

# Model

## Aanbod vaste arbeidsomvang oproepkrachten – Engelse vertaling



**Versie 20 juli 2020**

*Dit model is met veel zorgvuldigheid samengesteld door de Werkgeverslijn land- en tuinbouw. Desondanks kan de Werkgeverslijn land- en tuinbouw niet aansprakelijk gesteld worden voor schade, van welke aard ook, ontstaan door het gebruik van dit model.*



## Inleiding

Heeft uw werknemer twaalf maanden bij u gewerkt als oproepkracht? Dan bent u sinds de invoering van de Wet Arbeidsmarkt in Balans (WAB) per 1 januari 2020 verplicht hem na deze 12 maanden een schriftelijk aanbod voor een vast aantal uren te doen. U kunt hiervoor bijgevoegd model gebruiken.

Het is de bedoeling dat u uw oproepkracht een aanbod doet voor het aantal uren gelijk aan de gemiddelde arbeidsomvang van de twaalf voorgaande maanden. Het gaat hierbij alleen om het aanbieden van een vast aantal uren en niet om het aanbieden van een vast dienstverband. De oproepkracht mag dit aanbod accepteren, maar dit is niet verplicht. Zo lang de oproepovereenkomst blijft bestaan bent u verplicht dit aanbod jaarlijks te herhalen. Het aanbod dient schriftelijk of elektronisch te worden gedaan.

Doet u geen aanbod na twaalf maanden? Dan heeft de oproepkracht recht op loon vanaf de uiterlijke datum waarop het aanbod had moeten plaatsvinden. Dit loon is gebaseerd op de gemiddelde arbeidsomvang tijdens de periode van twaalf maanden.

Kijk voor meer informatie over het werken met oproepkrachten op [www.werkgeverslijn.nl/oproepkrachten](http://www.werkgeverslijn.nl/oproepkrachten). Alle informatie over de WAB leest u op [www.werkgeverslijn.nl/wab](http://www.werkgeverslijn.nl/wab).

Heeft u vragen? Dan kunt u terecht bij de Werkgeverslijn land- en tuinbouw via T 088 – 888 66 88.

# Template letter offering guaranteed contractual hours for on-call workers

Employee's name  
Employee's address  
Employee's postcode and place of residence

Location & date

Subject: offer for guaranteed contractual hours

Dear \_\_\_\_\_, Dear \_\_\_\_\_,

Since \_\_\_\_\_, you have been in our employ as an on-call worker in the position of \_\_\_\_\_. By virtue of the Dutch Civil Code (Section 7:628a subsection 5), we are obliged to offer you an employment contract with a guaranteed number of contractual hours after 12 months of employment. This letter serves to offer you a contract in compliance with the above.

Based on the average number of working hours worked, we are pleased to offer you an employment contract for \_\_\_\_\_ hours per week/year.

If you accept this offer, we would like to receive your written response within one month after the date of this letter. If your preference is to continue employment without a guaranteed number of contractual hours, you can. In that instance, we will offer you an on-call agreement again. Please state your choice below. If we have not received a written response from you after one month, we will assume that you have rejected our offer for a guaranteed number of contractual hours.

To be completed by the employee:

The employee **accepts** the offer for guaranteed contractual hours.

The employee **rejects** the offer for guaranteed contractual hours.

After you have stated your choice above, please sign and return this letter.

If you have any questions regarding this letter, or if you would like to find out more about what accepting or rejecting the offer for guaranteed contractual hours means to you, we will be happy to explain it in a personal meeting. If you require a personal meeting, please contact \_\_\_\_\_.

As agreed and drawn up in duplicate in \_\_\_\_\_  
on \_\_\_\_\_

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

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

## Explanation offer of guaranteed hours for on-call workers

On the basis of the Balanced Labour Market Act, we now, with effect from 1 January 2020, are obliged to make you an offer for a guaranteed number of hours if you have been working as an on-call worker for 12 months. We have sent you a letter about this, offering you these guaranteed hours. To determine the number of guaranteed hours, we looked at the average number of hours you worked for us during the past 12 months. It is important to consider your choice carefully. This document explains how accepting or rejecting the offer may affect you.

### Accepting the offer

If you accept the offer, it will have consequences. Below, we have listed the rights and obligations that form a part of an employment contract with guaranteed hours. The agreements from the collective agreement are applicable in this respect.

- You are obliged to work the agreed guaranteed weekly or annual hours. A guaranteed salary forms a part of this.
- Together, we will agree on the days on which you will work. You are obliged to work on those days.
- Under the collective agreement, you are entitled to holidays. If you are unable to come in on the agreed working days, you must request a holiday in time. By virtue of your employment contract, you are entitled to a guaranteed number of holidays each year. They are paid days off.
- If you cannot work and have no holidays left, you can, in principle, not take time off unless we make other arrangements about unpaid leave.
- If you work more than the agreed number of hours, those hours will be paid out in accordance with the collective agreement.

If you accept the offer for the guaranteed number of hours, you can indicate this in the letter. Therefore, please sign it and return it to us. We will then give you a new fixed-term or open-ended employment contract, documenting the new agreements.

### Rejecting the offer

You can also reject an offer for guaranteed hours. Please indicate this in the letter, sign it and return it to us. In that case, we will continue to employ you as an on-call worker and we will carry on calling you in the way we have done during the past period. After 12 months, we will send you another offer for guaranteed hours, as we are obliged to do so by law. You again have to make a choice about whether or not you want guaranteed hours.

If you have any questions, please contact

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