**MODEL EMPLOYMENT CONTRACT FOR AN INDEFINITE PERIOD**

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 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 Commencement of employment**

The Employee will be employed by the Employer with effect from <date>. The employment contract is entered into for an indefinite period of time.

**Article 2 Trial period**

The mutual trial period is <1 or 2 months maximum>.
A trial period is not mandatory. The statutory rules are: no trial period under six months, 1 month in the case of a contract for a period from six months to 2 years, 2 months in the case of a fixed-term contract for a period of 2 years or more.

**Article 3 Termination**

The employment contract can be terminated with due observance of the relevant provision on notice periods in the CLA. Notice of termination shall be given in writing and must state the reasons for termination.

**Article 4 Position**

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 ...>.
If the Employee holds a hybrid or combined position, involving several job families/levels, that position will be determined and described as such.

**Article 5 Salary**

Paragraph 1. On commencement of employment, the employee's gross monthly salary is <amount> euros in accordance with scale <scale letter> and year of service <number of year of service>.

Paragraph 2. Agreements about a thirteenth month, a bonus or profit distribution <delete as appropriate: have/have not> been made. If made, these are included in Article 16 (supplementary employment conditions or in Appendix 2, as part of this employment contract).

**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.

**Article 8 Working hours**

The work will be carried out between <time> and <time>, with a lunch break of <number of minutes/hours>. These working hours may be changed or adjusted by the Employer after consultation with the Employee.

**Article 9 Travel expenses**

The Employer's contribution to the Employee's commuting expenses is <amount> euros per month.
Travel hours and travel expenses for the activities as included in this employment contract will be reimbursed under the existing arrangements made according to the relevant provisions of the CLA.

**Article 10 Holiday entitlements**

The Employee is entitled to <number> hours of holiday per holiday year in accordance with the provisions of the CLA. The holiday year coincides with the calendar year.

**Article 11 Holiday allowance**

The employee is entitled to an 8% holiday allowance in accordance with the provisions of the CLA.

**Article 12 Pension**

The Employee participates in the Pension Fund for Architectural Firms (PFAB).

**Article 13 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. The Employee makes use of the development voucher 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 voucher and shall report back appropriately about it.

If the Employee opts for a specific, more expensive expenditure, he/she may decide in consultation with the Employer that the development vouchers will be saved up to be used for the aforementioned purpose, which is possible for a maximum of 5 years.

**Article 14 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 15 Right of attribution of the Employee (architect)**

Paragraph 1 If applicable, the Employer shall, in all public statements about it, do justice to the Employee's (architect's) share in designs to which the Employee has made decisive contributions, whether to the whole or any relevant part. The code of conduct of the Royal Association of Dutch Architects (BNA) on Responsibility, Integrity and Professionalism shall be the guiding principle in this respect.

Paragraph 2. The reverse is also true. It is permitted to mention the Employee's name on websites or in presentations after termination of the employment contract with reference to designs to which the Employee has contributed during his/her employment or on behalf of the architectural firm, but only if and insofar as this is in accordance with the facts. The name of the Employer’s architectural firm shall then be mentioned as the main design agency.

**Article 16 Internal rules of conduct**

The Employee conforms to the rules applicable at the Employer’s firm, laid down in house rules or otherwise laid down in writing, and applicable to all employees. The Employee will not in any way whatsoever use information from the firm and concerning the firm’s projects for purposes other than those for which it is intended without the prior consent of the Employer. Nor will the Employee use information from the firm in any form whatsoever for his or her own purposes other than as agreed with the Employer.

**Article 17 Additional employment conditions**

<For example training programmes, courses, continuing education>

<For example 13th month, bonus scheme, fringe benefits such as transport, computer, telephone>

**Article 18 Applicable law**

This employment contract is governed by Dutch law.

**Article 19 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>:

.............................. ..............................

<name of employer> <name of employee>

Optional:

Appendix 1 Description of employee’s tasks
Article 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.  |