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

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

**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”

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

Article 1: Commencement of employment and term

1. Effective from ............................ the employee enters into the employ of the employer as a stand-in worker[[1]](#footnote-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.
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 1976 or

after 18th birthday)
[ ]  Seasonal worker[[2]](#footnote-2)
[ ]  Seasonal worker climate or nature[[3]](#footnote-3)

**Article 2 Working pattern and working time**

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 Book 7 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. 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 of 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.
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.
4. In terms of the working time of the employee there is question of an unpredictable working pattern[[4]](#footnote-4) 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[[5]](#footnote-5):
[ ]  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: ……………………………………………………………………………..

**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[[6]](#endnote-1):
[ ]  a probationary period of one (1) month if the fixed term exceeds 6 but is less than 24 months[ ]  a probationary period of two (2) months if the fixed term is 24 months or more;
[ ]  no probationary period.
2. During the probationary period the parties can terminate the employment agreement with immediate effect, without notice and without stating reasons.
3. 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 1.2 of this employment agreement.
2. This employment agreement can be terminated early[[7]](#footnote-6) by each party in writing effective from the end of the calendar month, in consideration of the applicable statutory rules and the statutory notice period[[8]](#footnote-7).
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: Position and remuneration

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).
2. The employee

[ ]  Is as a skilled worker classified in job category ........

in conformity with the Manual Reference Jobs Hotel, Restaurant and Café Industry.

[ ]  Receives, as an unskilled worker, at least the statutory minimum (youth) wage applicable to him or, from 1 September 2022, the CLA minimum (youth) wage of the basic wage of job category I.

1. The employee receives an hourly wage of € ............... per [ ] hour / . The holiday allowance amounts to 8%[[9]](#footnote-8).
2. 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

1. The wage is paid per [ ]  month / [ ]  four weeks / [ ]  week by transfer on ............................... to the account number of the employee, upon supply of a payslip with a breakdown of the withholdings.
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 or perform activities for the benefit of third parties.

**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 work locations.

 [ ]  The employee is free to determine his work location.

1. 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: 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 holidays 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 employee is held to take holidays.
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.
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.
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 8: Pension

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 9: Confidentiality obligation**

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 10: 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. Within the business of the employer internal rules ❑ are / ❑ are not applicable[[10]](#footnote-9). 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 two originals[[11]](#footnote-10) in ...................................................................................

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

The employee[[12]](#footnote-11) The employer

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

1. See article 1.9A of the CLA [↑](#footnote-ref-1)
2. See article 1.10 of the CLA [↑](#footnote-ref-2)
3. See article 1.10A of the CLA [↑](#footnote-ref-3)
4. 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 employee needs to work. [↑](#footnote-ref-4)
5. Only fill in the days and times when the employee is practically expected to be actually be timetabled / called. Beyond these reference days and hours, the employee cannot be required to perform work. [↑](#footnote-ref-5)
6. [↑](#endnote-ref-1)
7. 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. [↑](#footnote-ref-6)
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. [↑](#footnote-ref-7)
9. 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. [↑](#footnote-ref-8)
10. Tick where applicable. [↑](#footnote-ref-9)
11. The employer is held to make a signed original of the employment agreement available to the employee [↑](#footnote-ref-10)
12. 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-11)