**Employment contract for part-time workers employed in embassies and diplomatic missions**

Between State (name of the foreign country),      ,

represented by Mr      , Ambassador of       in Brussels,

employer,

and

Mr/Mrs/Ms

residing in

holder of identity card No      , issued by the municipality of      ,

on       and valid through      ,

worker,

The following has been agreed:

Article 1: The employer takes on the worker on the basis of an employment contract as of

The worker holds the position of:

The worker performs the following tasks:

Article 2: The contract is concluded:

* For an indefinite period:
* For a specified period from       until
* For a clearly defined task:

Article 3: The place where the work will be performed is:

Article 4: The worker is employed part-time.

The working time is established at:

      hours weekly according to the following work schedule:

Monday: from       to       and from       to

Tuesday: from       to       and from       to

Wednesday: from       to       and from       to

Thursday: from       to       and from       to

Friday: from       to       and from       to

Saturday: from       to       and from       to

Sunday: from       to       and from       to

A copy of the employment contract or an extract of the employment contract containing the working hours, which mentions the identity of the part-time worker and is signed by the worker and the employer, has to be kept at the place where the labour regulations can be consulted.

      hours on a cycle of       weeks, according to the following work schedule:

Monday: from       to       and from       to

Tuesday: from       to       and from       to

Wednesday: from       to       and from       to

Thursday: from       to       and from       to

Friday: from       to       and from       to

Saturday: from       to       and from       to

Sunday: from       to       and from       to

It must be possible to determine when the cycle begins at any time. A copy of the employment contract or an extract of the employment contract containing the working hours, which mentions the identity of the part-time worker and is signed by the worker and the employer, has to be kept at the place where the labour regulations can be consulted.

      hours per week or       hours on a work cycle of       weeks, under a flexible work schedule. In this case, the working days and hours have to be communicated to the worker at least 5 working days in advance and a notice containing the working hours of each day has to be displayed on the premises of the embassy, at the place where the labour regulations can be consulted.

A weekly average of       hours over a period of       weeks (maximum 13 weeks). In this case, the working days and hours have to be communicated to the worker at least 5 working days in advance and a notice containing the working hours of each day has to be displayed on the premises of the embassy, at the place where the labour regulations can be consulted.

When the work schedule is variable, the embassy shall keep a record in which all the exceptions to the work schedule defined in the employment contract or to the displayed variable work schedule should be noted.

Every exception to the work schedule has to be signed by the worker concerned and an embassy official has to sign this document at least once a week.

The worker is at least entitled to a break of       minutes/hours every

Article 5: At the signing date of this contract, the agreed gross monthly salary was set at       EUR gross per month.

Article 6: It was further agreed that the following advantages were granted:

[ ]  Meal vouchers with a nominal value of       EUR, consisting of the worker's part of       EUR and the employer's intervention of       EUR.

[ ]  Travelling expenses to and from work: the social public transport pass will be paid by the employer.

[ ]  Other advantages:

Specify the advantages that are granted to the worker and, where appropriate, the conditions for granting these benefits.

Article 7: The salary will be paid on       by transfer to the following bank or postal account: mer:

IBAN

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Article 8: The work and pay conditions are determined and, if necessary, adapted on the basis of the decisions of Joint Committee No 337.

Whatever the nature of the intellectual or manual work, the provisions of Joint Committed No 337 serve as reference.

The salary shall be indexed pursuant to the indexation of Joint Committee No 337, which means that it will be adapted by the same percentage and at the same time.

The employer agrees to issue a pay slip at the time of payment of the salary

The employer has to fulfill his tax and social security obligation (cf. the useful addresses annexed to this employment contract).

Under no circumstances:

* the worker can be required to bear the so-called "personal social contributions" himself.
* the worker can be required to pay the payroll tax himself, without prejudice to other tax provisions.

The worker is required to comply with his tax obligations in Belgium and to pay taxes in Belgium or in another country in accordance with the applicable international legislation.

Article 9: If the worker is unable to perform his work due to illness or accident, he has to prove this to his employer within two working days from the day of incapacity by means of a medical certificate, which he sends to his employer by regular mail or has handed over to his employer. When the certificate is sent by regular mail, the postmark date shall be considered as the date of mailing.

If the worker is incapacitated for work, he immediately has to inform his employer thereof.

The same obligations apply in case of prolongation of the incapacity for work.

Article 10: The worker shall be entitled to the salary he would have received if he was fit for work and had been able to perform his daily tasks normally, but:

1° going to his work as usual, arrives late or fails to arrive at the workplace, provided that such delay or absence is caused by something that happened on the way to work and that was beyond his control;

2° except in case of a strike, is unable, due to something beyond his control, to start work although he arrived at the workplace as usual or to pursue the work he was doing.

Article 11: Provided that the contract has been concluded for an indefinite period, the employer and the worker may terminate this contract by means of a written notice to the other party. The period of notice shall be determined in accordance with the provisions of articles 37/2 et seq of the law of 3 July 1978 on employment contracts and in accordance with the provisions laid down in the law of 26 December 2013 on the introduction of a single status for manual workers and employees as regards the notice periods, the waiting day and accompanying measures.

The motivation of the dismissal shall be based on collective labour agreement No 109 of 12 February 2014 concerning the motivation of dismissal.

Article 12: If this contract was concluded for a specified period or for a clearly defined task, it automatically ends on the specified date or after the execution of the agreed work. However, is the contract is terminated before the end of the specified period or before the agreed work is carried out, in lieu of notice is due in accordance with the requirements of the law of 3 July 1978 on employment contracts and in accordance with the provisions laid down in the law of 26 December 2013 – unless the contract is terminated on compelling grounds.

The motivation of the dismissal shall be based on collective labour agreement No 109 of 12 February 2014 concerning the motivation of dismissal.

Article 13: For the rest, this contract is subject to the provisions of the law of 3 July 1978 on employment contracts and its implementing decrees and the provisions of the work regulations.

The worker is at least entitled to the annual vacation granted under the Belgian regulations laying down the general rules for the implementation of the laws on annual vacation for salaried workers.

Article 14: It is further agreed as follows:

Article 15: All communications concerning the rights and obligations of the worker (employment contract, pay slip and annexes) are issued in one of the 3 national languages.

Belgian law applies to this employment contract and the Belgian courts and tribunals are competent to take cognizance of disputes arising from this employment contract.

Article 16: The worker acknowledges having received a copy of this contract and a copy of the work regulations. He declares he accepts the terms and conditions.

Done in two copies signed by the parties, in       on

Signature of the worker Signature of the employer

(preceded by the handwritten or his representative

words "read and approved")

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| --- |
| **USEFUL ADDRESSES** |

**Commission of Good Offices**

**(Commission des bons offices – Commissie voor goede diensten)**

commissiondesbonsoffices@emploi.belgique.be

commissievoorgoedediensten@werk.belgie.be

**Taxation**

All questions relating to the tax regime applicable to workers can be sent in English, French or Dutch to the following e-mail address:

international@minfin.fed.be

**For questions relating to working conditions:**

*Control of social laws – Federal Public Service Employment, Labour and Social Dialogue*

Contrôle des lois sociales – SPF Emploi, Travail et Concertation sociale

Rue Ernest Blerot 1

1070 Bruxelles

cls@emploi.belgique.be

**For questions relating to annual vacation and social security…**

*Social Inspection of the Federal Public Service Social Security*

Inspection sociale du SPF Sécurité sociale

Finance Tower

Boulevard du Jardin Botanique 50 bte 110

1000 Bruxelles

sis\_dg\_fr@minsoc.fed.be

Visiting hours:

Mondays from 9 to 12

Wednesday from 9 to 12 and from 13 to 16.30

Fridays from 9 to 12 or by appointment outside these hours

**Visiting hours of the National Office for Social Security (ONSS – RSZ)**

Place Victor Horta 11

1060 BRUXELLES

Tel.: 02 509 91 90

Fax: 02 509 91 99

Mondays, Tuesdays, Thursdays and Fridays: from 9.30 to 12.30

Wednesdays: by appointment.

**Trade Unions**

***Christian Trade Union:***

**French-speaking: CSC - Centrale nationale des employés (CNE)**

Laure Mesnil

Rue Pletinckx 19

1000 Bruxelles

Tel : 02.557 86 17

Laure.Mesnil@acv-csc.be

**Dutch-speaking: ACV/LBC-NVK Brussel**

Tom Holvoet

Vakbondssecretaris

T +32 2 557 86 40 | F + 32 3 220 88 05

Tom.Holvoet@acv-csc.be

***Socialist Trade Union:***

**French-speaking: FGTB**

**Dutch-speaking: BBTK-ABVV**

45 Rue de Suède - 1060 Bruxelles

Employés : 02 519 7211

Yves Dupuis : ydupuis@setca-fgtb.be