**FIXED-TERM EMPLOYMENT CONTRACT - PROFESSIONAL EXPERIENCE PERIOD (AvB)
WITH CHAIN PROVISION OF BALANCED LABOUR MARKET ACT (Wab) RENDERED INOPERATIVE**

The undersigned:

<name of employer>, with registered office at <address/place> legally represented in this matter by <name and position>, hereinafter referred to as “the Employer”;

and

<name of employee> , born on <date>, residing at <address/place>, hereinafter referred to as “the Employee”;

whereas the Parties have taken note of the fact that this agreement is partly entered into on behalf of the education of the employee at an academy of architecture (*Academie van Bouwkunst, AvB*);
whereas the Parties have taken note of the contents of the collective labour agreement for architectural firms, hereinafter referred to as the CLA (which can be found at [www.sfa-architecten.nl](http://www.sfa-architecten.nl))

have agreed as follows:

**Article 1 Extension of scope of fixed-term employment contract**

Paragraph 1. By 'education' is meant that the Employee is enabled to meet the learning outcomes set out in the Architect’s Title Act (*Wet op de Architectentitel*), as further elaborated in the Regulation on the Professional Experience Period (*Regeling Beroepservaringsperiode*).

Paragraph 2. The purpose of rendering the aforementioned provisions inoperative is that the employee can thus acquire the title of architect.

**Article 2 Employee studying at an Academy of Architecture (AvB)**
Paragraph 1. For an employee who is a student at an academy of architecture (*Academie van Bouwkunst, AvB*), the period referred to in Article 1 is a maximum of 1 year after using the maximum term of a fixed-term employment contract as described in the Balanced labour market act (*Wab*), i.e. three years and/or three fixed-term employment contracts. As a result, the total period of fixed-term employment contracts between employer and employee is reduced to 4 years.

Paragraph 2. It is possible to extend these periods once by a maximum of 1 year if and to the extent that the Employee has not yet completed his or her training at the academy of architecture.

Paragraph 3. This extension is only intended to give the employee another opportunity to acquire the title of architect.

Paragraph 4. The Employer and Employee do what can reasonably be expected of them to enable the Employee to attain the learning outcomes.

**Article 3 Duration of the employment contract**

Paragraph 1. The Parties have entered into a fixed-term employment contract with a view to attain the learning outcomes referred to in Article 1, paragraph 2, starting on <date> and ending by operation of law on <end date>.

Paragraph 2. The employer shall give written notice of termination or a proposal for continuation of the employment contract no later than one month before the expiry of the contract. In the case of a proposal for continuation, the notification shall be accompanied by a proposal on pay and conditions of employment.

**Article 4 Job title**

Paragraph 1. The Employee will hold the position of <job title>, as classified in job family/at level <name of job family/level>. The activities consist of <description of the most important tasks and responsibilities> <If applicable: the tasks and responsibilities described in Appendix ...>.

Paragraph 2. If the Employee holds a hybrid or combined position, involving several job families/levels, that position will be determined and described as such.
delete if not applicable

Paragraph 3. During this employment contract, graduates without work experience may temporarily deviate from the salary classification if the job description established in the office with the help of the Job Classification System for Architectural Firms leads to classification in job level 4 of the job families Architecture & Design or Technical Design (in accordance with the article of the collective labour agreement Exception to salary classification: starting salaries).

**Article 5 Salary**

Based on a working week of <number> hours, the employee's gross monthly salary is <amount> euros in accordance with salary scale <salary scale> and salary step <salary step, possibly run-up step>.
Explanation: a run-up step in salary step 4 is only permitted if the CLA article Exception to salary classification: starting salaries has been complied with.

**Article 6 Place of employment**

In principle, the Employee will perform his/her duties at the Employer’s office as set out in this employment contract. The Employer has the right to have the Employee carry out his/her work elsewhere in the Netherlands if, in the opinion of the Employer, the interests of the Company make this desirable or necessary.

**Article 7 Average working time**

The Employee's average working time per calendar week will be <number> hours. In consultation between Employer and Employee, taking into account the interests of both Parties, the Employee may work flexible hours per week while maintaining the total number of hours on an annual basis as laid down in this contract.

**Article 8 Good employment practice**

Paragraph 1. The Employer and Employee must conduct themselves towards one another in accordance with the principles of good employment practice.

Paragraph 2. Employee uses the development hours as included in the CLA, the Employer encourages and supports that use as much as possible. The Employee is responsible for the choice and use of the development hours and shall report back appropriately about it.
The number of development hours is proportional to the number of hours to be worked, starting from a 40-hour working week.

**Article 13 Ancillary activities**

Paragraph 1. The Employee may participate in contests in which the Employer is not involved, provided that the interests of the Employer are not prejudiced. The Employee informs the Employer of his/her participation and time estimation before the start of the contest.

Paragraph 2. If the Employee works part-time and also performs similar activities independently or in the service of another Employer, he/she shall inform the Employer in advance in order to prevent and resolve possible conflicts of interest.

**Article 10 Applicable law**

This employment contract is governed by Dutch law.

**Article 11 The CLA for architectural firms**

This employment contract is subject to the CLA for personnel employed by architectural firms. By signing this employment contract, the Employee declares to have taken note of the contents of the CLA.

As agreed and drawn up and signed in duplicate in <Place>, on <date>:

<signature> <signature>
<name of employer> <name of employee>

Optional:
Appendix 1 Description of employee’s tasks
Appendix 2 Additional employment conditions

|  |
| --- |
| **Disclaimer**This is a model agreement. Nothing in this document creates any rights or obligations. As far as the concrete details are concerned, the Employer and the Employee may request advice from the Stichting Fonds Architectenbureaus prior to signing. This advice will then focus as much as possible on the present situation.Version date model contract: August 2024 |