

# Collective Agreement for the Construction & Infrastructure Sector 2021 - 2022

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# 1. Commencement and termination of employment

- 1.1 Pre-employment health screening
- 1.2 Job classification procedure
- 1.3 Contract of employment
- 1.4 During employment: construction site employee
- 1.5 During employment: uta employee
- 1.6 Termination of the contract of employment
- 1.7 Settlement of wages at end of employment

## 1.1 Pre-employment health screening

### 1.1.1 What does this concern?

- A pre-employment health screening is conducted to determine whether a prospective employee is medically fit for the job he or she is pursuing.
- The health screening is performed by a certified occupational health and safety service [*arbodienst*] that has a partnership contract with Vollandis, the knowledge and advice centre for the industry.

### 1.1.2 When is this mandatory?

- A pre-employment health screening is mandatory for jobs that impose special requirements with regard to the candidate's medical fitness. These are jobs marked with an asterisk (\*) in Annex 1.1, Annex 1.2 and Annex 1.3.
- This requirement applies to prospective employees who have not worked as an employee in the construction and infrastructure sector in the past three years.

### 1.1.3 Exceptions

- The pre-employment health screening is not required if the prospective employee is being supervised in the context of vocational rehabilitation by an occupational health and safety service or an implementation agency such as a local authority or employment insurance agency UWV.
- The employer and the occupational health and safety service/implementing body will record their agreements concerning the placement of this prospective employee. They will do this prior to the signing of the contract of employment.

### 1.1.4 Result of the health screening

- The occupational health and safety service will report the findings of the health screening to the prospective employee and the employer. In doing so, the health and safety service will comply with privacy laws. The result will be either 'medically fit', 'medically fit, subject to conditions' or 'medically unfit'.
- If the result is 'medically fit', the employer may conclude a contract of employment with the prospective employee. The declaration of medical fitness is stated in the employee's contract of employment.
- If the result is 'medically fit subject to conditions', the employer may sign a contract of employment with the prospective employee, though only after the employer has agreed in writing with the occupational health and safety service/implementation agency how the stated conditions for being able to work will be arranged.

- If the result is ‘medically unfit’, the employer may not conclude a contract of employment with the prospective employee.

#### 1.1.5 Re-examination

- If the potential employee does not agree with the result of the health screening, he or she may ask Vollandis to arrange a re-examination, stating the reason for this request.

#### 1.1.6 Voluntary pre-employment health screening

- If the potential employee is not required to undergo a health screening prior to employment, he or she can volunteer to take part in a pre-employment health screening, in which case the employee makes the appointment for this with the occupational health and safety service on his or her own.

## 1.2 Job classification procedure

### 1.2.1 Construction site employee

- The construction site employee is assigned to a position from Annex 1.1 or Annex 1.2. This is done by the employer.
- Each job is allocated to a particular job grade. The job grade determines the guaranteed wage the employee is entitled to receive. This does not apply:
  - to an employee aged 16 to 20 inclusive,
  - while taking a course as part of the block/day release programme [*beroepsbegeleidende leerweg*; BBL], or
  - if the starting table from clause 4.5 applies.
 The guaranteed wages are listed in section 4.
- If the employee’s job is not listed in Annex 1.1 or 1.2, the employer and/or a party to this collective agreement representing the employee can request a decision on the employee’s placement in the job grade matrix. While waiting for the decision, the employer decides which job grade will be used to determine the employee’s pay for the time being, selecting the job grade that, in the employer’s opinion, best matches the work the employee will be doing.

### 1.2.2 Uta employee

- The uta (supervisory, technical, administrative) employee is assigned a job grade in the job grade matrix shown and explained in Annex 1.3. This is done by the employer.
- Using the procedure described in Annex 1.3, the employer assigns the employee to a particular job grade based on the employee’s work activities.
- The job grade determines the salary the uta employee is entitled to receive. This does not apply if the employee is subject to the starting table. The salaries are listed in section 4.
- The employer explains to the employee the reasoning behind the employee’s placement in that job grade.

### 1.2.3 From uta to construction site employee

- If the company has fewer than five uta employees, the employer can have the provisions that apply to construction site employees apply to these uta employees as well. This will not affect the job nor the salary of the uta employees however.
- This arrangement is only permitted if all uta employees concerned agree to this.

### 1.2.4 If the employee does not agree with the job classification

- An employee who does not agree with how his or her job has been classified should first discuss this with the employer.
- If the difference of opinion cannot be resolved this way, the employee is free to ask for the assistance of his or her trade union, i.e. FNV or CNV Vakmensen as applicable. The employer may also request support, in this case from the relevant employers' association that has signed this collective agreement.
- If the difference of opinion still cannot be resolved, the employer and/or employee can request the parties to this collective agreement to arbitrate this dispute. See clause 10.12 and Annex 10.
- The employer may continue to apply the job classification he or she has chosen while these steps are being carried out.

## 1.3 Contract of employment

### 1.3.1 In writing

- The contract of employment will be set out and agreed in writing. An example is shown in Annex 2.
- The contract of employment must contain at least the following information:
  - the starting date of the contract of employment;
  - whether the contract of employment is for an indefinite term (permanent contract) or a fixed term (temporary contract);
  - for a fixed-term contract of employment, the term of the contract;
  - probationary period (if applicable);
  - the contracted working hours;
  - job title and job classification;
  - official place of work (if applicable);
  - the amount and composition of the regular contracted wages or the salary per pay period;
  - a provision stating the contract of employment is subject to this collective agreement; and
  - any agreements regarding fringe benefits.

### 1.3.2 Zero-hour and on-call contracts

- Zero-hour contracts are not permitted.
- This also applies to on-call contracts without a guaranteed minimum number of hours.

### 1.3.3 Probationary period

**Table 1.3.3 Probationary period**

term of contract of employment	specification	maximum probationary period	
		construction site employee	uta employee
<b>permanent contract</b>	n/a	2 months	2 months
<b>fixed-term (temporary)</b>	6 months or less	no probationary period	no probationary period
	longer than 6 months but less than 1 year	2 weeks	1 month
	1 to 2 years	1 month	1 month
	2 years or longer	2 months	2 months
	with no specified end date**		1 month

\*\* For a contract in effect for the duration of a particular project for example.

- A probationary period may only be imposed if this is specified in the contract of employment
- The length of this probationary period depends on the term of the contract of employment. See table 1.3.3.

#### 1.3.4 A chain of contracts of employment

- As set out in Article 7:668(a) of the Dutch Civil Code, a chain of contracts of employment consists of:
  - several consecutive fixed-term contracts of employment
  - with a period of no more than six months between one contract of employment and the next.
- If the chain of contracts has been in effect for more than 36 months, the final contract of employment in the chain will automatically become a permanent contract of employment on the first day after this 36-month period.
- If a chain comprises more than three fixed term contracts of employment, the fourth contract will automatically be a permanent contract of employment.
- Exception: if this concerns a contract of employment with an employee who has reached the state pension (*AOW*) entitlement age, then the following applies, as set out in Article 7:668a(12) of the Dutch Civil Code, with effect from 1 August 2021:
  - If the chain of contracts has been in effect for more than 48 months, the final contract of employment in the chain will automatically become a permanent contract of employment on the first day after this 48-month period.
  - If a chain comprises more than six fixed term contracts of employment, the seventh contract will automatically be a permanent contract of employment.

Only fixed term contracts of employment are counted for the chain that have been concluded after the employee has reached the state retirement age.

- Exception: by way of derogation from the first bullet point of 1.3.4, for a number of jobs a chain of contracts of employment consists of:
  - several consecutive fixed-term contracts of employment
  - with a period of no more than *three* months between one contract of employment and the next.

These are jobs in which the employee can work for a maximum of nine months per year due to climatic conditions. This concerns the following construction site jobs from Annex 1.1:

- paving labourer (job 15)
- screed operator (job 87)
- driver/operator with diploma (job 122)
- road marking operative I (job 85), II (job 59) and III (job 14).

#### 1.3.5 Relationship with agency workers and payrolling company workers

- If the employer can extend a fixed-term contract of employment without this automatically becoming a permanent contract of employment and the employer opts not to do so, the employer may not engage an agency worker or payrolling company worker for the same job.
- Exception: this does not apply if the contract of employment is not being extended due to the demonstrable poor performance of the employee.



## 1.4 During employment: construction site employee

### 1.4.1 Construction site employee: basic course in safe and healthy working practices

- If the employer hires a construction site employee who has not previously worked in the construction & infrastructure sector, the employer must arrange for the employee to take a one-day basic course in safe and healthy working practices. The employer covers the costs.
- This obligation does not apply if the person involved is an apprentice employee.

### 1.4.2 Obligations of the construction site employee

- The construction site employee carries out the work as well as possible and in accordance with the instructions of the employer. When instructing the employee, the employer takes the employee's job into account.
- If the employee is unable to do his or her normal work, the employee is required to do other work within the scope of his or her job for as long as this situation continues.
- The employee will conduct himself/herself in a manner befitting a good employee.

### 1.4.3 Working at another company

- In the following cases, the construction site employee who has no valid objections to this is obliged to work in at company other than that of the employer:
  - in incidental cases, for a short time; and
  - for temporary assistance provided by one company to another.At least the same conditions that apply to the employee at the employer's company will apply at the other company while the employee works there.
- The employer may also require that the employee work at an affiliate company, such as a subsidiary for example, in which case the following provisions apply.
  - The employee must enjoy at least the same level of employment compensation and benefits.
  - The contract of employment with the employer remains in effect. This does not apply if it has been agreed in writing that the contract of employment will be terminated, in which case the same terms and conditions apply to the new contract of employment with the affiliate company.

### 1.4.4 Working for others outside working hours

- The construction site employee is not allowed to perform work relating to the employee's profession for others outside his or her working hours if:
  - this leaves the employee with insufficient rest time according to the Working Hours Act [*Arbeidstijdenwet*]; or
  - this demonstrably harms the interests of the employer.
- Exception: this is permitted if the employer has given written permission for this in advance.

### 1.4.5 Suspension

- The employer may suspend the construction site employee for a maximum of one week, without continued payment of wages, if there is an urgent reason to do so as referred to in Article 7:678 of the Dutch Civil Code. The employer informs the employee in writing of the reasons for and the duration of the suspension.
- The employer always has the option of dismissing the employee with immediate effect pursuant to Article 7:677 of the Dutch Civil Code.

## 1.5 During employment: uta employee

### 1.5.1 Obligations of the uta employee

- The uta (supervisory, technical, administrative) employee is required:
  - to perform the work required by the job as well as possible; and
  - to do this at a location to be determined within reason by the employer; and
  - to perform other work in exceptional circumstances. The employer will first engage in reasonable consultation with the employee on this matter.

### 1.5.2 Working at another company

- In the following cases, the uta employee who has no valid objections to this is obliged to work at a company other than that of the employer:
  - when the other company is an operating company, a subsidiary or the parent company of the employer's company;
  - when the other company is a consortium in which the employer's company takes part, either directly or through an operating company, a subsidiary or the parent company;
  - in exceptional cases, like in the case of temporary assistance provided by one company to another for example.
- The following provisions apply to the uta employee working at another company:
  - The contract of employment of the uta employee being seconded remains in effect and the employee must enjoy at least the same level of employment compensation and benefits. This does not apply if the employer seconding the employee and the employee being seconded have made other agreements concerning this in writing.
  - The employer seconding the employee pays any travel and accommodation costs the employee incurs in this regard, setting out a specific arrangement for this.

### 1.5.3 Precedence with regard to job vacancies

- In the event of changes in uta jobs due to technological innovations, the employer will give preference to uta employees who are already employed within the company when filling the vacancies for these jobs.

### 1.5.4 Working for others outside working hours

- The uta employee is not allowed to perform work relating to the employee's profession for others outside his or her working hours if:
  - this leaves the employee with insufficient rest time according to the Working Hours Act [*Arbeidstijdenwet*]; or
  - this demonstrably harms the interests of the employer.
- Exception: this is permitted if the employer has given written permission for this in advance.

### 1.5.5 Suspension

- The employer may suspend the uta employee for a maximum of one week, without continued payment of wages, if there is an urgent reason to do so as referred to in Article 7:678 of the Dutch Civil Code. The employer informs the employee in writing of the reasons for and the duration of the suspension.
- The employer always has the option of dismissing the employee with immediate effect pursuant to Article 7:677 of the Dutch Civil Code.

## 1.6 Termination of the contract of employment

**Table 1.6.1 Period of notice**

term of employment	employer's required period of notice	employee's required period of notice
less than 5 years	1 month	1 month
5 to 10 years	2 months	1 month
10 to 15 years	3 months	1 month
15 years or longer	4 months	1 month

### 1.6.1 Period of notice

- The statutory notice periods apply when terminating the contract of employment. See table 1.6.1.

### 1.6.2 Exceptions

- State retirement age: from 1 August 2021, the employer must observe a one-month period of notice, in accordance with Article 7:672(3) of the Dutch Civil Code, for employees who have reached the state pension (*AOW*) entitlement age.
- UWV permission to dismiss: if the employer has received permission to dismiss from the employee insurance agency UWV, the period of notice will be reduced by the request processing time on the part of UWV. This reduction will be in accordance with the provisions of Article 7:672 of the Dutch Civil Code. UWV states the request processing time in its permission to dismiss. The period of notice will in this case never be less than one month.
- Construction site employee: if the summer holidays, i.e. consecutive days of annual leave in the summer period, fall within the period of notice for this employee, the period of notice will be extended by this number of days.

### 1.6.3 Means of giving notice

- The employer or employee who intends to terminate the contract of employment must give notice of this in writing.
- Construction site employee: for this employee, the period of notice will always end on the last day of the week, and the contract of employment will subsequently terminate on the following Monday, always with due observance of the full period of notice. If the period of notice ends on a Monday, the contract of employment only terminates on the following Monday.
- uta employee: for this employee, the period of notice will always end on the last day of a pay period, and the contract of employment will terminate after the last day of the pay period, always with due observance of the full period of notice. This can be a different day if the employer and employee have agreed this in writing or if this is customary.

### 1.6.4 End of fixed-term contract of employment

- If the employee has a contract of employment for a period of six months or longer and if a particular date has been specified as the end date of this contract, the employer is obliged to inform the employee in writing whether the employer intends to continue the contract and, if so, under what terms and conditions. The employer must do this no later than one month before the end date.
- If the employer fails to do so, the employer will be required to pay the employee the statutory compensation in lieu of notification.

### 1.6.5 Employee's death

- In the event of the employee's death, the employer pays a one-off death benefit to the employee's surviving relatives to be divided among them. By way of derogation from Article 7:674 of the Dutch Civil Code, this benefit will be equal to the fixed agreed wage or salary of the employee for the period from the day of death to the end of that month and the two months thereafter.
- Accidental death: see clause 7.6
- Construction site employee: if the construction site employee dies while commuting or while at work, the employer pays for the transportation of the remains to the place of residence. Exceptions: this does not apply if the place of residence is outside the Netherlands or if the costs are reimbursed under a statutory regulation.

## 1.7 Settlement of wages at end of employment

**Table 1.7 Settlement of wages at end of employment**

compensation and benefits/subject	specification	means of settlement
wage/salary component	e.g. overtime, travel time pay, holiday pay	together with the wage/salary payment
holiday	unused days	paid out* or employee uses these up before the end of the contract of employment
	too many days taken	may be settled
scheduled paid days off	unused days	before the end of the contract of employment, on consultation with the employer (see clause 1.7.2)
	too many days taken	not settled, unless... (see clause 1.7.2)
additional scheduled paid days off for older employees	unused days	paid out or employee uses these up before the end of the contract of employment
	too many days taken	may be settled
strengthening the position on the job market	n/a	This may be settled against the transition allowance (see clause 1.7.3)

\* This does not apply to contractual annual leave already paid out through the Time Savings Fund.

### 1.7.1 What does this concern?

- Table 1.7 shows how the employer and employee together handle settlement of wages at the end of employment.
- For the settlement of purchased days off and the four-day work week for employees aged 55 or older see clause 6.5.6.

### 1.7.2 Exceptions in regard to settlement of scheduled paid days off.

- If the employee has any remaining scheduled paid days off when the company is declared insolvent, these will be treated as days not taken during the notice period, unless they were demonstrably already scheduled.
- If the employee has taken too many scheduled paid days off, these *may be* settled against the employee's pay however:
  - if the employee is the party who terminates the contract of employment; or
  - if the employee is dismissed with immediate effect pursuant to Article 7:677 of the Dutch Civil Code.

### 1.7.3 Transition allowance

- If the employer has invested in strengthening the employee's position on the job market while the employee is still employed with the company, like by paying the costs of training for a different job for example, the employer may deduct these costs from the transition allowance. This is only permitted if the employer has complied with the Dutch Decree on the conditions that apply to deducting costs from the transition allowance [*Besluit voorwaarden in mindering brengen kosten op transitievergoeding*].
- The employer may not, however, deduct the amount the company has paid from the employee's personal budget from the transition allowance.

## 2. Working hours and work schedule

- 2.1 Working hours schedule
- 2.2 Standard provisions and non-standard provisions
- 2.3 Non-standard provisions: additional conditions
- 2.4 Shifted hours for infrastructure works
- 2.5 Maintenance work on Saturday
- 2.6 Shift work
- 2.7 On-call duty
- 2.8 Overtime
- 2.9 Banked hours scheme

### 2.1 Working hours schedule

#### 2.1.1 Standard or non-standard provisions

- The standard provisions for working hours and the work schedule (hereinafter referred to as the ‘standard provisions’) apply to all employees. The standard provisions assume an average number of working hours per day and per week. See clause 2.2.
- The non-standard provisions for working hours and the work schedule (hereinafter referred to as the ‘non-standard provisions’) allow for deviation from the thresholds in the standard provisions in certain areas. In the company, the employee and employer can agree arrangements in this regard. See clauses 2.2 and 2.3.

#### 2.1.2 Additional options for specific arrangements

- Specific arrangements in the company concerning working hours and/or the work schedule can be agreed under the following:
  - shifted hours for infrastructure works (see clause 2.4)
  - maintenance work on Saturday (see clause 2.5)
  - shift work (see clause 2.6)
  - on-call duty (see clause 2.7) and
  - banked hours scheme (see clause 2.9).

## 2.2 Standard provisions and non-standard provisions

**Figure 2.2 Components of the standard provisions and non-standard provisions**

subject	standard provisions applies to all employees	non-standard provisions thresholds for deviating from the standard provisions
Standard working week	40 hours per week and 8 hours per day (both on average)	
	Both averaged over a period of 13 weeks	Both averaged over a period of no more than 26 weeks (infrastructure: max. 52 weeks)
Work week/ workdays	- Monday to Friday - 5 days	- Monday to Saturday - No more than 5 days on average, measured over a period of 4 weeks
Working hours per day	Max. of 9 scheduled working hours	- Maximum scheduled working hours: 10 - Aged 16 or 17: max. 9 scheduled working hours
Normal working hours: construction site employee	- Between 07:00 and 19:00 (for tide-dependent work: 06:00 - 19:00). - The scheduled hours must remain within these normal working hours.	- Between 06:00 and 19:00 - Scheduling an employee outside the normal working hours is permitted. - The unusual working hours premium applies to working outside the normal working hours on Monday to Friday (see clause 5.3).
Working on Saturday	- Saturday is not a normal working day. - The employer may insist that the employee work on a Saturday no more than 5 times per year. The work week remains 5 days however.	The employer may insist that the employee work on a Saturday.
	The unusual working hours premium applies to all hours worked (see clause 5.3).	
Working on Sunday*	- Sunday is not a normal working day. - An employee cannot be required to work on a Sunday. The unusual working hours premium applies to all hours worked (see clause 5.3).	
Overtime	- Overtime refers to the hours worked above those scheduled for the employee. - Overtime premium: see clause 5.7	
Work schedule: general	The employer sets the daily and weekly rest periods, observing the following conditions: - the work schedule is set in prior reasonable consultation with the employee; - the employer takes into account the employee's personal situation; - the employer sets a work schedule that ensures, as far as possible, a regular and predictable working pattern; - the work schedule meets the requirements of the standard provisions or, where applicable, the non-standard provisions; - the work schedule clearly states the starting and ending time for each working day; - the work schedule is available to the employee at least 14 days in advance; this may only be later if the employee agrees to this.	

Work schedule: differences	The employer also shows the start and end date of the 13-week period for the average working hours.	The employer also shows the start and end date of the 26-week period for the average working hours (for infrastructure: a period of max. 52 weeks).
Banked hours scheme for construction site employees	An employee may accrue no more than 80 banked hours per calendar year (see clause 2.9).	
		For infrastructure, employees may accrue a maximum of 160 banked hours per calendar year, of which no more than 128 hours per calendar year/5 hours per week may be mandatory additional hours.
Other aspects	<ul style="list-style-type: none"> <li>- Additional conditions are shown in clauses 2.2.1 to 2.2.3.</li> <li>- Components of the working hours and rest periods not covered above are subject to the provisions of Annex 3.</li> </ul>	<ul style="list-style-type: none"> <li>- Additional conditions are shown in clauses 2.2.1 to 2.2.3 and clause 2.3.</li> <li>- Components of the working hours and rest periods not covered above are subject to the provisions of Annex 3.</li> </ul>

\* The employee working in the residential and non-residential construction sector who works on Sunday is entitled to have at least 8 Sundays off per 13 weeks.

### 2.2.1 In general

- Table 2.2 shows the main components of the standard provisions and non-standard provisions.

### 2.2.2 Payment of wages/salary

- In both arrangements, the working hours are expressed as an *average* number of hours per work week. However, the employer pays the contracted wage or salary for at least the agreed average number of working hours per work week.
- Exception: if the employee takes a type of leave that does not entitle the employee to continued payment of wages/salary, the employer deducts these hours of leave from the number of working hours to be paid.

### 2.2.3 Construction site employee: max. for scheduled working hours, break(s) and travel time

- The working time, prescribed break(s) and actual travel time of the construction site employee may not add up to more than 12 hours per day. If necessary, the working hours are reduced to stay within this limit. The travel time that, as a result, falls within the working hours is paid as hours worked.
- Exception: a maximum of 13 hours per day applies to the employee who works overtime.

## 2.3 Non-standard provisions: additional conditions

### 2.3.1 Conditions for deviating from the standard provisions

- The employer may apply the non-standard provisions under the following conditions.
- The employer must have first agreed this in writing with:
  - the employee representative body; and
  - at least 70% of the employees concerned (this cannot be arranged through individual contracts of employment).



- The employer organises the consultation process with the employee representative body and the employees concerned. The employee representative body may, at their request, be represented by one or more trade union representatives.
- The period over which the agreed non-standard provisions will be in effect is stated in the documents setting out this arrangement. This period may not extend beyond the term of this collective agreement. The arrangement may not be tacitly renewed.
- The employer will inform the parties to the collective agreement about the agreements made via the digital desk of the administrative office for the sector Technisch Bureau Bouw & Infra at [www.tbbouw.nl](http://www.tbbouw.nl). The employer also submits documentation proving that the required agreement by the employee representative body and the employees has been received.
- Until the non-standard provision agreement is reported to Technisch Bureau Bouw & Infra, the standard provisions apply to the company.
- The employer evaluates the implementation of the agreements made and notifies the parties to the collective agreement of the findings. This is also done via the website of Technisch Bureau Bouw & Infra.

### 2.3.2 Conditions for deviating from the non-standard provisions

- If the employer intends to make agreements that do not fall within the scope of the non-standard provisions, the employer may do so only after:
  - the trade unions FNV and CNV Vakmensen have agreed to this; and
  - the employer has informed the parties to the collective agreement on this matter; this is done via the website of Technisch Bureau Bouw & Infra.

## 2.4 Shifted hours for infrastructure works

### 2.4.1 What does this concern?

- The shifted hours for infrastructure works arrangement applies to the construction site employee.
- The arrangement concerns:
  - renovation, maintenance and repair of infrastructure assets (work on road, rail, sewer and cable networks);
  - where more scope is permitted in regard to the standard provisions, this within the limits stated in clauses 2.4.2 and 2.4.3.
- The shifted hours for infrastructure works will be limited to the hours strictly required for such works and is only permitted where the client has included such a requirement in the specifications.
- If asphalt needs to be produced in connection with this arrangement, the same work pattern applies to employees working in the asphalt plants, also subject to the provisions of clause 2.4 in their entirety.

### 2.4.2 Shifted hours compared to the standard provisions

- Standard working week: an average of 40 hours per week averaged over a period of 13 weeks.
- Normal working hours: starting work before and/or ending work after the normal working hours as specified in the standard provisions is permitted if the employer and the employee have agreed to this in writing.
- Saturday/Sunday: though these are not deemed to be normal working days, working on Saturday and/or Sunday is permitted, in which case the shifted hours for infrastructure works arrangement applies.

- Premiums: the premium for working shifted working hours for infrastructure works as specified in clause 5.15 applies; the unusual working hours premium does not apply.
- Work schedule: in unforeseen circumstances, the employer may deviate, without consultation, from the provision that the employer must provide the employee with the work schedule at least 14 days in advance.

### 2.4.3 Additional provisions

- The following provisions apply to working on infrastructure during shifted hours.
  - Four-day work week:
    - A four-day work week of up to 10 hours per day is permitted as long as all shifts start after 20:00. This four-day work week may not result in an employee receiving less pay or a lower accrual of rights in the industry pension fund than he or she would with a five-day work week.
  - Rest period:
    - An employee is entitled to an uninterrupted rest period of 48 hours per week. Once every two consecutive weeks the rest period must include the time between 6:00 on Saturday and 21:00 on Sunday.
    - An employee who switches from working normal working hours to the shifted working hours arrangement during the work week is entitled to at least 10 uninterrupted hours of rest in between. Any commuting hours are added to this. To ensure the employee gets the requisite rest period, the employee can leave work earlier the day before, while the employer continues to pay the regular contracted wages.
    - If the working hours start after 20:00 and the employee will be driving back with one or more crew members as passengers, he or she is entitled to half an hour of rest before going home.
  - Scheduled paid days off and public holidays: if the week includes scheduled paid days off and/or public holidays, the working hours of those who work shifted working hours are reduced by the same amount as those who work normal hours.
  - Older employees: In principle, employees aged 57 or older will not be required to work more than 30 weeks of shifted working hours per calendar year.

## 2.5 Maintenance work on Saturday

### 2.5.1 What does this concern?

- The employer may have the employee carry out maintenance and repair work on occupied buildings on Saturdays, such as on homes, offices, hospitals and industrial businesses.

### 2.5.2 Conditions

- The client has specified in the conditions that the work is to be done on Saturday.
- The employee is not obliged to work on Saturday.
- The activities will take place during the normal daytime working hours as these apply under the standard provisions.
- An employee is entitled to the premium for unusual working hours as listed in clause 5.3 and is also entitled to time off in lieu of the hours worked. The employee may choose a day between Monday and Friday to take the lieu hours; the employer is not required to pay wages on this day.

## 2.6 Shift work

### 2.6.1 Who does this concern?

- The provisions of this collective agreement concerning shift work apply to construction site employees.

### 2.6.2 Hours of work and normal working hours

- For shift work according to a rotation schedule, the following rules apply to the hours of work and the normal working hours.
  - For a 2-shift rotation, employees may work a maximum of 80 hours over a two-week period. For a 3-shift rotation, employees may work a maximum of 120 hours over a three-week period.
  - The normal working hours for shift work are between 12 a.m. on Monday to midnight on Friday.

### 2.6.3 Premium

- An employee is entitled to the shift premium as listed in clause 5.8.

## 2.7 On-call duty

### 2.7.1 What does this concern?

- The on-call duty arrangement applies to construction site employees.
- An employee who is on call is available outside the scheduled working hours to perform work that cannot wait until the following working day.
- An employee is required to accept on-call shifts if this is a job requirement and if this was agreed when the employee was hired for that position.

### 2.7.2 Allowance

- An employee scheduled for an on-call shift is entitled to the allowance for on-call duty as listed in clause 5.2.
- If the employee is called out during the on-call shift, the hours worked are deemed to be overtime hours and the overtime allowance as specified in clause 5.7 applies.

### 2.7.3 Additional conditions

- The employer draws up a schedule for the on-call shifts in consultation with the employee; this must comply with the requirements set out in Annex 3.
- If the on-call employee is called in to work on a holiday recognised under this collective agreement and if this holiday falls on a day during that employee's regular work week, the employee may choose a different day as a day off in lieu of this holiday.

### 2.7.4 Alternative provisions

- The employer may agree alternative provisions with the Works Council. See clause 10.9.

## 2.8 Overtime

### 2.8.1 What does this concern?

- Overtime means working more than the scheduled hours as set out under this collective agreement. Mandatory additional hours worked under the banked hours scheme are not deemed to be overtime hours.
- The employee is not obliged to work overtime.
- Overtime premium: see clause 5.7.

### 2.8.2 Conditions for construction site employees

- The following conditions apply to a construction site employee working overtime:
  - Employees may only be asked to work overtime when circumstances demand this.
  - At least 70% of the employees concerned must agree to overtime.
  - The working time, prescribed break(s) and actual travel time may not add up to more than 13 hours per day. If necessary, the working hours are reduced to stay within this limit. The travel time that, as a result, falls within the working hours is paid as hours worked.
  - The employer keeps an overtime log for each project, in which the employer notes the number of hours of overtime per week for each employee and whether the employee has opted for overtime pay or time off in lieu (see clause 5.7). The employer submits this log to the employee representative body once a year. If there is no employee representative body and if the company has 10 or more employees, the employer discusses the topic of overtime with the employees once a year, making the overtime logs available for this meeting.
  - If the employer has more than 25% of the employees on a project working overtime and if this overtime lasts longer than one week, the employer consults with the employee representative body on this matter. If there is no employee representative body the employer consults with the employees concerned.
  - Overtime may not be routine or permanent in nature. In special cases, the parties to the collective agreement may grant an exception to this prohibition.
  - An employee under the age of 18 may not work overtime.

### 2.8.3 Routine overtime for uta employees

- In principle, routine overtime for uta employees must be avoided.

## 2.9 Banked hours scheme

### 2.9.1 What does this concern?

- The banked hours scheme applies to construction site employees. Banked hours under this scheme comprise mandatory additional hours and/or travel time.
- The object of the scheme is to address peaks and troughs in the company workload. In periods when there is a lot of work (often in the months of April to October) the employee banks hours, which the employer can then use to have the employee work fewer days during periods when less work is available (generally from November to March).
- The financial settlement of these banked hours is handled by the Time Savings Fund in the manner set out in clause 4.15 and Annex 4.

### 2.9.2 Who must take part in the scheme?

- The employer can make participation in the banked hours scheme mandatory for the company's construction site employees.
- Exception: participation in the banked hours scheme will not be mandatory for the following persons:
  - construction site employees younger than 18;
  - construction site employees who work part time; and
  - a person who is not employed directly by the employer, like an agency worker for example.

### 2.9.3 Banking hours and taking banked hours as time off

- The employer can require an employee to bank a maximum of 80 hours per calendar year. The accrual of these hours may be spread over a period of 26 weeks in total. If the employee is carrying out infrastructure activities for which the non-standard provisions apply, the maximum is 160 banked hours.
- The minimum time unit for logging worked mandatory additional hours is 30 minutes, with a maximum of three hours per week and 64 hours per calendar year. If the employee is carrying out infrastructure activities for which the non-standard provisions apply, a maximum of five hours per week and 128 hours per calendar year apply. In order to reach the maximum number of banked hours per year, the employee can also bank travel time.
- The employer converts the mandatory additional hours and travel time into the number of banked hours.
  - One mandatory additional hour is equal to one banked hour plus the percentage rate applicable for that hour according to table 2.9.4.
  - Travel time is converted to banked hours as follows. If the employee's guaranteed wage is the same as the guaranteed wage in job grade A or lower, one hour of travel is equal to one banked hour. If the employee's guaranteed wage is higher, the employer divides the guaranteed wage for job grade A by the employee's guaranteed wage. This will result in one hour of travel being equal to less than one banked hour. The employer may not compensate this with mandatory additional hours. Table 2.9.3 shows an example of the result of converting travel time to banked hours for an employee with a guaranteed wage as shown in table 4.2.
- The employer can use the banked hours to have the employee work fewer days during periods when less work is available; the hours must be used for entire days off only.
- At least seven days prior to requiring the employee to take time off using banked hours, the employer gives the employee an overview showing how many banked hours are to be taken and when. The employer keeps a copy of this document on file.
- The employer has until 1 April of each year to schedule the days the employee will use the banked hours. Any banked hours that remain after 1 April lapse, except where the employee has opted to transfer these hours to the next banked hours period, in which case the employer may schedule these hours up to 1 April of the following year.

**Table 2.9.3 Example of converting travel time to banked hours\***

job grade	1 hour travel time =
A	1 banked hour
B	0.95 banked hours
C	0.89 banked hours
D	0.83 banked hours
E	0.79 banked hours

\* This table only applies to employees receiving a guaranteed wage as shown in table 4.2.

#### 2.9.4 Wages

- The employer pays the wages for the mandatory additional hours and the deposited travel time into the employee's account with the Time Savings Fund. The banked amount for each mandatory additional hour is equal to the contracted wages for one hour topped up by the applicable percentage rate according to table 2.9.4. For each travel hour this is one hour at the guaranteed wage up to a maximum of the guaranteed wage for job grade A.
- If the employer draws on the banked hours to schedule a day/days off for an employee, he is not required to pay wages for this day/these days: the employee can withdraw the wages for this day/these days from the Time Savings Fund. It is therefore important that, as long as the employee still has banked hours with the fund that the employer can draw on, the employee not use this part of the balance for any other purpose.

**Table 2.9.4 Premium for mandatory additional hours**

type of hours	premium
The first three mandatory additional hours per day immediately preceding or after the normal working day	25%
Other mandatory additional hours worked between 5:00 on Monday and 21:00 on Saturday	50%
Mandatory additional hours worked between 21:00 on Saturday and 5:00 on Monday	100%
Mandatory additional hours worked on a public holiday recognised in the collective agreement	100%

#### 2.9.5 Other rules

- The working time, prescribed break(s) and actual travel time may not add up to more than 13 hours per day. If necessary, the working hours are reduced to stay within this limit. The travel time that, as a result, falls within the working hours is paid as hours worked.
- As long as the employee still has banked hours left, the employer may not dismiss this employee, except where the employee is dismissed with immediate effect pursuant to Article 7:677 of the Dutch Civil Code.
- If the employer draws on the banked hours to schedule a day/days off for an employee and it turns out there is sufficient work on that day/those days, the employer first offers this work to the employees who have been scheduled as being off on that day/those days.
- Any other form of banked hours scheme may only be implemented with the approval of the trade unions FNV and CNV Vakmensen. The employer sends a copy of any arrangements agreed with these trade unions to the administrative office for the sector Technisch Bureau Bouw & Infra.

### 3. Days off and leave

- 3.1 Annual leave
- 3.2 Scheduled paid hours off
- 3.3 Additional scheduled paid hours off for older employees (transitional scheme)
- 3.4 Public holidays
- 3.5 Compassionate leave in the event of a death
- 3.6 Short periods of absence
- 3.7 Informal care

#### 3.1 Annual leave

**Table 3.1 Number of days of annual leave per calendar year**

age	up to the age 18		18 years and older
	construction site employees	uta employees	construction site and uta employees
total	29	27	25
- statutory minimum	20	20	20
- contractual days of annual leave (above the statutory minimum)	9	7	5

##### 3.1.1 Number of days of annual leave

- Table 3.1 shows the number of days of annual leave that the employee accrues per calendar year. The construction site employee receives one extra day of vacation in any year that has five consecutive working days between Christmas and New Year's Day.
- The figures from table 3.1 apply to the employee:
  - who has been employed by the employer throughout the calendar year; and
  - who has been in that particular age category throughout the calendar year.
- If the employee only works for the employer for a part of the year, the employee's annual leave entitlement is calculated in proportion to the period of his or her employment with the employer during that year.
- If the employee turns 18 in the course of the calendar year, the annual leave entitlement will be calculated in proportion to the part of the year the employee was, respectively, younger than and older than 18.
- If the employee works part time, the employee's days of leave are calculated in proportion to the contracted working hours.

##### 3.1.2 Pay during annual leave

- The employer pays the employee's wages during periods of annual leave in compliance with the provisions of Article 7:639 of the Dutch Civil Code. For five days of contractual annual leave (i.e. days in excess of the statutory minimum), the wages are paid via the personal budget.
- This wage consists of the wage components the employer would have had to pay the employee for the work under the contract of employment if the employee had worked on the day that he or she is on annual leave. Annual leave pay does not include reimbursement of costs the employee would normally incur in the performance of his or her work.



### 3.1.3 Annual leave and sickness

- Accrual of contractual annual leave ends six months from the day the employee goes on sick leave. If the employee remains partially incapacitated for work after this period and subsequently works less than his or her contracted working hours, this employee will accrue contractual annual leave over the hours that he or she still works.
- If an employee has been on sick leave for more than six months and if, as a result, this employee has accrued too few days of annual leave to cover a period of collective annual leave in the summer, the employer will pay the employee's wages over the days for which there is insufficient leave accrual, up to a maximum of 2.5 days.
- If the employee falls ill on a day on which he or she is on annual leave, the employee is entitled to take this day off at another time.
- If the employee is unable to take annual leave on one or more days due to any of the circumstances stated in Article 7:635 of the Dutch Civil Code, as long as the employee has notified the employer of this situation in advance the employer will give the employee the opportunity to take that day/those days off at another time. The employer will schedule these days off in consultation with the employee.

### 3.1.4 Taking annual leave: general

- The basic principle is that the employee first takes the days of statutory annual leave and then any days of contractual annual leave.
- The employer will schedule the periods of annual leave taking into account the employee's wishes. The employer may only deviate from the employee's wishes if:
  - the employee taking annual leave at that time would endanger the continuity of the business *and*
  - the employer has informed the employee in writing within two weeks of the employee requesting leave that leave is not being granted at the desired time.

### 3.1.5 Taking annual leave: construction site employee

- In addition to the provisions of clause 3.1.4, the following applies to the construction site employee.
  - An employee is entitled to three consecutive weeks of annual leave in the summer, on the condition that the employee has accrued sufficient annual leave to cover this period. Insofar as possible, at the employee's request the employer sets the dates of this annual leave before 1 December of the year prior to the year in which this leave falls.
  - If the construction site employee is required to take annual leave during a period when the company is scheduled to be closed (i.e. collective annual leave), the employee is entitled to take an additional three consecutive weeks of annual leave, assuming the employee has accrued sufficient annual leave/scheduled paid days off to cover this period as well.

### 3.1.6 Taking annual leave: uta employee

- In addition to the provisions of clause 3.1.4, the uta employee must take at least three consecutive weeks' annual leave if this is necessary in the interests of the company. This is arranged in consultation between the employer and the employee.

### 3.1.7 Pay for days of additional leave for older employees

- If the employee takes an additional scheduled paid day off for older employees that he or she accrued prior to 1 January 2016, the employer pays the employee's wages for that day in compliance with the provisions of Article 7:639 of the Dutch Civil Code.



- The employer may be eligible to receive a contribution towards the wages paid under this arrangement provided that:
    - the employee concerned is a construction site employee; and
    - the requirements set out in the transitional scheme allowing older employees to take additional paid days off [*Reglement Overgangsregeling extra verlofdagen oudere werknemers*] administered by Aanvullingsfonds Bouw & Infra (the foundation that administers the funds for supplemental schemes in the construction & infrastructure sector) have been met. This scheme is part of the collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].
- The employer may submit a claim for these wage costs to Aanvullingsfonds Bouw & Infra.

## 3.2 Scheduled paid days off

**Table 3.2 Number of scheduled paid days off per calendar year and means of payment**

employee	number scheduled paid days/hours off			means of payment*	
	total	of which collective**	of which unrestricted	wage/salary	personal budget
construction site employee	20 days (160 hours)	10 days (80 hours)	10 days (80 hours)	10 days (80 hours) collective	10 days (80 hours) unrestricted
STA	15 days (120 hours)	0 days (0 hours)	15 days (120 hours)	10 days (80 hours)	5 days (40 hours)

\* See clause 3.2.2. \*\* See clause 3.2.3.

### 3.2.1 Number of scheduled paid days off

- Table 3.2 shows how many scheduled paid days off the employee accrues per calendar year and how payment is made for those days. The employee does not work on his or her scheduled paid days off.
- The figure in table 3.2 apply to an employee who has been employed by the employer throughout the calendar year. If the employee only works for the employer for a part of the year, the number of scheduled paid days off for that employee is calculated in proportion to the period of his or her employment with the employer during that year.
- If the employee works part time, the number of scheduled paid days off is calculated in proportion to the employee's contracted working hours.

### 3.2.2 Pay during scheduled paid days off

- On scheduled paid days off the employer continues to pay the employee's wages. As can be seen in table 3.2, the pay for some of the scheduled paid days off is drawn from the employee's personal budget.

### 3.2.3 Taking scheduled paid days off

- The scheduled paid days off are scheduled according to the employee's wishes. The employer may only deviate from the employee's wishes if:
  - the employee taking one or more scheduled paid days off at that time would endanger the continuity of the business *and*
  - the employer has informed the employee of this decision in writing within two weeks of the employee asking to take these days off.
- Collective scheduled paid days off only apply to construction site employees. These days off are scheduled by the employer, in good and timely consultation with the Works

Council. If there is no Works Council, this consultation is with the employees concerned or, if the employees prefer, a delegation of employees chosen by the employees.

- Collective scheduled paid days off can also be scheduled as hours off instead.
- For each calendar year, the employer draws up and records a list of the date/hours on which the employee is scheduled to take collective scheduled paid time off and gives the employee a copy of this list at least 10 days before the start of the new calendar year. The list may cover a period of less than one full calendar year if this has been agreed in advance.
- If the employer fails to give this list to the employee and continues to fail to do so after the employee or one of the trade unions FNV or CNV Vakmensen has demanded this list, the parties to the collective agreement will ensure on their own that this is done.
- Unused scheduled paid days off lapse at the end of the calendar year.

### 3.2.4 Scheduled paid days off and sickness

- An employee on sick leave continues to accrue scheduled paid days off.
- If the employee falls ill on a day on which he or she is taking a scheduled paid day off, the employee is not entitled to a substitute day off.
- However, the employer may decide, in consultation with the employee, to allow the employee to take another day off at a later time.

### 3.2.5 Value of a scheduled paid day off for a uta employee

- The value of a scheduled paid day off for a uta employee is 0.4% of that employee's annual salary.

## 3.3 Additional scheduled paid days off for older employees (transitional scheme)

**Table 3.3 Additional scheduled paid days off for older employees per calendar year**

year of birth	number of extra days		starting from (age threshold)
	construction site employees	uta employees	
1955 or earlier	13	11	60 years
1956 – 1960	10	9	55 years
1961	10	9	57 years
1962	9	8	57 years
1963	8	7	57 years
1964	7	6	57 years
1965	6	5	57 years

### 3.3.1 Number of additional scheduled paid days off

- Table 3.3 shows the number of additional scheduled paid days off an older employee accrues per calendar year. These are not days of annual leave within the meaning of Article 7:634 of the Dutch Civil Code.
- The number of days shown in table 3.3 apply to the employee:
  - who has been employed by the employer throughout the calendar year *and*
  - who has been in that particular age category throughout the calendar year.
- If the employee only works for the employer for a part of the year, the number of scheduled paid days off for that employee is calculated in proportion to the period of his or her employment with the employer during that year.
- If the employee turns 57 in the course of the calendar year, the annual leave entitlement will be calculated in proportion to the part of the year the employer was 57.

- If the employee works part time, the number of scheduled paid days off is calculated in proportion to the employee's contracted working hours.

### 3.3.2 Pay during additional scheduled paid days off

- The employer pays the employee the employee's contracted wages or salary on a day that the employee takes an additional scheduled paid day off.
  - The employer may be eligible to receive a contribution towards the wage or salary paid for schedule paid days off taken under this scheme provided that:
    - the employee concerned is a construction site employee *and*
    - the requirements set out in the transitional scheme allowing older employees to take additional scheduled paid days off [*Reglement Overgangsregeling extra verlofdagen oudere werknemers*] administered by Aanvullingsfonds Bouw & Infra have been met. This scheme is part of the collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*]
- The employer may submit a claim for these wage costs to Aanvullingsfonds Bouw & Infra.

### 3.3.3 Taking additional scheduled paid days off

- The employee must take the additional scheduled paid days in the calendar year in which the employee accrued the right to these. The employer will facilitate this.
- Unused additional scheduled paid days off lapse at the end of the calendar year.

### 3.3.4 Additional scheduled paid days off and sickness

- Accrual of additional scheduled paid days off ends when the employee has been on sick leave for more than six months. The employee will, however, accrue additional days off if he or she is partially incapacitated for work after this period and subsequently works less than his or her contracted working hours.
- If the employee falls ill on a day on which he or she is taking an additional scheduled paid day off, the employee is entitled to take this day off at another time. The employee does this in consultation with the employer.

## 3.4 Public holidays

### 3.4.1 Public holidays recognised in the collective agreement

- The employee is entitled to a paid day off on New Year's Day, Easter Monday, King's Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day, and once every five years on May 5 (in 2025, 2030, etc.).
- The employer pays the employee's wages or salary on these public holidays.
- If the employee is working shift work on a public holiday recognised in the collective agreement, the employer will give this employee another paid day off in lieu of that day.

## 3.5 Compassionate leave in the event of a death or impending death

### 3.5.1 Terminal care leave

- An employee is entitled to take leave to attend to a terminally ill family member.
- This amounts to 10 paid days of leave over a 12-month period starting from the first day of leave.
- If the employee works part time, this leave entitlement is calculated in proportion to the employee's contracted working hours.

- The leave applies to attending to one of the following terminally ill family members: a spouse, child (including a foster child or child-in-law), parents (including a step mother, step father, mother-in-law or father-in-law), and a sibling (including a half-brother or half-sister).
- In addition to paid leave, the employee can take unpaid leave for this purpose; this is statutory long-term care leave under Dutch law.

### 3.5.2 Bereavement leave

- The employee is entitled to 10 days of paid bereavement leave in the event of the death of a family member as referred to in clause 3.5.1.
- If the employee works part time, this leave entitlement is calculated in proportion to the employee's contracted working hours.
- In principle, this leave starts on the day of the family member's death.

### 3.5.3 Pay for days of leave for terminal care and bereavement

- For paid leave, as referred to in 3.5.1 and 3.5.2, the employer pays the fixed contracted wage or salary.

### 3.5.4 Relationship to statutory care leave

- If the employee takes collectively agreed paid leave as referred to in clause 3.5.1 and/or 3.5.2 and then also takes statutory short-term care leave within 12 months of the start of the leave under the collective agreement, in derogation from the law on this matter, the employer is not required to pay the employee's wages or salary during such statutory short-term leave.

## 3.6 Short periods of absence

Contrary to the provisions of the Dutch Work and Care Act [*Wet arbeid en zorg*], the following provisions apply.

### 3.6.1 Family celebrations/situations (unpaid leave)

- An employee is entitled to unpaid leave:
  - for the purpose of attending family events/celebrations such as the deposition for marriage, a wedding, wedding anniversary, baptism or long-service anniversary; and
  - in other exceptional family circumstances such as the illness or death of a spouse, a member of the employee's household, a child or foster child, or another relationship by consanguinity (blood relative) or affinity (in-laws).

### 3.6.2 Medical reasons (unpaid leave)

- An employee is entitled to unpaid leave for:
  - a necessary visit to the dentist, GP or specialist;
  - outpatient treatment;
  - periodic occupational health survey; and
  - hospital admission/discharge of a member of the employee's household.

### 3.6.3 Other situations with unpaid leave

- An employee is also entitled to unpaid leave:
  - for non-Christian religious holidays/festivals;

- for a physical examination or periodical health assessment (for work or military service for example);
- to move house;
- to sit an exam (this does not apply to apprentice employees: they are entitled to paid leave during their exams; see clause 6.1.4);
- to attend a meeting of the FNV and CNV Vakmensen trade unions, insofar as the employee is a member of the trade union and has been personally invited;
- to register as a jobseeker with employment insurance agency UWV and apply for a job after being notified that he or she has been made redundant;
- to take a retirement preparation course;
- to exercise the right to vote; and
- to fulfil legal obligations imposed on him or her personally.

#### 3.6.4 Financial compensation

- In derogation from the law on this matter, the employer does not pay wages or salary for days on which the employee takes leave as described in clauses 3.6.1, 3.6.2 and 3.6.3. In compensation, the employee receives 24 hours' equivalent pay per calendar year via his or her personal budget. If the employee works part time, the number of hours of leave is calculated in proportion to the employee's contracted working hours. The compensation does not depend on the number of hours of leave the employee actually takes.
- Exception: if the employee is seriously ill or has had a serious accident and, as a result, it appears that the employee will need to take more than 24 hours' leave in a year, the employer and the employee will, together, endeavour to find a suitable solution for this situation. If the employee concerned is being treated by a doctor or therapist, the following applies in any case. From the 25th hour that the employee needs to take leave for his or her treatment, the employer pays at least 50% of the fixed agreed wage or salary.

#### 3.6.5 Emergency at home (paid leave)

- If the employee needs to deal with an emergency at home and this is not a situation covered by clauses 3.6.1, 3.6.2 or 3.6.3 (such as a burst water pipe or fire for example), the employee is entitled by law to paid emergency leave.
- This leave is limited to the number of hours reasonably required to resolve the emergency situation.
- The employer pays the employee's wages or salary during this period of leave.

#### 3.6.6 Childbirth by spouse or partner

- The employee is entitled to one paid day off when his or her spouse or partner goes into labour. The employer pays the employee's wages or salary during this day.
- The employee is furthermore entitled to statutory parental leave, which comprises two parts:
  - The first part is leave equal to the employee's contracted working hours for one week, during which the employer pays the employee's contracted wages or salary.
  - The second part is parental leave of no more than five times the employee's contracted working week, over which time employment insurance agency UWV pays 70% of the employee's average daily wage [*dagloon*].

#### 3.6.7 General provisions

- The following rules apply to leave as described in clause 3.6.
  - The leave is scheduled in consultation with the employer.

- The employee must inform the employer at least one day in advance or, if this is not possible, as soon as possible.
- The employee informs the employer of the reason for taking the leave; the employer may ask for supporting documentation.
- If the employee requesting leave is a construction site employee who has to work far from home, as referred to in clause 5.13.1, the employee is entitled to reimbursement of the travel expenses he or she incurs by taking this leave. The maximum reimbursement is the cost of travelling to the employee's place of residence and back, calculated in accordance with clause 5.9.

### **3.7 Informal care**

#### **3.7.1 Customised agreements**

- If the employee is faced with informal care tasks, he or she will discuss this with his or her employer. The aim of this discussion is to make tailor-made arrangements, so that the employee can give substance to these informal care tasks.

## 4. Income

### 4.1 Introduction

Construction site employee

#### 4.2 Guaranteed wage for employees aged 21 or older

#### 4.3 Guaranteed wage for employees aged 16 to 20 (inclusive)

#### 4.4 Guaranteed wage for apprentice employees

#### 4.5 Starting table for construction site employees

#### 4.6 Performance bonus

#### 4.7 Rules relating to payment of wages

Uta employee

#### 4.8 Salary: introduction

#### 4.9 Salary for employees aged 21 or older

#### 4.10 Salary for employees aged 16 to 20 (inclusive)

#### 4.11 Starting table for uta employees

Applies to all employees

#### 4.12 Pay increases

#### 4.13 Holiday pay

#### 4.14 Personal budget

#### 4.15 Time Savings Fund

#### 4.16 Life-course savings scheme: transitional scheme

#### 4.17 Pension

## 4.1 Introduction

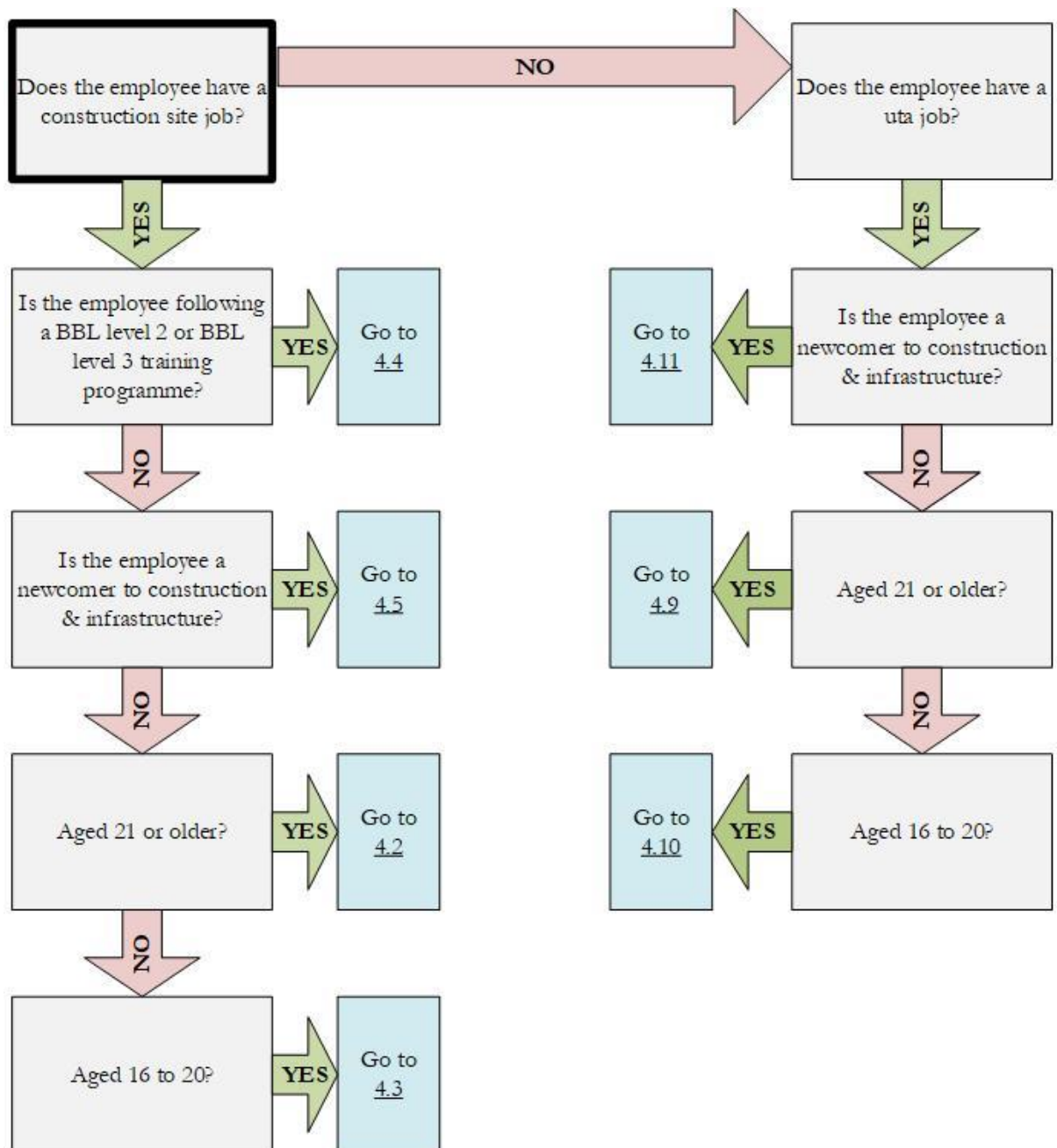
### 4.1.1 Gross amounts

- Unless stated otherwise, all monetary amounts referred to in the collective agreement are gross amounts.

### 4.1.2 Finding the right wage or salary fast

- The following flowchart will guide the reader to the appropriate clause in this section for the applicable wage or salary.

Flowchart 4.1.2 Finding the right wage or salary fast





## Construction site employee

### 4.2 Guaranteed wage for employees aged 21 or older

**Table 4.2** *Guaranteed wage for employees aged 21 or older (in euros per hour)*

job grade	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
A	14.32	14.53	14.97
B	15.15	15.38	15.84
C	16.11	16.35	16.84
D	17.23	17.49	18.01
E	18.09	18.36	18.91

#### 4.2.1 Who does table 4.2 apply to?

- The construction site employee aged 21 or older is entitled to receive the guaranteed wage as shown in table 4.2.
- The employee's job determines into which job grade that employee is placed. See clause 1.2.

#### 4.2.2 Exceptions

- During a block/day release programme [*beroepsbegeleidende leerweg*, BBL]: if the construction site employee is taking part in BBL level 2 or BBL level 3 training, the provisions of clause 4.4 apply.
- Starting table: if the employee has not previously worked in the construction and infrastructure sector, the provisions of clause 4.5 apply.

### 4.3 Guaranteed wage for employees aged 16 to 20 (inclusive)

**Table 4.3** *Guaranteed wage for construction site employees aged 16 to 20 inclusive (in euros per hour)*

age	BBL diploma?	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	no diploma	5.72	5.81	5.98
17	no diploma	6.44	6.54	6.74
	BBL level 2 diploma	8.34	8.47	8.72
18	no diploma	7.86	7.98	8.22
	BBL level 2 diploma	9.85	10.00	10.30
	BBL level 3 diploma	12.51	12.70	13.08
19	no diploma	9.30	9.44	9.72
	BBL level 2 diploma	11.37	11.54	11.89
	BBL level 3 diploma	14.58	14.80	15.24
20	no diploma	10.73	10.89	11.22
	BBL level 2 diploma	13.27	13.47	13.87
	BBL level 3 diploma	16.68	16.93	17.44

#### 4.3.1 Who does table 4.3 apply to?

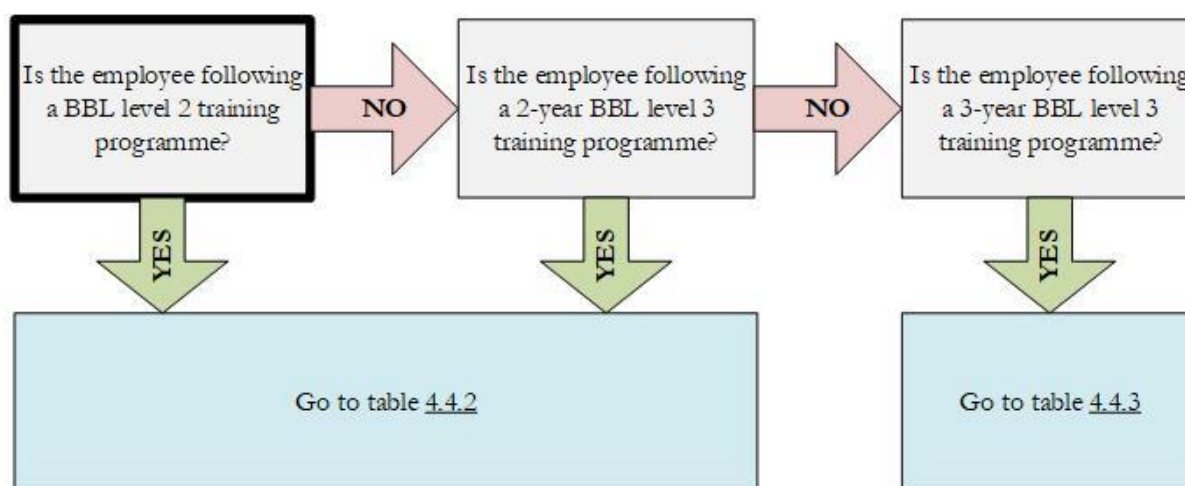
- Table 4.3 shows the guaranteed wages that apply to the following groups of construction site employees aged 16 to 20 (inclusive):
  - no diploma: this employee has not received a BBL diploma for one of the training courses listed in the next bullet point and is not currently engaged in one of these courses either, or
  - BBL level 2 or BBL level 3 diploma: this employee has received his or her BBL level 2 or BBL level 3 diploma in the area of:
    - construction & infrastructure
    - finishing, wood and maintenance, or
    - technical and process engineering.

#### 4.3.2 Exceptions

- During a block/day release programme (BBL): if the construction site employee is taking BBL level 2 or BBL level 3 training, the provisions of clause 4.4 apply.
- Higher wages despite not being in training: if no block release training (BBL) programme is being offered for the employee's particular profession, or if such does exist but the employee is not in a situation that allows him or her to take this, if that employee carries out the work to the employer's satisfaction the employer may pay that employee the guaranteed wage from table 4.3 that applies to an employee who is one year older.
- Starting table: if the employee has not previously worked in the construction and infrastructure sector, the provisions of clause 4.5 apply.

### 4.4 Guaranteed wage for apprentice employees

#### Flowchart 4.4 Finding the right student wage fast



#### 4.4.1 Wages for the hours worked

- The apprentice employee works a minimum of 32 hours per week and is paid for these hours of work. The apprentice employee is not paid for the days on which he or she attends classes.
- If the apprentice employee has registered for a BBL level 2 or BBL level 3 block/day release programme and this will only be starting after the summer holidays, the apprentice employee will receive the pay he or she would be entitled to had the course already started.

#### 4.4.2 Pay during BBL level 2 or the 2-year BBL level 3 training

**Table 4.4.2** *Guaranteed wage for apprentice employees taking part in BBL level 2 or the 2-year BBL level 3 training (in euros per hour)*

age	during BBL* level 2 or 2-year BBL level 3 training	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	BBL level 2	4.75	4.82	4.96
	BBL level 3, 1st year	5.39	5.47	5.63
	BBL level 3, 2nd year	6.07	6.16	6.34
17	BBL level 2	5.47	5.55	5.72
	BBL level 3, 1st year	6.17	6.26	6.45
	BBL level 3, 2nd year	6.91	7.01	7.22
18	BBL level 2	6.29	6.38	6.57
	BBL level 3, 1st year	7.08	7.19	7.41
	BBL level 3, 2nd year	7.99	8.11	8.35
19	BBL level 2	7.27	7.38	7.60
	BBL level 3, 1st year	8.16	8.28	8.53
	BBL level 3, 2nd year	9.19	9.33	9.61
20	BBL level 2	8.53	8.66	8.92
	BBL level 3, 1st year	9.55	9.69	9.98
	BBL level 3, 2nd year	10.77	10.93	11.26
21 years or older	BBL level 2	12.38	12.57	12.95
	BBL level 3, 1st year	13.32	13.52	13.93
	BBL level 3, 2nd year	13.88	14.09	14.51

- Table 4.4.2 shows the guaranteed wage that applies to an apprentice employee who is following a BBL level 2 or 2-year BBL level 3 block/day release programme in the field of:
  - construction & infrastructure
  - finishing, wood and maintenance, or
  - technical and process engineering.

#### 4.4.3 Pay during 3-year BBL level 3

**Table 4.4.3** *Guaranteed wage for apprentice employees taking part in 3-year BBL level 3 training (in euros per hour)*

age	during 3-year BBL level 3	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	1st year	4.75	4.82	4.96
	2nd year	5.39	5.47	5.63
	3rd year	6.07	6.16	6.34
17	1st year	5.47	5.55	5.72
	2nd year	6.17	6.26	6.45
	3rd year	6.91	7.01	7.22
18	1st year	6.29	6.38	6.57
	2nd year	7.08	7.19	7.41
	3rd year	7.99	8.11	8.35
19	1st year	7.27	7.38	7.60
	2nd year	8.16	8.28	8.53
	3rd year	9.19	9.33	9.61
20	1st year	8.53	8.66	8.92
	2nd year	9.55	9.69	9.98
	3rd year	10.77	10.93	11.26
21 years or older	1st year	12.38	12.57	12.95
	2nd year	13.32	13.52	13.93
	3rd year	13.88	14.09	14.51

- Table 4.4.3 shows the guaranteed wage that applies to an apprentice employee who is following a 3-year BBL level 3 block/day release programme in the field of:
  - construction & infrastructure
  - finishing, wood and maintenance, or
  - technical and process engineering.

## 4.5 Starting table for construction site employees

**Table 4.5 Starting table for construction site employees (in euros per hour)**

age	max. duration	1/1/2021	1/7/2021 (period 7)	1/8/2021 (period 8)	1/1/2022 (period 1)
16	first six months	3.94	3.97	4.00	tbd
	second six months	4.53	4.56	4.60	tbd
17	first six months	4.48	4.52	4.55	tbd
	second six months	5.13	5.16	5.21	tbd
18	first six months	5.60	5.65	5.68	tbd
	second six months	6.35	6.39	6.45	tbd
19	first six months	6.69	6.74	6.78	tbd
	second six months	7.56	7.60	7.67	tbd
20	first six months	8.50	8.57	8.61	tbd
	second six months	9.24	9.29	9.37	tbd
21 years or older	first six months	10.85	10.94	10.99	tbd
	second six months	12.01	12.07	12.17	tbd

### 4.5.1 Who does table 4.5 apply to?

- Table 4.5 shows the guaranteed wage for a construction site employee who has not previously worked in the construction & infrastructure sector. The guaranteed wage stated in this starting table applies for a maximum of one year.
- Exception: the starting table does not apply while an apprentice employee is taking part in a BBL level 2 or BBL level 3 block/day release programme, nor after obtaining a diploma for that programme.

### 4.5.2 Calculation of the guaranteed wage

- In the first six months of employment, the guaranteed wage is equal to, as applicable, the statutory minimum wage/the statutory minimum youth wage plus 25% of the difference between the relevant statutory minimum wage and the guaranteed wage shown in:
  - table 4.2, job grade A (21 years or older); or
  - table 4.3, no diploma (16 to 20 years inclusive).
- In the second six months of employment, the guaranteed wage is equal to, as applicable, the statutory minimum wage/the statutory minimum youth wage plus 50% of the difference as described above.

## 4.6 Performance bonus

### 4.6.1 What does this concern?

- On top of the guaranteed wage that applies to the construction site employee, the employer may pay the employee a performance bonus.
- The performance bonus can be linked to an incentive scheme (piece-rate); however, the employer may only apply such a scheme if the employee agrees. The agreements made must be recorded in writing.
- An employee younger than 18 may not work under a piece-rate scheme.

### 4.6.2 Relationship with guaranteed wage

- Contracted performance bonuses and similar may not be reduced to compensate for an increase in the guaranteed wage.
- Exception: this is permitted if the employee's guaranteed wage is increased because of the employee being placed in a higher job grade.

## 4.7 Rules relating to payment of wages

### 4.7.1 Pay period

- The employer chooses a pay period of four weeks or one month for the construction site employee.
- The construction site employee must be paid no later than five working days from the end of each pay period.
- If the employer has not paid the wages eight working days from the end of the relevant pay period and if the employer is responsible for this late payment, the employee is entitled to claim a late-payment surcharge on the wages owed. This is stipulated in Article 7:625 of the Dutch Civil Code.

### 4.7.2 Payslip

- The employer will provide the employee with a payslip, either in print or digital, with each wage payment.
- This payslip specifies the following:
  - the gross pay, split into the guaranteed wage and the relevant allowances, premiums, bonuses and such, and deductions and contributions;
  - TSF Days, TSF Holiday Pay and TSF Sustainable Employability; and
  - TSF Mandatory Additional Hours (value), TSF Travel Time (value) and the deposited TSF Banked Hours.
- In addition, the employer will provide a statement of:
  - the remaining days of contractual annual leave and scheduled paid days off that are part of the employee's personal budget (see 14.4.2),
  - the remaining days of annual leave and scheduled paid days off that are not part of the employee's personal budget and the remaining additional scheduled paid days off for older employees; and
  - the number of accrued and used banked hours and the remaining banked hours.

## Uta employee

### 4.8 Salary: introduction

#### 4.8.1 Converting monthly salary into four-week salary

- For STAs the monthly salaries are shown in this collective agreement.
- To convert a monthly salary into salary over a four week period, multiply the monthly salary by twelve and divide the result by thirteen.

#### 4.8.2 Full-time and part-time work

- The amounts shown for salaries in tables 4.9, 4.10 and 4.11 apply to uta employees who work a standard working week according to table 2.2.
- If the uta employee works part time, the salary to which that employee is entitled is calculated in proportion to his or her contracted working hours.

### 4.9 Salary for employees aged 21 or older

*Table 4.9 Salary for uta employees aged 21 or older (in euros per month)*

job grade	1/1/2021		1/8/2021 (period 8)		1/1/2022 (period 1)	
	minimum	maximum	minimum	maximum	minimum	maximum
1	2057.63	2707.43	2088.49	2748.04	2151.14	2830.48
2	2261.75	3018.25	2295.68	3063.52	2364.55	3155.43
3	2523.28	3408.64	2561.13	3459.77	2637.96	3563.56
4	2864.84	3925.04	2907.81	3983.92	2995.04	4103.44
5	3309.87	4596.23	3359.52	4665.17	3460.31	4805.13
6	3888.33	5465.54	3946.65	5547.52	4065.05	5713.95

#### 4.9.1 Who does table 4.9 apply to?

- Uta employees aged 21 or older are entitled to the salary from table 4.9 that corresponds to the job grade at which they are classified. See clause 1.2.
- Exception: if the employee has never worked in construction & infrastructure before see clause 4.11.

#### 4.9.2 Increase in salary

- Uta employees aged 21 or older are entitled to 104% of the minimum salary corresponding to this job grade no later than two years after being classified at a job grade/higher job grade. After four years the employee is entitled to 110% and after six years to 116% of that minimum.

#### 4.9.3 Salary during BBL level 4 training

- If the employee is following a BBL level 4 block/day release programme, he or she is entitled to the salary that applies to his or her job/job grade.

## 4.10 Salary for employees aged 16 to 20 (inclusive)

**Table 4.10 Salary for uta employees aged 16 to 20 inclusive (in euros per month)**

age	job grade	1/1/2021		1/8/2021 (period 8)		1/1/2022 (period 1)	
		minimum	maximum	minimum	maximum	minimum	maximum
16	1	720.16	947.61	730.96	961.82	752.89	990.67
	2	791.59	1056.39	803.46	1072.24	827.56	1104.41
17	1	823.05	1082.97	835.40	1099.21	860.46	1132.19
	2	904.69	1207.28	918.26	1225.39	945.81	1262.15
18	1	1028.80	1353.73	1044.23	1374.04	1075.56	1415.26
	2	1130.89	1509.13	1147.85	1531.77	1182.29	1577.72
19	1	1285.99	1692.14	1305.28	1717.52	1344.44	1769.05
	2	1413.60	1886.41	1434.80	1914.71	1477.84	1972.15
	3	1577.03	2130.41	1600.69	2162.37	1648.71	2227.24
20	1	1543.21	2030.58	1566.36	2061.04	1613.35	2122.87
	2	1696.30	2263.69	1721.74	2297.65	1773.39	2366.58
	3	1892.46	2556.49	1920.85	2594.84	1978.48	2672.69

### 4.10.1 Who does table 4.10 apply to?

- Uta employees aged 16 to 20 are entitled to the salary from table 4.10 that corresponds to the job grade at which they are classified. See clause 1.2.
- Exception: if the employee has never worked in construction & infrastructure before see clause 4.11.

## 4.11 Starting table for uta employees

**Table 4.11 Starting table for uta employee (in euros per month)**

age	1/1/2021		1/7/2021 (period 7)		1/8/2021 (period 8)		1/1/2022 (period 1)	
16	648.14		648.14		657.86		677.60	
17	740.75		740.75		751.86		774.42	
18	925.94		925.94		939.83		968.02	
19	1157.40		1157.40		1174.76		1210.00	
20	1388.89		1388.89		1409.72		1452.01	
	first six months	second six months	first six months	second six months	first six months	second six months	first six months	second six months
21 years or older	1778.01	1871.22	1790.16	1879.32	1797.87	1894.75	tbd	tbd

### 4.11.1 Who does table 4.11 apply to?

- Table 4.11 shows the salary for a uta employee who has not previously worked in the construction & infrastructure sector. The salary stated in this starting table applies for a maximum of one year.

### 4.11.2 Calculating the salary for employees 21 years or older according to the starting table

- In the starting table, the salary of an employee aged 21 or older is calculated as follows:



- In the first six months of employment, the monthly salary is equal to the statutory minimum wage (per month) plus 25% of the difference between the relevant statutory minimum wage (per month) and the minimum monthly salary shown for job grade 1 in table 4.9; and
- In the second six months of employment, the guaranteed wage is equal to the statutory minimum wage (per month) plus 50% of the difference as described above.

## Applies to all employees

### 4.12 Pay increases

**Table 4.12 Collective pay increase and one-off payment**

regular	one-off	pay period	payment
1.5%		month	effective from 1 August 2021
		four weeks	effective from pay period 08-2021
3.0%		month	effective from 1 January 2022
		four weeks	effective from pay period 01-2022
	1.0%	month	no later than December 2021
		four weeks	no later than pay period 13-2021

#### 4.12.1 Application

- The employer applies the collective pay increase referred to in table 4.12 to the employee's actual remuneration, i.e. the employee's contracted wages or salary.
- The one-off payment referred to in table 4.12 is 1.0% of the fixed contracted wage over the year or the annual salary (exclusive of holiday pay), calculated in proportion to the period of his or her employment in 2021. An employee who has a contract of employment on 1 December 2021 will receive the one-off payment in December 2021. An employee whose contract of employment terminates between 1 August 2021 and 1 December 2021 will receive the one-off payment in the final settlement.

#### 4.12.2 Determining the pay period in the case of four-week payment

- If the date of the pay increase falls in the first two weeks of a pay period, the increase will take effect in the current pay period. If the date of the increase falls in the last two weeks of a pay period, this will be with effect from the following pay period.

### 4.13 Holiday pay

#### 4.13.1 Holiday pay scheme

- The employee is entitled to holiday pay amounting to 8% of the fixed contracted wage or salary.
- The holiday pay may never be less than the amount stated in Article 16(2) of the Dutch Minimum Wage and Minimum Holiday Pay Act.
- The holiday pay is part of the employee's personal budget. For the payment see clause 4.14.

### 4.14 Personal budget

#### 4.14.1 What does this concern?

- Every employee has a 'personal budget'.
- The employer pays an amount towards this personal budget every pay period.
- This personal budget has three components, each with its own spending objective.

#### 4.14.2 Spending objectives

- Sustainable employability: the employee uses this part of his or her budget for matters that contribute to the employee being able to continue working in a healthy and motivated manner. These include, for example:
  - investments in response to a Sustainable Employability Analysis (*Duurzame Inzetbaarheidsanalyse, DIA*; see clause 6.4.2);
  - training and education (or continuing training and education); and
  - purchasing additional days of leave.
- Days: this component consists of the wages or salary over five days of contractual annual leave, three compensation days for short periods of absence as described in clause 3.6.4, and a number of scheduled paid days off: 10 for construction site employees and 5 for uta employees. With this money, the employee can maintain his or her income when he or she takes these days off.
- Holiday pay.

#### 4.14.3 How much does the employer pay?

- The amount employer pays towards the personal budget on an annual basis is shown in table 4.14.3. The calculation rules for this can be found in the Time Savings Fund regulations. See Annex 4.2.
- Exceptions:
  - For an apprentice employee, the employer does not pay for the Sustainable employability component; this has already been included in this employee's gross wages.
  - If the employee still makes use of the life-course savings scheme and if the employer contributes 1.5% towards this, the employer is not required to pay this percentage towards the Sustainable employability component.
  - If the employee is 55 years or older and makes use of the 4-day working week for such employees, for the Days component the employer only pays for the three compensation days for short periods of absence as described in clause 3.6.4.

**Table 4.14.3 The amount employer pays towards the personal budget on an annual basis**

purpose	construction site employee (fixed contracted wages)	uta employee (salary)
	from 1/1/2021	from 1/1/2021
sustainable employability	4.36%	1.93%
days	18 days	13 days
holiday pay	8%	8%

#### 4.14.4 How does the employer pay?

- The employer pays the amount for the personal budget spread evenly over all pay periods of the year, after deduction of the applicable tax and social security contributions.
- The employer pays the amount into the employee's account with the Time Savings Fund within 14 days of the end of the pay period.
- The following applies to uta employees who do not participate in the Time Savings Fund:

- The employer pays the amount together with the salary. The pay slip shows how this amount is split between the components Sustainable employability, Days, and Holiday pay.
- The employer may pay the amount in the Holiday pay component annually to this uta employee as a lump sum. In this case, payment will be made by no later than June and will be equal to 8% of the salary received in the previous 12 months. An annual lump-sum payment is not allowed if the employee has indicated in writing that he or she wants to receive the holiday pay in instalments per pay period.

#### 4.14.5 Additional rules

- The employee is entitled to take up the days for which the wages or salary is paid via the personal budget before the end of the calendar year. The employer will make this possible.
- If the employee still has days left in the personal budget at the end of the calendar year, these may not be carried over to the following year.

### 4.15 Time Savings Fund

#### 4.15.1 What does this concern?

- Every construction site employee has a personal account with the Time Savings Fund (TSF); uta employees can participate in the Time Savings Fund on a voluntary basis.
- At [www.tijdspaarfondsbouw.nl](http://www.tijdspaarfondsbouw.nl), the employee can see how much is in his or her account.

#### 4.15.2 Deposits by the employer

- The employer pays the following into the employee's account with the Time Savings Fund:
  - the employer's payments for the personal budget (see clause 4.14); and
  - only for construction site employees who participate in the banked hours scheme described in clause 2.9, the wages for the mandatory additional hours and the deposited travel time.

The employer deposits the relevant amounts within 14 days of the end of each pay period.
- When making the deposit, the employer splits the amount into TSF Sustainable employability, TSF Days, TSF Holiday pay, and TSF Banked hours and specifies these separate components with the relevant amounts on the employee's payslip as well.
- In all of this, the employer complies with the provisions of the articles of association and the regulations of the Time Savings fund. See Annex 4.

#### 4.15.3 Withdrawing money

- The employee can withdraw money from his or her account with the Time Savings Fund at any time. The construction site employee does this via an FNV or CNV Vakmensen trade union consultant. The uta employee arranges this via [www.tijdspaarfondsbouw.nl](http://www.tijdspaarfondsbouw.nl).
- The amounts allocated to the components TSF Sustainable employability and TSF Banked Hours remain in the account until the employee uses these.
- If on 1 May the employee still has an amount allocated to TSF Holiday pay and/or TSF Days in his or her account, the Time Savings Fund will pay this amount out to the employee in that month. This is done automatically.
- If the employee would prefer to keep the amount allocated to TSF Holiday pay and/or TSF Days in his or her account after this time, the employee must make this known in advance. The construction site employee does this via an FNV or CNV Vakmensen trade union consultant. The uta employee arranges this via [www.tijdspaarfondsbouw.nl](http://www.tijdspaarfondsbouw.nl).

## 4.16 Life-course savings scheme: transitional scheme

### 4.16.1 What does this concern?

- Since 2012 it has no longer been possible to start saving under the life-course savings scheme. Any employees who were already participating in the life-course savings scheme on 1 January of that year are eligible to take part in a transitional scheme.
- This transitional scheme entails allowing employees who built up a life-course credit of €3000 or more by the end of 2011 to continue saving under the scheme until the maximum savings amount has been reached. The transitional scheme will be in effect until the end of 2021.

### 4.16.2 Employer contribution

- Employees who continue making use of the life-course savings scheme are entitled to an employer contribution of 1.5% of their fixed contracted wage over the year or their annual salary.
- Employees who do not make use of the life-course savings scheme or who have ceased making use of such receive from the employer an amount equal to this via their personal budget.

### 4.16.3 Calculation and payment

- For the employee who is employed by the employer on 1 January of any given year, the employer's contribution for that year is calculated on the basis of the fixed contracted wage or the salary in January. The payment is made in that month.
- If the employee was not employed by the employer on 1 January but is on 1 July of that year, the employer's contribution will be calculated on the basis of the fixed contracted wage or the salary in July and the payment will be made in that month. This employee must provide the employer with proof that he or she did not already receive an employer's contribution for life-course savings in January of that year.
- The employer's contribution is calculated as follows: 1.5% of eight times the fixed contracted wage or hourly salary multiplied by the number of working days in that year. This amounts to 261 days in 2021 and 260 days in 2022.

### 4.16.4 Special situations

- If the employee is on sick leave and unable to work, the employer's contribution will be based on that employee's fixed contracted wage or the salary immediately prior to the sick leave.
- If the employee's contract of employment is terminated during the calendar year, the employer's contribution will not be paid out or settled.

## 4.17 Pension and retirement

### 4.17.1 Mandatory membership and participation

- Employers are required to join bpfBOUW (the Dutch construction industry pension fund foundation). Employees are required to participate in the pension scheme that bpfBOUW administers for the construction & infrastructure sector.
- The bpfBOUW regulations state which rights and obligations the employer and the employee have in this regard and specifies the contributions as well.

#### 4.17.2 Components of the pension scheme

- This bpfBOUW pension scheme comprises the following components:
  - average salary scheme;
  - incapacity pension.

#### 4.17.3 Contributions

- The pension contributions are set annually by bpfBOUW.
- The contribution for the average salary scheme for 2021 is 25% of the pension base.
- Table 4.17.3 shows how the contribution is split between the employer and the employee.

**Table 4.17.3 How the bpfBOUW 2021 pension contribution is split between the employer and employee**

employee	contribution based on pension base*	
	employer	employee**
<b>construction site employee</b>		
- - up to threshold percentage 22.2%	65.6%	34.4%
- - from threshold percentage 22.2%	50%	50%
<b>uta employee</b>		
- - up to threshold percentage 20.8%	60.6%	39.4%
- - from threshold percentage 20.8%	50%	50%

\* The pension base is the pensionable pay less the part of the pay over which no pension may be accrued (the 'state pension offset'). The contribution for the incapacity pension is not considered in the calculation of the contribution split between employer and employee. Of this contribution, 50% is paid by the employer and 50% by the employee.

\*\* The employee's contribution is rounded off to four decimal places.

## 5. Allowances, premiums, bonuses and similar

- 5.1 Professional driver
- 5.2 On-call duty
- 5.3 Unusual working hours
- 5.4 First aid and in-house emergency response
- 5.5 Hand tools
- 5.6 Apprentice trainer or instructor
- 5.7 Overtime
- 5.8 Shift work
- 5.9 Travel expenses
- 5.10 Travel time
- 5.11 Dry stone pitching and fascine mattress work
- 5.12 Union subscription
- 5.13 Working far from home
- 5.14 Relocation costs
- 5.15 Shifted hours for infrastructure works
- 5.16 Foreman
- 5.17 Workwear
- 5.18 Health insurance

### 5.1 Professional driver

**Table 5.1 Allowance/bonus for damage-free driving by construction site employee in a driver job**

after driving with no damage for	allowance/bonus		
	1/1/2021	1/8/2021	1/1/2022
one quarter (3 months)	€10.57 allowance per quarter	€10.73 allowance per quarter	€11.05 allowance per quarter
two quarters (6 months)	€11.81 allowance per quarter	€11.99 allowance per quarter	€12.35 allowance per quarter
three quarters or more	€12.91 allowance per quarter	€13.10 allowance per quarter	€13.50 allowance per quarter
three years or more	€18.20 bonus per year (in addition to the allowance)	€18.47 bonus per year (in addition to the allowance)	€19.03 bonus per year (in addition to the allowance)

#### 5.1.1 Only for the job as driver

- If the construction site employee works in the position of driver as described in 23, 65 or 93 from the list of jobs in Annex 1.1, and if the driver drives without damage he or she is entitled to the allowance and bonus shown in table 5.1.
- If the employee works part time, the employee is entitled to an amount in proportion to his or her contracted working hours.

#### 5.1.2 Damage-free driving

- The driver is deemed to have driven damage-free if the vehicle has not incurred any damage or, if it has been damaged, this was not the fault of this driver.

- If the vehicle been damaged and this is the employee's fault, he or she will not receive an allowance and/or bonus for that quarter and accrual of damage-free time will start from null from the following quarter.

## 5.2 On-call duty

**Table 5.2 Allowance for on-call duty for construction site employees**

days	minimum allowance (per day)		
	1/1/2021	1/8/2021	1/1/2022
Monday to Friday	€13.00	€13.20	€13.59
Saturday	€20.00	€20.30	€20.91
Sunday or a public holiday recognised in this collective agreement	€26.00	€26.39	€27.18

### 5.2.1 What does this concern?

- The on-call duty allowance is an allowance for the construction site employee who must remain available for work outside of his or her regular scheduled working hours.
- The employer and the construction site employee set the amount of this allowance in mutual consultation. The minimum daily allowances are shown in table 5.2.
- Clause 2.7 sets out the other provisions regarding on-call duty.

## 5.3 Unusual working hours

**Table 5.3 Unusual working hours premium**

time	00:00–07:00*	07:00–19:00*	19:00–24:00
<b>days of the week</b>			
Monday	100%	--	30%
Tuesday	30%	--	30%
Wednesday	30%	--	30%
Thursday	30%	--	30%
Friday	30%	--	50%
Saturday	50%	35%	75%
Sunday	75%	100%	100%

\* When applying the non-standard provisions this is 00:00–06:00 and 06:00–19:00 respectively.

### 5.3.1 Construction site employee

- The construction site employee works unusual working hours if he or she:
  - works outside the normal working hours on a weekday
  - works on a Saturday and/or
  - works on a Sunday.
- The employee who works unusual working hours is entitled to receive the premium shown in table 5.3. The unusual working hours premium is calculated based on the employee's fixed contracted hourly wage.

### 5.3.2 Exceptions regarding construction site employees

- Saturday as mandatory working day: under the standard provisions, the employer may designate up to five Saturdays per year as mandatory working days. Contrary to the



percentage shown in table 5.3, for an employee working within the normal working hours a premium of 20% instead of 35% applies on those Saturdays.

- Overtime: if the employee works overtime during unusual working hours, if the premium for working unusual working hours is higher than that for working overtime, the unusual working hours premium will apply instead of the overtime premium.
- Shifted working hours for infrastructure work: an employee who works shifted working hours to carry out infrastructure work as described in clause 5.15 is entitled to the shifted working hours for infrastructure work premium rather than the unusual working hours premium.
- Tide-dependent work: if the construction site employee performs tide-dependent work on Monday to Friday before 06:00 or after 19:00, if the employee has been scheduled to work these hours, a premium of 25% over the guaranteed hourly wage applies for these hours rather than the percentages shown in table 5.3. If the employee performs tide-dependent work during shift work, the shift premium applies instead. See clause 5.8.

### 5.3.3 Uta employee

- If the uta employee works unusual working hours, the employer informs the employee in writing how these hours will be compensated. If the employer does not do this, the percentages shown in table 5.3 apply to the SLA employee as well.
- Exception: under the standard provisions, the employer may designate up to five Saturdays per year as mandatory working days. On these Saturdays, the uta employee qualifies for the following unusual working hours premium:
  - between 00:00 and 07:00: 50%
  - between 07:00 and 19:00: 20%, and
  - between 19:00 and 24:00: 75%.

## 5.4 First aid and in-house emergency response

### 5.4.1 Reimbursement

- If the employee follows a recognised course as a first aider or an in-house emergency responder at the request of the employer and receives his or her certificate for this, the employer will pay for or reimburse the course fees and the costs of the course material, the exam and certificate.
- If the employee follows this course outside his or her working hours, the employer will additionally pay the employee a one-off sum of €149.35, €151.59 from 1 August 2021 and €156.14 from 1 January 2022 and compensation for the travelling expenses incurred as specified in clause 5.9.
- A Dutch first aid (EHBO) certificate is valid for two years and a Dutch in-house emergency responder (BHV) certificate for one year. If the employee, at the request of the employer, takes a refresher course to remain certified, the employer will pay for or reimburse the course fees and the costs of extending the certification.
- An employee who takes both the first aid and in-house emergency response course and who meets the criteria specified above is entitled to payment or reimbursement of the costs for both these courses.

## 5.5 Hand tools

### 5.5.1 Own hand tools

- If the carpenter, block paver, bricklayer or tiler uses his or her own hand tools, the employee is entitled to a hand tool allowance as described in clause 5.5.2.



- This does not apply if the employer provides the employee with the hand tools either temporarily or permanently.

### 5.5.2 Allowance

- The carpenter or block paver receives €0.75 (net) per day worked, €0.76 from 1 August 2021 and €0.78 from 1 January 2022.
- The bricklayer or tiler receives €0.54 (net) per day worked, €0.55 from 1 August 2021 and €0.56 from 1 January 2022.

### 5.5.3 Alternative provisions

- The employer may agree a different arrangement with the Works Council. See clause 10.9.

## 5.6 Apprentice trainer

**Table 5.6 Apprentice trainer allowance for construction site employees**

effective from	per week: general	per week: scaffolding installation
1 January 2021	€68.40	€37.60
1 July 2021	€68.40	€34.00
1 August 2021	€69.43	€34.63
1 January 2022	€71.51	€35.51

### 5.6.1 What does this concern?

- The construction site employee who is also an apprentice trainer/instructor and who also actually instructs one or more apprentice employees is entitled to the apprentice trainer allowance shown in table 5.6.
- An employee classified in a job that is grouped with job grades A to D is entitled to the allowance shown under the 'general' column.
- If the employee is classified as a scaffolding foreman, the allowance in the 'scaffolding installation' column applies.
- An apprentice trainer who is also a foreman is only entitled to one of the two allowances, either the apprentice trainer allowance *or* the foreman allowance (see table 5.16). Both allowances are the same amount.

## 5.7 Overtime

### 5.7.1 Construction site employee

- For every hour of overtime, the construction site employee receives the fixed contracted hourly wage.
- For every hour of overtime in excess of the standard working week the employee receives a premium, as shown in table 5.7.1. The overtime premium is calculated based on the employee's fixed contracted hourly wage.
- The employer pays the overtime together with the next payment of wages: the employer does not wait until the end of that schedule period.

**Table 5.7.1 Overtime premium for construction site employees**

type of overtime (above the standard working week)	premium
the first three overtime hours per day immediately preceding or immediately after the normal working day	25%
other overtime hours worked between 5:00 on Monday and 21:00 on Saturday	50%
overtime hours worked between 21:00 on Saturday and 5:00 on Monday	100%
overtime worked on a public holiday recognised in the collective agreement	100%

**5.7.2 Time off in lieu of premium**

- The construction site employee can opt to take time off in lieu of the overtime premium. This applies to the actual overtime hours worked as well.
- The employee informs the employer within three working days of having worked the overtime which form of compensation he or she would like.
- An employee who opts for time off in lieu will schedule the time off in lieu in consultation with the employer. On these lieu days the employer continues to pay the employee's wages.

**5.7.3 Exceptions regarding construction site employees**

- If the construction site employee works overtime during unusual working hours as described in clause 5.3, if the premium for working unusual working hours is higher than that for working overtime, the unusual working hours premium will apply instead of the overtime premium.
- If the construction site employee works overtime while performing tide-dependent work, he or she is entitled to a premium, as shown in table 5.7.3.

**Table 5.7.3 Overtime premium for construction site employees performing tide-dependent work**

type of overtime	premium
from Monday 05:00 to Friday 22:00	
- between 05:00 and 22:00	25%
- between 22:00 and 05:00	50%
from Friday 22:00 to Saturday 21:00	50%
from Saturday 21:00 to Monday 05:00	100%

**5.7.4 Uta employee**

- If, at the request of the employer, the uta employee works overtime during unusual working hours, the employer will inform the employee in writing how this time will be compensated.
- If the employer fails to do so or if the hourly compensation is less than the hourly wage, an employee with a job in a job grade of 1, 2 or 3 is entitled to at least one hour in lieu or one hour's wages for each hour of overtime.

**5.7.5 Additional provisions concerning overtime**

- Clause 2.8 sets out the other provisions regarding overtime.

## 5.8 Shift work

**Table 5.8 Shift premium for construction site employees**

general provisions	premium
two-shift rotation	10%
three-shift rotation	15%
industrial construction	premium
when the shift starts before 06:00 or ends after 19:00 (excluding overtime)	
- hours between 06:00 and 19:00	5%
- hours between 19:00 and 06:00	25%

### 5.8.1 What does this concern?

- A construction site employee who performs shift work is entitled to a shift premium as shown in table 5.8. The shift premium is calculated based on the employee's fixed contracted hourly wage.
- If an employee works overtime during a shift, the overtime premium is calculated based on the employee's fixed contracted hourly wage including the shift premium.
- Clause 2.6 sets out the other provisions regarding shift work.

## 5.9 Travel expenses

### 5.9.1 Construction site employee

- The construction site employee is entitled to receive a travel allowance as shown in table 5.9.1 if the employee:
  - has a commute of a total of more than 15 kilometres per day;
  - needs to travel during working hours;
  - at the request of the employer, travels during a period when construction workers are officially allowed to stay home due to cold weather conditions [*vorstverlet*]; or
  - is required to visit the occupational health and safety services during a period of sickness absence.

**Table 5.9.1 Travel allowance for construction site employees**

means of transport	measurement	allowance
public transport	2nd class	100%
bicycle	per day	€0.80
moped	per km	€0.07
	per day (minimum)	€0.89
motorcycle	per km	€0.22
car	per km	€0.32

### 5.9.2 Construction site employees: additional provisions

- The employer determines which type of transport from table 5.9.1 the construction site employee will use for the commute.
- Travel to and from work will be done as much as possible in groups.
- The employer may agree a different arrangement with the Works Council. See clause 10.9.

### 5.9.3 Driver's allowance for construction site employees

- The construction site employee is entitled to a driver's allowance as shown in table 5.9.3 if the employee:

- takes one or more fellow employees along on his or her commute to and from work; and
- the vehicle is not one provided by the employer; and
- the employee does this at the employer's request or has transported the fellow employees over a period of at least two weeks.
- The allowance applies to each working day on which the employee takes one or more fellow employees along.
- The allowance is paid at the end of each pay period.

**Table 5.9.3 Driver's allowance for construction site employees**

distance per day (one way)	allowance (per day)
0–30km	€6
31–65km	€9
more than 65km	€12

#### 5.9.4 Uta employee: commuting

- The uta employee is entitled to a travel allowance of €0.19 per km for their commute.
- Exceptions:
  - The uta employee is not entitled to this allowance if the employer has arranged a company car or an annual pass for public transport for the employee.
  - If the employee moves on his or her own initiative and has a longer commute as a result, the employee will not be compensated for the additional distance required for the commute.

#### 5.9.5 Uta employee: business travel

- If the employer feels that the employee should take business trips using the employee's own vehicle, the employee is entitled to an allowance of €0.32/km (car) or €0.22/km (motorcycle).
- If the employer feels that the employee should travel by public transport, the employer will reimburse the costs of the least expensive public transport ticket.

#### 5.9.6 Uta employee: exceptional circumstances

- The uta employee is entitled to receive a travel allowance as shown in table 5.9.5 if the employee:
  - works, at the employer's request, in a municipality other than the one agreed in the contract of employment; and
  - is required to visit the occupational health and safety services during a period of sickness absence.

## 5.10 Travel time

### 5.10.1 What does this concern?

- Travel time is the time the construction site employee spends traveling from home to work and back again.
- Construction site employees who work outside their place of residence are entitled to receive a travel time allowance.
- The reimbursement applies to travel using your own means of transport, a means of transport made available by the employer, by public transport, or on foot.
- The compensation does not apply to the first hour of travel per day, unless the employee drives a car in which he or she also drives one or more fellow employees to and from work.
- The employer records the number of kilometres and the travel time allowance per employee in writing.

#### 5.10.2 Travel time reimbursement

- The per-hour travel time allowance is equal to the guaranteed wage for that employee, albeit up to a maximum of the guaranteed wage for job grade A in table 4.2.
- The allowance is paid at the end of each pay period.

#### 5.10.3 Determining the number of travel hours

- The number of travel hours is determined using set travel-time standards for each type of transport, i.e.:
  - Car: see table 5.10.3. The fastest route is used to calculate the number of kilometres and, for a one-way commute of up to 50km, an average speed of 60km/h is assumed;
  - Public transport: the standard travel time is the travel time stated in the public transport timetable;
  - Other means of transport: it is assumed that the employee can travel the following distance per hour: 5km on foot, 15km by bike, 25km by moped, and 40km on a motorcycle.

**Table 5.10.3 Standards for commuting travel time allowance for construction site employees**

no. of km one way			travel time allowance in hours per day		
	passenger, or employee travelling alone	employee (driver) who brings along one or more fellow employees		passenger, or employee travelling alone	employee (driver) who brings along one or more fellow employees
1	0.00	0.03	29	0.00	0.97
2	0.00	0.07	30	0.50	1.00
3	0.00	0.10	31	0.52	1.03
4	0.00	0.13	32	0.53	1.07
5	0.00	0.17	33	0.55	1.10
6	0.00	0.20	34	0.57	1.13
7	0.00	0.23	35	0.58	1.17
8	0.00	0.27	36	0.60	1.20
9	0.00	0.30	37	0.62	1.23
10	0.00	0.33	38	0.63	1.27
11	0.00	0.37	39	0.65	1.30
12	0.00	0.40	40	0.67	1.33
13	0.00	0.43	41	0.68	1.37
14	0.00	0.47	42	0.70	1.40
15	0.00	0.50	43	0.72	1.43
16	0.00	0.53	44	0.73	1.47
17	0.00	0.57	45	0.75	1.50
18	0.00	0.60	46	0.77	1.53
19	0.00	0.63	47	0.78	1.57
20	0.00	0.67	48	0.80	1.60
21	0.00	0.70	49	0.83	1.66
22	0.00	0.73	50–59	1.00	2.00
23	0.00	0.77	60–70	1.20	2.20
24	0.00	0.80	71–81	1.40	2.40
25	0.00	0.83	82–92	1.50	2.50
26	0.00	0.87	93–105	1.80	2.80
27	0.00	0.90	106 or more	actual travel time less one hour; minimum allowance is for 1.8 hours of travel time	actual travel time; minimum allowance is for 2.8 hours of travel time
28	0.00	0.93			

#### 5.10.4 Other provisions

- If, in accordance with the provisions of the Collective agreement on unworkable weather conditions for the construction & infrastructure sector [*cao Onwerkbaar weer Bouw & Infra*], the weather conditions are such that work cannot be performed, the employee who travels to and from the place of work is entitled to the travel allowance *as long as* he or she could not have reasonably known that, given the weather conditions, he or she would not be able to work.

#### 5.10.5 Alternative provisions

- With regards to the provisions stated in clauses 5.10.1 to 5.10.3, the employer may agree alternative provisions with the Works Council. See clause 10.9.

### 5.11 Dry stone pitching and fascine mattress work

#### 5.11.1 What does this concern?

- A construction site employee who works on dry stone pitching on groynes along the coast of the North Sea or who does this type of work elsewhere under comparable conditions is entitled to an allowance of €7.91 per week, €8.03 per week from 1 August 2021 and €8.27 per week from 1 January 2022. This allowance also applies to an employee who works laying fascine mattresses outside the inlets.
- If the employee works part time, the employee is entitled to an amount in proportion to his or her contracted working hours.

### 5.12 Union subscription

#### 5.12.1 What does this concern?

- Once a year the employer pays a reimbursement of the union subscription the employee has paid.
- The net amounts paid are €50.00, €50.75 from 1 August 2021 and €52.27 from 1 January 2022.

#### 5.12.2 Conditions

- The employee requests the reimbursement from the employer.
- The employee provides the employer with proof that he or she has paid the union subscription to either FNV or CNV Vakmensen as applicable.

### 5.13 Working far from home

#### 5.13.1 Construction site employee

- A construction site employee is deemed to work far from home when the location of the work is so far from the employee's home that it would be unreasonable for him or her to return home every day.
- In this case the provisions of clauses 5.13.2 to 5.13.6 apply.

#### 5.13.2 Travel expenses and travel time

- For working far from home, the construction site employee is entitled to reimbursement of his or her travel expenses and travel time in accordance with the provisions of clause 5.9 and 5.10.
- This applies:
  - for travel between work and the employee's temporary place of residence; and
  - for travel once a week from and to the employee's permanent place of residence.Contrary to the provisions of clause 5.9 and 5.10, the employer reimburses all travel expenses and all travel time the employee incurs as a result of working far from home. The travel time that falls within the working hours is paid as hours worked.

#### 5.13.3 Meal and accommodation expenses

- During the employee's absence from home, the employer will bear the costs of meals, adequate accommodation, and compensation for other necessary costs of accommodation.
- This does not apply if the employer provides suitable lodgings according to reasonable standards and also pays the employee a meal allowance of €6.65 per day., €6.75 per day from 1 August 2021 and €6.95 per day from 1 January 2022.
- The employee will not be entitled to compensation for the other necessary costs of accommodation if that which these costs relate to is provided in kind.

#### 5.13.4 Sickness

- If a construction site employee falls ill and it is medically justified to have the employee brought back to his or her permanent place of residence, the employer *may* do so at the employer's own expense. If this transport is a medical necessity, the employer *must* arrange and pay for this.
- If an employee is unable to travel between home and work once a week due to sickness, the employer will provide the employee's family members or parents the opportunity to visit the sick employee once a week. The employer will pay for their travel expenses.
- As long as the sick employee remains in the location where he or she was assigned to work, the employee is entitled to free meals and accommodation.

#### 5.13.5 Accommodation allowance for tide-dependent work

- This provision applies to a construction site employee who does tide-dependent work far from home.
- If the employer does not have the employee stay in a hotel, bed & breakfast or similar, but rather on a vessel for example, the employee is entitled to an allowance of €3.87 per night he or she spends there. This amount will be €3.93 from 1 August 2021 and €4.05 from 1 January 2022.

#### 5.13.6 Alternative provisions for construction site employees

- The employer may agree alternative provisions for construction site employees with the Works Council. See clause 10.9.

#### 5.13.7 Uta employee

- A uta employee who works so far from his or her official place of work that he or she is unable to go home after work and who does not move to a location closer to his or her new place of work is entitled to reasonable compensation for the higher costs of travel and accommodation. At the employer's request the employee signs for receipt of this additional allowance.
- In principal, the employee may travel home once a week and the employer will reimburse the travel expenses of travelling to and from the employee's home.

### 5.14 Relocation costs

#### 5.14.1 Uta employee

- A uta employee who is required to work in a different town or city than that agreed in the contract of employment and who, at the request of the employer, moves closer to the new place of work is entitled to reasonable compensation of all costs relating to the relocation.



## 5.15 Shifted hours for infrastructure works

**Table 5.15 Premium for shifted working hours for infrastructure works for construction site employees**

hours worked	premium
before 07:00 and after 20:00 between 20:00 on Monday and 07:00 on Friday	30%
between 20:00 on Friday and 20:00 on Saturday	50%
between 20:00 on Saturday and 07:00 on Sunday	75%
between 07:00 on Sunday and 07:00 on Monday	100%
on a public holiday recognised in this collective agreement	100%

### 5.15.1 What does this concern?

- A construction site employee who works shifted working hours to carry out infrastructure works is entitled to a premium as shown in table 5.15. The shifted working hours for infrastructure works premium is calculated based on the employee's fixed contracted hourly wage.
- An employee who works exclusively shifted working hours for a period of 13 weeks and who works less than an average of 40 hours per week (Monday to Sunday) during this time is entitled to receive his or her fixed contracted wage over the missing hours as well as a 30% premium for shifted working hours for infrastructure works.

### 5.15.2 In combination with overtime

- An employee who works overtime during shifted working hours for infrastructure works is entitled to both the premium for the shifted hours and the overtime premium. See clause 5.7. The overtime premium is calculated using the fixed contracted hourly wage not including the shifted working hours for infrastructure works premium.

## 5.16 Foreman

**Table 5.16 Foreman allowance for construction site employees**

from date	per week: general	per week: scaffolding installation
1 January 2021	€68.40	€37.60
1 July 2021	€68.40	€34.00
1 August 2021	€69.43	€34.63
1 January 2022	€71.51	€35.51

### 5.16.1 What does this concern?

- A foreman is a construction site employee (male or female) who supervises at least five other employees. A foreman is entitled to the foreman allowance shown in table 5.16.
- An employee classified in a job that is grouped with job grades A to D is entitled to the allowance shown under the 'general' column.
- If the employee is classified as a scaffolding foreman, the allowance in the 'scaffolding installation' column applies.
- A foreman who is also an apprentice trainer is only entitled to one of the two allowances, either the foreman allowance or the apprentice trainer allowance (see table 5.6). Both allowances are the same amount.

## 5.17 Workwear

**Table 5.17 Workwear allowance for construction site employees**

type of workwear	net amount per day worked		
	1/1/2021	1/8/2021	1/1/2022
workwear	€0.87	€0.88	€0.91
workwear for piling works	€0.95	€0.956	€0.99
boots	€0.54	€0.55	€0.56
if exclusively rubber boots	€0.43	€0.44	€0.45
boots and oilskins for work on coastal structures/bank protection	€1.11	€1.13	€1.16

### 5.17.1 What does this concern?

- Workwear refers to the work clothing required when working for the employer.
- The employer can provide the employee with this workwear or make it available during work.
- If the employer does not provide workwear or make it available, the employee is entitled to a workwear allowance as shown in table 5.17.

### 5.17.2 Alternative provisions

- The employer may agree alternative provisions with the Works Council. See clause 10.9.

## 5.18 Health insurance

### 5.18.1 Contribution

- An employee who has taken out supplementary health insurance is entitled to a contribution from the employer of €17.50 per month, €17.76 from 1 August 2021 and €18.30 from 1 January 2022.
- This is on the condition that the basic insurance and the employee's supplementary insurance together cover at least the costs of physiotherapy, occupational therapy, and psychological care.

## 6. Career

- 6.1 Vocational training for construction site employees
- 6.2 Traineeship/apprenticeship in the construction and infrastructure sector
- 6.3 Continuing professional education
- 6.4 Ongoing career development
- 6.5 Four-day work week for employees aged 55 or older

### 6.1 Vocational training for construction site employees

#### 6.1.1 Who does this concern?

- To the extent possible, the employer will give the employees the opportunity to follow a 'BBL programme' (block/day release vocational training programme) in the field of construction/infrastructure.
- Where an employee aged 22 or younger wishes to take such a programme, the employer must enable this.

#### 6.1.2 Contract of employment and a 'BPVO' contract

- The employer concludes a work-based vocational training contract (BPVO) with the participant in a BBL level 2 or BBL level 3 programme with a term equal to the duration of the programme. The employer may only conclude such an agreement with an employee who has a contract of employment with that employer for at least 32 hours per week and for at least the duration of the programme.
- Provisions regarding the remuneration for this employment are set out in clause 4.4.
- If the apprentice employee has been given notice of dismissal for reasons not attributable to that employee, the employer will first search for a new employer with whom the apprentice employee can complete his or her BBL programme. Until such time, the contract of employment will remain in effect.
- If the employer is a training company and the BPVO contract is being cancelled, the contract of employment terminates at the same time. The employers involved in the training company help to relocate the apprentice employee.

#### 6.1.3 Vocational training programme

- At the start of the vocational training, it is assessed which training level is feasible for the apprentice employee and which learning pathway is appropriate. This assessment is carried out jointly by the regional education and training centre (ROC) and the training company using an independent 'diagnostic test', i.e. an assessment of strengths, skills and weaknesses. The employer and the apprentice employee make agreements about the associated conditions, including conditions of employment.
- For an apprentice employee who has completed the BBL level 2 programme while working at the company of the employer and for whom it was determined during the initial assessment that he or she should also be able to successfully complete the BBL level 3 programme, this same employer is required to, at the request of the apprentice employee, conclude a contract of employment and a BPVO contract with the apprentice employee for the duration of the BBL level 3 programme. If the employer doubts whether the apprentice employee will be able to successfully complete the BBL level 3 programme, a new diagnostic test will be carried out. If it emerges from this test that the employer's doubts are

justified, the employer is not required to conclude a contract of employment and a BPVO contract with the apprentice employee for a BBL level 3 programme.

#### 6.1.4 Theory lessons and exams

- The employer enables the apprentice employee to follow the theory component of the BBL programme. An employee aged 22 or younger follows this part of the programme during the day on a week day. The employee is not paid for this day of theory instruction. If an apprentice employee is receiving this theory instruction during an evening class, the employee may leave work as early as necessary, in consultation with the employer, to be able to arrive at the class in time. The employee will not be paid for any hours not worked as a result of this early departure.
- The employer gives the apprentice employee the opportunity to take exams during the work-based learning time. The employee is entitled to continued payment of wages during the time he or she is taking these exams. This applies equally to other activities the educational institute specifies must be carried out during working hours.

#### 6.1.5 Collective practical exam days

- The employer is not required to pay the apprentice employee's wages during 'collective practical exam days'.

#### 6.1.6 Apprentice trainer

- The employer who signs a BPVO contract with an apprentice employee is obliged to appoint an apprentice trainer. This apprentice trainer:
  - is an employee of the employer; and
  - has a diploma for the profession for which the apprentice employee is being trained; or
  - has at least five years of work experience in that profession.
- The employer enables the apprentice trainer to follow the apprentice trainer course and the compulsory two-yearly refresher course provided by Vollandis. The employer covers the course and lost-time costs. If the apprentice trainer is also a construction site employee, Vollandis will compensate the employer for the course and lost-time costs incurred.
- The employer enables the apprentice trainer to use part of the normal working time to perform his or her duties as an apprentice trainer. The amount of time required depends on how many apprentice employees the apprentice trainer needs to supervise:
  - for one apprentice employee this is an average of 5% of the working hours; and
  - for two or three apprentice employees this is an average of 10% of the working hours.
- The employer pays the construction site employee who, in the role of apprentice trainer, supervises one or more apprentice employees, the apprentice trainer allowance. See clause 5.6.

#### 6.1.7 Instructor

- The employer enables the instructor to follow the apprentice trainer course and the compulsory two-yearly refresher course provided by Vollandis. The employer covers the course and lost-time costs.
- The instructor is not required to follow these courses if he or she:
  - has completed teacher training; or
  - can present documentation demonstrating his or her expertise.

#### 6.1.8 Supervising professional

- The individual accredited work placement company can appoint a supervising professional. The supervising professional is an employee of the individual accredited work placement company who supervises one or more apprentice employees during his or her daily productive work activities. The supervising professional passes on his or her skills and instructs apprentice employees, though he or she is not responsible for assessing them.
- The wages of the supervising professional must not be negatively impacted as a result of performing this role. The employer will provide the supervising professional sufficient time and means to properly guide and instruct the apprentice employee(s).

### 6.2 Work placements in the construction and infrastructure sector

#### 6.2.1 Construction, Residential and Maintenance Assistant scheme

- The employer is required to apply the Construction, Residential and Maintenance Assistant (CRMA) scheme as described in Annex 5.1 to the person who:
  - is following the CRMA programme (BBL level 1 or BOL level 1); and
  - as part of his or her vocational programme, spends a period of time gaining practical experience in the construction & infrastructure sector.
- This person is a work placement student and not an employee.

#### 6.2.2 Work Placements in Construction & Infrastructure scheme

- The employer is required to apply the Work Placements in Construction & Infrastructure scheme as described in Annex 5.2 to the person who:
  - is studying at a regional education and training centre (ROC) (BOL level 2 to BOL level 4), a college in a technical programme, a technical university or an equivalent foreign educational institution; and
  - as part of his or her vocational programme, spends a period of time gaining practical experience in the construction & infrastructure sector; and
  - is active in this in the area of research, design, supervision, implementation, planning engineering and/or management & maintenance.
- This person is a work placement student and not an employee.
- The Work Placements in Construction & Infrastructure scheme will be adopted by Bouwend Nederland at the recommendation of the Committee for Work Placements in Construction & Infrastructure.

### 6.3 Continuing professional education

#### 6.3.1 Continuing professional education

- Continuing professional education is job-specific, that's to say it is education that is necessary for the employee to be able to continue to perform his or her job well.

#### 6.3.2 Obligations of the employer

- The employer develops and implements a training and education policy. Each year, the employer sets out a training and education plan, taking into account the employee's wishes in this regard. Three month's before finalising this plan, the employer informs the employee of the content.
- The employer gives the employee the opportunity to follow job-specific courses. If the employee's job is being made redundant, or if the employee is no longer able to perform his

or her job, the employer must give the employee the opportunity to take part in training that – to the extent that this can be reasonably expected from the employer – will enable the employee's contract of employment to remain in effect. By this means, the employer is fulfilling the legal obligation of an employer to train employees as stipulated in Article 7:611(a) of the Dutch Civil Code.

- The employer pays all costs of this training and education and may not settle any of these costs against the transition allowance.

#### 6.3.3 Construction site employee: welder or mechanic/technician

- If an employee, in consultation with the employer, has taken a course for welders or mechanics/technicians and has been granted a certificate on completion of the course, the employer will give the employee a copy of this certificate. At the end of the contract of employment the employer will give the employee the original certificate.

### 6.4 Ongoing career development

#### 6.4.1 What does this concern?

- It is important that the employee is sustainably employable, that's to say can remain sufficiently motivated and healthy to continue participating in the work process.
- The employee and the employer are jointly responsible for ensuring this.

#### 6.4.2 Sustainable Employability Analysis

- The Sustainable Employability Analysis (DIA) includes:
  - a periodic occupational health survey (PAGO); and
  - a consultation with a DIA advisor.From the DIA it can be seen what measures the employee can take to remain sustainably employable.
- The employee is expected to take part in the DIA survey and consultation once every four years, starting at the age of 20 years and then at the ages of 24, 28, 32, 36, 40, 44, 48, 52, 56, 60 and 64.
- Volandis notifies the employee when it is time for the DIA and the employer gives the employee the opportunity to participate.
- The DIA results in an independent opinion. If the opinion gives cause to do so, the employee and the DIA advisor will draw up a personal action plan.
- The employee pays for the costs of the actions he or she takes based on the findings of the DIA using funds from the Sustainable employability component of his or her personal budget (see clause 4.14). Depending on the specific situation, the employer and/or the industry may contribute towards these costs too.
- The DIA is a facility from the personal preventive care package (see clause 7.1). You can find more information at [www.volandis.nl](http://www.volandis.nl).

#### 6.4.3 Education to advance sustainable employability

- If an employee decides to take a course, workshop or similar to increase his or her sustainable employability, the employer will allow the employee to take the necessary leave for this.
- The employer and employee will agree the particulars of this in good consultation.

## 6.5 Four-day work week for employees aged 55 or older scheme

### 6.5.1 What does this concern?

- The work week of an employee aged 55 or older can, at the employee's request, be reduced to four days, with an average of 32 working hours per week.
- The employee qualifies for this scheme from the moment that he or she turns 55. The employee who takes part in this scheme is entitled to go back to a five-day work week with an average of 40 working hours per week at any time.

### 6.5.2 Procedure

- An employee wishing to make use of the 4-day work week for employees aged 55 or older scheme will submit a written request for such to the employer.
- Unless there are compelling business or service-related reasons not to do so, the employer will grant this request. The employer will inform the employee in writing of the decision within four weeks.
- If the employer approves the request, the employer and employee will consult to determine the employee's working hours. If the employer declines the request, he or she will give the reasons for this refusal.

### 6.5.3 Days used for the scheme

- To make a 4-day work week possible, the employee will use the following types of days:
  - public holidays recognised in this collective agreement that fall on working days;
  - days of annual leave, taking into the employee's right to three consecutive weeks of annual leave in the summer;
  - scheduled paid days off. These days are accrued on the basis of a full working week of five days. The employee takes these days off in good consultation with the employer; for a construction site employee, this prevails over the provisions of the second bullet point of clause 3.2.3;
  - additional scheduled paid hours off for older employees per calendar year.
- An employee who has too few days available to enable a 4-day work week for the entire year can work five days a week for several weeks and/or purchase extra days of leave from the employer.

### 6.5.4 Purchased days off

- The value of the number of days off that the employee purchases is expressed as a purchase amount per year. The purchase amount is calculated as follows:
  - take 0.4% of the employee's fixed contracted wage over the year or annual salary for a 5-day work week of 40 hours per week, and
  - multiply this by the number of purchased days off.
- The employer deducts this purchase amount from the employee's gross pay in equal amounts per pay period. The deduction is made even when the employee is on sick leave. When deducting the purchase amount, the employer must comply with the provisions of Article 7:631 of the Dutch Civil Code.
- The calculation of the holiday pay, pension contributions and the contributions for company-specific schemes is done before deducting the purchase amount.
- If the employee falls ill on a day on which he or she is scheduled to take a purchased day off, he or she is not entitled to take a different day off.



#### 6.5.5 Implementation of the 4-day work week

- The employer records the details of the 4-day work week in a schedule, which the employer gives to the employee at least one month before the start of the 4-day work week or before the start of a new year.
- The schedule is set up as follows:
  - The applied days of leave and purchased days off are spread evenly over the year in consultation between the employer and the employee.
  - In a work week in which a public holiday recognised in this collective agreement or, for construction site employees, one of the employee's scheduled paid days off falls, that day will be deemed to be the employee's day off that week.

#### 6.5.6 Settling purchased days off at the end of employment

- On termination of the contract of employment, the employer determines how many purchased days off have been used and how many are still available.
- The employer pays out any purchased days off the employee has not yet used towards his or her 4-day work week. If the employee has used more purchased days off than he or she actually purchased, the employer deducts the extra amount from the employee's pay.



## 7. Working conditions and safety

- 7.1 Personal preventive care package
- 7.2 Company health & safety and sickness absence policy
- 7.3 Working conditions at the construction site
- 7.4 Work stress of uta employee
- 7.5 Unworkable weather conditions
- 7.6 Accidents

### 7.1 Personal preventive care package

#### 7.1.1 What does this concern?

- Every employee is entitled to make use of the facilities offered under the personal preventive care package, the objective of which is to prevent sickness absence.
- These facilities are offered via a certified occupational health and safety service [*arbodienst*] that has a partnership contract with Volandis.
- The personal preventive care package includes the facilities described in clauses 7.1.2 to 7.1.8.

#### 7.1.2 Pre-employment health screening

- See clause 1.1 of this collective agreement.

#### 7.1.3 Occupational health examination for young employees

- Employees aged 19 or younger can, on a voluntary basis, undergo this examination. The examination is carried out one year after the employee starts working in the industry.
- The physical strain of the work is measured against the employee's ability to handle physical strain. The employee is given advice on how he or she can perform the work activities in a healthy and safe way.

#### 7.1.4 Sustainable Employability Analysis (DIA)

- See clause 6.4.2.

#### 7.1.5 Periodic occupational health survey (PAGO)

- The periodic occupational health survey (PAGO) is intended to regularly measure the physical strain of the work against the employee's ability to handle physical strain.
- As part of the DIA, the employee takes the PAGO at the age of 20, 24, 28, 32, 36, 40, 44, 48, 52, 56, 60 and 64.
- Additionally, the employee is expected to take the PAGO on its own at the ages of 42, 46, 50, 54, 58, and 62, and after this age as often as deemed necessary for that employee.
- The construction site employee working in scaffolding installation is expected to take the PAGO every year in which no DIA is carried out.

#### 7.1.6 Targeted periodic examination (GPO)

- Certain employees are entitled to – in addition to the DIA or PAGO – a targeted periodic examination (*Gericht Periodiek Onderzoek; GPO*), which is aimed at specific professions or activities.
- This concerns the following employees:

- operators of a tower crane, mobile crane or pile driver: every two years, or more often as deemed necessary. From the age of 40, the GPO can be performed as part of the DIA or PAGO;
- employees working in the chemical industry: every year;
- employees who work in or with contaminated soil and/or contaminated water: every year;
- employees working with compressed air equipment: once every two years up to the age of 50 and then every year;
- employees working with asbestos: before they start working in a job where they could possibly be exposed to asbestos above the 'action level' and then once every two years up to the age of 40. From the age of 40, the GPO can be performed as part of the DIA or PAGO;
- employees who work with overpressure: before starting this work and then once a year;
- employees working offshore: once every two years up to the age of 40 and then every year.
- employees who work with PUR (polyurethane): every year; the GPO at least includes a lung function test and a urine test.
- Where it is not possible to combine the GPO with the DIA or PAGO, the employer will make the employee's appointment with the occupational health and safety service for the GPO and will cover the costs of the examination.

#### 7.1.7 Occupational health & safety consultation

- The employee can make an appointment for a consultation with the company's occupational health and safety service on his or her own initiative.

#### 7.1.8 Follow-up measures

- If the occupational health and safety service is of the opinion that, based on the findings of the facilities described above, follow-up measures are required for a particular employee, the employee may make use of these measures.

## 7.2 Company health & safety and sickness absence policy

### 7.2.1 What does this concern?

- Within the company the employer implements a health & safety and sickness absence policy that, at a minimum, complies with the following provisions of clause 7.2:
- The object of the health & safety and sickness absence policy is:
  - as an integral part of company policy, to promote the safety and protect the health of employees in connection with their work; and
  - to reduce sickness absence, especially by means of preventive measures.

### 7.2.2 Risk Inventory & Evaluation, and action plan

- The health & safety and sickness absence policy is drawn up based on the following:
  - the legally required Risk Inventory & Evaluation (RI&E). The RI&E enables the employer to determine whether the particular work activities could pose a danger for or negatively affect the safety, health and/or welfare of the employees;
  - a sickness absence analysis in the company.
- In the legally required action plan, the employer describes:
  - the measures the company will take to prevent or mitigate the risks identified in the RI&E;

- the technical and/or organisational measures the company will take to safeguard employees' health and safety and, insofar as these measures are insufficient on their own, the personal protective equipment to be used;
- how the information and training of employees in the area of ensuring safe and healthy work is organised, with special attention to the guidance of employees aged 21 or younger; and
- how employees can make use of the personal preventive care package as described in clause 7.1.

### 7.2.3 Exceptions to the mandatory RE&I assessment

- The legally required assessment of the RI&E does not apply to an employer:
  - whose entire staff together do not perform more than 40 hours of work per week;
  - who employs no more than 25 employees.
- For an employer who employs no more than 25 employees, this exemption is subject to the employer having used the 'RI&E Bouwnijverheid' or another model that has been approved by the parties to the collective agreement and registered at [www.rie.nl](http://www.rie.nl).

### 7.2.4 Prevention officer

- The employer appoints one or more prevention officers.
- The prevention officer has the following tasks:
  - provides support in drawing up the RI&E;
  - advises and works together closely with the employee representative body in the development and implementation of the health & safety measures. If there is no employee representative body the prevention officer does this together with the employees concerned.
- The prevention officer has sufficient expertise, experience and resources to perform the duties of this position. He or she must at least meet the competence profile as described in the 'RI&E Bouwnijverheid' model approved by the parties to the collective agreement. Visit [www.rie.nl](http://www.rie.nl).

### 7.2.5 Engaging the services of experts

- The employer may engage the services of a certified expert for:
  - the guidance of employees on sick leave; and
  - the legally required assessment of the RE&I.
- This is subject to the following two conditions:
  - the employee representative body must have agreed to this in writing; and
  - the expert may not be an employee of an occupational health and safety service.

### 7.2.6 Health & safety: facilities and tasks

- If the employer assigns the tasks relating to implementation of the health & safety and sickness absence policy to a uta employee, and if these tasks arise from the employer's concern about being in compliance with the law and/or the provisions of this collective agreement, the employer will inform this employee in writing of the responsibilities and powers he or she is being given in this regard.
- Every year the supervisor can participate in a one-day information and instruction meeting centred on promoting safe and healthy working conditions on the construction site. The supervisor does this only after the employer has given permission to do so.

## 7.3 Working conditions at the construction site

### 7.3.1 Safety and hygiene

- The employer takes operational measures in the field of safety and hygiene in reasonable consultation with the employees involved.
- At the entrance to the construction site, the employer clearly indicates whether it is mandatory to wear a safety helmet.
- The main contractor makes available sufficient mobile/modular units with worker facilities.

### 7.3.2 Personal protective equipment

- The employer pays the costs of the personal protective equipment (PPE) referred to in Dutch occupational health & safety legislation, such as a safety helmet, safety shoes, work gloves, work clothing with UV protection, and hearing protection for example.
- The employer provides the employee with the necessary PPE or makes this available for use by the employee. If the employer fails to do so, the employee is not permitted to work on the construction site works. This will not affect the employee's pay.
- An employee not using the required PPE may be sent off the construction site, in which case the employer is not required to pay that employee's wages for the hours not worked. See Article 7:628 of the Dutch Civil Code.

### 7.3.3 Winter clothing

- An employee who works in freezing weather is entitled to appropriate winter clothing,
- The employer pays for this winter clothing. The employer provides the employee with this winter clothing or makes this available for use by the employee.
- The employee will wear this winter clothing. If the winter clothing is damaged or worn out, the employer will provide the employee with new replacement clothing.

### 7.3.4 Infrastructure

- Where the infrastructure employer uses its own equipment on construction site and this equipment produces exhaust fumes, all exhaust must be directed upwards.
- The employee will have taken a course on how to work safely before he or she is permitted to carry out roadworks.
- The following rules apply to roadworks in the evening and at night:
  - The applicable safety regulations are provided to the employee before the start of the work and explained orally.
  - An employee not wearing a high visibility vest is not permitted to perform roadworks.
  - For roadworks where traffic can continue, only safety barrier/delineation systems that fully block off the section of road where the works are being carried out may be used.
  - No work may be done at night in freezing and/or icy conditions, with the exception of urgent works, in which case the safety regulations and the health of the employees must be assured.

### 7.3.5 Other work situations

- Manual lifting:
  - Packaging units of cement or other raw materials weighing more than 25kg are not used at the workplace.
  - Masonry bricks and sand lime bricks weighing 14kg or more may only be handled using mechanical means.
  - Revetment stones measuring more than 30cm in length may only be handled using a suitable hoisting system.
- Hazardous materials:
  - Where hazardous materials, i.e. substances/products that pose a risk to health and safety, are used on the construction site, the site supervisor must have a list of these hazardous materials as well as documents that detail the precautions to be taken.
  - The handling/processing of coal tar is not permitted. Exception: tar asphalt granulate (TAG) may be thermally cleaned.
  - Solvent-rich products may not be used in enclosed spaces or indoors due to the risk of workers developing solvent-based chronic toxic encephalopathy (CTE, also called 'painter's disease').
- Polluting activities: Where an employer has assigned an employee to carry out activities that are very polluting in nature, the employee is entitled to refuse to do this work if the employer has not taken sufficient measures to protect the employee and/or the environment.
- Soil survey: Where a soil survey report has been drawn up for a construction site, any employee who is assigned to work on that site has the right to inspect that report.
- Draught-proof interior: Where, in the period between 1 September and 1 May, indoor work needs to be done in a draughty room or space, the employer will make that workspace as draught proof as possible. A space is deemed to be draft proof if it is sealed all around with glass or other material.
- Passenger lifts:
  - The employer is required to install a passenger lift at buildings and homes where the floor of the highest level is 15 meters or more above the ground of the adjacent site. The floor of the highest level does not mean the floor of the roof, the floor of a technical room, or the platforms of scaffolding or other auxiliary structures.
  - This requirement does not apply if:
    - . the floor of the highest level is between 15 and 25 meters above the ground of the adjacent site, and
    - . canteen and toilet facilities have been installed on one of the intermediate floors, and
    - . the distance between these facilities and the ground of, respectively, the adjoining site and the floor of the highest level is a maximum of 15 meters.
  - With regard to this obligation, the employer may agree alternative provisions with the Works Council in accordance with the provisions of clause 10.9 if:
    - . there are special circumstances that prevent proper compliance with the obligation; or
    - . the application of the obligation does not contribute to limiting employees' physical strain.
- Tower cranes:

A tower crane must have an operator's lift if:

  - the cab will be at a height of 30 metres or higher for two months or more, and
  - it is technically possible to install such a lift.
- Mechanical lifting operations: The employer will enable an employee who will be working as a slinger (attaching/detaching loads) or instructing another employee in this regard to take a course for the related activities.

- Scaffolding installation: An employee who assembles scaffolding must have a diploma at senior secondary vocational education [MBO] level recognised by the government and industry, or a valid personal certificate (ISO 17024). This requirement applies to the jobs of assistant scaffolder, scaffolder, lead scaffolder, and scaffolding foreman. Stichting Samenwerking voor Veiligheid (Safe Working at Height Foundation) records the diplomas and certificates in the central register maintained by Stichting Samenwerking voor Veiligheid (Foundation for Cooperation in Safety).
- Hot weather conditions: Employers are required to provide sunscreen on the construction site. Employees are required to use either this sunscreen or bring their own.

### 7.3.6 Young employees

- An employee under the age of 18 may not:
  - work under a piece-rate scheme;
  - work with or close to pile drivers, unless this is done under the supervision of an apprentice trainer;
  - work independently as a heavy equipment operator as referred to in the list of jobs for construction site employees included in Annex 1.1 under numbers 33, 35, 72, 96, 99, 100 and 101.
- An employee aged 18 or 19 may only work independently in the job of a heavy equipment driver/operator as referred to above if the employee:
  - is in training to receive his or her civil, road and hydraulic engineering heavy equipment driver/operator diploma (*machinist gwn*) or has this diploma, and
  - works under the supervision of a supervisor or an employee aged 22 or older with the same job.
- An employee aged 20 or 21 may only work independently in the job of a heavy equipment operator as referred to above if the employee has his or her BBL level 3 heavy equipment driver/operator diploma (*machinist bbl3*).

## 7.4 Work stress of uta employee

### 7.4.1 Guidance and advice

- A uta employee who is at risk of sickness absence or already on sick leave due to work stress is entitled to guidance and advice to deal with this.
- The industry has a facility in place for this, which the employee can make use of free of charge. You can find more information at [www.volandis.nl](http://www.volandis.nl).

## 7.5 Unworkable weather conditions

### 7.5.1 Collective agreement on unworkable weather conditions

- The industry has a collective agreement on unworkable weather conditions [*CAO Onwerkbaar weer Bouw & Infra*], which is an extension of the Collective Agreement for the Construction & Infrastructure Sector.
- The Collective agreement on unworkable weather conditions includes provisions on:
  - the rules that apply to unworkable weather conditions; and
  - when the employer can request unemployment benefits for the employee due to unworkable weather conditions.

## 7.6 Accidents

### 7.6.1 Group accident insurance

- For an employee who is involved in a traffic accident while commuting to or from work and who becomes permanently disabled or dies as a result, this employee may be entitled to a payment under the group accident insurance.
- The provisions of the group accident insurance can be found in the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].

## 8. Employee representation

- 8.1 Trade union contacts
- 8.2 Contact between trade unions and employees
- 8.3 Employee representation in construction consortia
- 8.4 Mergers, acquisition of company, and company closure
- 8.5 Social policy

### 8.1 Trade union contacts

#### 8.1.1 Objectives

- The employer will enable the trade unions FNV and CNV Vakmensen to:
  - maintain contact with their members;
  - arrange contact between their members; and
  - support the members of the Works Council in carrying out their duties.
- The provisions of this section 8.1 of this collective agreement set out how this is facilitated.

#### 8.1.2 Appointment

- The trade unions FNV and CNV Vakmensen can each appoint a trade union contact in each company. They can also do this within any project that qualifies for such.
- The trade union contact is an employee of the company and a member of the trade union that appoints him or her.
- The trade union informs the employer who has been appointed as the trade union contact.

#### 8.1.3 Powers

- The trade union contact can meet with:
  - his or her fellow employees who are members of the same trade union; this meeting can take place within the company outside working hours;
  - the members of the Works Council, as long as this is at the initiative of the members; this meeting can take place during working hours;
  - paid trade union staff; this can be done during working hours on prior consultation with the employer.

#### 8.1.4 Meeting during working hours

- The trade union contact will make use of the opportunity to meet during working hours only to a reasonable degree. The amount of time this trade union contact may spend on this per year depends on the number of employees in the company, up a maximum of, on average, a 30 minutes per employee per year.
- The employer pays the trade union contact's contracted wages or salary over the hours he or she meets with others in this role.

#### 8.1.5 Facilities and protection

- The employer makes available – on request and outside business hours – company space for meetings of the trade union contact with:
  - fellow employees who are members of the same trade union; and/or
  - paid trade union staff of his or her trade union.



- The employer ensures that the trade union contact does not suffer any adverse effects – in terms of promotion or remuneration for example – as a consequence of carrying out trade union work in the company.
- The employer may not terminate the contract of employment of the trade union contact, nor of any employee who has served as a trade union contact within the last two years. Exception: the employer may terminate the contract of employment if this would also have happened if the employee had not been a trade union contact.

## 8.2 Contact between trade unions and employees

### 8.2.1 What does this concern?

- Trade unions FNV and CNV Vakmensen can contact employees on the construction site or in the company's buildings or facilities in order to provide them with information about terms of employment and working conditions.
- Where a trade union employee intends to make use of this possibility, he or she reports to the local representative of the employer. Furthermore, this trade union employee will also comply with the safety regulations.

## 8.3 Employee representation in construction consortia

### 8.3.1 Employee representative body

- Where it appears that a construction consortium will be together for more than a year, an employee representative body will be established.
- This employee representative body will discuss matters relating to health and safety, as well as working hours.

### 8.3.2 Procedure for establishing this body

- In the consortium agreement, the parties in the construction consortium set out provisions on the participation of the employee representative body.
- In this consortium agreement they stipulate that the lead contractor of the consortium will establish the employee representative body.

## 8.4 Mergers, acquisition of company, and company closure

### 8.4.1 What does this concern?

- The provisions of clause 8.4.2 apply where:
  - the employer is considering entering into a merger as referred to in the SER Merger Code 2015;
  - the employer is considering transferring the company (other than through a merger) or closing the company or a business unit; as a rule, this only applies if it concerns a company with 25 or more employees.
- Exception: the provisions of clause 8.4.2 do not apply in the case of:
  - the formation or dissolution of a construction consortium; and
  - the termination of a construction project.

#### 8.4.2 Regulations

- General: When making the decision, the employer will also consider the social consequences of the merger, company transfer or company closure. In the case of a merger, the employer will furthermore comply with the SER Merger Code 2015.
- Obligation to provide information:
  - If this concerns a merger and it appears that it will be going ahead, the employer will immediately inform the parties to the collective agreement and will send these parties a written confirmation as soon as possible thereafter.
  - If this concerns the transfer or closure of a business and it appears that it will be going ahead, the employer will immediately inform the employers' associations and trade unions that are a party to this collective agreement. The employer will send these parties a written confirmation as soon as possible thereafter.
- Role of the trade unions:

The employer will then consult with the trade unions concerned to discuss:

  - the measures the employer is considering taking;
  - the consequences of these measures for all employees or a large part of the employees; and
  - the time and manner in which all employees will be informed.
- Role of the Works Council:

The employer will inform the Works Council – assuming such has been established – concerning:

  - the proposed decision to merge, transfer or close the business;
  - the reasons for this;
  - the anticipated consequences for the employees; and
  - the measures the employer is considering taking to address these consequences.

The employer then gives the Works Council the opportunity to provide a formal opinion on the proposed decision.
- Confidentiality: During a period to be agreed with the employer, the employers' associations and trade unions are under a duty of confidentiality in respect of the above. The Works Council is under a duty of confidentiality under the Dutch Works Councils Act.

### 8.5 Social policy

#### 8.5.1 Who does this concern?

- Where the employer is required by law to, at least once a year, provide the Works Council with information about the social policy it has pursued in the past year, the employer will make this information available to all employees.

## 9. Sickness absence, incapacity for work and unemployment

- 9.1 Sickness absence
- 9.2 Vocational rehabilitation
- 9.3 Incapacity for work
- 9.4 Unemployment

### 9.1 Sickness absence

#### 9.1.1 Reporting sick

- When an employee calls in sick, he or she must stay at home until a first sickness absence check has taken place.
- Different arrangements concerning reporting sick can be made in a company, like in a sickness absence policy for example.
- The sick employee may leave home to visit a doctor.

#### 9.1.2 First and second year of sickness absence

- In the event of sickness absence, the employee is entitled to continued payment of wages as set out in Article 7:629 of the Dutch Civil Code.
- Assuming this results in a higher amount, the employer may pay the employee on sick leave:
  - during the first year: 100% of the employee's contracted wages or salary; and
  - during the second year: 70% of the employee's contracted wages or salary.

#### 9.1.3 Exceptions

- State retirement age: from 1 August 2021, employees who have reached the state pension (*AOW*) entitlement age are entitled to continued payment of wages, as specified in clause 9.1.2, during thirteen weeks.
- Waiting days: Where an employee calls in sick for the second or third time in a calendar year, the employer is not required to continue to pay the employee for the first day of sickness absence.
- Construction site employee: Where an employee ends up on sick leave as a result of construction and/or infrastructure activities for parties other than his or her employer and where these were carried out without the permission of this employer, this employer is only required to pay the employee the legally required part of the employee's pay for the first three months of this sickness absence. See Article 7:629 of the Dutch Civil Code.
- *uta* employee: Where an employee on sickness absence works for parties other than his or her employer, this employer is only required to pay the employee the legally required part of the employee's pay. See Article 7:629 of the Dutch Civil Code. This also applies to an employee who is partially incapacitated for work.

#### 9.1.4 Recovery of costs

- Where an employer makes use of the right to claim damages from a third party or parties for the employee's sickness or disability in accordance with Article 6:107(a) of the Dutch Civil Code, the employee must cooperate with the employer in this regard.

#### 9.1.5 Pension accrual during the second year of sickness absence

- The employee on sick leave continues to accrue pension in full during the second year of sickness absence, on the condition that the employee meets the requirements set out in the pension regulations for the construction industry [*pensioenreglement bouwnijverheid*] of bpfBOUW.

#### 9.1.6 Registration of sickness absence

- The employer keeps a record of sickness absence, including the frequency and duration.
- The employee is entitled to inspect such information regarding him or her.

### 9.2 Vocational rehabilitation

#### 9.2.1 Vocational rehabilitation provider

- In addition to the employer's obligations under the Eligibility for Permanent Incapacity Benefit (Restrictions) Act [*Wet verbetering poortwachter*], the employer is required to engage a vocational rehabilitation provider for the rehabilitation of an employee on long-term sickness absence.
- The vocational rehabilitation provider must have the Blik op Werk quality mark or a level of quality that is demonstrably equal to this.
- If the employer has still not fulfilled this obligation 14 weeks from the day the employee went on sick leave, the employee may engage such a vocational rehabilitation provider for training, guidance and mediation on his or her own initiative. The costs will then be paid via the industry fund set up for such purposes by Aanvullingsfonds Bouw & Infra, who will recover the costs from the employer. This is set out in the vocational rehabilitation regulations of Aanvullingsfonds Bouw & Infra. This scheme is part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*]
- Where the vocational rehabilitation results in the employee starting work with another employer, the vocational rehabilitation provider will contact the employee twice in the first six months to inquire about the employee's situation. If the employee feels the need to talk with the vocational rehabilitation provider on one or more occasions, the costs of such interactions will be borne by the original employer.

#### 9.2.2 Vocational rehabilitation bonus

- Clause 9.2.2 only applies if the first day of sickness absence is before 1 January 2022.
- If, during the second year of sickness absence the vocational rehabilitation is successful and the employee starts working again – whether in his or her original job or at a new job in the company or at another company – the original employer will pay this employee a vocational rehabilitation bonus.
- Vocational rehabilitation is deemed to be successful if the employee:
  - works without interruption during at least two consecutive pay periods; and
  - per pay period earns at least 50% of the contracted fixed wage or the salary he or she earned before he or she went on sick leave.If a period of annual leave falls in the period of two pay periods, this period is extended by the duration of the period of annual leave.
- The vocational rehabilitation bonus, which is a one-off payment, amounts to a supplement to bring the employee's pay up to 100% of his or her original contracted wages or salary over the following period:

- return to work with the original employer: from the first day of the second year of sickness absence up to and including the last day of the second pay period of the return to work;
- return to work with a different employer: from the first day of the second year of sickness absence up to and including the last day before starting work with the other employer.
- Where an employer pays a vocational rehabilitation bonus to an employee, the employer is entitled to receive a vocational rehabilitation bonus via Aanvullingsfonds Bouw & Infra on the condition that the employer meets the requirements set out in the foundation's vocational rehabilitation regulations. This scheme is part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].

## 9.3 Incapacity for work

### 9.3.1 Year-end bonus

- A person receiving benefits under the Work and Income (Capacity for Work) Act (WIA) or the Disability Insurance Act (WAO) is entitled to receive a year-end bonus via Aanvullingsfonds Bouw & Infra on the condition that this person:
  - was also entitled to receive this bonus via this fund in the previous calendar year; and
  - meets the requirements set out in the foundation's regulations for supplements and other payments [*Reglement aanvullingen en uitkeringen*]. This scheme is part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].

### 9.3.2 WGA gap insurance

- An employer who is not a member of bpfBOUW must take out a 'WGA gap insurance' [*WGA-biaatverzekering*] policy for the company's employees.
- This policy must offer a better or equivalent level of cover as that of the incapacity pension as set out in the pension regulations for the construction industry [*pensioenreglement bouw nijverheid*] of bpfBOUW.
- The employer and the employee each pays half of the insurance premiums for this policy.

## 9.4 Unemployment

### 9.4.1 Pension accrual

- Where an employee is entitled to benefits under the Unemployment Insurance Act (WW) or Sickness Benefits Act (ZW) immediately following the end of his or her employment with the employer, Aanvullingsfonds Bouw & Infra will pay for the continued accrual of this employee's pension from the moment the employee starts receiving benefits up to when the benefits end, up to a maximum of six months.
- This is on the condition that the employee meets the requirements set out in the foundation's regulations for supplements and other payments [*Reglement aanvullingen en uitkeringen*]. This scheme is part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].

## 10. About this collective agreement

- 10.1 Terms and definitions
- 10.2 Who is subject to this collective agreement?
- 10.3 Who is not subject to this collective agreement?
- 10.4 Contract of employment under foreign law
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### 10.1 Terms and definitions

#### A

- **Agency worker:** an employee as referred to in Article 7:690 of the Dutch Civil Code.
- **Apprentice employee:** a construction site employee who is taking part in a BBL level 2 or BBL level 3 block/day release programme in the area of:
  - Construction & Infrastructure;
  - Finishing, Wood and Maintenance; or
  - Technical and Process Engineering.
- **Apprentice-trainer:** the employee who:
  - holds a valid apprentice trainer certificate and a valid apprentice-trainer card from Vollandis;
  - on behalf of his or her employer, passes on professional skills and knowledge to apprentice employees in the accredited work placement company, guides and assesses them; and
  - in addition to these teacher-trainer tasks performs productive work in any work time remaining.

#### B

- **BBL** [*beroepsbegeleidende leerweg*]: a block/day release programme (combined work and study) provided via secondary vocational education under the Dutch Adult and Vocational Training Act for students with both a contract of employment and an education agreement. The student is given the practical training at an accredited work placement company and attends a regional education and training centre (ROC) one day a week on average for the theoretical components of the course.
- **BBL level 2:** block/day release programme at level 2.
- **BBL level 3:** block/day release programme at level 3.

- **BOL** (*beroepsopleidende leerweg*): course of study provided via secondary vocational education under the Dutch Adult and Vocational Training Act for students with an education agreement only. The student takes classes at a regional education and training centre (ROC) and occasionally is placed as a trainee/apprentice at an accredited work placement company.
- **bpfBOUW** [*Stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid*]: pension plan provider for the construction industry.
- **BPVO contract** (*beroepspraktijkvormingsovereenkomst*): the contract concluded at the start of the BBL block/day release programme between the apprentice employee, the training company or individual accredited work placement company and the educational institution concerned. This contract sets out the rights and obligations relating to the student's work-based vocational training.

## C

- **Cao BTER Bouw & Infra**: Collective agreement on industry-wide schemes for the construction and infrastructure sector
- **Collective agreement**: 'the collective agreement' or 'this collective agreement' refers to the Collective Agreement for the Construction & Infrastructure Sector.
- **Construction & infrastructure company**: see clause 10.2.2.
- **Construction & infrastructure works/activities**: see clause 10.2.2.
- **Construction consortium**: a collaboration between:
  - two or more construction & infrastructure companies, or
  - one or more construction & infrastructure companies and one or more other companies, which has as its object (or one of its objects) the completion of one or more construction/infrastructure projects. Collaboration is also understood to mean being jointly involved in or being part of the same legal entity and/or company – either directly or indirectly – as director, shareholder and/or partner.
- **Construction site**: any place where construction/infrastructure works/activities are being carried out.
- **Construction site employee**: the employee who performs a job listed in Annex 1.1, Annex 1.2 or any similar position.

## E

- **Employee**: see clause 10.2.1
- **Employee representation body**: the Works Council or employee representative body within the meaning of the Dutch Works Councils Act [*Wet op de ondernemingsraden*].
- **Employer**: see clause 10.2.1

## F

- **Fixed contracted wages**: the guaranteed wage plus, where applicable, the performance bonus agreed with the construction site employee.

## G

- **Guaranteed wage**: the job-specific minimum wage that the construction site employee is entitled to receive under the collective agreement.

## I

- **In-class day**: a day on which the apprentice employee attends classes under the responsibility of the regional education and training centre (ROC).
- **Individual accredited work placement company** [*individueel leerbedrijf*]: an employer who concludes a BPVO contract and a contract of employment with an apprentice employee



and accordingly acts as an accredited work placement company pursuant to the Dutch Adult and Vocational Education Act.

- **Instructor:** an employee in a training company who is responsible for the training, education, assessment and supervision of the participant within the training workplace.

## O

- **Overtime:** the extra hours worked on a day above those scheduled for the employee in accordance with the provisions of this collective agreement. By extension 'working overtime' means working these extra hours.
- **Overtime, regular:** overtime the employee works with a fixed frequency and over several weeks.

## P

- **Parties to this collective agreement:** the employers' associations and trade unions who have signed this collective agreement, these being:
  - Employers' associations:
    - Bouwend Nederland  
(Dutch association of construction and infrastructure companies);
    - Bond van Aannemers van Tegelwerken in Nederland (Bovatin)  
(Association of tile works contractors in the Netherlands);
    - Vereniging van Steiger-, Hoogwerk- en Betonbekistingbedrijven (VSB)  
(Dutch association of scaffolding, aerial work and concrete formwork companies);
    - Vereniging van Infrabedrijven MKB INFRA  
(Dutch association of small and medium-sized infrastructure companies);
    - Boorinfo Branche Vereniging  
(Dutch association of concrete drilling, sawing and breaking companies);
    - Ondernemersorganisatie MKB Bouw  
(Dutch organisation for small and medium-sized construction business owners);
    - Vereniging Wapeningsstaal Nederland (VWN)  
(Dutch association of steel reinforcement companies);
    - Vereniging voor aannemers in de sloop (VERAS)  
(Dutch association for demolition contractors);
    - Noordelijke Vereniging Burgerlijke en Utiliteitsbouw (NVBU)  
(Association of residential and non-residential construction companies in the northern part of the Netherlands);
    - Ondernemersvereniging Bestratingsbedrijven Nederland (OBN)  
(Dutch organisation for block paving companies);
    - Vereniging Gebouwschil Nederland, secties Metselen en Voegen  
(Dutch building envelope association - Masonry and Joint sections);
    - WoningBouwersNL;  
(House Builders Association); and
    - Vereniging van Waterbouwers  
(Dutch association of companies in the hydraulic engineering sector);
  - Trade unions: FNV and CNV Vakmensen.nl.
- **Part time/part-time work:** a working week that, under the individual contract of employment, has fewer hours than a standard working week as referred to in table 2.2.
- **Pay period:** the period of four weeks or a calendar month over which the employer pays the employee the fixed contracted wage or salary and any allowances, premiums, bonuses and such to which the employee is entitled.



- **Payrolling:** a Dutch construction where a ‘payrolling company’ that is the actual employer of the ‘payrolling company worker’ makes this employee available to an employer as referred to in clause 10.2.1.
- **Payrolling company worker:** the worker with a contract of employment who has been made available to an employer as referred to in clause 10.2.1 on the basis of Article 1(1) of the Dutch Posting of Workers by Intermediaries Act [*Wet allocatie arbeidskrachten door intermediairs* (Waadi)].
- **Personal budget:** see clause 4.14.
- **Personal protective equipment (PPE):** garments, accessories or equipment intended to be worn, held or carried by a person as protection against one or more hazards that could pose a risk to that person’s health or safety.

## R

- **ROC** [*regionaal opleidingscentrum*]: a regional education and training centre within the meaning of the Dutch Adult and Vocational Education Act.

## S

- **Salary:** the fixed gross amount of money agreed between the uta employee and the employer, which is paid to the uta employee in return for work the employee performs as part of his or her job. This amount is exclusive of holiday pay, fixed and/or variable bonuses, end-of-year bonuses, lump sum payments and other allowances, premiums or supplements of any nature.
- **Sickness absence/sick leave:** a period during which an employee is unable to perform the agreed work due to a physical or mental disorder or disability (a ‘sickness’ within the meaning of this collective agreement).
- **Spouse:** the person to whom the employee is married. An unmarried person who is living with the employee in a joint household will enjoy the same rights granted to a spouse as long as the employee has made the employer aware of this arrangement by presenting a cohabitation contract drawn up by a civil law notary and/or presenting a registered partnership certificate.

## T

- **Temporary employment agency:** the employer as referred to in Article 7:690 of the Dutch Civil Code.
- **Tide-dependent work:** work which can only performed in a certain time windows set according to the tides (i.e. taking into account high and low water as the result of ebb and flow).
- **Time Savings fund:** The fund administered by Stichting Tijdspaarfonds Bouw & Infra.
- **Training company:** see clause 10.2.5.

## U

- **Uta employee:** an employee who works in a supervisory, technical or administrative position listed in Annex 1.3 or in a similar position.

## V

- **Volandis:** a knowledge and advice centre with a focus on sustainable employability for all employees and employers in the construction & infrastructure sector. Volandis has been engaged to do the following at group and individual level:
  - collect and process information and make this available; and
  - promote and facilitate sustainable employability.

## W

- **WagwEU** [*Wet arbeidsvoorwaarden gedetacheerde werknemers in de Europese Unie*]: Dutch Act on working conditions for seconded employees in the European Union (Bulletin of Acts and Decrees 2016-219).
- **Web** [*Wet educatie en beroepsonderwijs*]: Dutch Adult and Vocational Education Act (Dutch Act of 31 October 1995 (Bulletin of Acts and Decrees 1995-501), last amended by the Act of 25 February 2021 (Bulletin of Acts and Decrees 2021-171)).
- **Workwear**: clothing intended to be worn only (or mainly) during the performance of one's work. Workwear also includes footwear like work boots and rubber boots, as well as oilskins for employees who perform tide-dependent work.

## 10.2 Who is subject to this collective agreement?

### 10.2.1 Scope

- This collective agreement applies to all companies, employers and employees active in the construction and infrastructure sector.
- An employer is any natural person, legal entity, company or partnership who engages one or more employees to perform work as referred to in clauses 10.2.2 to 10.2.5 in the Netherlands.
- An employee is a natural person who performs work in the Netherlands for an employer:
  - on the basis of a contract of employment within the meaning of Articles 7:610, 7:610(a) and 7:610(b) of the Dutch Civil Code, or
  - on the basis of a contract for work, except where this person runs his or her own business; or
  - as an assistant to a party accepting the contract for work as referred to in the previous indent.
- Companies active in the construction & infrastructure sector are:
  - construction & infrastructure companies, as defined in clause 10.2.2;
  - companies that carry out projects under own management, as defined in clause 10.2.3;
  - temporary employment agencies, as defined in clause 10.2.4;
  - training companies, as defined in clause 10.2.5.

### 10.2.2 Construction and infrastructure companies

- Construction & infrastructure companies are companies that focus on production for third parties and/or providing services to third parties, specifically in the area of:
  - completing all or a part of construction/infrastructure works/activities;
  - completing certain parts of the construction/infrastructure works on the construction site; if components required for this are manufactured elsewhere, this is included in this category if the company that manufactures the components is also responsible for having these incorporated in the construction/infrastructure works;
  - carrying out renovations and/or maintenance work on all or parts of buildings, structures and/or infrastructure;
  - providing services on construction sites;
  - activities in preparation for construction work carried out at a location other than at the construction site, as long as these activities are carried out by the company that carries out the construction/infrastructure work at the construction site;
  - hiring out equipment with operating personnel for the performance of activities as part of the works specified above.

- The following activities are deemed to be or to be equivalent to construction and infrastructure works/activities:
  - laying, assembling and maintaining underground cables and pipelines, as well as laying, assembling and maintaining above-ground/overhead cables and pipelines for the construction and infrastructure activities to be carried out;
  - excavating contaminated soil;
  - asbestos removal;
  - asphalt production;
  - concrete shuttering/formwork, concrete drilling and rebar tying;
  - concrete repair on structures, and concrete injection;
  - structural facilities for land, water and air traffic;
  - roof coverings;
  - sand pit excavation;
  - levelling sites, preparing for construction, laying foundations;
  - foundation works;
  - soil drilling, construction dewatering, CPT and pipe laying works;
  - earthworks for civil engineering purposes;
  - pile-driving/boring activities: boring and in-situ casting of, driving or pulling out piles and sheet piling and/or carrying out drainage, soil compaction and soil injection works;
  - prefabricated/modular construction: carrying out construction works predominantly using large, factory-made elements of concrete, stone or plastics/synthetics;
  - coastal and embankment works;
  - masonry, jointing and gluing works;
  - design, construction, changing, repair, maintenance or unclogging and/or ready-for-operation delivery of the public sewage system from the takeover point from water quality management to the plot boundary, as well as contracted activities involving the outdoor sewage system from the plot boundary to 0.5 meters outside the exterior surface of the building;
  - building and/or placing mobile accommodation spaces (units intended for temporary accommodation), insofar as the placement, measured by the wage bill, is not merely an upshot of the manufacture of these accommodation spaces;
  - construction of furnaces, kilns, fireplaces, chimneys, smokestacks;
  - sewage and cable networks;
  - demolition/dismantling;
  - rail works;
  - scaffolding installation: assembling/constructing and dismantling scaffolding components;
  - scaffolding installation, industrial: scaffolding construction for the maintenance of industrial plant systems;
  - tile and sealant work;
  - hydraulic engineering works/work on hydraulic structures;
  - road construction and paving work, including the application of road markings and the construction, assembly, maintenance and demolition of sound barriers and facilities to increase road safety;
  - residential, non-residential or commercial buildings/structures or other built structures;
  - inverted siphon, pipe jacking and rainwater systems;
  - other works/activities that by their nature must be included in construction operations;
  - earthmoving works for one of the aforementioned construction and/or infrastructure works/activities.

### 10.2.3 Building under own management

- Companies building under own management are companies that:
  - build at their own risk and expense with the aim of selling, leasing or otherwise making the buildings/structures available to third parties;
  - carry out construction or renovations at their own risk and expense with the aim of using the building/structure themselves or for their own company, or making it available to their employees;
  - carry out renovations and maintenance work at their own risk and expense on buildings they own or that are under their management.
- In the latter two cases, this collective agreement does not apply to employees who are subject to a different collective agreement.

### 10.2.4 Temporary employment agencies

- All provisions of this collective agreement apply to:
  - temporary employment agencies that for more than 50% of their Dutch wage bill on an annual basis make agency workers available to employers as referred to in 10.2.1 and that are not members of the Dutch association of temporary employment agencies ABU or the employers' organisation NBBU;
  - temporary employment agencies that are part of a group that also consists of one or more companies as referred to in 10.2.1; and
  - jointly agreed labour pools that make workers available to employers as referred to in 10.2.1.

In this context, 'Dutch wage bill' means the wage bill for the workers of the temporary employment agency, insofar as these workers perform work in the Netherlands.

### 10.2.5 Training companies

- A training company [*opleidingsbedrijf*] is a not-for-profit legal entity that operates nationally or regionally, that has been established by several employers, and that:
  - concludes a BPVO contract and a contract of employment with apprentice employees; and
  - in this capacity acts as a work placement company [*leerbedrijf*] within the meaning of the Dutch Adult and Vocational Education Act; and
  - has set up and maintains a training workshop for the implementation of the practical part of the vocational training in the field of construction/infrastructure.

### 10.2.6 Working in Belgium temporarily

- Contrary to the provisions of clauses 10.2.1 and 10.7.1, this collective agreement applies to the construction site employee living in the Netherlands who temporarily works in Belgium for a Dutch employer.
- The employment in Belgium is deemed to be temporary as long as this employee is subject to Dutch social insurance legislation.
- Where an employee working temporarily in Belgium is subject to a collective agreement that has been declared universally binding in Belgium or to a Belgian law, the provisions of such will apply as the lower threshold.
- For the time this employee works temporarily in Belgium, he or she is entitled to a premium amounting to 9% of the guaranteed wage for job grade A in table 4.2.

#### 10.2.7 Working in Germany temporarily

- Contrary to the provisions of clauses 10.2.1 and 10.7.1, this collective agreement applies to the construction site employee living in the Netherlands who temporarily works in Germany for a Dutch employer.
- The employment in Germany is deemed to be temporary as long as this employee is subject to Dutch social insurance legislation.
- The employer pays contributions for this employee to the Leave and Wage Equalisation Fund of the German Building Industry [*Urlaubs- und Lohnausgleichskasse der Bauwirtschaft* (ULAK)]. These contributions replace the employer's contributions to the Days and Holiday pay component of the Time Savings Fund. Any remittance of holiday pay over banked hours remains unaffected.
- For the time this employee works temporarily in Germany, he or she is entitled to a 'ULAK allowance'. This is a gross allowance per pay period. This allowance does not form part of the contracted pay.
- The amount of the ULAK allowance is such that the employee's net wage will be at least equal to his or her net wage when paid in full to the Time Savings Fund.

### 10.3 Who is not subject to this collective agreement?

#### 10.3.1 Companies that are not subject to this collective agreement

- This collective agreement does not apply to companies that predominantly focus on production for third parties and/or providing services to third parties in the areas specified below.
- Whether this predominant focus exists is determined by comparing the payroll amounts for each area of production and/or service.
- This concerns the following areas:
  - dredging works;
  - ready-mix concrete and ready-mix concrete transport;
  - precast concrete products;
  - central heating systems;
  - landscape engineering works that fall within the scope of the Collective Agreement for Greenery, Soil and Infrastructure [*cao Groen, Grond en Infrastructuur*], as described in the decision of 23 February 2021 to declare the provisions of said collective agreement universally binding (Dutch Government Gazette 2021, 4519), last amended by the decision of 11 May 2021 (Dutch Government Gazette 2021, 19884). Landscape engineering works is defined in Annex 8 to this collective agreement. The obligations for the subcontractor arising from the provisions of clause 10.5 of this collective agreement do not apply to companies that fall within the scope of the Collective Agreement for Greenery, Soil and Infrastructure [*cao Groen, Grond en Infrastructuur*];
  - roof coverings that are bituminous or made of aluminium, plastic, zinc, lead or copper;
  - making electrical connections between the cables of cable networks;
  - factory carpentry;
  - interior carpentry;
  - insulation activities, i.e. installation, repair, coating, finishing and/or maintenance by the company itself of insulating materials to prevent or reduce heat or cold loss and/or protect against fire, moisture, noise and/or vibration in industrial plants/facilities, on technical systems and on board ships, such as on and around equipment, ducts, pipes, tanks and the like, as well as in spaces like cold stores, boiler and machine rooms, studios and similar;

- plumbing and pipe fitting;
- natural stone;
- construction relating to furnaces, chimneys and such insofar as this relates to insulation activities;
- parquet floors;
- rail infrastructure activities that fall within the scope of the Collective Agreement for Rail Infrastructure [*cao Railinfrastructuur*], as described in the decree of 25 September 2019 declaring the provisions of said collective agreement universally binding (Dutch Government Gazette 2019, 41919);
- painting and finishing;
- demolition of structures that consist entirely or almost entirely of metal, whereby the number of working hours of the employees employed in said demolition works is greater than the number of contracted working hours for other work to be performed of all employees employed by the company measured over the period of a calendar year;
- steel-framed construction and the construction of works entirely or almost entirely in steel;
- stone, magnesite and artificial stone;
- plastering, finishing and terrazzo/flooring activities;
- mobile crane hire;
- other works/activities that by their nature should not be considered part of construction operations.

### 10.3.2 Departments that are not subject to this collective agreement

- This collective agreement does not apply to separate departments that predominantly focus on production for third parties and/or providing services to third parties in the areas specified under clause 10.3.1.
- A department is considered to be a separate department if the business operations are in fact organised as an independent unit. Whether this predominant focus exists is determined by comparing the payroll amounts for each area of production and/or service.

### 10.3.3 Individuals not subject to the collective agreement

- The following people are not considered to be employees in the context of this collective agreement:
  - a student working temporarily during a holiday [*vakantiwerker*];
  - a work placement student, meaning a person to whom the provisions of clause 6.2 apply;
  - director-shareholder of the public limited company [*naamloze vennootschap*; NV] and/or private company with limited liability incorporated under Dutch law [*besloten vennootschap met beperkte aansprakelijkheid*; BV] who:
    - personally holds shares representing at least one-tenth portion of the issued share capital of the employer's company; or
    - indirectly holds shares representing at least one-tenth portion of the issued share capital of the employer's company; or
    - holds depositary receipts for shares [*certificaten van aandelen*] issued through the mediation of a trust office of which the holder represents at least one tenth of the board, representing at least one-tenth portion of the issued share capital of the company.

## 10.4 Contract of employment under foreign law

### 10.4.1 Terms of Employment for Posted Workers in the EU Act

- A number of the universally binding provisions of this collective agreement also apply to an employee who:
  - in the context of transnational provision of services, as referred to in Article 1(1) of the Dutch Terms of Employment for Posted Workers in the EU Act [WagwEU]
  - works temporarily in the Netherlands, and
  - whose contract of employment is subject to laws other than those of the Netherlands.

- The following applies at a minimum for such an employee:
  - during the first 12 months: the provisions of Annex 6 to this collective agreement;
  - starting from the 13th month: all universally binding provisions of this collective agreement. This does not apply to the provisions on procedures, formalities and conditions for entering into and terminating the contract of employment nor to the supplementary company pension schemes.

Under the provisions of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act [Wet AVV], under certain conditions this can be extended to a maximum of 18 months.

- Annex 6 includes provisions regarding:
  - a. maximum working hours and minimum rest periods;
  - b. the minimum number of days of annual leave during which the employer is required to pay the employee's wages;
  - c. remuneration, which in any case includes:
    1. the applicable period wage in the salary scale;
    2. the applicable reduced working hours per week, month, year or period;
    3. premiums for working overtime, shifted hours and unusual working hours, including the public holiday premium and shift premium;
    4. interim pay increase;
    5. expense allowance: allowances or reimbursement of expenses for the costs that are necessary for the performance of the job, including travel, meal and accommodation expenses for employees who are away from home for business purposes;
    6. incremental pay increases;
    7. year-end bonuses;
    8. extra allowances in connection with holidays.

Not included under remuneration are:

- contributions to pensions as referred to in Article 1 of the Dutch Pensions Act [Pensioenwet] and Article 1(1) of the Mandatory Occupational Pension Scheme Act [Wet verplichte beroepspensioenregeling];
  - non-statutory social security entitlements;
  - allowances that are paid as reimbursement of costs actually incurred in connection with the secondment, such as travel, meal and accommodation expenses.
- d. conditions for posting/seconding workers;
  - e. health, safety and hygiene at work;
  - f. protective measures with regard to the terms of employment and working conditions of children, young people and pregnant employees or employees who have recently given birth;
  - g. equal treatment of men and women as well as other provisions to prevent and combat discrimination; and
  - h. conditions regarding housing employees, if the recipient of services within the meaning of Article 1(1) of the Terms of Employment for Posted Workers in the EU



Act [WagwEU] makes housing available to employees who are not at their usual workplace in the Netherlands.

- The term employee, as used in the first and second bullet points of clause 10.4.1, also includes agency workers with a contract of employment under foreign law employed by a temporary employment agency that makes, for more than 50% of the Dutch wage bill on an annual basis, agency workers available to employers as referred to in clause 10.2.1 and that are not members of the Dutch association of temporary employment agencies ABU or employers' organisation NBBU. In this context, 'Dutch wage bill' means the wage bill for the workers of the service provider, insofar as these workers perform work in the Netherlands. It does not matter whether the work is usually being performed in the Netherlands or only temporarily.
- The employer with whom an employee with an employment contract under foreign law is posted (hereinafter called a 'posted worker') ensures that the actual employer of this posted worker (the 'service provider') complies with the applicable provisions of the second bullet point of clause 10.4.1. The employer engaging this posted worker makes a provision for this in the contract with the service provider or ensures that the said provision is added to the contract with the service provider. In the case of subcontracting, the provisions of clause 10.5 also apply.
- Insofar as a temporary worker is not covered by this collective agreement, the engaging employer must ensure that the employer of this agency worker (the service provider) complies with the provisions set out in Annex 7. The employer engaging this posted worker makes a provision for this in the contract with the service provider or ensures that the said provision is added to the contract with the service provider. In the case of subcontracting, the provisions of clause 10.5 also apply.

## 10.5 Subcontracting

### 10.5.1 What is subcontracting?

- Subcontracting within the meaning of clause 10.5 is when the employer, in the role of client, concludes a contract with another company (hereinafter referred to as the 'subcontractor') with the aim of building a structure and/or carrying out construction/infrastructure activities (hereinafter referred to as the 'contract').
- Where the employer concludes such a contract with a self-employed person without staff [ZZP-er], a temporary employment agency or a comparable company this is also deemed to be subcontracting.
- If the subcontractor is also a temporary employment agency, the provisions of clauses 10.6.2 and 10.6.3 apply in addition to those of 10.5. If the subcontractor is the employer of a payrolling company worker, the provisions of clause 10.6.4 apply in addition to those of 10.5.

### 10.5.2 Self-employed person without staff

- The employer will only engage a self-employed person without staff [ZZP-er] if this is a natural person who:
  - does not employ any staff;
  - is registered in the Trade Register of the Dutch Chamber of Commerce; and
  - intends to conclude a contract for work or a contract for services with the client that includes an obligation to produce results. In this context, an obligation to produce results means that the work or the activities to be carried out are set out in the contract before the work/activities start.



- The employer will ensure that the actual situation under which the self-employed person without staff is engaged corresponds with the content of the contract.

#### 10.5.3 The contract with the subcontractor

- In the contract with the subcontractor, the employer stipulates:
  - that the subcontractor will comply with the provisions of this collective agreement that apply to that subcontractor (this means, among other things, that the subcontractor will comply with these provisions with regard to all individual contracts of employment to which this collective agreement relates); and
  - that the subcontractor undertakes to impose this obligation in full and in writing in the contract with any other subcontractor in the chain and also to stipulate that this following subcontractor impose these obligations in full on all subsequent subcontractors in the chain ('pass forward' obligation).
- Exception: this does not apply if the relevant subcontractor is subject to a different collective agreement (universally binding or otherwise).

#### 10.5.4 Obligation to monitor compliance

- The employer will ensure that its subcontractor complies with and continues to comply with the provisions of clause 10.5.3.
- If the employer's subcontractor is a company that does not carry out the construction/infrastructure activities with its own employees and/or its own organisation, the employer is required to monitor compliance on the part of the party one link lower in the outsourcing chain that employs the personnel who carry out the construction/infrastructure activities.

#### 10.5.5 Obligation to monitor compliance in a construction consortium

- Where the employer is involved in or part of a construction consortium and this consortium is not an employer within the meaning of this collective agreement, the employer will ensure that the subcontractor of this consortium complies with and continues to comply with the provisions of clause 10.5.3.
- If this subcontractor is a company that does not carry out the construction/infrastructure activities with its own employees and/or its own organisation, the employer that is involved in or part of a construction consortium is required to monitor compliance on the part of the party one link lower in the outsourcing chain that employs the personnel who carry out the construction/infrastructure activities.

#### 10.5.6 Employer's liability

- The statutory provisions regarding liability for the remuneration owed (Article 7:616(a) et seq. of the Dutch Civil Code) applies in full. In addition to the legal provisions, the provisions of clause 10.5 also apply. Insofar as the provisions of clause 10.5 deviate from these in a manner that is disadvantageous for the employee, the statutory provisions take precedence.
- Where the employee of a subcontractor suffers damage because of the subcontractor failing to comply with the provisions of the collective agreement that apply to that employee, the employer is liable for this damage. This only applies if it concerns a subcontractor for which the employer is responsible for ensuring compliance, as referred to in clauses 10.5.4 and 10.5.5. The employer is entitled to recover these costs from the subcontractor.

#### 10.5.7 Release from liability

- If the parties to the collective agreement request this, the employer will demonstrate how it carried out its obligation to monitor compliance on the part of a subcontractor.

- Where the employer has complied with the obligation to monitor compliance as described in clauses 10.5.4 or 10.5.5 in the manner prescribed by the parties to the collective agreement, the employer is released from liability as referred to in the second bullet point of clause 10.5.6. This release from liability only applies to the provisions of this collective agreement that have been demonstrably included in the employer carrying out, in the prescribed manner, the obligation to monitor compliance.
- Exception: this release from liability does not apply insofar as the employer knows or can reasonably suspect that the subcontractor is not complying with the provisions of this collective agreement that apply to this subcontractor.

## 10.6 Engaging agency workers and payrolling company workers

### 10.6.1 Agreements with the temporary employment sector

- The joint agreements on the terms of employment for agency workers in construction & infrastructure are set out in this collective agreement and the Collective Agreement for Temporary Agency Workers of the Dutch association of temporary employment agencies ABU and of the employers' organisation NBBU.
- All parties to the collective agreement monitor compliance with the provisions of these collective agreements.

### 10.6.2 Only certified temporary employment agencies

- The employer only engages agency workers from certified temporary employment agencies registered in the Labour Standards Register (see [www.normeringarbeid.nl](http://www.normeringarbeid.nl)).
- This obligation does not apply to:
  - 'lending' and 'borrowing' employees within the same organisation (internal secondment) by construction/infrastructure companies or training companies;
  - a temporary employment agency that is part of a construction/infrastructure company or a training company.

### 10.6.3 Obligation to monitor compliance for agency workers

- The employer engaging one or more agency workers must at all times ensure that the temporary employment agency is complying with the following provisions of this collective agreement with regard to the individual contracts of employment of the agency workers the employer engages:
  - Where this concerns a temporary employment agency that, in accordance with the provisions of clause 10.2.4, is subject to all provisions of this collective agreement, the employer engaging the agency worker(s) will monitor this temporary employment agency's compliance with such.
  - If this concerns *another* temporary employment agency, the employer engaging one or more agency workers will monitor this temporary employment agency's compliance with the provisions set out in Annex 7 to this collective agreement.
  - Where this concerns a contract of employment under foreign law, the employer engaging an agency worker must ensure that the employer of this agency worker (the service provider) complies with the provisions set out in Annex 6 or Annex 7 in accordance with the provisions of clause 10.4.1.
- The contract for services between the employer engaging the agency employee and the temporary employment agency must state that the temporary employment agency will comply with the provisions of this collective agreement.

- The employer engaging the agency worker will inform the temporary employment agency – prior to the engagement in writing or electronically – of the provisions of the collective agreement that apply.
- The employer engaging the agency worker will ensure that:
  - the agency worker has received a confirmation of placement;
  - that this shows the remuneration the agency worker is entitled to receive.
 ‘Confirmation of placement’ means the written confirmation as specified in Article 16(7) of the 2019-2021 Collective Agreement for Temporary Agency Workers of the Dutch association of temporary employment agencies ABU and of the employers’ organisation NBBU.
- Where this concerns subcontracting as referred to in clause 10.5, the provisions of clause 10.5 apply in addition to those of 10.6 and 10.6.3.
- If the party engaging the agency worker is a construction consortium, and this consortium is not an employer within the meaning of this collective agreement, the obligations referred to in clauses 10.6.2 and 10.6.3 apply to an employer who is involved in or is part of this construction consortium.

#### 10.6.4 Obligation to monitor compliance for payrolling company workers

- The employer engaging one or more payrolling company workers must at all times ensure that the payrolling company is complying with the following provisions of this collective agreement with regard to the individual contracts of employment of the payrolling company workers the employer engages.
- The contract for services between the employer engaging the payrolling company workers and the payrolling company must state that the payrolling company will comply with the provisions of this collective agreement.
- The employer engaging the payrolling company workers will inform the payrolling company – in writing or electronically and prior to the engagement – of the provisions of the collective agreement that apply.
- Where this concerns subcontracting as referred to in clause 10.5, the provisions of clause 10.5 apply in addition to those of 10.6.4.
- If the party engaging the payrolling company worker is a construction consortium, and this consortium is not an employer within the meaning of this collective agreement, the obligations referred to in clause 10.6.4 apply to an employer who is involved in or is part of this construction consortium.

## 10.7 Voluntary application of this collective agreement

### 10.7.1 Working abroad temporarily

- Where a construction site employee temporarily works abroad, the employer can opt to continue to have that employee fall under this collective agreement.
- Working abroad is deemed to be temporary as long as Dutch social insurance legislation applies to this employee.
- Exceptions: see clauses 10.2.6 and 10.2.7

### 10.7.2 Voluntary participation in this collective agreement

- Where a company that is not automatically subject to this collective agreement would still like to have it apply to the company, this company can submit a request to conclude a contract with the parties to the collective agreement to that effect.
- The company submits this request to the administrative office for the sector Technisch Bureau Bouw & Infra.

## 10.8 Scope survey

### 10.8.1 What does this concern?

- A scope survey is an investigation to determine whether the activities a company performs or will perform fall within the scope of this collective agreement, the Collective agreement on unworkable weather conditions, the collective agreement on industry-wide schemes for the construction & infrastructure sectors, and bpfBOUW's decision on mandatory participation in the industry pension fund.
- The regulations on scope [*reglement werkingsfeer*] contain the rules for scope surveys; This scheme is part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*]

## 10.9 Departures from this collective agreement

### 10.9.1 Only where there is a Works Council

- The following clauses in this collective agreement state that the employer in a company with a Works Council can agree different provisions with the Works Council: 2.7.4, 5.5.3, 5.9.2, 5.10.5, 5.13.6, 5.17.2 and 7.3.5 (passenger lift).
- In addition to the provisions of the Works Councils Act, the provisions of clause 10.9.2 apply in such cases.

### 10.9.2 Additional conditions

- The employer has reached agreement with the Works Council about the different arrangements. Until this happens, the arrangement set out in this collective agreement apply.
- The Works Council may be assisted by representatives of the employers' associations and trade unions that have concluded this collective agreement.
- If the parties intend to implement different arrangements, the Works Council will consult with the employees concerned about this decision and its consequences. This consultation will be carried out early enough in the process that it can be determined how much support there is for the proposed decision.
- The different arrangements must be, on balance, at least equivalent to the arrangements set out in this collective agreement. This does not apply to different arrangements concerning the passenger lift (see clause 7.3.5).
- The different arrangements will be in effect for no longer than the end of the term of this collective agreement and may not be automatically renewed.

## 10.10 Dispensation

### 10.10.1 What does this concern?

- A request for dispensation is a request to be exempted from the obligation to comply with one or more provisions of this collective agreement, the Collective agreement on unworkable weather conditions and/or the Collective agreement on industry-wide schemes for the construction & infrastructure sector.
- Annex 9 (Rules on Dispensation) sets out the rules that apply to such dispensation.

## 10.11 Compliance survey

### 10.11.1 What does this concern?

- A compliance survey is an examination into whether an employer is in compliance with the provisions of this collective agreement, the Collective agreement on unworkable weather conditions, and the Collective agreement on industry-wide schemes for the construction & infrastructure sector.
- The employer is required to participate in a written compliance survey. The onus is on the employer to demonstrate that the company is in compliance with the provisions of the collective agreement.
- An employer who is found to be in non-compliance will be required to pay compensation; see the Compliance Regulations [*reglement naleving*].
- The Compliance Regulations describe how a compliance survey is carried out. The employer is required to comply with the provisions of these regulations, which are part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].

## 10.12 Disputes

### 10.12.1 What does this concern?

- A dispute is a difference of opinion between an employer and an employee concerning the application of one or more provisions of this collective agreement, the Collective agreement on unworkable weather conditions and/or the Collective agreement on industry-wide schemes for the construction & infrastructure sector.
- Annex 10 (Rules on Disputes and Arbitration) sets out the rules that apply in the event of disputes.

## 10.13 Features of this collective agreement

### 10.13.1 Term, extension, termination, and renewal

- This collective agreement is effective from 1 January 2021 to 31 December 2022.
- The term of this collective agreement will be deemed to have been extended by another year at the end of the then current term unless one or more of the parties to the collective agreement has given notice of termination.
- The following provisions apply to providing notice of termination:
  - notice of termination must be given at least three months before the end of the then current term;

- notice of termination must be sent by registered post to all parties to the collective agreement.
- Should a party to this collective agreement submit proposals to amend or renew the collective agreement, the parties to the collective agreement will start negotiations on this as soon as possible.

#### 10.13.2 Minimum collective agreement

- This is a ‘minimum collective agreement’, meaning that the employer may only deviate from the provisions of this where the deviation is more beneficial for the employee.

#### 10.13.3 Transitional provisions

- More favourable arrangements based on previous collective agreements will end once this collective agreement comes into effect.
- Where these more favourable arrangements are based on individual arrangements, the employee retains the right to those more favourable arrangements. This does not apply if these more favourable arrangements are based on:
  - a contract of employment in which it is stated that the collective agreement applies in whole or in part;
  - previous decrees declaring the provisions of the collective agreement universally binding.
- Where a company has its own employee benefits scheme, the employer may implement this as long as this does not, on balance, weaken the employee’s legal position.

#### 10.13.4 Terminology and starting points

- Employer/employee: Where this term refers to a person, this means either a male or a female.
- Amounts (monetary): Unless stated otherwise, all monetary amounts referred to in the collective agreement are gross amounts.
- Full-time and part-time work: The employee in the context of this collective agreement is assumed to be an employee with a standard working week (a full-time employee). With the exception of provisions of this collective agreement that explicitly state otherwise, the provisions of this collective agreement apply in full to employees who work part-time.
- Performance bonus system and wages for days not worked: Where a construction site employee works under a performance bonus system and the employer is required to pay this employee his or her fixed contracted wages for a day on which the employee does not work, the average performance bonus for the days worked in that pay period is included in the fixed contracted wage for each day not worked. If the employee has not worked at all during a particular pay period, the average performance bonus over the previous pay period will serve as the benchmark.

### 10.14 ‘BTER Bouw & Infra’ collective agreement

#### 10.14.1 Training & Development Fund and Fund for Supplement Schemes for Construction & Infrastructure

- There is a Collective agreement on industry-wide schemes for the construction & infrastructure sector [*cao BTER Bouw & Infra*], which is an extension of the Collective Agreement for the Construction & Infrastructure Sector.
- The first collective agreement referred to above contains rules for the implementation of the regulations of the Training & Development Fund for Construction & Infrastructure and the Fund for Supplement Schemes for Construction & Infrastructure.

## 10.15 Obligations of parties to the collective agreement

### 10.15.1 Compliance with the collective agreement

- The parties to this collective agreement undertake to:
  - cooperate fully in ensuring compliance with this collective agreement;
  - accept full liability for all actions to implement the decisions taken by them that breach the provisions of this collective agreement;
  - take the necessary measures with regard to their members to promote compliance with this collective agreement.
- Each party to this collective agreement accepts liability for all acts of its own members that breach the provisions of this collective agreement; this does not apply insofar as said actions are in conflict with decisions or measures of that party to the collective agreement.

### 10.15.2 Trade unions

- For as long as the provisions of this collective agreement are in force, the trade unions will not take industrial actions or strike with the aim of amending the collective agreement:
  - at a member of the employers' association;
  - at a subcontractor insofar as this subcontractor carries out construction/infrastructure activities for a member of the employers' association.
- The trade unions will not provide support to employers and employees who take such industrial actions or who go on strike.
- Industrial action or a strike at a member of the employers' association or a subcontractor is permitted if:
  - a subcontractor does not comply with the provisions of this collective agreement, and
  - the main contractor fails to demand that the subcontractor comply with the provisions of the collective agreement or fails to immediately terminate the subcontracting agreement with this subcontractor.
- In the event that industrial action or a strike would be permitted and as long as this only concerns one line of business or one company, an attempt will first be made to find a solution through consultation between the parties to the collective agreement.

### 10.15.3 Employers' association

- For the term of the collective agreement, the employers' associations undertake to:
  - not declare a lockout of members of the trade unions;
  - not support other members who declare a lockout.



## 10.16 Working agreements of the parties to the collective agreement

### 10.16.1 Heavy Work Scheme

- Extension for uta employees  
From 1 January 2022, the Construction & Infrastructure Heavy Work Scheme will be expanded. It will become possible for uta employees who have worked as construction site employees for an extended period of time, to stop working up to three years before reaching their state pension (*AOW*) entitlement age under certain conditions.  
Participation in the Heavy Work Scheme is open to any uta employee who:
  - reaches an age upon retirement, during the period 1 January 2022 to 31 December 2025, that is no more than three years before reaching the state pension entitlement age,
  - is a uta employee immediately prior to the date of retirement,
  - was an employee within the meaning of this collective agreement on 1 July 2020 and/or on 1 January 2021, and
  - in the period of 25 years immediately prior to the date of retirement:
    - was an employee within the meaning of this collective agreement for at least 20 years, and
    - was a construction site employee within the meaning of this collective agreement for at least 5 years.Periods of no more than six months not working or working elsewhere count as time worked as an employee.
- Increase in payment.  
From 1 January 2022, the Heavy Work payment is annually increased by the structural wage and salary increases of the previous year, up to a maximum of the legal Early Retirement Scheme [*RVU*] threshold exemption. The increase applies to payments made on or after 1 January.

### 10.16.2 Retention of Skilled Employees Incentive Programme

- Diploma bonus.  
To encourage students to complete their BBL level 2, BBL level 3 and BBL level 4 programmes, they receive a diploma bonus of €2,500 (gross) on obtaining the diploma. This scheme applies to students who complete their BBL level 2, BBL level 3 and/or BBL level 4 diplomas during the school year 2021/2022. Parties to the collective agreement have made available €20 million in R&D resources for this purpose.
- Learning materials and examination.  
In order to promote the influx of students, 50% of the learning materials and examination products will be reimbursed during the 2021-2022 and 2022-2023 academic years. Parties to the collective agreement have made available €5.6 million in R&D resources for this purpose.
- Subsidy for the employment of agency workers  
Employers receive a €5,500 subsidy for each sustainable permanent employment contract entered into with an agency worker of 50 years or over, who has worked as an employee within the meaning of this collective agreement for at least 10 years. Parties to the collective agreement have made available € 2 million in R&D resources for this purpose. This subsidy scheme is in effect from 1 August 2021 to 31 December 2023.
- Parties to the collective agreement are having research done into options for employers to organize work in a better and different way in order to prevent workplace stress with employees.



- From 10 June 2021, parties to the collective agreement have started a pilot, which will be effective during the term of this collective agreement. During this pilot, construction site employees can use the same provisions with regard to workplace stress that are already in place for uta employees. Parties to the collective agreement have made available €500.000 million in R&D resources for this purpose.

#### 10.16.3 Working conditions, safety and health

- Working in hot conditions.  
Due to climate change, extremely hot weather conditions are expected to occur more and more often, as we have seen in the last few summers. Research has shown that working under this type of conditions is extremely strenuous and measures should be taken to protect employees from heat stress.  
Such measures may include
  - providing shade or another sufficient means for employees to cool down;
  - additional breaks and/or adjusted working hours;
  - adjusted clothing;
  - providing cooling vests;
  - providing sufficient cool drinking water.
 Parties to the collective agreement are having further research done by Vollandis into effective measures to prevent safety risks (including the risk of skin cancer) when working in hot conditions. Pending the results of the investigation and any collective agreement provisions that may follow, employers are required to provide sunscreen on the construction site and employees are required to use either this sunscreen or bring their own. In addition, parties to the collective agreement provide adequate information about the safety risks of working in hot conditions and measures that may be taken to prevent heat stress.
- The collective agreement on unworkable weather conditions for the construction & infrastructure sector is renewed for a period of two years. The term of this collective agreement will be 1 April 2021 to 31 March 2023.
- TCVT.  
Parties to the collective agreement have deemed the deployment of inexperienced operators during lifting operations to be undesirable. Situations like this could lead to hazardous situations in the workplace, which may result in accidents. Parties to the collective agreement think the TCVT certificate for crane operators should be a temporary certificate, which after an x number of hours of supervision in practice can be exchanged for a permanent certificate. In addition, the crane operator is obliged to undertake regular in-service training in order to keep the certificate. Parties to the collective agreement will discuss this with the Foundation for the Supervision of Certification of Vertical Transport (TCVT) to prevent the deployment of inexperienced operators during lifting operations.
- VCA.  
Parties to the collective agreement are studying options to reimburse BOL-students for the costs related to the VCA certificate, which they need in order to do their work placement.

#### 10.16.4 Working from home allowance

- In 2021, parties to the collective agreement will discuss options to introduce a working from home allowance, as soon as there is clarity on the changes to tax regulations in this respect.

#### 10.16.5 Time Savings Fund

- As agreed earlier by the parties to the collective agreement, they instructed an external research agency in 2020 to survey both employers and employees to gain insight into how

much importance the employers and employees attach to the Time Savings Fund. The research agency will deliver the final results in June 2021.

- If the survey shows that there is no broad support for the Time Savings Fund, it will be discontinued as of 1 January 2024.

#### 10.16.6 Pension scheme

- There has been a clear signal from bpfBOUW pension scheme that, from 2022, they will not be able to execute the current pension scheme at the current premium rates (2021: 25.0% of the pension base).
- Based on the premium policy and the revised economic outlook of bpfBOUW, and based on the situation in Q1 2021 and an unchanged pension scheme, the premium for 2022 is expected to be around 28% of the pension base.
- Parties to the collective agreement propose a premium budget of 26.0% of the pension base for the year 2022. If bpfBOUW is unable to execute the current pension scheme at this premium percentage, the scheme will be adjusted by a reduction of the accrual rate for the year 2022 to the level that is required to ensure a balanced financial position in 2022 (2021: 1.738%). Parties to the collective agreement are making every effort to reach an agreement on this with parties to other collective agreements that have also placed their pension schemes with bpfBOUW.

#### 10.16.7 Job and pay structure

- In 2021, parties to the collective agreement are working on setting up a new pay structure that fits in with the new draft job structure, with the aim of introducing a new job and pay structure on 1 January 2023.
- In 2021, parties will decide how the new job and pay structure will be introduced. An implementation plan will be drawn up for this purpose in 2022.

#### 10.16.8 Compliance with the collective agreement

- In 2013, a-advies conducted a study into how social partners in seven sectors have organized compliance monitoring with regard to collective agreement provisions. In August 2013, the report 'Monitoring compliance with collective agreement provisions' was published by a-advies.
- Parties to the collective agreement have requested a-advies to evaluate the effectiveness of the compliance programmes in these seven sectors and to give recommendations for organising and monitoring compliance in the Construction & Infrastructure sector.

## Annexes

- Annex 1 Job classification procedure
- Annex 2 Sample contract of employment: standard provisions
- Annex 3 Working hours and rest periods: additional provisions
- Annex 4 Time Savings Fund
- Annex 5 Trainee/apprenticeship scheme
- Annex 6 Contract of employment under foreign law
- Annex 7 Agency work
- Annex 8 Civil and landscape engineering works
- Annex 9 Rules on Dispensation
- Annex 10 Rules on Disputes and Arbitration
- Annex 11 Changes to the article numbers of collective agreement provisions

## **Annex 1. Job classification**

[Annex 1.1 Construction site employees: list of jobs](#)

[Annex 1.2 Construction site employees – scaffolding installation: list of jobs](#)

[Annex 1.3 Uta employees: job structure](#)

## **Annex 1.1 Construction site employees: list of jobs**

The classification of jobs in grades A to E is based on job requirements with regard to training, experience, safety and health, physically strenuous working conditions, level of leadership, and the extent to which the job holder is required to make decisions independently. When entering into employment, the employer and employee must jointly determine the nature of the work to be performed. On the basis of this analysis, the employee is classified in the correct job, and the corresponding job group is determined. Where an employee will be doing a job that does not appear in the list of jobs, the parties to the collective agreement may be requested to make a decision regarding the classification of this employee. See clause 1.2.1 of this collective agreement.

The use of the Roman numerals I, II or III after the job title refers to the level of the job in the job family concerned. A job family comprises jobs from the same discipline. Where an asterisk (\*) appears after the job title, this indicates that a pre-employment health screening, as referred to in clause 1.1 of this collective agreement, is required for that job.

This list of jobs was compiled in 1981.

### **GRADE A**

#### **1. Asphalt coating applier for pipelines\***

Apply coatings to pipe connections and fittings and repair damage to existing coatings in accordance with the applicable regulations.

#### **2. Assistant to the explosives engineer\***

Perform, as required, a variety of explosive demolition activities under the supervision of the explosives engineer. The employee who performs this job must be at least 18 years old and be sufficiently aware of the dangers associated with working with explosives and detonators.

#### **3. Barge operative\***

Perform all activities relating to operating and anchoring towed and hopper barges.

#### **4. Gantry or overhead crane operator\***

Operate a simple gantry or overhead crane using buttons and switches on a control panel.

#### **5. Unskilled construction worker\***

Perform simple tasks in the areas of private construction, non-residential construction, civil engineering and hydraulic engineering, for which no special knowledge is required.

Notes to the job of unskilled construction worker

The following jobs which were included separately in the list of jobs in previous collective agreements have, in this collective agreement, been grouped together under the name unskilled construction worker:

Cross-saw operator	Brickwork support installer
Masker	Pile head cutter
Asphalt paver masker	Laboratory assistant
Dredger	Winch driver
General service assistant	Equipment operator assistant
Concrete finisher II	Equipment operator
Concrete driller /sawer	Warehouse worker II
Concrete labourer	Concrete mixer operator helper
Unskilled construction worker	Oil-cement sprayer
Construction heavy labourer	Lubricator
Industrial cleaner	Tidy-up worker
Element stacker	Pile transporter
Element worker	Disc sander operator
Earthworks labourer	Loader/unloader
Earthworks/dumping labourer	Heavy labourer
Assistant	Narrow-gauge track worker
Helper	Battening specialist
Labourer	Flooring specialist
Concrete mixer labourer	Track-layer
Piling assistant	Stone cutter
Assistant to the cable worker	Aluminium facade installer
Assistant to the mill operator	Stoker II
System assembly technician assistant	Transport labourer
Installer assistant	Transport worker
Sewer & drainage worker	Joiner
Assistant sprayer	Road construction labourer
Steel fixer assistant	Steel fixer
Steel fixer assistant	Sand pile worker

## **6. Pipelayer III\***

Under the supervision of the pipelayer I, perform work relating to laying, connecting and repairing underground pipelines.

## **7. Piling operative II\***

Assist in setting up, moving, maintaining, operating and transporting the pile driver as well as assisting in the performance of various activities at and under the pile driver.

## **8. Cable installer\***

Carry out all activities associated with laying and sealing cables or installing overhead cables.

## **9. Apprentice pile driver or foundation laying equipment operator\***

Help the operator of a pile driver or deep foundation equipment like screw and bored pile units, grouted anchor units, etc.

## **10. Warehouse worker\***

Manage a simple warehouse at a construction site or assist the warehouse manager with the storage and distribution of stored materials; carry out simple repairs to tools..

**11. Dewatering technician III\***

Install dewatering systems under the supervision of the dewatering technician, remove dewatering systems again after use, and carry out the necessary accompanying activities.

**12. CPT assistant II\***

Assist in setting up and operating equipment for performing technical soil surveys.

**13. Forklift truck operator\***

Operating a forklift truck and performing daily maintenance on it.

**14. Road marking operative III\***

Perform a variety of simple auxiliary tasks, for which no special knowledge is required, relating to the application of road surface markings of any nature.

**GRADE B**

**15. Asphalt paver operator\***

Carry out all activities relating to unloading, spreading and profiling asphalt mix in laying paved surfaces on roads, embankments and dikes, and the proper finishing of these. This job requires at least three years' experience.

**16. Assistant machinist/welder\***

Perform welding and/or bench and/or forging work and assist with machining work.

**17. Concrete mixer operator\***

Mix raw materials for the various concrete mixtures in the correct proportions using an easy-to-transport concrete mixer and perform daily maintenance on it.

**18. Concrete driller III\***

Under supervision, perform simple tasks relating to concrete drilling and trenching with standard size drill bits as and when required.

**19. Concrete operative II\***

Perform all activities as and when required relating to the manufacture of concrete elements and the finishing of concrete structures, including the application of wear layers. Also perform technically uncomplicated repairs to these structures and elements.

**20. Driller assistant\***

Assist in the operation of drilling gear for drilling operations and making pump pits, or operate drilling gear for technically uncomplicated drilling operations and making pump pits.

**21. Pipelayer II\***

Carry out activities relating to laying and connecting mains and service pipes, as well as repairs to pipes, including pipes under pressure, all this with the exception of applying autogenous or electric welding methods.

**22. Pipelayer helper\***

Position pipes at the right height, the right distance from each other, and in the right direction.

**23. Driver III\***

Have a valid driving licence for the job. Transport goods and equipment with a car or truck for which the unladen weight plus the payload capacity does not exceed 7500kg. Help with loading and unloading; is responsible for the correct loading. Troubleshoot minor issues and perform daily maintenance on this vehicle in accordance with the operating instructions.

**24. Roofer II\***

Independently carry out the most common roofing activities according to instructions, regardless of the type of covering.

**25. Bored piling operative II\***

Carry out activities under supervision and in accordance with instructions relating to boring and casting piles and deep foundation techniques, other than pile driving. This includes activities relating to diaphragm walls, grouted anchors, grouted anchor piles, compaction, screw and drilled displacement piles, etc.

**26. Aluminium cladding welder\***

Carry out all activities relating to dimensioning and aligning all aluminium work in cladding and the like.

**27. Earthworks labourer: road construction\***

Perform a variety of earthworks activities as required, as well as finishing roadsides, embankments and subbases, for which at least two years experience in the road construction sector is required.

**28. Piling operative I\***

Carry out maintenance and check parts at the top of the piling rig. Set up the leader/rig complete with hammer/vibratory hammer, drive/press the pile pipe, pile or sheet pile at the right location. For cast-in-place concrete piles, fill the pile cavities with concrete mortar, suspend the reinforcement bars, and make the preparations for pulling out the pile pipe.

**29. (PUR) Insulation installer\***

Independently perform insulation work on existing buildings by mechanically introducing insulation material into cavity walls. Maintain the tools and equipment required for these activities.

**30. Cable jointer/splicer II\***

Connect a variety of cables and make the connections waterproof.

**31. Caulker\***

Applying the right sealants and primers on various surfaces at the project.

**32. Door/window frame fitter\***

Place, align, secure and seal door and window frames in external wall elements.

**33. Crane operator\***

Independently perform activities relating to the operation of a simple construction crane for which no certification of competence or special professional expertise is required, and perform maintenance work on this.

**34. Construction site machine woodworker\***



Carry out simple woodworking tasks at the construction site.

**35. Simple equipment operator\***

Perform all activities relating to the operation and daily maintenance of easy-to-operate motor-driven and/or motor-propelled equipment for which, through training and experience, no special vocational training is required, such as easy-to-operate excavators, hand operated vibratory rollers, narrow-gauge railway equipment, etc.

**36. Boiler plant operator\***

Operate and maintain the boiler plant and carry out simple repairs.

**37. Compaction equipment operator\***

Operate and maintain the compaction equipment and the associated mobile hoisting equipment.

**38. Shutterer\***

Assemble and dismantle shuttering/formwork and carry out the related activities.

**39. Motorised vessel crew member\***

Assist in operating tugs or other motorised vessels, where these vessels have a displacement tonnage of more than 25 tonnes; lubricate engines, winches and pumps and perform maintenance work on said vessels both on deck and in the engine room in accordance with the operating instructions.

**40. Backfill tamper operator\***

Compact backfilled trenches to the correct height with the aid of a mechanical tamper, as well as independently perform daily maintenance and carry out minor repairs to the tamping rammer.

**41. Bricklayer II\***

Lay bricks for facework on the instructions of a professional. Independently lay bricks for concealed sections and carry out jointing and rough casting.

**42. Concrete mixer operator\***

Perform all activities relating to installing and operating a concrete mixer and carry out daily maintenance on this.

**43. Dewatering technician II\***

Independently install – following drawings or otherwise – technically uncomplicated dewatering systems.

**44. Bricklayer's mate/hod carrier\***

Perform all activities associated with the mixing of raw materials in the correct proportions to produce mortar with the aid of a portable, easy to operate mortar mixer, and carry out daily maintenance on this mixer. Supply mortar and bricks for bricklaying works on the construction site. Where required, do odd jobs and lend a hand on the construction site.

**45. Block paver's labourer\***

Perform all activities relating to block paving work as and when required, such as preparing the ground and transporting stones, blocks and sidewalk curbs.

**46. Hod carrier/scaffold builder\***

Assemble bricklayer's scaffolds, mix mortar and bring the materials to where the bricklayers are working.

**47. Painter II\***

Carry out simple painting work and provide assistance for less simple painting work or removing rust (chipping and grit blasting), applying metal primer and base paint, painting structures, tools and equipment.

**48. Demolition operative II\***

Carry out all common demolition activities under the supervision of demolition operative I and assist in the maintenance of tools and equipment.

**49. CPT assistant I\***

Independently carry out technically uncomplicated CPTs and test drilling, as well as assist with complicated CPTs and test drilling.

**50. Tension operative\***

Perform all activities relating to pre-tensioning and post-tensioning of cables for concrete structures.

**51. Track worker II\***

Install, build, break up and maintain standard gauge track and switches under supervision.

**52. Explosives engineer II\***

Prepare and carry out demolition work on entire structures or parts of these with the aid of explosives. Also arrange the supply, storage, use and removal of the materials and equipment used with these explosives. Carry out all activities with due observance of the applicable legal requirements. To be allowed to do this job, the employee must be at least 21 years old and in possession of the basic explosives engineer diploma recognised by the Dutch Labour Inspectorate.

**53. Prefab assembler II\***

Perform all activities as and when required for transporting, assembling and installing prefab elements on the construction site, and assist the prefab assembler I.

**54. Block paver II\***

Perform simple block paving activities as and when required.

**55. Tiler III\***

Under supervision, perform simple tasks relating to tiling work as and when required.

**56. Carpenter II\***

Construct and assemble the most common shuttering/formwork on the basis of drawings and under the instructions of a professional and perform technically uncomplicated carpentry and assembly work.

**57. Transport operative\***

Perform all activities relating to loading, unloading, storage and transport of elements and materials and handle the arrangements for these activities.

**58. Brick jointing/pointing operative\***

Carry out all jointing/pointing work and the associated activities with hand tools or mechanical aids.

**59. Road marking operative II\***

Under the guidance of a road marking operative I, apply road surface markings such as road lines, arrow markings and directional markings using mechanical aids. Assist with all necessary activities, such as applying road markings, placing and maintaining road barriers, placing road studs and pre-fabricated self-adhesive lines, and scattering glass beads and/or chalk powder for road markings.

**60. Steel fixer II\***

Bend and tie steel reinforcing bars and help with positioning and securing the rebar for the concrete works.

**GRADE C**

**61. Concrete driller III\***

Independently perform activities relating to concrete drilling with all sizes of drill bits, sawing in concrete floors and installing anchors for standard settlement depths.

**62. Concrete operative I\***

Independently perform activities relating to drilling, sawing, injecting and repairing concrete, as well as operate and maintain the tools and equipment required for these activities.

**63. Sprayed concrete operative\***

Independently use a high-pressure gun, flex hose/lance and other equipment relating to a high-pressure system.

**64. Well driller II\***

Independently use drilling rigs to drill a bore hole and, depending on the underground layers encountered, line and finish the bore hole to form a pump pit.

**65. Driver II\***

Be in possession of a legal driving licence with a valid Code 95, unless dispensation has been granted for this. Requires a minimum of two years' experience. Perform normal transport operations using all types of vans, trucks and HGVs (including LHVs and similar). Help with loading and unloading and be responsible for the loads. Troubleshoot minor issues and perform daily maintenance on this vehicle in accordance with the operating instructions.

**66. Roofer I\***

Independently perform all activities relating to roofing and, and as and when necessary, instruct a roofer II.

**67. Electrician II\***

Assist with or perform under supervision installation, maintenance and repair of electrical systems. Also fix easy-to-locate issues in electrical equipment.

**68. Cable jointer/splicer I\***

Independently perform all activities relating to connecting cables, such as installing and converting connections for HV and LV, telecommunications and central antenna systems.

Special professional competence is required for this position, based on training and/or experience.

**69. Pipe welder\***

Perform all welding work on pipelines, both above and below ground, as and when needed.

**70. Parts machinist II\***

Fabricate machine parts on instruction, if necessary based on drawings, using metalworking machines (such as a lathe, milling machine, shaper, radial drilling machine), and other related activities.

**71. Mechanic/service technician II\***

Fix easy-to-identify issues in the machines and/or vehicles in use at the construction company and assist and perform under supervision repairs and overhauls of such.

**72. Small piling rig or deep foundation equipment operator\***

Perform all activities relating to the operation and daily maintenance of small piling rigs that do not use an impact block and with a capacity not in excess of 35 kNm (3.50 tonne-metres), or perform all activities relating to the daily operation and maintenance of small deep foundation equipment like screw piling and bored piling units, grouted anchor unit, etc.

**73. Chain trencher operator\***

Dig trenches for cables and pipes at the correct height with the aid of a chain trencher, as well as independently perform daily maintenance and carry out minor repairs to the chain trencher.

**74. Scaffolder II\***

With due observance of the applicable safety regulations and operating instructions, independently assemble technically uncomplicated scaffolding based on drawings and/or instructions. Also assemble all types of scaffolding and work platforms/support structures under supervision at any height as and when required (see Annex 1.2).

**75. Bored piling operative I\***

Perform all activities relating to drilling holes for and casting piles and to deep foundations methods.

**76. Fendering operative\***

Making, finishing and repairing fendering structures.

**77. Fascine mattress production worker\***

Perform all activities relating to the production of fascine and other sunken mattress systems.

**78. Demolition operative I\***

Perform all activities relating to demolition work, including sawing, drilling and burning. Also maintain the tools and equipment required for these activities.

**79. CPT operative II\***

Independently carry out CPTs and test drilling and record the collected data.

**80. Track worker\***

Independently install, overhaul, break up, maintain and repair track and switches.

**81. Prefab assembler I\***

Assemble and install prefab elements on the construction site, ensure the correct dimensioning, and instruct assistants.

**82. Dredge disposal facility manager\***

Participate in all activities that occur for the storage/disposal of dredged material and supervise the employees who assist in this, as well as measure the height of the dredged material using a level.

**83. Tiler II\***

Independently perform all standard activities relating to tiling.

**84. Skilled civil engineering operative\***

Perform more complex activities in the civil engineering sector (earthworks, hydraulic engineering, road construction, and rail construction). This includes, for example, using drawings and/or instructions to plan the direction and depth/height of sewers, paved surfaces, earthworks and such; scraping, finishing and covering slopes; laying sewer pipes and installing culvert elements; independently repairing roads; ensuring the correct depth and slope of trenches; backfilling trenches; installing steel formwork rails; cutting back tree branches; operating and making minor repairs to equipment used for these purposes.

**85. Road marking operative I\***

Independently – if necessary based on drawings – apply road surface markings such as road lines, arrow markings and directional markings using mechanical aids. Take the necessary traffic control measures. Carry out maintenance work and troubleshoot minor issues with the mechanical aids. Supervise and instruct the employees involved in the work and maintain the work records (production recordings and such).

**GRADE D****86. All-round pipe welder\***

Independently perform all welding work, in strict compliance with the relevant regulations, on high-pressure pipes, both above and below ground.

**87. Screed beam operative\***

Operate the heated screed unit on a paver finisher when spreading, profiling and finishing asphalt. When necessary, replace the driver of large equipment. Special professional competence is required for this position, based on training and/or experience.

**88. Machinist/welder\***

Independently perform – if necessary based on drawings – all types of welding and/or benchwork and/or machining activities as and when required.

**89. Concrete driller specialist I\***

Independently perform activities relating to concrete drilling with all sizes and diameters of drill bits, sawing in concrete floors and walls, installing anchors for all settlement depths.

**90. Well driller II\***

Independently use drilling rigs to drill a bore hole using various conventional drilling methods with or without the use of drilling fluids and, depending on the underground layers encountered, line and finish the bore hole to form a pump pit.

**91. Piling driller foreman\***

Perform all activities as and when required and in accordance with the drawing and/or instructions, such as constructing and installing the anchors and retained load, setting up and operating the auger(s), vibrating out the pile casing, ramming the pile foot, and filling the shaft with slump concrete.

**92. Pipelayer I\***

Independently perform all activities relating to laying, connecting and repairing pipes (with the exception of welding) while also supervising and instructing other employees involved and keeping the associated administration/records up to date.

**93. Driver I\***

Be in possession of a legal driving licence with a valid Code 95, unless dispensation has been granted for this. Have a minimum of five years' experience as a professional/commercial driver. Carry out special transports using all types of vans, trucks and HGVs (including LHVs and similar), such as transporting oversize and heavy equipment/material, contaminated soil and other cargo, as well as normal loads as and when necessary. Help with loading and unloading; is responsible for the correct loading. Troubleshoot minor issues and perform daily maintenance on this vehicle in accordance with the operating instructions.

**94. Roof plumber\***

Independently perform all plumbing-related activities on roofing as and when required, including installing zinc roofing and rain gutters and downpipes.

**95. Electrician I\***

Must be in possession of high-current diploma issued by the Dutch National Institute for Vocational Education, Training and Qualification (VEV). Independently install, maintain and repair electrical systems and devices on the basis of electrical drawings.

**96. Tower crane operator\***

Independently perform activities relating to the operation of a construction crane, troubleshoot issue with the crane, carry out maintenance work and simple repairs, all in accordance with the operating instructions. Must be in possession of the legally prescribed certification of competence.

**97. Parts machinist I\***

Independently fabricate machine parts and assemblies, possibly based on drawings, using the standard metalworking machines. As and when required, overhaul/repair machines or repair constructions.

**98. Mechanic/service technician I\***

Troubleshoot any issues in the machines and/or vehicles in use at the construction company as these arise, and perform repairs and overhauls of such. As and when necessary, supervise and instruct the mechanic/service technician II.

**99. Heavy equipment operator: roadworks, earthmoving, excavation and rail works\***

Independently perform activities relating to operating and maintaining road construction, earthmoving, excavation and railway construction equipment for which special professional competence is required, based on training and/or experience. This also includes demolition and/or clean-up work with the aid of this equipment.

**100. Mobile piling rig or deep foundation equipment operator\***

Independently perform activities relating to operating and maintaining equipment for which special professional competence is required, based on training and/or experience, such as pile driving rigs that do not use an impact block, or deep foundation equipment like screw piling and bored piling units, etc.

Note: The employee who also works as a piling foreman is remunerated in line with the job as piling foreman.

**101. Mobile crane operator\***

Independently perform activities relating to operating and maintaining a mobile crane. Special professional competence is required for this position, based on training and/or experience. Troubleshoot issues and carry out minor repairs to the rig/equipment, the engine and the hydraulic, pneumatic and/or electrical systems in accordance with the operating instructions. This person is able to assess the correct and safe installation of the crane in all situations. Driving the crane public roads.

**102. Mixer\***

Independently perform all technical and supervisory activities relating to operating the mixing system of a concrete plant or asphalt plant.

**103. Bricklayer I\***

Independently carry out all types of masonry, jointing/pointing work and simple rough casting as well as make repairs to such, install or repair sewers, and repair or replace tiled floors, walls or tiled roofs.

**104. Mould maker\***

Independently carry out – based on drawings – all activities as and when these arise relating to building new moulds, formwork tables and/or frames for the factory production of precast elements for industrial construction. Also renovate, maintain and repair these moulds. The mould maker is responsible for precisely ensuring the right dimensions.

**105. Dewatering technician I\***

Independently install and drill all types of dewatering systems. Also supervise and instruct other employees involved and keep the administrative/records up to date.

**106. Scaffolder I\***

With due observance of the applicable safety regulations and operating instructions, independently assemble all types of scaffolding at any height as and when required based on drawings and/or instructions. Supervise no more than three scaffolders II (see Annex 1.2).

**107. Furnace/firebrick bricklayer\***

Carry out brickwork for or repairs to industrial and other furnaces, incinerators, kilns, etc., and produce overhang brickwork for industrial chimneys/smokestacks and boilers.

**108. Painter I\***

Perform all activities relating to regular painting, decorative painting and lettering, possibly using mechanical aids.

**109. Vessel operator\***



Operate tugs or other motorised vessels, where these vessels have a displacement tonnage of more than 25 tonnes. Supervise and ensure the correct loading of the vessel. This person is familiar with the rules and regulations for inland navigation/maritime transport.

**110. CPT operative I\***

Independently carry out CPTs using all standard equipment, and survey and gather groundwater pressure data at CPT and drilling locations.

**111. Explosives engineer I\***

Independently prepare and carry out demolition work on built structures with the aid of explosives. Arrange the supply, storage, use and removal of the materials and equipment used together with these explosives. Must be familiar with current legal regulations and comply with these. For this job, the employee must be at least 21 years old and be certified as an explosive engineer with the designation 'Buildings and tall structures' and 'underwater'.

**112. Dry stone pitching operative\***

Carry out dry stone pitching activities according to instructions and as and when required.

**113. Block paver I\***

Independently perform all activities relating to block paving. Special professional competence is required for this position, based on training and/or experience.

**114. Tiler I\***

Independently perform all specialist activities relating to tiling.

**115. Carpenter I\***

Independently construct and assemble the most common shuttering/formwork on the basis of drawings and carry out carpentry and assembly tasks as and when required, in the new build, renovation and maintenance sectors.

**116. Workshop carpenter/joiner\***

Following drawings, independently perform all carpentry/joinery activities in a carpentry workshop by hand or by machine as and when required.

**117. Steel fixer I\***

Following engineering drawings, independently carry out all rebar bending, cutting and tying activities, carry out dimensioning, and prepare bar bending schedules.

**GRADE E**

**118. Deep foundations specialist**

This employee is responsible for the day-to-day management of works in the field of deep foundations of all types, other than pile driving, either on a small project or part of a large project. Responsible for the correct performance of the work in accordance with instructions and/or regulations and/or drawings or other data and for the correct use and daily maintenance of equipment used with the particular deep foundation method. Keep work records up to date and liaise with clients and the management within the employee's company.

**119. Piling foreman\***

Works together with and supervises a crew tasked with carrying out the cast in situ piling process. Set up and move, set down and transport the rig. These activities can be carried out using a piling

rig with a vibratory hammer, mechanical ram installation (with extraction hammer or mechanical extraction block) or floating piling rig with a torque of more than 500kp-m.

**120. Deep well driller\***

Use drilling rigs to independently drill holes down to a great depth using the standard drilling systems, and finish the drilled underground layers to form a pump pit. Special professional competence is required for this position, based on training and/or experience.

**121. Mechanic/service technician specialist\***

Independently troubleshoot any issues in the machines and/or vehicles in use at the construction company as these arise, and independently perform repairs and overhauls of such. As and when necessary, supervise or instruct mechanic/service technician I and/or II. For this job, the employee must be certified as a 'GWSW service technician' [GWSW implies an understanding of urban water management systems and processes].

**122. Certified heavy equipment driver/operator\***

The driver/operators referred to in job grade D under the job numbers 96, 99, 100 and 101 who are in possession of the SBW driver/operator diploma (SBW is the Dutch foundation for vocational training in civil and hydraulic engineering) or a diploma from Bouwradius training & advice, or a diploma from SOMA college (technical vocational college for engineers).

## **Annex 1.2 Construction site employees – scaffolding installation: list of jobs**

The job descriptions below for employees working in scaffolding installation were drawn up in 2000. An asterisk (\*) after the job title means that a pre-employment health screening is required for that job. See clause 1.1 of this collective agreement.

### **GRADE A**

#### **1. Scaffolding labourer\***

Perform simple transport and other activities to support the installation of scaffolding. No special knowledge is required for this job.

### **GRADE B**

#### **2. Scaffolder III\***

Erect normal scaffolding. For this job, it is preferable that the employee have the Dutch Certificate A for scaffolding installation.

### **GRADE C**

#### **3. Scaffolder II\***

With due observance of the applicable safety regulations and operating instructions, independently assemble technically uncomplicated scaffolding based on drawings and/or instructions. Also assemble all types of scaffolding and work platforms/support structures under supervision at any height as and when required. To be allowed to perform this job, the employee must have at least one year's experience. The scaffolder trainee, scaffolding labourer and scaffolder II are responsible for/authorised to do the following:

- work safely, use the appropriate PPE, and work in an environmentally conscious manner;
- work in accordance with the procedures and instructions;
- report defects, unsafe situations, near-accidents and accidents to the immediate supervisor;
- actively cooperate with implementing improvements in all areas;
- cooperate in ensure effective team meetings.

### **GRADE D**

#### **4. Scaffolder I\***

With due observance of the applicable safety regulations and operating instructions, independently assemble all types of scaffolding at any height as and when required based on drawings and/or instructions. Supervise no more than three scaffolders II. This person is responsible for ongoing guidance and supervision. To perform this job, the employee must have the Dutch Certificate B for scaffolding installation. In close cooperation with the foreman, the scaffolder I is responsible for/authorised to do the following:

- receive oral and written instructions from the foreman;
- discuss with employees – whether own, posted or hired in from outside – the work to be performed, including the safety aspects of this work;
- arrange for the necessary materials and work instructions;
- report defects, issues, unsafe situations and such to the foreman and take appropriate corrective measures, including informing the site safety expert where appropriate;

- take preventive measures, in consultation with the foreman, to prevent defects, issues, unsafe situations and such from occurring in the future;
- in consultation with the foreman, carry out start-of-work and end-of-work checks and keep a record of the results;
- carry out the final inspections, keeping a record of the results with a sign-off by the client;
- report client complaints to the foreman and ensure that corrective measures on any identified issues are taken as soon as possible;
- keep timesheets and scaffolding registration up to date;
- actively participate in holding team meetings;
- make available the proper PPE required for the tasks.

## **GRADE E**

### **5. Foreman**

The foreman is responsible for and authorized to support the project manager in all matters at the assigned work locations. If no project manager has been appointed, the foreman will perform the tasks independently. The foreman reports to the project manager or directly to the operations manager. The employee must have gained 10 years of work experience before he/she can become a foreman. The foreman, in consultation with the project manager or independently, is responsible for/authorised to do the following:

- receive from the party that has assigned the scaffolding works schedules and oral instructions and check that this information is complete and unambiguous;
- ensure that all employees – whether own, posted or hired in from outside – are adequately trained for their task, including for the safety aspects of this work;
- provide appropriate work instructions at the work site;
- keep a record of defects, issues, unsafe situations and such and the corrective measures that have been taken, including if and when the site safety expert has been informed;
- take preventive measures to prevent defects, issues, unsafe situations and such from occurring in the future;
- carry out start-of-work and end-of-work checks and keep records of the results;
- on completion of the final inspection, deliver the scaffolding to the client, keeping a record of the results with the sign-off by the client;
- record client complaints and ensure that corrective measures on any identified issues are taken as soon as possible;
- hold team meetings in the stipulated manner and as often as stipulated;
- handle order administration at the work site;
- keep timesheets and scaffolder registration up to date;
- make available the proper PPE required for the tasks.

## **Annex 1.3 Uta employees: job structure**

### **Instructions**

Step 1: Determine which are the most important activities that regularly occur in this job.

Step 2: Select the corresponding job ladder for the job being classified.

Step 3: Read the information concerning this job ladder thoroughly.

Step 4: Find the level in this job ladder that most closely matches the job being classified.

Step 5: Make sure that the characteristics relating to the higher step are clearly higher and that those for the lower step are also clearly lower than the level of the relevant job.

- Note 1: If steps 4 and 5 do not produce a satisfactory result, check whether this is a combined job and, if so, split this job into its components and complete steps 4 and 5 for the separate parts. In such a case, the highest step counts as the job grade, provided that the activities at this highest level are performed for more than 20% of the time.
- Note 2: No separate job grade is distinguished for employees in training: these employees are temporarily classified one step lower than the job for which they are in training.

Step 6: Assign a salary that fits within the specified thresholds.

Step 7: Inform the employee, HR/payroll and benefits administration, and your manager of your decision.

### **Further explanation**

Various designations are used in the job ladders to indicate the size of the company or the projects it carries out. This size is an indication of how management is being carried out and/or what is being managed. It is therefore not a matter of ten employees more or less; this will also become apparent when using the job ladders.

Three company sizes are distinguished:

- small company: company/operating company with no more than 25 employees working on the projects;
- medium-sized company: company/operating company with between 25 and 100 employees working on the projects, or a group with one or more operating companies of this size;
- large company: a group with usually more than one operating company, of which one or more operating companies have more than 100 employees working on the projects.

The number of 'employees working on the projects' means the average construction staffing over the year, including the staff of third parties, such as subcontractors, fitters, etc.

Four project sizes are distinguished:

- small construction/road construction projects, with about 10 employees working on the project;
- medium-sized construction/road building projects, with about 20 employees working on the project;
- large residential or road building projects or medium-sized non-residential construction projects, with between 20 and 100 employees working on the project;

- large non-residential construction projects, with more than 100 employees working on the project.

'Indirect & contingency costs' and in job ladder 4 (Costing) means all indirect and contingency costs like, for example, costs associated with setting up the construction site, use of construction cranes, construction and support services staff on the construction site, reservation for risks, profits and other commercial costs, and general (overhead) costs relating to central services and the office.

The levels in the job ladders are based on the Berenschot USF'78 job grading system.

An asterisk (\*) after the job title means that a pre-employment health screening is required for that job. See clause 1.1 of this collective agreement.

### Job grade matrix

The job grade matrix shows the job ladders and the possible grades for each ladder.

job ladders	job grade					
	1	2	3	4	5	6
1. Execution*			•	•	•	•
2. Planning & Control		•	•	•	•	•
3. Planning Engineering			•	•	•	•
4. Costing		•	•	•	•	•
5. Plan Development, Construction Office, and Drafting/Drawing Office			•	•	•	•
6. Marketing, Sales				•	•	•
7. Procurement			•	•	•	•
8. Fleet, equipment and materials management	•	•	•	•	•	•
9. Fleet and equipment maintenance		•	•	•	•	
10. Quality control for asphalt and/or concrete		•	•	•	•	•
11. General administration		•	•	•	•	•
12. Project administration		•	•	•	•	
13. Payroll & benefits administration			•	•	•	•
14. Accounting	•	•	•	•	•	•
15. Automated administration	•	•	•	•	•	•
16. Computer operation/IT		•	•	•	•	•
17. Programming and systems analysis				•	•	•
18. Human Resources			•	•	•	•
19. Executive Assistant's Office	•	•	•	•	•	
20. Word processing	•	•	•	•		
21. Reprographics	•	•	•	•	•	
22. Reception, phone, telex		•	•			
23. Internal Services	•	•	•	•	•	•
24. Quality, health & safety and the environment				•	•	
25. Dimensioning				•		

## **Job ladders**

### **Job ladder 1 Execution\***

#### Job grade characteristics

- 6 Manages, via a number of supervisors and/or foremen, the execution of one or more medium-sized construction/roadworks projects or part of a large project with approximately 25 employees working on site (for tightly programmed construction workflows, up to 50 employees). Mainly liaises with suppliers, subcontractors and site supervisor(s). May be assisted by an assistant supervisor or assistant to help with matters like site organisation, dimensioning and project administration for example.
- 5 Manages the execution of small construction/roadworks projects or parts or phases of large projects involving fewer than 20 employees. Requisitions material; purchases smaller quantities/amounts directly. Personally monitors project progress and costs. Attends construction project meetings to assist senior site-based staff. In consultation with the management, signs contracts for maintenance and minor renovations with parties on the local market.
- 4 Manages, possibly via a working foreman, a crew of up to 9 skilled workers charged with the completion of one or several small projects/subprojects. Occasionally, in consultation with the management, signs minor contracts with parties on the local market and arranges staff facilities at the site. For roadwork projects, arranges dimensioning and marking or measuring of buildings and sites. Passes the measurement data on to the Costing department. Assists the lead on-site supervisory staff on large projects.
- 3 On small and medium-sized projects, assists the supervisors with the day-to-day activities relating to the site organisation, helps with dimensioning, provides administrative assistance, monitors the progress of the work, etc.
- 2
- 1



## **Job ladder 2 Planning & Control**

### **Job grade characteristics**

- 6 Manages a planning & control department with 5 to 10 employees charged with planning engineering and costing for example, and possibly with procurement for mainly medium-sized non-residential construction projects, or planning engineering for large residential or roadworks projects for example.
- 5 Manages a planning & control department with a few employees who carry out planning engineering and/or costing work for medium-sized construction/roadworks projects, with a maximum of 100 employees working on the projects. Arranges the progress and cost monitoring process at the start of a project. In consultation with senior commercial staff, visits clients/potential clients to acquire small and medium-sized projects involving mainly technical aspects. Carries out price negotiations with clients. Occasionally purchases materials or carries out occupational studies, and advises management with regard to working methods, construction systems, etc. Also monitors construction costs and initiates adjustments.
- 4 Provides specialist assistance based on training or extensive experience in the preparation and implementation of large/medium-sized projects; makes specialist contributions in various areas like costing, network planning, special architectural drawings (such as tunnel formwork), site design, and progress and cost monitoring for example.
- 3 Assists with costing, calculation or planning engineering, such as calculating contract variations, requesting or ordering materials, drawing up detailed estimates based on specifications and drawings, project administration and transport planning. For example, is charged with coordinating dimensioning of recesses/openings on drawings, or checks activities based on a scenario.
- 2 Draws charts and diagrams, codes timesheets and the like, and provides assistance as and when requested by his or her manager.
- 1

PM: See also Planning Engineering and Costing

### **Job ladder 3 Planning Engineering\***

#### Job grade characteristics

- 6 Manages a department with 5 to 10 employees (sometimes combined with Costing) to set up and keep up-to-date of the overall plan and the derived sub-plans and capacity allocation plans for large construction projects. Determines the current costs of the project. Sees that the relevant project managers are notified of any changes in the plan and provides alternatives for adjusting the plan. Investigates alternative construction methods.
- 5 Sets up the project monitoring system at the start of projects and then assigns the actual monitoring to one or more assistants. Based on the timetable, reports on the progress and costs for medium-sized to large projects. Identifies problems. Investigates alternative working methods. Draws up the man-hour budget, equipment plan, site layout plan for monitoring subcontractors, etc.
- 4 Provides (sometimes supported by one assistant) planning engineering for major projects. Is seconded to the project for this purpose. Provides planning and progress reporting or cost control. Draws up schedules and man-hour budgets for small projects. Reports on the status of the works and deliveries to the management; occasionally handles some of the material orders and the costing or project administration.
- 3 Draws up a Gantt chart for a small or medium-sized construction project according to directions from his or her manager and/or the senior site-based staff. Codes timesheets for computer processing. Sets up invoice cycles based on the available information. Creates detail drawings, including door and window detail drawings, on instruction.
- 2
- 1

PM: See also Planning & Control and Costing

## Job ladder 4 Costing

### Job grade characteristics

- 6 In consultation with those responsible for commercial affairs, determines the valuation of indirect/contingency cost items in the pre-tender estimate. Carries out price negotiations as and when instructed by senior management or operations management. Manages 5 to 10 employees from Costing, Planning Engineering and possibly Procurement. Estimates project operating expenses for residential build & sell projects.
- 5 Consults with the architect and/or builder about alternative construction methods. Determines the indirect and contingency costs\* for the purpose of the estimate. Determines the direct costs. Makes decisions concerning adjustments to the costing formulas. Arranges the supply of materials and services with suppliers and subcontractors, and negotiates discounts on the price. Possibly manages several project costing specialists. Estimates project operating expenses for projects to be carried out on behalf of project developers.
- 4 Draws up budget lines, weighing up alternative working methods. Prices the items for the bills of quantities. Draws up cost estimates for elements/components based on an overall design. Explores possible adjustments to the costing formulas on instruction. Draws up methods for handling contract variations. Requests quotations from suppliers and subcontractors. Attends information or instructional meetings for small and medium-sized projects to gain more information on specifications and drawings. Draws up formulas for small projects based on extensive experience. Occasionally carries out additional tasks in the area of planning engineering and/or administration. If necessary, supervises the activities of one or more assistants.
- 3 Calculates the material quantities based on specifications and drawings. Prepares standard budget lines using formulas. Fills in contingency costs insofar as these are standard costs.
- 2 Makes actual-cost calculations for projects based on the statements and records filed. Requests quotations for materials or rental equipment and additional services from suppliers.
- 1

PM: See also Planning & Control and Planning Engineering.

\*See Further explanation the introduction to this Annex

## **Job ladder 5 Plan Development, Construction Office, and Drafting/Drawing Office**

### Job grade characteristics

- 6 Draws up development plans in the context of expansion plans or the design of non-residential buildings. Designs and draws up calculations for concrete and steel structures. Coordinates the contributions of third parties and sees that technical installations, for example, are integrated in the design of the building. Meets with representatives of government agencies to arrange permits and such, and with the client to discuss the nature of the design. Manages a number of draughtsmen and design engineers.
- 5 Supervises and participates in the development of designs for residential and small non-residential projects. Personally produces preliminary (sketch) designs and instructions. Draws up the technical specifications. Discusses the design with the client and the design engineer and attends the construction team meetings. Handles the concrete and steel drawing and calculation work for small residential and non-residential projects.
- 4 Develops geometric form drawings with main dimensions into detail drawings. Produces specifications and drawings for renovations, residential projects or production facilities on instruction. Produces drawings for steel structures and items embedded in concrete components for this and carries out the necessary calculations.
- 3 Produces geometric form drawings for the design engineer or for formwork drawings. Produces simple detail drawings and working drawings, dimensioning plans, door and window detail drawings, etc. on instruction.
- 2
- 1

## Job ladder 6 Marketing & Sales

### Job grade characteristics

- 6 Provides technical and/or financial support for sales activities. Meets with potential clients and their consultants to discuss the feasibility of their wishes. After internal consultation, draws up a price estimate or provides technical solutions for architectural engineering problems. Guides the start of the design process and calls in Costing. Personally sells small to medium-sized projects involving mainly technical aspects, such as roadworks and plant extensions.
- 5 Provides a technical and/or costing contribution for sales calls. Provides technical solutions for architectural engineering problems and insight into the cost consequences. Assesses the technical and financial feasibility of change proposals. Contributes to market research by summarising and analysing research results. Handles a part of the questionnaires for selection procedures for bringing together construction teams. Presents the possibilities of the company to interested parties.
- 4 Manages files with information about the company, completed projects and about the market. Updates these files based on information from internal sources and trade literature in particular. Creates lists and overviews for sales promotion purposes. On request, provides information about the company and about current and completed projects. In consultation with the management/senior commercial staff, sells small-scale renovations, extensions, small-scale restorations, etc.
- 3
- 2
- 1

PM: See also General administration

## **Job ladder 7 Procurement**

### Job grade characteristics

- 6 Together with an assistant, handles the sourcing and procurement of building materials, equipment and services from third parties for a medium-sized company or part of a large company. Arranges requests for quotation. After internal consultation, concludes annual contracts for extensive/sizeable deliveries of certain building materials (reinforcing bars, etc.). Conducts price negotiations and arranges orders and assignments for suppliers and subcontractors.
- 5 Purchases tools, finishing materials and office supplies. Acquires options on sand extraction for possible road construction projects to be carried out. Liaises with suppliers. Consults with the management/senior commercial staff on the delivery conditions to be negotiated and about the choice of supplier. Collects and processes not-directly accessible market information.
- 4 Purchases building materials and equipment as instructed by his or her superior. Liaises frequently with suppliers to discuss prices and delivery dates. Provides price information to costing specialists, arranges for the provision of material samples, and consults with Execution about quantities and delivery times.
- 3 Calls off materials based on master/call-off contracts. Purchases small quantities of materials using price lists and quotes from suppliers to replenish warehouse stocks. Handles the associated administration.
- 2
- 1

PM: See also General Administration

## **Job ladder 8 Fleet, equipment and materials management**

### **Job grade characteristics**

- 6 Coordinates the deployment of drivers/operators. Manages maintenance personnel who carry out maintenance on the vehicles and equipment in a workshop, in the equipment yard, or on the construction site. Supervises the deployment of vehicles and equipment and drivers/operators. Monitors maintenance costs and monitors and reports on the status of the equipment. Advises on the purchase of new or replacement of equipment. Outsources specialist maintenance to third parties.
- 5 Arranges the deployment of equipment and drivers/operators on one or more medium to large construction/roadworks projects. Arranges the hiring and rental of heavy equipment with third parties and determines the rental prices based on guidelines. Advises on the arrangement of the construction site, use of equipment, acquisition, disposal and development of equipment. Monitors energy consumption, depreciation of equipment, and equipment costs per project. Supervises any assistants.
- 4 Processes equipment requests. Draws up schedules for deployment of equipment and transport of materials (asphalt, concrete, elements, etc.). Arranges hiring of equipment and transport facilities for third parties. Provides information about equipment rental. Arranges repairs and preventive maintenance, keeping relatively simple records for this purpose. Supervises assistants where necessary.
- 3 Manages a small construction warehouse. Provides administrative stock control, and orders consumables and auxiliary equipment. Supervises the activities of one warehouse employee or takes care of the storage and removal of equipment and materials with a team of site personnel. Arranges the loading of the trucks in accordance with loading and transport schedules. Ensures an efficient layout of the site and safe and secure storage. Ensures that necessary maintenance is carried out, as well as simple repairs on equipment. Performs some simple administrative tasks.
- 2 Handles the distribution of parts, materials and/or tools. Checks the incoming goods and materials and determines when stocks need to be replenished. Ensures an efficient layout and storage in the warehouse/stockroom and keeps a simple warehouse/stockroom administration.
- 1 Assists with unpacking, checking, counting, sorting, coding, storage and distribution of goods in the warehouse, as well as with preparing for shipment, and loading and unloading vehicles.



## **Job ladder 9 Fleet and equipment maintenance**

### Job grade characteristics

6

- 5 Manages a group of (around 10) maintenance employees who work in a workshop, in the equipment yard, or on the construction site. Supervises the maintenance of vehicles and equipment like, for example, construction cranes, road construction machinery, asphalt paving equipment, and HGVs. Subcontracts and monitors some of the work.
- 4 Supervises a number of employees and is also directly involved in the maintenance of equipment on the construction site, on the equipment yard, or in the workshop. Possibly also subcontracts maintenance work. Purchases parts, consumables and auxiliary materials according to guidelines. Handles planning engineering and assigns work to the employees. Based on extensive training and/or long experience, carries out maintenance and assembly work of every kind, or part of the specialised maintenance on, for example, cranes, road construction machinery and trucks.
- 3 On instruction, performs all kinds of professional maintenance and assembly work on construction/roadworks equipment.
- 2 Assists the mechanics/technicians in the maintenance of construction/roadworks equipment. Carries out simple disassembly assignments. Keeps equipment and machinery lubricated. Fixes minor mechanical faults. Replaces parts, etc.

1

## **Job ladder 10 Quality control of asphalt and/or concrete**

### **Job grade characteristics**

- 6 Manages concrete or asphalt production employees and oversees a quality control laboratory (5 to 10 employees in total). Develops formulas and organises the quality control of raw materials and semi-finished products. Manages the equipment in the plant and laboratory. Selects the raw material suppliers and negotiates terms and conditions of supply with them.
- 5 Manages a quality control laboratory (with approximately 5 employees) for asphalt and/or concrete. Establishes the quality standards and determines the sampling & testing procedures. Mixes asphalt mixtures according to formula or on the basis of specifications and tests these mixtures to determine whether they meet the specified requirements. Liaises with external materials experts and client experts on matters relating to the components. Advises management in this area.
- 4 Carries out the full spectrum of laboratory research into the quality and composition of raw materials and semi-finished products, as well as testing of core samples of end products. Supervises the activities of several assistants. Reports the findings to the interested parties via the head of quality control. Gives the formulas to the plant. Orders raw materials via the master/call-off contract.
- 3 Using established procedures, carries out tests on raw materials and finished products of asphalt and/or concrete. Analyses test results and, based on guidelines, gives advice on approval or rejection of raw materials, adjustments to the formulas, and conditions in the production process.
- 2 Assists in investigating the quality and composition of raw materials, semi-finished products and finished products, such as taking and transporting material samples, and, on instruction, preparing and carrying out simple tests.

1

## **Job ladder 11 General administration**

### **Job grade characteristics**

- 6 Oversees administrative activities, such as production administration, risk settlement, invoice control, etc., divided over departments with a total of 10 to 20 employees. Monitors these administrative procedures and, in consultation, introduces innovations. Has overviews drawn up for each project, analyses and assesses these, and reports the findings to the management.
- 5 Manages a maximum of 10 employees charged with cost and/or time control, calculating the actual cost of projects, or procurement administration. Determines and records the procedures to be followed. Checks and analyses the data, proposes solutions for identified administrative issues. Advises on the submission of quotations and the choice of suppliers. Assists with price negotiations. Monitors contractual price adjustments (in accordance with price adjustment mechanisms).
- 4 Checks the administrative work of others. Creates and analyses data summaries. Identifies and reports deviations from the budget, schedule, etc. and explains the reasons for these. Contacts the relevant internal or external party to check on administrative differences or ambiguities. Draws up requests for quotation/proposal. Monitors the delivery times. Establishes and maintains contact with the supplier. Handles damage reports, user complaints, legal matters and suchlike according to guidelines. Reports problematic cases/situations to the manager.
- 3 Collects and processes administrative data according to set procedures for registrations or periodic overviews. Checks administrative data by means of internal comparison, requests for information from external parties, calculations, etc. Breaks down or compiles data using various set categories. Drafts simple correspondence, performs a variety of typing tasks, checks stocks, budgets, etc. and reports deviations.
- 2 Checks invoices against POs, delivery notes, etc. Adds up amounts. Codes invoices, receipts and the like as prescribed. Enters changes in the records. Types out correspondence based on draft versions and files invoices and correspondence.
- 1

PM: See also Project administration, Payroll & benefits administration, Accounting & Bookkeeping, and Automated administration

## **Job ladder 12 Project administration**

### Job grade characteristics

6

5 Sets up the project administration at the start of medium-sized and large projects. Manages a maximum of 10 employees charged with project administration. Periodically prepares financial statements for each project and discusses these at regular intervals with the project management. Checks wage calculations, invoicing, contractual price adjustments, contract variations, etc.

4 Administers work in progress according to the regulations and procedures. Collects data for actual-cost calculations, determines the progress/status of the work, and reports deviations from the budget. Periodically prepares, in the prescribed manner and for each project, a cost overview that also includes contract variations and contractual price adjustments, in preparation for the automatic administration or manual accounting of the data. Carries out final checks on invoices prior to submitting these for payment.

3 Processes the material and equipment requisition forms, timesheets and such for the purpose of preparing the weekly reports and periodic overviews. Calculates wages on the basis of timesheets, sick leave reports, etc. Types out minutes of meetings and account settlement statements. Checks invoices against computer lists and inquires with the supplier when discrepancies are found.

2 Collects receipts, invoices and suchlike and checks these by adding up and comparing amounts; inquires inside the company about discrepancies.

1

PM: See also General administration, Payroll & benefits administration, Accounting & Bookkeeping, and Automated administration

## Job ladder 13 Payroll & benefits administration

### Job grade characteristics

- 6 Oversees the payroll & benefits administration. Develops guidelines for the application of the collective agreement. Draws up arrangements relating to employment benefits. Carries out the preparatory work for talks with the trade unions, in the event of reorganisations or mergers for example. Prepares the part of the annual social report concerning the company figures. Liaises with social agencies, computer centres, etc.
- 5 Handles the payroll & benefits administration together with an assistant. Processes changes in the personnel files. Calculates changes to an employee's pay in response to changes in the personnel file. Enters changes in the basic data of the computer input. Passes on information to the industrial insurance board, the computer centre, etc. Verifies the computer output. Checks payments. Creates and/or verifies the relevant journal entries for the general ledger. Creates lists and overviews of payroll/benefits-related figures. Handles employees complaints relating to pay, occasionally serving the part of an HR officer; handles various personnel issues or directs these to external agencies, management or the board. Assists in filing tax returns. Assists in recruiting construction site employees.
- 4 Collects time data from the projects. Carries out certain parts of the personnel and/or payroll & benefits administration. Creates the relevant journal entries for the general ledger. Sets up files; makes payroll calculations. Passes on sick leave notifications. Handles pay-related complaints or directs these to the appropriate party. Liaises with a computer centre on business matters. Manages a petty cash account.
- 3 Collects, codes and processes timesheets and calculates wages under the collective agreement. Carries out various secretarial and administrative tasks to assist staff in the department or on the projects.
- 2
- 1

PM: See also General administration, Project administration, Accounting & Bookkeeping and Automated administration

## **Job ladder 14 Accounting & Bookkeeping**

### **Job grade characteristics**

6. Oversees the slightly or non-automated accounting and administration affairs with 10 to 20 employees from Accounting and Payroll administration, and sometimes Project administration, Internal Services and other departments. Personally handles complex and/or confidential matters, such as payroll and reviewing and improving procedures. Handles problems with payments, reconciliation of accounts, and the valuation of assets based on guidelines, etc. Explains matters to the management and external auditor through his or her superior. Checks the withholding of contributions and taxes. Prepares the periodic balance sheet and profit and loss account. Monitors and reports on cost and liquidity development. Harmonises the reporting of several small operating companies.
- 5 Carries out the accounting work for a small construction company or small operating companies; may be supported in this by assistants. Handles payroll & benefits administration and wage/salary payment. Maintains the separate ledgers and sub-accounts, including the sales ledger, purchase ledger, petty cash account, and banking/giro records. Maintains the general ledger. Draws up regular liquidity reports for the board. Manages the petty cash account. Liaises with clients, suppliers, social institutions, etc. Explains the content of the annual accounts to the board and the auditor.
- 4 Oversees a specific part of the accounts involving routine work, performed by 5 to 10 employees. Checks the accounts. Personally handles problem cases and liaises with clients and suppliers for example. Draws up overviews and knows how to explain these to others. Performs tasks and maintains records in line with the legal requirements, such as withholding contributions and keeping records of sickness absence. Possibly handles all the accounting for small work entities, such as a carpentry & joinery workshop or asphalt or concrete paving company.
- 3 Supervises and helps to maintain the separate ledgers and sub-accounts (petty cash account, banking/giro records, sales ledger, and purchase ledger). Rectifies incorrect or incomplete data, where necessary contacting clients, suppliers or others to verify payment details or other information; requests assistance where issues arise in this regard. Makes payroll calculations. Draws up specifications and complex invoices.
- 2 Sorts, breaks down and codes invoice amounts in accordance with the chart of accounts. Breaks down costs by cost category and cost centre, all according to precise regulations. Makes/verifies entries in the separate ledgers and general ledger. Checks sums, and corrects posting discrepancies after internal verification. Requests assistance in problem cases.
- 1 Sorts and codes invoices, checks the invoices against POs, delivery notes, etc.

PM: See also General administration, Project administration, Payroll & benefits administration and Automated administration

## **Job ladder 15 Automated administration**

### **Job grade characteristics**

- 6 Manages a maximum of 10 employees who carry out automated accounting, using standard software for project administration, accounting, stock management, budget control, etc. Provides all financial reporting for a medium-sized company. Brings the internal information procedures and working arrangements in line with the system in consultation with the supplier, or outsources the computer processing to an IT support service provider. Maintains and improves computer programs using department staff and makes an important contribution to system analyses.
- 5 Carries out, possibly with a few assistants and a mini-computer, all accounting for a small company or an operating company, or a large sub-account, such as project administration, for a medium-sized to large company, or outsources such functions to an IT support service provider. Personally carries out data analyses and explains the annual accounts, for example. Liaises with the IT support service provider, suppliers, clients and others. Manages a petty cash account.
- 4 Manages 10 to 20 data entry operators. Provides the working arrangements and sees that the processing costs are passed on to the computer users. Handles user issues. Sets the parameters for new applications. Sees that various non-precoded information is entered into the electronic accounting records, like the complete accounting, for example, the personnel and/or payroll & benefits administration, etc. Reviews the output for deficiencies or errors in consultation with the computer centre or IT support service provider.
- 3 Distributes the work among the data entry operators and assists them when they encounter any operating problems. Reviews the output for deficiencies or errors and corrects any found, including intervening via a control screen. Monitors production flow and ensures on-time delivery. Assists when system faults or issues arise.
- 2 Enters coded data and control data according to established procedures. Carries out checks and rectifies errors or reports problems. Assists with task delegation. Assists when system faults or issues arise. As a change, occasionally carries out various sorting and control tasks in administrative departments.
- 1 Enters coded and standardised data via a terminal with monitor.

PM: See also General administration, Project administration, Payroll & benefits administration and Accounting & Bookkeeping

## **Job ladder 16 Computer operation/IT**

### **Job grade characteristics**

- 6 Manages a small computer centre, including the hardware and software, with a maximum of 10 employees. Purchases hardware and software based on approved automation plans. Reports recurring faults to the supplier and discusses ways to prevent these. Develops procedures for system use and security, files, etc. Provides training for operators.
- 5 Manages a team of about five computer operators. Determines the work sequence and process on the basis of priorities, and ensures optimal use of the computer and peripherals. Personally interfaces with the control processor for non-routine processes. Addresses incidents and faults with stakeholders and suppliers. Reports recurring or persistent issues. Ensures that the equipment is properly maintained and that the team provides good service.
- 4 Supervises and helps to operate a medium-sized computer system along with a few operators. Intervenes when faults or issues arise and tries to remedy these. Reports ongoing system disruptions or shutdowns to the management and the supplier. Provides the working arrangement on the computer. Consults with users as and when processing delays occur. Maintains the staff availability calendar. Handles cost allocations.
- 3 Operates computer equipment, both peripherals and the central processor, as and when requested. Secures equipment and data when disruptions arise. Reports issues.
- 2 Assists in operating computer peripherals. Refills continuous forms. Sorts output and prepares it for sending.
- 1



## **Job ladder 17 Programming and systems analysis**

### Job grade characteristics

- 6 Manages the systems analysis activities for automation projects and on occasion serves as a project manager or information analyst. Coordinates keeping the entire software file up to date. Provides guidelines for technical system design and system specifications to ensure inter-compatibility and alignment of the subsystems and an optimal process flow. Oversees the testing and introduction of new parts of the system. Ensures accessibility and security of the information. Develops procedures for using the system.
- 5 In collaboration with an information analyst, establishes the information requirement, creates a system design with specifications, embeds procedures, controls, etc. Manages the programming of system designs and coordinates software updates. Guides system tests, identifies causes of failures or errors, and coordinates such assistance during implementation.
- 4 Sets up computer programs in one of the programming languages on the basis of flow charts or specifications. Tests programs and locates errors and bugs; makes improvements. Makes an occasional modification in machine language. Gathers and records program documentation and assists in the introduction of new parts of the system.

3

2

1

## **Job ladder 18 Human Resources**

### Job grade characteristics

- 6 Handles recruitment & selection, orientation/onboarding, and training of managerial staff and/or employees subject to the collective agreement. Advises employees on personal issues or refers them to the appropriate party in the company or to an external agency. Develops guidelines in consultation, for example regarding replacements during sickness absence, annual leave or other leave, or with regard to safety on the construction site.
- 5 In consultation with the management, provides training for managerial staff and staff subject to the collective agreement. Collects information about external training courses, workshops and such, liaises with educational and training institutions, checks subsidy options, monitors a training and development budget, and advises interested parties on study options.
- 4 Operates an employment record-keeping system and maintains a correspondence archive. Collects and processes all kinds of personnel data in preparation for drawing up staff policy, annual social reports, etc. Passes personnel data on to authorised internal parties and external authorities, handles external correspondence, and supervises the work of a few assistants.
- 3 Assists with employment record keeping/correspondence filing in an HR department, handling confidential information in this context. Types out correspondence based on draft versions. Greets visitors and directs them to the right person or place.
- 2
- 1

PM: See also Payroll & benefits administration

## **Job ladder 19 Executive Assistant's Office**

### Job grade characteristics

6

- 5 Provides administrative support /secretarial services to the board. Handles confidential correspondence. As and when needed, handles part of the payroll & benefits administration, makes appointments, selects information and screens visitors, where appropriate directing inquiries to another person or department. Keeps and distributes the minutes of the board meetings and monitors the action list for the decisions adopted. Keeps the board records. Supervises one or more administrative assistants where necessary.
- 4 Provides administrative support/secretarial services to the board or a department or department head. Manages calendars, draws up action lists for the arrangements agreed during meetings and monitors these. Keeps minutes of meetings and records correspondence in shorthand, writing this out in full later; this may be in a commonly spoken foreign language too when required. Maintains an archive and possibly an office supplies stockroom. May possible be responsible for some other duties in the department.
- 3 Handles general and confidential typing work (e.g. staff information), including in commonly spoken foreign languages. Manages a small archive room or office supplies stockroom. Manages calendars, draws up action lists for the arrangements agreed during meetings and informs the relevant party of the assigned task(s). Maintains a list of key contacts and their details. Possibly performs a few administrative tasks, checking information from various sources for the purpose of comparison. Serves as receptionist (in person and on the phone) for many foreign contacts.
- 2 Performs a wide variety of typing work in Dutch; operates the telex; handles incoming and outgoing mail; operates a switchboard; greets visitors and directs them to the right person or place. Maintains a correspondence archive as and when required. Enters various information into the computer via the terminal as and when required. Makes photocopies.
- 1 Types invoices using lists, enters series of numbers into computer via a terminal, distributes the post.

## **Job ladder 20 Word processing**

Job grade characteristics

6

5

- 4 Oversees around 10 employees who carry out the word processing activities. Provides the working arrangements and instructions. Helps to check the work prior to distribution. Orders equipment and consumables and arranges maintenance. Sees that the employees are trained. Knows how to program modern word processing devices.
- 3 Provides typed/print copies of confidential documents and/or typed/print copies of documents in common foreign languages. Supervises new typists/word processing operators. Checks the work produced. Knows how to use modern word processing equipment and instructs others in its use.
- 2 Types Dutch and one of the commonly spoken foreign languages from a draft version; types tables, forms, correspondence, etc. Can work with a dictaphone and modern word processing equipment.
- 1 Types Dutch from a draft version and makes correction to this as and when instructed.

## **Job ladder 21 Reprographics**

### Job grade characteristics

6

- 5 Manages a large reprographics department with 5 to 10 employees tasked with reproducing drawings, producing offset prints and photocopies, and performing a variety of finishing activities. Handles the work preparation and progress control, solves technical issues with full colour printing, equipment malfunctions, etc. Liaises with suppliers and manages the stores of the various materials and consumables.
- 4 Manages a total of approximately 5 employees in reprographics, the post room and office supplies stockroom. Provides on-time delivery of materials and equipment maintenance or personally carries out in-house full colour offset printing. Personally produces the plates, selects the colours and materials, advises on combinations, troubleshoots and fixes simple problems with the equipment.
- 3 Supervises and helps with printing blueprints, photocopying and stencil work. Manages the equipment. Personally troubleshoots and fixes minor problems with the equipment. Contacts the supplier when needed. Ensures that the right levels of stocks are maintained. Sees to the proper distribution of photocopies and filing of originals.
- 2 Operates the offset press for in-house printing or the photocopier(s); performs finishing work. Also carries out maintenance and minor repairs to the equipment as and when instructed. Files originals, issues office supplies, reports the stock levels to his or her manager.
- 1 Personally handles printing blueprints, photocopying, stencil work and such using various equipment. Refills the consumables (paper, ink, etc.) when directed or as required. Carries out finishing work on blueprints by manual cutting, stapling, etc.

## **Job ladder 22 Reception, phone, telex**

Job grade characteristics

6

5

4

3 Operates the switchboard, telex, tele-tracking equipment and such, possibly also in commonly spoken foreign languages on the basis of scenarios. Greets visitor and directs them to the right person or place. Books meeting rooms, passes on messages or performs other related tasks, such as operating a small petty cash account, managing office supplies, etc.

2 Operates a switchboard and greets visitors and directs them to the right person or place. Is able to speak one or more of the commonly spoken foreign languages.

1

## Job ladder 23 Internal Services

### Job grade characteristics

- 6 Manages the Internal Services department with a maximum of 50 employees, divided among, for example, building management & maintenance, reprographics, the post room, stockroom, reception, telephone, word processing, and foodservice & catering (cafeteria, canteen, etc.). Acts as coordinator, responsible for the implementation of internal relocations and renovations. Purchases office furniture and equipment in consultation with the relevant parties in the company. Liaises with suppliers and the commercial cleaners. Coordinates the various working agreements and procedures of the departments within Internal Services and records this in departmental regulations.
- 5 Manages the Internal Services department with a maximum of 30 employees, divided among, for example, building management & maintenance, reprographics, the post room, stockroom, reception, telephone, and foodservice & catering. Organises internal relocations; purchases office furniture, equipment, supplies, etc. in consultation with the relevant parties in the company. Makes delivery agreements with suppliers, liaises with service providers like commercial cleaners for example, all this in consultation with Procurement or the Board, or manages a department in the Internal Service with approximately 10 trained professionals, such as an in-house printing service, systems service & maintenance, and the garage.
- 4 Carries out specialised technical maintenance on building systems like lifts, escalators and HVAC. Is assisted in this by one or more employees, or is in charge of a number of departments within Internal Services, with approximately 10 employees in foodservice & catering, reception, switchboard, reprographics, etc., or is in charge of such a department under a larger internal services division.
- 3 Performs professional maintenance work, such as carpentry, masonry, plastering, benchwork, welding or construction work. Maintains equipment and electrical systems in accordance with the manufacturer's instructions. Replaces parts and carries out minor repairs to equipment and systems or to damaged office furniture. Manages combined departments with, for example, the post room, food & catering and stockroom, with a maximum of 10 employees.
- 2 Carries out maintenance work, such as changing the oil, fixing minor mechanical failures, replacing parts in appliances, painting. Moves interior walls, furnishes meeting rooms, arranges internal relocations, etc. Manages a canteen or similar, purchases ingredients, collects payments for meals sold. Manages a post room. Transports goods and documents in a car or delivery van. Handles the distribution of office supplies from the stockroom.
- 1 Performs simple maintenance tasks like changing light bulbs, cleaning equipment, keeping the cafeteria/canteen, hallways and stairs clean. Prepares and serves coffee and tea in the offices/meeting rooms and cafeteria/canteen, etc. Prepares simple dishes such as soup and deep-fried snacks. Carries out post delivery rounds and prepares outgoing mail for dispatch.

## **Job ladder 24 Quality, Safety& Health and Environment (QSHE)**

### Job grade characteristics

6

5 Sets up, manages and maintains management systems in the field of quality and/or workplace health & safety and/or the environment. Coordinates activities in these areas. Is responsible for drawing up the annual plan and annual report for QSHE and/or health & safety and/or environmental care. Monitors the implementation of the annual plan. Records and analyses accidents, near misses and risks and takes action accordingly. Liaises with experts and supervises audits in the relevant areas. Provides advice (solicited and unsolicited) to the Board, directors and managers. Manages employees as and when required.

4 Manages and maintains management systems in the field of quality and/or workplace health & safety and/or the environment. Coordinates activities in these areas within the entity. Helps to draw up the annual plan and annual report for QSHE and/or health & safety and/or environmental care. Monitors the implementation of the annual plan at entity level. Registers and analyses accidents, near misses and risks. Forwards the findings to the health & safety coordinator and takes action accordingly. Liaises with experts and supervises audits in the relevant areas. Provides advice (solicited and unsolicited) to the Board, directors and managers.

3

2

1



## **Job Ladder 25 Dimensioning**

Job grade characteristics

6

5

4 Independently carries out dimensioning work for construction projects. Based on print and/or digital working drawings and using the total station, draws up the piling layout plan for the foundation and a coordinate system for the various storeys. Verifies the information and reports any discrepancies to the site supervisor.

3

2

1

## Annex 2. Sample contract of employment: standard provisions

1. ...., hereinafter referred to as 'the employer', and  
2. ...., hereinafter referred to as 'the employee',  
declare that they have concluded a contract of employment under which the employee states that he/she will be employed by the employer starting from ..... and, as such, will carry out work for the employer from that date.

This contract of employment is subject to the provisions of the Collective Agreement for the Construction & Infrastructure Sector, hereinafter called 'the collective agreement'.

This is a .....<sup>1</sup> contract of employment.

The employee will hold the position of .....

This job falls under the ..... job grade/job ladder

([If applicable] The probationary period is for ..... .)

The guaranteed wage/salary for this position is €XX.00 (gross).

The fixed contracted wage for the construction site employee is €XX.00 (gross) per ..... and comprises the following:

- a. the guaranteed wage as stated above;
- b. where agreed, the performance bonus as set out in clause 4.6 of the collective agreement, i.e.: €XX.00 (gross) per ..... for .....<sup>2</sup>

The working hours are on average ..... hours per work week and on average ..... hours per day, measured over a period of 13 weeks. The working hours and rest periods will be set out in a work schedule.

[If a pre-employment health screening as referred to in clause 1.1 of the collective agreement is required for this position, the following passage must be included in the employment contract:]

'The employment contract is entered into under the resolutive condition that the employee be issued a declaration of medical fitness, as referred to in clause 1.1.4 of the collective agreement. If the employer has not yet received said declaration on the intended commencement date of this contract of employment, the employment will commence on the next working day after the employer has received said declaration and any notice period for the employee with the previous employer has expired.'

[Add any other terms and conditions agreed]

Done accordingly and signed in duplicate in [town/city] on xx/xx/20xx.

Employer: ..... Employee: .....

<sup>1</sup> Depending on the nature of the agreements select

- a. permanent
- b. fixed-term, effective from ..... and ending on .....
- c. This contract is in effect for the duration of the performance of the work under the assignment [describe the object of the assignment].

<sup>2</sup> Depending on the nature of the agreements select:

- a. the duration of the contract of employment;
- b. the period from ..... to .....
- c. the duration of the performance of the work under the assignment [describe the object of the assignment].

### **Annex 3. Working hours and rest periods: non-standard provisions**

<p><a href="#">Annex 3.1 Provisions for employees 18 years or older</a></p> <p><a href="#">Annex 3.2 Provisions for employees aged 16 or 17 years</a></p>
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### Annex 3.1 Provisions for employees 18 years or older

subject	standard provisions	non-standard provisions
<b>minimum rest periods</b>		
weekly rest period	36 hours (uninterrupted) or 60 hours per period of 9 x 24 hours (may be shortened to 32 hours once every 5 weeks)	36 hours (uninterrupted) or 72 hours per 14 days (may be split into periods of at least 32 hours)
daily rest period	11 hours (uninterrupted) (may be shortened to 8 hours once a week)	11 hours (uninterrupted) (1x per week: 8 hours, if needed due to the nature of the work or business conditions)
<b>additional rules in the event of night shifts (work carried out between 00:00 and 06:00)</b>		
minimum rest period after a night shift ending after 02:00	14 hours	14 hrs (1 x per week: 8 hours, if needed due to the nature of the work or business conditions)
minimum rest period after series of night shifts	48 hours	46 hours (after 3 or more night shifts)
maximum working hours per night shift	8 hours	10 hours 12 hours, provided that: - 12-hour rest period after shift - 5 times every 2 weeks - max. 22 per 52-week period
maximum number of night shifts	10 per 4 weeks and 25 per 13 weeks (16 per 4 weeks if the night shifts end at or before 02:00)	per 16 weeks a maximum of 36 night shifts ending after 02:00
max. number of consecutive night shifts	5 (6 if the night shift ends at or before 02:00)	7 (as long as one of the shifts in the series is a night shift)

<b>additional rules in the event of overtime during night shifts</b>		
maximum working hours per night shift	9 hours	10 hours (max. 5 x per 14 x 24 hours and 22 x per 52 weeks, to be extended to 12 hours while simultaneously shortening the rest period after that extended night shift to a minimum of 12 hours)
maximum working hours per 13 weeks	average of 40 hours per week (520 hours)	average of 40 hours per week per 16 weeks if there are 16 or more night shifts in that period
<b>break (uninterrupted period of at least 15 minutes)</b>		
working hours per shift of over 5½ hours	30 minutes	30 minutes
working hours per shift of over 8 hours	45 minutes, of which 30 minutes uninterrupted	
working hours per shift of over 10 hours	1 hour, of which 30 minutes uninterrupted	45 minutes
<b>on-call/standby duty (deviation from rest period and breaks)</b>		
period without being on call	per 4 weeks 2 time periods of at least 7 x 24 hours each	- 14 days without being on call per 4-week period - 2 x 2 days per 4 weeks, no on-call duty and no work
on-call duty before and after a night shift	not permitted	not permitted 11 hours before and 14 hours after a night shift
maximum working hours per 24-hour period	13 hours	13 hours
maximum working hours per 13 weeks	average of 45 hours per week (585 hours)	no standard provision
max. working time if the on-call duty fully or partially covers the period between 00:00 and 06:00	per 13 weeks, average of 40 hours per week (520 hours)	- average of 40 hours (per 16 weeks), or - average of 45 hours (per 16 weeks), provided that: <ul style="list-style-type: none"> <li>• either 8 hours of uninterrupted rest before the start of the new shift (in the case of the last call in between 00:00 and 06:00), or</li> <li>• 8 hours of uninterrupted rest in the 18 hours following 06:00 (if the last call in took place between 00:00 and 06:00 and is immediately followed by a new shift)</li> </ul>
minimum working hours when called in during call-in duty	30 minutes	30 minutes

### Annex 3.2 Provisions for employees aged 16 or 17 years

subject	standard provisions	non-standard provisions
<b>minimum rest periods</b>		
weekly rest period	36 hours per period of 7 x 24 hours	36 hours
daily rest period	12 hours per 24-hour period, including the period between either 22:00 and 06:00 or 23:00 and 07:00	12 hours, including the period between 23:00 and 06:00
<b>breaks</b>		
working hours per shift > 4 ½ hours	30 minutes uninterrupted	30 minutes uninterrupted
working hours per shift of over 8 hours	45 minutes, of which 30 minutes uninterrupted	

## **Annex 4. Time Savings Fund**

[Annex 4.1 Articles of Association](#)

[Annex 4.2 Regulations](#)

## **Annex 4.1 Articles of Association**

### **Article 1 – Name and registered offices**

1. The name of the foundation is Stichting Tijdsparfonds Bouw & Infra.
2. The foundation has its registered office in Harderwijk, the Netherlands.

### **Article 2 – Definitions**

These articles of association use the following definitions:

- a. Deposit, deposit amount or amount deposited: the amount that the employer must pay into the Time Savings Fund;
- b. Board: the Board of Trustees as referred to in Article 5 of these Articles of Association;
- c. Parties to the collective agreement: the employers' associations and trade unions that have signed this collective agreement;
- d. Participant: the construction site employee who is required to participate in the Time Savings Fund or the uta employee who participates in the Time Savings Fund on a voluntarily basis;
- e. The/this collective agreement: the Collective Agreement for the Construction & Infrastructure Sector;
- f. Regulations: the regulations as referred to in Article 8 of these Articles of Association;
- g. Technical Bureau Bouw & Infra: the administrative office for the sector, Stichting Technisch Bureau Bouw & Infra, with its registered office in Harderwijk;
- h. Time Savings Fund (*Tijdsparfonds*): the foundation referred to in Article 1;
- i. Administration agency: APG Rechtenbeheer NV, with its registered offices in Heerlen, as well as its legal successor(s);
- j. Employer: an employer within the meaning of the collective agreement;
- k. Employee: an employee within the meaning of the collective agreement.

### **Article 3 – Objects**

The objects of the Time Savings Fund, in accordance with the relevant provisions of the collective agreement and in accordance with the Regulations, are to manage the personal budget of each participant and to administer the banked hours scheme. The Time Savings Fund pays out amounts to participants under conditions to be set out in the Regulations.

### **Article 4 – Fund resources**

1. The funds of the Time Savings Fund comprise:
  - a. amounts deposited by the employers;
  - b. amounts that have been obtained by testamentary disposition or specific bequest or as a gift, with the proviso that any testamentary dispositions will only be accepted with the benefit of inventory;
  - c. amounts obtained in any other way.
2. The amounts to be determined by the parties to the collective agreement for the deposits are paid by the employer into the Time Savings Fund in order to accomplish the objects of the Time Savings Fund.
3. The income from the investments is used to finance the costs of administration.
4. The board decides on the allocation of any revenues that exceed the level of the costs.
5. If in any financial year the proceeds from the fund amounts referred to in Article 4(1) are less than the total of the expenses of the Time Savings Fund, the difference will be charged to the following financial year.
6. The board will invest the amounts deposited into the fund in such a way as to obtain the best possible return while avoiding any significant risk of permanent capital losses.



## **Article 5 – Board of Trustees**

1. The Time Savings Fund's Board of Trustees comprises ten natural persons.
2. Bouwend Nederland appoints, suspends and dismisses five board members, hereinafter referred to as the 'employer trustees'.
3. FNV appoints, suspends and dismisses three board members and CNV Vakmensen appoints, suspends and dismisses two board members; all five of these board members are hereinafter referred to as the 'employee trustees'.
4. The appointing organisation must submit a Certificate of Good Conduct [*Verklaring Omtrent het Gedrag*; VOG] to the board for newly appointed board members.
5. The board appoints two Chairs from among its members – one from the employer side and one from the employee side – who, for a period of a calendar year, take it in turns to serve as Chair and Vice Chair.
6. Trustees are appointed for a period of three years, after which time they are eligible for re-appointment with no limit on the number of terms they may serve. The board draws up a rotation schedule, which may be deviated from in unforeseen circumstances.
7. Interim vacancies will be filled as soon as possible.
8. The organisation that has appointed a board member in accordance with the provisions of this article may suspend and dismiss the board member it has appointed at any time. Membership to the board also ends in the event of:
  - a. the death of the board member;
  - b. the board member losing the right to dispose of or act in relation to his or her assets;
  - c. the voluntary resignation of the board member;
  - d. the member being dismissed by the district court.
9. The board members receive no remuneration through the Time Savings Fund. The board will make arrangements regarding attendance fees and reimbursement of travel and accommodation expenses.

## **Article 6 – Meetings of the Board of Trustees**

1. The meetings of the board are held at the venue stated in the notice of convocation. A meeting is convened with due observance of a notice period of at least five working days, not counting the day the notice of convocation is sent nor the day of the meeting. The secretary to the Board will send the agenda for the meetings of the board, together with any attachments.
2. The Chair will lead the board meetings; in the event of the Chair's absence, the meeting will be led by the Vice Chair, and if this person is absent as well, the board members present will lead the meeting. Minutes will be kept of the deliberations and resolutions of the board at the board meeting; these minutes are adopted at the following meeting.
3. No resolutions may be passed at a meeting of the board unless a quorum of six members is present, with at least two employee trustees and two employer trustees in attendance.
4. Each trustee has one vote at the meetings of the board. A resolution will only be passed if, both within the group of employer trustees and of employee trustees, the majority of the votes cast is in favour of the proposal concerned.
5. If the votes are tied, the proposed resolution will be postponed until the next meeting. If the votes are again tied at that meeting, the proposal is deemed to be rejected.
6. It is up to the board to decide whether to allow third parties to be present at board meetings.
7. By way of exception – in urgent cases or in cases where there is no doubt – the Chair and Vice Chair can jointly take interim decisions and measures, which will then be proposed for ratification at the next meeting of the board.

#### **Article 7 - Board powers and representation**

1. The board is charged with managing the affairs of the Time Savings Fund, managing its assets, and with collecting the funds and making distributions. The board is authorised, with due observance of the provisions of these Articles of Association, to perform all legal acts, including taking decisions to conclude agreements:
  - a. to acquire, dispose of or encumber property subject to registration;
  - b. whereby the Time Savings Fund binds itself as surety or joint and several debtor;
  - c. whereby the Time Savings Fund warrants performance by a third party;
  - d. whereby the Time Savings Fund provides security for the debt of a third party.
2. The board is entrusted with the administration of the Time Savings Fund's assets.
3. The costs of administration for a financial year are charged to the Income and Expenditure Account for that financial year.
4. The Time Savings Fund is represented by the board, or by the Chair and Vice Chair jointly.

#### **Article 8 – Regulations**

1. The board may establish one or more Regulations for the performance of its task.
2. The provisions of such Regulations must not contradict the provisions of these Articles of Association.

#### **Article 9 – Mandate**

The board may mandate explicitly defined powers to Technisch Bureau Bouw & Infra or to the administration agency and/or to joint committees appointed by the board, the members of which may, but need not be, its own members, which may be mandated, according to the guidelines to be set by the board, to transfer part of these powers to Technisch Bureau Bouw & Infra or the relevant operating companies of APG Groep NV. The mandated powers are exercised under the supervision and responsibility of the board.

#### **Article 10 – Secretary and Administration**

1. The board is assisted in the performance of its task by Technisch Bureau Bouw & Infra.
2. The fund is administered by the administration agency under the responsibility of the board.
3. The administration agency is given the assignment to administer the fund in writing.

#### **Article 11 – Use of the funds**

1. The funds are used to realise the stated objects of the Time Savings Fund. The board will make the investments in such a way that:
  - a. a reasonable spread, according to nature and risk of the assets and interests, of investments is obtained;
  - b. an optimum return on investment is achieved;
  - c. no significant risk of permanent capital losses is formed.
2. If the official papers and documents belonging to the Time Savings Fund are not kept at the office, they will be deposited with an institution registered in accordance with the Credit System (Supervision) Act [*Wet toezicht kredietwezen*].

### **Article 12 – Budget**

1. Prior to each financial year, the board adopts a budget for the following financial year.
2. The budget is structured and specified in accordance with the spending targets set out in Article 3 of the Articles of Association. Part of this budget is an estimate of the investment income and cost of administration.
3. The budget is available on request to the employers and employees involved in the fund.

### **Article 13 – Annual accounts**

1. The financial year of the Time Savings Fund coincides with the calendar year.
2. The board prepares annual accounts for each financial year that give a true and fair view of the size and composition of the Time Savings Fund's assets and of how these have developed during the year under review, as well as an administration report in which the board accounts for the policy pursued.
3. The annual accounts must be itemised in accordance with the spending targets set out in Article 3 of the Articles of Association and accompanied by an auditor's report drawn up by a register accountant or accounting consultant with certification authority, in which it must be established that the expenses have been incurred for the purpose of the spending targets set out in Article 3 of the Articles of Association.
4. The annual accounts, the administration report and the auditor's report are deposited for inspection by the employers and employees involved in the fund at the registered offices of the Time Savings Fund and at one or more offices to be designated by the Minister of Social Affairs and Employment.
5. The annual accounts, the administration report and the auditor's report will be sent on request to the employers and employees involved in the fund (on payment of the associated costs).

### **Article 14 – Amendments to the Articles of Association**

1. The board is authorised to amend the Articles of Association. A resolution to amend the Articles of Association requires the approval of the organisations that appoint the board members in accordance with the provisions of Article 5.
2. Any amendment to the Articles of Association must be effected by a notarial instrument, which each board member is authorised to execute before a civil-law notary.
3. An officially certified copy of the amendment and the amended Articles of Association will be filed in the Commercial Register at the offices of the Chamber of Commerce.
4. The Regulations, as well as the amendments made to the Articles of Association and the Regulations, enter into force as soon as a complete copy of those documents or of the amendments made to these, signed by the board, has been filed for inspection by any party at the Office of the District Court in the district in which the Time Savings Fund is located.

### **Article 15 – Dissolution and liquidation**

1. The Time Savings Fund can be dissolved by decision of the board.
2. In the event of dissolution, the board is charged with carrying out the liquidation and all related matters, including allocating any credit balance.
3. The destination for any credit balance should be determined as closely as possible in line with the objects of the Time Savings Fund, taking into account as much as possible the sources and the associated intentions from which the credit balance originated.

### **Article 16 – Unforeseen situations**

The board will decide in all matters not governed by law, these Articles of Association or the Regulations of the Time Savings Fund.

## Annex 4.2 Regulations

### Article 1 – Definitions

These Regulations are deemed to include the definitions given in Article 2 of the Articles of Association. Additionally, these Regulations use the following definitions:

1. Pay period: the period of four weeks or a calendar month over which the employer pays the employee the fixed contracted wage or salary and any allowances, premiums, bonuses and such to which the employee is entitled;
2. Partial deposit: 55% of the full deposit;
3. Wage: the fixed contracted wage for construction site employees;
4. Salary: the fixed gross amount of remuneration agreed between the uta employee and the employer, which is paid to the uta employee in return for work the employee performs as part of his or her job. This amount is exclusive of holiday pay, fixed and/or variable bonuses, end-of-year bonuses, lump sum payments and other supplements of any nature;
5. Time savings account: this means the account, which is opened in the name of the participant with the administration agency for the purpose of deposits to and disbursements from the Time Savings Fund;
6. Full deposit: the full deposit made per pay period of either four weeks or one month.

### Article 2 – Determining the Days deposit

1. For construction site employees, 5 days of contractual annual leave, 10 scheduled paid days off and 3 days for short periods of absence are paid into the Time Savings Fund on an annual basis.
2. For uta employees who have indicated that they wish to participate in the Time Savings Fund, 5 days of contractual annual leave, 5 scheduled paid days off and 3 days for short periods of absence are paid into the Time Savings Fund on an annual basis.
3. For construction site employees aged 55 or older who make use of the option of having a 4-day work week, only 3 days for short periods of absence are paid into the Time Savings fund on an annual basis. However, this employee is free to have the 5 days of contractual annual leave and 10 scheduled paid days off also paid into the Time Savings fund.
4. Uta employees aged 55 or older who make use of the option of having a 4-day work week can still opt to participate in the Time Savings scheme, in which case only 3 days for short periods of absence are paid into the Time Savings fund on an annual basis. However, this employee is free to also have the 5 days of contractual annual leave and 5 scheduled paid days off paid into the Time Savings fund.
5. The Days deposit (DD) is determined using the following formula:

$$\frac{HW \times 8 \times DD}{PP}$$

HW is the fixed contracted hourly wage plus the amounts gained via a performance bonus system, the shift premium, the apprentice trainer allowance, the foreman allowance, the premium for shifted working hours for infrastructure works, and any other allowances, premiums and such, provided that the wages are wages as referred to in Article 7:639 of the Dutch Civil Code. For uta employees, the monthly wage as referred to in Article 7:639 of the Dutch Civil Code needs to be converted back to an hourly wage.

DD is the total number of days of annual leave, days for short periods of absence and scheduled paid days off for the relevant participant on an annual basis, the monetary value of which is deposited into the Time Savings Fund.

The number of days for employees aged 55 and older who work a 4-day work week on the basis of clause 6.5 of the collective agreement is based on a full 5-day work week.

PP is the number of pay periods per year (12 or 13).

### **Article 3 – Determining the Annual Leave deposit**

1. Holiday pay is paid into the Time Savings Fund on an annual basis for the participant.
2. The Holiday Pay deposit is calculated by taking the fixed contracted wage or salary per pay period and adding to this the Days deposit from the same pay period and multiplying the amount obtained by 8%.

### **Article 4 – Determining the Sustainable Employability deposit**

1. The Sustainable Employability deposit is determined using the following formula:

$$\frac{HW \times 8 \times 261 \text{ (2022: 260)} \times \%}{PP}$$

HW is the fixed contracted hourly wage, with the understanding that for uta employees the monthly salary will need to be converted to an hourly wage.

The % is, for construction site employees 4.36%, and for uta employees this is 1.93%.

If, for employees who participate in the life-course savings scheme, the employer pays the employer's contribution of 1.5% for this purpose, the employer is not required to pay this percentage as a Sustainable Employability deposit for that employee.

The Sustainable Employability deposit does not apply to apprentice employees given that it is already included in the gross salary.

PP is the number of pay periods per year (12 or 13). For employees who work part time, the part-time factor will need to be applied to the results of this formula. This does not apply to employees aged 55 and older who work a 4-day work week on the basis of clause 6.5 of the collective agreement.

2. The Sustainable Employability deposit is always a full deposit.

### **Article 5 – Determining the Banked Hours deposit**

1. The Banked Hours deposit for construction site employees is calculated by applying the following four calculation rules:
  - overtime hours: number of overtime hours x (fixed contracted hourly wage + overtime bonus);
  - travel time: number of qualifying travel hours x guaranteed hourly wage. The guaranteed wage for job grade A in table 4.2 serves as the maximum for the guaranteed wage component;
  - holiday pay: accrued banked hours x fixed contracted hourly wage x 8%.The sum of the results of the first two calculations form the Banked Hours deposit. The holiday pay over the banked hours is paid together with the regular holiday pay.
2. The Banked Hours deposit is always a partial deposit.

### **Article 6 – Means of deposit**

1. The participant can opt for a full or partial deposit. This does not apply to the Banked Hours deposit, which is always a partial deposit, nor the Sustainable Employability deposit, which is always a full deposit.
2. The deposit amounts for Days, Holiday Pay, Sustainable Employability and Banked Hours are calculated separately by the employer and transferred to the employee's account with the Time Savings Fund within 14 days of the end of each pay period.
3. When making the deposit, the employer states the pay period to which the deposit relates. The administration agency will note this period in the deposit to the employee's account. When making deposits, the employer may not aggregate pay periods.
4. The deposited amounts are subject to the same taxes and social security deductions as apply to the employee's regular pay under a contract of employment. The employer withholds these amounts from the employee's pay. The amounts to be paid to the participant from the Time Savings Fund are net amounts.
5. If payment is not made on time, the employer is in default and the board is then authorised to claim interest on the payment arrears from the date of default. The rate of interest equals the statutory rate of interest.

### **Article 7 – Payments**

1. The deposited amounts are freely available.
2. The employee can withdraw money from his or her TSF account at any time. Deposited amounts will be paid out to the participant by the administration agency at the participant's request, which the participant does by instructing an FNV or CNV Vakmensen trade union consultant to arrange this.
3. Uta employees can arrange withdrawal of deposited amounts by requesting such directly from the administration agency via the online portal ([www.tijdspaarfondsbouw.nl](http://www.tijdspaarfondsbouw.nl)).
4. Payment is made to the employee's bank account as recorded with the administration agency at the time.
5. The administration agency automatically pays the deposited amounts for Holiday Pay and Days that have not been taken up in the meantime into the employee's bank account in the month of May of each year. The participant can, however, inform the administration agency via the online portal ([www.tijdspaarfondsbouw.nl](http://www.tijdspaarfondsbouw.nl)) that he or she wants to leave the money in the TSF account.

### **Article 8 – Administrative information**

1. On request, the employer will provide the administration agency with all the information required to be able to administer the payments in the name of the participant.
2. The administration agency will provide the employer with timely instructions via the online portal ([www.tijdspaarfondsbouw.nl](http://www.tijdspaarfondsbouw.nl)) when and how the information is to be supplied and how payment is to be made.

### **Article 9 – Provision of information**

1. The employer and participant must provide the board or a representative of the administration agency who has been authorised by the board in writing with all documents and information required from them for the purpose of properly administering the Time Savings Fund.
2. For each participant, the Time Savings Fund makes information relating to the TSF account of the particular participant available to that participant via a secure online portal.

**Article 10 – Hardship clause**

If the provisions in these Regulations lead to unforeseen or unintended consequences in individual cases or in certain categories of cases, the board can take a different decision that reflects the intentions of these provisions.

**Article 11 – Final provisions**

To ensure an efficient operation of the Time Savings fund, further regulations may be issued by the board in accordance with the provisions of the Articles of Association and these Regulations.

## **Annex 5 Trainee/apprenticeship scheme**

<p><a href="#">Annex 5.1 Construction, Residential and Maintenance Assistant scheme</a></p> <p><a href="#">Annex 5.2 Work Placements in Construction &amp; Infrastructure scheme</a></p>
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## **Annex 5.1 Construction, Residential & Maintenance Assistant scheme**

Effective from August 2021 to July 2023 inclusive

The Construction, Residential & Maintenance Assistant (hereinafter referred to as ‘CRM assistant’) training scheme is a training course at level 1 of the qualification structure in secondary vocational education and can be followed both via the vocational training pathway (BOL level 1) and in the block/day release programme (BBL level 1).

### **Work placement student status**

A CRM assistant in the BBL level 1 or BOL level 1 programme is deemed to be a work placement student (hereinafter also referred to as ‘WP student’) and not an employee within the meaning of the Collective agreement on industry-wide schemes for the construction & infrastructure sector [*cao BTER Bouw & Infra*]. This was decided by the parties to the collective agreement given the varying degrees of productivity of the CRM assistants-in-training and that the emphasis should be on learning. The application of and proficiency in the skills and competencies expected of a CRM assistant should be the main focus during the practical training days.

### **Training, legal position and compensation**

The scheme is partly based on the Collective Agreement for the Construction & Infrastructure Sector and, where necessary, a link has been sought with the Work Placements in Construction & Infrastructure scheme. In that light, the parties to the collective agreement have decided to arrange the legal position and the remuneration of the CRM assistant WP student as follows.

#### **Work placement student in BBL level 1**

- The status of the CRM assistant is that of a work placement student.
- The compensation for the WP student comprises an allowance for workwear, tools and travel expenses in accordance with the effective Collective Agreement for the Construction & Infrastructure Sector, and a work placement allowance. Both of these allowances are paid by the work placement provider.
- The work placement allowance is a fixed amount per month, i.e. €300 (gross).
- The WP student will have time off with continued payment of the allowance during public holidays generally recognised in the Netherlands, on days on which scheduled paid days off have been scheduled in the work placement company and, where applicable, during a period of collective annual leave in the company in the winter, insofar as these days coincide with the days of practical training. The WP student will have time off without continued payment of the allowance during a period of collective annual leave in the work placement company in the summer.

#### **Work placement student in BOL level 1**

- The status of the CRM assistant is that of a work placement student.
- The compensation for the WP student comprises an allowance for workwear, tools and travel expenses during the practical training in accordance with the effective Collective Agreement for the Construction & Infrastructure Sector, and a work placement allowance. Both of these allowances are paid by the work placement provider.
- The amount of the work placement allowance depends on the number of practical training days (PT days); to take into account the expected variation in the scope of practical training (up to a maximum of 59%), a work placement allowance applies per PT day instead of per month. This is €19.33 (gross) per PT day, with a maximum of 15 PT days per month.

- The WP student will have time off with continued payment of the allowance during public holidays generally recognised in the Netherlands and without continued payment of the allowance during a period of collective annual leave in the company and on scheduled paid days off, insofar as these apply within the work placement company.

#### **Work placement provider**

- The work placement provider is the training company or the individual accredited work placement company that has the BPVO contract with the WP student.
- The training company places the WP student with an accredited work placement company offering the work placement.
- To cover the costs of paying the WP student the work placement allowance, the training company may charge an hourly rate to the accredited work placement company offering the work placement for the actual days of practical training. The guideline for this rate is between €4.54 and €5.68 per hour.

#### **Payroll taxes, deductions, company schemes**

- Although the WP student does not have a contract of employment as referred to in the Dutch Civil Code, from a taxation point of view, a notional employment relationship exists. The work placement provider is required to withhold wage tax, social security contributions and other mandatory contributions (referred to jointly as 'payroll taxes') over gross pay and so must deduct payroll taxes from the allowances. WP students will generally remain below the tax-free threshold and so can reclaim the payroll taxes withheld through their tax return.
- The WP student does not participate in industry-specific schemes and so no contributions are deducted from the allowance for these schemes.

#### **Compulsory participation in the employee insurance scheme**

- The work placement provider must withhold and refund the income-linked contributions under the Health Insurance Act for the WP student.
- The WP student is covered under the Dutch Sickness Benefits Act (ZW) and the Disability Provisions (Young Handicapped Persons) Act (WAJONG). A WP student on sick leave is entitled to receive sickness benefit based on the catch-all clause of the Sickness Benefits Act. If the WP student becomes incapacitated for work, he or she can apply for benefits under WAJONG.
- The WP student is not insured under the Dutch Unemployment Insurance Act (WW) nor the Work and Income (Capacity for Work) Act (WIA); neither the work placement provider nor the WP student are required to pay contributions for these schemes.

#### **Liability for accidents**

- Every employer can be held liable for accidents that occur at the workplace. The work placement provider is generally insured for this. Information on liability insurance and accident insurance policies is provided by insurance brokers and/or trade associations.
- It is recommended that the WP student personally take out third-party insurance: if the WP student is 18 or older, inclusion in a family policy is generally no longer sufficient.
- The WP student can arrange cover for accidents via group accident insurance, which is part of the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*].

**Orientation**

The training company must properly introduce the WP student to the company, meaning the WP student is introduced to co-workers and shown around, provided information about the nature and duration of the particular assignment and about his or her tasks, and given information about safety, health and hygiene facilities.

**Work placement quality assurance**

The work placement provider gives the WP student the opportunity to achieve the learning objectives. To this end, the work placement provider will, among other things, enable the WP student to attend the lessons at the regional education and training centre (ROC) and take exams.

Any company that wishes to train an apprentice must be registered as an accredited work placement company, even if the student is being placed there via a training company. For further details, the company can inquire at Stichting Samenwerking Beroepsonderwijs Bedrijfsleven (SBB, the Dutch knowledge centre that grants certification as an accredited work placement company: [www.s-bb.nl](http://www.s-bb.nl)).

**Work placement contract and BPVO contract**

Clear agreements on the duration of the work placement need to be set out between the work placement provider, the WP student and the regional education and training centre (ROC). In a situation where the BPVO contract must be cancelled, the provision stated in clause 6.1.2 of the Collective Agreement for the Construction & Infrastructure Sector applies.

## Annex 5.2 Work Placements in Construction & Infrastructure scheme

Effective from 1 August 2021 to 31 July 2022 inclusive

Bouwend Nederland has published guidelines for work placement students for the study year 2021/2022, which it has done at the recommendation of the Committee for Work Placements in Construction & Infrastructure [*Commissie stages in de bouw & infra*], in which the following parties are represented:

- Bouwend Nederland: Dutch association of construction & infrastructure companies
- BouwTalent: foundation for students in intermediate vocational (MBO) and higher professional (HBO) study programmes, active in all parts of the construction industry
- Dutch Architects: BNA: the trade association of Dutch architectural firms
- Stadswerk: association for professionals dealing with issues and practical solutions in respect to the direct physical environment
- NLIingenieurs: trade association of consultancy, management and engineering firms
- Rijkswaterstaat: Directorate-General for Public Works and Water Management; the implementation agency for the Dutch Ministry of Transport, Public Works and Water Management
- Vereniging Hogescholen: the advocacy group for *hogescholen* (colleges and universities that do not confer doctorates)
- Delft University of Technology and University of Twente.

### 1. Scope

A person is deemed to be a work placement student (hereinafter referred to as a 'WP student') subject to the provisions of the Work Placements in Construction & Infrastructure scheme if that person is:

- studying at a regional education and training centre (ROC) (BOL level 2 to BOL level 4), a college in a technical programme, a technical university or an equivalent foreign educational institution; and
- as part of his or her vocational programme, spends a period of time getting practical experience in the construction & infrastructure sector; and
- is active in this in the area of research, design, supervision, implementation, planning engineering and/or management & maintenance.

The following **do not** fall under the scope of this work placement scheme: Construction, Residential & Maintenance Assistants (the Construction, Residential & Maintenance Assistant scheme applies to these BOL level 1 and BBL level 1 programmes), pre-vocational training courses, jobs worked temporarily during a holiday, work placements for students at Dutch educational institutions who are on work placement abroad.

### 2. Definitions

**Work placement:** The work placement is part of the learning process and the educational institution has final responsibility, from an educational point of view, for the material learned during practical training. The student must be registered with an accredited vocational training facility.

**Graduation assignment:** In response to requests from parties involved in work placement in practice, the Committee for Work Placements in Construction & Infrastructure has taken the view that it should issue guidelines regarding the allowance for graduation assignments. The gauge for this allowance is the extent to which the company and the

student make use of each other's expertise, set against the company's efforts in facilitating the student's successful completion of the graduation assignment.

The Committee distinguishes the following three situations:

- Within the company, the student carries out an assignment formulated in advance in the context of the learning process; the company functions exclusively as a practical training environment. This concerns a best-effort obligation, however without a particular result being guaranteed. The allowance in this case is a gross monthly allowance.
- At the invitation of the company, for example as a follow-up to a previous work placement at that company, the student conducts further research on a topic that is relevant to the company. The recommended allowance is the gross monthly allowance set for this in particular.
- The company invites the educational institution to have one or more students carry out a graduation assignment that has a particular matter of significance to the business as its central theme. To this end, a performance contract is concluded between the company and the educational institution. The allowance for the student or students depends on their actual activities and is set out in the contract.

### 3. **Allowance**

The allowance is not intended to serve as remuneration for the work the WP student performs in the context of the work placement: the WP student only receives a contribution towards the extra costs resulting from the work placement.

Although work placement students do not have a contract of employment as referred to in the Dutch Civil Code, from a taxation point of view, a notional employment relationship exists. A gross allowance of €400 per month is recommended for students in an intermediate vocational education (MBO) programme, and €550 per month for students in a higher professional education (HBO) programme or a university programme; the recommended gross amount per week is €92.31 or €126.92 respectively. The work placement provider is required to withhold wage tax, social security contributions and other mandatory contributions (referred to jointly as 'payroll taxes') from this allowance.

For work placements of less than eight consecutive weeks, it is recommended that no allowance be provided. Within the framework of the Work Placements in Construction & Infrastructure scheme, a company providing a work placement should not pay an educational institution a fee for providing WP students (except in the case of performance contracts for students carrying out their graduation assignment).

For students from abroad who are on work placement in the Netherlands, different rules may apply with regard to their tax status and social insurance. Students from non-EU/EEA countries must have a COSPA internship agreement for students. This agreement sets out the provisions for liability and accident insurance. This document must be kept on file at the company offering the work placement for inspection by the National Employment Inspectorate (see [www.nuffic.nl](http://www.nuffic.nl)).

### 4. **Travel allowance**

If the trainee regularly travels to and from the location of the work placement with the consent of the work placement provider, the travel expenses incurred for this can be reimbursed in accordance with the regulations applicable at the work placement provider. Such reimbursement by the work placement provider does not apply if another scheme

already provides for this. Students who do not have an annual pass for public transport, including foreign students, will receive a travel allowance in accordance with what is common practice in the sector.

5. **Accommodation costs allowance**

If the student is on work placement in a place where the student incurs accommodation costs or higher accommodation costs, the work placement provider can award the WP student an additional contribution towards the costs.

6. **Payroll taxes and industry-wide schemes**

Payroll taxes: The work placement provider must deduct payroll taxes from the allowances. WP students will generally remain below the tax-free threshold and so can reclaim the payroll taxes withheld through their tax return.

Industry-wide schemes: WP students do not participate in industry-wide schemes (with the exception of the group accident insurance under the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*]). No deductions are required for this. The WP student does not receive holiday pay and does not accrue annual leave entitlement.

7. **WP students and compulsory participation in the social security scheme**

Social insurance contribution: Health insurance contributions must be paid over the part of the expense allowance that is regarded as wages subject to social insurance contributions. No contributions are due under the Unemployment Insurance Act (WW) nor the Work and Income (Capacity for Work) Act (WIA).

WW and WIA: WP students are not required to be insured under the Dutch Unemployment Insurance Act nor the Work and Income (Capacity for Work) Act. If the WP student becomes incapacitated for work, he or she may apply for benefits under the Disability Provisions (Young Handicapped Persons) Act (WAJONG).

Health insurance: The WP student is required to have health insurance and must register with a health insurer on his or her own. The work placement provider includes the income-related health insurance contribution in the payroll record. In addition to this contribution, there is a premium under the Health Insurance Act as well, i.e. a fixed monthly premium that the WP student pays directly to his or her health insurer. No premium is required for persons under the age of 18.

8. **Liability for accidents**

Work placement provider: Every employer can be held liable for accidents that occur at the workplace; most work placement providers have insurance cover for this. Companies can refuse WP students who do not have a VCA Basic Safety certificate for construction & infrastructure works with an increased risk. The requirements that apply to employees under the Dutch Working Conditions Act [*Arbowet*] apply equally to WP students, in accordance with Article 1(2) of this Act.

Work placement employee: A WP student should personally check whether accident insurance has been taken out for them by the work placement provider and/or educational institution. It is recommended that the WP student personally take out third-party insurance: if the WP student is 18 or older, inclusion in a family policy is generally

no longer sufficient.

Group accident insurance: WP students placed with the operations part of a building company fall under the group accident insurance under the Collective agreement on industry-wide schemes for the construction & infrastructure sectors [*cao BTER Bouw & Infra*]).

9. **Working conditions**

Work placement provider: Under Article 1(2) of the Working Conditions Act, the work placement provider is deemed to be an employer. In this Act and the provisions based on it, the following terms have the meanings assigned to them below:

- employer: any person who, without being an employer or employee as referred to in the first clause, has another person perform work under his or her authority;
- employee: the other person referred to under a, with the exception of the person who performs work as a volunteer.

For more information on working conditions, we refer the reader to the knowledge and advice centre for the industry Stichting Vlandis at [www.vlandis.nl](http://www.vlandis.nl), or call 0341 499 299.

10. **Work placement quality assurance**

The work placement provider gives the WP student the opportunity to achieve the learning objectives. Within secondary vocational education system, a work placement provider must be accredited for this purpose. For further details, the company can inquire at Stichting Samenwerking Beroepsonderwijs Bedrijfsleven (SBB), the Dutch knowledge centre that grants certification as an accredited work placement company (see [www.s-bb.nl](http://www.s-bb.nl)).

11. **Leave**

The intern enjoys time off:

- with continued payment of the allowance during public holidays generally recognised in the Netherlands;
- without continued payment of the allowance during a period of collective annual leave in the company and on scheduled paid days off.

Collective annual leave within the company, scheduled paid days off and lost-time days do not count as work placement hours, unless alternative activities are available in the context of the work placement. The WP student must arrange special and any other leave in consultation with the work placement provider and (if this is the usual procedure) with the work placement coordinator.

12. **Additional agreements**

In the work placement contract signed by the work placement provider, the educational institution and the WP student, additional agreements can be made regarding the handling of confidential company information and earlier termination of the placement.

Zoetermeer, June 2021

**Committee for Work Placements in Construction & Infrastructure**

Bouwend Nederland

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## **Annex 6. Contract of employment under foreign law**

[Annex 6.1 Introduction](#)

[Annex 6.2 Which provisions in the collective agreement apply](#)

[Annex 6.3 Non-standard guaranteed wages for construction site employees](#)



## **Annex 6.1 Introduction**

### **6.1.1 When does this Annex apply?**

- The provisions of this Annex apply when this follows from the provisions of clause 10.4.1 of this collective agreement.

### **6.1.2 Notes to reading this Annex**

- The applicable provisions of the collective agreement are listed in Annex 6.2, under the column 'collective agreement provisions to be applied'. These provisions apply in full unless it is stated in the column 'adjustments to content' that parts of the provisions do not apply or apply in a modified form.

## Annex 6.2 Which provisions in the collective agreement apply

collective agreement provisions to be applied	heading / subject	adjustments to content
1.2	Job classification	<ul style="list-style-type: none"> <li>- 1.2.1: Add the following to the first bullet point: 'The employer does this based on the activities the employee is to perform in the Netherlands'.</li> <li>- 1.2.2: Replace the second bullet point with: 'The employer classifies the employee on the basis of the activities that the employee must perform in the Netherlands, adhering to the procedure set out in Annex 1.3. Replace steps 6 and 7 of the Instructions shown in Annex 1.3 with the following: Step 6: 'Compare the minimum of this scale with the employee's current salary and assign the highest salary.' Step 7: 'Inform the employee of your decision.'</li> <li>- 1.2.3: Delete.</li> <li>- 1.2.4: Delete.</li> </ul>
1.7	Settlement of wages at end of employment	<ul style="list-style-type: none"> <li>- Table 1.7: Delete the 'strengthening the position on the job market' arrangement.</li> <li>- 1.7.1: Delete the second bullet point.</li> <li>- 1.7.2: Replace this provision with: 'Exceptions in regard to settlement of scheduled paid days off: too many scheduled paid days off taken <i>may</i> be settled (a) if the employee is the party who terminates the contract of employment; or (b) in the event of dismissal due to gross misconduct on the part of employee.'</li> <li>- 1.7.3: Delete.</li> </ul>
2.2	Standard provisions and non-standard provisions	<ul style="list-style-type: none"> <li>- Delete all references to the banked hours scheme.</li> <li>- If the employer engaging a posted worker applies non-standard provisions, these provisions apply to that employee as well.</li> </ul>
2.3	Non-standard provisions: Additional conditions	<ul style="list-style-type: none"> <li>- 2.3.1: Replace 'employee representative body' with 'body through which employees of the employer have a say in the business'</li> </ul>
2.4	Shifted hours for infrastructure works	
2.5	Maintenance work on a Saturday	
2.6	Shift work	
2.7	On-call duty	
2.8	Overtime	<ul style="list-style-type: none"> <li>- 2.8.1: Delete the last sentence of the first bullet point.</li> </ul>
3.1	Holiday	<ul style="list-style-type: none"> <li>- 3.1.2: Delete the last sentence of the first bullet point.</li> <li>- 3.1.7: Delete the second bullet point.</li> </ul>
3.2	Scheduled paid days off	<ul style="list-style-type: none"> <li>- Table 3.2: Delete the columns under the 'means of payment' header. The remuneration for scheduled paid days off taken is always paid together with the wages/salary.</li> <li>- 3.2.2: Delete the last sentence.</li> </ul>

collective agreement provisions to be applied	heading / subject	adjustments to content
		- 3.2.3: Where the second bullet point refers to 'employees' this means the 'employees of the employer engaging the posted worker'.
3.3	Additional scheduled paid days off for older employees (transitional scheme)	- 3.3.2: Delete the second bullet point.
3.4	Public holidays	
3.6	Short periods of absence	<ul style="list-style-type: none"> <li>- Replace the introductory sentence with: 'In the cases set out in clauses 3.6.1 to 3.6.3, the employee is entitled to paid leave for a maximum total of 24 hours per calendar year. The employer pays the employee's wages or salary for these hours of leave.'</li> <li>- 3.6.1 to 3.6.3: Replace 'unpaid leave' with 'paid leave'.</li> <li>- 3.6.4: Delete the first bullet point.</li> <li>- 3.6.5: Delete.</li> <li>- 3.6.6: Delete.</li> </ul>
4.2	Guaranteed wage for employees aged 21 or older	- 4.2.2: In the first bullet point, replace 'During a block/day release programme (BBL): if the construction site employee is taking part in BBL level 2 or BBL level 3 training, the provisions of clause 4.4 apply' with 'If the construction site employee is taking part in vocational training in the construction & infrastructure sector, the amounts shown in table 6.3.2 from Annex 6.3 apply'.
4.3	Guaranteed wage for employees aged 16 to 20 (inclusive)	- Replace table 4.3 (and references to this) with table 6.3.1 from Annex 6.3.
4.4	Guaranteed wage for apprentice employees	- Replace table 4.4 (and references to this) with table 6.3.2 from Annex 6.3.
4.5	Starting table for construction site employees	- 4.5.1: Replace the second bullet point with 'Exception: the starting table does not apply during a vocational training in construction & infrastructure, nor after obtaining a diploma for such training.'
4.6	Performance bonus	
4.7	Rules relating to payment of wages	<ul style="list-style-type: none"> <li>- 4.7.2: Replace the second bullet point with: 'The payslip specifies the gross pay, split into the guaranteed wage and the relevant reimbursements, allowances, premiums, bonuses and such, deductions and contributions'.</li> <li>- 4.7.2: Delete the second indented (-) bullet point of the third bullet point.</li> </ul>
4.8 to 4.11	Salary for a uta employee	
4.12	Pay increases	
4.13	Holiday pay	<ul style="list-style-type: none"> <li>- 4.13.1, first bullet point: Add the following sentence: 'Holiday pay is paid out each pay period'.</li> <li>- 4.13.1: Delete the third bullet point.</li> </ul>
5.1	Professional driver	
5.2	On-call duty	
5.3	Unusual working hours	
5.5	Hand tools	
5.7	Overtime	

collective agreement provisions to be applied	heading / subject	adjustments to content
5.8	Shift work	
5.9	Travel expenses	<ul style="list-style-type: none"> <li>- Where reference is made to ‘commute’ and to ‘travel to and from work’ in clause 5.9.1 and 5.9.2, this means travel between work and the employee’s temporary place of residence in the Netherlands.</li> <li>- 5.9.4: Delete the second indented (dash) sentence of the second bullet point.</li> </ul>
5.10	Travel time	<ul style="list-style-type: none"> <li>- In the context of this clause ‘home’ means the temporary residence in the Netherlands and ‘place of residence’ means the posted worker’s temporary place of residence in the Netherlands.</li> </ul>
5.11	Dry stone pitching and fascine mattress work	-
5.13	Working far from home	<ul style="list-style-type: none"> <li>- 5.13.2: The travel allowance does not apply to traveling from home to work and back once a week.</li> <li>- 5.13.6: Delete.</li> <li>- 5.13.7: Delete.</li> </ul>
5.15	Shifted hours for infrastructure works	
5.16	Foreman	- 5.16.1: Delete the fourth bullet point.
5.17	Workwear	-
7.2	The company’s health & safety and sickness absence policy	<ul style="list-style-type: none"> <li>- 7.2.1 to 7.2.5: Delete.</li> <li>- 7.2.6: In the first bullet point, replace ‘with the law and/or the provisions of this collective agreement’ with ‘with the law’.</li> </ul>
7.3	Working conditions at the construction site	<ul style="list-style-type: none"> <li>- 7.3.6: Replace the second and third bullet points with: <ul style="list-style-type: none"> <li>▪ An employee aged 18 or 19 may only work independently in the job of a heavy equipment driver/operator as referred to above if the employee: <ul style="list-style-type: none"> <li>- is in training to receive his or her heavy equipment driver/operator diploma or has this diploma; and</li> <li>- works under the supervision of a supervisor or an employee aged 22 or older with the same job.</li> </ul> </li> <li>▪ An employee aged 20 or 21 may only work independently in the job of a heavy equipment operator as referred to above if the employee is certified as a heavy equipment driver/operator.</li> </ul> </li> </ul>
10.1	Terms and definitions	
10.11	Compliance survey	
10.13.4	Terminology and starting points	

## Annex 6.3 Non-standard guaranteed wages for construction site employees

### 6.3.1 Guaranteed wage for construction site employees aged 16 to 20 years (inclusive)

**Table 6.3.1** *Guaranteed wage for construction site employees aged 16 to 20 inclusive (in euros per hour)\**

age	vocational qualifications in construction & infrastructure	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	no diploma	5.72	5.81	5.98
17	no diploma	6.44	6.54	6.74
	diploma	8.34	8.47	8.72
18	no diploma	7.86	7.98	8.22
	diploma	9.85	10.00	10.30
19	no diploma	9.30	9.44	9.72
	diploma	11.37	11.54	11.89
20	no diploma	10.73	10.89	11.22
	diploma	13.27	13.47	13.87

\*This table replaces clause 4.3 of the collective agreement

### 6.3.2 Guaranteed wage for apprentice employees

**Table 6.3.2** *Guaranteed wage for apprentice employees during vocational training in construction & infrastructure (in euros per hour)\**

age	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	4.75	4.82	4.96
17	5.47	5.55	5.72
18	6.29	6.38	6.57
19	7.27	7.38	7.60
20	8.53	8.66	8.92
21 of older	12.38	12.57	12.95

\*This table replaces clause 4.4 of the collective agreement

## **Annex 7 Agency work**

[Annex 7.1 Introduction](#)

[Annex 7.2 Which provisions in the collective agreement apply?](#)

[Annex 7.3 Deviating guaranteed wages for agency workers in a construction site job with a contract of employment under foreign law](#)

## **Annex 7.1 Introduction**

### **7.1.1 When does this Annex apply?**

- Where this concerns an agency worker with a contract of employment subject to the Collective Agreement for Temporary Agency Workers of the Dutch association of temporary employment agencies ABU or of the employers' organisation NBBU, this Annex applies in accordance with the provisions of the second indented (-) line of the first bullet point of clause 10.6.3 of this collective agreement.
- Where this concerns an agency worker with a contract of employment under foreign law who is subject to the Collective Agreement for Temporary Agency Workers of the Dutch association of employment agencies ABU, this Annex applies in accordance with the provisions of the sixth bullet point of clause 10.4.1 of this collective agreement.
- Where this concerns an agency worker with a contract of employment under foreign law who is subject to the Collective Agreement for the Construction & Infrastructure Sector, this Annex does not apply; the provisions of clause 10.4.1, with the exception of those of the sixth bullet point, do apply however.

### **7.1.2 Notes to reading this Annex**

- The applicable provisions of the collective agreement are shown in Annex 7.2 under the column 'collective agreement provisions to be applied'. These provisions apply in full unless it is stated in the column 'adjustments to content' that parts of the provisions do not apply or apply in a modified form.
- Because this concerns agency work, the following collective agreement terms will be interpreted differently, unless stated otherwise:
  - 'the employee' is 'the agency worker';
  - 'the construction site employee' is 'the agency worker working in a construction site job';
  - 'the uta employee' is 'the agency worker working in a uta job'; and
  - 'the employer' is 'the employer engaging the agency worker'.

## Annex 7.2 Which provisions in the collective agreement apply?

collective agreement provisions to be applied	heading / subject	adjustments to content
1.2	Job classification	<ul style="list-style-type: none"> <li>- In this context, 'employer' means the temporary employment agency.</li> <li>- 1.2.2: Delete the last bullet point.</li> <li>- 1.2.3: Delete.</li> <li>- 1.2.4: Delete.</li> </ul>
1.7	Settlement of wages at end of employment	<p>Replace this provision with:</p> <ul style="list-style-type: none"> <li>▪ If the agency worker stops working for the employer engaging him or her, the temporary employment agency and the agency worker settle the scheduled paid days off between them as follows: <ul style="list-style-type: none"> <li>- Scheduled paid days off: The agency worker will take up the remaining scheduled paid days off before that time in consultation with the employer engaging the agency worker. If the agency worker has taken too many scheduled paid days off, the temporary employment agency may only offset these days with the agency worker if the agency worker took the initiative to stop working for the employer engaging the agency worker.</li> <li>- Additional scheduled paid days off for older employees: The remaining days or the days taken in excess are settled either as time off in lieu or in a cash amount.</li> </ul> </li> </ul>
2.2	Standard provisions and non-standard provisions	<ul style="list-style-type: none"> <li>- Delete all references to the banked hours scheme.</li> </ul>
2.4	Shifted hours for infrastructure works	
2.5	Maintenance work on a Saturday	
2.6	Shift work	
2.7	On-call duty	<ul style="list-style-type: none"> <li>- 2.7.4: Delete.</li> </ul>
2.8	Overtime	<ul style="list-style-type: none"> <li>- 2.8.1: Delete the last sentence of the first bullet point.</li> </ul>
3.2	Scheduled paid days off	<ul style="list-style-type: none"> <li>- Table 3.2: Contrary to the figures shown in the table, agency workers in a uta job are entitled to 17 scheduled paid days off (136 hours) per calendar year, of which 15 are paid days off and 2 are paid out in cash. The value of a scheduled paid day off for an agency worker in a uta job is 0.4% of that employee's annual salary. For the agency worker working in a construction site job, the value is calculated as follows: 8 x the fixed contracted hourly wage x 1.08.</li> <li>- Table 3.2: Delete the columns under the 'means of payment' header. The remuneration for scheduled paid days off taken is always paid together with the wages/salary.</li> <li>- 3.2.2: In this context, 'employer' means the temporary employment agency.</li> <li>- 3.2.2: Delete the last sentence.</li> </ul>



collective agreement provisions to be applied	heading / subject	adjustments to content
		<ul style="list-style-type: none"> <li>- 3.2.3: Where the second bullet point refers to ‘employees’ this means the ‘employees of the employer engaging the posted worker’.</li> </ul>
3.3	Additional scheduled paid days off for older employees (transitional scheme)	<ul style="list-style-type: none"> <li>- The value of an additional scheduled paid day off for an agency worker in a uta job is 0.4% of that employee’s annual salary. For the agency worker working in a construction site job, the value is calculated as follows: 8 x the fixed contracted hourly wage x 1.08.</li> <li>- 3.3.2: In the first bullet point, ‘employer’ means the temporary employment agency.</li> <li>- 3.3.2: Delete the second bullet point.</li> <li>- 3.3.4: Delete the first bullet point.</li> </ul>
4.2 to 4.5	Guaranteed wage for construction site employee	<ul style="list-style-type: none"> <li>- Where this concerns an agency worker with a contract of employment under foreign law, the following changes apply:</li> <li>- 4.2.2: In the first bullet point, replace ‘During a block/day release programme (BBL): if the construction site employee is taking part in BBL level 2 or BBL level 3 training, the provisions of clause 4.4 apply’ with ‘If the agency worker in a construction site job is taking part in vocational training in the construction &amp; infrastructure sector, the amounts shown in table 7.3.2 from Annex 7.3 apply’.</li> <li>- 4.3: Replace table 4.3 (and references to this) with table 7.3.1 from Annex 7.3.</li> <li>- 4.4: Replace table 4.4 (and references to this) with table 7.3.2 from Annex 7.3.</li> <li>- 4.5.1: Replace the second bullet point with ‘Exception: the starting table does not apply during a vocational training in construction &amp; infrastructure, nor after obtaining a diploma for such training.’</li> </ul>
4.6	Performance bonus	<ul style="list-style-type: none"> <li>- 4.6.1: Replace this provision with: <ul style="list-style-type: none"> <li>▪ ‘If the employer engaging the agency worker pays its own construction site employees in the company or on a project a performance bonus, the agency worker working in a construction site job is also entitled to this.’</li> </ul> </li> </ul>
4.8 to 4.11	Salary for a uta employee	
4.12	Pay increases	
4.17	Pension	<ul style="list-style-type: none"> <li>- In this context, ‘employer’ means the temporary employment agency.</li> <li>- 4.17.1: Replace the first bullet point with: <ul style="list-style-type: none"> <li>▪ ‘The skilled worker is/becomes a member of bpfBOUW: <ul style="list-style-type: none"> <li>- if he or she was already a member of bpfBOUW prior to the agency work; and/or</li> <li>- after having worked as a skilled worker in construction &amp; infrastructure for 12 months.</li> </ul> </li> <li>▪ The employer engaging the agency worker ensures that the temporary employment agency pays the pension contributions to bpfBOUW for this skilled worker.’</li> <li>▪ In this context, ‘skilled worker’ means the agency worker who:</li> </ul> </li> </ul>

collective agreement provisions to be applied	heading / subject	adjustments to content
		<ul style="list-style-type: none"> <li>- has performed a total of 12 months of work within the meaning of this collective agreement within a period of two years, as an employee and/or agency worker, immediately prior to and/or during the agency work in construction &amp; infrastructure; or</li> <li>- works as an agency worker in a construction site job and is following a training course as referred to in clause 4.3 or 4.4, or has completed that training and received a diploma or practical training certificate; or</li> <li>- works as an agency worker in a uta job and has obtained a diploma on completion of a construction-related BOL training programme at level 2 or higher.</li> </ul> <ul style="list-style-type: none"> <li>▪ A newcomer is an agency worker who is not a skilled worker.</li> </ul>
5.1	Professional driver	
5.2	On-call duty	
5.3	Unusual working hours	- 5.3.3: In the first bullet point, 'employer' means the temporary employment agency.
5.5	Hand tools	
5.7	Overtime	- In this context, 'employer' means the temporary employment agency.
5.8	Shift work	
5.9 until 1/8/2021	Travel expenses	<ul style="list-style-type: none"> <li>- 5.9.1: Only the tax-free portion of €0.19 per km is paid.</li> <li>- 5.9.3: Delete.</li> <li>- 5.9.5: Only the tax-free portion of €0.19 per km is paid.</li> </ul>
5.9 from 1/8/2021	Travel expenses	<ul style="list-style-type: none"> <li>- 5.9.3: Delete.</li> <li>-</li> </ul>
5.10	Travel time	
5.11	Dry stone pitching and fascine mattress work	
5.13	Working far from home	<ul style="list-style-type: none"> <li>- In this context, 'employer' means the temporary employment agency.</li> <li>- 5.13.6: Delete.</li> </ul>
5.15	Shifted hours for infrastructure works	- In this context, 'employer' means the temporary employment agency.
5.16	Foreman	- 5.16.1: Delete the fourth bullet point.
5.17	Workwear	
5.18	Health insurance	<ul style="list-style-type: none"> <li>- In this context, 'employer' means the temporary employment agency.</li> <li>- Delete for agency workers with a contract of employment subject to foreign law.</li> </ul>
6.5	Four-day work week for employees aged 55 or older	<ul style="list-style-type: none"> <li>- 6.5.2: Delete.</li> <li>- 6.5.3: Replace this provision with: <ul style="list-style-type: none"> <li>▪ To make a 4-day work week possible, the agency worker will use the following types of days: days of annual leave, scheduled paid days off, and additional scheduled paid days off for older employees.</li> </ul> </li> </ul>

collective agreement provisions to be applied	heading / subject	adjustments to content
		<ul style="list-style-type: none"> <li>▪ If the agency worker does not have enough of these days to cover the entire calendar year, he or she can take the additional days off at his or her own expense or work five days a week for a number of weeks.</li> <li>- 6.5.4: Delete.</li> <li>- 6.5.5: Replace 'purchased days off' with 'extra days off that the agency worker takes at his or her own expense'.</li> <li>- 6.5.6: Delete.</li> </ul>
7.2	The company's health & safety and sickness absence policy	- 7.2.1 to 7.2.5: Delete.
7.3	Working conditions at the construction site	<p>Where this concerns an agency worker with a contract of employment under foreign law, the following changes apply:</p> <ul style="list-style-type: none"> <li>- 7.3.6: Replace the second and third bullet points with: <ul style="list-style-type: none"> <li>▪ An agency worker aged 18 or 19 may only work independently in the job of a heavy equipment operator as referred to above if the employee: <ul style="list-style-type: none"> <li>- is in training to receive his or her heavy equipment driver/operator diploma or has this diploma; and</li> <li>- works under the supervision of a supervisor or an employee aged 22 or older with the same job.</li> </ul> </li> <li>▪ An agency worker aged 20 or 21 may only work independently in the job of a heavy equipment operator as referred to above if the employee is certified as a heavy equipment driver/operator.</li> </ul> </li> </ul>
7.4	Work stress of uta employee	- 7.4.1: Delete the first bullet point.
10.13.4	Terminology and starting points	

## Annex 7.3 Deviating guaranteed wages for agency workers in a construction site job with a contract of employment under foreign law

### 7.3.1 Guaranteed wage for agency workers aged 16 to 20 years (inclusive) working in a construction site job

**Table 7.3.1** *Guaranteed wage for agency workers aged 16 to 20 years (inclusive) working in a construction site job*

age	vocational qualifications in construction & infrastructure	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	no diploma	5,72	5,81	5,98
17	no diploma	6,44	6,54	6,74
	diploma	8,34	8,47	8,72
18	no diploma	7,86	7,98	8,22
	diploma	9,85	10,00	10,30
19	no diploma	9,30	9,44	9,72
	diploma	11,37	11,54	11,89
20	no diploma	10,73	10,89	11,22
	diploma	13,27	13,47	13,87

\* This table replaces clause 4.3 of the collective agreement

### 7.3.2 Guaranteed wage for apprentice agency workers working in a construction site job

**Table 7.3.2** *Guaranteed wage for apprentice agency workers working in a construction site job (in euros per hour)\**

age	1/1/2021	1/8/2021 (period 8)	1/1/2022 (period 1)
16	4,75	4,82	4,96
17	5,47	5,55	5,72
18	6,29	6,38	6,57
19	7,27	7,38	7,60
20	8,53	8,66	8,92
21 years or older	12,38	12,57	12,95

\* This table replaces clause 4.4 of the collective agreement

## Annex 8 Civil and landscape engineering works

### 1. Introduction

As can be seen in clauses 10.2 and 10.3 of this collective agreement:

- civil engineering works falls within the scope of this collective agreement;
- this is not the case for landscape engineering works, which fall within the scope of the Collective Agreement for Greenery, Soil and Infrastructure [*cao Groen, Grond en Infrastructuur*].

In practice, it is not always easy to make a distinction between civil engineering and landscape engineering works. For this reason, both terms are defined in clause 2 of this Annex and clause 3 provides examples of each category of activities.

### 2. Definitions

- Civil engineering works: the construction of paved surfaces, sewers, buildings and such for which a building or planning permit is required, as well as the associated maintenance.
- Landscape engineering works: activities carried out with, on or by machines and equipment for the creation of green spaces, the associated drainage and earthworks (topsoil), as well as the associated maintenance, with the exclusion of dredging activities with specific dredging equipment. The aforementioned landscape engineering works only apply if and insofar as no building/planning permit is required, with the exception of permits pertaining to actual plant and animal production and/or the creation of green spaces.

### 3. Examples

- Under own management, laying pipelines for drainage for agriculture, preparing soil and sand for an agricultural purposes, the occasional construction of culverts so that a plot of land can be opened up for agricultural use: these must all be considered landscape engineering works.
- Developing, improving and maintaining sports fields and other recreational spaces as well as all other earthworks for the benefit of landscape/civil engineering works relating to sport spaces, recreational spaces and such, planted areas and green areas along roads. The guiding principle here is that if a building/planning permit is required, these are civil engineering works, with the exception of the development and maintenance of the green space/planted area and the drainage and the topsoil for the green space/planted area, which are landscape engineering works.
- The landscape engineering works specific to land reclamation and land consolidation/reallocation: the opening up of land and land consolidation/reallocation must be regarded as landscape engineering works if there is related tillage (ploughing, harrowing, sowing, levelling the topsoil in preparation for planting, etc.) and as civil-technical activities if this concerns soil processing in the context of land development (the construction of roads, waterways and water pumping stations).

Notes to the second and third bullet points:

- In the case of contracting and carrying out a part of the works (sports fields, recreational parks, road construction and land consolidation/reallocation), the distinction between civil engineering and landscape engineering works can be applied in full.
- When the full scope of works mentioned above are accepted and carried out by one company, the distinction between civil engineering and landscape engineering works can be applied to the extent that sub-activities can be functionally distinguished from each other.

## **Annex 9. Rules on Dispensation**

### **Article 1 – Definitions**

The following definitions apply in these rules:

1. Administrative office: the general administrative office for the sector, Stichting Technisch Bureau Bouw & Infra, with its registered offices in Harderwijk (Postbus 1128, 3840 BC Harderwijk);
2. Parties to this collective agreement: the employers' associations and trade unions that have signed this collective agreement;
3. Committee: the Compliance Committee;
4. The collective agreement: the Collective Agreement for the Construction & Infrastructure Sector, which is deemed to include the Collective agreement on unworkable weather conditions [*cao Onwerkbaar weer Bouw & Infra*] and the Collective agreement on industry-wide schemes for the construction & infrastructure sector [*cao BTER Bouw & Infra*];
5. Request for dispensation: a request for dispensation from one or more provisions of the collective agreement;
6. Employer: an employer within the meaning of the collective agreement;
7. Employee: an employee within the meaning of the collective agreement.

### **Article 2 – Mandate**

1. The parties to this collective agreement decide on requests for dispensation.
2. The Compliance Committee is authorised to make decisions on behalf of the parties to the collective agreement.

### **Article 3 – Compliance Committee**

1. The administrative office submits requests for dispensation – accompanied by a recommendation – to the Compliance Committee.
2. The Committee comprises three representatives from the employers' side and three representatives from the employees' side of the parties to the collective agreement.
3. The employer members are appointed by Bouwend Nederland. Two employee members are appointed by FNV and one by CNV Vakmensen.
4. The Committee is supported by one or more employees of the administrative office.
5. The administrative office also provides the secretarial services.
6. Decisions are made by a simple majority of votes cast. Employees of the administrative office are not entitled to vote.
7. For decisions to be made, at least one member from the employer side and at least one member from the employee side must be present.
8. If more employer members are present at a Committee meeting than employee members or vice versa, the members of the group with the most attendees together cast as many votes as the other group members.
9. If, after a request for dispensation has been handled twice, the Committee has still not reached a decision, the case will be submitted to the parties to the collective agreement for consideration.

### **Article 4 – Confidentiality**

All parties involved in a request for dispensation are obliged to keep confidential any information that comes to their knowledge as a result of their involvement.

### **Article 5 – Submitting a request**

1. Any employer or employee or groups of employers and employees who believe that the application of provisions of the collective agreement is impossible or undesirable for him/her/them for valid reasons may submit a request for dispensation.
2. The Committee is reluctant to grant dispensation and will only grant a request for dispensation, in whole or in part, if all the following criteria (a to d) are met at a minimum:
  - a. in the Committee's opinion, the requesting party's situation is, either permanently or temporarily, so different to what is customary in the industry that, in the Committee's opinion, the requesting party cannot reasonably be expected to apply all or certain provisions of the collective agreement in full;
  - b. the deviating package of employment benefits/conditions of employment has been established between parties who, in the Committee's opinion, are sufficiently representative and sufficiently independent of each other;
  - c. the deviating package of employment benefits/conditions of employment has been drawn up in consultation with at least one of the trade unions directly involved in the collective agreement or with a trade union affiliated to the same trade union federation as that to which the trade unions involved in the collective agreement are affiliated; and
  - d. in the Committee's opinion, the package of employment benefits/conditions of employment taken as a whole is at least equivalent to that under the collective agreement.
3. The request is submitted in writing to the administrative office, specifying 'Dispensation'.
4. The request must at least include:
  - a. the name and address of the party submitting the request;
  - b. the signature of the party submitting the request;
  - c. a detailed description of the nature and extent of the request for dispensation, specifying in any case the provision or provisions of the collective agreement to which the request relates;
  - d. a precise description of the facts and of the requesting party's arguments as to why dispensation should be granted;
  - e. a concrete and motivated proposal regarding the package of employment benefits/conditions of employment that will apply after dispensation and its equivalence to the package of employment benefits/conditions of employment under the collective agreement;
  - f. the date of signing.
5. Upon request, the requesting party will provide, within a specified period, additional information and documents required for assessing the request and which he/she/they can reasonably obtain.
6. The requesting party may be assisted or represented by an authorised representative. An authorised representative may be required to present a written authorisation, unless the authorised representative is a lawyer.

### **Article 6 - Non-acceptance for consideration**

A request will not be considered if, after the requesting party has been given the opportunity to provide additional material in support of the request, the information and documents provided are insufficient to properly assess the request.

### **Article 7 – Examining a request**

Within two weeks of receipt of the request or of receipt of the requested information and documents, the party requesting dispensation will receive notice from the administrative office that the request is being examined and will receive a copy of these Rules on Dispensation.

### **Article 8 – Decision**

1. The Committee will take a decision as soon as possible, but in any case no later than eight weeks after the request has been accepted for examination. The Committee may extend this term one time only by eight weeks. The Committee can grant the request for dispensation in whole or in part if, in the opinion of the Committee, all the criteria referred to in Article 5(2) of these Rules on Dispensation have been met. The Committee may attach further conditions to the granting of a request for dispensation. If the request for dispensation is granted in whole or in part, the Committee can determine for how long the dispensation will apply to the party requesting dispensation. The administrative office sends written notification of the decision to the party requesting dispensation, specifying the reasons for this decision.
2. The decision is final and binding.

### **Article 9 – Dispute procedure**

1. If the party requesting dispensation does not agree with the procedure followed, that party can submit a complaint.
2. The complaint is submitted in writing to the administrative office, specifying ‘Dispensation procedure complaint’, and must include the following:
  - a. name and address of the party submitting the complaint;
  - b. the signature of the party submitting the complaint;
  - c. the reasons for the dissatisfaction with the procedure followed;
  - d. the date of the request.
3. The term for submitting a complaint is six weeks starting from the day following the day on which the decision is made known in writing as referred to in Article 8. Any complaint received after this period will be deemed inadmissible and therefore not accepted for consideration.
4. A complaint may also be declared inadmissible if it does not meet the requirements as stated in Article 9(2), provided that the party submitting the complaint has been given the opportunity to provide the missing information within a period of four weeks. No further extension will be granted.
5. Once the provisions of Article 9(2) have been met, the parties to the collective agreement will consider the complaint within eight weeks. The parties to this collective agreement may extend this term one time only by eight weeks. The administrative office sends written notification of the decision reached by the parties to the collective agreement to the party submitting the complaint, specifying the reasons for this decision.

### **Article 10 – Costs**

1. There are no costs for the party requesting dispensation for the submission and/or examination of the request.
2. The party requesting dispensation must cover his/her/their own costs and cannot claim reimbursement of these costs from the Committee, the administrative office or the parties to the collective agreement.



**Article 11 – Revoking a dispensation**

The Committee is entitled to revoke a dispensation in the event that one or more criteria as referred to in Article 5(2) are no longer being met and/or one or more conditions as referred to in Article 8(1) of these Rules of Dispensation are no longer being met. The administrative office sends written notification of the decision to revoke the dispensation to the party that was granted the dispensation, specifying the reasons for this decision.

**Article 12 – Amendments to the Rules of Dispensation**

The parties to this collective agreement are authorised to amend these Rules of Dispensation.

**Article 13 – Final provision**

The parties to the collective agreement will make a decision on any other cases not covered under these Rules on Dispensation.

## **Annex 10. Rules on Disputes and Arbitration**

### **Article 1 – Definitions**

The following definitions apply in these rules:

1. Administrative office: the general administrative office for the sector, Stichting Technisch Bureau Bouw & Infra, with its registered offices in Harderwijk (Postbus 1128, 3840 BC Harderwijk);
2. Parties to this collective agreement: the employers' associations and trade unions that have signed this collective agreement;
3. Committee: the Compliance Committee;
4. The collective agreement: the Collective Agreement for the Construction & Infrastructure Sector, which is deemed to include the Collective agreement on unworkable weather conditions [*cao Onwerkbaar weer Bouw & Infra*] and the Collective agreement on industry-wide schemes for the construction & infrastructure sector [*cao BTER Bouw & Infra*];
5. Disputes: disputes between the employer and employee about the application of one or more provisions of the collective agreement;
6. Employer: an employer within the meaning of the collective agreement;
7. Employee: an employee within the meaning of the collective agreement.

### **Article 2 – Mandate**

1. The parties to this collective agreement make decisions on disputes arising from or relating to the provisions of this collective agreement.
2. The Compliance Committee is authorised to make a decision on behalf of the parties to the collective agreement.

### **Article 3 – Compliance Committee**

1. The administrative office submits disputes – accompanied by a recommendation – to the Compliance Committee.
2. The Committee comprises three representatives from the employers' side and three representatives from the employees' side of the parties to the collective agreement.
3. The employer members are appointed by Bouwend Nederland. Two employee members are appointed by FNV and one by CNV Vakmensen.
4. The Committee is supported by one or more employees of the administrative office,
5. The administrative office also provides the secretarial services.
6. Decisions are made by a simple majority of votes cast. Employees of the administrative office are not entitled to vote.
7. For decisions to be made, at least one member from the employer side and at least one member from the employee side must be present.
8. If more employer members are present at a Committee meeting than employee members or vice versa, the members of the group with the most attendees together cast as many votes as the other group members.
9. If the Committee is unable to make a decision after a dispute has been considered two times, the matter will be submitted to the parties to the collective agreement for consideration.
10. When considering a dispute, the Committee may engage an expert to assist in the deliberations. The Committee decides who to engage as an expert and will accept the opinion of this expert.

#### **Article 4 – Confidentiality**

All parties involved in dispute arbitration are obliged to keep confidential any information that comes to their knowledge as a result of their involvement.

#### **Article 5 – Submitting a request**

1. A request for arbitration can be submitted by any employee or employer for whom the dispute has a direct impact on their interests.
2. The request is submitted in writing to the administrative office, specifying ‘Dispute’.
3. The request must at least include:
  - a. the name and address of the party submitting the request;
  - b. the signature of the party submitting the request;
  - c. the name and address of the party to whom the request relates;
  - d. a precise description of the dispute and of the requesting party’s reasons for submitting the request for arbitration;
  - e. whether the requesting party is seeking a binding decision or a non-binding opinion;
  - f. the date of the request.
4. Upon request, the requesting party will provide additional information and documents required for assessing the request and which he/she/they can reasonably obtain.
5. The requesting party and other party to the dispute may be assisted or represented by an authorised representative. An authorised representative may be required to present a written authorisation, unless the authorised representative is a lawyer.

#### **Article 6 - Non-acceptance for consideration**

A request will not be accepted for consideration if:

- a. legal proceedings have already been initiated, unless the Committee decides otherwise;
- b. a court decision has already been given on the dispute;
- c. the request is submitted later than six months after the date the employment ended;
- d. the dispute relates to a situation that arose more than five years before the request was submitted;
- e. after the requesting party has been given the opportunity to provide additional material in support of the request, the information and documents provided are insufficient to properly assess the request;
- f. the requesting party and the other party to the dispute have made no or insufficient effort to reach a solution prior to submitting the request.

#### **Article 7 – Examining a request**

1. The requesting party receives notice from the administrative office that the request is being examined.
2. The administrative office will inform the party to whom the request relates in writing that the office has received the request, and this party will be given the opportunity to respond in writing within three weeks of the date of this notification.
3. Dispute proceedings may go into a second round, with the views of both parties being considered, within two weeks of the initial proceedings.
4. Both parties will receive a copy of these rules.

#### **Article 8 – Opinion/decision**

1. The administrative office sends written notification of the opinion (or decision as applicable) to both parties to the dispute, specifying the reasons for this opinion/decision.
2. Unless both parties have requested a binding decision, the solution proposed by the Committee will be in the form of a non-binding opinion.

**Article 9 – Costs**

1. There are no costs for the party requesting dispute arbitration or for the other party to the dispute for the submission or arbitration of the dispute.
2. The requesting party and the other party to the dispute will each cover their own costs and are cannot claim reimbursement of these costs from the other party, the Committee, the administrative office or the parties to the collective agreement.

**Article 10 – Amendments to the Rules on Disputes and Arbitration**

The parties to this collective agreement are authorised to amend these Rules on Disputes and Arbitration.

**Article 11 – Final provision**

The parties to the collective agreement will make a decision on any other cases not covered under these Rules on Disputes and Arbitration.

## **Annex 11. Changes to the article numbers of collective agreement provisions**

[Annex 11.1 From old to new numbering](#)  
[Annex 11.2 From new to old numbering](#)

## Annex 11.1 From old to new numbering

2018/2019 Collective Agreement	title	2020 Collective Agreement
Preamble	(list of parties signing the collective agreement)	Signatures
Introduction	Introduction (incl. Declaration of universally binding status)	Introduction; Declaration of universally binding status
<b>1. Scope</b>		
1	Definitions	2.4; 10.1; 10.2, 10.3; Annex 8
2	Scope	10.1; 10.2; 10.3, 10.7; Annex 8
3	Work scope survey	10.8
4	From uta to construction site employee	1.2
5	Subcontracting	10.5
6	Temping and engaging agency workers	10.1; 10.6.1 to 10.6.3:
7	Foreign employees	10.4
8	Working abroad (construction site employee)	10.7
9	Working in Belgium (construction site)	10.2
10	Works in Germany (construction site)	10.2
11	Requests for dispensation	10.10
12	Disputes	10.12
13	Compliance surveys	10.11
14	Term	10.13
15	Transitional provisions	10.13
<b>2. Start of employment and employment termination</b>		
16	Pre-employment health screening	1.1
17	The contract of employment	1.3; 10.1
18	Introduction	Deleted
19	Job performance	1.4; 1.5
20a	Termination of employment – construction site employee	1.6; 1.7; 7.5
20b	Termination of employment – uta employee	1.6; 1.7
21	Job vacancies	Deleted
22	Arrangements in the event of death	1.6
<b>3. Working week and time-related allowances and premiums</b>		
23	Standard provisions for working period and working hours	2.2; 2.5; 10.1
24	Non-standard provisions for working period and working hours	2.2; 2.3
25	Part-time work	3.1 to 3.3; 3.5; 3.6; 4.8.2; 5.1; 5.4; 5.11; 5.12; 5.18; 10.13
26a	Four-day work week construction site employee 55+ years	6.5
26b	Four-day work week uta employee 55+ years	6.5
27	Maintenance work on Saturday (moved to 23)	2.5
28	Banked hours scheme for construction site employees	2.9; 4.15

29	Non-mandatory overtime for construction site employees	2.8; 10.1
30(a)	Unusual working hours premium	5.3
30(b)	Overtime premium for construction site employees	2.8; 5.3; 5.7; 5.8; 5.15
31	Overtime for uta employees	2.8; 5.7
32	Shifted hours for infrastructure works by construction site employees	2.4; 5.15
33	Shift work for construction site employees	2.6; 5.8
34	On-call duty for construction site employees	2.7; 5.2
<b>4. Holidays and leave</b>		
35(a)	Annual leave for construction site employees	3.1
35(b)	Annual leave for uta employees	3.1
36(a)	Scheduled paid days off for construction site employees	3.2
36(b)	Scheduled paid days off for uta employees	3.2
36(c)	Additional scheduled paid days off for older construction site employees	3.3
36d	Additional scheduled paid days off for older uta employees	3.3
37	Public holidays	3.4
38	Short periods of absence	3.6
39	Leave for terminal care and bereavement	3.5
<b>5. Income</b>		
40	Definitions	5.16; 10.1
41(a)	Job classification for construction site employees	1.2
41(b)	Job classification procedure for STA	1.2
42(a)	Guaranteed wage for construction site employee	1.2; 4.2; 4.3; 4.5; 5.6; 5.16
42(b)	Guaranteed wage for construction site employee in BBL level 2 training	4.4; 10.1
42(c)	Guaranteed wage for construction site employee in BBL level 3 training	4.4; 10.1
43	Salary scales for uta employees	1.2; 4.8; 4.9; 4.10; 4.11
44	Pay increases	4.12
45	Performance-related pay for construction site employees	4.6
46(a)	Holiday pay for construction site employees	4.13
46(b)	Holiday pay for uta employees	4.13; 4.14
47(a)	Personal budget	4.14; 6.1; 6.4
47(b)	Time Savings Fund for construction site employees	4.15
47(c)	Time Savings Fund for uta employees	4.15
48	Transitional arrangement for life-course savings scheme	4.16
49	Payment of wages – construction site employees	4.7; 10.1
<b>6. Other payments and allowances/bonuses</b>		
50	Travel allowance for construction site employees	5.9; 5.13
51	Travel allowance for construction site employees	5.10; 5.13
52	Driver's allowance for construction site employees	5.9
53	Allowance/bonus for damage-free driving by construction site employee in a driver job	5.1
54	Travel and accommodation expenses, STA	5.9; 5.13; 5.14
55	Working far from home, allowance for construction site employee	5.13
56	Workwear and tools, allowance for construction site employee	5.5; 5.17; 7.3; 7.5; 10.1
57	Dry stone pitching allowance	5.11
58(a)	First aider certificate, allowance for construction site employee	5.4

58(b)	First aider/in-house emergency responder certificate, allowance for uta employee	5.4
59	Health insurance	5.18
60	Union subscription, beneficial tax arrangement	5.12
<b>7. Training and development</b>		
61	Sustainable employability	6.4
62(a)	Training for construction site employees	1.4; 6.3
62(b)	Continuing education for uta employees	6.3
63	Accreditation of prior learning, construction site employee	Deleted
64	Vocational training: terms and definitions	5.6; 6.1; 10.1;10.2
65	Vocational training for construction site employees	4.4; 6.1; 10.1
66	Apprentice trainer	6.1
67	Work placements in construction	6.2
<b>8. Health and safety</b>		
68	Personal preventive care package	7.1
69	Sickness absence policy and registration	7.2; 9.1
70(a)	Specific health & safety provisions	7.3; 10.9
70b	Specific health & safety provisions, construction site employees	7.3
70c	Specific health & safety provisions, uta employees	7.2; 7.3; 7.4
71	Safety, infrastructure works	7.3
72	Work stress measures, uta employees	7.4
73	Regulations for freezing weather and construction site works	7.5
74	Unworkable weather conditions, provisions/additional provisions	7.5
75	Group accident insurance	7.6
<b>9. Incapacity for work and unemployment</b>		
76	Sick pay	9.1
77(a)	Incapacity for work, construction site employee - work for third parties	9.1
77(b)	Incapacity for work, uta employee - work for third parties	9.1
78	Vocational rehabilitation	9.2
79	Bonus for vocational rehabilitation in second year of sickness absence	9.2
80	Pension accrual in second year of sickness absence	9.1
81	Year-end bonus while on sick leave	9.3
82	One-off payment for periods of lay-off – deleted	Deleted
83	Pension accrual during periods of lay-off	9.4
<b>10. Industry-wide schemes and pension</b>		
84	Social funds	10.1; 10.14
85a	Pension scheme and supplementary arrangements, construction site employees	4.17
85b	Pension scheme and supplementary arrangements, uta employees	4.17
86	Collective top-up scheme for uta – deleted	Deleted
87	Employers' liability insurance	9.3
<b>11. Employee representation</b>		
88	Trade union activities in the company	8.1; 8.2
89	Powers of the Works Council	10.9
90	Employee representation in construction consortia	8.3
91	Merger	8.4



92	Acquisition of company and company closure	8.4; 10.1
93	Employment consultations in the company	Deleted
94	Annual Social Report	8.5
<b>12. Working agreements of the parties</b>		
95	Obligations of the employers' associations and trade unions	10.15
96	Protocol agreements	10.16
<b>Annexes</b>		
1	Civil and landscape engineering works, examples	Annex 8
2	Application of the Collective Agreement C&I to agency workers	Annex 7
3	Application of the Collective Agreement C&I to foreign employees	Annex 6
4	Example of a contract of employment with standard provisions	Annex 2
5	Period of notice for a construction site employee	Deleted
6	Working hours, other provisions	Annex 3
7	Stichting Tijdsparfondts Bouw & Infra up to 2016	Deleted
8	Stichting Tijdsparfondts Bouw & Infra	4.14; 4.15; 10.1; Annex 4
9(a)(1)	List of jobs: construction site employees	Annex 1.1
9(a)(2)	Job and salary structure; scaffolding installation employees	Annex 1.2
9(b)	Job structure; uta employees	Annex 1.3
10(a)	Wage tables for construction site employees	4.2; 4.3; 4.4; 4.5; 5.6; 5.16
10(b)	Salary scales for uta employees	4.8 to 4.11
11	Personal preventive care package	7.1
12	Health & safety and sickness absence policy – moved	7.2
13	Travel time table, up to 49km one way	5.10
14	Rules on Dispensation	Annex 9
Address and contact details	Address and contact details of the parties to the collective agreement	Address and contact details

## Annex 11.2 From new to old numbering

2020 Collective Agreement	title	2018/2019 Collective Agreement
	Introduction	
<b>1</b>	<b>Commencement and termination of employment</b>	
1.1	Pre-employment health screening	16
1.2	Job classification	4; 41(a); 41(b); 42(a)(1); 42(b)(1); 42(c)(1); 43(1); and 5(a)
1.3	Contract of Employment	17
1.4	During employment: construction site employee	19; 62(a)(4)
1.5	During employment: uta employee	19
1.6	Termination of the contract of employment	20(a); 20(b); 22(1) and (2)
1.7	Settlement of wages at end of employment	20(a)(8) to (13); 20(b)(6) to (9) and (11)
<b>2</b>	<b>Working hours and work schedule</b>	
2.1	Working hours schedule	23; 24
2.2	Standard provisions and non-standard provisions	23; 24; 32
2.3	Non-standard provisions: Additional conditions	24
2.4	Shifted hours for infrastructure works	1(13); 32
2.5	Maintenance work on a Saturday	23(5)(b)
2.6	Shift work	33
2.7	On-call duty	34
2.8	Overtime	29; 31
2.9	Banked hours scheme	28
<b>3</b>	<b>Days off and leave</b>	
3.1	Holiday	35(a) and (b); 25(2) and (5)
3.2	Scheduled paid days off	36(a) and (b); 25(2), (3) and (5)
3.3	Additional scheduled paid days off for older employees (transitional scheme)	36(c) to (d); 25(2), (3) and (5)
3.4	Public holidays	37
3.5	Compassionate leave in the event of a death	25(4); 39
3.6	Short periods of absence	38; 25(2) and (5)
<b>4</b>	<b>Income</b>	
4.1	Introduction	new
4.2	Guaranteed wage for employees aged 21 or older	42(a)(1); Annex 10a
4.3	Guaranteed wage for employees aged 16 to 20 (inclusive)	42(a)(3) to (6); Annex 10(a)
4.4	Guaranteed wage for apprentice employees	42(b); 42(c); 65(4); Annex 10(a)
4.5	Starting table for construction site employees	42(a)(7)(a); Annex 10(a)
4.6	Performance bonus	45
4.7	Rules relating to payment of wages	49
4.8	Salary; introduction	25(5); Annex 10(b)
4.9	Salary for employees aged 21 or older	43; Annex 10(b) table 1
4.10	Salary for employees aged 16 to 20 (inclusive)	43; Annex 10(b) table 2
4.11	Starting table for uta employee	43(6); Annex 10(b) table 2, incl. footnote to table 2
4.12	Pay increases	44
4.13	Holiday pay	46(a); 46(b)
4.14	Personal budget	46(b); 47(a); Annex 8
4.15	Time Savings Fund	28(9); 47(b); 47(c); Annex 8

4.16	Life-course savings scheme: transitional scheme	20(a)(12); 20(b)(10); 48
4.17	Pension	85(a); 85(b)
<b>5</b>	<b>Allowances, premiums, bonuses and such</b>	
5.1	Professional driver	53; 25(2)
5.2	On-call duty	34
5.3	Unusual working hours	30(a); 30(b)(7); 23(5)
5.4	First aid and in-house emergency response	58(a); 58(b); 25(5)
5.5	Hand tools	56(3) and (4)
5.6	Apprentice trainer or instructor	42(a)(2); 64(9) and (10); Annex 10(a) table II
5.7	Overtime	30(b); 31
5.8	Shift work	30(b)(4); 33
5.9	Travel expenses	25(4) and (5); 50; 52; 54
5.10	Travel time	25(4); 51; Annex 13
5.11	Dry stone pitching and fascine mattress work	57; 25(2)
5.12	Union contributions	60; 25(5)
5.13	Working far from home	50(5); 51(7); 54(4) and (5); 55
5.14	Relocation costs	25(5); 54(7)
5.15	Shifted hours for infrastructure works	30(b)(6); 32
5.16	Foreman	40(4); 42(a)(2); Annex 9(a)(2); Annex 10(a) table II
5.17	Workwear	56(2) and (4)
5.18	Health insurance	59; 25(5)
<b>6</b>	<b>Career</b>	
6.1	Vocational training, construction site employee	47(a)(9); 63; 64; 65; 66
6.2	Traineeship/apprenticeship in the construction and infrastructure sector	67 and C&I assistant
6.3	Continuing professional education	62(a); 62(b)
6.4	Ongoing career development	47(a)(9); 61
6.5	Four-day work week for employees aged 55 or older	26(a); 26(b)
<b>7</b>	<b>Working conditions and safety</b>	
7.1	Personal preventive care package	68; Annex 11
7.2	The company's health & safety and sickness absence policy	69; 70(c); Annex 12
7.3	Working conditions at the construction site	56(1); 70(a); 70(b); 70(c); 71
7.4	Work stress of uta employee	70(c); 72
7.5	Unworkable weather conditions	73; 74; 20(a)(14); 56(2)
7.6	Accidents	75
<b>8</b>	<b>Employee representation</b>	
8.1	Trade union contact persons	88(1)
8.2	Contact between trade unions and employees	88(2)
8.3	Employee representation in construction consortia	90
8.4	Mergers, acquisition of company, and company closure	91; 92
8.5	Social policy	94
<b>9</b>	<b>Sickness absence, incapacity for work and unemployment</b>	
9.1	Sickness absence	69; 76; 77(a); 77(b); 80
9.2	Vocational rehabilitation	78; 79
9.3	Incapacity for work	81; 87
9.4	Unemployment	83
<b>10</b>	<b>About this collective agreement</b>	
10.1	Terms and definitions	1; 2; 6; 17; 23; 29; 40; 42(b); 42(c); 49; 56; 64; 65; 84; 92;

		Annex 8; Annex 10(b) and new definitions
10.2	Who is subject to this collective agreement?	1(3), 5, 6(a) and 12; 2(1) to (4); 7; 9; 10; 64(6)
10.3	Who is not subject to this collective agreement?	1(11) and (14); 2(5), (6) and (7)
10.4	Contract of employment under foreign law	7
10.5	Subcontracting	5
10.6	Engaging agency workers and payrolling company workers	6; new
10.7	Voluntary application of this collective agreement	2(7); 8
10.8	Work scope survey	3; work scope survey rules
10.9	Departures from this collective agreement	70(a)(3); 89
10.10	Dispensation	11
10.11	Compliance survey	13
10.12	Disputes	12
10.13	Features of this collective agreement	14; 15; 25
10.14	<i>Cao BTER Bònn &amp; Infra</i> (collective agreement on industry-wide schemes for the construction & infrastructure sectors)	84 and the introduction to the <i>Cao BTER Bònn &amp; Infra</i>
10.15	Obligations of parties to the collective agreement	95
10.16	Working agreements of the parties to the collective agreement	96
<b>Annexes</b>		
1.	Job classification	Annexes 9(a)(1), 9(a)(2) and 9(b)
2.	Contract of employment: example of standard provisions	Annex 4
3.	Working hours and rest periods: non-standard provisions	Annex 6
4.	Time Savings Fund	Annex 8
5.	Trainee/apprenticeship scheme	new
6.	Contract of employment under foreign law	Annex 3
7.	Agency work	Annex 2
8.	Civil and landscape engineering works	Annex 1
9.	Rules on Dispensation	Annex 14
10.	Rules on Disputes and Arbitration	new
11.	Changes to the article numbers of collective agreement provisions	new
	<b>Signatures</b>	Preamble
	<b>Declaration of Universally Binding Status</b>	Introduction
	<b>Address and contact details</b>	Address and contact details of the parties to the collective agreement

# Signatures

This Collective Agreement for the Construction & Infrastructure Sector for the period from 1 January 2021 to 31 December 2022 has been concluded by:

the employers' associations:

- Bouwend Nederland  
(Dutch association of construction & infrastructure companies)
- Bond van Aannemers van Tegelwerken in Nederland (Bovatin)  
(Association of tiling contractors in the Netherlands)
- Vereniging van Steiger-, Hoogwerk- en Betonbekistingbedrijven (VSB)  
(Dutch association of scaffolding, working at height and concrete formwork companies)
- Vereniging van Infrabedrijven MKB INFRA  
(Dutch association of small and medium-sized infrastructure companies)
- Boorinfo  
(Dutch association of concrete drilling, sawing and breaking companies)
- MKB Bouw  
(Dutch organisation for small and medium-sized construction business owners)
- Vereniging Wapeningsstaal Nederland (VWN)  
(Dutch association of steel reinforcement companies)
- Vereniging voor aannemers in de sloop (VERAS)  
(Dutch association for demolition contractors)
- Noordelijke Vereniging Burgerlijke- en Utiliteitsbouw (NVBU)  
(Association of residential and non-residential construction companies in the northern part of the Netherlands)
- Ondernemersvereniging Bestratingsbedrijven Nederland (OBN)  
(Dutch organisation for block paving companies)
- Vereniging Gebouwschil Nederland, secties Metselen en Voegen  
(Dutch building envelope association, Masonry and Joints sections)
- WoningBouwersNL  
(Dutch association of house builders)
- Vereniging van Waterbouwers  
(Dutch association of companies in the hydraulic engineering sector)

and the trade unions:

- FNV, and
- CNV Vakmensen.nl

## Declaration of universally binding status

- Since the majority of provisions in this collective agreement have been declared to be universally binding, they apply to all employers and employees who fall within their scope.
- The parties to the collective agreement have agreed that certain provisions will not be deemed to be universally binding: the specified provisions then only apply to organised employers and their employees. This also applies to provisions that the Ministry of Social Affairs and Employment has deemed as not falling under the 'Declaration of universally binding status'. Examples of provisions of the collective agreement that, by their nature, do not fall under the 'Declaration of universally binding status' are those regarding pensions, reinsurance of employers' own risks/excess of loss insurance/captive insurance and provisions not relating to labour matters.
- The Declaration of Universally Binding Status Decree [*AVV-besluit*] of the Ministry of Social Affairs and Employment states which collective agreement provisions are universally binding. This decree is published (in Dutch) on the following websites: [www.overheid.nl](http://www.overheid.nl) and [www.uitvoeringarbeidsvoorwaardenwetgeving.nl](http://www.uitvoeringarbeidsvoorwaardenwetgeving.nl).
- The 'Declaration of universally binding status' comes into effect on the day after said decision is published in the Dutch government gazette [*Staatscourant*] or on the date specified in the decision and remains in effect until no later than the end date of the collective agreement.

## Address and contact details

### parties to the 2020 Collective Agreement for the Construction & Infrastructure Sector

employers			
employers' association	postal address	phone number	website
Bouwend Nederland	Postbus 340, 2700 AP Voorburg	079 325 2252	<a href="http://www.bouwendnederland.nl">www.bouwendnederland.nl</a>
Aannemersfederatie Nederland Bouw en Infra*	Postbus 1085, 3900 BB Veenendaal	031 854 4900	<a href="http://www.aannemersfederatie.nl">www.aannemersfederatie.nl</a>
WoningBouwersNL (Dutch association of house builders)	Postbus 620, 2270 AP Voorburg	070 386 0204	<a href="http://www.woningbouwersnl.nl">www.woningbouwersnl.nl</a>
Vereniging van Waterbouwers (Dutch association of companies in the hydraulic engineering sector)	Bezuidenhoutseweg 12, 2594 AV The Hague	070 349 0700	<a href="http://www.waterbouwers.nl">www.waterbouwers.nl</a>
employees			
trade union	postal address	phone number	website
FNV	Postbus 9208, 3506 GE Utrecht	088 368 0368	<a href="http://www.fnv.nl">www.fnv.nl</a>
CNV Vakmensen.nl.	Postbus 2525, 3500 GM Utrecht	030 751 1007	<a href="http://www.cnvvakmensen.nl">www.cnvvakmensen.nl</a>

\*Aannemersfederatie Nederland Bouw en Infra (Dutch confederation of building and infrastructure contractors) represents that following employers' associations who have signed this collective agreement: Bond van Aannemers van Tegelwerken in Nederland (Bovatin), Vereniging van Steiger-, Hoogwerk- en Betonbekistingbedrijven (VSB), Vereniging van Infrabedrijven MKB INFRA, Boorinfo Branche Vereniging, Ondernemersorganisatie MKB Bouw, Vereniging Wapeningsstaal Nederland (VWN), Vereniging voor aannemers in de sloop (VERAS), Noordelijke Vereniging Burgerlijke- en Utiliteitsbouw (NVBU), Ondernemersvereniging Bestratingsbedrijven Nederland (OBN) en Vereniging Gebouwschil Nederland, secties Metselen en Voegen.