

## Instrument for drawing up employment contracts January 1, 2021

### Introduction

A clear, specific employment contract containing important rights and obligations makes matters easier for both the employer and the employee.

This instrument is an aid for businesses and will help you draw up a good employment contract. This employment contract includes the sections that are required by Dutch law. We have laid the emphasis on its practicality. We recommend that you seek advice if you want more understanding of the legal requirements.

### Instrument

#### GENERAL DETAILS

In this first section, you must name the parties to the contract and the type of contract that you are entering into:

1. A temporary, fixed-term employment contract
2. An open-ended employment contract

### The Undersigned

**Employer's name**, with its registered office in **name of town**, at **address**, hereinafter called the Employer, represented by **name and position of the person who is to sign the contract** and **first names and surname of the employee**, born on **date**, residing in **name of town** at **address**, hereinafter called the Employee.

The Employer and Employee are jointly called the Parties.

### Explanation

We shall assume that one party is a business and that someone is entering into the contract on behalf of that business. These details record the employee's data.

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### Article 1 – The term of the contract (temporary contract)

The Employee shall enter into the Employer's employment on **date** for a term of **term**. The Employment Contract shall end by operation of law on **last day of the term**.

### Article 1 – The term of the contract (permanent contract)

The Employee shall enter into the Employer's employment on **date** for an unspecified term.

### Explanation

You must state the time the Employee joins the Employer's company.

A temporary contract ends by operation of law on the date given. If the contract ends by operation of law, the Employer must give notice of dismissal in writing. If the employment contract has a term of 6 months or more, the employer must give notice of dismissal in writing at least one month before the end date.

## Article 2 – Probationary period

The first [month/two months](#) of an Apprenticeship Contract [shall be regarded](#) as a probationary period within the meaning of Article 7:652 of the Dutch Civil Code. During the probationary period, both the employer and the employee have the right to terminate this contract at any time without needing to give notice.

### Explanation

The parties are free to choose whether or not to arrange a probationary period; however, there are specific conditions:

- A probationary period may only be arranged in the first contract.
- A probationary period must be arranged in writing.
- The probationary period is the same length for the Employer and the Employee.
- The probationary period may not exceed 1 month if the contract has a term of under two years.
- The probationary period may not exceed 2 months if the contract has a term of two years or if it is an open-ended contract.

## Article 3 - Termination

Both the employer and the employee may terminate the contract; the parties must observe the legal regulations for giving notice of leaving employment and giving notice of dismissal.

### Explanation

Both parties can end the employment contract. The employee can end it by sending a letter in which he or she gives notice of leaving the employer's employment. The employer can, in principle, only end the employment contract after asking permission from the UWV (Employee Insurance Agency) or the subdistrict court. If the employer has the UWV's permission to dismiss the employee, the employer must still send a notice of dismissal to the employee. If the subdistrict court cancels the employment contract, the employer does not need to send a notice of dismissal. Notice period, Dutch Civil Code, Article 7:672.

If the employment contract ends on the agreed date by operation of law, the employer must notify the employee in advance and in writing that his or her employment contract is about to end. Giving notice of dismissal, Dutch Civil Code, Article 7:668.

If an employment contract is concluded with an apprentice, the following sections can be added to the first part of the employment contract.

- In an apprenticeship contract, the course or training programme can be included as an integral part of the contract. In that case, it should be mentioned in the 'whereas clause'. The employee is following the course/training programme [name of course/training programme](#) at [name of school](#) and wishes to work for the employer as part of his or her training/course.
- An apprenticeship contract may include another means of ending by operation of law, i.e. if the employee drops out of the course/training programme. If you want to cover that, you can add the following sentence to Article 1 in a fixed-term employment contract: Or on the day the employee's course/training programme ends.
- If you, as the employer, are paying for the course or training programme, you can include agreements about paying back the costs in the employment contract. They can only be demanded back if the employee ends the contract. The agreement must be drawn up in writing and signed.

## CONTENT – WORK – JOB

### Article 4 – The Job

The employee shall hold the position of **name of job**

#### Explanation

You must state the job in the employment contract. If you like, you can list the most relevant tasks or include a job description.

### Article 5 – The salary

The basic salary, based on a 40-hour working week, is € **amount** gross per month. The salary is paid monthly. The payslip shall be sent by digital means.

#### Explanation

You must mention the wage and the payment period. The employee must give you permission to send the payslips by digital means.

### Article 6 – The length of the working week and working times

The employee shall work, on average, **number** hours per week.

The normal working times are between **time** hours and **time** hours, from **day** up to and including **day**.

#### Explanation

You must state the usual length of the working week.

The working times regulations for inland shipping offer more options for scheduling working hours. Many employers in inland shipping tie fixed amounts to certain duty rosters. That type of allowance can be deduced from the working times.

## ARGEMENTS AND REGULATIONS

The inland shipping industry is not covered by a collective labour agreement. Nonetheless, a company collective labour agreement or company regulations may apply. Another option is to make the model regulations for working conditions part of the employment contract.

Lastly, important agreements on working conditions can be included in any contract.

### Article 7 – The name of the company regulations/collective labour agreement

The **name of the regulations**, including all future changes made to the regulations, apply to this employment contract.

#### Explanation

It is important that you give the Employee a copy of the applicable regulations. The regulations, future agreements and changes to the regulations apply automatically. If applicable, mention the use of alcohol and drugs and testing for them in the employment contract.

## Article 7 – The model regulations for employment conditions

The model regulations for working conditions are an integral part of this Employment Contract. All future changes shall also apply to the Contract.

### Explanation

It is important that you give the employee a copy of the model regulations for working conditions. The model regulations, future agreements and changes to the model regulations apply automatically. If applicable, mention the use of alcohol and drugs and testing for them in the employment contract.

## Article 7 – Regulations

- 7.1 public holidays and leave
- 7.2 duty roster and allowances
- 7.3 overtime
- 7.4 pay rises
- 7.5 continued pay during absence due to an incapacity for work
- 7.6 expense allowances
- 7.7 company machinery and equipment
- 7.8 observance of working conditions regulations
- 7.9 ancillary activities
- 7.10 behaviour expected of a good employee

### Explanation

If there are no overall regulations that apply to the contract, it is important to include a number of working conditions in the employment contract. We have listed a number of obvious working conditions under this article.

7.1 You must at least mention the leave entitlements and how the entitlements are calculated.

7.8 If applicable, mention the use of alcohol and drugs and testing for them in the employment contract

Whether you have your own rules, you are following the model regulations or you include agreements in the employment contract, it is a good idea to describe a number of matters in more detail in a letter.

Subjects for an accompanying letter could be:

- Which expenses will be reimbursed: travel - meals, etc. Name them and state how much the employee will be reimbursed.
- Rules for company clothing/work wear and protective gear.
- Rules for calling in sick.
- Rules for the use of the living quarters on board.

## APPLICABLE LEGISLATION

This Contract is governed by Dutch law. Proof of identification must be provided on board.

### **Pension**

The Employee is registered with the Bedrijfspensioenfonds voor de Rijn- en Rijnvaart.

### **Explanation**

As from 2021, there is a mandatory industry-wide pension scheme for shipboard staff in the freight transport industry. The employer and employee associations have placed this pension scheme with the Rhine and Inland Navigation fund (Bedrijfspensioenfonds voor de Rijn- en Binnenvaart). [www.rijnenbinnenvaartpensioen.nl](http://www.rijnenbinnenvaartpensioen.nl)

### **Leave for combining work and care**

The Work and Care Act provides for various types of leave that allow employees to combine their work and personal life more easily.

### **Explanation**

[The Work and Care Act \(Wazo\)](#) covers, and combines, various types of leave for employees. Some types of leave are paid leave, others are not paid. Some types are statutory rights, but you can make agreements about other types with your employees. The grounds for such leave is the actual time the employee needs.

### **Social Security**

The Employer and the Employee have laid down the country in which the Employee is covered by social security in the A1 certificate of coverage.

### **Explanation**

The A1 certificate of coverage states where the Employee is entitled to/has accrued rights to social security. More information about the A1 certificate is available from the Chamber of Commerce business support [website Ondernemersplein](#). You can apply for the A1 certificate at [the website of the SVB](#)