

# KHN

2020



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



## Information

### Employers:

	<b>Koninklijke Horeca Nederland</b> <a href="http://www.khn.nl/cao">www.khn.nl/cao</a> KHNadvies (KHNadvies@khn.nl) telephone 0348 489 411
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### Employees

	<b>CNV Vakmensen</b> <a href="http://www.cnvvakmensen.nl">www.cnvvakmensen.nl</a> contact <a href="mailto:info@cnvvakmensen.nl">info@cnvvakmensen.nl</a> telephone 030 751 10 07
	<b>FNV Horeca</b> <a href="http://www.fnvhoreca.nl">www.fnvhoreca.nl</a> contact <a href="mailto:info@fnvhoreca.nl">info@fnvhoreca.nl</a> members 036 535 8595 non-members 0900 2391000 (€ 0.50 per minute)

**CLA for**  
**the hotel, restaurant and café industry and related industries**  
**from**  
**1 January 2020 up to and including 31 December 2020**

The undersigned:

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

and

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

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

hereinafter referred to as: the trade unions

Whereas

- The CLA can offer, on the one hand, improvement to the employee and, on the other hand, limited relief to employers during the implementation of the Dutch Labour Market in Balance Act and therefore
  - the safeguarding of purchasing power of skilled workers between basic and final salary can be improved;
  - the description of skilled worker can be improved;
  - the appreciation of multi-annual over final salary can be improved;
  - the CLA facilities can be set up around the Dutch Labour Market in Balance Act;
  - the safeguarding of the social agenda and the relevant progress must be established

agree

To make adjustments to the CLA for the hotel, restaurant and café industry and related industries 2018-2019.

Please note: A provision that compensates the 3% effective from 1 January 2020 after an order declaring the CLA binding for employers who are not bound by the same is examined further on legal feasibility. This intention is to align this in the course of 2020. This does not prevent further implementation. A necessary provision can potentially be realised as a change.

Declare

to have concluded the following collective labour agreement (CLA) effective from 1 January 2020.

The CLA were originally prepared in the Dutch language. In case of disputes regarding the interpretation of an article, the Dutch text of the CLA shall be decisive.

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SAUTIES	
• Fittessaus	• €1,-
• Pindasaus	• €0,-
• Special	• €0,-
• Ketchup/Curry	• €0,-
• frietmix	• €0,-
• Sausmix	• €0,-
• Sausmix grof	• €2,-



## Topic 1 My Work

1.1 Collective Labour Agreement (CLA)	Collectieve arbeidsovereenkomst voor het horeca- en aanverwante bedrijf.
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, is carried on as a business.
1.4 Scope of application	<ol style="list-style-type: none"><li>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.</li><li>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.</li></ol>
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 fulltime 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	<p>Your employment agreement is an on-call agreement according to Section 628a Subsection 9 of Book 7 of the Dutch Civil Code if</p> <ul style="list-style-type: none"> <li>a. the scope of your employment has not been set as a number of hours per time unit of: <ul style="list-style-type: none"> <li>• 1 at most one month; or</li> <li>• 2 at most a year and the entitlement to your salary is spread evenly over the time unit; or</li> </ul> </li> <li>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.</li> </ul>
1.10	Stand-in worker - zero hours	<p>As a stand-in worker 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.</p> <p>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.</p> <p>The on-call agreement of the stand-in worker - zero hours does not contain a scope of employment.</p> <p>The special provisions set forth in article 4.18 of this CLA are applicable to the stand-in worker - zero hours.</p>
1.10a	Seasonal worker	<p>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.</p> <p>Article 2.9 of this CLA applies to this employee, which includes a deviation from the successive employment provision of Section 558a Subsection 13 of Book 7 of the Dutch Civil Code.</p>

1.10b Seasonal worker Climate or nature	<p>Climate or nature</p> <p>If the position of seasonal worker can, due to climatological or natural circumstances, only be performed 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.</p>
	<p>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 articles 3.5a and 3.5b of this CLA are applicable to this employee.</p>
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	<ol style="list-style-type: none"> <li>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 sections 7.2.8 and 7.2.9.</li> <li>2. The following options can be distinguished.             <ol style="list-style-type: none"> <li>2.1. A senior secondary vocational education at a Regional Training Centre (ROC).</li> <li>2.2. Another (private) education institution in the day release pursuant to the Dutch Adult and Vocational Education Act.</li> </ol> </li> </ol>
1.13 Trainee	The person who is under supervised employment at the employer in pursuance of a curriculum of a prevocational 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"> <li>1. Descriptions of reference jobs;</li> <li>2. Manual for the employer to classify the business functions in job categories.</li> </ol> <p>The manual is available via <a href="http://www.referentiefunctieshoreca.nl">www.referentiefunctieshoreca.nl</a> and was declared universally applicable pursuant to a decree dated 20 October 2010, and rectified on 19 November 2010, Dutch Government Gazette 22 October 2010, no. 16796.</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>Business functions can be distinguished in:</p> <p>functions that can be performed during the entire year;</p> <p>functions that can be performed by a seasonal worker.</p> <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;</p> <p>positions that cannot be performed according to the on-call agreement;</p> <p>positions that can be performed by a stand-in worker - zero hours according to the on-call agreement;</p> <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"> <li>1. The amount from the wage scale for the category (wage grade) in which the (business) function has been classified.</li> <li>2. The wage according to the wage scale with the basic wage and continues up to the final wage. The amounts are gross.</li> <li>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.</li> </ol>

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 1/164.67th part of the monthly wage in case of a fulltime employment (fulltime is the normal working time according to article 1.23).
1.23	Normal working time	<ol style="list-style-type: none"> <li>1. Main rule: the normal working time over every 12 months amounts to 1,976 hours. This means an average working time of 38 hours per week in case of a fulltime employment.</li> <li>2. Derogation: it can be established in the employment agreement that the working time over every period of 12 months exceeds the normal working time. However, the limits pursuant to the working hours regulations must be observed.</li> <li>3. 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).</li> <li>4. The normal working time with the derogation and the exception are basically referred to as a fulltime employment.</li> </ol> <p>On 1 January 2018 the reference amount of three times the statutory minimum wage amounts to €61,352.64 (including holiday allowance). This amount is indexed annually.</p>
1.24	Part-time employment	If the employee works less hours than the normal working time (fulltime) 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	TCE	The Model Terms and Conditions of Employment of which application was recommended by the Dutch Trade Association for the Hotel, Restaurant and Café Industry in the period after expiry of the CLA for the Hotel, Restaurant and Café Industry with a term from 1 August 2012 up to and including 31 March 2014.
1.27	Cancelled	
1.28	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.
1.29	Duration and term of CLA	The CLA has a term of 12 months: from 1 January 2020 up to and including 31 December 2020.



## Topic 2 My Employment Agreement

2.1	Proportionate application of this CLA	This CLA was written from the perspective of the employee with a normal working time (fulltime). 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 was written from the perspective of the employee with a normal working time (fulltime). 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.
2.3	Good employment practices (employer) Goed werkgeverschap	<ol style="list-style-type: none"><li>1. Your employer is respectful towards you in terms of conduct and approach as befits a good employer.</li><li>2. Your employer reacts in writing to a written request regarding your terms and conditions of employment within 4 weeks.</li></ol>
2.4	Good employment practices (employee)	<ol style="list-style-type: none"><li>1. You act as befits a good employee and you are respectful in your conduct and approach and you comply with the company rules and work instructions of your employer or supervisor.</li><li>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.</li></ol>
2.5	Establish employment agreement in writing	Your employer is held to establish the employment agreement with you in writing (on paper).
2.6	Probationary period	The provisions of the Dutch Civil Code are applicable to a probationary period.
	<b>Please note:</b>	
		<ol style="list-style-type: none"><li>1. A probationary period must always be established in writing in the employment agreement and must be the same for both parties.</li><li>2. In case of continuation of a fixed-term employment agreement for the same activities a probationary period cannot be stipulated again.</li></ol>
		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.
3. Condition is then that you had already been employed by this employer before attaining the state pension age.
4. 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.
5. **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.

2.12 Deficit hours

1. If on the end date of your employment agreement or in a period of every 12 months 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 there are deficit hours at the end of every period of 12 months then they can be made up at the latest in the subsequent 6 months. 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. Please note: 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.
6. Please note: If at the end of every period of 12 months you worked more hours than stipulated and that were not paid yet then these hours can be compensated in time for time within 6 months (see articles 3.13 and 3.14) or are paid out when your employment agreement comes to an end.

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. Ancillary activities can be prohibited if this opposes compliance with legislation and statutory rules or if there may be a conflict with other interests of the business of the employer.
3. As an employee you inform your employer in writing of your plans to start your own business or to start working in the employ of another employer or start expanding the work for another employer.

<p>2.14 Business assets</p>	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>4. <b>Please note:</b> 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.</li> </ol>
<p>2.15 Confidentiality</p>	<p>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.</p>
<p>2.16 Compliance</p>	<p>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.</p> <p>If as a stand-in worker you are of the opinion that you cannot comply 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. This has no other consequences.</p>

## Topic 3 My Working Time

3.1 Regulations	<ol style="list-style-type: none"><li>1. You and your employer must comply with the statutory rules for working hours and the rules established about this in the CLA.</li><li>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.</li></ol>
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 2 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.
3.5a On-call agreement, call and wage	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
Exception seasonal worker climate and nature	If you are a seasonable 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	<p>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.</p>
	<p>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.</p>
Exception seasonal worker climate and nature	<p>Exception. The mandatory offer does not apply if you 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.</p>
3.6 Working on Sunday and equivalent days	<ol style="list-style-type: none"> <li data-bbox="520 781 1491 916">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.</li> <li data-bbox="520 961 1491 990">2. If you are scheduled on a Sunday then you must work on that Sunday.</li> <li data-bbox="520 1028 1491 1230">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: <ul style="list-style-type: none"> <li data-bbox="584 1140 1491 1192">• In an advancing period of 12 months you work (worked) at least 39 Sundays.</li> <li data-bbox="584 1192 1491 1221">• The business conditions also make this possible.</li> </ul> </li> </ol>
3.7 Average 5-day working week	<p>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.</p>
3.8 Night work	<ol style="list-style-type: none"> <li data-bbox="520 1343 1491 1417">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.</li> <li data-bbox="520 1455 1491 1657">2. Your employer organises the work such that in every period of <ol style="list-style-type: none"> <li data-bbox="584 1507 1491 1581">2.1. 52 consecutive weeks work in a night shift that ends after 02:00 o'clock is performed a maximum of 140 times;</li> <li data-bbox="584 1581 1491 1610">or</li> <li data-bbox="584 1610 1491 1662">2.2. work is performed during 00:00 o'clock and 06:00 o'clock for a maximum of 38 hours.</li> </ol> </li> <li data-bbox="520 1702 1491 1832">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.</li> </ol>

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 articles 4.13 and 4.14.

3.11 Public holidays There are 9 public holidays: New Year's Day, Easter Sunday and Monday, Ascension Day, Whit Sunday and Monday, King's Day 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 6 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:** The public holidays may coincide with days that were not scheduled due to the rest days. Then the allowance does not apply. The public holidays can coincide with the regular roster but work is or does not need to be performed on the public holiday and then the said public holiday is already a day off on full wage. In that case the allowance is neither applicable.

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 in every period of 12 months 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.

3.14 Overtime allowance The following allowance applies to established overtime hours:

1. Time for time:
  - 1.1. For every overtime hour an hour of time off on full wage.
  - 1.2. In consultation with your employer you can also immediately request your employer payment of 100% of the hourly wage for every overtime hour as a result of which the time for time expires.
2. If time for time is not possible within 6 months after establishment of the overtime then:
  - 2.1. Payment of 100% of the hourly wage takes place for every overtime hour as a result of which the time for time expires.

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:**  
You are entitled to holidays up to four times your stipulated working time per week. Per worked 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  $4 \times 38$  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 fulltime 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 worked 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  $1 \times 38$  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 fulltime 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	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>
3.19	Consecutive holidays	<ol style="list-style-type: none"> <li>1. You are entitled to a holiday period of 3 consecutive weeks.</li> <li>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.</li> </ol>
3.20	Establishment of a holiday	<ol style="list-style-type: none"> <li>1. As an employee you establish the start and end time of the holiday and holiday days in consultation with your employer.</li> <li>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.</li> </ol>
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	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.
3.23	Special leave on full wage	<p>You are entitled to special leave on full wage:</p> <ol style="list-style-type: none"> <li>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;</li> <li>2. 2 days in case of the death of one of your parents (parents-in-law);</li> <li>3. 1 day in case of the funeral or cremation of your brother, brother-in-law, sister, sister-in-law or personal grandparent;</li> <li>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);</li> <li>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;</li> </ol>

Explanation:

Special leave and ‘CRADLE’

Legislation regarding work and care regulates 5 days of paid birth leave for the partner whose partner is giving birth. Effective from 1 July 2020 this is expanded by 5 weeks of parental leave paid via the UWV (Cradle). Regulation in the CLA is then no longer required.

## Topic 4 My Job and Remuneration

4.1 Job classification	<ol style="list-style-type: none"><li>1. Your employer uses the Manual Reference Jobs Hotel, Restaurant and Café Industry for the job classification, see <a href="http://www.referentiefunctieshoreca.nl">www.referentiefunctieshoreca.nl</a> (declared universally applicable by decree dated 20 October 2010, and rectified on 19 November 2010, Dutch Government Gazette 22 October 2010, no. 16796).</li><li>2. Your employer establishes a business function by preparing a description of the most important duties and responsibilities that are assigned to you.</li><li>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.</li><li>4. Your employer then classifies the business function in a job category and is responsible for a correct classification of the business function.</li><li>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.</li></ol>
<p><b>Exception:</b></p> <ol style="list-style-type: none"><li>6. If you are not a skilled worker then you are not classified in a job category in conformity with the method described above.</li><li>7. The job and being a skilled worker or not are included in your employment agreement.</li></ol>	
4.2 Dispute about classification	<ol style="list-style-type: none"><li>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.</li><li>2. If you do not have a supervisor then you consult with your employer.</li></ol>
4.3 Performance of activities	<ol style="list-style-type: none"><li>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.</li><li>2. Your employer limits this to the activities that can reasonably be requested of you.</li></ol>
4.4 Performance and evaluation of the performance	<ol style="list-style-type: none"><li>1. Your performance is important to the company and to yourself. That is why feedback is provided about your performance.</li><li>2. Upon commencement of your employment you agree on work arrangements with your supervisor or your employer and you discuss your personal development.</li><li>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.</li></ol>

4. You discuss your performance and the results of the past period at least once a year.

5. 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. The wages of skilled workers with an actual wage on 31 December 2019 between the basic and final salary of the wage table on 1 July 2018 are increased by 3% effective from 1 January 2020.
3. The employee with an actual wage on 31 December 2019 over the final salary of the wage table on 31 December 2019 receive a non-recurring payment of €100.00 (part-time pro rata) on 1 July 2020 if he:
  - a. has been employed for 3 years on 1 January 2020
  - b. has not been allocated a salary adjustment in those three years pursuant to the CLA or other statutory rule
  - c. and did not receive an evidently bad written assessment in those years
4. The job categories and the thereto-pertaining wage scales are included in the wage tables that are part of this CLA as schedule II. The table is also published on [www.khn.nl/cao](http://www.khn.nl/cao).
5. If in pursuance of article 4.5 under 2 your employer links an increase to the assessment then the said increase can be settled with the increase of 3%.

4.8	Wage 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 not a skilled worker then you receive at least the statutory minimum (youth) wage that is applicable to you. The lower BBL graduated scale is not applied.
4.10	Wage stipulated working time is more than normal working time (1.23)	<ol style="list-style-type: none"> <li>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.</li> <li>2. The proportionality also applies in case of part-time employment, however in that case proportionately less.</li> </ol>
4.11	Cancelled	
4.12	Night-work allowance front office lodging establishments	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>
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 derivative of the applicable statutory minimum (youth) wage in case of an employment agreement of on average 48 hours per week: the statutory minimum (youth) wage divided by 48.
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 (PartiallyDisabled 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 628a 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!

Social partners shall start the elaboration of customisation upon the description of role profiles in positions for the job valuation, remuneration structure and career paths from January 2020. This shall be completed before September 2020 in view of new bargaining. All parties to the CLA are subject to a best efforts obligation.

### 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. 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.
2. 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 his training.



## 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 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.
2. **Please note:** The statutory continued wage payment for an employee who has attained the state pension age amounts to at most 13 weeks and in those instances the supplement is also limited to at most 13 weeks.
3. The supplement as intended in article 7.2 under 1.2 is not applicable when reporting sick after having given notice of termination of the employment agreement or notification of renewing the agreement or not.
4. 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	<ol style="list-style-type: none"> <li>1. To claim the supplement to your wage up to, respectively, 95% and 75% you must comply with some conditions:           <ol style="list-style-type: none"> <li>a. You comply with the rules in case of sickness;</li> <li>b. You lend cooperation in reintegration within or outside of the company;</li> <li>c. You lend cooperation in potential recovery from third parties for continued payment of wages and supplement;</li> <li>d. Your incapacity for work is not the result of a not medically required intervention;</li> <li>e. Your sickness or incapacity for work is not an established consequence of intent, gross culpability and/or reproachable negligence on your part.</li> </ol> </li> <li>2. Non-compliance with these conditions implies no (more) supplement.</li> <li>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.</li> </ol>
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	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ol>
7.6 Full or partial resumption of work	<ol style="list-style-type: none"> <li>1. If there would be question of full or partial resumption of work then the (monthly) wage is paid in proportion to these activities.</li> <li>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.</li> </ol>
7.7 Right of recourse	<ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol>

**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	<ol style="list-style-type: none"><li>1. If more than 25 employees are employed your employer shall appoint an employee as health and safety officer.<ol style="list-style-type: none"><li>a. This employee lends cooperation in the performance and preparation of a risk inventory and evaluation (RI&amp;E), where possible whilst making use of the recognised hotel, restaurant and café industry RI&amp;E.</li><li>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.</li></ol></li><li>2. If fewer than 25 employees are employed then your employer can personally carry out the duties of the health and safety officer.</li></ol>
7.10	Industry RI&E instrument	There is an industry RI&E instrument available on <a href="http://www.rie.nl">www.rie.nl</a> that 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
<b>Working time per duty</b> 12 hours maximum (including overtime)	<b>9 hours maximum (including overtime)</b>  <b>Please note:</b> 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 fulltime employment. Hence, days of 12 hours must be countered by days of less hours.	<b>Basically no work.</b>  <b>Permissible:</b> 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.
<b>Working time per week</b>	<b>60 hours maximum (including overtime)</b>  <b>Please note:</b> 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 fulltime employment.	<b>45 hours maximum (including overtime)</b>  <b>Condition:</b> Not during school hours  <b>Please note:</b> The time when the young person is in school (including breaks) is qualified as working time: maximum of 9 hours per duty. <ul style="list-style-type: none"> <li>On school day: 2 hours.</li> <li>Non-school day and holiday: 8 hours for a 15-year-old and 7 hours for a 14-year-old.</li> </ul> <ul style="list-style-type: none"> <li>In school week: 12 hours maximum.</li> <li>In a holiday week: 40 hours.</li> <li>Maximum of 5 working days per week.</li> </ul>
<b>Working time per period of 4 consecutive weeks</b>	<b>Average of 55 hours per week.</b>  <b>Please note:</b> The possibility is limited by the normal working time in case of fulltime employment.	<b>Average of 40 hours per week.</b>  <b>140 hours (35 hours on average)</b>

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
<b>Working time per period of 16 consecutive weeks</b>	Average of 48 hours per week, without night shifts  Average of 40 hours per week, with night shifts  <b>Please note:</b> the possibility is limited by the normal working time in case of fulltime employment.	Holiday weeks per year: <ul style="list-style-type: none"> <li>• For a 15-year-old 6 holiday weeks of which at most 4 consecutive</li> <li>• For a 14-year-old 4 holiday weeks of which at most 3 consecutive</li> </ul>
<b>Working time per period of 52 consecutive weeks</b>		Prohibition on work between 19:00 o'clock and 07:00 o'clock for a 15-year-old and a 14-year-old.
<b>Applicability of working time</b>	No restriction	Up to at most 23:00 o'clock
<b>Working time for apprentices, including time for training</b>	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.
<b>Rest hours per day</b>	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.
		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
<b>Rest hours per week</b>	<ul style="list-style-type: none"> <li>36 hours (in every period of 7 days of 24 hours).</li> <li>or</li> <li>72 hours (in every period of 14 days of 24 hours).</li> </ul> <p>Per week there are an average of 2 rest days, basically consecutive, unless this is opposed by operating conditions.</p>	<ul style="list-style-type: none"> <li>36 hours (in every period of 7 days of 24 hours).</li> <li>72 hours (in every period of 14 days of 24 hours).</li> </ul> <p>Per week there are an average of 2 rest days, basically consecutive, unless this is opposed by operating conditions.</p>
<b>Break consecutive working time &gt; 4.5 hours</b>	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.
<b>Break consecutive working time &gt; 10 hours</b>	45 minutes (can be divided into 3 x 15 minutes)	Shift > 9 hours not permissible.
<b>Working on Sundays</b>	<ul style="list-style-type: none"> <li>No minimum number of Sundays in every period of 52 weeks on which work is not carried out.</li> <li>You only work on 40 or more Sundays in every period of 52 consecutive weeks if you agree with the same.</li> </ul>	<ul style="list-style-type: none"> <li>No minimum number of Sundays in every period of 52 weeks on which work is not carried out.</li> <li>You only work on 40 or more Sundays in every period of 52 consecutive weeks if you agree with the same.</li> </ul>
<b>Night work</b>	<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><b>Number of night shifts per period of 52 weeks</b> OR <b>per period of 2 consecutive weeks</b></p>	<p>Prohibition on night work under the age of 18.</p> <p>140 night shifts (that end after 02:00 o'clock in every period of 52 consecutive weeks)</p> <p>OR</p> <p>At most 38 hours of work between 00:00 o'clock and 06:00 o'clock in every period of 2 consecutive weeks.</p>
		Prohibition on night work under the age of 18.

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
<b>Working time per night shift</b> <p>A maximum of 10 hours</p> <p>Deviation possibility: A maximum of 5 times in every consecutive period of <math>14 \times 24</math> 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"> <li>• work a maximum of 12 hours per night shift with;</li> <li>• after that an uninterrupted rest period of at least 12 hours.</li> </ul>	<p><b>Uninterrupted rest hours night shift</b></p> <p>At least 14 hours:</p> <ul style="list-style-type: none"> <li>• After the performance of a night shift that ends after 02:00 o'clock.</li> </ul> <p><b>Please note:</b> Once in every consecutive period of <math>7 \times 24</math> hours the rest hours can be reduced to at least 8 hours.</p>	<p><b>Uninterrupted rest hours after at least 3 or more subsequent night shifts</b></p> <p>At least 46 hours</p> <p><b>Series of night shifts</b></p> <p>A maximum of 7 subsequent shifts</p> <p><b>Permanent night shift (exclusively for entertainment establishments where work is exclusively or basically performed in night shifts)</b></p> <p>At most 20 hours of work:</p> <ul style="list-style-type: none"> <li>• in a night shift that ends after 02:00 o'clock</li> <li>• in every period of 4 consecutive weeks</li> </ul> <p><b>On-call duty</b></p> <p>As an employer you can only impose an on-call duty to your employee aged 18 or over</p> <p><b>Maximum duration of on-call duty</b></p> <p>A period of at most 24 consecutive hours.</p> <p><b>Maximum number of on-call duties</b></p> <ul style="list-style-type: none"> <li>• A maximum of 52 on-call duties</li> <li>• In every period of 26 consecutive weeks</li> </ul>

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><b>Average working time on-call duties</b></p> <p>On average a maximum of 48 hours per week in every period of 26 consecutive weeks.</p> <p><b>Deviations:</b> Only in consultation with your employee:</p> <ul style="list-style-type: none"> <li>Up to a maximum of on average 60 hours per week.</li> <li>In every period of 26 consecutive weeks</li> </ul> <p><b>Please note:</b></p> <ul style="list-style-type: none"> <li>You establish the arrangement in writing.</li> <li>It applies for a period of 26 weeks.</li> </ul> <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> <p><b>Uninterrupted rest hours on-call duties</b></p> <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"> <li>An uninterrupted rest period of at least 24 hours;</li> <li>And 6 uninterrupted rest periods of at least 11 hours where uninterrupted rest periods can be consecutive.</li> </ul>		



## **Schedule II, Wage tables for skilled workers from 01 January 2020**

The Dutch Trade Association for the Hotel, Restaurant and Café Industry publishes the latest Wage tables on [www.khn.nl/cao](http://www.khn.nl/cao).



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### Schedule III, Rules in case of sickness

1. Reporting sick	<p>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.</p> <p>b. When reporting sick you, as an employee, mention (where possible):</p> <ul style="list-style-type: none"><li>• the expected duration of the sickness;</li><li>• your (nursing) address and telephone number.</li></ul>
2. Consulting a GP	<p>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.</p>
3. Staying home	<p>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.</p> <p>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.</p> <p>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.</p>
4. Making visit possible	<p>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.</p> <p>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.</p>
5. The correct address	<p>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.</p>
6. Not hindering recovery	<p>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.</p>
7. Performing duties	<p>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.</p>
8. Staying abroad	<p>During your incapacity for work you require the consent of your employer for a multiday stay abroad.</p>

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.

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

- 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.
- 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.
- 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.
- 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.

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.

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