

# Model

## Arbeidsovereenkomst voor bepaalde tijd cafetariaregeling Engelse vertaling



**Versie 14 januari 2015**

Deze voorbeeld arbeidsovereenkomst cafetariaregeling is met veel zorgvuldigheid samengesteld door LTO Nederland, desondanks kan LTO Nederland niet aansprakelijk gesteld worden voor schade, van welke aard ook, ontstaan door het gebruik van dit model.

Vragen over de cafetariaregeling? Bel naar de Werkgeverslijn land- en tuinbouw, T 088 – 888 66 88.

# Fixed-term employment contract with use of the agreements ET costs LTO Nederland - Tax office

Undersigned,

Name organisation .....  
Place of business .....  
Membership number xLTO or specialist organisation affiliated with LTO: .....  
legally represented in this matter by: (name of official) .....

hereinafter referred to as 'Employer', and

Name employer .....  
Residential address country of origin of employee: .....  
Residential city in country of origin of employee: .....  
Temporary address of employee .....  
Date of birth of employee .....  
BSN / SOFI number of employee .....

hereinafter referred to as employee, hereby declare that they have entered into an employment contract with the following terms and conditions:

1. The employee shall enter the employment of the employer from \_\_\_\_\_ full date\*, in the position of \_\_\_\_\_.
2. The employment contract is entered into for a fixed term and shall automatically end on \_\_\_\_\_ full date\*.
3. Parties have agreed a mutual trial period of one month\*. During this trial period, either party is allowed to terminate the employment contract on any day.
4. The standard working hours shall be 38 hours per week. Working hours of over 38 hours are possible based on the provisions of the collective agreement. The employee accepts that the seasonal nature of the work can cause fluctuations in working hours, as a result of which the employee may end up working more or fewer hours than the agreed average working hours on a day and/or during a week. Employer and employee shall agree working arrangements about this.
5. This employment contract is subject to current and future provisions of the collective agreement for the Open Cultivation / Greenhouse Farming industry / Animal Husbandry.\*
6. The employee is classified in function group \_\_\_\_ in function year \_\_\_\_\_. Upon entering into employment, the pre-tax hourly wage shall amount to € \_\_\_\_\_.
7. The employer declares to be a member of LTO Noord, ZLTO, LLTB, NFO, KAVB, NOP of LTO Glaskracht Nederland.
8. The employer and employee agree to use the cafeteria agreement between LTO Nederland and the Tax Office for extra-territorial costs. The agreement and its functioning are described in a brochure published by LTO Nederland, about extraterritorial employees. The agreement is applied as follows:
  - a) The exchange of hours against incurred costs is only possible for the hours worked above 38 hours per week, with due consideration of the Minimum Wage Act and the minimum holiday pay. The maximum hours to be swapped up to the maximum working hours described in the appropriate collective agreement, in accordance with the Working Hours Act (above 38 hours per week).
  - b) The employee agrees that the employer will use these hours for exchange in accordance with the following conditions. The employee is aware that the application of this agreement will mean that fewer social rights are accrued in the Netherlands.
  - c) If the employer offers the employee housing, it must meet the requirements which the LTO organisation sets for such accommodation (see national pledge housing of labour migrants). For

the housing costs, the actually charged housing costs are used, with a maximum of 20% of the minimum wage associated with the wage period concerned. The employee also declares that he has independent accommodation (so not live-in employment) in his country of origin.

d) For the travel expenses domicile in country of origin / location where the work is taking place, the actually incurred travel expenses can be exchanged on declaration basis (receipts / invoices).

e) If travelling by own car, the owner of the car will receive the standard 0.19 per kilometre per car, as set by the tax authorities. A number of details must be recorded, see the brochure published by LTO Nederland.

f) For the extra costs for living costs, a sum may be exchanged, depending on the employee's country of origin. See the brochure published by LTO Nederland

9. By signing this contract, the employee has indicated his/her familiarity and agreement with a term of notice of at least one month, indicating the timely legal termination of employment.
10. The employee declares that he/she is aware of and agrees to the employment and company regulations in place at the employer's. These regulations are an integral part of the employment contract between both parties. The employer reserves the right to unilaterally amend the employment contract and company regulations if the employer has reasons that are sufficiently compelling as to outweigh the interests of the employee in accordance with the standards of reasonableness and fairness.
11. The employee is obliged to perform all activities assigned to him/her by or on behalf of the employer in a reasonable manner to the best of his/her ability and while adhering to instructions. This also goes for work and activities that, in case of incapacity for work, are deemed suitable by the occupational health provider.
12. In case of illness, the employee is obliged to inform the employer as soon as possible before the start of the shift, though no later than 9.00 in the morning of the same day. The employee is entitled to continued payment of his wages in case of sickness, on the basis of the applicable collective agreement.
13. The employee shall, prior to the start of the employment, provide the employer with a copy of a valid proof of ID as specified by the Compulsory Identification Act, while showing the original document at the same time. The employee is obliged to always be able to show a valid proof of identity at work. The employee agrees to notify the employer of any changes (change of address and the like) immediately.
14. The employee is held to confidentiality regarding any matters that come to his/her attention in the exercise of his/her duties and which relate to the employer's business and interests.
15. Business assets made available to the employee by the employer for the exercise of his/her duties shall remain the property of the employer and must be returned to the employer by the employee upon first request to that effect and in any case upon termination of the employment contract.

Agreed and signed in duplicate on \_\_\_\_\_ full date\*  
in \_\_\_\_\_ city\*

\_\_\_\_\_  
Employer signature

\_\_\_\_\_  
Employee signature