3 The rules laid down in [Section 10 of Book 7 of the Dutch Civil Code](#) are applicable in respect of the probationary period.

Article 4: Termination

- 4.1 This employment agreement comes to an end by operation of law on the end date included in [article 1.2](#) of this employment agreement.
- 4.2 This employment agreement can be terminated⁵ early by each party in writing effective from the end of the calendar month, in consideration of the statutory rules and the statutory notice period⁶.
- 4.3 The notice and termination rules included in [Section 10 of Book 7 of the Dutch Civil Code](#) are observed in case of termination of the employment agreement.

Article 5: Link with practical training agreement

- 5.1 In derogation from the provisions set forth in [article 1.2](#), this employment agreement ends earlier, namely when the practical training agreement comes to an end. When the practical training agreement comes to an end following the taking of an examination or the obtaining of partial certificates then the employment agreement comes to an end on the last day of the term of this employment agreement.

Article 6: Training obligation

- 6.1 The employer commits to practically train the apprentice for the vocational training specified in the practical training agreement. In this respect Mr / Mrs / Ms shall act as the apprentice trainer.

Article 7: Position and remuneration

- 7.1 The employee is appointed in the position of apprentice.
- 7.2 The apprentice receives a gross salary of € per hour / week / month / four weeks. The holiday allowance is 8%⁷.
- 7.3 Wages are not payable on the hours of school visits or other similar study load.
- 7.4 The wage is paid once per month / four weeks / week on by transfer to the account number of the apprentice, upon supply of a payslip with a breakdown of the withholdings.

Article 8: Work location

- 8.1 The apprentice usually performs his activities in
 The apprentice does not have a fixed work location and performs his activities at various work locations.
 The apprentice is free to determine his work location.
- 8.2 If the business interest and the employer require this then the employee shall also perform other activities than those that pertain to the aforementioned function. The employer limits this to the activities that can reasonably be requested of the employee.

Article 9: Leave

- 9.1 In addition to the provisions set forth in the CLA applicable to this employment agreement in 'Topic 3' with regard to the leave, the employee can claim the following types of paid leave:
- The right to pregnancy, maternity, adoption, and foster care leave in conformity with the rules from [Chapter 3 of the Dutch Work and Care Act](#);
 - Short-term leave and post-birth leave in conformity with the rules from [Chapter 4 of the Dutch Work and Care Act](#);
 - Short-term care leave in conformity with the rules from [Chapter 5 of the Dutch Work and Care Act](#);
 - Parental leave in conformity with the rules from [Chapter 6 of the Dutch Work and Care Act](#).

Article 10: Holidays

- 10.1 In addition to the provisions of the CLA declared applicable in this employment agreement, the employer is entitled to - at the expense of the extra-statutory holidays as intended in the CLA (5 per year on a full-time basis) - designate compulsory days off and/or to designate certain periods as business holidays, during which period the business or a certain department thereof is closed. The employer designates these days / this period in such a timely fashion that the employee has the possibility of arranging how to spend the day(s) off or holiday.
- 10.2 Basically all holidays to which the employee is entitled must be taken in the calendar year in which they were accrued. The statutory holidays expire six months after the last day of the calendar year in which the entitlement was accrued, unless the employee has up to that moment within reason not been able to take holidays. The extra-statutory holidays expire five years after the last day of the calendar year in which the entitlement was accrued.
- 10.3 If on the date that the employment comes to an end the apprentice appears to have enjoyed more holidays than he had accrued then the surplus wage paid for these holidays enjoyed too much shall be deemed to have been paid by way of advance and the employer is entitled to settle and/or reclaim the wage paid in surplus.

Article 11: Pension

11.1 The apprentice shall, if and to the extent that the compulsory membership scheme applies, be registered with the Pension Fund for the Hotel, Restaurant and Café & Catering Industry (PH&C) by the employer.

Article 12: Confidentiality obligation

12.1 Barring prior consent of the employer, the apprentice is both during and after expiry of the employment agreement held to observe strict confidentiality in respect of any and all matters and particulars that are related to the business of the employer, its directors / board of directors and/or partners and/or the businesses affiliated with the employer and/or customers, suppliers and/or business relations of the employer that are known to him on account of his position or otherwise.

Article 13: Further provisions

13.1 The CLA for the hotel, restaurant and café industry and related industries is applicable to this employment agreement.

13.2 Internal rules are / are not applicable within the company of the employer and a staff manual is / is not applicable. The content hereof is known to the employee. Through signature of this agreement the employee declares to have received a copy of the internal rules and/or the staff manual and declares to comply with the provisions set forth in the internal rules and/or the staff manual. The employee is familiar with the fact and agrees that the internal rules and/or the staff manual can be changed unilaterally by the employer⁸.

13.3 Dutch law is applicable to this employment agreement. The Dutch court is exclusively competent to take cognisance of disputes that directly or indirectly derive from this employment agreement.

Drawn up and signed in three originals in

Date - - 20.....

The apprentice⁹

The employer¹⁰

.....

.....

1. See [Topic 5 My Development](#) of the CLA.
2. The agreement comes to an end without notice. However... the law requires that at the latest a month before the end of a fixed term of 6 months or more written "notice" is given whether or not the agreement is renewed or not and if so, on the basis of what terms and conditions. If this does not happen then the employee can claim a maximum of one month's wage. As the occasion arises the agreement does come to an end.
3. There is question of a predominantly predictable working pattern if the hours during which the work must be performed are predominantly, either directly or indirectly, determined by the employer. Unlike the on-call agreement, there can in this respect be question of a fixed wage and working time, however it has not been determined in advance when the apprentice must work.
4. Only enter the days and hours that the apprentice is practically expected to be timetabled / called. Beyond these reference days and hours, the apprentice cannot be required to work.
5. In an employment agreement for a fixed term of 6 months or less a probationary period cannot be stipulated. By law a maximum probationary period of 1 month can be stipulated in case of an employment agreement of more than 6 months but less than 2 years. A probationary period of 2 months can be stipulated in case of agreements of 2 years or longer. The probationary period is at most 1 month in case of an agreement for a fixed term of which the end has not been set at a calendar date. It must, however, regard a first agreement in the chain, unless it regards an agreement that clearly requires other skills and/or responsibilities that they could not be assessed during the previous agreement.
6. As an employer you cannot unilaterally terminate the employment agreement early. This is only possible on the basis of a termination agreement, a dismissal permit of the Employee Insurance Agency (UWV), or termination by the Sub-District Court.
7. **Please note:** the right to wages must be spread equally over the year. Hence, an employee cannot receive EUR X in the one month and EUR Y in the other month. Otherwise the employment agreement is qualified as an on-call agreement. This results in various obligations that are related to the nature of the on-call agreement.
8. It may be that the employee does not agree with this last sentence. If this is the case and the sentence is removed then the employee must give consent in case of adjustment of the internal rules and/or the staff manual.
9. A minor aged 16 or over is competent to conclude an employment agreement. If a relevantly incompetent minor aged under 16 concluded an employment agreement and has worked in the employ of the employer for a period of four weeks without objections by his legal representative then he is deemed to have received the consent of the said legal representative to conclude the said employment agreement.
10. The employer is held to make a signed original of the employment agreement available to the employee.

Koninklijke Horeca Nederland

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