**MODEL EMPLOYMENT AGREEMENT FOR APPRENTICES**

(with CLA for the hotel, restaurant and café industry 2022-2023)

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 and place of residence :

Date and place
of birth : in

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 of employment, term**

1. Effective from .......................... the apprentice[[1]](#footnote-1) enters into the employ of the employer.
2. The apprentice is hired for a fixed term. The employment agreement comes to an end by operation of law on ………………., without any notice or any other act being required[[2]](#footnote-2).

**Article 2: Working pattern and working time**

1. In terms of the working time of the apprentice there is question of:

[ ]  a predictable working pattern. The working time may, indeed differ from week to week but is predominantly predictable because work is performed in conformity with the previously known duty roster. The duty roster is communicated 3 weeks in advance.

[ ]  unpredictable working pattern[[3]](#footnote-3) and the working time may differ significantly from week to week. The employee can, in any case, be required to perform work on the following days and times[[4]](#footnote-4):
[ ]  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: ………………………………………………………………………………

1. 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.

1. 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**

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[[5]](#footnote-5):
[ ]  one (1) month if the fixed term exceeds 6 but is less than 24 months[ ]  two (2) months if the fixed term is 24 months or more;
[ ]  no probationary period.

1. During the probationary period the parties can terminate the employment agreement with immediate effect, without notice and without stating reasons.
2. The rules laid down in Title 10 of Book 7 of the Dutch Civil Code are applicable to the probationary period.

**Article 4: Termination**

1. This employment agreement comes to an end by operation of law on the end date stipulated in article 1.1 of this employment agreement.
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 period.
3. In case of termination of the employment agreement, the notice and termination rules laid down in Title 10 of Book 7 of the Dutch Civil Code are observed.

**Article 5: Link with practical training agreement**

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**

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**

1. The employee is appointed in the position of apprentice.
2. The apprentice receives a gross salary of € .................... per [ ]  hour / [ ]  week / [ ]  month / [ ]  four weeks, the holiday allowance is 8%.[[6]](#footnote-6)
3. Wages are not payable on the hours of school visits or other similar study load.
4. The wage is paid per [ ]  month / [ ]  four weeks / [ ]  week by transfer on ............................... to the account number of the apprentice, upon supply of a payslip with a breakdown of the withholdings.

**Article 8: Work location**

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

**Article 9: Holidays and leave**

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 holidays3 as intended in the CLA – 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. As the occasion arises the apprentice is held to take holidays.
2. Basically all holidays to which the employee is entitled must be taken in the calendar year in which they were accrued.
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.
4. In addition to what is stipulated in the CLA applicable to this employment contract in 'Theme 3' with regard to the leave, the employee can claim the following types of paid leave:

- The right to leave in connection with pregnancy, childbirth, adoption and foster care in accordance with the rules of Chapter 3 of the Work and Care Act;

- Short-term absenteeism leave and maternity leave in accordance with the rules of Chapter 4 of the Work and Care Act;

- Short-term care leave in accordance with the rules of Chapter 5 of the Work and Care Act;

- Parental leave in accordance with the rules of Chapter 6 of the Work and Care Act.

**Article 10: Pension**

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 11: Confidentiality obligation**

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 12: Further provisions**

1. The CLA for the Hotel, Restaurant and Café Industry 2022-2023 is applicable to this employment agreement, including potential future changes and they then also form an integral part of this employment agreement.
2. Internal rules ❑ are / ❑ are not applicable within the company of the employer4. 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 declares to comply with the provisions set forth in the house rules. The employee is familiar with the fact and agrees that the internal rules can be changed unilaterally by the employer.
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.
4. ………………

Drawn up and signed in three originals in ...................................................................................

Date \_\_ - \_\_\_ - 20\_\_

The apprentice[[7]](#footnote-7) The employer[[8]](#footnote-8)

................................................ ................................................

1. Also see CLA for the Hotel, Restaurant and Café Industry, Topic 5 My Development. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)
3. There is question of a largely unpredictable working pattern if the times when the work must be performed are predominantly, either directly or indirectly, determined by the employer. In contrast with the on-call agreement, there may be question of a fixed salary and working time, however it has not been determined in advance when the apprentice needs to work. [↑](#footnote-ref-3)
4. Only fill in the days and times when the apprentice is practically expected to be actually be timetabled / called. Beyond these reference days and hours, the apprentice cannot be required to perform work. [↑](#footnote-ref-4)
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 shorter 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. [↑](#footnote-ref-5)
6. 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.  [↑](#footnote-ref-6)
7. 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. [↑](#footnote-ref-7)
8. The employer is held to make a signed original of the employment agreement available to the employee. [↑](#footnote-ref-8)