**part-time employment agreement for labourers for defined duration**

**Between the Undersigned**

…………………………………………………… ……………………………………………………

(CN ……………………………………………) (NISS …………………………………………)

…………………………………………………… ……………………………………………………

…………………………………………………… ……………………………………………………

*,Hereinafter: the employer , hereinafter: the employee*

**Was agreed what follows:**

The Employee is employed in the capacity of ………………………………………………….

The employment agreement is concluded for a defined duration, starting on ……………………………………, and ending on ………………………………….

The Employer and the Employee resort under the Joint Committee ………………………………………….

This is a part-time employment agreement according to the work roster described below (at least 4 hours per performance).

The work duration of the Employee is established at …………… hours per week.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Monday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Tuesday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Wednesday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Thursday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Friday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Saturday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Sunday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |

Additional stipulations:

In addition to the hourly roster established above, performances may only be delivered that immediately precede or follow the limits established in the hourly roster.

In case of instances of exceeding the established hourly roster, within the limits established above, the hours performed shall be converted in wages in accordance with article 29 of the Belgian Labour Act of 16 March 1971 by payment of extra wages equal to 50 pct. or 100 pct. of the normal wages.

The wages of the Employee are established at a gross amount of ……………………………… € per hour.

The Employee declares explicitly to agree with the payment of his wages via a bank account on the following bank account number: …………………………………………………………………………

The execution of the employment agreement can only be suspended for the reasons and terminated according to the prescriptions included in the Law of 3 July 1978 on the employment agreements and such as stated in the labour regulation.

The wages, the nature of the labour to be executed, the work duration and labour regulation form essential components of this employment agreement. The other components of the employment agreement are identified by both parties explicitly as non-essential. Regarding these additional terms and conditions, agreed between parties, the Employer reserves the right to be able to change these at any moment unilaterally.

However, if the agreement is terminated before this term is reached, except for in case of a termination for an urgent reason, then a cancellation compensation is due in accordance with article 40 of the Law of 3 July 1978 on the employment agreements[[1]](#footnote-1)[1].

However, ,if the agreement is terminated during the first half of the agreed duration, without that this half may exceed six months, then this employment agreement can be cancelled provided it is with compliance with a notification period or corresponding cancellation compensation, as set forth in article 37/2 of the Law of 3 July 1978 on the employment agreements, notwithstanding, in a prevalent case, the application of article 70 of the Belgian law concerning the introduction of a uniform stature between labourers and servants concerning the notice periods and the so-called carens day and supporting measures [[2]](#footnote-2)[2].

All realisations, creations or designs of whichever nature realised in the framework of the employment agreement and of the imposed task, belong without limitation to the Employer. The Employee assigns explicitly all rights with regard to these realisations, creations or designs entirely to the Employer. The Employer shall then also autonomously and without limitation decides about the reproduction, exploitation and each form of application.

The Employee acknowledges to have received at the signing of present employment agreement, a copy of the labour regulation applicable at the Employer and to agree with all stipulations thereof.

Furthermore, explicitly has been agreed:

…………………………………………………………………………………………………………………………………………………………………………….

The Employee acknowledges to have received an original copy of the present employment agreement, properly signed by all parties.

Drafted in two originals in ………………………………………… on ………………………………………….

The Employer The Employee

…………………………………………… ………………………………………

*“read and approved” “read and approved”*

**excerpt from the part-time employment agreement**

### *(A copy to be sent to the Supervision of Social Legislation)*

**Between the Undersigned**

…………………………………………………… ……………………………………………………

(CN ……………………………………………) (NISS …………………………………………)

…………………………………………………… ……………………………………………………

…………………………………………………… ……………………………………………………

*,Hereinafter: the employer , hereinafter: the employee*

**Was agreed what follows:**

This agreement forms an excerpt of the employment agreement concluded on ………………………… between parties.

This is a part-time employment agreement according to the work roster described below (at least 4 hours per performance).

The work duration of the Employee is established at …………… hours per week.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Monday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Tuesday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Wednesday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Thursday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Friday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Saturday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |
| Sunday | from | 00.00 | till | 00.00 | and from | 00.00 | till | 00.00 |

Additional stipulations:

In addition to the hourly roster established above, performances may only be delivered that immediately precede or follow the limits established in the hourly roster.

In case of instances of exceeding the established hourly roster, within the limits established above, the hours performed shall be converted in wages in accordance with article 29 of the Belgian Labour Act of 16 March 1971 by payment of extra wages equal to 50 pct. or 100 pct. of the normal wages.

The Employee acknowledges to have received an original copy of the present employment agreement, properly signed by all parties.

Drafted in two originals in ………………………………………… on ………………………………………….

The Employer The Employee

…………………………………………… ………………………………………

*“read and approved” “read and approved”*

1. ### [1] Compensation equal to the amount of the wages that are due until reaching of that term, without however exceeding the amount of the wages twice that are in accordance with the notification period, that should have been observed, if the agreement had been concluded without a time clause.

   [↑](#footnote-ref-1)
2. ### [2] This option of cancellation can in case of consecutive agreements, only be applied to the first agreement for a defined period.

   [↑](#footnote-ref-2)