

# 2023 Construction & Infra CA

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# 1. Entering and leaving the employment

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- 1.2 Job classification
- 1.3 Employment contract
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- 1.5 During the employment contract: STA employee
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## 1.1 Pre-employment medical examination

### 1.1.1 Process

- The pre-employment medical examination is conducted to determine whether a prospective employee is medically fit for the job they want to take up.
- The inspection is carried out by a certified occupational health and safety service that has concluded a cooperation agreement with Volandis.
- During the pre-employment medical examination, the health and safety service uses Volandis's implementation procedures, professional descriptions, and assessment guidelines.

### 1.1.2 Mandatory status

- The pre-employment medical examination is mandatory for positions that make special demands on the medical fitness of the prospective employee. This concerns the jobs marked with an asterisk (\*) in Annexe 1.1, Annexe 1.2 or Annexe 1.3.

### 1.1.3 Exception

- The pre-employment medical examination is not mandatory if the prospective employee has worked as an employee in the construction & infrastructure sector for the past three years and a pre-employment medical examination was already performed for a similar position during this period of time.
- The pre-employment medical examination is not compulsory if the candidate employee is supervised by an occupational health and safety service or an implementing body, such as the municipal authorities or the UWV.
- The employer and the occupational health and safety service/implementing body must record their agreements on the deployment of this prospective employee in writing. They must do so before the conclusion of the employment contract.

### 1.1.4 Examination results

- The result is expressed as either 'suitable', 'suitable under conditions', or 'unsuitable'.
- The occupational health and safety service announces the result to the prospective employee. If the employee explicitly agrees thereto, the health and safety service will also inform the employer of the result.
- If the result is that the prospective employee is 'suitable', the employer may conclude an employment contract with the prospective employee.
- If the result is that the prospective employee is 'suitable under conditions', the employer may conclude an employment contract with the prospective employee after agreeing with

the occupational health and safety service/implementing body on how the conditions will be met in writing.

- If the result is that the prospective employee is 'unsuitable', the employer may not conclude an employment contract with the prospective employee for that position.

#### 1.1.5 Repeat examination

- If the prospective employee disagrees with the test result, they can ask Vollandis for a repeat examination. When doing so, they are to indicate the reason for desiring such repeat examination.
- The repeat examination is performed by a different company doctor than the one conducting the initial examination.

#### 1.1.6 Voluntary preliminary pre-employment medical examination

- If the employee is not subject to a mandatory pre-employment medical examination they may voluntarily agree to a pre-employment medical examination. The employee must themselves make an appointment with the occupational health and safety service to do so.

## 1.2 Job classification

### 1.2.1 Construction site employee

- The construction site employee is classified in a job as listed in Annexe 1.1 or Annexe 1.2. This is done by the employer.
- Each job belongs to a particular job group. The job group determines the guaranteed wage the employee is entitled to. This does not apply:
  - for employees aged 16 to 20,
  - while undergoing training by way of block or day release (BBL), or
  - when the starting table included in section 4.5 applies.The guaranteed wages are listed in Chapter 4.
- If the employee's job is not listed in Annexes 1.1 or 1.2, the employer and/or the employee can ask the parties to this CA to decide on the job classification. Pending this decision, the employer will, for the time being, determine according to which job grade the employee will be paid. It chooses the job group that, in its view, contains similar jobs.

### 1.2.2 STA employee

- The STA employee will be classified in the job structure included in Annexe 1.3. This is done by the employer.
- The employer classifies the employee according to the nature of the work. In doing so, it will adhere to the procedure set out in Annexe 1.3.
- The job level determines the salary the STA employee is entitled to. This does not apply if the starting table applies. The salaries are listed in Chapter 4.
- The employer informs the employee of how its salary structure is set up.

### 1.2.3 From STA to construction site employee

- If the company has fewer than five STA employees, the employer can have the collective agreement provisions for construction site employees apply to these STA employees. This does not affect the job and salary of the STA employees.
- This conversion is allowed only if all STA employees involved agree to it.

#### 1.2.4 The employee disagrees with the job classification

- An employee who disagrees with their job classification must first consult with their employer.
- If this does not result to a solution to the disagreement, they can appeal to their employees' organisation: FNV or CNV Vakmensen. The employer, for its part, can appeal to its employers' organisation that entered into this CA.
- If this does not result in a solution, either, the employer and/or the employee can ask the parties to the CA to rule on this dispute. Refer to section 10.12 and Annexe 10.
- While these steps are being taken, the employer may maintain its job classification.

### 1.3 Employment contract

#### 1.3.1 Written

- All employment contracts are entered into in writing. An example is included in Annexe 2.
- The employment contract must at any rate state:
  - the name and residence of the employee and the employer,
  - the start date of the employment contract,
  - whether the contract has been entered into for a fixed term or is open-ended,
  - in the case of a fixed-term contract: the end date or term of the contract,
  - if applicable, that the contract is an on-call contract featuring an hourly guarantee,
  - the probationary period, if any,
  - the procedure, including notice periods, to be followed by the employer and employee when the employment contract is terminated\*,
  - the working hours per day or per week,
  - arrangements relating to work outside normal daily or weekly working hours and the associated pay, and - where applicable - all arrangements on shift swapping\*,
  - the job title and job classification,
  - the place of work or, if there is no fixed place of work, the indication that the employee will perform their work at different places or is free to determine their place of work,
  - the amount and composition of the agreed fixed wage or salary per payment period,
  - the method and frequency of payment of the agreed fixed wage or salary\*,
  - a provision stating that this collective agreement applies to the employment contract,
  - that the employee participates in the bpfBOUW\* pension scheme,
  - the names of the institutions to which social security contributions are paid\*, and
  - any agreements on fringe benefits.

*\* This information may also be provided to the employee in a manner other than in the employment contract, albeit in writing or, with the express consent of the employee, electronically, such in accordance with the provisions of Section 7:655 of the Dutch Civil Code.*

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

- Zero-hours contracts are not allowed.
- The same applies to on-call contracts without an hourly guarantee.

### 1.3.3 Probationary period

**Table 1.3.3 Probationary period**

employment contract term	specification	maximum probationary period	
		construction site	STA
<b>open-ended</b>	N/A	2 months	2 months
<b>fixed-term</b>	6 months or less	no probationary period	no probationary period
	more than 6 months, less than 1 year	2 weeks	1 month
	1 to 2 years	1 month	1 month
	2 years or more	2 months	2 months
	not ending on a specific date*		1 month

\* For example, an employment contract for the duration of a project.

- A probationary period only applies if this is stipulated in the employment contract.
- The term of the probationary period depends on the length of the employment contract. Refer to Table 1.3.3.

### 1.3.4 A chain of employment contracts

- In accordance with Section 7:668a of the Dutch Civil Code, a chain of employment contracts consists of:
  - multiple, successive fixed-term employment contracts,
  - with any intervening period not exceeding six months at a time.
- If the chain lasted for more than 36 months, starting from the first day after the lapse of those 36 months, the last employment contract in the chain will count as an open-ended employment contract.
- If the chain consists of more than three fixed-term employment contracts, the fourth must be an open-ended employment contract.
- Exception: when the employment contract is concluded with an employee who has reached state pension age, pursuant to Section 7:668a(12) of the Dutch Civil Code, the following applies:
  - If the chain lasted for more than 48 months, starting from the first day after the lapse of those 48 months, the last employment contract in the chain will count as an open-ended employment contract.
  - If the chain consists of more than six fixed-term employment contracts, the seventh must be an open-ended employment contract.
 Only fixed-term employment contracts entered into after the employee reached the state pension age are counted in this chain.
- Exception: in derogation from the first paragraph of section 1.3.4, with respect to certain jobs, a chain of employment contracts consists of:
  - multiple, successive fixed-term employment contracts,
  - with any intervening period not exceeding *three* months at a time.
 This concerns jobs that cannot, for climatic reasons, be performed by the employee for more than nine months per year. It concerns the following construction site jobs as listed in Annexe 1.1:
  - asphalt worker (job 15),
  - screed worker (job 87),
  - driver with diploma (job 122),



- road marker I (job 85), II (job 59), and III (job 14).

### 1.3.5 Relationship with agency work and payrolling

- If the employer is able to extend a fixed-term employment contract without this leading to an open-employment contract yet decides not to do this, it may not hire agency or payroll workers to perform the same work.
- Exception: this prohibition does not apply if the employment contract was not renewed because the employee was demonstrably not performing to satisfaction.

## 1.4 During the employment contract: construction site employee

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

- If the employer hires a construction site employee who has not worked in the construction & infrastructure sector before, it has this employee attend a one-day basic safe and healthy working course. The employer will pay the associated costs.
- This obligation does not apply if the employee is an apprentice.

### 1.4.2 Obligations of the construction site employee

- The construction site employee performs the assigned work to the best of their ability. They do so in accordance with the employer's regulations. The employer must take the employee's position into account in this connection.
- To the extent and as long as the employee is unable to perform their own job, they are obliged to do other work that matches their job.
- The employee behaves as a good employee.

### 1.4.3 Working for another company

- In the following cases, the construction site employee who has no legitimate objections to doing so is obliged to work for a company other than that of the employer:
  - in occasional cases, for a short time and
  - when the one company provides temporary assistance to the other.At least the same conditions apply in this case as when the employee works for the employer's company.
- The employer may also have the employee work for an affiliated company, such as a subsidiary. The following rules apply in this context.
  - The employee's working conditions remain at least the same.
  - The employment contract with the supplying employer remains in place. This does not apply if it has been agreed in writing that the latter employment contract will end. In that case, the same conditions will apply to a new employment contract with the affiliated company.

### 1.4.4 Working for others in time off

- A construction site employee may not perform professional work for others in their time off if:
  - this results in them not having sufficient rest time left under the Working Hours Act or
  - this demonstrably harms the employer's interest.
- Exception: this is allowed if the employer has given its prior written consent.

#### 1.4.5 Suspension

- The employer may suspend the construction site employee for up to one week without continued payment of wages if an urgent reason to do so, as referred to in Section 7:678 of the Dutch Civil Code, exists. The employer must inform the employee in writing of the reasons and duration of the suspension.
- The employer always retains the option of summarily dismissing the employee under Section 7:677 of the Dutch Civil Code.

### 1.5 During the employment contract: STA employee

#### 1.5.1 Obligations of the STA employee

- The STA employee is obliged:
  - to perform the assigned work appropriate to their job to the best of their ability,
  - to do so at a place to be reasonably determined by the employer, and
  - to do other work in special circumstances. The employer must first conduct reasonable consultation with the employee in this regard.

#### 1.5.2 Working for another company

- In the following cases, the STA employee who has no legitimate objections to doing so is obliged to work for a company other than that of the employer:
  - the other company is an operating company, subsidiary, or parent company of the employer;
  - the other company is a combination the employer is involved with, be it via an operating company, a subsidiary, the parent company, or otherwise;
  - in special cases, when the one company provides temporary assistance to the other.
- The following rules apply in this context.
  - The employment contract with the supplying employer remains in place and the terms of employment remain at least equal. This does not apply if the supplying employer and the employee have made other agreements in writing.
  - The supplying employer will pay for any additional travel and accommodation costs incurred by the employee. It will establish a scheme for this purpose.

#### 1.5.3 Priority in case of vacancies

- When technological innovations results in STA positions changing, the employer will, in filling these position, give priority to STA employees already employed by it.

#### 1.5.4 Working for others in time off

- An STA employee may not perform professional work for others in their time off if:
  - this results in them not having sufficient rest time left under the Working Hours Act or
  - this demonstrably harms the employer's interest.
- Exception: this is allowed if the employer has given its prior written consent.

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- The employer may suspend the STA employee for up to one week without continued payment of wages if an urgent reason to do so, as referred to in Section 7:678 of the Dutch Civil Code, exists. The employer must inform the employee in writing of the reasons and duration of the suspension.
- The employer always retains the option of summarily dismissing the employee under Section 7:677 of the Dutch Civil Code.

## 1.6 Termination of the employment contract

*Table 1.6.1 Notice periods*

employment contract term	notice period employer	notice period employee
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 more	4 months	1 month

### 1.6.1 Notice periods

- The statutory notice periods apply to the termination of an employment contract. Refer to Table 1.6.1.

### 1.6.2 Exceptions

- State pension age: has the employee reached state pension age? In that case, pursuant to Section 7:672(3) of the Dutch Civil Code, a notice period of one month applies to the employer.
- UWV dismissal permit: does the employer hold a dismissal permit from the UWV? In that case, the notice period is reduced by the time the UWV procedure has lasted, such in accordance with the rules of Section 7:672 of the Dutch Civil Code. The UWV states the length of the procedure in the dismissal permit. The notice period may in such a case never be less than one month.
- Construction site employee: do any holidays of the consecutive summer holidays' period fall inside the notice period? In that case, the notice period is extended by this number of days.

### 1.6.3 Method of termination

- The employer or employee wishing to terminate the employment contract must do so in writing.
- Construction site employees: in their case, the notice is given by the end of a calendar week. The actual termination of the employment contract - subject to the notice period - takes place on a Monday. If the notice period ends on a Monday, the actual termination will take place on the following Monday.
- STA employees: in their case, the termination takes place at the end of a payment period. The actual termination of the employment contract - subject to the notice period - takes place after the last day of a payment period. This can be another day if the employer and the employee have so agreed in writing or if such is customary.

### 1.6.4 End of fixed-term employment contract

- If the employee has an employment contract for six months or more and that employment contract is set to end on a specific calendar date, the employer is obliged to inform the employee in writing as to whether it wants to renew the contract and, if so, under what conditions. It must do so no later than one month before the end date.
- If the employer fails to do so, it is obliged to pay the employee the statutory compensation in lieu of notification.

### 1.6.5 Death

- On the employee's death, the employer pays a lump-sum death benefit to the employee's joint surviving relatives. This compensation is equal to the employee's agreed fixed wage or salary for the period from the day of death until the end of that month and for the two months following that month. This is in derogation of Section 7:674 of the Dutch Civil Code.

- Accidental death: refer to section 7.6.
- In the case of a construction site employee: does this employee die while commuting or while working? If so, the employer must pay for the transportation of the remains to the place of residence. Exceptions: this does not apply if that residence is outside the Netherlands or if the costs are reimbursed under a statutory scheme.

## 1.7 Settlement on termination of the employment contract

**Table 1.7 Settlement at the end of the employment contract**

employment condition/subject	specification	method of settlement
wage/salary components	e.g., overtime, travel time, and holiday allowance	at the time of wage/salary payment
holiday	days not yet taken	pay out* or the employee takes them before the end of the employment contract
	too many days taken	set-off allowed
scheduled time off	days not yet taken	take before the end of the employment contract, after consultation with the employer (refer to 1.7.2)
	too many days taken	do not offset unless... (refer to 1.7.2)
extra scheduled day off for older people	days not yet taken	pay out or the employee takes them before the end of the employment contract
	too many days taken	set-off allowed
improving labour market position	N/A	set-off against transitional allowance allowed (refer to 1.7.3)

\* This does not apply to the holidays over and above the statutory minimum already paid out through the Time Savings Fund.

### 1.7.1 Process

- Table 1.7 shows the settlement to take place between the employer and employee at the end of the employment contract.
- Refer to section 6.5.6 for the settlement of purchased days off if the employee has a four-day working week under the scheme for employees aged 55 and over.

### 1.7.2 Exceptions to the settlement of scheduled days off

- If the employee has any scheduled days off left at the time the employer goes bankrupt, these days are treated as days not taken during the notice period either, unless they were demonstrably already scheduled.
- However, a surplus of scheduled days off taken may be offset:
  - if the employee resigns themselves, or
  - in case of summary dismissal pursuant to Section 7:677 of the Dutch Civil Code.

### 1.7.3 Transition payment

- Did the employer invest in improving the employee's labour market position during the term of the employment contract, such as by paying for retraining to another job? In that case, the employer can deduct the investment from the transition payment. It may only do so if the conditions of the Transition Payment Cost Deduction (Conditions) Decree are met.
- The employer may not deduct the amount it has paid for the employee's individual budget from the transition payment.

## 2. Hours of employment and working hours

2.1	Working hours schemes
2.2	Basic scheme and framework scheme
2.3	Framework scheme: additional conditions
2.4	Shifted infrastructure work hours
2.5	Maintenance work on Saturdays
2.6	Shift work
2.7	On-call duty
2.8	Overtime
2.9	Saved hours model

### 2.1 Working hours schemes

#### 2.1.1 Basic or framework scheme

- The basic hours of employment and working hours scheme (hereinafter referred to as the: “basic scheme”) applies to all employees. The basic scheme assumes average daily and weekly working hours. Refer to section 2.2.
- The framework hours of employment and working hours scheme (hereinafter referred to as the: “framework scheme”) allows the limits of the basic scheme to be extended in parts. The employer and employees may conclude company-wide agreements on such extensions. Refer to sections 2.2 and 2.3.

#### 2.1.2 Additional customisation options

- The following additional options for making customised agreements on the hours of employment and/or working hours within the company exist:
  - shifted infrastructure work hours (refer to section 2.4),
  - maintenance work on Saturdays (refer to section 2.5),
  - shift work (refer to section 2.6),
  - on-call duty (refer to section 2.7), and
  - saved hours model (refer to section 2.9).

### 2.2 Basic scheme and framework scheme

*Table 2.2 Characteristics of the basic and framework schemes*

subject	basic scheme for all employees	framework scheme limits for deviating from the basic scheme
Normal hours of employment	An average of 40 hours per working week and an average of 8 hours per day.	
	Both averaged over a 13-week period.	Both averaged over a period of up to 26 weeks (infrastructure: up to 52 weeks).
Working week/ working days	- Monday through Friday. - 5 days	- Monday through Saturday. - No more than 5 days on average, measured over a 4-week period.

Working hours per day	Maximum of 9 hours as per schedule.	- Maximum of 10 hours as per schedule. - 16 and 17 years: maximum of 9 hours as per schedule.
Normal working hours construction site employee	- Between 07:00 and 19:00 (in case of tidal work: 06:00 and 19:00). - The schedule does not extend beyond these normal working hours.	- Between 06:00 and 19:00. - Scheduling outside these normal working hours is allowed. - On Monday through Friday, the special working hours allowance only applies outside these normal working hours (refer to section 5.3).
Working on Saturdays	- Saturday is not a normal working day. - The employer can oblige employees to work a maximum of 5 Saturdays a year. The working week will continue to consist of five working days.	The employer may make working on Saturdays mandatory.
	The special working hours allowance applies to all hours worked (refer to section 5.3).	
Working on Sundays*	- Sunday is not a normal working day. - Working on Sundays is not mandatory. - The special working hours allowance applies to all hours worked (refer to section 5.3).	
Overtime	- Overtime refers to working more hours on a day than the schedule provides for. - Overtime allowance: refer to section 5.7.	
Schedule: general	The employer sets daily and weekly working and rest times. In doing so, it must adhere to the following conditions: - prior reasonable consultation with the employee; - take the employee's personal circumstances into account; - ensure regular and predictable work patterns as much as possible; - create a schedule that meets the requirements of the basic scheme or (if applicable) the framework scheme; - clearly indicate the start and end time of the working day in the schedule; - make the schedule available to the employee at least 14 days in advance; the employer may only make it available at a later time if the employee agrees therewith.	
Schedule: differences	The employer also indicates the beginning and end of the 13-week period for average hours of employment in the schedule.	The employer also indicates the beginning and end of the period of up to 26 weeks for average hours of employment (for infrastructure: period of up to 52 weeks) in the schedule.
Saved hours model for construction site employees	The employer can allow the employee to accumulate 80 saved hours per calendar year (refer to section 2.9).	
		For the infrastructure sector, the maximum is 160 saved hours per calendar year, a maximum of 128 of which are mandatory additional hours per calendar year, to a maximum of 5 per week.
Other characteristics	- Additional conditions are set out in sections 2.2.1 through 2.2.3.	- Additional conditions are set out in sections 2.2.1 through 2.2.3 and 2.3.

	- Annex 3 applies to those working and rest times components not referred to in those sections.	- Annex 3 applies to those working and rest times components not referred to in those sections.
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\* Residential & non-residential construction employees who work on Sundays are entitled to at least eight Sundays off every 13 weeks.

### 2.2.1 The outlines

- Table 2.2 shows the main characteristics of the basic and framework schemes.

### 2.2.2 Wage payment

- In both schemes, working hours are expressed as an *average* number of hours per working week. However, the employer pays the agreed fixed wage or salary for at least the average working hours per working week agreed in the employment contract.
- Exception: if the employee is on a week's leave without entitlement to continued wage payment, the employer will deduct these leave hours from the number of hours to be paid out.

### 2.2.3 Construction site employee: limits on working time, break(s), and travel time

- The construction site employee's working time, prescribed break(s), and actual travel time together may not exceed 12 hours per day. If necessary, working times are reduced to stay within this limit. Travel hours that, as a result, are spent during work time are paid as hours worked.
- Exception: if the employee works overtime, a maximum of 13 hours per day applies.

## 2.3 Framework scheme: additional conditions

### 2.3.1 Conditions for derogation from the basic scheme

- The employer may operate a framework scheme under the following conditions.
- It must first have reached a written agreement with:
  - the participation body and
  - at least 70% of the employees concerned (this cannot be arranged in the individual employment contracts).
- The employer organises the consultations with the participation body and the employees concerned. The participation body may have itself be assisted by one or more trade union representatives.
- The term of any agreed framework scheme will be specified in the scheme. The term may never exceed that of this collective agreement. No tacit renewal of the scheme is allowed.
- The employer informs the parties to this CA about the agreements made. It must do so via the Construction & Infrastructure Technical Centre's digital desk ([www.tbbouw.nl](http://www.tbbouw.nl)). When doing so, the employer must provide evidence of the required agreement with the participation body and employees.
- As long as a framework scheme has not been reported to the Construction & Infrastructure Technical Centre, the basic scheme will continue to apply within the company.
- The employer evaluates the implementation of the agreements concluded. It will inform the parties to the CA of the outcome at their request. Such information is provided via the Construction & Infrastructure Technical Centre.

### 2.3.2 Conditions for derogation from the framework scheme

- If the employer wishes to make arrangements that go beyond the limits of the framework scheme, it may do so only once:

- the employees' organisations FNV and CNV Vakmensen have agreed to this and
- it has informed the parties to the CA about the agreements reached; such information is provided via the Construction & Infrastructure Technical Centre.

## 2.4 Shifted infrastructure work hours

### 2.4.1 Process

- The shifted infrastructure work hours scheme applies to construction site employees.
- The scheme relates to:
  - renewal, maintenance, and repair of infrastructure works (work on roads, railways, sewerage and cable networks, and engineering structures),
  - expanding the basic scheme within the limits of sections 2.4.2 and 2.4.3.
- Working in shifted infrastructure work hours will be limited to the bare essentials. And it is allowed only if the client demands it in the specifications.
- If asphalt must be produced in this context, the asphalt plants employees follow the same work pattern. Section 2.4 applies in full in this context.

### 2.4.2 Extension of the basic scheme

- Normal working hours: an average of 40 hours per calendar week, averaged over a 13-week period.
- Normal working hours: working outside the normal work hours as listed in the basic scheme is allowed if the employer and employee have agreed thereto in writing.
- Saturday and/or Sunday: these are not normal working days. But working on Saturdays and/or Sundays is allowed. This is subject to the conditions of the shifted infrastructure work hours scheme.
- Allowances: the allowance for shifted infrastructure work hours as listed in section 5.15 applies; the allowance for working special hours does not.
- Schedule: in unforeseen circumstances, the employer may deviate from the rule of making the schedule available to the employee at least 14 days in advance without requiring prior consultation.

### 2.4.3 Additional rules

- The following rules also apply to work in shifted infrastructure work hours.
  - Four-day work week.
 

A four-day working week of up to 10 hours a day is allowed if all shifts start after 20:00. This four-day working week may not result in lower pay or lower accrual of rights in industry funds than would be the case for a five-day working week.
  - Rest periods.
    - . The employee is entitled to an uninterrupted rest period of 48 hours per week. Every other week, that rest period includes the period from Saturday 06:00 to Sunday 21:00.
    - . If the employee switches from working normal hours to working shifted hours during the working week, he is entitled to at least 10 hours of rest between the shifts. Any commuting hours are added to this total. He may stop working earlier the day before if this is required to make this possible. The employer continue to pay the agreed fixed wage.
    - . If the working hours started after 20:00 and the employee drives one or more colleagues back, he is entitled to half an hour's rest time before going home.
  - Scheduled days off and public holidays.



If the work is performed in a calendar week containing scheduled days off and/or public holidays, the working hours of employees working shifted hours is reduced by the same amount as those of employees working normal hours.

- Older workers.

In principle, employees aged 57 or over do not have to work shifted hours for more than 30 weeks per calendar year.

## **2.5 Maintenance work on Saturdays**

### **2.5.1 Process**

- The employer may have the employee do maintenance and repair work on buildings that are occupied and in use on Saturdays. Such buildings include homes, offices, hospitals, and industrial enterprises.

### **2.5.2 Conditions**

- The client in the terms and conditions demands that the work be done on Saturdays.
- The employee is not obliged to work on Saturdays.
- Work takes place within the normal working hours under the basic scheme.
- The employee is entitled to the special hours allowance referred to in section 5.3. The employer in addition also grants compensation in the form of time for time. The employee may choose to have a permanent day off in the Monday to Friday period. On that day, the employer does not pay wages.

## **2.6 Shift work**

### **2.6.1 Who do the provisions apply to**

- The collective agreement provisions on shift work apply to construction site employees.

### **2.6.2 Hours of employment and normal working hours**

- The following rules on the hours of employment and normal working hours apply to shift work under a duty roster.
  - In the case of two-shift work, the maximum hours of employment is 80 hours per fortnight. In the case of three-shift work, this maximum is 120 hours per three weeks.
  - The normal working hours are from Monday, 00:00 to Friday, 24:00.

### **2.6.3 Allowance**

- The employee working in shifts is entitled to the shift work allowance referred to in section 5.8.

## **2.7 On-call duty**

### **2.7.1 Process**

- The on-call duty scheme applies to construction site employees.
- The employee on on-call duty is available outside the schedule hours to do work that cannot wait until the next working day.
- On-call duty is mandatory if it is part of the job and agreed upon when accepting the job.

### 2.7.2 Allowances

- Employees on on-call duty are entitled to the on-call duty allowance referred to in section 5.2.
- If the employee is called to work when serving on-call duty, the hours worked will count as overtime. The overtime allowance referred to in section 5.7 applies.

### 2.7.3 Additional conditions

- The employer will draw up an on-call duty schedule in consultation with the employee. This must meet the requirements of Annexe 3.
- If the employee works on a public holiday recognised in this CA when serving on-call duty while this day falls inside their normal work week, the employee may take another day off in lieu of that holiday.

### 2.7.4 Alternative arrangement

- The employer may agree on an alternative arrangement with the works council. Refer to section 10.9.

## 2.8 Overtime

### 2.8.1 Process

- Overtime is worked when more hours are worked on a day than is required under the schedule set according to this collective agreement. Mandatory extra hours from the saved hours model do not count as overtime.
- The employee is not obliged to work overtime.
- Overtime allowance: refer to section 5.7.

### 2.8.2 Conditions for construction site employees

- The following conditions apply to overtime worked by construction site employees.
  - Only in special cases, when circumstances dictate.
  - Consent of at least 70% of affected employees required.
  - Working time, prescribed break(s), and actual travel time together may not exceed 13 hours per day. If necessary, working times are reduced to stay within this limit. Travel hours that, as a result, are spent during work time are paid as hours worked.
  - The employer keeps an overtime list for each project, noting, on a per-employee basis, the number of overtime hours worked per week and the employee's choice of compensation in time or money (refer to section 5.7). The employer submits these lists to the participation body once a year. If no participation body exists while the company employs 10 or more employees, the employer discusses the subject of overtime with the employees once a year. The employer will make the overtime lists available for these consultations.
  - If the employer has more than 25% of its employees work overtime on a project while this overtime lasts over a week, it will seek advice from the participation body. If no participation body exists it seeks advice from the employees concerned.
  - Systemic overtime is prohibited. In special cases, the parties to the CA may waive this prohibition.
  - A young person under 18 is not allowed to work overtime.

### 2.8.3 Systemic overtime work by STA employees

- In principle, STA employees should not systemically have to work overtime.

## 2.9 Saved hours model

### 2.9.1 Process

- The saved hours model applies to construction site employees. Saved hours consist of mandatory extra hours and/or travel hours.
- The model aims to accommodate peak and low times in production. In periods when there is a lot of work - often in the months of April through October - the employee accrues saved hours. During periods when there is less work - often from November through March - the employer may use the saved hours to allow the employee to work fewer days.
- Financial settlement takes place by the Time Savings Fund, such according to the rules laid down in section 4.15 and Annexe 4.

### 2.9.2 Mandatory status

- The employer may require the construction site employee to participate in the saved hours model.
- Exceptions: participation is not mandatory for the following persons:
  - construction site employees under 18 years of age or
  - construction site employees working part-time or
  - persons not employed by the employer, such as agency workers.

### 2.9.3 Accrual and taking of saved hours

- The employer may require the employee to accrue up to 80 saved hours each calendar year. Accrual may be spread over a total of 26 weeks. In the case of infrastructure work under the framework scheme, the maximum amounts to 160 saved hours.
- Mandatory extra hours are worked in units of at least half an hour. This is subject to limits of 3 hours per week and 64 hours per calendar year. In the case of infrastructure work under the framework scheme, limits of 5 hours per week and 128 hours per calendar year apply. To reach the maximum number of saved hours per year, the employee may also submit travel hours.
- The employer converts the mandatory extra hours and travel hours to the number of hours saved.
  - One mandatory extra hour is equal to one saved hour plus the applicable allowance percentage for that hour according to Table 2.9.4.
  - The conversion from travel hours to saved hours is as follows. If the employee's guaranteed wage is equal to the guaranteed wage of job group A or lower, one travel hour equals one saved hour. If their guaranteed wage is higher, the employer divides the guaranteed wage of job group A by the employee's guaranteed wage. In this latter case, one travel hour yields less than one saved hour. The employer may not compensate this using mandatory extra hours. As an example, Table 2.9.3 shows how the conversion of travel hours into saved hours works out for an employee with a guaranteed wage according to Table 4.2.
- The employer may apply the saved hours in periods when there is less work. Saved hours are exclusively applied in blocks of an entire day.
- The employer provides the employee with an overview showing when it will apply what number of saved hours. It shall do so at least seven days in advance. The employer keeps the overview in its records.
- The employer has until 1 April each year to apply accrued saved hours. If any saved hours remain on that date they will expire, unless the employee has opted to carry them over to the next saved hours period. In the latter case, the employer can apply these hours until 1 April of the following calendar year.

**Table 2.9.3 Example of conversion of travel hours into saved hours\***

job group	1 travel hour =
A	1.00 saved hour
B	0.95 saved hour
C	0.89 saved hour
D	0.83 saved hour
E	0.79 saved hour

\* This table applies only at in the case of the guaranteed wage listed in Table 4.2.

#### 2.9.4 Wages

- The employer deposits the wages paid on the mandatory extra hours and the travel hours deposited into the employee's account with the Time Savings Fund. Each mandatory extra hour is paid at the rate of one hour of agreed fixed wages plus the allowance percentage applicable for that hour according to Table 2.9.4. Each travel hour is paid at the rate of one hour of guaranteed pay, to a maximum of the guaranteed wage of job group A.
- The employer applying saved hours does not have to pay wages for those days. The employee can withdraw these wages from their account with the Time Savings Fund. It is therefore important that they do not use this part of their balance in the Time Savings Fund for other purposes for as long as they still has saved hours that the employer can apply.

**Table 2.9.4 Mandatory extra hours allowance**

type of hours	allowance
the first three mandatory extra hours per day immediately preceding or following the normal working day	25%
other mandatory extra hours between Monday, 05:00 and Saturday, 21:00	50%
mandatory extra hours between Saturday, 21:00 and Monday, 05:00	100%
mandatory extra hours on a public holiday recognised in this collective agreement	100%

#### 2.9.5 Other rules

- Working time, prescribed break(s), and actual travel time together may not exceed 13 hours per day. If necessary, working times are reduced to stay within this limit. Travel hours that, as a result, are spent during work time are paid as hours worked.
- As long as the employee has saved hours left, the employer may not dismiss them. An exception applies to summary dismissal under Section 7:677 of the Dutch Civil Code.
- If the employer applies saved hours to give employees time off while work as yet needs to be done, the employer must first ask the employees placed off-schedule if they want to do this work.
- A different saved hour model may only be applied after agreement with the employees' organisations FNV and CNV Vakmensen. The employer must submit a copy of the agreements made with these organisations to the Construction & Infrastructure Technical Centre.

### 3. Days off and leave

- 3.1 Holidays
- 3.2 Scheduled time off
- 3.3 Additional scheduled time off for older employees (transitional scheme)
- 3.4 Public holidays
- 3.5 Leave in connection with a death
- 3.6 Short-term absence
- 3.7 Informal care

#### 3.1 Holidays

**Table 3.1 Holidays per calendar year**

age	up to 18 years		18 years and over
	construction site	STA	construction site and STA
total	29	27	25
- of which statutory	20	20	20
- of which non-statutory	9	7	5

##### 3.1.1 Number of holidays

- Table 3.1 shows the number of holidays the employee accrues per calendar year. Construction site employees will receive one extra day of holiday in each year where Christmas and New Year's are separated by five working days.
- The numbers listed in Table 3.1 apply to employees:
  - who are employed by the employer for the entire calendar year and
  - who belonged to their age category for the entire year.
- If the employee was only employed by the employer for part of the year, they are entitled to a number of holidays in proportion to the term of their employment in that year.
- If the employee turns 18 during the calendar year, they are entitled to the number of days in proportion to that part of the year he was under and over 18, respectively.
- If the employee works part-time, they are entitled to a number of days in proportion to their working hours.

##### 3.1.2 Pay during holidays

- The employer pays the wages referred to in Section 7:639 of the Dutch Civil Code for each holiday. The individual budget is used to pay the wages during five holidays in excess of the statutory minimum.
- These wages consist of the wage components that the employer would have had to pay the employee for the agreed work if the employee had worked on the holiday. Holiday pay does not include allowances for expenses incurred by the employee in the performance of their work.

##### 3.1.3 Holidays and sickness

- Accrual of holidays in excess of the statutory minimum ends after six months of sickness. If the sick employee works part of their normal work hours after that time, they *do* accrue holidays in excess of the statutory minimum on the hours worked.

- If the employee has been sick for over six months and therefore failed to accrue enough holidays for the term of the collective company closure in summer, the employer will pay for a maximum of 2.5 days of the missing days.
- If the employee is sick on a set holiday they may as yet take up that day at another time.
- If the employee is unable to take one or more holidays for reasons referred to in Section 7:635 of the Dutch Civil Code while notifying the employer thereof in advance, the employer will grant them the opportunity to as yet take that day or days at another time. The employer in consultation with the employee determines the time such days are taken.

### 3.1.4 Taking holidays: general

- The basic principle is that statutory days are taken first and holidays in excess of the statutory minimum are taken second.
- The employer sets the holiday dates. In doing so, it will follow the wishes of the employee. The employer may deviate from these wishes only if:
  - that holiday would jeopardise business continuity and
  - it has informed the employee thereof in writing, within two weeks of the employee making their wishes known in writing.

### 3.1.5 Taking holidays: construction site employees

- In addition to the provisions of section 3.1.4., the following applies to construction site employees.
  - These employees are entitled to three consecutive weeks of summer holiday. This only applies if they have accrued enough holidays to do so. To the extent possible, the employer will set the dates of these holidays before 1 December of the previous year, doing so at the employee's request.
  - If the construction site employees has to participate in a company closure, they are allowed to take an additional consecutive three-week holiday. This only applies if they have accumulated sufficient holiday and scheduled days off to do so.

### 3.1.6 Taking holidays: STA employees

- In addition to the provisions of section 3.1.4, STA employees must take at least three weeks of consecutive holidays if this is necessary from a business perspective. This is done in consultations between the employer and the employee.

## 3.2 Scheduled time off

**Table 3.2 Scheduled time off per calendar year and method of payment**

employee	number of scheduled days/hours off			method of payment*	
	total	of which collective**	of which freely to be taken	wage/salary	individual budget
construction site	20 days (160 hours)	10 days (80 hours)	10 days (80 hours)	10 days (80 hours) collectively	10 days (80 hours) freely to be taken
STA	15 days (120 hours)	0 days (0 hours)	15 days (120 hours)	10 days (80 hours)	5 days (40 hours)

\* Refer to section 3.2.2. \*\* Refer to section 3.2.3.

### 3.2.1 Number of scheduled days off

- Table 3.2 shows how many scheduled days off the employee accrues per calendar year and how payment for those days is effected. The employee does not work on scheduled days off.
- The numbers of days listed in Table 3.2 apply to the employee employed by the employer for the entire calendar year. If the employee was only employed by the employer for part of the year, they are entitled to a number of days in proportion to the term of their employment in that year.
- If the employee works part-time, they are entitled to a number of days in proportion to their working hours.

### 3.2.2 Pay during scheduled days off

- On a scheduled day off, the employer pays the agreed fixed wage or salary. As shown in Table 3.2, the individual budget is used for some scheduled days off.

### 3.2.3 Taking scheduled days off

- Scheduled days off that can be taken freely are set according to the employee's wishes. The employer may deviate from these wishes only if:
  - this would jeopardise the continuity of the business process and
  - it has informed the employee thereof in writing, within two weeks of the employee making their wishes known in writing.
- Collective scheduled days off only apply to construction site employees. These days are determined by the employer in proper and early consultations with the works council. If no works council exists they are determined in consultations with the employees concerned or - if they so wish - with a delegation of employees elected by them.
- Collective scheduled days off can also be set in hours.
- The employer records the dates/hours on which the employee will have collective scheduled time off in an overview for each calendar year. It will provide this overview to the employee at least 10 days before the beginning of the calendar year. If agreed in advance, the overview may cover a period shorter than a calendar year.
- If the employer fails to provide this overview even after the employee(s) or one of the employees' organisations FNV and CNV Vakmensen have demanded that it do so, the parties to the CA will jointly ensure that this happens as yet.
- Untaken scheduled days off expire at the end of the calendar year.

### 3.2.4 Scheduled days off and sickness

- The employee accrues scheduled days off when sick.
- If the employee is sick on a designated scheduled day off, they have no right to take up that day at another time.
- However, the employer may decide, by mutual agreement with the employee, to have that day taken at a later date.

### 3.2.5 Value of a scheduled day off: STA

- The value of a scheduled day off for an STA employee is 0.4% of the annual salary.

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

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

year of birth	number of additional days	
	construction site	STA
1955 or before	13	11
1956 - 1960	10	9
1961	10	9
1962	9	8
1963	8	7
1964	7	6
1965	6	5

#### 3.3.1 Number of additional scheduled days off

- Table 3.3 shows how many extra scheduled days off the older employee accrues per calendar year. These are not holidays as referred to in Section 7:634 of the Dutch Civil Code.
- The numbers of days in table 3.3 apply to employees:
  - who are employed by the employer for the entire calendar year and
  - who belonged to their age category for the entire year.
- If the employee was only employed by the employer for part of the year, they are entitled to a number of days in proportion to the term of their employment in that year.
- If the employee works part-time, they are entitled to a number of days in proportion to their working hours.

#### 3.3.2 Pay during additional scheduled days off

- If the employee takes an extra scheduled day off, the employer pays the agreed fixed wage or salary for that day.
- The employer may be eligible for compensation of the wage costs of additional scheduled days off taken. The conditions are:
  - the days are taken by a construction site employee
  - the requirements of the Regulations on the transitional scheme covering additional scheduled days off for older employees of the Construction & Infrastructure Supplementary Fund have been met. These regulations are part of the BTER Construction & Infrastructure collective agreement.The employer can submit claims to this fund.

#### 3.3.3 Taking additional scheduled days off

- The employee must take their additional scheduled days off in the year in which they accrue them. The employer enables them to do so.
- Additional scheduled days off not taken expire at the end of the calendar year.

#### 3.3.4 Additional scheduled time off and sickness

- Accrual of additional scheduled days off ends after six months of sickness. If the sick employee works part of their normal work hours after that time, they *do* accrue additional scheduled days off over those hours.
- If the employee is sick on a set additional scheduled day off, they may as yet take up that day at another time. They must do so in consultation with the employer.



## 3.4 Public holidays

### 3.4.1 Public holidays recognised in the CA

- The employee is entitled to paid leave on New Year's Day, Easter Monday, King's Day, Ascension Day, Whit Monday, both Christmas days and once every five years on 5 May (in 2025, 2030, etc.).
- The employer pays the agreed fixed wage or salary for these holidays.
- If the employee performs shift work on a public holiday recognised in this CA the employer will grant them paid leave on another day.

## 3.5 Leave in connection with a death

### 3.5.1 Terminal care

- The employee is entitled to leave for terminal care of a terminally ill relative.
- This entitlement consists of 10 days of paid leave in a 12-month period. This 12-month period starts from the first day of leave.
- If the employee works part-time, they are entitled to a number of leave days in proportion to their working hours.
- The leave applies to the following family members: spouses, children (including foster children and children-in-law), parents (including step-parents and parents-in-law), siblings (including half-siblings).
- In addition to paid leave, the employee can take unpaid leave for this purpose. This is statutory long-term care leave.

### 3.5.2 Bereavement leave

- The employee is entitled to 10 days of paid bereavement leave on the death of a family member as referred to in section 3.5.1.
- If the employee works part-time, they are entitled to a number of leave days in proportion to their working hours.
- In principle, the leave starts immediately after the death.

### 3.5.3 Pay during terminal care and bereavement leave

- In the case of an employee taking the paid leave referred to in sections 3.5.1 and 3.5.2, the employer pays the agreed fixed wage or salary.

### 3.5.4 Relationship with statutory care leave

- If the employee made use of paid leave under the CA as referred to in section 3.5.1 and/or 3.5.2 and takes statutory short-term care leave within 12 months of the start of this leave, the employer does not have to pay wages during that short-term leave. This in derogation of the law.

## 3.6 Short-term absence

Notwithstanding the provisions of the Work and Care Act, the following applies.

### 3.6.1 Family events (unpaid leave)

- The employee is entitled to unpaid leave for:
  - festive events within the family, such as betrothals, weddings, baptisms, or (service) anniversaries and
  - other special circumstances within the family, such as the sickness or death of a spouse, a housemate, a (foster) child, another family member, or a relative.

### 3.6.2 Medical Affairs (unpaid leave)

- The employee is entitled to unpaid leave for:
  - necessary visits to the dentist, GP, or specialist,
  - outpatient treatment,
  - periodic occupational health examinations, and
  - the hospitalisation and discharge of a housemate.

### 3.6.3 Other situations involving unpaid leave

- The employee is also entitled to unpaid leave for:
  - religious non-Christian holidays,
  - examinations or re-examinations (e.g., medical or military examinations),
  - a move of house,
  - examinations (this does not apply to apprentices; they are entitled to paid leave in the event of an examination; refer to section 6.1.4),
  - meetings of the employees' organisations FNV and CNV Vakmensen, insofar as the employee is personally invited to such meetings as a member,
  - registering as a jobseeker with the UWV and applying for jobs after they have been declared redundant,
  - a preparation course for retirement,
  - exercise of the right to vote, and
  - obligations that the law imposes on the employee personally.

### 3.6.4 Financial compensation

- In the situations described in sections 3.6.1, 3.6.2, and 3.6.3, the employer does not pay wages or salary. This in derogation of the law. In compensation, the employee will, via their individual budget, receive the cash value of 24 hours per calendar year. If the employee works part-time, they are entitled to a number of leave days in proportion to their working hours. The number of hours of unpaid leave the employee actually takes is irrelevant.
- Exception: if the employee is chronically ill or has suffered a serious accident and it is likely that they will have to take more than 24 hours of unpaid leave in a year as a consequence thereof, the employer and the employee will jointly agree on a suitable solution. If the employee concerned is receiving treatment from a doctor or therapist, the following will at any rate apply. Starting from the 25th hour they is required to take leave for treatment, the employer will pay at least 50% of the agreed fixed wage or salary.

### 3.6.5 Home emergency (paid leave)

- If the employee has to deal with an emergency situation at home that does not constitute a situation as listed in sections 3.6.1, 3.6.2, or 3.6.3 - such as a burst water pipe or a fire - the law entitles them to paid emergency leave.
- This leave is limited to the number of hours reasonably necessary to resolve the emergency.
- The employer pays the agreed fixed wage or salary.

### 3.6.6 Delivery by the partner

- When their partner gives birth, the employee is entitled to one day's paid leave. The employer pays the agreed fixed wage or salary.
- In addition, the employee is entitled to statutory birth leave. This is comprised of two parts.
  - Leave of once the number of working hours per week. The employer pays the agreed fixed wage or salary.
  - Additional leave of up to five times the number of working hours per week. The UWV pays a benefit amounting to 70% of the daily wage.

### 3.6.7 General terms and conditions

- The following rules apply to leave as referred to in section 3.6.
  - Leave is determined in consultation with the employer.
  - The employee must inform the employer at least one day in advance. If this is not possible, the employee will inform the employer as soon as possible.
  - The employee indicates the reason for taking leave. The employer may ask for supporting documents.
  - If the leave is taken by a construction site employee who has to work far from home, as referred to in section 5.13.1, they are entitled, when taking leave, to reimbursement of the travel expenses they have to incur for this purpose. The maximum entitlement is comprised of the travel costs to their place of residence and back again, calculated in accordance with the provisions of section 5.9.

## 3.7 Informal care

### 3.7.1 Custom arrangements

- If the employee will need to perform informal care duties, they are to discuss the matter with the employer. The aim of such discussion is to make custom arrangements to allow the employee to fulfil these informal care duties.

## 4. Income

4.1	Introduction
	Construction site employees
4.2	Guaranteed wage 21 years or older
4.3	Guaranteed wage 16-20 years
4.4	Guaranteed wage apprentice
4.5	Starting table for construction site employees
4.6	Performance bonus
4.7	Wage payment rules
	STA employees
4.8	Salary: introduction
4.9	Salary 21 years or older
4.10	Salary 16-20 years
4.11	Start table for STA employees
	For all employees
4.12	Wage and salary raises
4.13	Holiday allowance
4.14	Individual budget
4.15	Time Savings Fund
4.16	Pension

### 4.1 Introduction

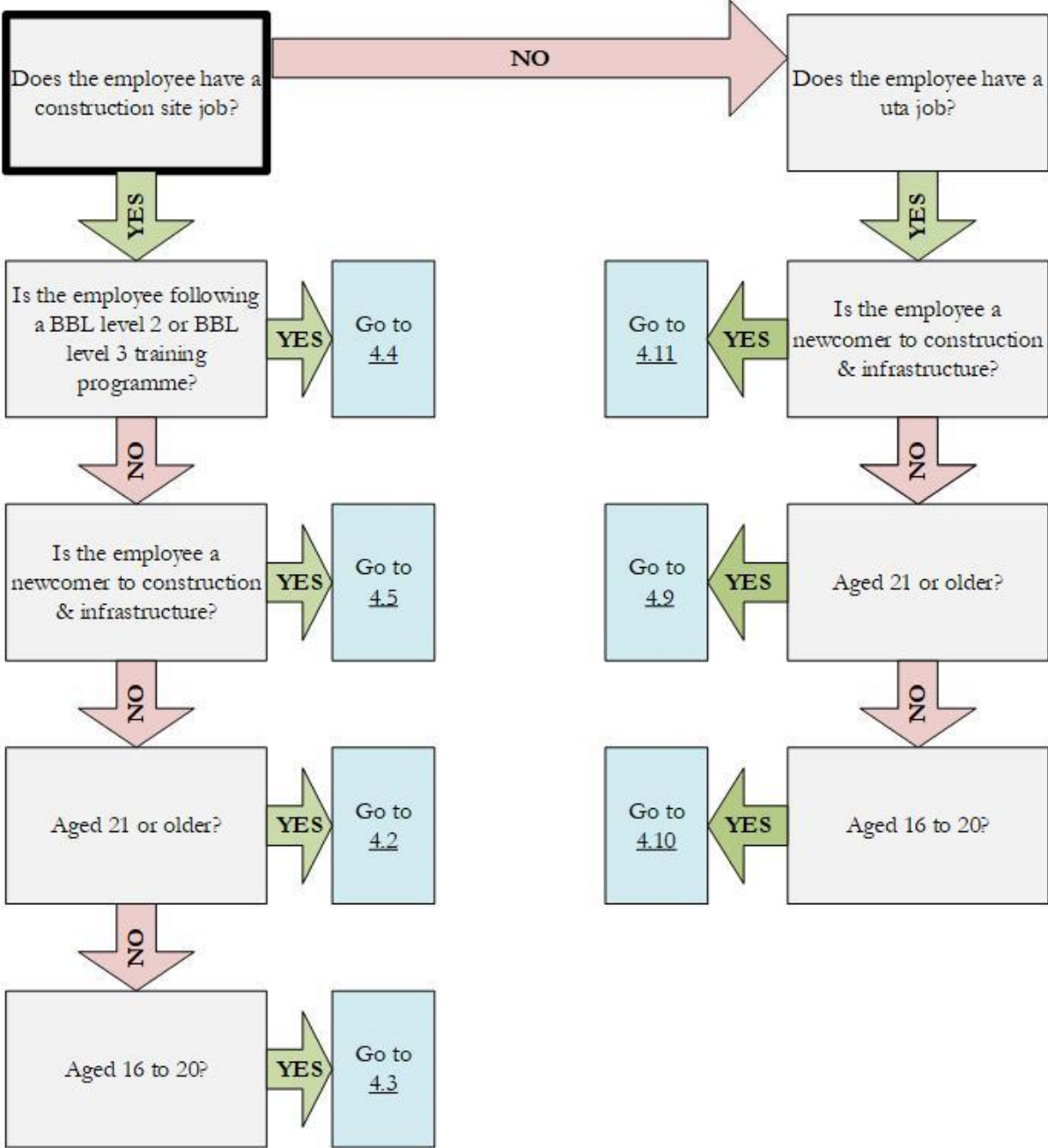
#### 4.1.1 Gross amounts

- All amounts listed in this collective agreement are gross amounts unless it is expressly stated that the amount is net.

#### 4.1.2 Fast track to the right wage or salary

- The following chart shows which section of this chapter covers which wage or salary.

Flowchart 4.1.2 Fast track to the right wage or salary



## Construction site employees

### 4.2 Guaranteed wage 21 years or older

*Table 4.2 Guaranteed wage construction site employee 21 years or older (euros per hour)*

job group	1/1/2023 (period 1)	1/7/2023 (period 7)
A	15.34	15.72
B	16.24	16.65
C	17.26	17.69
D	18.46	18.92
E	19.38	19.86

#### 4.2.1 Who does Table 4.2 apply to

- Construction site employees aged 21 or over are entitled to the guaranteed wage listed in Table 4.2.
- Their job determines the job group. Refer to section 1.2.

#### 4.2.2 Exceptions

- During BBL: if the construction site employee is pursuing BBL 2 or BBL 3, refer to section 4.4.
- Starting table: if the employee has not worked in the construction & infrastructure sector before, refer to section 4.5.

### 4.3 Guaranteed wage 16-20 years

*Table 4.3 Guaranteed wage construction site employee 16-20 years (euros per hour)*

age	BBL diploma?	1/1/2023 (period 1)	1/7/2023 (period 7)
16	no diploma	6.13	6.28
17	no diploma	6.91	7.08
	BBL 2 diploma	8.94	9.16
18	no diploma	8.43	8.64
	BBL 2 diploma	10.56	10.82
	BBL 3 diploma	13.41	13.75
19	no diploma	9.96	10.21
	BBL 2 diploma	12.19	12.49
	BBL 3 diploma	15.62	16.01
20	no diploma	11.50	11.79
	BBL 2 diploma	14.22	14.58
	BBL 3 diploma	17.88	18.33

#### 4.3.1 Who does Table 4.3 apply to

- Table 4.3 shows the guaranteed wage applicable to the following groups of construction site employees aged 16 to 20:
  - no diploma: this employee is not engaged in any of the training courses listed in the below and has not obtained the relevant diploma either, or
  - BBL 2 or BBL 3 diploma: this employee has obtained a BBL diploma for a BBL 2 or BBL 3 course in the domain:
    - Construction and infrastructure,
    - Finishing, wood, and maintenance, or

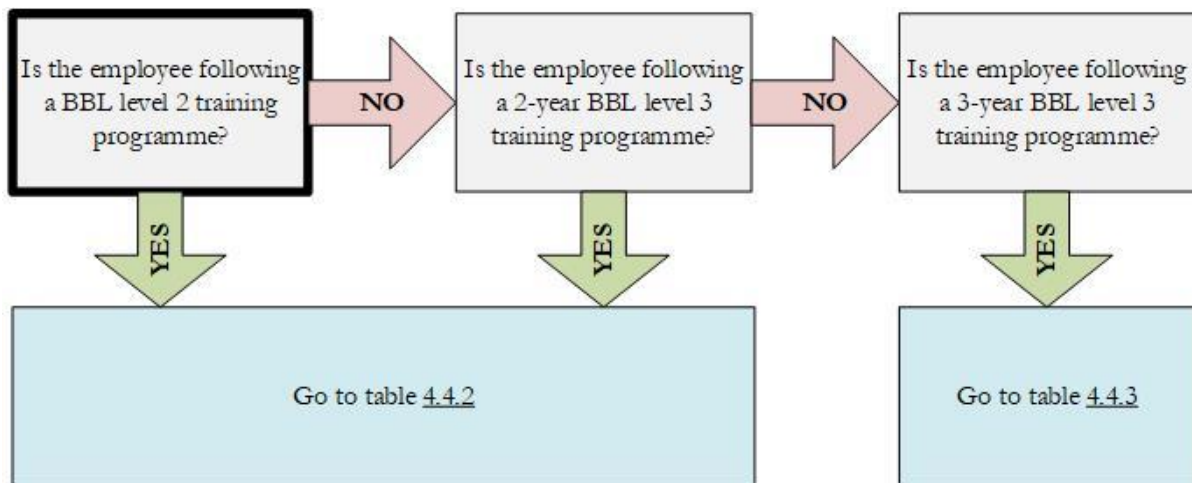
- Engineering and processing industry.

#### 4.3.2 Exceptions

- During BBL: if the construction site employee is pursuing BBL 2 or BBL 3, refer to section 4.4.
- Not in training, still extra pay: if no BBL training course exists for the job the employee performs, or if such training does exist but the employee is unable to pursue it, while this employee is performing well, the employer may pay them the guaranteed wage listed in Table 4.3 that applies to an employee who is one year older.
- Starting table: if the employee has not worked in the construction & infrastructure sector before, refer to section 4.5.

### 4.4 Guaranteed wage apprentice

Flowchart 4.4 Fast track to the right apprentice wage



#### 4.4.1 Wages for hours worked

- The apprentice works at least 32 hours per week. They receive wages for the hours worked. They do not receive wages on the days they attend school.
- If the employee applied for a BBL 2 or BBL 3 training course that only starts after the summer holidays, they will receive the wages they are entitled to for the hours worked when they starts their training.

#### 4.4.2 Pay during the BBL 2 or two-year BBL 3 course

Table 4.4.2 Guaranteed wage apprentice during BBL 2 or two-year BBL 3 (euros per hour)

age	during BBL 2 or two-year BBL 3	1/1/2023 (period 1)	1/7/2023 (period 7)
16	BBL 2	5.08	5.21
	BBL 3, 1st year	5.77	5.91
	BBL 3, 2nd year	6.50	6.66
17	BBL 2	5.86	6.01
	BBL 3, 1st year	6.61	6.78
	BBL 3, 2nd year	7.40	7.59
18	BBL 2	6.73	6.90
	BBL 3, 1st year	7.60	7.79

	BBL 3, 2nd year	8.56	8.77
19	BBL 2	7.79	7.98
	BBL 3, 1st year	8.74	8.96
	BBL 3, 2nd year	9.85	10.10
20	BBL 2	9.14	9.37
	BBL 3, 1st year	10.23	10.49
	BBL 3, 2nd year	11.54	11.83
21 or older	BBL 2	13.27	13.60
	BBL 3, 1st year	14.28	14.64
	BBL 3, 2nd year	14.87	15.24

- Table 4.4.2 shows the guaranteed wage applicable to the apprentice pursuing a BBL 2 course or a two-year BBL 3 course in the domain:
  - Construction and infrastructure,
  - Finishing, wood, and maintenance, or
  - Engineering and processing industry.

#### 4.4.3 Pay during the three-year BBL 3 course

**Table 4.4.3 Guaranteed wage employee during three-year BBL 3 (euros per hour)**

age	during three-year BBL 3	1/1/2023 (period 1)	1/7/2023 (period 7)
16	1st year	5.08	5.21
	2nd year	5.77	5.91
	3rd year	6.50	6.66
17	1st year	5.86	6.01
	2nd year	6.61	6.78
	3rd year	7.40	7.59
18	1st year	6.73	6.90
	2nd year	7.60	7.79
	3rd year	8.56	8.77
19	1st year	7.79	7.98
	2nd year	8.74	8.96
	3rd year	9.85	10.10
20	1st year	9.14	9.37
	2nd year	10.23	10.49
	3rd year	11.54	11.83
21 or older	1st year	13.27	13.60
	2nd year	14.28	14.64
	3rd year	14.87	15.24

- Table 4.4.3 shows the guaranteed wage applicable to the apprentice pursuing a three-year BBL 3 course in the domain:
  - Construction and infrastructure,
  - Finishing, wood, and maintenance, or
  - Engineering and processing industry.



## 4.5 Starting table for construction site employees

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

age	max. duration	1/1/2023 (period 1)	1/7/2023 (period 7)
16	1st six months	4.42	4.55
	2nd six months	4.99	5.13
17	1st six months	5.04	5.18
	2nd six months	5.66	5.82
18	1st six months	6.29	6.48
	2nd six months	7.01	7.20
19	1st six months	7.52	7.74
	2nd six months	8.33	8.56
20	1st six months	9.57	9.86
	2nd six months	10.22	10.50
21 or older	1st six months	12.21	12.56
	2nd six months	13.25	13.62

### 4.5.1 Who does table 4.5 apply to

- Table 4.5 shows the guaranteed wage for construction site employees who have not worked in the construction & infrastructure sector before. The starting table is valid for a maximum of one year.
- Exception: the starting table does not apply when pursuing a BBL 2 or 3 course or after obtaining a diploma for that course.

### 4.5.2 Calculation of the guaranteed wage

- For the first six months, the guaranteed wage is equal to the statutory minimum (youth) wage (Wml) plus 25% of the difference between the guaranteed wage of:
  - Table 4.2, job group A (21 years or older) or
  - Table 4.3, no diploma (16-20 years)and this Wml wage.
- For the second six months, the guaranteed wage is equal to the statutory minimum (youth) wage (Wml) plus 50% of the said difference.

## 4.6 Performance bonus

### 4.6.1 Process

- The employer may pay a performance bonus on top of the guaranteed wage applicable to the construction site employee.
- The performance bonus can be linked to a performance promotion scheme. The employer may apply such a scheme only if the employee agrees. The agreements made must be recorded in writing.
- Employees under the age of 18 are not allowed to work to rate.

### 4.6.2 Relation to the guaranteed wage

- Agreed performance bonuses and suchlike may not be reduced to compensate for an increase in the guaranteed wage.
- Exception: this *is* allowed if the employee's guaranteed wage is increased because they are placed in a higher job group.

## 4.7 Wage payment rules

### 4.7.1 Payment period

- The employer selects either a four-week or one-month payment period to be applied to the construction site employees.
- Payment to the construction site employees must have been made no later than five working days after the end of each payment period.
- If the employer has failed to pay the wages eight working days after the end of the payment period while this delay is due to the employer, the employee is entitled to an increase for delay. This is regulated in Section 7:625 of the Dutch Civil Code.

### 4.7.2 Wage specification

- The employer provides the construction site employee with a wage statement each time when paying the wages. This statement can be digital or a paper pay slip.
- The wage statement must include at least the following information:
  - the gross salary, broken down into the guaranteed wage and the relevant allowances, supplements, deductions and contributions,
  - TSF Days, TSF Holiday Allowance, and TSF Sustainable Employability;
  - TSF Mandatory extra hours (value), TSF Travel hours (value), and the TSF Saved hours deposited;
  - name of the employer and of the employee;
  - the period over which the wage was calculated;
  - the agreed hours of employment;
  - whether a written open-ended employment contract exists;
  - whether an on-call contract featuring an hourly guarantee exists.
- In addition, each time it pays the wages, the employer provides a statement of:
  - the balance of the holidays in excess of the statutory minimum and scheduled days off that are part of the individual budget (refer to section 4.14.2),
  - the balance of the holidays and scheduled days off not included in the individual budget and of the additional scheduled days off for older employees, and
  - the total saved hours accrued and applied and the saved hours balance.

## STA employees

## 4.8 Salary: introduction

### 4.8.1 Convert monthly salary into four-weekly salary

- This collective agreement lists monthly salaries for the STA employees.
- Monthly salaries are converted into four-weekly salaries in the following manner: multiply the monthly salary by 12 and divide the result by 13.

### 4.8.2 Full-time and part-time

- The amounts in salary tables 4.9, 4.10, and 4.11 apply to STA employees working normal hours according to Table 2.2.
- If the STA employee works part-time, they are entitled to an amount in proportion to their working hours.

## 4.9 Salary 21 years or older

**Table 4.9 Salary STA employee 21 years or older (euros per month)**

job level	1/1/2023 (period 1)		1/7/2023 (period 7)	
	minimum	maximum	minimum	maximum
1	2204.92	2901.24	2260.04	2973.77
2	2423.66	3234.32	2484.25	3315.18
3	2703.91	3652.65	2771.51	3743.97
4	3069.92	4206.03	3146.67	4311.18
5	3546.82	4925.26	3635.49	5048.39
6	4166.68	5856.80	4270.85	6003.22

### 4.9.1 Who does table 4.9 apply to

- STA employees aged 21 or over are entitled to the salary listed in Table 4.9 corresponding to the job level they are classified into. Refer to section 1.2.
- Exception: refer to section 4.11 if the employee has not worked in the construction & infrastructure sector before.

### 4.9.2 Advancing in salary

- The STA employee aged 21 or over is entitled to 104% of the minimum salary corresponding to their job level no later than two years after they have been classified into that job level. They are entitled to 110% of this minimum after four years, and to 116% after six years.

### 4.9.3 Salary during the BBL 4 training course

- If the STA employee pursues a BBL 4 training course, they are entitled to the salary corresponding to their job (level).

## 4.10 Salary 16-20 years

**Table 4.10 Salary STA employee 16-20 years (euros per month)**

age	job level	1/1/2023 (period 1)		1/7/2023 (period 7)	
		minimum	maximum	minimum	maximum
16	1	771.71	1015.44	791.00	1040.83
	2	848.25	1132.02	869.46	1160.32
17	1	881.97	1160.49	904.02	1189.50
	2	969.46	1293.70	993.70	1326.04
18	1	1102.45	1450.64	1130.01	1486.91
	2	1211.85	1617.16	1242.15	1657.59
19	1	1378.05	1813.28	1412.50	1858.61
	2	1514.79	2021.45	1552.66	2071.99
	3	1689.93	2282.92	1732.18	2339.99
20	1	1653.68	2175.94	1695.02	2230.34
	2	1817.72	2425.74	1863.16	2486.38
	3	2027.94	2739.51	2078.64	2808.00

### 4.10.1 Who does table 4.10 apply to

- STA employees aged 16 through 20 are entitled to the salary listed in Table 4.10 corresponding to the job level they are classified into. Refer to section 1.2.

- Exception: refer to section 4.11 if the employee has not worked in the construction & infrastructure sector before.

## 4.11 Starting table for STA employees

**Table 4.11 Starting table for STA employees (euros per month)**

age	1/1/2023 (period 1)		1/7/2023 (period 7)	
16	694.54		711.90	
17	793.78		813.62	
18	992.22		1017.03	
19	1240.25		1271.26	
20	1547.50		1596.00	
	1st six months	2nd six months	1st six months	2nd six months
21 or older	2002.03	2069.66	2061.26	2127.52

### 4.11.1 Who does table 4.11 apply to

- Table 4.11 shows the salary for STA employees who have not worked in the construction & infrastructure sector before. The starting table is valid for a maximum of one year.

### 4.11.2 Calculating starting table salary for employees aged 21 or over

- The salary according to the starting table for STA employees aged 21 or over is calculated as follows:
  - for the first six months, the monthly salary is equal to the statutory minimum wage (Wml) plus 25% of the difference between the minimum for job level 1 in Table 4.9 and the Wml, and
  - for the second six months, the monthly salary is equal to the statutory minimum wage (Wml) plus 50% of the said difference.

## For all employees

## 4.12 Wage and salary raises

**Table 4.12 Systemic raises**

systemic	payment period	payment
2.5%	month	starting 1 January 2023
	four weeks	starting the 01-2023 payment period
2.5%	month	starting 1 July 2023
	four weeks	starting the 07-2023 payment period

### 4.12.1 Application

- The employer will apply the systemic increase referred to in Table 4.12 to the employee's actual remuneration. This is the agreed fixed wage or salary.

### 4.12.2 Determination of payment period in case of four-weekly payment

- If the date of the raise falls in the first two weeks of a payment period, the increase will take effect from the current payment period. If the date of the raise falls in the last two weeks of a payment period, the increase will take effect from the next payment period.

### 4.13 Holiday allowance

#### 4.13.1 The scheme

- Employees are entitled to a holiday allowance of 8% of their agreed fixed wage or salary.
- The allowance may never be less than the amount provided under Section 16(2) of the Minimum Wage and Minimum Holiday Allowance Act.
- The holiday allowance is part of the employee's individual budget. For payment, refer to section 4.14.

### 4.14 Individual budget

#### 4.14.1 Process

- Each employee has an individual budget.
- The employer pays an amount into this budget each payment period.
- The individual budget consists of three components, each with its own spending purpose.

#### 4.14.2 Spending purposes

- Sustainable employability: the employee uses this part of his budget for matters that contribute to keeping him healthy and motivated at work. Examples include:
  - investments following a Sustainable Employability Analysis (SEA; refer to section 6.4.2),
  - (further) education and training, and
  - buying additional leave days.
- Days: this component consists of the wage or salary for five holidays in excess of the statutory minimum, three compensation days for short-term absence referred to in section 3.6.4, and a number of scheduled days off: ten for construction site employees and five for STA employees. The employee can use this money to maintain their income when taking the said days.
- Holiday allowance.

#### 4.14.3 Amounts paid by the employer

- Table 4.14.3 lists the annual amounts paid by the employer into the individual budget. The calculation rules are laid down in the Time Savings Fund Regulations. Refer to Annexe 4.2.
- Exceptions.
  - The employer does not pay for the Sustainable Employability component for apprentices. For this is already factored into the employees' gross salary.
  - If the employee is aged 55 or over and having a four-day working week under the scheme for employees aged 55 and over, the employer only pays the salary for the three compensation days for short-term absence as referred to in section 3.6.4 into the Days component.

**Table 4.14.3 Annual amounts paid by the employer into the individual budget**

purposes	construction site employees (agreed fixed wage)	STA employees (salary)
sustainable deployment	4.36%	2.05%
days	18 days	13 days
holiday allowance	8.00%	8.00%

#### 4.14.4 Payment by the employer

- The employer pays the annual amount for the individual budget in equal sums per payment period, deducting tax and contributions.
- The employer deposits the amount into the employee's account with the Time Savings Fund. This must have been effected within 14 days of the end of the payment period.
- The following applies to STA employees who does not participate in the Time Savings Fund.
  - The employer pays the amount at the same time as the salary. The pay slip shows the breakdown into Sustainable Employment, Days, and Holiday Allowance.
  - The employer may pay the Holiday Allowance component to such employees as a annual lump sum. In that case, the payment is then made no later than June and amounts to 8% of the salary received in the previous 12 months. Annual payment is not allowed if the employee has indicated in writing that they want to receive the allowance on a per-payment period basis.

#### 4.14.5 Additional rules

- The employee is entitled to take the days the related salary or wages are paid for from the individual budget before the end of the calendar year. The employer allows for this.
- If the employee still has such days left at the end of the calendar year, they may not be transferred to the next year.

### 4.15 Time Savings Fund

#### 4.15.1 Process

- Every construction site employee has an individual account with the Time Savings Fund. STA employees can participate in the Time Savings Fund on a voluntary basis.
- Employees can check the balance on their accounts via [www.bter-bouw.nl/tijdspaarfonds](http://www.bter-bouw.nl/tijdspaarfonds).

#### 4.15.2 Deposits by the employer

- The employer deposits the following amount into the employee's account with the Time Savings Fund:
  - the individual budget payments (refer to section 4.14), and
  - only for the construction site employees who participate in the saved hours model referred to in section 2.9: the pay for the mandatory extra hours and the travel hours placed.This must have been effected within 14 days of the end of the payment period.
- When making its deposit, the employer breaks the payment down into TSF Sustainable Employability, TSF Days, TSF Holiday Allowance, and TSF Saved Hours. It will use the same descriptions on the employee's pay slip.
- In doing so, the employer must comply with the Articles and Regulations of the Time Savings Fund. Refer to Annexe 4.

#### 4.15.3 Withdrawing money

- Employees can withdraw money from their account with the Time Savings Fund at any time. Construction site employees do so through an FNV or CNV Vakmensen union counsellor. STA employees do so via [www.bter-bouw.nl/tijdspaarfonds](http://www.bter-bouw.nl/tijdspaarfonds).
- The TSF Sustainable Employability and TSF Saved Hours balances remain in the account until the employee withdraws them.
- If the employee still has a TSF Holiday Allowance and/or TSF Days balance in their account on 1 May, the Time Savings Fund will pay it out in that month. This happens automatically.

- If the employee wants to keep the remaining TSF Holiday Allowance and/or TSF Days balance in their account, they must state this in advance. Construction site employees do so through an FNV or CNV Vakmensen union counsellor. STA employees do so via [www.bter-bouw.nl/tijdsparfonds](http://www.bter-bouw.nl/tijdsparfonds).

## 4.16 Pension

### 4.16.1 Compulsory affiliation and participation

- Employers are compulsorily affiliated to bpfBOUW. Employees are obliged to participate in the pension scheme executed by bpfBOUW for the construction & infrastructure sector.
- The bpfBOUW Regulations provide the rights and obligations of the employer and employee in this connection. They also list the premium amounts.

### 4.16.2 Components of the pension scheme

- The bpfBOUW pension scheme consists of the following components:
  - average pay scheme, and
  - invalidity pension.

### 4.16.3 Premiums

- The pension premium amounts are set annually by bpfBOUW.
- The premium for the 2022 average pay scheme amounts to 26% of the pension basis.
- Table 4.16.3 shows the calculation of the premium distribution between the employer and the employee.

**Table 4.16.3 Calculation of premium distribution between employer and employee for the bpfBOUW 2022 pension scheme**

employee	premium based on pension basis*	
	employer	employee**
<b>construction site employees</b>		
- up to limit rate of 22.2%	65.6%	34.4%
- from limit rate of 22.2%	50%	50%
<b>STA employees</b>		
- up to limit rate of 20.8%	60.6%	39.4%
- from limit rate of 20.8%	50%	50%

\* Pension basis = pensionable pay minus core pay. The invalidity pension premium is not included in the calculation of the premium distribution between the employer and the employee. 50% of that premium is paid by the employer and 50% by the employee.

\*\* The employee premium is rounded to four decimal places.

## 5. Supplements and allowances

- 5.1 Professional driver
- 5.2 On-call duty
- 5.3 Special hours
- 5.4 First aid and CER
- 5.5 Hand tools
- 5.6 Teacher or instructor
- 5.7 Overtime
- 5.8 Shift work
- 5.9 Travel expenses
- 5.10 Travel hours
- 5.11 Stonework and revetting
- 5.12 Trade union dues
- 5.13 Remote works
- 5.14 Moving expenses
- 5.15 Shifted infrastructure work hours
- 5.16 Foreman
- 5.17 Workwear
- 5.18 Health insurance
- 5.19 Diploma bonus

### 5.1 Professional driver

**Table 5.1 No-claims allowance and bonus for construction site employees serving as driver**

no claims for	allowance/bonus	
	1/1/2023	1/7/2023
1 quarter	€ 11.33 allowance per quarter	€ 11.61 allowance per quarter
2 quarters	€ 12.66 allowance per quarter	€ 12.98 allowance per quarter
3 or more quarters	€ 13.84 allowance per quarter	€ 14.19 allowance per quarter
3 or more years	€ 19.51 bonus per year (on top of the allowance)	€ 20.00 bonus per year (on top of the allowance)

#### 5.1.1 Serving exclusively as driver

- If the construction site employee is employed as a driver, as listed under 23, 65, or 93 in the job list in Annexe 1.1 and has remained claim-free, they are entitled to the allowance and bonus listed in Table 5.1.
- If the employee works part-time, they are entitled to an allowance and bonus in proportion to their working hours.

#### 5.1.2 Claim-free

- The driver has remained claim-free if the vehicle has not sustained any damage or if the damage that was sustained was not due to his fault.
- If the vehicle did sustain damage due to his fault, their allowance and bonus for that quarter will lapse. They start accruing allowances and bonuses again the next quarter.



## 5.2 On-call duty

**Table 5.2 On-call duty allowance for construction site employees**

days	minimum allowance (per day)	
	1/1/2023	1/7/2023
Monday through Friday	€ 13.93	€ 14.28
Saturday	€ 21.43	€ 21.97
Sunday or public holiday recognised in this CA	€ 27.86	€ 28.56

### 5.2.1 Process

- The on-call duty allowance is an allowance paid to construction site employees who must remain available for work outside the scheduled hours.
- The employer and the construction site employee determine the amount of the allowance by mutual agreement. The minimum daily amounts are listed in Table 5.2.
- The other rules for on-call duty are laid down in section 2.7.

## 5.3 Special hours

**Table 5.3 Allowance for working special hours**

time	00:00 - 07:00*	07:00 - 19:00*	19:00 - 24:00
Monday	100%	--	30%
Tuesday	30%	--	30%
Wednesday	30%	--	30%
Thursday	30%	--	30%
Friday	30%	--	50%
Saturday	50%	35%	75%
Sunday	75%	100%	100%

\* When the framework scheme is applied, this concerns the 00.00 - 06.00 and 06.00 - 19.00 time frames, respectively.

### 5.3.1 Construction site employees

- Construction site employees work special hours if they:
  - work outside their normal work hours during week days,
  - work on a Saturday and/or
  - work on a Sunday.
- Employees working special hours are entitled to an allowance corresponding to the percentages list in Table 5.3. The allowance for working special hours is calculated on the basis of the employee's agreed fixed hourly wage.

### 5.3.2 Exceptions for construction site employees

- Saturday as a mandatory working day: under the basic scheme, the employer may designate up to five Saturdays per year as a mandatory working day. In derogation from Table 5.3, an allowance of 20% instead of 35% applies to work performed during normal work hours on those Saturdays.
- Overtime: if the employee works overtime during special hours while the special hours allowance is higher than the overtime allowance, the special hours allowance applies instead of the overtime allowance.

- Shifted infrastructure work hours: if the employee is working shifted infrastructure work hours, the employee does not receive the special hours allowance, but the shifted infrastructure work hours allowance. Refer to section 5.15.
- Tidal work: if the construction site employee performs scheduled tidal work on Monday through Friday before 06:00 or after 19:00, in derogation from Table 5.3, an allowance of 25% over the guaranteed hourly wage is paid for those hours. In case of tidal work performed in shifts, the shift work allowance applies instead. Refer to section 5.8.

### 5.3.3 STA employees

- If the STA employee works special hours, the employer will inform them in writing about the compensation paid. Until the employer has done so, Table 5.3 also applies to the STA employee.
- Exception: under the basic scheme, the employer may designate up to five Saturdays per year as a mandatory working day. On those Saturdays, the following special hours allowance applies to the STA employee:
  - between 00:00 and 07:00: 50%,
  - between 07:00 and 19:00: 20%, and
  - between 19:00 and 00:00: 75%.

## 5.4 First aid and CER

### 5.4.1 Remuneration

- If the employee obtained a recognised first aid or CER certificate at the employer's request, the employer will pay or reimburse the course fees, examination and certificate fees, and the cost of the course materials.
- If this employee took the first aid or CER course outside working hours, the employer will also pay them a lump sum of €160.04 (€164.04 from 1 July 2023) and an allowance for travel expenses incurred, such in accordance with the provisions of section 5.9.
- A first aid certificate remains valid for two years and a CER certificate for one year. If the employee, at the employer's request, takes a refresher course required to keep the certificate valid, the employer will pay or reimburse the course fees and the costs of renewing the certificate.
- If the employee holds both a first aid and CER certificate and meets the above criteria for both courses, they will receive remuneration for both courses.

## 5.5 Hand tools

### 5.5.1 Own tools

- When a carpenter, paver, bricklayer, or tiler has to use their own hand tools, they are entitled to a tool allowance as provided in section 5.5.2.
- This right expires if the employer provides the tool or makes it available.

### 5.5.2 Allowance

- Carpenter or paver: €0.80 net per day worked; €0.82 from 1 July 2023.
- Bricklayer or tiler: €0.57 net per day worked; €0.58 from 1 July 2023.

### 5.5.3 Alternative arrangement

- The employer may agree on an alternative arrangement with the works council. Refer to section 10.9.

## 5.6 Teacher or instructor

**Table 5.6 Teaching allowance for construction site employees**

as per	general (per week)	scaffolding work (per week)
1 January 2023	€ 73.30	€ 36.50
1 July 2023	€ 75.13	€ 37.53

### 5.6.1 Process

- If the construction site employee serves as a teacher or instructor actually mentoring one or more students, they are entitled to the teaching allowance listed in Table 5.6.
- If this employee is classified in a job belonging to job groups A through D, they are entitled to the allowance listed in the 'general' column.
- If they are classified as a scaffolding work foreman (job group E), the allowance listed in the 'scaffolding work' column applies.
- If the teacher also serves as foreman, they receive only one allowance: either the teaching allowance or the foreman's allowance (Table 5.16). The amount of these allowances is the same.
- If the employee works part-time, they are entitled to an allowance in proportion to their working hours.

## 5.7 Overtime

### 5.7.1 Construction site employees

- For each hour of overtime worked, construction site employees receive the agreed fixed hourly wage.
- For each hour of overtime worked in excess of the normal hours of employment, such employees will receive an allowance as listed in Table 5.7.1. The overtime allowance is calculated on basis of the agreed fixed hourly wage.
- The employer pays the overtime allowance when next paying wages. It will not wait until the end of the schedule to do so.

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

type of overtime hour (in excess of normal hours of employment)	allowance
the first three overtime hours per day immediately preceding or following the normal working day	25%
other overtime hours between Monday, 05:00 and Saturday, 21:00	50%
overtime hours between Saturday, 21:00 and Monday, 05:00	100%
overtime hours on a public holiday recognised in this CA	100%

### 5.7.2 Time off in lieu

- The construction site employee can choose to have the overtime allowance paid in time off in lieu of money. The employee also has this choice with respect to their overtime hours.
- They will inform their employer of the type of compensation selected within three working days of working the overtime.
- If the employee opts for time off in lieu, they will take up this time in consultation with the employer. The employer will pay the agreed fixed wage over these hours.

### 5.7.3 Exceptions for construction site employees

- If the construction site employee works overtime during special hours, as referred to in section 5.3, while the special hours allowance is higher than the overtime allowance, the special hours allowance applies instead of the overtime allowance.
- In case of overtime when performing tidal work, the construction site employee receives an overtime allowance as listed in Table 5.7.3.

**Table 5.7.3 Overtime allowance in case of tidal work by construction site employees**

type of overtime hour	allowance
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 STA employees

- If the STA employee works a substantial amount of overtime hours on the instructions of the employer, the employer must inform the employee in writing about the compensation paid.
- If the employer failed to do so or if the compensation per hour is less than the hourly salary, the employee working a job of up to level 3 is entitled to at least one hour of time off or one hour's salary for each hour of overtime.

### 5.7.5 Further overtime rules

- The further overtime rules are laid down in section 2.8.

## 5.8 Shift work

**Table 5.8 Shift work allowance for construction site employees**

general arrangement	allowance
two-shift work	10%
three-shift work	15%
industrial construction	allowance
when starting before 06:00 or ending after 19:00 (excluding overtime hours):	
- hours between 06:00 and 19:00	5%
- hours between 19:00 and 06:00	25%

### 5.8.1 Process

- If the construction site employee works shifts, they are entitled to a shift work allowance as listed in Table 5.8. The allowance is calculated on basis of the agreed fixed hourly wage.
- In the case of overtime worked when performing shift work, the overtime allowance is calculated on the basis of the agreed fixed wage including the shift work allowance.
- The further rules on shift work are laid down in section 2.6.

## 5.9 Travel expenses

### 5.9.1 Construction site employees

- A construction site employee is entitled to a travel allowance as listed in Table 5.9.1 if they:
  - have to commute a total of over 15 kilometres per day,
  - have to travel during work,

- travels at the employer's request during frost-related hold-up, and
- must visit the occupational health and safety service when ill.

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

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

### 5.9.2 Construction site employees: additional rules

- The employer determines which means of transport listed in Table 5.9.1 the construction site employee is to use.
- Commuting is done in groups as much as possible.
- The employer may agree on an alternative arrangement with the works council. Refer to section 10.9.

### 5.9.3 Construction site employees: driver's allowance

- A construction site employee is entitled to a driver's allowance as listed in table 5.9.3 if:
  - they transport one or more colleagues in their car when driving to or from work,
  - this car was not provided by the employer, and
  - they transport the colleague(s) at the employer's request or has transported the colleague(s) for at least two weeks.
- The allowance applies for each working day on which the employee transports one or more colleagues.
- Payment is made at the end of each payment period.

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

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

### 5.9.4 STA employees: commute

- The STA employee is entitled to an allowance of €0.19 per km for their commute.
- Exceptions.
  - This allowance does not apply if the employer has made company transport or a public transport card available to the employee.
  - If the employee moves house on their own initiative, while this move increases the distance of their commute, they will not be reimbursed for those extra kilometres.

### 5.9.5 STA employees: business travel

- If the employer has the STA employee make business trips using a private car or motorbike, the employee is entitled to a kilometre allowance of €0.32 (car) or €0.22 (motorbike).
- If the employer believes that the employee should travel by public transport, it will reimburse the cost in accordance with the most advantageous public transport fare.

### 5.9.6 STA employees: special situations

- The STA employee is entitled to a travel allowance as provided in section 5.9.5:
  - if they work on behalf of the employer in a different municipality than was agreed in the employment contract, and
  - if they must visit the occupational health and safety service when ill.

## 5.10 Travel hours

### 5.10.1 Process

- Travel hours are the hours the construction site employee spends travelling from home to work and back.
- Construction site employees working outside their home municipality are entitled to travel time allowance.
- The allowance applies to travel by the employee's own means of transport, by means of transport provided by the employer, by public transport, or on foot.
- The allowance does not apply to the first hour of travel per day, except if the employee drives a car and is transporting one or more colleagues.
- The employer records the number of kilometres and travel time allowance for each employee in writing.

### 5.10.2 Allowance per hour

- The hourly travel time allowance is equal to the employee's guaranteed wage. The maximum is the guaranteed wage of group A as listed in Table 4.2.
- Payment is made at the end of each payment period.

### 5.10.3 Determination of travel hours

- A standard arrangement applies to determining the number of travel hours to be remunerated. This arrangement is as follows for each means of transport.
  - Car: refer to Table 5.10.3. The number of kilometres to be covered is based on the fastest route. Up to a distance of 50 km (one way), an average speed of 60 kilometres per hour is applies by default.
  - Public transport: the travel time according to the timetable.
  - Other means of transport: the standard is that the employee can cover the following number of kilometres per hour: on foot 5 km, by bicycle 15 km, by moped 25 km, and by motorbike 40 km.

**Table 5.10.3 Commuting standard arrangement for car use by construction site employees**

number of km one way	travel hours payable per day		number of km one way	travel hours payable per day	
	passenger or driver without passengers	employee transporting colleague(s) (driver)		passenger or driver without passengers	employee transporting colleague(s) (driver)
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 through 59.	1.00	2.00
23	0.00	0.77	60 through 70.	1.20	2.20
24	0.00	0.80	71 through 81.	1.40	2.40
25	0.00	0.83	82 through 92.	1.50	2.50
26	0.00	0.87	93 through 105.	1.80	2.80
27	0.00	0.90	106 or more	actual travel time minus 1 hour; minimum allowance is 1.8 travel hours	actual travel time; minimum allowance is 2.8 travel hours
28	0.00	0.93			

#### 5.10.4 Other provisions

- In case of unworkable weather as referred to in the Construction & Infrastructure Unworkable Weather collective agreement, the employee travelling from his home to work and back is entitled to the travel time allowance. This does *not* apply if it must have been reasonably clear to them that they would not be able to work.

#### 5.10.5 Alternative arrangement

- The employer may agree on an alternative arrangement than the one provided in sections 5.10.1 through 5.10.3 with the works council. Refer to section 10.9.

### 5.11 Stonework and revetting

#### 5.11.1 Process

- If the construction site employee is performing stonework on beachheads along the North Sea coast or elsewhere under similar conditions, they are entitled to an allowance of €8.48 per week (€8.69 per week from 1 July 2023). This allowance also applies to the employee performing offshore revetting work.
- If the employee works part-time, they are entitled to an allowance in proportion to their hours of employment.

## 5.12 Trade union dues

### 5.12.1 Process

- Once a year, the employer pays an allowance for the trade union dues paid by the employees.
- This allowance amounts to €53.58 net (€54.92 net from 1 July 2023).

### 5.12.2 Conditions

- The employee has to ask the employer to pay the allowance.
- The employee must show the employer proof of the payment of dues to their employees' organisation: FNV or CNV Vakmensen.

## 5.13 Remote works

### 5.13.1 Construction site employees

- Works are remote when the work is located so far from the construction site employee's home that returning home each day would be unreasonable.
- The provisions of sections 5.13.2 through 5.13.6 apply in this case.

### 5.13.2 Travel expenses and travel hours

- In the case of remote works, construction site employees are entitled to reimbursement of their travel expenses and travel hours in accordance with the provisions of sections 5.9 and 5.10.
- This applies in the following cases.
  - When travelling between work and the temporary residence.
  - When travelling to and from the home once a week. In derogation from the provisions of sections 5.9 and 5.10, the employer must reimburse all travel costs and travel hours incurred by the employee for this purpose. Travel hours made during working hours are paid as hours worked.

### 5.13.3 Accommodation expenses

- During the absence from home, the costs of food and proper accommodation, and an allowance for further necessary accommodation expenses incurred by the construction site employee will be borne by the employer.
- This does not apply if the employer provides accommodation equipped to a proper standard and provides an allowance of €7.12 per day (€7.30 per day from 1 July 2023) to cover the cost of food.
- Entitlement to an allowance for further necessary accommodation expenses will cease if the items to which these costs relate are provided in kind.

### 5.13.4 Sickness

- If the construction site employee falls ill and is it medically sound to have them transported to their residence, the employer *may* do so at its expense. If the transport is medically necessary, the employer *must* do so.
- If the employee is unable to travel to and from home once a week due to sickness, the employer must provide their family or parents with the opportunity to visit the employee once a week. The employer must reimburse their travel expenses.
- For as long as the sick employee stays in the place where they are employed, they remain entitled to free food and accommodation.



### 5.13.5 Accommodation allowance when performing tidal work

- This provision applies to construction site employees performing tidal work far from home.
- If the employer has them stay, not in a hotel, bed and breakfast or the like, but on a vessel or in similar accommodation, the employee is entitled to an allowance of €4.15 (€4.25 from 1 July 2023) per night spent there.

### 5.13.6 Alternative arrangement for construction site employees

- The employer may agree on an alternative arrangement for construction site employees with the works council. Refer to section 10.9.

### 5.13.7 STA employees

- If the STA employee works so far from their place of employment that they cannot go home in the evening and is not moving to their new place of employment, the employer will pay them reasonable compensation for the additional travel and accommodation expenses. At the employer's request, the employee signs for receipt of the compensation.
- As a rule, the employee may go home once a week. The employer will reimburse travel expenses for the outward and return journeys.

## 5.14 Moving expenses

### 5.14.1 STA employees

- If the STA employee works in a different municipality from the one agreed to when concluding the employment contract and is moving house at the employer's request, the employer will reimburse all reasonable costs associated with the move.

## 5.15 Shifted infrastructure work hours

*Table 5.15 Allowance for shifted infrastructure work hours for construction site employees*

hours worked	allowance
before 07:00 and after 20:00 between Monday, 20:00 and Friday, 07:00	30%
between Friday, 20:00 and Saturday, 20:00	50%
between Saturday, 20:00 and Sunday, 07:00	75%
between Sunday, 07:00 and Monday, 07:00	100%
on public holidays recognised in this CA	100%

### 5.15.1 Process

- If the construction site employee works shifted infrastructure work hours, they are entitled to an allowance as listed in Table 5.15. The allowance for shifted infrastructure work hours is calculated on the basis of the agreed fixed hourly wage.
- If the employee exclusively works shifted hours over a 13-week period, working less than an average of 40 hours per calendar week, the employer will pay them the agreed fixed wage and a 30% shifted infrastructure work hours allowance for the missing hours.

### 5.15.2 Combination with overtime

- When working overtime during shifted hours, the employee receives the overtime allowance in addition to the shifted infrastructure work hours allowance. Refer to section 5.7. The overtime allowance is calculated on the agreed fixed hourly wage, but not on the shifted infrastructure work hours allowance.

## 5.16 Foreman

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

as per	general (per week)	scaffolding work (per week)
1 January 2023	€ 73.30	€ 36.50
1 July 2023	€ 75.13	€ 37.53

### 5.16.1 Process

- A foreman is a construction site employee who manages at least five other workers. They are entitled to the foreman's allowance as listed in Table 5.16.
- If this employee is classified in a job belonging to job groups A through D, they are entitled to the allowance listed in the 'general' column.
- If they are classified as a scaffolding work foreman (job group E), the allowance listed in the 'scaffolding work' column applies.
- If the foreman also serves as a teacher, they receive only one allowance: either the teaching allowance or the foreman's allowance (Table 5.6). The amount of these allowances is the same.
- If the employee works part-time, they are entitled to an allowance in proportion to their working hours.

## 5.17 Workwear

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

type of workwear	net per day worked	
	1/1/2023	1/7/2023
workwear	€ 0.93	€ 0.95
ibidem, for the piling sector	€ 1.02	€ 1.05
boots	€ 0.57	€ 0.58
if only wellingtons	€ 0.46	€ 0.47
boots and oilskin clothes for coastal and shore works	€ 1.19	€ 1.22

### 5.17.1 Process

- The costs of necessary workwear are to be borne by the employer.
- The employer may provide or make available such workwear to the construction site employees.
- If it does not do so, the employee is entitled to a workwear allowance as listed in Table 5.17.

### 5.17.2 Alternative arrangement

- The employer may agree on an alternative arrangement with the works council. Refer to section 10.9.

## 5.18 Health insurance

### 5.18.1 Compensation

- Employees with supplementary health insurance are entitled to a monthly allowance of €18.76 (€19.23 from 1 July 2023) from the employer.

- The condition for receiving this allowance is that the employee's basic insurance and supplementary insurance together at least cover the costs of physiotherapy, occupational therapy, and psychological care.

## 5.19 Diploma bonus

### 5.19.1 Process

- If the employee, in the period from 1 September 2021 to 31 December 2023 obtains a BBL 2, BBL 3, or BBL 4 course diploma in the domain
  - Construction and infrastructure,
  - Finishing, wood, and maintenance, or
  - Engineering and processing industry,
- while the employee, during this training course, was working on the basis an employment contract and professional training contract with the employer they were trained at for at least 6 months,
- the employer the employee was trained at must pay a one-off diploma bonus in the amount of €2,500 gross to the employee.
- For this purpose, the employee provides the employer with a copy of the diploma stating a graduation date in the period from 1 September 2021 to 31 December 2023.

## 6. Career

- 6.1 Vocational training for construction site employees
- 6.2 Internship in the construction & infrastructure sector
- 6.3 Skill retention training
- 6.4 Permanent development
- 6.5 Four-day working week for employees aged 55 and over

### 6.1 Vocational training for construction site employees

#### 6.1.1 Target audience

- As far as possible, the employer will give its employees the opportunity to follow a practical training course under block and day release (BBL) in the field of construction and infrastructure.
- If the employee wishing to take the course is aged 22 or below, the employer is obliged to make this possible.

#### 6.1.2 Employment contract and practical training contract

- The employer concludes a practical training contract with the BBL2 and BBL3 training course participant for the duration of the course. It may only conclude such a contract so with someone it has concluded an employment contract with for at least 32 hours a week and for at least the duration of the training.
- The remuneration of this apprentice is regulated in section 4.4.
- If the apprentice has been given notice of dismissal for reasons beyond their control, the employer must first look for a new employer the apprentice can complete their training with. Until such new employer has been found, the employment contract remains valid.
- If the employer is a joint training centre, the employment contract also ends when the practical training contract is terminated. The employers involved in the joint training centre assist in finding a new spot for the apprentice.

#### 6.1.3 Training programme

- At the start of training, the level of training the apprentice can attain and the associated training programme are identified. This is done by the regional training centre, in cooperation with the joint training centre. An independent diagnostic test is used for this purpose. The employer and the apprentice agree on the associated (working) conditions.
- If the employee completed their BBL 2 training with the employer while they, according to the initial test, were also found to be capable of achieving as BBL level 3, that employer is obliged to conclude an employment contract and a practical training contract for the duration of the BBL 3 training course at the apprentice's request. If the employer at that point doubts that BBL level 3 is achievable, another independent diagnostic test has to be conducted. Should the test results show that the employer's doubts are justified, it need not enter into an employment contract and BBL 3 practical training contract with this employee.

#### 6.1.4 Theory lessons and exams

- The employer will give the employee the opportunity to follow the BBL theoretical education. The employee aged 22 or below will attend such schooling during the day, on a weekday. No pay is due for such school days. If the employee attends evening classes, they

may stop work on class days as much earlier as necessary to get to school on time. The employee does this in consultation with the employer. Hours not worked as a result will not be paid out.

- The employer will give the employee the opportunity to take examinations during practical training time. It continues to pay wages for these hours. This also applies to other activities the educational institution determines must be performed during working hours.

#### 6.1.5 Compound Performance Test days

- The employer is not obliged to continue paying wages on Compound Performance Test days.

#### 6.1.6 Teacher

- The employer entering into a practical training contract with an employee is obliged to appoint a teacher. It designates a teacher who:
  - is employed as an employee, and
  - holds a certificate for the profession the apprentice is being trained for, or
  - has at least five years of work experience in that profession.
- The employer will enable the teacher to take the teaching course and the mandatory biennial refresher training provided by Vollandis. The employer will pay the costs of the course and compensation for lost time. If the teacher is a construction site employee, the employer will receive compensation from Vollandis for the costs of the course and compensation for lost time paid.
- The employer will give the teacher the opportunity to use part of their normal working time to carry out teaching duties. The amount of time so provided depends on the number of apprentices to be supervised:
  - for one employee: 5% of the working time on average, and
  - for two or three employees: 10% of the working time on average.
- The employer pays construction site employees who supervise one or more apprentice workers as a teacher the teaching allowance. Refer to section 5.6.

#### 6.1.7 Instructor

- The employer will give the instructor the opportunity to take the teaching course and the mandatory biennial refresher training provided by Vollandis. The employer will pay the costs of the course and compensation for lost time.
- The instructor is exempt from the course and refresher training if they:
  - have completed a teacher training programme, or
  - maintain a portfolio demonstrating their expertise.

#### 6.1.8 Supervising professional

- The individual work placement company may appoint a supervising professional. A supervising professional is an employee of the individual work placement company. They during their daily productive work supervise one or more apprentices. They impart practical skills and give instructions. Assessing the apprentice(s) is not a duty to be performed by the supervising professional.
- Acting as supervising professional may not adversely affect this employee's pay. The employer grants them sufficient time and room to properly supervise the apprentice(s).

## 6.2 Internship in the construction & infrastructure sector

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

- The employer is obliged to apply the Construction, Housing, and Maintenance Assistant scheme as included in Annexe 5.1 to any person who:
  - participates in the 'Construction, Housing, and Maintenance' programme (BBL 1 or BOL 1), and
  - performs practical work in the construction & infrastructure for a time as part of their training.
- This person is not an employee, but an intern.

### 6.2.2 Construction & Infrastructure Sector Internship scheme

- The employer is obliged to apply the Construction & Infrastructure Sector Internship scheme as included in Annexe 5.2 to the person who:
  - is studying at a regional training centre (BOL 2 through BOL 4), a university of applied sciences offering a technical study programme, a technical university, or a comparable foreign educational institution, and
  - performs practical work in the construction & infrastructure for a time as part of their training, and
  - in this context performs research or works on design, supervision, execution, work preparation and/or management & maintenance.
- This person is not an employee, but an intern.
- The Construction & Infrastructure Sector Internship scheme is adopted by Bouwend Nederland on the advice of the Construction & Infrastructure Sector Internships Committee.

## 6.3 Skill retention training

### 6.3.1 Skill retention

- Skill retention training is job-related training - that is, training the employee must have followed to properly perform their job.

### 6.3.2 Obligations of the employer

- The employer develops and implements a training and education policy. Every calendar year, it adopts a training plan. In drafting this plan, it takes account of the wishes of the employees. Three months before adopting the plan, the employer informs the employees about its content.
- The employer enables the employees to undertake job-related training. If the employee's job is becoming defunct, or if the employee is no longer able to perform their job, the employer will enable them to pursue training that will allow them to continue the employment contract - albeit only insofar as this can reasonably be required of the employer. In doing so, the employer fulfils its statutory training obligation under Section 7:611a (1) of the Dutch Civil Code.
- The employer pays all the costs of such training. It may not offset those costs against the transition allowance.
- If possible, the employee is to follow the job-related training during working hours. If this is not possible, training time is considered working time.

### 6.3.3 Construction site employees: welder or mechanic course

- If the employee in consultation with the employer followed a welder or mechanic course and received a certificate, the employer will give them a copy of this certificate. At the end of the employment contract, the employer provides them with the original.

## 6.4 Permanent development

### 6.4.1 Process

- It is important for the employee to be permanently employable. This means that they can continue to participate in the workforce in a motivated and healthy way.
- The employee and the employer are jointly responsible for this.

### 6.4.2 Sustainable Employability Analysis

- The Sustainable Employability Analysis (SEA) consists of:
  - the periodic occupational health examination (POHE), and
  - a counselling session with an SEA advisor.The SEA results indicate what the employee can do to remain sustainably employable.
- The employee is expected to participate in the SEA once every four years. They must first take the SEA at age 20 and repeat the analysis at the ages of 24, 28, 32, 36, 40, 44, 48, 52, 56, 60, and 64.
- Volandis will summon the employee for this purpose. The employer will give the employee the opportunity to participate in the SEA.
- The SEA leads to an independent advice. If the advice warrants it, the employee and the SEA advisor draw up a personal action plan.
- The employee pays for the actions taken as a result of the SEA themselves. This payment is to be made from the Sustainable Employability component of their individual budget (refer to section 4.14). Depending on the individual situation, the employer and/or the industry may also pay a part.
- The SEA is a provision from the individual-oriented preventive care package (refer to section 7.1). More information is available at [www.volandis.nl](http://www.volandis.nl).

### 6.4.3 Training for sustainable employability

- If the employee decides to take training to increase their sustainable employability, the employer must allow them to take leave for that purpose.
- The employer and employee agree on this in mutual consultations.

## 6.5 Four-day working week for employees aged 55 and over

### 6.5.1 Process

- The working week of an employee aged 55 or over may at their request be reduced to four days, to an average working time of 32 hours per week.
- The four-day working week for employees aged 55 and over can start the moment the employee turns 55. The employee is free to cancel this four-day working week at any time and go back to working a five-day week of 40 hours on average.

### 6.5.2 Procedure

- Employees wishing to apply the four-day working week for employees aged 55 and over scheme must submit a written request to the employer.

- The employer must agree to this request, unless compelling business or service interests preclude this. The employer will notify the employee of its decision in writing within four weeks.
- If the employer agrees, it will set the working hours in consultation with the employee. If the employer rejects the request, it will state the reasons for this rejection.

### 6.5.3 Use of days

- To enable the four-day working week, the employee uses the following types of days.
  - Public holidays recognised in this collective agreement that fall on working days.
  - Holidays, taking into account their entitlement to three consecutive weeks of summer holiday.
  - Scheduled days off. These days are accrued on the basis of a full five-day working week. Use of these days is done in consultation with the employer. With respect to construction site employees, the latter applies by way of derogation from section 3.2.3(2).
  - Additional scheduled days off for older workers.
- If the employee has too few days available to work four days a week all year, they can work five days a few weeks a year and/or buy extra days from the employer.

### 6.5.4 Purchased days off

- The value of the number of days off purchased by the employee is expressed as a purchase amount per year. The purchase amount is calculated as follows:
  - start with 0.4% of the agreed fixed annual wage or the annual salary for a five-day working week of forty hours and
  - multiply this by the number of purchased days off.
- The employer deducts the purchase amount from the gross wage or salary. This deduction is carried out in equal parts per payment period. This deduction also takes place when the employee is ill. When deducting the purchase amount, the employer must comply with the requirements of Section 7:631 of the Dutch Civil Code.
- Holiday allowance, pension premiums, and contributions to industry-wide schemes are calculated before deduction of the purchase amount.
- If the employee is sick on a purchased day off, they are not entitled to a replacement day off.

### 6.5.5 Four-day working week schedule

- The employer lays down the details of the four-day working week in a schedule and presents this to the employee at least one month before the start date of the schedule or before the beginning of a new calendar year.
- This schedule is set up as follows.
  - The days off used and the purchased days off are spread out evenly over the year. This is done in consultations between the employer and the employee.
  - In a working week containing a public holiday recognised in this CA or (for construction site employees only) a scheduled day off adopted by the company, that day shall serve as the employee's day off for that week.

### 6.5.6 Settlement of purchased days off at end of the employment contract

- On termination of the employment contract, the employer calculates the balance of the days off purchased and taken.
- The employer will pay out the purchased days off the employee did not yet take in the context of their four-day working week. If the employee took more days off than they had purchased, the employer deducts the difference from the wage or salary.



## 7. Working conditions and safety

- 7.1 Individual-oriented preventive care package
- 7.2 Company occupational health and safety and absence policy
- 7.3 Working conditions on site
- 7.4 Workload of STA employees
- 7.5 Unworkable weather
- 7.6 Accidents

### 7.1 Individual-oriented preventive care package

#### 7.1.1 Process

- Every employee is entitled to the provisions of the individual-oriented preventive care package. The aim of this package is to prevent employee absence.
- These provisions are carried out by an occupational health and safety service. This must be a certified health and safety service that has concluded a cooperation agreement with Volandis.
- The individual-oriented preventive care package consists of the provisions listed in sections 7.1.2 through 7.1.8.

#### 7.1.2 Pre-employment medical examination

- Refer to section 1.1 of this collective agreement.

#### 7.1.3 Occupational health examinations of young persons

- Employees aged up to 19 can voluntarily have this examination conducted. The examination takes place a year after the employee started working in the sector.
- The workload and the employee's work capacity are balanced. The employee receives advice on healthy and safe job performance.

#### 7.1.4 Sustainable Employability Analysis (SEA)

- Refer to section 6.4.2.

#### 7.1.5 Periodic occupational health examination (POHE)

- The POHE is designed to regularly balance the workload against the employee's capacity during their career.
- The PAGO is conducted as part of the SEA when the employee reaches the following ages: 20, 24, 28, 32, 36, 40, 44, 48, 52, 56, 60, and 64 years.
- In addition, the employee is expected to participate in the POHE at the ages of 42, 46, 50, 54, 58, 62, and thereafter whenever this is indicated.
- Construction site employees working in scaffold construction are expected to participate in the POHE every year in which no SEA is conducted.

#### 7.1.6 Focused Periodic Examination (FPE)

- Some employees are entitled to the FPE in addition to the SEA or POHE. This examination is focused on specific jobs or activities.
- The following employees possess this right.

- Tower crane, mobile crane, or piling rig operators: every two years or more often as indicated. From the age of 40, the FPE can be performed as part of the SEA or POHE.
- Employees working on chemical industry sites: every year.
- Employees working in or with contaminated soil and contaminated (ground) water: every year.
- Employees working with compressed air equipment: once every two years until age 50 and annually thereafter.
- Employees working with asbestos: before starting work where exposure to asbestos above the level where action must be taken is possible. From that time until the age of 40: once every two years. From the age of 40, the FPE can be performed as part of the SEA or POHE.
- Employees working with overpressure: before starting this work and annually thereafter.
- Offshore workers: once every two years until age 40 and annually thereafter.
- Employees working with PUR foam: annual occupational health examination that includes at least a lung test and urinalysis.
- If it is not possible to combine the FPE with the SEA or POHE, the employer will make an appointment with the occupational health and safety service to have the FPE performed. In that case, the employer will pay the cost of this examination.

#### 7.1.7 Occupational health and safety consultations

- The employee can visit the occupational health and safety service's occupational health and safety consultations on their own initiative.

#### 7.1.8 Follow-up activities

- If the occupational health and safety service believes, upon conducting the aforementioned examinations, that follow-up activities should be carried out, the employee may perform these activities.

## 7.2 Company occupational health and safety and absence policy

### 7.2.1 Process

- The employer has implemented a company occupational health and safety and absence policy that satisfies at least the following provisions in this section 7.2.
- The occupational health and safety and absence policy aims to:
  - promote the safety and protect the health of employees in connection with the work, as an integral part of company policy, and
  - reduce absenteeism, especially by way of preventive measures.

### 7.2.2 HIRA and action plan

- The occupational health and safety and absence policy is established on the basis of the following.
  - The legally required hazard identification and risk assessment (HIRA). This is used by the employer to identify whether the work may cause danger or harm to the safety, health and/or welfare of the employees.
  - An analysis of absenteeism in the company.
- In the legally required action plan, the employer describes:
  - the measures it will take to prevent or reduce the risks listed in the HIRA,
  - the technical and/or organisational measures it will take to safeguard health and safety, and
  - if these measures are not adequate - the personal protective equipment to be used,

- how employees are informed of and trained in safe and healthy working, with special attention being paid to the guidance of employees aged 21 or below, and
- how employees can make use of the individual-oriented preventive care package referred to in section 7.1.

### 7.2.3 Exceptions to the mandatory HIRA review

- The legally required HIRA review does not apply to the employer that:
  - has a maximum of 40 hours of work per week performed by all its employees put together, or
  - employs a maximum of 25 employees.
- For employers employing up to 25 employees, this is subject to it having used the Construction Industry HIRA or another model approved by the parties to this CA and registered with [www.rie.nl](http://www.rie.nl).

### 7.2.4 The health and safety officer

- The employer appoints one or more health and safety officers.
- The health and safety officers have the following duties.
  - Support the implementation of the HIRA.
  - Advise and closely cooperate with the employee participation body in the context of the development and implementation of health and safety measures. If no participation body exists they advise and cooperate with the employees concerned.
- The health and safety officer has sufficient expertise, experience, and equipment to perform their duties. They at least meet the competence profile of the Construction Industry HIRA approved by the parties to the CA. Refer to [www.rie.nl](http://www.rie.nl)

### 7.2.5 Engaging experts

- The employer may engage certified experts for:
  - the supervision of sick employees, and
  - the legally required review of the HIRA.
- Two conditions apply:
  - written agreement with the participation body, and
  - the experts do not work for an occupational health and safety service.

### 7.2.6 Occupational health and safety facilities and occupational health and safety duties

- If the employer instructs STA employees to perform duties in the context of the occupational health and safety and absence policy, while these duties arise due to the employer seeking to comply with the law and/or the collective agreement, they will inform these employees in writing of the responsibilities and powers granted to them in this regard.
- The site manager may annually participate in a one-day information and instruction session on promoting good working conditions on the construction site. They do so after the employer has granted them permission.

## 7.3 Working conditions on the construction site

### 7.3.1 Safety and hygiene

- The employer must take implementing measures concerning safety and hygiene. It must do so in reasonable consultation with the employees concerned.
- The employer must clearly indicate whether wearing a safety helmet at the entrance to the construction site.

- The main contractor must provide sufficient site office space.

### 7.3.2 Personal protective equipment

- The costs of the personal protective equipment referred to in the working conditions legislation are to be born by the employer. Examples of such equipment include a safety helmet, safety shoes, work gloves, work clothes with UV protection, and hearing protection.
- The employer must provide the necessary personal protective equipment to the employee or make it available to them. If the employer fails to do so, the employee is not allowed to work on the construction site. This does not affect their wages.
- If the employee does not use their personal protective equipment, the employer may remove them from the construction site. The employer will not pay the wages for the hours not worked. Refer to Section 7:628 of the Dutch Civil Code.

### 7.3.3 Winter clothing

- If the employee must work in frosty weather, they are entitled to effective winter clothing.
- The costs of this winter clothing are borne by the employer. It must provide such clothing to the employee or make it available to them.
- The employee must use this clothing. If the clothing is torn or worn, they will receive a new set from the employer.

### 7.3.4 Infrastructure

- If the infrastructure employer use its own equipment that produces exhaust fumes on site, the exhausts of this equipment must be pointed upwards.
- Before employees are allowed to carry out roadworks, they must have completed a safe working course.
- The following rules apply to road works conducted in the evening and at night.
  - The applicable safety regulations are provided to the employee before the start of work and explained verbally.
  - The employee may not perform work when not wearing a safety vest.
  - During roadworks performed while traffic can continue, only road demarcation systems that cordon off the section of road to be worked on as a whole may be used.
  - No work is carried out during night frost; an exception applies to emergency work, though the safety regulations and the health of the employees must be safeguarded.

### 7.3.5 Other work situations

- Lifting.
  - Packing units of cement or other raw materials weighing over 25 kilos may not be used at work.
  - Masonry and adhesive blocks weighing 14 kg or over may be processed using mechanical tools only.
  - Paving stones with a length of more than 30 centimetres may only be processed using an appropriate lifting device.
- Hazardous substances.
  - If safety and health-threatening substances and products are used on the construction site, the site manager must have a list of these substances and products in use and the precautions to be taken.
  - Tar may not be processed. Exception: tar asphalt may be thermally cleaned.
  - Solvent-rich products may not be used in confined spaces or indoors, such because of the risk of Organic Psycho Syndrome (OPS).

- Polluting work. If the employer gives the instruction to perform highly polluting work while taking insufficient measures to protect the employees and/or the environment, the employees may refuse to perform this work.
- Soil survey. If an analytical soil survey report has been prepared for a construction site, the employees who have to work on that construction site are entitled to inspect that report.
- Draught-free indoor work. If indoor work have to be done in a draughty space between 1 September and 1 May, the employer must make that workspace as draught-free as possible. A room is draught-free if it is sealed all around with glass or other material.
- Passenger lift.
  - The employer is obliged to install a passenger lift in buildings and dwellings the highest floor of which is 15 metres or more above the adjacent grounds. The roof floor, the floor of a technical room, or floors of scaffolding and other auxiliary structures are not considered to be the highest floor.
  - This obligation does not apply if:
    - . the highest floor is 15 to 25 metres above the adjacent grounds,
    - . canteen and toilet facilities have been set up on one of the intermediate floors, and
    - . the distance between these facilities and the adjacent grounds or the highest floor, respectively, is no more than 15 metres.
  - The employer may, according to the provisions of section 10.9, agree on an alternative arrangement for this obligation with the works council if:
    - . there are special circumstances preventing the proper performance of the obligation, or
    - . if applying the obligation does not contribute to reducing physical strain.
- Tower cranes. A tower crane must be equipped with an operator lift if:
  - the cabin is at an altitude of 30 metres or higher for two months or more, and
  - mounting such a lift is technically possible.
- Hoisting operations. If the employee has to hook up goods or to provide instructions to do so, the employer promotes them attending a relevant course.
- Scaffolding work. Employees assembling scaffolding must have a diploma recognised by the government and industry at secondary vocational education level or a valid personal certificate (ISO 17024). This obligation applies to the positions of assistant scaffolding mechanic, scaffolding mechanic, 1st scaffolding mechanic, and scaffolding foreman. Diplomas and certificates are registered in the central register of diploma's of the Stichting Samenwerking voor Veiligheid. This is arranged by the Stichting Veilig Werken Op Hoogte.
- Heat. The employer is obliged to provide sunscreen at the construction site. The employee is obliged to use this or any sunscreen they brought themselves.

### 7.3.6 Younger workers

- Employee up to 18 years of age may not:
  - work to rate;
  - work with piling rigs, except under the supervision of a teacher;
  - work independently as a crane operator or driver, as referred to under numbers 33, 35, 72, 96, 99, 100, and 101 in the job list of construction site employees in Annexe 1.1.
- Employees aged 18 or 19 may only work independently as a crane operator and driver, as referred to in the above, if they:
  - are in training for or have obtained the civil engineering machinist certificate, and
  - work under the supervision of a site manager or an employee aged 22 or over working the same job.

- Employees aged 20 or 21 may only work independently as a crane operator and driver, as referred to in the above, if they obtained the BBL 3 driver certificate.

## 7.4 Workload of STA employees

### 7.4.1 Advice and counselling

- If an STA employee is (at risk of being) absent due to sickness, they are entitled to advice and counselling.
- The sector has made provisions for this purpose, which the employee may make use of free of charge. More information is available at [www.volandis.nl](http://www.volandis.nl).

## 7.5 Unworkable weather

### 7.5.1 Construction & Infrastructure Unworkable Weather CA

- A Construction & Infrastructure Unworkable Weather CA has been agreed. The Construction & Infrastructure Unworkable Weather CA is an extension of the Construction & Infrastructure CA.
- Construction & Infrastructure Unworkable Weather CA provides:
  - the rules that apply in the event of unworkable weather, and
  - when the employer may apply for unemployment benefits for the employee in case of unworkable weather.

## 7.6 Accidents

### 7.6.1 Collective accident scheme

- If the employee suffers an accident during working hours or while commuting that results in permanent disability or death, an entitlement to benefits from the collective accident scheme may exist.
- The collective accident scheme is laid down in the BTER Construction & Infrastructure collective agreement.

## 8. Employee participation

- 8.1 Trade union contacts
- 8.2 Contact between unions and employees
- 8.3 Employee participation in building consortia
- 8.4 Merger, business transfer, and business closure
- 8.5 Social policy

### 8.1 Trade union contacts

#### 8.1.1 Objectives

- The employees' organisations FNV and CNV Vakmensen are enabled to:
  - liaise with their members,
  - organise contacts between members, and
  - support the works council members in their work.
- The provisions of this section 8.1 of the CA make this possible.

#### 8.1.2 Appointment

- The employees' organisations FNV and CNV Vakmensen can each appoint a trade union contact within each company. They can also do this for any eligible project.
- The trade union contact is an employee of the company and a member of the organisation that appoints them.
- The employees' organisation will inform the employer of the appointed trade union contact person.

#### 8.1.3 Powers

- The trade union contact may liaise with:
  - their colleagues who are members of the same employees' organisation; this may be done outside working hours, within the company;
  - members of the works council, if these members take the initiative; this may be done within working hours;
  - paid employees of their employees' organisation; this may - after consultation with the employer - be done within working hours.

#### 8.1.4 Contacts within working hours

- The trade union contact makes reasonable use of the opportunity to liaise within working hours. The amount of time they may spend on such liaising per year depends on the number of employees in the company. The maximum is an average of half an hour per employee per year.
- The employer pays the trade union contact their agreed fixed wage or salary for the contact hours held within working hours.

#### 8.1.5 Facilities and protection

- The employer will - on request and outside business hours - make company premises available for meetings of the trade union contact person with:
  - colleagues who are members of their employees' organisation and/or
  - paid employees of their employees' organisation.

- The employer will make sure that the trade union contact is not disadvantaged - for example with regard to promotion and remuneration - because they do union work at the company.
- The employer may not terminate the employment contract of the trade union contact. This also applies to persons who have been trade union contacts within the last two years. Exception: termination of the employment contract is allowed, however, if this would have happened even if the employee had not been a trade union contact.

## 8.2 Contact between unions and employees

### 8.2.1 Process

- The employees' organisations FNV and CNV Vakmensen may get in touch with employees on the construction site or within the company, such with the aim of providing information on terms and conditions of employment and working conditions.
- If a trade union employee makes use of this opportunity, they have to report to the employer's local representative. They also must adhere to the safety regulations.

## 8.3 Employee participation in building consortia

### 8.3.1 Representative consultation body

- If it looks like a construction consortium will last longer than a year, a representative consultation body is to be established within that consortium.
- The representative consultation body discusses issues related to health and safety. This includes working hours.

### 8.3.2 Establishment procedure

- The participants in the construction consortium arrange for the participation of the representative consultation body in the consortium agreement,
- stipulating that the director of the consortium establishes the representative consultation body.

## 8.4 Merger, business transfer, and business closure

### 8.4.1 Process

- The regulations of section 8.4.2 apply if:
  - the employer is considering entering into a merger as referred to in the 2015 Merger Code of the Social and Economic Council;
  - the employer is considering transferring its business (other than through a merger) or closing its business or a business unit; this applies only if it is a business that generally employs 25 or more employees.
- Exception: the requirements of section 8.4.2 do not apply to:
  - entering into or terminating a construction consortium, and
  - finishing a construction project.

### 8.4.2 Regulations

- General.



The employer takes the social consequences of the merger, business transfer, or business closure into account when taking its decision. In the case of a merger, the employer must also adhere to the 2015 Merger Code of the Social and Economic Council.

- **Duty to inform.**
  - When a proposed merger seems likely to go ahead, the employer will inform the parties to the CA immediately. It will send written confirmation to the parties to the CA as soon as possible thereafter.
  - When a proposed business transfer or closure seems likely to go ahead, the employer will immediately inform the employer and employees' organisations that entered into this collective agreement. It will send written confirmation to these organisations as soon as possible thereafter.
- **Role played by the trade unions.**

Following this, the employer discusses the following with the relevant employees' organisations:

  - the measures it is considering taking,
  - the consequences thereof for all or a large proportion of the employees, and
  - the time and manner in which all employees will be informed.
- **Role played by the works council.**

The employer informs the works council, if any is in place, of:

  - its proposed decision to merge, transfer, or close business,
  - the reasons for doing so,
  - the likely consequences for the employees, and
  - the measures it intends to take in response thereto.

It will then give the works council the opportunity to present its opinion on the proposed decision.
- **Confidentiality.**

The employer and employees' organisations are subject to a duty of confidentiality in this context. This lasts until a time to be agreed with the employer. The works council is subject to the duty of confidentiality under the Works Councils Act.

## 8.5 Social policy

### 8.5.1 Target audience

- If the employer is legally obliged to provide the works council with information on the social policy it has pursued in the past year at least once a year, it makes this information available to all employees.

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

9.1	Sickness
9.2	Rehabilitation
9.3	Incapacity for work
9.4	Unemployment

### 9.1 Sickness

#### 9.1.1 Reporting sick

- If the employee reports sick, they must stay home until a first absence check has taken place.
- Different arrangements can be made about calling in sick within the company, for example, in an absence regulation.
- The sick employee may leave home to visit a doctor.

#### 9.1.2 Wages during the first and second year of sickness

- When sick, the employee is entitled to continued payment of wages according to Section 7:629 of the Dutch Civil Code.
- If this results in a higher amount, the employer will instead pay:
  - during the first year of sickness: 100% of the agreed fixed wage or salary, and
  - during the second year of sickness: 70% of the agreed fixed wage or salary, and

#### 9.1.3 Exceptions

- State pension age.  
If the employee has reached the state pension age, they are entitled to continued payment of wages according to section 9.1.2 for 13 weeks when sick.  
If the employee falls sick on or after 1 July 2023, a term of six weeks applies.
- Waiting days.  
If the employee reports sick for the second or third time in a calendar year, the employer does not have to pay wages over the first day of sickness.
- Construction site employees.  
If the employee got sick due to performing construction and infrastructure activities for others than their employer while performing this work without their employer's permission, the employer only has to continue paying them the legally required part of his wages for the first three months of their sickness. Refer to Section 7:629 of the Dutch Civil Code.
- STA employees.  
If the sick employee performs work for anyone other than their employer, the employer only has to continue paying them the legally required part of their salary. Refer to Section 7:629 of the Dutch Civil Code. This also applies if the employee is partially fit for work.

#### 9.1.4 Compensation

- If the employer invokes Section 6:107a of the Dutch Civil Code to claim compensation from one or more third parties in connection with the employee's sickness, the employee must cooperate in this endeavour.

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

- In the second year of sickness, the employee's pension accrual continues in full. This is subject to the condition that the employee complies with the requirements of bpfBOUW's pension scheme for the construction industry.

### 9.1.6 Registering sick leave

- The employer records sick leave, including the frequency and duration of sick leave.
- The employee has the right to access the data recorded about them.

## 9.2 Rehabilitation

### 9.2.1 Rehabilitation firm

- The employer is obliged to engage a rehabilitation firm for the rehabilitation of a sick employee. This is in addition to its obligations of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act.
- The rehabilitation firm must possess the Blik op Werk quality mark or a quality level that is demonstrably equivalent.
- If the employer has still to fulfil its obligation 14 weeks after the start of the sickness, the employee may themselves engage such a rehabilitation firm to provide training, guidance, and mediation. In that case, the costs will be paid by the Construction & Infrastructure Supplementary Fund. The Fund recovers the cost from the employer. This is laid down in the Rehabilitation Regulations of this Fund. These regulations are part of the BTER Construction & Infrastructure collective agreement.
- If the rehabilitation process results in the employee returning to work for another employer, the rehabilitation firm contacts the employee twice in the first six months after resuming work to inquire about their situation. If the employee requires one or more interviews with the rehabilitation firm, the costs thereof will be borne by the original employer.

### 9.2.2 Rehabilitation bonus

- Section 9.2.2 applies only if the first day of sickness was before 1 January 2022.
- If the employee resumes work in the second year of sickness and this rehabilitation is successful, the original employer will pay this employee a rehabilitation bonus. This applies irrespective of whether the employee resumes work in their old or in a new position, inside or outside the company.
- Rehabilitation is successful if the employee:
  - works continuously for at least two payment periods in the second year of sickness, and
  - earns at least 50% of the agreed fixed wage or salary they earned before falling sick each payment period.If the span of time encompassing two payment periods includes a holiday, this term is extended by the duration of the holiday.
- The rehabilitation bonus is a one-off payment. Its amount corresponds to a supplement of up to 100% of the original wage or the salary for the following period:
  - rehabilitation with own employer: from the first day of the second year of sickness up to and including the last day of the second payment period of the rehabilitation;
  - rehabilitation with another employer: from the first day of the second year of sickness up to and including the last day prior to employment with the other employer.
- Once the employer paid the rehabilitation bonus to the employee, the employer is entitled to a rehabilitation bonus from the Construction & Infrastructure Supplementary Fund. This is subject to the condition that the employer meets the requirements of the

Rehabilitation Regulations of this Fund. These regulations are part of the BTER Construction & Infrastructure collective agreement.

## 9.3 Incapacity for work

### 9.3.1 End-of-year bonus

- Employees receiving a benefit under the Work and Income (Capacity for Work) Act or under the Invalidity Insurance Act are entitled to an end-of-year benefit from the Construction & Infrastructure Supplementary Fund if they:
  - were also entitled to an end-of-year bonus from this Fund in the previous calendar year, and
  - meet the requirements of this Fund's Supplements and Benefits Regulations. These regulations are part of the BTER Construction & Infrastructure collective agreement.

### 9.3.2 WGA shortfall insurance

- If the employer is not affiliated to bpfBOUW, it is obliged to take out a WGA shortfall insurance for its employees.
- This insurance is at least equivalent to the Incapacity for Work Pension as provided under the construction industry pension scheme of bpfBOUW.
- The employer and the employee each pay half of the insurance premium.

## 9.4 Unemployment

### 9.4.1 Pension accrual

- If the employee is entitled to unemployment or sickness benefits immediately following their employment contract with the employer, the Construction & Infrastructure Supplementary Fund will pay for their continued pension accrual. This is done from the start of the benefit and for the duration of that benefit, to a maximum of six months.
- This is subject to the condition that the employee meets the requirements of the Supplements and Benefits Regulations of the Construction & Infrastructure Supplementary Fund. These regulations are part of the BTER Construction & Infrastructure collective agreement.

## 10. About this collective agreement

- 10.1 Definitions and terms
- 10.2 Who is subject to the collective agreement?
- 10.3 Who is not subject to the collective agreement?
- 10.4 Employment contract under foreign law
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- 10.6 Hiring agency and payroll workers
- 10.7 Voluntary application of the collective agreement
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### 10.1 Definitions and terms

#### B

- **BBL** (block or day release): training pathway within secondary vocational education according to the Adult and Vocational Education Act for students having concluded both an employment and an education contract. The apprentice takes the practical training at a recognised work placement company. They attend the regional training centre one day a week on average for their theoretical education.
- **BBL 2**: vocational training using the BBL at level 2.
- **BBL 3**: vocational training using the BBL at level 3.
- **Payment period**: the period of four weeks or a calendar month over which the employer pays the employee the agreed fixed wage or salary, as well as the allowances and supplements to which the employee is entitled.
- **BOL** (pre-vocational training pathway): training pathway within secondary vocational education according to the Adult and Vocational Education Act for students only having concluded an education contract. The student is educated at the regional training centre. They from time to time work for a recognised work placement company in a work experience placement context.
- **Construction and infrastructure companies**: refer to section 10.2.2.
- **Construction and infrastructure works/activities**: refer to section 10.2.2.
- **Construction consortium**: a partnership between:
  - two or more construction and infrastructure companies, or
  - one or more construction and infrastructure companies and one or more other companies,aim, inter alia, to jointly realise one or more construction and infrastructure works. The term ‘partnership’ also includes being jointly involved in, or jointly being part of, the same legal entity and/or company as (indirect) director, (indirect) shareholder and/or (indirect) partner.

- **Construction site:** any place where construction and infrastructure works/activities are carried out and/or realised.
- **Construction site employee:** the employee working in a job listed in Annexe 1.1, Annexe 1.2, or a similar job.
- **bpfBOUW:** Stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid.
- **Bpvo** (practical training contract): the agreement concluded at the start of the BBL training course between the apprentice, the work placement company or individual work placement company, and the relevant educational institution. The practical training contract sets out the rights and obligations with respect to practical occupational training.
- **DCC:** The Dutch Civil Code.

## C

- **CA:** 'the CA' or 'this CA' refers to the Construction & Infrastructure collective agreement
- **BTER Construction & Infrastructure CA:** the Construction & Infrastructure Industry-wide Schemes CA.
- **Parties to the CA:** the employers' and employees' organisations that have entered into this collective agreement. These are:
  - the employers' organisations: Bouwend Nederland, the association of companies in the construction and infrastructure sectors; 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 demoop (VERAS); Noordelijke Vereniging Burgerlijke en Utiliteitsbouw (NVBU); Straatwerk Nederland; Vereniging Gebouwschil Nederland, sections Metselen en Voegen, and WoningBouwersNL;
  - employees' organisations: FNV and CNV Vakmensen.nl.

## D

- **Part-time (work):** working hours that, based on the individual employment contract, are shorter than the normal working hours referred to in Table 2.2.

## E

- **Spouse:** the person to whom the employee is married. The unmarried partner with whom the employee runs a joint household, insofar as this has been made known to the employer by means of a cohabitation agreement and/or partner registration executed before a civil-law notary, are deemed equal to a spouse.

## G

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

## I

- **Individual budget:** refer to section 4.14.
- **Individual work placement company:** an employer who concludes a practical training contract and an employment contract with an employee, acting as a training company in accordance with the Adult and Vocational Education Act.
- **Instructor:** the employee of a training company responsible for the training, education, assessment, and supervision of the participant within the training workplace.
- **Pre-employment medical examination:** medical examination for appointment within the meaning of the Medical Examinations Act.

## L

- **Apprentice:** the construction site employee following a BBL 2 or BBL 3 course in the domain:
  - Construction and infrastructure,
  - Finishing, wood, and maintenance, or
  - Engineering and processing industry.
- **Teacher:** the employee who:
  - has obtained a valid teacher certificate and a valid teacher pass from Vollandis,
  - transfers professional knowledge to apprentices in the work placement company on the instructions of their employer, and supervises and assesses them, and
  - performs productive work in addition to these teaching tasks when time remains for doing so.

## M

- **Participation body:** the works council or employee representative body as referred to in the Works Councils Act.

## O

- **Joint training centre:** Refer to section 10.2.5.
- **Overtime:** working more hours on a day than is required under the schedule set according to this collective agreement.
- **Overtime, systemic:** overtime worked with a fixed frequency and over several weeks.

## P

- **Payrolling:** the provision of a payroll employee to an employer as referred to in section 10.2.1.
- **Payroll employee:** the worker with an employment contract that has been made available to an employer as referred to in 10.2.1 on the basis of Section 1(1)(d) of the Placement of Personnel by Intermediaries Act.
- **Personal protective equipment:** equipment or devices intended to be worn or held by a person as protection against one or more hazards that may threaten their health or safety.

## R

- **RTC:** regional training centre as referred to in the Adult and Vocational Education Act.

## S

- **Salary:** the fixed gross amount agreed between the STA employee and the employer that the STA employee receives from the employer as salary for their work activities as performed in their job. This amount is exclusive of holiday allowance, fixed and/or variable bonuses, year-end bonuses, lump-sum payments, and all other allowances.
- **School day:** the day on which the apprentice attends school under the responsibility of the regional training centre.

## T

- **Time Savings Fund:** Stichting Tijdsparfonds Bouw & Infra.
- **Tidal work:** work subject to the influence of tides (high and low water due to ebb and flow).

## U

- **Temporary Employment Agency:** the employer as referred to in Section 7:690 of the Dutch Civil Code.
- **Agency worker:** the employee as referred to in Section 7:690 of the Dutch Civil Code.
- **STA employee:** the employee working a supervisory, technical, or administrative job as listed in Annexe 1.3 or a similar job.

## V

- **Agreed fixed wage:** the guaranteed wage plus any performance allowance agreed with the construction site employee.
- **Volandis:** the knowledge and advice centre in the field of sustainable employability for all employees and employers in the construction & infrastructure sector. Volandis is at the collective and individual level tasked with:
  - collecting, processing, and accessing information, and
  - facilitating and promoting sustainable employability.

## W

- **WagwEU:** Posted Workers in the European Union (Working Conditions) Act (Act of 1 June 2016 (Bulletin of Acts and Decrees 2016, 219), last amended by the Act of 22 June 2022 (Bulletin of Acts and Decrees 2022, 277)).
- **Web:** Adult and Vocational Education Act (Act of 31 October 1995 (Bulletin of Acts and Decrees 1995, 501), last amended by the Act of 23 February 2022 (Bulletin of Acts and Decrees 2022, 134)).
- **Employer:** refer to section 10.2.1.
- **Workwear:** clothing intended (almost) exclusively to be worn during work. Workwear also includes boots and wellingtons, as well as oilskin clothes for an employee performing tide work.
- **Employee:** refer to section 10.2.1.

## Z

- **Sickness:** being unable to perform the agreed work due to a physical or mental condition or infirmity.

## 10.2 Who is subject to the collective agreement?

### 10.2.1 Scope

- This collective agreement applies to companies, employers, and employees in the construction & infrastructure sector.
- An employer is any natural person, legal entity, company, and partnership, who or that has labour performed in the Netherlands by one or more employees, as referred to in sections 10.2.2 through 10.2.5.
- An employee is the person who performs work for an employer in the Netherlands:
  - on the basis of an employment contract within the meaning of Section 7:610 of the Dutch Civil Code, Section 7:610a of the Dutch Civil Code, and Section 7:610b of the Dutch Civil Code, or
  - on the basis of a works contract, unless they are an entrepreneur, or
  - as the aide of the works contractor, as referred to in the previous indent.
- Construction & infrastructure companies are:
  - construction and infrastructure companies, as referred to in section 10.2.2,



- companies performing construction work under their own management, as referred to in section 10.2.3,
- temporary employment agencies, as referred to in section 10.2.4, and
- joint training centres, as referred to in section 10.2.5.

### 10.2.2 Construction and infrastructure companies

- Construction and infrastructure companies are companies whose business is focused on production activities for and/or the provision of services to third parties in the field of:
  - carrying out, in whole or in part, construction and infrastructure works/activities;
  - on-site execution of parts of construction and infrastructure works; the manufacture of these parts elsewhere is considered equal thereto, provided the company that manufactures the parts also takes care of their incorporation in the construction and infrastructure work;
  - carrying out renovations and/or maintenance work on (parts of) construction and infrastructure works;
  - providing services on construction sites;
  - work carried out elsewhere than on the construction site in preparation for construction, if they are carried out by the company carrying out the construction and infrastructure work on the construction site;
  - the hiring out of machines with operating personnel to carry out work in the execution of the above-mentioned works.
- The following works/activities are or are considered equal to construction and infrastructure works/activities:
  - the construction, assembly, and maintenance of underground cables and pipelines, as well as the construction, assembly, and maintenance of overhead cables and pipelines for the purpose of construction and infrastructure activities to be carried out;
  - excavation of contaminated soil;
  - asbestos removal;
  - asphalt production;
  - concrete formwork, concrete drilling, and barring;
  - concrete repair of a structural nature and concrete injection;
  - structural facilities for land, water, and air traffic;
  - roofing;
  - dry sand extraction;
  - land levelling, site preparation, foundations;
  - foundation work;
  - soil drilling, well drilling, probing and pipe laying;
  - earthworks for civil engineering purposes;
  - pile driving: driving into the ground or extracting piles and sheet piling and/or carrying out drainage, soil compaction, and soil injection works;
  - industrial construction: the creation of structures predominantly using large, factory-made elements of concrete, stone, or plastic;
  - coastal and shoreline works;
  - masonry, pointing, and adhesive work;
  - the design, construction, alteration, repair, maintenance, or unblocking and/or commissioning of the public sewer system from the water quality management takeover point to the plot boundary, as well as work commissioned in this connection on the external sewer system from the plot boundary to 0.5 metres outside the façade;

- the construction and/or placement of movable accommodation units (units intended for temporary housing), provided that the placement, measured by the wage bill, is not merely a corollary of the manufacture of these accommodation units;
- furnace construction and chimney construction;
- sewerage and cable networks;
- demolitions;
- railway works;
- scaffolding work: assembling/constructing and dismantling scaffolding elements;
- scaffolding work, industrial: scaffolding work for the purpose of maintaining industrial plant facilities;
- tiling and caulking;
- hydraulic (engineering) works;
- road construction and paving works, including road marking and construction, erection, maintenance and demolition of noise barriers and road safety facilities;
- dwellings, utility, or industrial buildings or other structures of an architectural nature;
- culverts, jacking, and rainwater installations;
- other works/activities that by their nature are to be considered part of the construction business;
- earthmoving works for the purpose of any of the aforementioned construction and infrastructure works/activities.

### 10.2.3 Construction work under own management

- Companies performing construction work under their own management are companies that:
  - perform construction work for their own account with the aim of selling, renting, or otherwise making the building available to third parties;
  - have construction and infrastructure work or renovations carried out under their own management with a view to putting the building into use themselves or for their own company, or to making it available to members of staff;
  - undertake renovations and maintenance works on buildings they own or manage under their own management.
- In the latter two cases, this collective agreement does not apply to employees covered by another collective agreement.

### 10.2.4 Temporary employment agencies

- All provisions of this collective agreement apply to:
  - temporary employment agencies that on a yearly basis supply workers to employers as referred to in section 10.2.1 for more than 50% of their Dutch wage bill and that are not members of the ABU or the NBBU sectoral organisations,
  - temporary employment agencies that are part of a group that also consists of one or more companies as referred to in section 10.2.1, and
  - jointly agreed employment pools that provide workers to employers as referred to in section 10.2.1.

'Dutch wage bill' in this context is taken to mean the wage bill of the temporary employment agency's workers, insofar as they perform work in the Netherlands.

### 10.2.5 Joint training centres

- A joint training centre is a non-profit, national or regional legal entity established by multiple employers that:
  - concludes a practical training contract and an employment contract with apprentices,

- acts as a work placement company in under the Adult and Vocational Education Act when doing so, and
- has established and maintains a training workplace for the implementation of the practical part of the vocational training in the Construction and Infrastructure domain.

### 10.2.6 Working temporarily in Belgium

- The collective agreement applies to construction site employees based in the Netherlands who temporarily perform work in Belgium in the service of a Dutch employer. This is in derogation of sections 10.2.1 and 10.7.1.
- The employee is temporarily working in Belgium as long as Dutch social insurance legislation applies to them.
- If the employee is subject to a generally binding collective agreement or law in Belgium, this will count as the lower limit.
- As long as the employee works temporarily in Belgium, they are entitled to a supplement. This supplement is 9% of the guaranteed wage for job group A as listed in Table 4.2.

### 10.2.7 Working temporarily in Germany

- The collective agreement applies to construction site employees based in the Netherlands who temporarily perform work in Germany in the service of a Dutch employer. This is in derogation of sections 10.2.1 and 10.7.1.
- The employee is temporarily working in Germany as long as Dutch social insurance legislation applies to them.
- The employer pays premiums for this employee to the Urlaubs- und Lohnausgleichskasse der Bauwirtschaft (ULAK). These premiums replace its Days and Holiday Allowance contributions to the Time Savings Fund. Any Holiday Allowance paid on saved hours will continued to be paid.
- As long as the employee works temporarily in Germany, they are entitled to an ULAK allowance. This is a gross supplement per payment period. This allowance is not part of the agreed fixed wage.
- The amount of the ULAK supplement is such that the employee's net pay is at least equal to their net pay when all contributions to the Time Savings Fund are made.

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

### 10.3.1 Companies not covered by the collective agreement

- This collective agreement does not apply to companies whose business is predominantly focused on production activities for and/or the provision of services to third parties in the fields listed below.
- Whether a focus is a 'predominant' one is determined by comparing the amounts paid for each production activity and/or service.
- The following fields are not covered:
  - dredging;
  - fluid concrete and fluid concrete transport;
  - concrete goods;
  - central heating systems;
  - rural engineering activities falling within the scope of the Green, Soil, and Infrastructure collective agreement, as defined in the decree of 24 March 2022 declaring the provisions of the Green, Soil, and Infrastructure collective agreement generally binding (Government Gazette 2022, no. 6048). The definition of rural engineering work is

provided in annexe 8 to the Construction & Infrastructure CA. The obligations for the subcontractor arising from section 10.5 of this collective agreement do not apply to companies that fall within the scope of the Green, Soil, and Infrastructure collective agreement;

- roof coverings, being bituminous or of aluminium, plastic, zinc, lead or copper;
- making electrical connections between cables in cable networks;
- factory carpentry;
- interior panelling;
- insulation operations, meaning the installation, repair, coating, finishing and/or maintenance by the company itself of insulating materials to prevent or limit heat or cold loss and/or against fire, moisture, noise and/or vibration, in industrial plants, at technical installations, and on board ships, such as apparatus, ducts, pipes, tanks and the like, and also in rooms, such as cold and freezing rooms, boiler and machine rooms, studios and the like;
- plumbing and fitting operations;
- natural stone;
- furnace construction and chimney construction, insofar as this is part of insulation work;
- parquet floors;
- rail infrastructure work falling within the scope of the Rail Infrastructure collective agreement, as defined in the decree of 30 August 2021 declaring the provisions of the Rail Infrastructure collective agreement generally binding (Government Gazette 2021, no. 37423);
- painting and finishing;
- demolition of objects consisting (almost) entirely of metal, where the number of working hours of the employed workers assigned to the work exceeds the number of agreed working hours in the other work to be performed by all employed workers measured over the period of a calendar year;
- steel frame construction and carrying out works entirely or almost entirely in steel;
- stone, wood granite, and artificial stone;
- plastering, finishing, and terrazzo/flooring operations;
- rental of mobile cranes;
- other works which by their nature are not to be classified as construction work.

### 10.3.2 Departments not covered by the collective agreement

- This collective agreement does not apply to a separate department whose business is predominantly focused on production activities for and/or the provision of services to third parties in the fields referred to in section 10.3.1.
- A separate department is deemed to be present if the business operations are in fact organised as an independent unit. Whether a focus is a 'predominant' one is determined by comparing the amounts paid for each production activity and/or service.

### 10.3.3 Persons not covered by the collective agreement

- The following workers are not deemed an employee:
  - holiday workers;
  - interns, which means those person to who the provisions of section 6.2 apply;
  - director and major shareholders of a public limited company and/or private limited company who:
    - personally hold shares representing at least one-tenth of the issued share capital of the employer's company, or

- indirectly personally hold shares representing at least one-tenth of the issued capital of the employer's company, or
- hold depositary receipts for shares issued through the intermediary of a trust office, in the board of which they have a representation right of at least one tenth, representing at least one-tenth of the company's issued capital.

## 10.4 Employment contract under foreign law

### 10.4.1 WagwEU

- Some generally binding provisions of this collective agreement also apply to employees who:
  - in the context of the transnational provision of services, as referred to in Section 1(1) of the WagwEU,
  - temporarily perform work in the Netherlands, and
  - whose employment contracts are governed by a law other than Dutch law.
- With respect to these employees, at least the following applies.
  - During the first 12 months: the provisions of Annexe 6 to this collective agreement.
  - With effect from the thirteenth month: all generally binding provisions of this collective agreement. This does not apply to the provisions on procedures, formalities, and conditions for concluding and terminating the employment contract and on supplementary occupational pension schemes.

The Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act allows the 12-month period to be extended to a maximum of 18 months under certain conditions.

- Annexe 6 contains provisions relating to:
  - a. maximum working hours and minimum rest periods;
  - b. the minimum number of holidays, during which the employer's obligation to pay wages exists;
  - c. remuneration, which at least includes:
    1. the applicable periodic pay in the scale;
    2. the applicable reduction in working hours per week, month, year, or period;
    3. Allowances for overtime, postponed hours, and irregularity, including public holiday allowance and shift allowance;
    4. interim pay raise;
    5. expenses allowance: allowances or reimbursement of expenses for the costs necessary for the performance of duties, including travel, meals, and accommodation for employees who are away from home on a professional basis;
    6. increments;
    7. end-of-year payments;
    8. additional allowances related to holidays.

The remuneration does not include:

- contributions to pensions as referred to in Section 1 of the Pensions Act or Section 1(1) of the Compulsory Professional Pension Schemes Act;
  - non-statutory social security entitlements;
  - allowances paid as reimbursement for expenses actually incurred in connection with the posting, such as travel, meals, and accommodation.
- d. conditions for posting workers;
  - e. health, safety, and hygiene at work;

- f. protective measures relating to the terms and conditions of employment and working conditions of children, young people and of pregnant workers or workers who have recently given birth;
  - g. equal treatment of men and women and other provisions to prevent and combat discrimination; and
  - h. conditions on the accommodation of employees, if the service recipient as referred to in Section 1(1) of the WagwEU provides accommodation to employees who are not at their usual place of work in the Netherlands.
- The term ‘employee’, as referred to in the first and second paragraphs of section 10.4.1, also includes agency workers with an employment contract under foreign law who are employed by a temporary employment agency that on a yearly basis supply workers to employers as referred to in section 10.2.1 for more than 50% of their Dutch wage bill and that are not members of the ABU or the NBBU sectoral organisations. ‘Dutch wage bill’ in this context is taken to mean the wage bill of the service provider’s workers, insofar as they perform work in the Netherlands. It does not matter whether the work is usually or temporarily performed in the Netherlands.
  - The hiring employer at whose company an employee with an employment contract under foreign law is posted must ensure that the employer of this employee, the service provider, complies with the applicable provisions of the second paragraph of section 10.4.1. The hiring employer either makes an arrangement to this end in the agreement with the service provider or ensures that the aforementioned arrangement is included in the agreement with the service provider. In the case of subcontracting, the provisions of section 10.5 apply as well.
  - Where a agency worker is not covered by this collective agreement, the hiring employer must ensure that the employer of that agency worker, the service provider, complies with the provisions of Annexe 7. The hiring employer either makes an arrangement to this end in the agreement with the service provider or ensures that the aforementioned arrangement is included in the agreement with the service provider. In the case of subcontracting, the provisions of section 10.5 apply as well.

## 10.5 Subcontracting

### 10.5.1 What subcontracting is

- Subcontracting within the meaning of section 10.5 occurs when the employer, acting in the role of client, enters into an agreement with another company (hereinafter referred to as: the “subcontractor”), for the purpose of constructing a structure and/or having construction and infrastructure activities carried out (hereinafter referred to as: the “agreement”).
- If the employer enters into such a contract with a sole trader, a temporary employment agency, or a similar company, it subcontracts the work.
- If the subcontractor is a temporary employment agency, sections 10.6.2 and 10.6.3 apply in addition to 10.5. If the subcontractor is the employer of a payroll worker, section 10.6.4 applies in addition to 10.5.

### 10.5.2 Sole trader

- The employer only engages a sole trader if this is a natural person who:
  - does not employ any staff,
  - is registered in the Trade Register of the Chamber of Commerce, and

- wants to conclude a works contract or a contract for services with the client that includes a result obligation. In this context, a result obligation means that the work or activities to be carried out are defined in the contract before the work begins.
- The employer must ensure that the actual situation under which the sole trader is engaged corresponds to the substance of the contract.

### 10.5.3 The subcontractor agreement

- The employer in the subcontractor agreement stipulates:
  - that the subcontractor complies with the provisions of this collective agreement applicable to it (this means, inter alia, that it does so in respect of all individual employment contracts covered by this collective agreement), and
  - that the subcontractor lays down the same provision in the contracts it in turn enters into with other subcontractors and that this is laid down in all subsequent contracts, up to the end of the subcontracting chain (obligation to pass on).
- Exception: this does not apply if the subcontractor is subject to another collective agreement (that is declared generally binding).

### 10.5.4 Duty to verify

- The employer must verify that its subcontractor complies and continues to comply with the agreements of section 10.5.3.
- If the employer's subcontractor is a company that does not carry out the construction and infrastructure activities using its own employees and/or its own organisation, the employer exercises the duty to verify on the next lower link in the outsourcing chain where the staff performing the construction and infrastructure activities are employed.

### 10.5.5 Duty to verify in the case of a construction consortium

- If the employer is involved in or is a part of a construction consortium while this construction consortium is not an employer within the meaning of this collective agreement, the employer must verify that the subcontractor of this construction consortium has complied and continues to comply with the agreements of section 10.5.3.
- If the construction consortium's subcontractor is a company that does not carry out the construction and infrastructure activities using its own employees and/or its own organisation, The employer involved in or forming a part of the construction consortium exercises the duty to verify on the next lower link in the outsourcing chain where the staff performing the construction and infrastructure activities are employed.

### 10.5.6 Employer liability

- The statutory regulations on liability for wages due (Sections 7:616a et seq. of the Dutch Civil Code) apply in full. The provisions of section 10.5 apply in addition to the law. To the extent that section 10.5 deviates therefrom in a way prejudicing the employees, the statutory regulation takes precedence.
- If the employee of a subcontractor suffers damage because that subcontractor does not comply with the collective agreement provisions applicable to it, the employer is liable for this damage. This applies only if it is a subcontractor under the employer's supervision, as referred to in sections 10.5.4 and 10.5.5. The employer is entitled to recover these costs from the subcontractor.

### 10.5.7 Liability indemnity

- If requested by the parties to the collective agreement, the employer will provide insight into how it has carried out its duty to verify.

- If the employer complied with the duty to verify referred to in sections 10.5.4 or 10.5.5 in the manner prescribed by the parties to the CA, they are indemnified from the liability referred to in section 10.5.6(2). This indemnity applies only to those collective agreement provisions that demonstrably have been taken into account when performing the duty to verify in the prescribed manner.
- Exception: this indemnity 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 applicable to it.

## 10.6 Hiring agency and payroll workers

### 10.6.1 Agreements with the temporary employment sector

- The joint agreements on the terms of employment of agency workers in the construction & infrastructure sector are set out in this collective labour agreement, the ABU Collective Agreement for Agency Workers and the NBBU Collective Agreement for Agency Workers.
- All parties to the collective agreement monitor compliance.

### 10.6.2 Only certified temporary employment agencies

- The may employer only hire agency workers from certified temporary employment agencies in the Labour Standards Register. Refer to [www.normeringarbeid.nl](http://www.normeringarbeid.nl)
- This obligation does not apply to:
  - (collegiate) hiring and supply by construction and infrastructure companies or joint training centres;
  - temporary employment agencies that are part of construction and infrastructure companies or joint training centres.

### 10.6.3 Duty to verify in the case of agency work

- The hiring employer must at all times ascertain that the temporary employment agency complies with the following provisions of the Construction & Infrastructure collective agreement with regard to the individual employment contracts of the agency workers it hires.
  - If the temporary employment agency in questions must apply the entire Construction & Infrastructure collective agreement pursuant to section 10.2.4, the hiring employer must verify that this happens.
  - If it concern another temporary employment agency, the hiring employer verifies compliance with the provisions of Annexe 7.
  - If the agency worker has concluded an employment contract under foreign law, the hiring employer must verify that the service provider, the employer of this agency worker, complies with the provisions of Annexe 6 or Annexe 7 of this collective agreement in conformity with the provisions of section 10.4.1.
- The hiring employer in the hiring contract with the temporary employment agency stipulates that the temporary employment agency complies with these collective agreement provisions.
- The hiring employer provides the temporary employment agency with information on the applicable collective agreement provisions. It must do so in writing or electronically and prior to hiring the worker.
- The hiring employer verifies that:
  - the agency worker has a confirmation of temporary employment, and
  - that this states the remuneration to which the agency worker is entitled.



“Confirmation of temporary employment” means the written confirmation as referred to in Section 16(7) of the 2021-2023 ABU and NBBU Collective Agreement for Agency Workers.

- In the case of subcontracting as referred to in section 10.5, this section 10.5 applies in addition to sections 10.6.2 and 10.6.3.
- If the hirer is a construction consortium while this construction consortium is not an employer within the meaning of this collective agreement, the obligations referred to in section 10.6.2 and 10.6.3 apply to the employer that is involved in or part of this construction consortium.

#### 10.6.4 Duty to verify in the case of payrolling

- The hiring employer must at all times ascertain that the employer of the payroll workers complies with the following provisions of the Construction & Infrastructure collective agreement with regard to the individual employment contracts of the payroll workers it hires.
- The hiring employer in the hiring contract with the employer of the payroll workers stipulates that the latter employer complies with these collective agreement provisions.
- The hiring employer provides the employer of the payroll workers with information on the applicable collective agreement provisions. It must do so in writing or electronically and prior to hiring the worker.
- In the case of subcontracting as referred to in section 10.5, this section 10.5 applies in addition to section 10.6.4.
- If the hirer is a construction consortium while this construction consortium is not an employer within the meaning of this collective agreement, the obligations referred to in section 10.6.4 apply to the employer that is involved in or part of this construction consortium.

## 10.7 Voluntary application of the collective agreement

### 10.7.1 Working abroad temporarily

- If the construction site employee temporarily performs work abroad, the employer may choose to continue to apply the collective agreement.
- The employee is temporarily working abroad as long as Dutch social insurance legislation applies to them.
- Exceptions: refer to sections 10.2.6 and 10.2.7.

### 10.7.2 Voluntary affiliation

- If a company to which the collective agreement does not apply wants to apply it, that company can request to conclude an agreement with the parties to the CA.
- This request must be addressed to the Construction & Infrastructure Technical Centre.

## 10.8 Scope of application investigation

### 10.8.1 Process

- A scope of application investigation is an investigation into whether the activities that a company performs or will perform fall within the scope of this collective labour agreement, Construction & Infrastructure Unworkable Weather CA, the BTER Construction &

Infrastructure collective agreement, and the order for compulsory affiliation with bpfBOUW.

- The scope regulations set out the rules for scope of application investigations. These regulations are part of the BTER Construction & Infrastructure collective agreement.

## 10.9 Deviating from the collective agreement

### 10.9.1 Only when a works council exists

- The following sections in this collective agreement state that the employer can agree on a different arrangement 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).
- Section 10.9.2 applies in addition to the Works Councils Act in those cases.

### 10.9.2 Additional conditions

- The employer must have agreed a different arrangement with the works council. Until this is done, the collective agreement will apply.
- The works council may have itself assisted by representatives of the employers' and employees' organisations that entered into this collective agreement.
- If decision to make a different arrangement is proposed, the works council consults with the affected employees on this decision and its consequences. This is done at an early stage and in such a way that employee support can be tested.
- On balance, the deviating arrangement must be at least equivalent to the arrangement under the collective agreement. This does not apply to a different arrangement for the passenger lift. Refer to section 7.3.5.
- The deviating arrangement will remain in place until no later than the end of the term of this collective agreement. No tacit renewal is allowed.

## 10.10 Dispensation

### 10.10.1 Process

- A dispensation request is a request for dispensation from the obligation to apply one or more provisions of this collective labour agreement, the Construction & Infrastructure Unworkable Weather CA and/or the BTER Construction & Infrastructure collective agreement.
- The applicable rules for this can be found in the dispensation regulations. Refer to Annexe 9.

## 10.11 Compliance investigation

### 10.11.1 Process

- A compliance investigation is an investigation into whether an employer complies with the provisions of this collective agreement, the Construction & Infrastructure Unworkable Weather CA and the BTER Construction & Infrastructure collective agreement.
- The employer is obliged to cooperate with a written compliance investigation. The burden of proof to show compliance with the collective agreement rests with the employer.
- If the employer fails to comply with the collective agreement, it must pay compensation. Refer to the compliance regulations.

- The compliance regulations set out the rules for compliance investigations. The employer is obliged to comply with the provisions of these regulations. It is part of the BTER Construction & Infrastructure collective agreement.

## 10.12 Disputes

### 10.12.1 Process

- A dispute is a difference of opinion between an employer and an employee on the application of one or more provisions of this collective agreement, the Construction & Infrastructure Unworkable Weather CA and/or BTER Construction & Infrastructure collective agreement.
- The rules governing disputes are set out in the disputes regulations. Refer to Annexe 10.

## 10.13 Features of this collective agreement

### 10.13.1 Duration, extension, termination, and renewal

- This collective agreement is valid from 1 January 2023 to 31 December 2023.
- The collective agreement is each year deemed to be renewed for one year, unless one or more parties to the collective agreement have terminated it.
- The following rules apply to termination of the collective agreement:
  - it must take place at least three months prior to the end date,
  - by registered letter to all parties to the collective agreement.
- If a party to the collective agreement has submitted proposals to amend or renew the collective agreement, the parties to the collective agreement will start negotiations on these proposals as soon as possible.

### 10.13.2 Minimum collective agreement

- This collective agreement is a minimum collective agreement. This means that the company may deviate from the collective agreement if such deviations are more favourable to the employees.

### 10.13.3 Transitional provisions

- More favourable entitlements based on previous collective agreements will end once this collective agreement takes effect.
- If these more favourable entitlements are based on individual agreements, the employee will remain entitled to those more favourable entitlements. This does not apply if these more favourable entitlements are based on:
  - an employment contract stating that the collective agreement applies in full or in part;
  - previous orders declaring collective agreements binding.
- If the company maintains its own working conditions arrangements, the employer may adjust them to the extent the employee's legal status does not, on balance, deteriorate.

### 10.13.4 Terminology and principles

- Employer/employee.  
The masculine form of these terms is being used in this collective agreement. However, they can refer to both men and women.
- Sums of money.

All amounts listed in this collective agreement are gross amounts unless it is expressly stated that the amount is net.

- Full-time and part-time.  
This collective agreement assumes that employees have a normal number of working hours (full-time employees). For employees working part-time, the provisions of this collective agreement apply in full. This does not apply to collective agreement provisions that explicitly deviate from this principle.
- Performance-enhancing system and pay over days not worked.  
If a construction site employee works under a performance-enhancing system while the employer is obliged to pay them the agreed fixed wage for a day not worked, the average performance allowance for the days worked in that pay period is included in the agreed fixed wage per day not worked. If the employee did not work for the entire payment period, the average performance allowance over the previous payment period applies as the benchmark.

## 10.14 BTER Construction & Infrastructure collective agreement

### 10.14.1 Construction & Infrastructure Training and Development Fund and Supplementary Fund

- A BTER Construction & Infrastructure collective agreement exists. The BTER Construction & Infrastructure collective agreement is an extension of the Construction & Infrastructure CA.
- That collective agreement contains rules for implementing the schemes of the Construction & Infrastructure Training and Development Fund and the Construction & Infrastructure Supplementary Fund.

## 10.15 Obligations of the parties to the collective agreement

### 10.15.1 Compliance with the collective agreement

- The parties to the collective agreement commit to:
  - cooperating fully in complying with this collective agreement;
  - accepting full liability for all acts in implementation of decisions taken by them that violate the provisions of this collective agreement;
  - taking the necessary measures vis-à-vis their members to promote compliance with this collective agreement.
- Each party to the collective agreement accepts liability for all acts of its own members which violate the provisions of this collective agreement; this does not apply insofar as those acts are in conflict with decisions or measures taken by that party to the collective agreement.

### 10.15.2 Employees' organisations

- As long as the provisions of this collective agreement are in force, the employees' organisations will not engage in actions or strikes with the aim of changing the collective agreement:
  - at a member of the employers' organisations;
  - at a subcontractor, insofar it performs construction and infrastructure activities for a member of the employers' organisations.
- The employees' organisations do not support employers and employees taking such actions or strikes.

- Actions or strikes at a member of the employers' organisations or a subcontractor are allowed if:
  - a subcontractor does not comply with the collective agreement, and
  - the main contractor fails to demand compliance with the collective agreement from the subcontractor or to immediately terminate the subcontract.
- If actions or strikes are not excluded and such actions or strikes exclusively concern the industry or company, efforts will first be made to find a solution by way of consultations between the parties to the collective agreement.

#### 10.15.3 Employers' organisations

- The employers' organisations for the duration of the collective agreement commit to:
  - not excluding members of the employees' organisations;
  - not supporting their members that exclude such members.

## 10.16 Working arrangements between the parties to the collective agreement

### 10.16.1 STA investigations

- The parties to the collective agreement will commission independent and representative investigations into the position of STA employees in terms of working conditions and working hours. The investigation is to focus on the actual practice within companies and the experiences and wishes of STA employees with respect to working hours, overtime, and travel hours (for STA employees (also) working on construction sites). The aim is to keep these employees healthy and fit and to form an attractive sector.
- The investigation must have been completed within six months. It must start no later than early 2023. Upon submission of the investigation report, the parties to the collective agreement will engage in serious discussions on the position of the STA workers and any bottlenecks identified within a three-month period. This deadline may only be extended if all parties to the collective agreement agree thereto.

## Annexes

- Annexe 1 Job classification
- Annexe 2 Employment contract: basic scheme sample
- Annexe 3 Working and rest times: additional rules
- Annexe 4 Time Savings Fund
- Annexe 5 Internship schemes
- Annexe 6 Employment contract under foreign law
- Annexe 7 Agency work
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## **Annexe 1. Job classification**

[Annexe 1.1 Construction site employees: job list](#)

[Annexe 1.2 Construction site employees - scaffolding work: job list](#)

[Annexe 1.3 STA employees: job structure](#)

## Annexe 1.1 Construction site employees: job list

The classification of jobs into groups A through E is based on the job requirements in terms of training, experience, health and safety, demanding physical working conditions, leadership, and the extent to which independent decision-making is required. When entering into an employment contract, the employer and the employee should jointly ascertain the nature of the work to be performed. On the basis of this analysis, the employee is assigned to the appropriate job, and the corresponding job group is determined. When an employee works a job not included in the job list, the parties to the CA may be asked to rule on the job classification of this employee. Refer to section 1.2.1 of the collective agreement.

The Roman numeral I, II or III listed after the job name refers to the level of the job in the relevant job family. A job family includes jobs from the same field.

The \* sign listed after the job name means that a pre-employment medical examination, as referred to in section 1.1 of the collective agreement, is mandatory for the job in question.

The job list was created in 1981.

### GROUP A

#### 1. Pipe asphalter\*

Applying cladding material to pipe joints and fittings as well as repairing damage to existing cladding in accordance with applicable regulations.

#### 2. Assistant explosives engineer\*

Performing all types of explosives work under the responsibility and supervision of the explosives engineer. The employee holding this job must be at least 18 years old and have sufficient knowledge of the dangers associated with working with explosives and detonators.

#### 3. Bargeman\*

Performing all kinds of activities related to sailing on and anchoring towed barges and deck barges.

#### 4. Operator of a portal or gantry crane\*

Operating a simple portal or gantry crane by means of buttons on a control panel.

#### 5. Construction helper\*

Performing simple work in the civil, utility, ground, water, rail, and road construction sectors, requiring no special knowledge.

Explanation to the job of Construction helper

The following jobs, which were included separately in the job list in previous collective agreements, have been brought together under the name Construction helper:

Cutter	Klipsenman
Taper	Pile cropper
Taper asphalt worker	Laboratory clerk
Dredger	Winch operator
General service clerk	Machine assistant
Concrete finisher II	Machine worker



Concrete driller/sawyer	Warehouse clerk II
Concrete worker-hodman	Mill assistant
Construction assistant	Oil-cement sprayer
Construction porter	Oiler
Cleaner	Cleaning staff
Element stacker	Pallet conveyor
Element worker	Disc sander
Ground worker	Porter
Digger-dump worker	Docker
Assistant	Narrow-gauge tracklayer
Helper	Specialist battener
Auxiliary worker	Specialist floorer
Concrete mixer auxiliary worker	Railway worker
Assistant pile driver	Stone chipper
Assistant cable worker	Aluminium fronter
Assistant mixer driver	Boilerman II
Assistant systems engineer	Transport worker
Assistant locker	Transport worker
Assistant sewer and drainage worker	Jointer
Assistant blaster	Road construction helper
Assistant braider	Steel bender
Assistant steel bender	Vertical drainage worker

### **6. Pipeline fitter III\***

Performing work related to laying, connecting, and repairing underground pipelines under the direction of the pipeline fitter I.

### **7. Pile driver II\***

Assisting in setting up, moving, operating, lowering, and transporting the rig as well as assisting in performing various activities at and under the piling rig.

### **8. Cable worker\***

Performing all kinds of work associated with laying and sealing cables or installing overhead cables.

### **9. Piling or foundation rig apprentice\***

Assisting in operations of the operator of a piling or foundation rig, such as a screw and bore piling rig, grout anchor machine, etc.

### **10. Warehouse clerk\***

Managing a simple warehouse at an object or assisting the warehouse manager with storing and issuing warehouse items, making simple repairs to tools.

### **11. Wellpointing installations mechanic III\***

Installing wellpointing installations under the direction of the wellpointing installations mechanic I and removing the wellpointing installations again after use and carrying out additional work necessary in this context.

### **12. Sounding assistant II\***

Assisting in setting up and operating equipment to carry out technical soil testing.

**13. Forklift driver\***

Operating a forklift truck and performing daily maintenance on it.

**14. Road marker III\***

Performing simple auxiliary work, requiring no special knowledge, in the context of the application of all common markings.

**GROUP B****15. Asphalt finisher\***

Performing all kinds of activities concerning the unloading, spreading, and profiling of asphalt mortar in the construction of pavements for roads, embankments, and dykes and their proper finishing. This requires a minimum of three years' experience.

**16. Assistant bench fitter welder\***

Performing welding and/or bench fitting and/or forging work as well as assisting in construction work.

**17. Operator of a concrete mixer**

Mixing raw materials for various concrete compositions in the right proportions using an easily transportable concrete mixer and performing daily maintenance on it.

**18. Concrete driller III\***

Supervised performance of simple concrete drilling and trenching work using standard drilling lengths.

**19. Concrete worker II\***

Performing all kinds of work in the context of the manufacture of concrete elements, finishing concrete structures, including the application of wear layers, as well as carrying out technically non-complex repairs to these structures and elements.

**20. Drilling assistant\***

Assisting in operating drilling rigs to carry out soil drilling and pumping wells or operating drilling rigs to carry out technically non-complex soil drilling and pumping wells.

**21. Pipeline fitter II\***

Performing work related to the fitting and connecting of main and service pipes as well as performing repairs to pressurised and non-pressurised pipes, with the exception of autogenous and electrical welding.

**22. Pipe setter\***

Setting pipes at the correct height, spacing, and direction.

**23. Driver III\***

In possession of a valid legal driving licence. Transporting goods and equipment with a car or lorry whose unladen weight plus payload does not exceed 7500 kg. Participating in loading and unloading and responsible for proper loading. Fixes minor defects and performs daily maintenance on this vehicle in accordance with the operating instructions.

**24. Roofer II\***

Performing most common roofing work independently and according to instructions, regardless of the type of covering.

**25. Pile driller/foundation worker II\***

Carrying out, under supervision and in accordance with instructions, work involving the drilling and filling of piles and foundation techniques other than pile driving. This includes work related to diaphragm walls, grout anchors, grout anchor piles, compaction, and screw and drill piles, etc.

**26. Front cladding welder (aluminium fronts)\***

Performing all activities related to the sizing and alignment of all aluminium work in fronts and the like.

**27. Road construction digger\***

Performing all kinds of earthworks, as well as finishing shoulders, embankments, and earth tracks, requiring a minimum of two years' experience in the road construction sector.

**28. Pile driver I\***

Performing maintenance and inspection of components in the top of the piling rig. Setting up the scaffold complete with pile or vibrating block, placing the pile pipe, pile, or sheet piling in the right place. For piles driven into the ground, filling the pile tube with concrete mortar, hanging the reinforcement, and preparing the pile tube for pulling.

**29. (PUR) Insulator\***

Independently performing insulation work on existing buildings by mechanically inserting fillers into cavity walls. Maintaining the equipment and tools required for this work.

**30. Cable welder II\***

Making various cable connections and waterproofing them.

**31. Sealer\***

In-work application of proper sealants and primers on various substrates.

**32. Frame fitter\***

Installation, alignment, fastening, and sealing of frames in front elements.

**33. Crane driver\***

Independent performance of work related to operating a simple construction crane, which does not require proof of expertise or special professional knowledge, as well as performing maintenance work.

**34. Construction site mechanised woodworker\***

Performing simple woodworking on the construction site.

**35. Machinist of easy-to-operate equipment\***

Performing all kinds of activities related to the operation and daily maintenance of power-driven and/or propelled easy-to-operate equipment, which does not require special professional training, such as easy-to-operate excavators, hand vibrating rollers, narrow-gauge locomotives and so on.

**36. Boiler room machinist\***

Operating and maintaining operational readiness of the factory boiler room and carrying out simple repairs.

**37. Compaction machinist\***

Operating and maintaining the compaction rig and associated mobile lifting equipment.

**38. Mould installer\***

Assembling and disassembling moulds and all associated work.

**39. Motor vessel sailor\***

Assisting in the operation of tugs or other motor-powered vessels, insofar as such vessels have a water displacement of more than 25 tonnes; lubricating engines, winches and pumps and carrying out maintenance work on said vessels both on deck and in the engine room in accordance with the operating instructions.

**40. Mechanical tamper\***

Tamping filled trenches to the correct height using a mechanical tamper, as well as independently performing daily maintenance and minor repairs to the tamper.

**41. Mason II\***

Performing simple brickwork facing work as directed by a specialist. Independently performing backup masonry, pointing and raking work.

**42. Mixer driver\***

Performing all activities associated with the installation and operation of a concrete mixer as well as daily maintenance.

**43. Wellpointing installations mechanic II\***

Independent installation, based on drawings or otherwise, of technically uncomplicated wellpointing systems.

**44. Hodman\***

Performing all activities associated with the mixing of raw materials to obtain masonry mortar in the correct proportions using an easily transportable and operable masonry mortar mixer and carrying out its daily maintenance. Supply of masonry mortar and bricks for the purpose of masonry work on site. Providing odd jobs on the construction site if required.

**45. Paving hodman\***

Performing all kinds of work related to paving work, such as earthwork and supplying stones, blocks, and kerbstones.

**46. Hodman-scaffolder\***

Making normal scaffolding, making mortar, and supplying materials to the masons.

**47. Painter II\***

Performing simple painting work and assisting in the performance of less simple painting work or de-rusting (chipping and grit-blasting), blending, priming, and repainting of structures, tools and equipment.

**48. Breaker II\***

Performing all common demolition work and assisting in the maintenance of machinery and tools under the supervision of a breaker I..

**49. Sounding assistant I\***

Independently making technically non-complex soundings and test borings, as well as assisting with complicated soundings and test borings.

**50. Tensioner\***

Performing all kinds of work related to pre- and post-tensioning of cables for concrete structures.

**51. Track-point layer II\***

Laying, constructing, demolishing, and maintaining standard tracks and points under supervision.

**52. Explosives engineer II\***

Preparing and using explosives to carry out demolition work on structures or parts of structures as well as taking care of the supply, storage, use, and disposal of materials and equipment suitable for these explosive works, all such in compliance with the relevant legal requirements. To hold this position, the employee must be at least 21 years old and hold the basic explosives engineering diploma recognised by the Labour Inspectorate.

**53. Setter II\***

Performing all kinds of work related to the supply, setting, and assembly of elements on the construction site and assisting the setter I.

**54. Paviour II\***

Performing all common simple paving work.

**55. Tiler III\***

Supervised performance of simple work involved in the tiling process.

**56. Carpenter II\***

Making and setting the most common formworks and carrying out technically uncomplicated setting and carpentry work using drawings and following the instructions of a specialist.

**57. Transport worker\***

Performing all kinds of work related to the loading, unloading, storage, and transport of elements and materials and their arrangement.

**58. Jointer\***

Performing all common jointing work and associated work using hand tools or mechanical aids.

**59. Road marker II\***

Applying road markings such as lines and figurations under the direction of a road marker I using mechanical aids. Assisting in all necessary work, such as laying out markings, erecting and maintaining road barriers, applying road studs and pre-formed adhesive stripes, dusting road markings with beads and/or chalk.

**60. Steel bender II\***

Performing bending and steel braiding work and assisting in putting the barring into the work.

## **GROUP C**

### **61. Concrete driller II\***

Independently performing work associated with concrete drilling, with unlimited drilling lengths, as well as cutting into floors and installing anchors with standard settlement depths.

### **62. Concrete worker I\***

Independently performing all work related to the drilling, sawing, injection, or repair of concrete, as well as the operation and maintenance of the machines and tools required for these activities.

### **63. Concrete sprayer\***

Independent handling of a high-pressure washer, jet hose, and similar high-pressure system tools.

### **64. Foreman driller II\***

Using drilling rigs to independently make soil borings and finishing them into pumping wells in conjunction with the drilled strata.

### **65. Driver II\***

In possession of legal driving licence with a valid code 95, unless dispensation has been granted. Has a minimum of 2 years' experience. Performs normal transport operations using all types of lorries (including lorry combinations and the like). Participates in loading, unloading and is responsible for the load. Fixes minor defects and performs daily maintenance on the lorry in accordance with the operating instructions.

### **66. Roofer I\***

Independently performing all work associated with roofing and giving instructions to roofer II as necessary.

### **67. Electrician II\***

Assisting in or supervising work for the construction, maintenance, and repair of electrical conductors, as well as solving easily locatable malfunctions in electrical equipment.

### **68. Cable welder I\***

Independently performing all work related to making cable connections, such as the assembly and conversion of connections for high and low voltage, telephone and central antenna installations. This requires special professional competence based on training and/or experience.

### **69. Pipe welder\***

Performing all kinds of welding work on pipelines, both above and below ground.

### **70. Mechanised metalworker II\***

Manufacturing machine parts on instructions, if necessary according to drawings, using metalworking machines (such as lathe, milling machine, strong-arm planer, radial drill) and so on.

### **71. Machine mechanic II\***

Fixing easily locatable defects in machinery and/or vehicles in use in the construction company and assisting with and supervising repair and overhaul work on them.

### **72. Small piling or foundation rig machinist\***

Performing all kinds of work related to the daily operation and maintenance of small piling rigs not using a ram, the capacity of which does not exceed 35 kNm (3.50 ton-metres), or performing

all kinds of work related to the daily operation and maintenance of small foundation installations, such as screw and bore pile rigs, grout anchor machines, etc.

**73. Chain trench digger operator\***

Digging trenches for cables and pipes at the right depth and in the right direction, as well as independently performing daily maintenance and minor repairs to the trench digger.

**74. Scaffolder II\***

Independently constructing technically non-complex scaffolding on the basis of drawings or according to instructions, such with due observance of the applicable safety regulations and company instructions, as well as building up all types of scaffolding and support constructions at any height under supervision (refer to Annexe 1.2).

**75. Pile driller/foundation worker I\***

Performing all kinds of work related to the drilling and filling of piles and foundation engineering.

**76. Fender worker\***

Constructing, finishing, and repairing fenders.

**77. Revetter\***

Performing all kinds of work related to the manufacture of revetments and fascine mattresses.

**78. Breaker I\***

Performing all kinds of demolition work, including sawing, drilling, and burning and maintaining the machinery and tools required for this work.

**79. Soil investigator II\***

Independently making soundings and test borings and recording the data collected.

**80. Track-point layer I\***

Independently laying, renewing, breaking up, maintaining and repairing tracks and points.

**81. Setter I\***

Setting and assembling elements on site, ensuring correct dimensions and giving instructions to assistants.

**82. Pour foreman\***

Participating in all work relating to pouring materials and supervising the workers assisting them, as well as reading the height of the poured materials using a levelling device.

**83. Tiler II\***

Independently performing all work involved in tiling.

**84. Civil engineering specialist\***

Carrying out more complex activities in the earthwork, hydraulic engineering, railway and road construction sector, such as: setting out the direction and height, using drawings or instructions, of sewers, pavements and earthworks; digging in, finishing, and covering slopes; laying sewage pipes and installing culverts; independently repairing roads; bringing trench bottoms to the correct depth and slope; sealing trenches; installing steel formwork rails; trimming trees; operating auxiliary equipment and carrying out minor repairs to it.

### **85. Road marker I\***

Independently plotting - from drawings where necessary - and applying road markings such as lines and figurations using mechanical aids. Taking all necessary traffic measures. Performing maintenance work and fixing minor defects of mechanical tools. Supervising employees involved in the work and maintaining work records (production recordings and the like).

## **GROUP D**

### **86. All-round pipe welder\***

Independently performing all high-specification welding work on high-pressure pipelines both above and below ground.

### **87. Screed worker\***

Operating the heated screed of an asphalt finishing machine when spreading, profiling, and finishing asphalt. Replacing the large equipment machinist when appropriate. This job requires special professional competence based on training and/or experience.

### **88. Bench fitter/welder\***

Independently performing - from drawings where necessary - all kinds of welding and/or bench fitting and/or construction work.

### **89. Specialist concrete driller I\***

Independently performing work associated with concrete drilling, with unlimited drilling lengths and diameters, as well as cutting into floors and walls and installing anchors with standard settlement depths.

### **90. Foreman driller I\***

Using drilling rigs to independently make soil borings, using several common drilling systems with or without the application of drilling fluids, and finishing them in conjunction with the drilled strata into pumping wells.

### **91. Pile foreman driller\***

Performing all kinds of work according to drawings and/or instructions, such as constructing and applying the anchorage and load, setting up and operating the jack(s), pumping out the pile sleeve, striking the concrete base, and filling the pile with concrete mortar.

### **92. Pipeline fitter I\***

Independently performing all kinds of work related to laying, connecting, and repairing pipelines (excluding welding), while also supervising other employees involved in this work and performing the associated administrative duties.

### **93. Driver I\***

In possession of legal driving licence with a valid code 95, unless dispensation has been granted. Has at least 5 years of experience corresponding to the position of driver. Performs special transports such as of large equipment/material, of contaminated soil and other cargo, as well as normal transports as necessary, using all types of lorries (including lorry combinations and the like). Participates in loading and unloading and is responsible for the load. Fixes minor defects and performs daily maintenance on the lorry in accordance with the operating instructions.



**94. Roof plumber\***

Independently performing all kinds of plumbing work associated with roofing, including installation of zinc roofs and gutters and rainwater drains.

**95. Electrician I\***

In possession of the power current diploma awarded by VEV. Independently installing, maintaining, and repairing electrical installations and equipment on the basis of diagrams and/or drawings.

**96. Tower crane operator\***

Independently performing work related to operating a construction crane, as well as detecting and fixing defects, performing maintenance work and simple repairs, all in accordance with company instructions. Must possess the statutorily required proof of competence.

**97. Mechanised metalworker I\***

Independently manufacturing machine parts or structures, also according to drawings, using the usual metalworking machines. If necessary, overhauling/repairing machinery or repairing structures.

**98. Machine mechanic I\***

Detecting and fixing all kinds of malfunctions in machinery and/or vehicles in use in the construction company as well as performing repair and overhaul works on them. Directing the work of the machine mechanic II as appropriate.

**99. Civil engineering machinery machinist\***

Independently performing all kinds of work related to the operation and daily maintenance of road, earth-moving, excavation, and railway construction machinery requiring special professional skills on the basis of training and/or experience. It also includes performing demolition and/or clearance work using these machines.

**100. Mobile piling or foundation rig machinist\***

Independently performing all kinds of work related to the operation and maintenance of piling rigs, not using a ram, or foundation rig (such as screw pile and bored pile rigs, etc.) requiring special professional skills on the basis of training and/or experience.

NB. When the employee also functions as a pile-driving gang foreman, their remuneration is in accordance with that of the pile-driving gang foreman

**101. Mobile crane operator\***

Independently performing all work related to operating and maintaining a mobile crane. This requires special professional competence based on training and/or experience. Locating defects and carrying out minor repairs to the machine itself, the engine, and the hydraulic pneumatic and electrical systems in accordance with operating instructions. Being able to assess the correct and safe positioning of the crane in all situations. Driving the crane on public roads.

**102. Mixer\***

Independently performing all technical and supervisory work related to operating a concrete plant or asphalt plant mixer.

**103. Mason I\***

Independently performing and repairing all types of masonry, jointing, and simple raking; laying or repairing sewers as well as repairing or renewing tiled floors, walls or tiled roofs.

**104. Model maker/mould maker\***

On the basis of drawings, independently performing all kinds of activities associated with the construction, renovation, maintenance, and repair, of moulds and/or frames for the production of elements for industrial construction in factories. In doing so, the employee concerned is responsible for exact sizing.

**105. Wellpointing installations mechanic I\***

Independently installing and drilling all forms of wellpointing operations, as well as managing other employees involved in this work and performing administrative duties.

**106. Scaffolder I\***

Independently building all types of scaffolding and support constructions on the basis of drawings or according to instructions, such with due observance of the applicable safety regulations and company instructions, as well as supervising up to 3 scaffolders II (refer to Annexe 1.2).

**107. Furnace builder\***

Building or repairing industrial and other furnaces, as well as finishing the masonry of industrial chimneys and boiler appurtenances.

**108. Painter I\***

Performing all kinds of painting, decorative painting, and typesetting works, which may involve the use of mechanical tools.

**109. Skipper\***

Operating a motor-powered vessel or tug with water displacement of more than 25 tonnes. Monitoring and maintaining proper loads and having knowledge of sailing regulations.

**110. Soil investigator I\***

Independently performing technical soil investigations using all common equipment, as well as surveying and levelling sounding and drilling sites.

**111. Explosives engineer I\***

Independently preparing and carrying out demolition work using explosives on structures. Taking care of the supply, storage, use, and disposal of materials and equipment required for this purpose. Must be aware of and comply with the legal requirements applicable in this context. This position requires possession of the explosives engineer diploma with the 'Buildings and tall structures' and 'underwater' endorsements and a minimum age of 21 years.

**112. Brick piler\***

Performing all common brick piling work according to regulations.

**113. Paviour I\***

Independently performing all kinds of paving work. This job requires special professional competence based on training and/or experience.

**114. Tiler I\***

Independently performing all specialised work involved in tiling.

**115. Carpenter I\***

Using drawings, independently making and setting all common formworks and independently performing all kinds of setting and carpentry tasks in the new construction, renovation, and maintenance sectors.

**116. Workshop carpenter\***

Working independently in a carpentry workshop on the basis of drawings, carrying out all kinds of work with or without machines.

**117. Steel bender I\***

Independently performing all kinds of bending, cutting and braiding work using drawings, taking measurements and preparing bending statements.

**GROUP E****118. Foundation specialist**

Employee in charge of the day-to-day management of work on all types of foundations other than piling, be it on a small object or part of a large object. Responsible for the correct execution 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 appropriate for the techniques to be applied. Keeps work records and maintains working contacts with clients and company management.

**119. Pile-driving gang foreman\***

Participates and leads a gang in charge of piling or installing piles formed in the ground. Setting up and moving, lowering, and transporting the rig. This work can be carried out using a piling rig with a vibrator, mechanical piling rig (with pulling hammer or mechanical tensile block) or floating piling rig with a capacity above 500 k p/m.

**120. Deep drilling chief driller\***

Using drilling rigs to independently make soil borings to great depths, using the usual drilling systems, and finishing the drilled strata to the pumping well. This job requires special professional competence based on training and/or experience.

**121. Specialist machine mechanic\***

Independently detecting and fixing all kinds of malfunctions in machinery and/or vehicles in use in the construction company as well as independently performing repair and overhaul works on them. Possibly supervising or directing the work of machine mechanics I and/or machine mechanics II. For this job, possession of the 'civil engineering machine mechanic' diploma is required.

**122. Machinist with diploma\***

The machinists listed in job group D under job numbers 96, 99, 100, and 101 holding the SBW (Stichting Beroepsopleidingen Weg- en waterbouw) machinist diploma or the Bouwradius diploma or the Secondary Technical Machinist School (SOMA) diploma, respectively.

## **Annexe 1.2 Construction site employees - scaffolding work: job list**

The below job descriptions for employees working in scaffolding construction were created in 2000.

A pre-employment medical examination must be performed for all jobs marked with an \*. Refer to section 1.1 of this collective agreement.

### **GROUP A**

#### **1. Auxiliary scaffolder\***

Performing simple (transport) work to support the construction of scaffolding. No special knowledge is required for this job.

### **GROUP B**

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

Constructing normal scaffolding. To hold this position, it is desirable for the employee to hold the Scaffolding work A Certificate.

### **GROUP C**

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

Independently constructing technically non-complex scaffolding on the basis of drawings or according to instructions, such with due observance of the applicable safety regulations and company instructions, as well as building up all types of scaffolding and support constructions at any height under supervision. To hold this position, the employee must have at least 1 year of experience. Auxiliary scaffolder, hodman-scaffolders, and scaffolders II are responsible for and authorised to:

- working safely, using the applicable personal protective equipment, and being environmentally aware;
- working according to procedures and instructions;
- reporting deficiencies, hazards (unsafe situations), near misses and accidents to the immediate supervisor;
- actively participating in improvements in all areas;
- cooperating in proper consultations.

### **GROUP D**

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

Independently building all types of scaffolding and support constructions on the basis of drawings or according to instructions, such with due observance of the applicable safety regulations and company instructions, as well as supervising up to three scaffolders II. Such supervision should be structural in nature. To hold this position, the employee must hold the Scaffolding work B Certificate. The scaffolder I, acting in close cooperation with the foreman, is responsible for and authorised to:

- receiving oral and written instructions from the foreman;
- discussing the work with the company's own and hired employees made available, including the safety aspects involved;
- providing the necessary materials and work instructions;

- reporting deviations and deficiencies to the foreman and implementing appropriate corrective actions, including, where appropriate, informing the safety officer;
- taking preventive measures, in consultation with the foreman, to avoid deviations or shortcomings in the future;
- performing, in consultation with the foreman, reception and final checks and recording the results;
- performing final inspections, recording the results and having the customer sign off;
- reporting customer complaints to the foreman, as well as ensuring prompt correction of any deficiencies;
- keeping time and scaffolding recordings;
- actively participating in the performance of work consultations;
- providing the necessary personal protective equipment.

## **GROUP E**

### **5. Foreman**

The foreman is responsible for and authorised to support the project leader at the assigned work sites in all necessary matters. If no project manager is appointed, they perform the tasks independently. They report to the project leader or directly to the operations manager. The employee must have gained 10 years of work experience before being allowed to take up the position of foreman. The foreman, either in consultation with the project manager or independently, is responsible for and authorised to:

- receiving schedules and verbal instructions from project principals of the assigned scaffolding work and checking them for completeness and unambiguity;
- making sure that the company's own and hired employees made available have received adequate training for their duties, including the safety aspects involved;
- providing appropriate work instructions at the workplace;
- recording deviations and deficiencies and implementing appropriate corrective actions, including, where appropriate, informing the safety officer;
- taking preventive measures to avoid deviations and deficiencies in the future;
- performing reception and final checks and recording the results;
- delivering the scaffolding work to the customer after carrying out final inspections, recording the results and having the customer sign off;
- recording customer complaints, as well as ensuring prompt correction of any deficiencies;
- conduct work consultations in accordance with the set requirements and frequency;
- keeping the order administration at the work site;
- keeping time and scaffolding recordings;
- providing the necessary personal protective equipment.

## Annexe 1.3 STA employees: job structure

### Instructions for use

Step 1: Find out which are the main activities that occur regularly in the job.

Step 2: For the job to be classified, select the corresponding ladder.

Step 3: Read this ladder all the way through.

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

Step 5: Establish that the characteristics at the higher step are clearly higher and those at the lower step are clearly lower than the level of the job in question.

- NB 1: If steps 4 and 5 fail, check whether the job is a combined one. If so, split it and follow steps 4 and 5 for the individual parts. In such a case, the highest step is considered the level of the job, provided the work at this highest level takes up more than 20% of the time.
- NB 2: No separate job level exists for employees in training. These employees are temporarily classified one step below the job they are being trained for.

Step 6: Award a salary that fits within the stated limits.

Step 7: Communicate your decision to employee and HR staff, and to middle management.

### Further explanation

Ladders use various designations to indicate the size of the company or the projects it undertakes. This size is indicative of how leadership and management are provided, respectively. Whether a company has a dozen or so more or fewer employees therefore does not matter, which will also become evident when using the ladders.

Three business sizes are distinguished.

- Small company: company or operating company with no more than 25 employees on the sites.
- Medium-sized company: company or operating company with between 25 and 100 employees on the sites, or a group with one or more operating companies of this size.
- Large company: group usually consisting of more than one operating company, one or more operating companies having more than 100 employees on the sites.

The number of 'employees on the sites' refers to the average staffing at the execution sites over the year, including third-party staff, such as specialist subcontractors, installers, etc.

Four project sizes are distinguished.

- Small (road) construction projects: around 10 employees working on the project.
- Medium-sized (road) construction projects: around 20 employees working on the project.
- Large residential, road construction, or medium-sized non-residential projects: between 20 and 100 employees working on the project.
- Large non-residential construction projects: more than 100 employees working on the project.

The term 'items below the line' in ladder 4 (Calculation) refers to all indirect costs, e.g., costs associated with the layout of the construction site, use of construction cranes, execution and staff personnel at the construction site, a provision to cover risks, profit, and other commercial costs, as well as general costs related to central services and the office.

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

The \* sign listed after the job name means that a pre-employment medical examination is mandatory for the job in question. Refer to section 1.1 of this collective agreement.

### Job level matrix

The job level matrix shows the job ladders and the levels per ladder.

job ladders	job level					
	1	2	3	4	5	6
1. Execution*			•	•	•	•
2. Operations office		•	•	•	•	•
3. Work preparation			•	•	•	•
4. Calculations		•	•	•	•	•
5. Planning, construction office, and drawing room			•	•	•	•
6. Marketing, sales				•	•	•
7. Procurement			•	•	•	•
8. Management of equipment and construction materials	•	•	•	•	•	•
9. Equipment maintenance		•	•	•	•	
10. Asphalt and/or concrete quality control		•	•	•	•	•
11. General administration		•	•	•	•	•
12. Works administration		•	•	•	•	
13. Salary and wage administration			•	•	•	•
14. Accounting	•	•	•	•	•	•
15. Automated administration	•	•	•	•	•	•
16. Computer operations		•	•	•	•	•
17. Programming and system analysis				•	•	•
18. Human resources			•	•	•	•
19. Secretariat	•	•	•	•	•	
20. Word processing	•	•	•	•		
21. Reproduction	•	•	•	•	•	
22. Reception, telephone, telex		•	•			
23. Internal service unit	•	•	•	•	•	•
24. Quality/working conditions and environment				•	•	
25. Dimensioning				•		

## Job ladders

### Job ladder 1 Execution\*

#### Job level characteristic

- 6 Directs the execution of one or more medium-sized (road) construction projects or part of a large project with about 25 employees on the job (in case of tightly programmed construction flows up to 50 employees) through a few site managers and/or foremen. Mainly liaisons with suppliers, subcontractors, and supervisor(s). May be assisted by a foreman or assistant to handle, e.g., site organisation, dimensioning, and work administration.
- 5 Directs the execution of small (road) construction projects or parts or phases of large projects with less than 20 employees, acting through foremen or directly to the craftsmen. Calls for materials, personally buying small quantities. Personally takes care of planning and cost control. Attends construction meetings to assist site management. In consultation with the management, acquires orders for maintenance and minor renovations in the local market.
- 4 Manages a team of craftsmen of less than 10 employees, possibly including a cooperating foreman, in charge of executing one or several small (sub)projects. In consultation with management, sometimes acquires small orders in the local market and arranges staffing at work. Takes care of dimensioning and marketing or surveying of buildings and sites in road construction. Communicates measurement data to the Calculations department. Assists superintendents and site managers on major projects.
- 3 Assists site managers in day-to-day work on small and medium-sized projects with site organisation, assists with dimensioning, provides administrative assistance, takes stock of work, etc.
- 2
- 1



## Job ladder 2 Operations office

### Job level characteristic

- 6 Supervises an operations office with 5 to 10 employees, responsible for, e.g., work preparation and calculation, and possibly for procurement, for generally medium-sized non-residential construction projects, or for, e.g., work preparation for large housing or road construction projects.
- 5 Supervises an operations office with a few employees performing work preparation and/or calculation for medium-sized (road) construction projects, with a total of up to 100 employees active on the site.  
Sets up planning and cost control at the start of a project. In consultation with commercial management, conducts visits to acquire small and medium-sized projects consisting mainly of technical issues.  
Consults with clients on price. Occasionally procures materials or carries out labour studies and advises the company management on working methods, building systems, etc. Co-monitors construction costs and takes initiatives for adjustments.
- 4 Provides specialist assistance on the basis of training or extensive experience in the preparation and execution of large/medium-sized projects, makes specialist contributions in areas such as estimation, network planning, special construction drawing (such as tunnel formwork), site design, and progress and cost monitoring.
- 3 Assists in calculation or work preparation, such as the calculation of extra and less work, calling or ordering materials, detailing specifications and drawings, works administration, and transport planning. May for example be in charge of coordinating dimensions of cut-outs on drawings or checking activities against a script.
- 2 Draws schedules, codes timesheets and the like, provides assistance on instructions from their supervisor.
- 1

TBD. Also refer to Work preparation and Calculations.

### Job ladder 3 Work preparation

Job level characteristic

- 6 Supervises a department of 5 to 10 employees (sometimes in combination with Calculation) for setting up and updating the overall plan and derived subplans and capacity allocation plans for large construction projects. Determines the cost position of the work. Has deviations signalled to the relevant project management and provides alternatives for adjustment of the plan. Examines alternative construction methods.
- 5 Sets up the project monitoring system at the start of projects. Oversees the takeover of work by one or a few assistants thereafter. Signals progress and costs of medium to large works based on planning. Identifies bottlenecks. Investigates alternative working methods. Draws up man-hour budget, equipment plan, site layout plan to monitor subcontractors, etc.
- 4 Carries out (sometimes assisted by a single assistant) the work preparation of large projects. Has been seconded to the site for this purpose. Handles planning and progress signalling or cost monitoring. Prepares schedules and man-hour budgets for small projects. Signals to management the status of work and supplies, sometimes takes care of part of the material orders and calculation or works administration.
- 3 Draws up a Gantt chart for a small or medium-sized construction project as directed by their supervisor and/or site management. Encodes timesheets for computer processing. Sets up instalment payment schedules based on data. Makes detail and frame drawings on instructions.
- 2
- 1

TBD. Also refer to Operations office and Calculations.

## Job ladder 4 Calculations

Job level characteristic

- 6 In consultation with those responsible for commercial matters, determines the adjustment of items below the line\*) on the tender budget. Negotiates prices on the instructions of management or production management. Manages 5-10 employees from the Calculation, Work Preparation, and, possibly, Procurement departments. Performs operating calculations for housing projects built and sold in-house.
- 5 Consults with architect and/or structural engineer on alternative construction methods. Determines items below the line\*) in the budget. Marks down the items above the line. Decides on any adjustments of calculation standards. Arranges material supplies and services with suppliers and subcontractors and negotiates price discounts. Supervises some calculators if necessary. Performs operating calculations for projects that will be commissioned by developers.
- 4 Establishes budget items; weighs up alternative working methods in doing so. Prices quantities states. Establishes element budget based on overall design. When instructed, conducts research to adjust calculation standards. Makes schedules for contract extras and reductions. Requests quotes from suppliers and subcontractors. Visits the 'Inquiries' or 'Directions' departments of small and medium-sized projects to get clarification on specifications and drawings. Sets standards for small projects based on considerable experience. Occasionally performs side tasks in the field of work preparation and/or administration. Supervises the work of one or more assistants, if necessary.
- 3 Extracts material quantities from specifications and drawings. Establishes standard budget items using standards. Fills in items below the line to the extent these are default items.
- 2 Prepares post-calculations based on records. Requests quotes for materials or rental equipment and additional services from suppliers.
- 1

TBD. Also refer to Operations office and Work preparation.

\*) Refer to the Further explanation.

## **Job ladder 5 Planning, construction office, and drawing room**

Job level characteristic

- 6 Creates building plans as part of expansion plans or architectural designs for non-residential construction. Designs and calculates structures in concrete and steel. Coordinates third-party contributions and ensures the integration of, e.g., technical installations into the architectural design. Conducts discussions for obtaining permits and the like with government agencies and on the nature of the design with the client. Supervises several draftsmen/structural engineers.
- 5 Supervises and personally collaborates in the development of architectural designs for residential and small non-residential construction. Supplies own design sketches and instructions. Draws up the specifications. Consults on the design with the client and the structural engineer and attends construction team meetings. Performs concrete and steel structure drawing and calculation work for small non-residential and residential construction.
- 4 Works out form drawings listing main dimensions into architectural detail drawings. Prepares specifications and drawings for renovations, residential or factory buildings on instructions. Makes steel structure and concrete reinforcement drawings for this purpose and carries out the necessary calculations.
- 3 Makes form drawings for the structural engineer or formwork drawings. Makes simple detail drawings and architectural working drawings, dimension plans, frame drawings, etc. on instructions.
- 2
- 1

## Job ladder 6 Marketing and sales

Job level characteristic

- 6 Provides technical and/or financial support for sales activities. Consults with potential clients and their advisers on the feasibility of their requirements. Draws up price estimates or provides technical solutions to architectural problems after internal consultation. Supervises the start of the design process and engages Calculations. Personally sells small to medium-sized projects mainly consisting of technical aspects, such as road construction and factory extensions.
- 5 Provides technical and/or calculatory input for sales calls. Provides technical solutions to construction problems and indicates cost implications. Assesses the technical and financial feasibility of change proposals. Makes contributions to market studies by summarising and analysing research findings. Handles part of the questionnaires for selection procedures for construction team composition. Presents the company's capabilities to interested parties.
- 4 Manages (computer) files containing data on the company, projects carried out, and the market. Updates these files using internal sources and, predominantly, literature. Creates overviews for the purpose of sales promotion. On request, provides information about the company and projects carried out or in progress. In consultation with the management or commercial management, sells small, privately executed renovations, extensions, minor restorations, etc. on the local market.

3

2

1

TBD. Also refer to General administration.

## Job ladder 7 Procurement

Job level characteristic

- 6 In collaboration with an assistant, handles the procurement of construction materials, equipment and third-party services for a medium-sized company or part of a large company. Has price quotes requested for. After internal consultation, enters into annual contracts for large-scale supply of certain building materials (rebars, etc.). Conducts price negotiations and arranges orders and assignments to suppliers and subcontractors.
- 5 Purchases tools, finishing materials, and office supplies. Acquires sand mining options for possible road construction projects to be carried out. Maintains contacts with suppliers. Consults with management or commercial management on the supply conditions to be negotiated and the choice of suppliers. Collects and processes market information that is not directly accessible.
- 4 Purchases construction materials and equipment on the instructions of their superior. Has frequent contact with suppliers regarding prices and delivery dates. Provides pricing information to calculators, provides material samples, and consults with Execution on quantities and delivery times.
- 3 Calls materials based on framework contracts. Purchases small quantities of materials using price lists and quotes from suppliers, to replenish warehouse stocks. Handles the related administration.
- 2
- 1

TBD. Also refer to General administration.

## **Job ladder 8 Management of equipment and construction materials**

### Job level characteristic

- 6 Coordinates the deployment of operating staff. Directs maintenance staff, who carry out equipment maintenance in a workshop, equipment yard, or construction site. Oversees the deployment of equipment and operating staff. Monitors maintenance costs and identifies equipment status. Advises on the procurement or replacement of equipment. Outsources specialist maintenance to third parties.
- 5 Directs the deployment of equipment and operating staff to work on one or more medium to large-scale (road) construction projects. Arranges the lease and rental of large equipment with third parties, setting rental prices based on guidelines. Advises on site layout, equipment deployment, procurement, disposal, and equipment development. Monitors energy consumption, equipment depreciation, and equipment costs per project. Supervises multiple assistants.
- 4 Handles equipment requests. Prepares schedules for the deployment of equipment and transport of materials (asphalt, concrete, elements, etc.). Arranges the lease of equipment and transportation for third parties. Provides information on renting out equipment. Makes sure repairs and preventive maintenance are carried out. Keeps some minor records for this purpose. Supervises assistants if necessary.
- 3 Manages a small warehouse. Provides administrative stock control and orders auxiliary equipment. Supervises the work of a warehouse attendant or, with a team of site personnel, handles the storage and disposal of equipment and materials. Controls the loading of lorries according to loading and transport schedules. Takes care of an efficient site layout and responsible storage. Ensures that necessary maintenance and simple repair work on equipment is carried out. Performs some simple administrative work.
- 2 Takes care of the issuance of parts, materials and/or tools. Checks incoming goods and materials and identifies when additional stocks are needed. Ensures efficient layout and storage in the warehouse and keeps simple warehouse records.
- 1 Assists in unpacking, checking, counting, sorting, coding, stowing, and issuing goods in the warehouse, as well as preparing goods for shipment and loading and unloading vehicles.

## Job ladder 9 Equipment maintenance

Job level characteristic

6

5 Manages a group of (approximately 10) maintenance staff members working in a workshop or equipment yard, or on the construction site. Oversees the maintenance of, for example, construction cranes, road building machines, asphaltting rigs, and lorries. Outsources and monitors some of the work.

4 Supervises some employees and personally participates in the maintenance of equipment at the construction site, equipment yard, or workshop. Outsources any maintenance work, purchases auxiliary materials and parts according to guidelines. Takes care of the work preparation and task allocation. Based on extensive training and/or considerable experience, performs all common maintenance and assembly work or part of specialised maintenance on, for example, cranes, road construction machinery, and lorries.

3 Performs all kinds of skilled maintenance and assembly work on (road) construction equipment, as instructed.

2 Assists craftsmen in maintaining (road) construction equipment. Performs simple disassembly work. Performs lubrication work. Fixes minor mechanical failures. Replaces parts, etc.

1



## **Job ladder 10 Asphalt and/or concrete quality control**

Job level characteristic

- 6 Manages concrete or asphalt production, as well as a quality control laboratory (total of 5-10 employees). Develops recipes, organises quality control of raw materials and semi-finished products. Manages equipment in plant and laboratory. Chooses raw material suppliers and negotiates delivery terms with them.
- 5 Manages a quality control laboratory (with about 5 employees) for asphalt and/or concrete. Sets quality standards and determines examination procedures. Compiles asphalt mixtures according to recipes or on the basis of best requirements and examines whether these mixtures meet the specified requirements on the basis of tests. Maintains external contacts with material experts and client experts on material issues. Advises company management on the matter.
- 4 Performs all common laboratory examinations of the quality and composition of raw materials and semi-finished products, as well as drill core examination of finished products. Oversees the work of several assistants. Reports to stakeholders via their superior. Issues recipes to the factory. Orders raw materials based on a framework contract.
- 3 Carries out research in respect of raw materials and end products of asphalt and/or concrete according to established procedures. Analyses research results and, based on guidelines, advises on the approval or rejection of raw materials, adjustments in recipes, and conditions in the production process.
- 2 Assists in carrying out investigations into the quality and composition of raw materials, semi-finished and finished products, such as taking and transporting material samples and preparing and carrying out simple tests on instructions.
- 1

## Job ladder 11 General administration

### Job level characteristic

- 6 Directs administrative work, such as production administration, risk accounting, invoice control and the like, across departments totalling 10-20 employees. Monitors such administrative procedures and introduces innovations after consultation. Has overviews prepared for each project and analyses and reviews them, reports analysis results to the company management.
- 5 Manages up to 10 employees in charge of cost and/or time management, post-calculation of projects, or procurement administration. Establishes procedures to be followed. Checks and analyses data, suggests solutions to identified administrative problems. Advises on tenders and supplier selection. Assists in price negotiations. Monitors the handling of risk settlements.
- 4 Checks the administrative work done by others. Makes summaries of data and analyses them. Identifies deviations from budgets, planning and the like and provides explanations. Contacts internal and external parties to sort out administrative discrepancies or ambiguities. Prepares requests for quotations. Monitors delivery times. Initiates and monitors contacts with the supplier. Handles damage reports, user complaints, legal matters and the like according to guidelines. Identifies problem cases to their superior.
- 3 Collects and processes administrative data according to established procedures for the purpose of records or periodic statements. Checks administrative data by way of internal comparison, external enquiry of data, calculations, etc. Splits or compiles data according to various fixed keys. Drafts simple correspondence, performs all types of typing, checks stocks, budgets and the like and identifies discrepancies.
- 2 Performs checks on invoices by comparing them with records. Makes counts of amounts. Codes invoices, receipts and the like according to set regulations. Performs administrative mutations. Performs correspondence typing from drafts and archives invoices and correspondence.
- 1

TBD. Also refer to Works administration, Salary and wage administration, Accounting, and Automated administration.

## **Job ladder 12 Works administration**

Job level characteristic

6

5 Sets up the works administration at the start of medium-sized and large projects. Manages up to 10 employees in charge of works administration. Makes periodic financial statements for each work and discusses them periodically with the execution management. Checks wage calculations, invoicing, offsetting of risks and contract extras and reductions, etc.

4 Records work in progress as required. Collects data for post-calculation, determines work progress, and identifies deviations from budget. Regularly and as required prepares a cost statement of contract extras and reductions and internalisations according to the risk regulation per project, in preparation for automatic administration or manual accounting. Has final control of invoices in preparation for payment.

3 Processes material receipts, equipment receipts, time sheets and the like to prepare weekly reports and periodic statements. Calculates wages from timesheets, sick notes, etc. Types up meeting reports and settlement statements. Checks invoices against computer lists and sorts out discrepancies by inquiring with the supplier.

2 Collects and checks receipts, invoices and the like by counting and comparing amounts; investigates differences internally.

1

TBD. Also refer to General administration, Salary and wage administration, Accounting, and Automated administration.

## Job ladder 13 Salary and wage administration

Job level characteristic

- 6 Directs the salary and wage administration. Develops guidelines for applying the collective agreement. Establishes regulations on additional terms and conditions of employment. In the case of reorganisations, mergers, or similar situations, carries out preparatory work for the consultations with the employees' organisations. Prepares the numerical part of the annual social report.  
Maintains working contacts with social institutions, computer centre, etc.
- 5 Handles the wage and salary administration with an assistant. Processes staff movements. Makes salary and wage calculations in case of mutations. Processes mutations in basic computer input data. Ensures transmission of data to the industrial insurance board, computer centre, etc. Checks computer output. Checks payments. Creates and/or checks the relevant journal entries for the general ledger. Creates numerical overviews. Handles staff complaints regarding pay or salary and sometimes fulfils the role of human resources officer; in the latter case, deals with various staff problems or refers staff to external agencies, company management, or the board. Assists with tax returns. Assists with recruitment of construction site employees.
- 4 Collects hours data from work sites. Performs parts of personnel and/or wage administration. Creates the relevant journal entries for the general ledger. Sets up files, makes wage calculations. Informs about sick reports. Handles complaints about pay or refers the complainant to the right person. Maintains working contacts with a computer centre. Manages funds.
- 3 Collects, codes, and processes timesheets and calculates collective wages. Performs various secretarial and administrative tasks to assist in the department or on the site.
- 2
- 1

TBD. Also refer to General administration, Works administration, Accounting, and Automated administration.

## Job ladder 14 Accounting

### Job level characteristic

- 6 Manages that part of the books and records that are hardly or not at all computerised, supervising 10 to 20 employees, including the Accounting and Wage administration departments, and sometimes Works administration, Internal service unit, etc. Personally handles complex or confidential matters, such as wage administration and investigations and improvement of procedures. Handles problems with payments, reconciliation of accounts, and valuation of assets under guidelines etc. Provides clarifications to management and external auditor through their superior. Checks remittances of contributions and taxes. Prepares periodic balance sheets and profit and loss accounts. Monitors and identifies cost and liquidity trends. Reconciles the reporting of some small operating companies.
- 5 Performs accounting work for a small construction company or small operating companies; may be assisted by assistants in this capacity. Handles the wage administration and payments. Maintains subaccounts, including accounts payable and receivable, cash, bank, and giro. Maintains the general ledger. Prepares periodic liquidity statements for the board. Manages funds. Liaises with customers, suppliers, social institutions, etc. Provides explanations of the annual accounts to the board and auditors.
- 4 Manages subaccounts containing routine work performed by 5 to 10 employees. Checks the entries. Personally handles problem cases and also liaises with customers, suppliers, and others for this purpose. Creates overviews and knows how to explain them. Prepares registrations and declarations according to statutory regulations, such as remittances of contributions and sick reports. Performs total accounting for small work units, such as a carpentry shop and asphalt or concrete installation company, if required.
- 3 Oversees and helps maintaining subaccounts (cash, bank, giro, accounts receivable and payable). Handles inaccurate or incomplete data, contacting customers, suppliers, and others for verification of (payment) data if necessary. Asks for assistance, when problems arise. Makes wage calculations when instructed. Compiles complex invoices and prepares specifications.
- 2 Sorts, splits, and codes invoice amounts to the chart of accounts. Splits costs across cost types and cost centres, all according to precise regulations. Performs subledger and general ledger accounting. Checks counts and corrects entry discrepancies after internal verification. Asks for assistance in problem cases.
- 1 Sorts and codes invoices, checks data by comparison with records.

TBD. Also refer to General administration, Works administration, Salary and wage administration, and Automated administration.

## Job ladder 15 Automated administration

Job level characteristic

- 6 Manages automated administration with up to 10 employees, based on standard software for works administration, accounting, stock management, budget monitoring and the like. Provides overall financial reporting for a medium-sized company. Adapts internal information procedures and working arrangements to the system in consultation with the supplier or outsources computer processing to a computer service bureau. Ensures maintenance and improvement of computer programmes by in-house staff and makes a significant contribution in system analysis.
- 5 Keeps, possibly with some assistants and a minicomputer, all books for a small company or an operating company, or major subaccounts, such as the works administration, for a medium to large company, or outsources such work to a computer service bureau. Personally analyses the data and provides explanations on, for example, the annual accounts. Liaises with the computer service bureau, with suppliers, with customers, etc. Manages funds.
- 4 Manages 10 to 20 data typists. Handles work arrangement and charging of processing fees to computer users. Handles user problems. Parameters new applications. Handles input of various non-pre-coded data into automated administration, e.g., the full books, personnel and/or payroll records, etc. Checks output and sorts out errors in consultation with computer centre or service bureau.
- 3 Distributes work among data typists. Assists them with operating problems. Checks and corrects errors, including by direct intervention via a control screen. Monitors production flow and ensures timely delivery. Stands in during breakdowns.
- 2 Enters coded data and control data according to established procedures. Performs checks and corrects errors or identifies problems. Assists with work distribution. Stands in during breakdowns. Performs various sorting and control tasks in administrative departments to vary the work.
- 1 Enters coded and standardised data using a terminal.

TBD. Also refer to General administration, Works administration, Salary and wage administration, and Accounting.

## Job ladder 16 Computer operations

### Job level characteristic

- 6 Manages a small computer centre, including hardware and software management, with up to 10 employees. Purchases hardware and software based on approved automation plans. Informs the supplier of repeated malfunctions and discusses how to prevent them. Develops procedures for use and security, files, etc. Makes sure the operating staff is trained.
- 5 Manages a team of about 5 computer operators. Prioritises work order and process flow and ensures optimal use of computer and peripheral equipment. Personally operates the control processor during non-routine process runs. Handles incidents and failures involving stakeholders and suppliers. Reports on persistent problems. Ensures equipment is kept in good condition and proper service.
- 4 Supervises and personally participates in the operation of a medium-sized computer system by several operators. Intervenes in case of malfunctions and tries to remedy them. Reports persistent malfunctions to management and to the supplier. Takes care of the computer working arrangements. Consults with users in case of processing stagnations. Maintains occupancy records. Charges costs on.
- 3 Operates computer equipment, both peripherals and central processor, when instructed. Ensures security of equipment and data in case of malfunctions. Identifies malfunctions.
- 2 Assists in operating computer peripherals. Replenishes continuous form. Sorts output and prepares it for dispatch.
- 1

## Functional ladder 17 Programming and system analysis

### Job level characteristic

- 6 Supervises the execution of systems analyses in the context of automation projects and occasionally acts as project leader or information analyst. Coordinates keeping the overall software database up-to-date. Provides guidance on technical system design and system specifications, so that subsystems fit together and optimal process flow is achieved. Oversees the testing and implementation of new parts of the system. Ensures accessibility and security of information. Develops procedures for using the system.
- 5 In collaboration with an information analyst, determines information needs, creates system design and specifications, processes procedures, controls, etc. Manages the programming of system designs and ensures coordination when updating software. Supervises system testing, identifies the causes of malfunctions or errors and coordinates such assistance in implementation.
- 4 Creates computer programmes in some programming language using flowcharts or specifications. Tests programmes and figures out errors and malfunctions, making improvements. Occasional machine language modifications. Collects and records programme documentation and assists in the introduction of new parts of the system.

3

2

1



## Job ladder 18 Human resources

### Job level characteristic

- 6 Handles the recruitment and selection, induction, and training of executive staff and/or staff covered by the collective agreement. Advises staff members on personal problems or refers them to internal or external bodies. Develops guidelines in consultation, such as for staff replacement during illness, leave, holidays and the like or with regard to safety on site.
- 5 Provides training for executive staff and staff covered by the collective agreement in consultation with management. Gathers information on external training courses, liaises with training institutes, investigates subsidy opportunities, monitors a training budget, and advises interested parties on training opportunities.
- 4 Runs a staff secretariat with a file system and correspondence archive. Collects and processes all kinds of personnel data in preparation of personnel policy, annual social report, etc. Communicates personnel data to internal and external bodies, handles external correspondence, and supervises the work of several assistants.
- 3 Assists in a human resources department by keeping records and archives. Handles confidential information in the process. Types letters from draft. Answers and refers visitors.
- 2
- 1

TBD. Als refer to Salary and wage administration.

## Job ladder 19 Secretariat

Job level characteristic

6

- 5 Performs secretarial duties for the board. Handles confidential correspondence. Handles part of the wage administration as appropriate, makes appointments, selects information and visitors, refers if necessary. Takes minutes of board meetings and follows up on agreements made in the process. Maintains executive records. Supervises one or more assistants if necessary.
- 4 Performs secretarial work, e.g., for the management or for a department (head). Keeps agendas, makes appointments on instructions, and checks them. Records meetings, records correspondence in shorthand and elaborates them, including in modern languages if necessary. Maintains an archive and, possibly, the office supplies warehouse. May have to perform some ancillary activities in the department.
- 3 Performs general and confidential typing (e.g. staff information), including in modern languages. Manages a small archive or office supplies warehouse. Keeps agendas, makes appointment lists during meetings, informs about appointments. Keeps a list on the accessibility of persons. If necessary, performs some administrative tasks, including comparison checks of data from different sources. Performs reception and switchboard work with many foreign contacts.
- 2 Performs all kinds of typing in Dutch; operates the telex; handles incoming and outgoing mail; operates a switchboard; receives and refers visitors. Keeps a correspondence archive if necessary. Enters various data in computer via a terminal when instructed. Makes photocopies.
- 1 Types invoices using lists, enters number ranges into computer via a terminal, distributes correspondence.

## Job ladder 20 Word processing

Job level characteristic

6

5

4 Directs word processing by about 10 employees. Handles the work arrangement and instructions. Co-verifies work before delivery. Orders equipment and materials and takes care of maintenance. Provides training to employees. Knows how to program modern word processing equipment.

3 Provides confidential typing and/or typing in modern languages. Supervises upcoming typists. Checks typing. Is familiar with the use of modern word processing equipment and instructs others in its use.

2 Types in Dutch and one of the modern languages from a draft; types tables, forms, correspondence, etc. Can work with a dictaphone and modern word-processing equipment.

1 Types Dutch correspondence from draft and makes corrections as directed.

## Job ladder 21 Reproduction

Job level characteristic

6

- 5 Directs reproduction of drawings, offset printing, photocopying, and all kinds of finishing in a large reproduction department with 5 to 10 employees. Handles the work preparation and progress control, solves technical problems with multi-colour printing, equipment malfunctions, etc. Liaises with suppliers and manages various raw and auxiliary materials.
- 4 Manages the Reproduction, Mailroom, Office supplies warehouse unit with a total of about 5 employees. Takes care of the timely delivery of materials and the maintenance of equipment or personally performs multi-colour offset printing. Personally manufactures the plates, chooses colours and materials, advises on combinations, fixes simple equipment malfunctions.
- 3 Supervises and participates in collotyping, photocopying, and stencil work. Manages the equipment. Personally fixes minor equipment malfunctions. If necessary, contacts the supplier. Ensures that sufficient material is in stock. Oversees the proper distribution of photocopies and archiving of the originals.
- 2 Operates an offset press for internal printing or photocopying equipment; performs finishing work, as well as maintenance and minor repairs to equipment, as directed. Archives originals, issues office supplies, informs their superior of stock levels.
- 1 Makes collotypes, photocopies, stencils and the like using various equipment. Refills paper and chemicals as instructed. Finishes collotypes by cutting, stapling, etc.

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

Job level characteristic

6

5

4

3 Operates telephone switchboard, telex, teletrace equipment and the like, possibly in modern languages, on the basis of a detailed draft. Welcomes and refers visitors. Handles the reservation of meeting rooms and passes on messages or performs other ancillary duties, such as managing a small cash register; manages office supplies, etc.

2 Operates a switchboard and receives and refers visitors. Knows how to express themselves in one or more modern languages.

1

## Job ladder 23 Internal service unit

### Job level characteristic

- 6 Manages the Internal service unit with up to 50 employees, divided between, for example, Building Design and Maintenance, Reproduction, Mailroom, Warehouse, Reception, Telephone, Word Processing, and Canteen. Acts as coordinator, in charge of execution during internal moves and renovations. Purchases furniture and office machines after internal consultations. Maintains business contact with suppliers and cleaning service. Aligns the various working arrangements and procedures of the Internal service unit departments and records them in internal regulations.
- 5 Supervises an Internal service unit with up to 30 employees, divided into, e.g., Building Design and Maintenance, Reproduction, Mailroom, Warehouse, Reception, Telephone, Canteen. Organises internal moves; buys furniture, office machines, office supplies, etc. after internal consultation. Makes delivery arrangements with suppliers, maintains working contact with, for example, a cleaning company, all in consultation with Procurement or the board, or manages a department in the Internal service unit with about 10 skilled craftsmen, such as an in-house print shop, electro-mechanical maintenance, or garage.
- 4 Performs specialised technical maintenance on installations in buildings, such as on lifts, air conditioning, and escalators. Is in performing such work assisted by one or a few assistants, or is in charge of a number of departments within the Internal service unit with about 10 employees, such as the Canteen, Reception, Telephone switchboard, or Reproduction department, or is in charge of such a department as part of a larger internal service unit.
- 3 Performs skilled maintenance, such as carpentry, masonry, plastering, bench fitting, welding and construction work. Maintains machinery and electrical installations according to the supplier's instructions. Replaces parts and makes minor repairs to machinery and equipment or damaged furniture. Manages combined departments, for example comprising the Mailroom, Canteen, and Warehouse, with up to 10 employees in total.
- 2 Performs maintenance work, such as changing oil, fixing minor mechanical faults, replacing parts in equipment, painting; moves interior walls, sets up meeting rooms, arranges internal moves, etc. Is in charge of a canteen, buys raw materials, settles meals sold. Is in charge of a mailroom. Transports goods and documents by passenger car or van. Handles the issue of office supplies from a warehouse.
- 1 Performs simple maintenance work, such as replacing lamps, cleaning equipment, keeping the canteen, corridors, and stairs clean. Brews and serves coffee and tea in the office and canteen. Prepares simple dishes, such as soup and croquettes. Distributes incoming mail and prepares outgoing mail for mailing.

## Job ladder 24 Quality/working conditions and environment

Job level characteristic

6

5 Set ups, manages, and maintains quality and/or working conditions and/or environmental care systems. Coordinates activities in these areas. Takes care of the preparation of the QWCE and/or occupational health & safety and/or environmental annual plan and annual report. Monitors the implementation of the annual plan. Records, analyses (near) accidents and risks and takes action accordingly. Conducts consultations with experts and supervises audits. Provides solicited and unsolicited advice to the board and other executives. Supervises employees as appropriate.

4 Manages and maintains care systems in the field of quality and/or working conditions and/or the environment. Coordinates activities in these areas within the branch. Shares responsibility for drawing up the QWCE and/or occupational health & safety and/or environmental annual plan and annual report. Monitors the implementation of the annual plan at branch level. Records, analyses (near) accidents and risks. Communicates results to the health and safety coordinator and takes action accordingly. Conducts consultations with experts and supervises audits. Provides solicited and unsolicited advice to the board and other executives.

3

2

1

## Function ladder 25 Dimensioning

Job level characteristic

6

5

4 Independently performs dimensioning work on construction projects. Using (digital) working drawings and the Total Station, inter alia draws up the piling plan for the foundation and a coordinate system for various floor layers. Identifies discrepancies through checks and reports them to the site manager.

3

2

1



## Annexe 2. Employment contract: basic scheme sample

1. .... hereinafter to be referred to as: the “Employer”, and  
2. .... hereinafter to be referred to as: the “Employee”,  
state to have entered into an employment contract under which the Employee undertakes to perform work in the Employer's service with effect from .....  
This employment contract is subject to the Construction & Infrastructure Collective Agreement.

The employment is entered into for: .....<sup>1)</sup>  
The Employee is hired as a .....  
This job belongs to the job group/job ladder .....  
(Duration of any probationary period: .....)

The corresponding guaranteed wage/salary is: € ..... gross per .....  
The agreed fixed wage for the construction site employee is € ..... gross per .....  
and is made up as follows:  
a. guaranteed wage as referred to in the above;  
b. the individual allowance agreed in accordance with section 4.6 of the collective agreement, amounting to  
€ ..... gross per ..... for the duration of .....<sup>2)</sup>

The working hours average ..... hours per working week and average..... hours per day, measured over a 13-week period. The working hours and rest periods are set out in a schedule.

If a pre-employment medical examination as referred to in section 1.1 of the collective agreement must be performed, the following passage should be included in the employment contract: “The employment contract is entered into under the resolutive condition of a declaration of suitability, as referred to in section 1.1.4 of the collective agreement. If the Employer has not received that declaration by the prospective start date of this employment contract, the employment will commence on the first working day after it has been received as yet *and* after any notice period with a previous employer the Employee has to adhere to, has lapsed.”

(Add any further agreed terms)

Done in duplicate in ..... on ..... - ..... - 20.....

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

---

<sup>1</sup> Depending on the agreements made, select:

- a. an indefinite term
- b. a definite term, from ..... to .....
- c. the performance of work for the duration of the object (object to be specified)

<sup>2</sup> Depending on the agreements made, select:

- a. the employment;
- b. the period from ..... to .....
- c. the work object (specify) .....

### **Annexe 3. Work and rest times: additional rules**

Annexe 3.1	Standards for employees aged 18 or over
Annexe 3.2	Standards for employees aged 16 or 17 years

### Annexe 3.1 Standards for employees aged 18 or over

subject	basic scheme	framework scheme
<b>minimum rest periods</b>		
weekly rest	36 hours (consecutive) or 60 hours per 9 x 24 period (can be shortened to 32 hours once every 5 weeks)	36 hours (consecutive) or 72 hours per 14 days (to be split into pieces of at least 32 hours)
daily rest	11 hours (consecutive) (can be shortened to 8 hours once a week)	11 hours (consecutive) (once a week: 8 hours, if necessary due to nature of the work or the business conditions)
<b>additional rules if night shifts (work between 00:00 and 06:00) are worked</b>		
minimum rest after a night shift ending after 02:00	14 hours	14 hours (once a week: 8 hours, if necessary due to nature of the work or the business conditions)
minimum rest after a series of night shifts	48 hours	46 hours (after 3 or more night shifts)
maximum working time per night shift	8 hours	10 hours 12 hours, provided: - rest after shift of 12 hours - 5 x every 2 weeks - maximum 22 x every 52 weeks
maximum number of night shifts	10 per 4 weeks and 25 per 13 weeks (16 per 4 weeks if night shifts end before or at 02:00)	per 16 weeks a maximum of 36 night shifts ending after 02:00
maximum number of consecutive night shifts	5 (6 if night shifts end before or at 02:00)	7 (if at least one of the shifts in the series is a night shift)

<b>additional rules on overtime if night shifts are worked</b>		
maximum working time per night shift	9 hours	10 hours (may be extended to 12 hours for a maximum of 5 x per 14 x 24 hours and 22 x per 52 weeks with simultaneous reduction of the rest period after that extended night shift to a minimum of 12 hours)
maximum working hours per 13 weeks	40 hours per week on average (520 hours)	40 hours per week on average per 16 weeks if 16 or more night shifts are worked in that period
<b>break (time slot of at least ¼ hour)</b>		
working hours per shift > 5 ½ hours	½ hour	½ hour
working hours per shift > 8 hours	¾ hour, of which ½ consecutive hour	
working hours per shift > 10 hours	1 hour, of which ½ consecutive hour	¾ hour
<b>on-call/standby duty (derogation from rest period and break)</b>		
period without on-call duty	per 4 weeks 2 time slots of at least 7 x 24 hours each	- 14 days per 4 weeks without on-call duty - 2 x 2 days per 4 weeks no on-call duty and no work
on-call duty before and after a night shift	not allowed	not allowed 11 hours before and 14 hours after a night shift
maximum working hours per 24 hours	13 hours	13 hours
maximum working hours per 13 weeks	45 hours per week on average (585 hours)	no standard
maximum working hours if the on-call duty wholly or partly covers the period between 00:00 and 06:00	per 13 weeks on average 40 hours per week (520 hours)	- 40 hours on average (per 16 weeks) or - 45 hours on average (per 16 weeks), provided: <ul style="list-style-type: none"> <li>• 8 hours of consecutive rest before the new shift (if last call was between 00:00 and 06:00), or</li> <li>• 8 hours of uninterrupted rest in the 18 hours following 06:00 (if last call was between 00:00 and 06:00 and is immediately followed by a new shift)</li> </ul>
minimum working hours when on call	½ hour	½ hour

## Annexe 3.2 Standards for employees aged 16 or 17

subject	basic scheme	framework scheme
<b>minimum rest periods</b>		
weekly rest	36 hours per period of 7 x 24 hours	36 hours
daily rest	12 hours per 24 hours, which includes the period between either 22:00 and 06:00 or between 23:00 and 07:00	12 hours, which includes the period between 23:00 and 06:00
<b>breaks</b>		
working hours per shift > 4 ½ hours	½ consecutive hour	½ consecutive hour
working hours per shift > 8 hours	¾ hour, of which ½ consecutive hour	

## **Annexe 4. Time Savings Fund**

[Annexe 4.1 Articles of Association](#)

[Annex 4.2 Regulations](#)

## Annexe 4.1 Articles of Association

### Article 1 - Name and seat

1. The Fund bears the name: Stichting Tijdsparfond's Bouw & Infra.
2. The Fund has its registered office in Harderwijk.

### Article 2 - Definitions

In these articles of association, the following terms will have the following meaning:

- a. Remittance or Deposit: the amount owed by the employer to the Time Savings Fund.
- b. Board: the board as referred to in Article 5 of the Articles of Association.
- c. Parties to the CA: the employers' and employees' organisations that have entered into this collective agreement.
- d. Participant: the construction site employee who is a mandatory participant in the Time Savings Fund or the STA employee who voluntarily participates in the Time Savings Fund.
- e. The Collective Agreement: the Construction & Infrastructure collective agreement.
- f. Regulations: regulations as referred to in Article 8 of the Articles of Association.
- g. Construction & Infrastructure Technical Centre: the Stichting Technisch Bureau Bouw & Infra, having its registered office in Harderwijk.
- h. Time Savings Fund: the Fund referred to in Article 1.
- i. Implementing Organisation: APG Rechtenbeheer NV, having its registered office in Heerlen, as well as its legal successor(s).
- j. Employer: the employer as referred to in this collective agreement.
- k. Employee: the employee as referred to in this collective agreement.

### Article 3 - Objective

The objective of the Time Savings Fund is to manage the individual budget of Participants and to implement the savings hour model, such in accordance with the relevant provisions of the Collective Agreement and in accordance with the provisions to be laid down by the Regulations. The Time Savings Fund will pay out the balance to Participants in accordance with the terms to be determined by the Regulations.

### Article 4 - Resources

1. The Fund's financial resources consist of:
  - a. remittances by employers;
  - b. all funds obtained by inheritance, bequest, or gift, provided that all inheritances will be accepted under the benefit of inventory;
  - c. any other acquisitions and benefits.
2. In order to realise the objective, the Remittance amounts to be determined by the Parties to the CA will be paid by the Employer to the Time Savings Fund.
3. Investment income is used to fund implementation costs.
4. The Board decides on the allocation of possible revenues exceeding the total costs.
5. If in any financial year the income from the funds referred to in the first paragraph of this article is less than the total expenditure of the Fund, the deficit will be charged to the next financial year.
6. The remitted Deposits will be invested by the Board in such a way as to maximise returns and without incurring significant risk of permanent capital losses.

## Article 5 - Board

1. The Board of the Fund consists of 10 natural persons.
2. Bouwend Nederland appoints, suspends, and dismisses five Board members. These five Board members are referred to as the "Employers' Board members".
3. FNV appoints, suspends, and dismisses three Board members. CNV Vakmensen appoints, suspends, and dismisses two Board members. These five Board members are referred to as the "Employee's Board members".
4. The appointing organisations must submit a Certificate of Good Conduct to the Board for each newly appointed Board member.
5. The Board appoints two chairpersons from among its members: one from the Employers' side and one from the Employees' side. The chairpersons take turns to act as chairperson and second chairperson for the duration of one calendar year.
6. Board members are appointed for a period of three years and are eligible for unlimited reappointment. The Board will draw up a retirement schedule. This may be deviated from in unforeseen circumstances.
7. Interim vacancies will be filled as soon as possible.
8. In discharging their duties, Board members must act in the interests of the Fund and its affiliated organisation.
9. The organisation that has appointed a Board member in accordance with this article may suspend and dismiss the Board member it has appointed at any time.  
Membership of the Board also ends:
  - a. on the death of the Board member;
  - b. in case the Board member loses free control and free disposal of their assets;
  - c. in case of voluntary resignation by the Board member;
  - d. upon dismissal by the court.
10. Unless the law provides otherwise, the Board member will receive compensation for:
  - a. the reasonable costs of defending against claims relating to their acts or omissions in the performance of their duties as a member of the Board;
  - b. any damages or fines payable by them on account of any act or omission as referred to under (a.);
  - c. the reasonable costs of acting in other legal proceedings the Board member is involved in as a member or former member of the Board, with the exception of proceedings in which the Board member mainly asserts their own claim.
11. The Board member is not entitled to the compensation referred to above if and to the extent that:
  - a. a Dutch court has or will decide, by final and conclusive judgment, that the acts or omissions of the Board member can be characterised as being intentional or wilfully reckless, unless the law provides otherwise or unless this would be unacceptable in the given circumstances according to standards of reasonability and fairness; or
  - b. they did not inform the Fund in writing as soon as practicable of the circumstance that may lead to the costs or capital loss, or of the costs incurred or capital loss suffered; or
  - c. the Board member's costs or capital loss are covered by insurance and the insurer has compensated such costs or capital loss.
12. Reasonable costs and capital losses will be reimbursed by the Fund immediately upon receipt of invoices or any other document showing the reasonable costs incurred by or capital losses suffered by the Board member. If and to the extent that a Dutch court has established by final and conclusive judgment that the Board member is not entitled to the remuneration as referred to above, they are obliged to immediately repay the amounts paid by the Fund. The Fund may require the Board member to provide adequate security for this repayment obligation.



13. The Board member must follow the instructions from the Fund regarding the method of defence and coordinate the method of defence with the Fund in advance. Such coordination by the Board member with the Fund includes, but is not limited to, the cost of the Board member's legal representation and the court to which any lawsuit will be submitted. The Board member will not: (i) admit personal liability, (ii) waive their right to defence, and (iii) enter into a settlement, without the prior written consent of the Fund.
14. The Fund may take out liability insurance for the benefit of the Board member.
15. Board members do not receive any remuneration at the Fund's expense. The Board will make arrangements on attendance fees and reimbursement of travel and accommodation expenses.

#### **Article 6 - Board meetings**

1. Meetings of the Board will be held at the place specified in the notice. Notice of a meeting will be given subject to a notice period of at least five working days, not counting the day of the notice and that of the meeting. The agenda for Board meetings, with any annexes, is sent to the members by the Board secretariat.
2. Meetings of the Board may also be held by telephone or video conferencing, or by any other means of communication, provided that each participating Board member can be heard simultaneously by all others.
3. Meetings are presided over by the chairperson. If the latter is absent, the meeting will be presided over by the second chairperson. If they are absent, the Board members present will appoint a president from among themselves.  
Minutes will be kept of the deliberations and decisions made in the meeting of the Board, which will have to be adopted at the next meeting.
4. No decisions may be taken at a meeting of the Board unless at least four Board members are present, two of whom must be Employers' Board members and two must be Employees' Board members.
5. Each Board member has one vote at a meeting. A resolution will only be passed if the majority of votes cast are in favour of the proposal in question among both the Employers' and Employees' Board member categories.
6. If the votes are tied, the decision will be postponed until the next meeting. If votes are again tied at that meeting, the proposal will be deemed to have been rejected.
7. The Board may decide on the attendance of third parties at Board meetings.
8. A Board member will not participate in deliberations and decision-making if they have a direct or indirect personal interest in doing so that conflicts with the interests of the Fund and its affiliated organisation. Where this would prevent a Board decision from being taken, the decision will nevertheless be taken by the Board, while a written record of the considerations underlying the decision will be drawn up.
9. In the event of the absence or inability to act of one or more Board members, the remaining Board member(s) will be in charge of the entire management. In the event of the absence or inability to act of all Board members or of the sole Board member, the Fund will be temporarily managed by a person to be appointed by the Board. When a Board member ceases to hold office, they are deemed absent. In these Articles of Association, inability to act in any case means the circumstance that a Board member is unavailable for a period of more than seven days due to illness or other causes.
10. Exceptionally, in urgent cases or in cases where there is no doubt, provisional decisions and measures may be taken jointly by the two chairpersons, which are to be submitted for ratification at the next meeting of the Board.

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

1. The Board is responsible for managing the affairs of the Fund, administering its assets, as well as collecting funds and effecting payments. The Board is authorised, subject to the provisions of these Articles of Association, to perform all legal acts, including deciding to enter into agreements:
  - a. to acquire, dispose of, or encumber property subject to registration;
  - b. by which the Fund commits itself as surety or as joint and several co-debtor;
  - c. by which the Fund guarantees performance by a third party;
  - d. by which the Fund undertakes to provide security for the debt of a third party.
2. The Board is in charge of managing the fund assets.
3. Management expenses relating to a financial year are charged to the statement of income and expenditure for that financial year.
4. The Fund is represented by the Board or by the two chairpersons jointly.

### **Article 8 - Regulations**

1. The Board may adopt one or more Regulations for the performance of its duties.
2. The Regulations may not contain provisions contrary to these Articles of Association.

### **Article 9 - Mandate**

The Board may delegate explicitly defined powers to the Construction & Infrastructure Technical Centre or to the administrative organisation and/or to joint committees appointed by the Board, be they comprised of its own members or otherwise, in which case permission may be granted, according to guidelines to be set by the Board, to transfer some of these powers to the Construction & Infrastructure Technical Centre or the relevant operating companies of APG Groep NV. Mandated powers are exercised under the supervision and responsibility of the Board.

### **Article 10 - Secretariat and administration**

1. The Board is assisted by the Construction & Infrastructure Technical Centre in carrying out its duties.
2. The records are kept by the Implementing Organisation under the responsibility of the Board.
3. The order to the Implementing Organisation to keep the records must be issued in writing.

### **Article 11 - Spending of funds**

1. The funds will be spent on the Fund's stated objectives. Investments will be made by the Board in such a way that:
  - a. a reasonable spread by nature and risk of assets and interests is realised;
  - b. optimal efficiency is realised;
  - c. no significant risk of permanent capital losses exists.
2. Property belonging to the Fund, if not held at its offices, shall be deposited with an institution registered under the Credit System (Supervision) Act.

### **Article 12 - Budget**

1. Prior to each financial year, the Board adopts a budget for the next financial year.
2. The budget is classified and specified according to the spending objectives defined in Article 3 of the Articles of the Association. Part of this budget is an estimate of investment income and implementation costs.
3. The budget is available on request to Employers and Employees participating in the Fund.

### **Article 13 - Annual accounts**

1. The financial year of the Fund is equal to the calendar year.
2. The Board of the Fund prepares annual financial statements that provide a true and fair view of the size and composition of the Fund's assets and their development during the financial year and a directors' report in which the Board accounts for its policy.
3. The annual accounts must be itemised in accordance with the spending objectives defined in Article 3 of the Articles of Association and provided with an audit report by a chartered accountant or accountancy consultant with certification authority, which must show that the expenses were made in accordance with the spending objectives defined in Article 3 of the Articles of Association.
4. The annual accounts, the directors' report, and the audit report will be made available for inspection by the Employers and Employees participating in the Fund at the offices of the Fund and at one or more places to be designated by the Minister of Social Affairs and Employment.
5. The annual accounts, the directors' report, and the audit report are sent to the Employers and Employees participating in the Fund upon request (and upon 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 appointing the Fund's Board members, as referred to in Article 5.
2. The amendment of the Articles of Association must be effected by notarial instrument. Each Board member is authorised to execute that notarial instrument.
3. An authentic copy of the amendment and the amended Articles of Association are to be filed at the offices of the Trade Register.
4. The Regulations, as well as any 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 thereto, signed by the Board, has been made available for inspection by anyone at the registry of the court in the district in which the Fund has its registered office.

### **Article 15 - Dissolution and liquidation**

1. The Fund may be dissolved by a resolution of the Board.
2. In the event of dissolution, the Board is responsible for carrying out the liquidation and all related matters, including the allocation of any surplus.
3. Any surplus should be allocated to an objective that is as close as possible to the objective of the Fund, taking into account the sources giving rise to the surplus and their intentions when paying the funds, insofar as is possible.

### **Article 16 - Unforeseen cases**

In all cases not provided for either by law or by these Articles of Association or the Fund's Regulations, the Board will have authority to make a decision.

## Annexe 4.2 Regulations

### Article 1 - Definitions

These Regulations must be deemed to include the definitions provided in Article 2 of the Articles of Association. In addition, the following terms will have the following meaning:

1. Payment Period: the period of four weeks or one calendar month for which the Employer pays the Employee the agreed fixed wage or salary, as well as the allowances and supplements to which the Employee is entitled.
2. Partial Deposit: 55% of the Full Deposit.
3. Wage: the agreed fixed wage for construction site employees.
4. Salary: the fixed gross amount agreed between the STA employee and the Employer that the STA employee receives from the Employer as salary for the work performed in their job. This amount is exclusive of holiday allowance, fixed and/or variable bonuses, year-end bonuses, lump-sum payments, and all other allowances.
5. Time Savings Account: the account opened in the name of the Participant with the Implementing Organisation for the purpose of Deposits to and payments made by the Time Savings Fund.
6. Full Deposit: the full Remittances per Payment Period of four weeks or one month.

### Article 2 - Determination of Remittance: Days

1. Construction site employees have 5 holidays in excess of the statutory minimum, 10 scheduled days off, and 3 short-term absence days paid for into the Time Savings Fund per year.
2. STA employees who has expressed the wish to participate in the Time Savings Fund have 5 holidays in excess of the statutory minimum, 5 scheduled days off, and 3 short-term absence days paid for into the Time Savings Fund per year.
3. Construction site employees aged 55 or over who make use of the option to work a four-day working week, only 3 short-term absence days are paid for into the Time Savings Fund per year. However, they also may have the 5 holidays in excess of the statutory minimum and 10 scheduled days off paid for into the Time Savings Fund.
4. STA employees aged 55 or over who make use of the option to work a four-day working week may still choose to participate in the Time Savings Fund. In their case, only 3 short-term absence days are paid for into the Time Savings Fund per year. However, they also may have the 5 holidays in excess of the statutory minimum and 5 scheduled days off paid for into the Time Savings Fund.
5. The Remittance for the Days component is calculated using the following formula:

$$\frac{HW \times 8 \times RD}{PP}$$

HW = the agreed fixed wage per hour, plus the results of a performance-promoting system, the shift work allowance, the teaching allowance, the foreman allowance, the allowance for shifted infrastructure work hours, as well as any allowances and bonuses, provided that these constitute wages as referred to in Section 7:639 of the Civil Code; for STA employees, the monthly salary as referred to in Section 7:639 of the Civil Code must be converted back into an hourly salary.

RD = the relevant Participant's annualised total of holidays, short-term absence days, and scheduled days off, the monetary value of which is paid into the Time Savings Fund. The number of days to be counted for employees aged 55 and over who work a four-day

working week under the provisions of section 6.5 of the collective agreement is based on a full working week of five days.

PP = the number of Payment Periods per year (12 or 13).

### **Article 3 - Determination of Remittance: Holiday Allowance**

1. A holiday allowance of 8% is annually paid into the Time Savings Fund for each Participant.
2. The Remittance for the Holiday Allowance component is calculated by increasing the agreed fixed wage or salary per Payment Period by the amount of the Remittance for the Days component for the same Payment Period and then multiplying that amount by 8%.

### **Article 4 - Determination of Remittance: Sustainable Employability**

1. The Remittance for the Sustainable Employability component is calculated using the following formula:

$$\frac{HW \times 8 \times 260 \times \%}{PP}$$

HW = agreed fixed wage per hour; for STA employees, the monthly salary must be converted back into an hourly salary.

% = 4.36% for construction site employees. 2.05% for STA employees.

No Remittance for the Sustainable Employability component is paid for apprentices, as this amount is included in their gross wages.

PP = the number of Payment Periods per year (12 or 13).

In the case of employees working part-time, the part-time factor must be applied to the result of this formula. This does not apply to employees aged 55 and over who work a four-day working week under the provisions of section 6.5 of the collective agreement.

2. The Remittance for the Sustainable Employability component must in all cases be a Full Deposit.

### **Article 5 - Determination of Remittance: Saved Hours**

1. The Remittance for the Saved Hours component for construction site employees is calculated by applying the following four calculation rules:
  - overtime hours: number of overtime hours x (agreed fixed hourly wage + overtime bonus);
  - travel hours: number of travel hours x guaranteed hourly wage. The maximum is the guaranteed hourly wage of group A as listed Table 4.2 of the collective agreement;
  - holiday allowance: accrued saved hours x agreed fixed hourly wage x 8%.The result of the first two calculations together constitute the Remittance for the Saved Hours component. The holiday allowance for the saved hours is deposited together with the regular holiday allowance.
2. The Remittance for the Saved Hours component must in all cases be a Full Deposit.

### **Article 6 - Method of Remittance**

1. The Participant can opt for a Full or Partial Deposit. This does not apply to the Remittance of the Saved Hours and Sustainable Employability components. The Remittance for the Saved Hours component must in all cases be a Partial Deposit and the Remittance of the Sustainable Employability component must in all cases be a Full Deposit.

2. The Remittances for the Days, Holiday Allowance, Sustainable Employability, and Saved Hours components are calculated separately by the Employer and transferred to the Employee's Time Savings Account within 14 days after the end of each Payment Period.
3. When making the Remittance, the Employer must state the Payment Period the Remittance relates to. The Implementing Organisation will adopt this period and name it when depositing it in the Employee's account. The Employer is not allowed to aggregate Payment Periods.
4. Remittances are subject to the same levies as wage or salary payments under employment contracts. The levies on the Remittances are deducted from the wage or salary payment by the Employer. The amounts payable from the Time Savings Fund to the Participant are net amounts.
5. If payment has not been made on time, the Employer is in default. The Board is authorised to claim interest on overdue payments from the date of default. This interest is equal to the statutory interest rate.

#### **Article 7 - Pay-out**

1. The deposited Remittances are freely withdrawable.
2. The Employee can make interim withdrawals from their account with the Time Savings Fund. At the Participant's request, deposited Remittances will be paid to them by the Implementing Organisation. They must instruct for this to happen via a FNV or CNV Vakmensen trade union consultant.
3. The STA employee's deposited Remittances are paid to them on an interim basis, such upon an internet application having been received ([www.bter-bouw.nl/tijdspaarfonds](http://www.bter-bouw.nl/tijdspaarfonds)) from the Implementing Organisation.
4. Payment is made to the Employee's bank account number as known to the Implementing Organisation.
5. The deposited Remittances for the Holiday Allowance and Days components not taken in the interim will be paid to the Employee by the Implementing Organisation in the month of May of each calendar year, without an application having to be submitted. However, the Participant can indicate by internet ([www.bter-bouw.nl/tijdspaarfonds](http://www.bter-bouw.nl/tijdspaarfonds)) that they want to leave the money in the Time Savings Account.

#### **Article 8 - Administrative data**

1. Upon request, the Employer will provide the Implementing Organisation with all data necessary to administer Remittances in the Participant's name.
2. The Implementing Organisation instructs the Employer well in time on when and how the data should be submitted and how payment should be made via the internet ([www.bter-bouw.nl/tijdspaarfonds](http://www.bter-bouw.nl/tijdspaarfonds)).

#### **Article 9 - Provision of information**

1. The Employer and Participant are obliged to provide the Board or a person of the Implementing Organisation holding written proxy with all statements and information they require for the proper administration of the Time Savings Fund.
2. The Time Savings Fund will make data related to a Participant's Time Savings Account available to each Participant via a secure internet application.

#### **Article 10 - Hardship clause**

If the provisions of these Regulations lead to unforeseen or unintended consequences in individual cases or categories of cases, the Board may take a different decision that meets the objectives of these Regulations.

**Article 11 - Final provisions**

In order to ensure the efficient operation of the Time Savings Fund, further Regulations may be issued by the Board, such in accordance with the provisions of the Articles of Association and these Regulations.

## **Annexe 5. Internship schemes**

<a href="#">Annexe 5.1</a>	<a href="#">Construction, Housing, and Maintenance Assistant scheme</a>
<a href="#">Annexe 5.2</a>	<a href="#">Construction &amp; Infrastructure Sector Internship scheme</a>



## **Annexe 5.1 Construction, Housing, and Maintenance Assistant scheme**

Valid from 1 April 2022 through 31 July 2023

The Construction, Housing, and Maintenance Assistant training course is a level 1 course in the qualification structure of secondary vocational education and can be followed as part of both the pre-vocational training pathway (BOL 1) and under block or day release (BBL 1).

### **Intern status**

The Construction, Housing, and Maintenance Assistant following the BBL 1 and BOL 1 programme has the status of an intern and is not an employee as referred to in the (BTER) Construction & Infrastructure CA.

The parties to the CA have opted for this status, as the productivity level of the Construction, Housing, and Maintenance Assistant is differentiated and their activities should be emphasised on learning. Having the Construction, Housing, and Maintenance Assistant apply and obtained the professional requirement should be the main focus during the practical occupational training days.

### **Elaboration on training, legal status, and remuneration**

The scheme is partly grafted onto the Construction & Infrastructure CA and, where necessary, the relevant provisions tie in with those of the Construction & Infrastructure Internship scheme. The parties to the CA in this connection decided to regulate the legal status and remuneration of the Construction, Housing, and Maintenance Assistant intern as follows.

#### **Intern following BBL 1**

- The Construction, Housing, and Maintenance Assistant will have the status of intern.
- The remuneration for the intern consists of an allowance for work clothes, tools, and travel expenses in accordance with the applicable Construction & Infrastructure CA, supplemented by an internship allowance. Both are paid by the internship provider.
- The internship allowance is a fixed monthly amount of €300 gross.
- The intern will enjoy paid time off during public holidays generally recognised in the Netherlands, on days when the work placement company has scheduled days off, and during any collective company closure periods in winter, insofar as these days fall within the practical occupational training programme. The intern will enjoy time off without pay during the summer closure of the work placement company.

#### **Intern following BOL 1**

- The Construction, Housing, and Maintenance Assistant will have the status of intern.
- The remuneration for the intern consists of an allowance for work clothing, tools and travel expenses during practical occupational training in accordance with the applicable Construction & Infrastructure CA, supplemented by an internship allowance. Both are paid by the internship provider.
- The internship allowance has been made dependent on the number of practical occupational training days (BPV days). The internship allowance is payable by BPV day instead of by month, in order to respond to the expected variation in volume of practical occupational training (maximum of 59%). The amount is €19.33 gross per BPV day, with a maximum of 15 BPV days per month.
- The intern will enjoy paid time off during public holidays generally recognised in the Netherlands and time off without pay when the company is closed due to company holidays and scheduled days off, insofar as applicable at the work placement company.

### **Internship provider**

- The internship provider is the joint training centre or individual work placement company that holds the practical training contract.
- The joint training centre places the intern with a hiring work placement company.
- The joint training centre may charge an hourly rate to hiring work placement companies for BPV days spent there in compensation of the costs resulting from the payment of the internship fee to the intern. As a guideline, this rate amounts to between €4.54 and €5.68 per hour.

### **SCC certificate**

If the internship provider requires the intern following BOL 1 to hold an SCC certificate, this will be laid down in the internship agreement. In this case, the internship provider will enable this intern to obtain the SCC certificate, the internship provider paying the costs. This must also be laid down in the internship agreement.

### **Payroll taxes, withholdings, company schemes**

- The intern does not have an employment contract as referred to in the Civil Code. However, for tax purposes they do work in fictitious employment. The internship provider is liable to withhold tax on the gross remuneration. The internship provider must withhold payroll taxes on the remuneration. Since the intern generally will not exceed the tax-free threshold, the payroll taxes paid can be reclaimed via a tax return.
- The intern does not participate in company schemes; no withholdings in respect of these schemes thus take place.

### **Employee insurance obligation**

- The internship provider must withhold and pay the income-related healthcare insurance contribution for the intern.
- The intern is insured under the Sickness Act and Disablement Assistance Act for Handicapped Young Persons. In case of sickness, the intern is entitled to sick pay under the safety net provisions of the Sickness Act. In case of incapacity for work, they can apply for a benefit under the Disablement Assistance Act for Handicapped Young Persons.
- The intern is not insured under the Unemployment Insurance Act and the Work and Income (Capacity for Work) Act. The internship provider and intern do not have to pay any contributions under the Unemployment Insurance Act and the Work and Income (Capacity for Work) Act.

### **Accident liability**

- Every employer can be held liable for industrial accidents. The internship provider has usually taken out insurance to cover such liability. Information on liability and accident insurance is provided by insurance brokers and/or industry associations.
- It is recommended that the intern, as an individual, be covered by third-party insurance themselves. If the intern is 18 years or older, inclusion in a family policy is usually no longer adequate.
- With respect to accidents, the intern can apply for the collective accident scheme, which is part of the BTER Construction & Infrastructure CA.

### **Introduction**

The work placement company is obliged to properly introduce the intern. This includes: introduction to the work, information on the nature and duration of the object and the tasks to be performed by the intern; information on safety, health, and hygiene facilities.

**Internship quality assurance**

The internship provider enables the intern to achieve the training objectives. The internship provider will in this context inter alia enable the intern to attend classes at the regional training centre and to sit exams.

All companies wishing to train an intern must be recognised as an work placement company, even when hiring an intern via a joint training centre. In case of questions on the accreditation of work placement companies, please contact the Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB): [www.s-bb.nl](http://www.s-bb.nl).

**Internship agreement and practical training contract**

Clear agreements should be made between the internship provider, the intern, and the regional training centre about the duration of the internship.

If a situation arises forcing the practical training contract to be broken, reference is made to the fourth paragraph of section 6.1.2 of the Construction & Infrastructure CA

## Annexe 5.2 Construction & Infrastructure Sector Internship scheme

Valid from 1 April 2022 through 31 July 2023

Bouwend Nederland is issuing guidelines for interns for the 2021/2023 academic years. This is done on the advice of the Construction & Infrastructure Internships Committee, in which the following organisations are represented:

- Bouwend Nederland, the association of construction and infrastructure companies
- BouwTalent, foundation for secondary and tertiary vocational students, active throughout the construction industry
- BNA, Royal Society for the Advancement of Architecture by Dutch Architects
- Vereniging Stadswerk Nederland, association of physical living environment professionals
- NLIingenieurs, trade association of consultancy, management, and engineering firms
- Rijkswaterstaat, executive agency of the Ministry of Transport, Public Works and Water Management
- Netherlands Association of Universities of Applied Sciences, the interest group of universities of applied sciences
- Delft University of Technology and University of Twente

### 1. Scope

The following persons are deemed interns to whom the Construction & Infrastructure Sector Internship scheme apply:

- they studies at a regional training centre (BOL 2 through BOL 4), a university of applied sciences with a technical study programme, a university of technology, or a similar educational institution abroad,
- they, as part of his training, spend a period of practical work in the construction & infrastructure sector, and
- they are active in research, design, supervision, execution, work preparation and/or management & maintenance.

**Not** covered by the scope of this internship scheme are the construction, housing, and maintenance assistant (the Construction, Housing, and Maintenance Assistant scheme applies to this BOL 1 and BBL 1 study programme), prevocational secondary education occupational training pathways, holiday work, and traineeships of students at Dutch educational institutions performing traineeships abroad.

### 2. Definitions

**Internship:** The internship is part of the learning process, with practical learning taking place under the ultimate didactic responsibility of the educational institution. The student must be enrolled at a recognised educational institution.

**Graduation:** In response to requests from the field, the Construction & Infrastructure Internships Committee believed it should issue a guideline on compensation for graduation expenses. The amount of compensation depends on the extent to which the company and student make use of each other's expertise, set against the company's efforts to have the student successfully complete the graduation assignment.

The committee distinguishes the following three situations:

- The student carries out an assignment formulated beforehand within the company as part of the learning process; the company solely serves as a practical environment. A best-efforts obligation exists, but no result is guaranteed. The compensation is a gross monthly payment.

- At the invitation of the company, for example as a follow-up to a previous internship performed at that company, the student conducts further research on a business-relevant topic. The recommended compensation is equal to the set gross fee per month.
- The company invites the educational institution to carry out a graduation project focusing on a business topic; several students may also be invited for this purpose. A performance contract is concluded between the company and the school for this purpose, and the compensation paid to the student(s) depends on their actual operations and is regulated in the contract.

### 3. **Remuneration**

The intern should not be remunerated for the work performed as part of the internship; the intern will only receive an allowance for the additional costs arising from the internship.

Interns do not have an employment contract within the meaning of the Civil Code; however, for tax purposes, they do work in fictitious employment. The recommended allowances amount to €400 gross per month for secondary vocation education interns and to €550 per month for tertiary vocational education and university-level interns, or to gross €92.31 and €126.92 per week, respectively; the internship provider is liable to withhold taxes on these amounts.

It is recommended that no allowance is paid for internships with a consecutive duration of less than eight (8) weeks. The internship providers should not, within the framework of the Construction & Infrastructure Sector Internship scheme, pay compensation to educational institutions for providing interns (except in the case of performance contracts in the context of graduation).

Students from abroad doing their internship in the Netherlands may be subject to different rules regarding their tax position and social insurance. Students from non-EU countries must hold a COSPA Internship Agreement. This covers liability and accident insurance. This document should be present in the records of the internship providing company for the purpose of inspections by the Inspectorate SZW. Refer to [www.nuffic.nl](http://www.nuffic.nl)

### 4. **Travel allowance**

In case the intern regularly travels to and from the internship site with the consent of the internship provider, the travel expenses incurred for this purpose may be reimbursed according to the regulations in force within the internship provider's company. This reimbursement by the internship provider does not apply when another arrangement already provides for it. Students who do not have an annual public transport pass, including foreign students, will receive a travel allowance in line with industry usage.

### 5. **Housing allowance**

If the internship is worked in a place where the person concerned incurs (additional) housing costs, the internship provider may provide the intern with an additional allowance to cover the expenses.

### 6. **SCC certificate**

In case

- the internship provider is an employer within the meaning of the Construction & Infrastructure CA,
- the intern is studying at a regional training centre (BOL 2 through BOL 4) and is following a course in the domain:

- Construction and infrastructure,
- Finishing, wood, and maintenance, or
- Engineering and processing industry, and
- the internship provider requires the intern to hold an SCC certificate, this internship provider will enable this intern to obtain the SCC certificate, the internship provider paying the costs. This must be laid down in the internship agreement.

7. **Payroll taxes and company schemes**

Payroll taxes.

The internship provider must withhold payroll taxes on the remuneration.

Since the intern generally will not exceed the tax-free threshold, the undue payroll taxes paid can be reclaimed via a tax return.

Company schemes.

Interns do not participate in company schemes (except for the collective accident scheme under the BTER Construction & Infrastructure collective agreement). No withholdings therefore take place. The intern does not receive holiday allowance and does not accrue holiday rights and holiday days.

8. **Interns and social insurance obligations**

Social insurance contributions.

Healthcare Insurance Act contributions are due on that part of the allowance that qualifies as wage subject to social insurance contributions. No contributions under the Unemployment Insurance Act and the Work and Income (Capacity for Work) Act are due.

Unemployment Insurance Act and the Work and Income (Capacity for Work) Act.

Interns are not compulsorily insured under the Unemployment Insurance Act and the Work and Income (Capacity for Work) Act. In case of incapacity for work, they can apply for a benefit under the Disablement Assistance Act for Handicapped Young Persons.

Healthcare Insurance Act.

The intern is compulsorily self-insured under the Healthcare Insurance Act to cover medical expenses. However, the intern must register with a health insurance company themselves. The internship provider includes the income-related contribution under the Healthcare Insurance Act in the wage statement. In addition to that contribution, a nominal premium must be paid under the Healthcare Insurance Act. This is a fixed amount per month that the intern has to pay to the health insurer themselves. Persons under the age of 18 do not have to pay a nominal premium.

9. **Accident liability**

Internship provider.

Every employer can be held liable for industrial accidents. The internship provider has usually taken out insurance to cover such liability. Companies can refuse to have interns who do not hold an SCC certificate work on high-risk construction and infrastructure works. The requirements under Section 1(2) of the Working Conditions Act applicable to interns are identical as those applicable to other employees.

Intern.

Interns should themselves check whether the internship provider and/or educational institution has taken out accident insurance for them. It is recommended that the intern, as a private individual, takes out their third-party insurance; inclusion in a family policy is usually no longer adequate when the intern is 18 or older.

Collective accident scheme.

Interns working for a construction contractor are covered by the collective accident scheme under the BTER Construction & Infrastructure collective agreement.

10. **Working conditions**

Pursuant to Section 1(2) of the Working Conditions Act, the internship provider is considered an employer. In this Act and the provisions based thereon, the following terms have the following meaning:

- Employer: a person who, without being an employer or employee within the meaning of subsection (1), causes another person to perform work under their authority;
- Employee: the other person referred to under (a), excluding the person who performs work as a volunteer.

In case of questions on the accreditation of work placement companies, please contact the Vollandis foundation: [www.vollandis.nl](http://www.vollandis.nl), 0341 - 499299.

11. **Internship quality assurance**

The internship provider enables the intern to achieve the training objectives. Internship providers within secondary vocational education must be accredited. In case of questions on the accreditation of work placement companies, please contact the Cooperation Organisation for Vocational Education, Training and the Labour Market (SBB): [www.sbb.nl](http://www.sbb.nl).

12. **Leave**

The intern will enjoy paid time off: during public holidays generally recognised in the Netherlands.

Time off without pay: when the company is closed due to company holidays and scheduled days off set by the company. Company holidays, scheduled days off, and days lost do not count as internship time, unless substitute activities are available as part of the internship.

Special and other leave should be arranged by the intern in consultation with the internship provider and (if this is usual) with the internship coordinator.

13. **Additional agreements**

The internship agreement signed by the internship provider, the educational institution, and the intern may contain additional agreements on handling confidential company information and early termination of the internship.

Zoetermeer, March 2022

**Construction & Infrastructure Internships Committee**

Bouwend Nederland

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## **Annexe 6. Employment contract under foreign law**

[Annexe 6.1 Introduction](#)

[Annexe 6.2 Applicable collective agreement provisions](#)

[Annexe 6.3 Derogating guaranteed wages for construction site employees](#)



## **Annexe 6.1 Introduction**

### **6.1.1 Applicability of this Annexe**

- This Annexe applies if such follows from the provisions of section 10.4.1 of this collective agreement.

### **6.1.2 Reading guide**

- The applicable collective agreement provisions are listed in the column 'applicable collective agreement provisions' of Annexe 6.2. They apply in full unless the 'text adjustments' column indicates that parts of them do not apply or apply in a modified form.

## Annexe 6.2 Applicable collective agreement provisions

applicable collective agreement provisions	title / subject	text adjustments
1.2	Job classification	<ul style="list-style-type: none"> <li>- 1.2.1: Add to the first paragraph: 'The employer does this on the basis of the work the employee is to perform in the Netherlands.'</li> <li>- 1.2.2: The second paragraph is replaced by the following: 'The employer classifies the employee on the basis of the work the employee is to perform in the Netherlands. In doing so, it will adhere to the procedure set out in Annexe 1.3. Instead of steps 6 and 7 of the instructions for use set out in that annexe, the following applies: Step 6: Compare the minimum of this scale with the employee's current salary and award the highest salary. Step 7: Communicate your decision to the employee.'</li> <li>- 1.2.3: Deleted.</li> <li>- 1.2.4: Deleted.</li> </ul>
1.7	Settlement on termination of the employment contract	<ul style="list-style-type: none"> <li>- Table 1.7: The 'improving labour market position' line is deleted.</li> <li>- 1.7.1: The second paragraph is deleted.</li> <li>- 1.7.2: This provision is replaced by the following: 'Exception for the settlement of scheduled days off: scheduled days off taken in excess may be settled (a) if the employee resigns on their own volition, or (b) in case of resignation on the grounds of seriously culpable behaviour by the employee.'</li> <li>- 1.7.3: Deleted.</li> </ul>
2.2	Basic scheme and framework scheme	<ul style="list-style-type: none"> <li>- References to the saved hour model are deleted.</li> <li>- If the hiring employer applies a framework scheme, it also applies to the employee.</li> </ul>
2.3	Framework scheme: additional conditions	<ul style="list-style-type: none"> <li>- 2.3.1: 'participation body' is replaced by: 'body allowing all employees of the employer to have a say'.</li> </ul>
2.4	Shifted infrastructure work hours	
2.5	Maintenance work on Saturdays	
2.6	Shift work	
2.7	On-call duty	
2.8	Overtime	<ul style="list-style-type: none"> <li>- 2.8.1: The last sentence of the first paragraph is deleted.</li> </ul>
3.1	Holidays	<ul style="list-style-type: none"> <li>- 3.1.2: The last sentence of the first paragraph is deleted.</li> </ul>
3.2	Scheduled time off	<ul style="list-style-type: none"> <li>- Table 3.2: The columns under 'method of payment' are deleted. Payment for scheduled time off taken is effected exclusively as part of the wage/salary.</li> <li>- 3.2.2: The last sentence is deleted.</li> <li>- 3.2.3: In the second paragraph, 'employees' refers to 'employees of the hiring employer'.</li> </ul>
3.3	Additional scheduled time off for older employees (transitional scheme)	<ul style="list-style-type: none"> <li>- 3.3.2: The second paragraph is deleted.</li> </ul>
3.4	Holidays	

applicable collective agreement provisions	title / subject	text adjustments
3.6	Short-term absence	<ul style="list-style-type: none"> <li>- Introductory sentence: Replaced by 'In the events referred to in sections 3.6.1 to 3.6.3, the employee is entitled to paid leave for a total of up to 24 hours per calendar year. The employer pays the agreed fixed wage or salary for these hours.'</li> <li>- 3.6.1 through 3.6.3: 'Unpaid leave' becomes 'paid leave'.</li> <li>- 3.6.4: The first paragraph is deleted.</li> <li>- 3.6.5: Deleted.</li> <li>- 3.6.6: Deleted.</li> </ul>
4.2	Guaranteed wage 21 years or older	<ul style="list-style-type: none"> <li>- 4.2.2: The first paragraph is replaced by 'If the construction site employee is pursuing vocational training in the construction &amp; infrastructure sector, Table 6.3.2 of Annexe 6.3 applies.'</li> </ul>
4.3	Guaranteed wage 16-20 years	<ul style="list-style-type: none"> <li>- Table 6.3.1 of Annexe 6.3 applies instead of section 4.3.</li> </ul>
4.4	Guaranteed wage apprentice	<ul style="list-style-type: none"> <li>- Table 6.3.2 of Annexe 6.3 applies instead of section 4.4.</li> </ul>
4.5	Starting table for construction site employees	<ul style="list-style-type: none"> <li>- 4.5.1: The second paragraph is replaced by 'Exception: the starting table does not apply when pursuing a vocational training course in the construction &amp; infrastructure sector or after obtaining a diploma for that course.'</li> <li>- 4.5.2: In the first paragraph, 'Table 4.3' is replaced by 'Table 6.3.1 of Annexe 6.3'.</li> </ul>
4.6	Performance bonus	
4.7	Wage payment rules	<ul style="list-style-type: none"> <li>- 4.7.2, second paragraph: The second and third indents are deleted.</li> <li>- 4.7.2: The third paragraph, third indent, is deleted.</li> </ul>
4.8 through 4.11.	Salary of STA employees	
4.12	Wage and salary raises	
4.13	Holiday allowance	<ul style="list-style-type: none"> <li>- 4.13.1, first paragraph: The following sentence is added 'Payment is made per payment period.'</li> <li>- 4.13.1: The third paragraph is deleted.</li> </ul>
5.1	Professional driver	
5.2	On-call duty	
5.3	Special hours	
5.5	Hand tools	
5.7	Overtime	
5.8	Shift work	
5.9	Travel expenses	<ul style="list-style-type: none"> <li>- 'Commuting' as referred to in sections 5.9.1 and 5.9.2 means travelling from the temporary residence in the Netherlands to work and back again.</li> <li>- 5.9.4: The second paragraph, second indent, is deleted.</li> </ul>
5.10	Travel hours	<ul style="list-style-type: none"> <li>- 'Home' as referred to in section 5.10 means the temporary residence in the Netherlands. 'Home municipality' means the Dutch municipality where the employee temporarily resides.</li> </ul>
5.11	Stonework and revetting	

applicable collective agreement provisions	title / subject	text adjustments
5.13	Remote works	<ul style="list-style-type: none"> <li>- 5.13.2: The travel time allowance does not apply to travelling once a week from home to work and back.</li> <li>- 5.13.6: Deleted.</li> <li>- 5.13.7: Deleted.</li> </ul>
5.15	Shifted infrastructure work hours	
5.16	Foreman	- 5.16.1: The fourth paragraph is deleted.
5.17	Workwear	
7.2	Company occupational health and safety and absence policy	<ul style="list-style-type: none"> <li>- 7.2.1 through 7.2.5: Deleted.</li> <li>- 7.2.6: In the first paragraph, 'the law and/or the collective agreement' is replaced by 'the law'.</li> </ul>
7.3	Working conditions on the construction site	<ul style="list-style-type: none"> <li>- 7.3.6: The second and third paragraphs are replaced by: <ul style="list-style-type: none"> <li>▪ Employees aged 18 or 19 may only work independently as a crane operator and driver, as referred to in the above, if they: <ul style="list-style-type: none"> <li>- are in training for or have obtained the machinist certificate, and</li> <li>- work under the supervision of a site manager or an employee aged 22 or over working the same job.</li> </ul> </li> <li>▪ Employees aged 20 or 21 may only work independently as a crane operator and driver, as referred to in the above, if they hold a machinist certificate.</li> </ul> </li> </ul>
10.1	Definitions and terms	
10.11	Compliance investigation	
10.13.4	Terminology and principles	

## Annexe 6.3 Derogating guaranteed wages for construction site employees

### 6.3.1 Guaranteed wage for construction site employees aged 16-20

**Table 6.3.1 Guaranteed wage construction site employee 16-20 years (euros per hour)**

age	vocational training in the construction & infrastructure sector?	1/1/2023 (period 1)	1/7/2023 (period 7)
16	no diploma	6.13	6.28
17	no diploma	6.91	7.08
	diploma obtained	8.94	9.16
18	no diploma	8.43	8.64
	diploma obtained	10.56	10.82
19	no diploma	9.96	10.21
	diploma obtained	12.19	12.49
20	no diploma	11.50	11.79
	diploma obtained	14.22	14.58

\* This table replaces 4.3 of the collective agreement.

### 6.3.2 Guaranteed wage apprentice

**Table 6.3.2 Guaranteed wage of apprentices pursuing vocational training in the construction & infrastructure sector (euros per hour)\***

age	1/1/2023 (period 1)	1/7/2023 (period 7)
16	5.08	5.21
17	5.86	6.01
18	6.73	6.90
19	7.79	7.98
20	9.14	9.37
21 or older	13.27	13.60

\* This table replaces 4.4 of the collective agreement.

## **Annexe 7. Agency work**

[Annexe 7.1 Introduction](#)

[Annexe 7.2 Applicable collective agreement provisions](#)

[Annexe 7.3 Derogating guaranteed wages for agency workers working a construction site job and having concluded an](#)

## Annex 7.1 Introduction

### 7.1.1 Applicability of this Annexe

- Pursuant to the first paragraph, second indent, of section 10.6.3 of this collective agreement, this annexe applies to agency workers holding an employment contract the ABU Collective Labour Agreement for Temporary Workers or the NBBU Collective Labour Agreement for Temporary Workers apply to.
- Pursuant to the sixth paragraph of section 10.4.1 of this collective agreement, this annexe applies to agency workers holding an employment contract under foreign law the ABU Collective Labour Agreement for Temporary Workers applies to.
- Section 10.4.1 (except for its sixth paragraph) of this collective agreement applies instead of this annexe to agency workers holding an employment contract under foreign law this Construction & Infrastructure collective agreement applies to.

### 7.1.2 Reading guide

- The applicable collective agreement provisions are listed in the column 'applicable collective agreement provisions' of Annexe 7.2. They apply in full unless the 'text adjustments' column indicates that parts of them do not apply or apply in a modified form.
- Because these provisions relate to temporary work, the following collective agreement terms have a different meaning, unless otherwise indicated:
  - 'the employee' becomes 'the agency worker';
  - 'the construction site employee' becomes 'the agency worker working a construction site job';
  - 'the STA employee' becomes 'the agency worker working an STA job';
  - 'The employer' becomes 'the hiring employer'.

## Annexe 7.2 Applicable collective agreement provisions

applicable collective agreement provisions	title / subject	text adjustments
1.2	Job classification	<ul style="list-style-type: none"> <li>- 'The employer' here means 'the temporary employment agency'.</li> <li>- 1.2.2: The last paragraph is deleted.</li> <li>- 1.2.3: Deleted.</li> <li>- 1.2.4: Deleted.</li> </ul>
1.7	Settlement on termination of the employment contract	<p>This provision is replaced by:</p> <ul style="list-style-type: none"> <li>▪ If the agency worker stops working for the hiring employer, the temporary employment agency and the agency worker settle the (additional) scheduled days off as follows. <ul style="list-style-type: none"> <li>- Scheduled time off: The agency worker takes up the remainder of that time after consultation with the hiring employer. If they took too many scheduled days off, the temporary employment agency may only settle these days with them if the agency worker stopped working at their own initiative.</li> <li>- Extra scheduled day off for older people: The remainder or deficit will be settled in time or money.</li> </ul> </li> </ul>
2.2	Basic scheme and framework scheme	<ul style="list-style-type: none"> <li>- References to the saved hour model are deleted.</li> </ul>
2.4	Shifted infrastructure work hours	
2.5	Maintenance work on Saturdays	
2.6	Shift work	
2.7	On-call duty	<ul style="list-style-type: none"> <li>- 2.7.4: Deleted.</li> </ul>
2.8	Overtime	<ul style="list-style-type: none"> <li>- 2.8.1: The last sentence of the first paragraph is deleted.</li> </ul>
3.2	Scheduled time off	<ul style="list-style-type: none"> <li>- Table 3.2: In derogation from the table, agency workers working an STA job are entitled to 17 scheduled days off (136 hours) per calendar year, 15 days of which are paid time off and 2 days of which are compensated in money.</li> <li>- Table 3.2: The columns under 'method of payment' are deleted. Payment for scheduled time off taken is effected exclusively as part of the wage/salary.</li> <li>- 3.2.2: 'The employer' here means 'the temporary employment agency'.</li> <li>- 3.2.2: The last sentence is deleted.</li> <li>- 3.2.2: A second paragraph is added: 'For each scheduled day off compensated in money, working hours reduction compensation of 0.4% is paid out.'</li> <li>- 3.2.3: In the second paragraph, 'employees' refers to 'employees of the hiring employer'.</li> <li>- 3.2.5: Deleted.</li> </ul>
3.3	Additional scheduled time off for older employees (transitional scheme)	<ul style="list-style-type: none"> <li>- 3.3.2: 'The employer' as referred to in the first paragraph means 'the temporary employment agency'.</li> <li>- 3.3.2: The second paragraph is replaced by: 'For each additional scheduled day off compensated in money, working hours reduction compensation of 0.4% is paid out.'</li> </ul>



applicable collective agreement provisions	title / subject	text adjustments
		- 3.3.4: The first paragraph is deleted.
4.2 through 4.5.	Guaranteed wage for construction site employees	<p>The following adjustments apply to agency workers holding employment contracts under foreign law:</p> <ul style="list-style-type: none"> <li>- 4.2.2: The first paragraph is replaced by 'If the agency worker working a construction site job pursues vocational training in the construction &amp; infrastructure sector, Table 7.3.2 of Annexe 7.3 applies.'</li> <li>- 4.3: Table 7.3.1 of Annexe 7.3 applies instead.</li> <li>- 4.4: Table 7.3.2 of Annexe 7.3 applies instead.</li> <li>- 4.5.1: The second paragraph is replaced by 'Exception: the starting table does not apply when pursuing a vocational training course in the construction &amp; infrastructure sector or after obtaining a diploma for that course.'</li> <li>- 4.5.2: In the first paragraph, 'Table 4.3' is replaced by 'Table 7.3.1 of Annexe 7.3'.</li> </ul>
4.6	Performance bonus	<ul style="list-style-type: none"> <li>- 4.6.1: This provision is replaced by: <ul style="list-style-type: none"> <li>▪ If the hiring employer pays its own construction site employees in the company or on a project a performance bonus, the agency worker working a construction site job is also entitled to it.'</li> </ul> </li> </ul>
4.8 through 4.11.	Salary of STA employees	
4.12	Wage and salary raises	
4.16	Pension	<ul style="list-style-type: none"> <li>- 'The employer' here means 'the temporary employment agency'.</li> <li>- 4.16.1: The first paragraph is replaced by: <ul style="list-style-type: none"> <li>▪ The skilled worker is a participant in bpfBOUW: <ul style="list-style-type: none"> <li>- if, prior to working the agency work, they already were a participant in bpfBOUW and/or</li> <li>- after working as a skilled worker in the construction &amp; infrastructure sector for 12 months.</li> </ul> </li> <li>▪ The hiring employer ensures that the temporary employment agency pays the pension contributions for this skilled worker to bpfBOUW.</li> <li>▪ A 'skilled worker' in this section means an agency worker who: <ul style="list-style-type: none"> <li>- has, within a period of two years, performed work within the meaning of this CA as an employee and/or agency worker for a total of twelve months immediately prior to and/or during the performance of the temporary work in the construction &amp; infrastructure sector; or</li> <li>- is employed as an agency worker working a construction site job and is pursuing training as referred to in sections 4.3 or 4.4, or has completed that training with a diploma or practical certificate; or</li> <li>- is employed as an agency worker in an STA job and has obtained a construction technology BOL diploma at level 2 or higher.</li> </ul> </li> </ul> </li> </ul>

applicable collective agreement provisions	title / subject	text adjustments
		<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	Special hours	- 5.3.3: In the first paragraph, 'the employer' means 'the temporary employment agency'.
5.5	Hand tools	
5.7	Overtime	- 'The employer' here means 'the temporary employment agency'.
5.8	Shift work	
5.9	Travel expenses	- 5.9.3: Deleted.
5.10	Travel hours	
5.11	Stonework and revetting	
5.13	Remote works	<ul style="list-style-type: none"> <li>- 'The employer' here means 'the temporary employment agency'.</li> <li>- 5.13.6: Deleted.</li> </ul>
5.15	Shifted infrastructure work hours	- 'The employer' here means 'the temporary employment agency'.
5.16	Foreman	- 5.16.1: The fourth paragraph is deleted.
5.17	Workwear	
5.18	Health insurance	<ul style="list-style-type: none"> <li>- 'The employer' here means 'the temporary employment agency'.</li> <li>- Is deleted for agency workers holding employment contracts under foreign law.</li> </ul>
6.5	Four-day working week for employees aged 55 and over	<ul style="list-style-type: none"> <li>- 6.5.2: Deleted.</li> <li>- 6.5.3: This provision is replaced by: <ul style="list-style-type: none"> <li>▪ To enable the four-day working week, agency workers use: holidays, scheduled days off, and additional scheduled days off for older workers.</li> <li>▪ If they not have enough days to work four days a week for (the rest of) the calendar year, they can earmark additional days for this purpose at their own expense or work five days a week for some weeks.</li> </ul> </li> <li>- 6.5.4: Deleted.</li> <li>- 6.5.5: 'purchased days off' is replaced by: 'additional days earmarked by the agency worker at their own expense'.</li> <li>- 6.5.6: Deleted.</li> </ul>
7.2	Company occupational health and safety and absence policy	- 7.2.1 through 7.2.5: Deleted.
7.3	Working conditions on the construction site	<p>The following adjustments apply to agency workers holding employment contracts under foreign law:</p> <ul style="list-style-type: none"> <li>- 7.3.6: The second and third paragraphs are replaced by: <ul style="list-style-type: none"> <li>▪ Agency workers aged 18 or 19 may only work independently as a crane operator and driver, as referred to in the above, if they: <ul style="list-style-type: none"> <li>- are in training for or have obtained the machinist certificate, and</li> <li>- work under the supervision of a site manager or an employee aged 22 or over working the same job.</li> </ul> </li> </ul> </li> </ul>

applicable collective agreement provisions	title / subject	text adjustments
		<ul style="list-style-type: none"> <li>▪ Agency workers aged 20 or 21 may only work independently as a crane operator and driver, as referred to in the above, if they hold a machinist certificate.</li> </ul>
10.13.4	Terminology and principles	

## Annexe 7.3 Derogating guaranteed wages for agency workers working a construction site job holding an employment contract under foreign law

### 7.3.1 Guaranteed wage for agency workers working a construction site job aged 16-20

**Table 7.3.1 Guaranteed wage for agency workers working a construction site job aged 16-20 (euros per hour)\***

age	vocational training in the construction & infrastructure sector?	1/1/2023 (period 1)	1/7/2023 (period 7)
16	no diploma	6.13	6.28
17	no diploma	6.91	7.08
	diploma obtained	8.94	9.16
18	no diploma	8.43	8.64
	diploma obtained	10.56	10.82
19	no diploma	9.96	10.21
	diploma obtained	12.19	12.49
20	no diploma	11.50	11.79
	diploma obtained	14.22	14.58

\* This table replaces 4.3 of the collective agreement.

### 7.3.2 Guaranteed wage for apprentice agency workers working a construction site job

**Table 7.3.2 Guaranteed wage for apprentice agency worker working a construction site job pursuing vocational training in the construction & infrastructure sector (euros per hour)\***

age	1/1/2023 (period 1)	1/7/2023 (period 7)
16	5.08	5.21
17	5.86	6.01
18	6.73	6.90
19	7.79	7.98
20	9.14	9.37
21 or older	13.27	13.60

\* This table replaces 4.4 of the collective agreement.

## **Annexe 8. Civil and rural engineering works**

### **1. Introduction**

Sections 10.2 and 10.3 of this collective agreement evidence:

- that civil engineering work falls within the scope of this collective agreement;
- this is not the case for cultural engineering work that falls within the scope of the Green, Soil, and Infrastructure collective labour agreement.

In practice, the distinction between civil and cultural engineering works is not always easy to make. Section 2 of this annexe therefore provides a definition of both terms. Section 3 explains both concepts by providing examples.

### **2. Definitions**

- Civil engineering works: the construction of pavements, sewers, buildings, etc. requiring planning permission, as well as the related maintenance.
- Rural engineering work: work with, on, or by machines and equipment for the construction of green spaces, associated drainage facilities, and earthworks (top soil), as well as the related maintenance, excluding dredging work using specific dredging equipment. Works are only rural engineering works if and insofar as no planning permission is required, with the exception of permits relating to the actual plant and animal production and/or the construction of green areas.

### **3. Examples**

- In-house construction of pipes for agricultural drainage, soil and sand treatment for agricultural purposes, and the occasional construction of culverts to provide access to an agricultural plot, should be considered rural engineering works.
- The construction, improvement, or maintenance of sports fields and other recreational objects as well as all other earthworks for the benefit of rural or civil sports, recreational, and other objects, plantings and green areas along roads. In principle, if planning permission is required, these activities are civil engineering activities, with the exception of the construction and maintenance of the greenery as well as all activities relating to drainage and the top soil layer for the benefit of the greenery, which are rural engineering activities.
- The various rural engineering works performed in the context of reclamation and land consolidation; the opening up of land and land consolidation are to be deemed rural engineering works, if soil tillage (ploughing, harrowing, sowing, levelling the top layer of the soil for the purpose of planting, etc.) takes place and as civil engineering works if soil processing in the sense of land development (the construction of roads, waterways and pumping stations) takes place.

Notes to the second and third sections.

- In the case of partial contracting and execution of works (sports fields, recreational parks, road construction, and land consolidation), the distinction into civil engineering and rural engineering works can be applied in full.
- When the above works are contracted and carried out entirely by one company, the distinction into civil and rural engineering works applies insofar as sub-works can be functionally distinguished from each other.

## **Annexe 9. Dispensation regulations**

### **Article 1 - Definitions**

In these regulations, the following terms will have the following meaning:

1. Centre: the Stichting Technisch Bureau Bouw & Infra, having its office in Harderwijk (PO Box 1128, 3840 BC Harderwijk).
2. Parties to the CA: the employers' and employees' organisations that have entered into the collective agreement.
3. Committee: the Compliance Committee.
4. The Collective Agreement: the Construction & Infrastructure collective agreement. This also includes the Construction & Infrastructure Unworkable Weather collective agreement and the BTER Construction & Infrastructure collective agreement.
5. Dispensation Request: a request for dispensation from one or more provisions of the collective agreement.
6. Employer: the employer as referred to in the collective agreement.
7. Employee: the employee as referred to in the collective agreement.

### **Article 2 - Mandate**

1. The Parties to the CA decide on Dispensation Requests.
2. The Compliance Committee has the decision-making power to issue rulings on behalf of the Parties to the CA.

### **Article 3 - Compliance Committee**

1. The Centre submits Dispensation Requests to the Compliance Committee after providing them with a recommendation.
2. The Committee consists of representatives of the employers' organisations and three representatives of the employee's organisations that make up the Parties to the CA.
3. The employer members are appointed by Bouwend Nederland. Two employee members are appointed by FNV and one employee member is appointed by CNV Vakmensen.
4. The Committee is supported by one or more Centre staff members
5. The secretariat is run by the Centre.
6. Decision-making takes place by simple majority. Centre staff members have no voting rights.
7. For decisions to be taken, at least one employer member and at least one employee member must be present.
8. If more employer members than employee members are present in a Committee meeting - or vice versa - the members of the block with the most attendees jointly cast the same number of votes as the other block of members.
9. If the Committee fails to reach a decision after a Dispensation Request has been discussed twice, the matter will be referred to the Parties to the CA.

### **Article 4 - Confidentiality**

All parties involved in a Dispensation Request are required to maintain confidentiality regarding anything that comes to their knowledge by virtue of their involvement.

### **Article 5 - Submission of a request**

1. A Dispensation Request may be submitted by any Employer or Employee or any groups of Employers and Employees who believe that the application of provisions of the collective agreement is impossible or undesirable for them for valid reasons.

2. The Committee will exercise restraint in granting dispensation. The Committee may grant all or part of a Dispensation Request if at least the criteria listed in (a) through (d) in the below are met.
  - a. in the Committee's opinion, the applicant's situation is (temporarily) so different from what is usual in the sector that, in the Committee's opinion, the applicant cannot reasonably be required to apply (part of) the collective agreement (provisions) in full;
  - b. the deviating employee benefits package was negotiated between parties who, in the Committee's opinion, are sufficiently representative and independent of each other;
  - c. the deviating employee benefits package was negotiated in consultation with at least one of the employees' organisations directly involved in the collective agreement or with an employees' organisation affiliated to the same trade union as that to which the employees' organisations involved in the collective agreement are affiliated;
  - d. the entire employee benefits package is, in the Committee's opinion, at least equivalent to the employee benefits conditions package as laid down in the collective agreement.
3. The request is to be submitted in writing to the Centre, stating 'Dispensation'.
4. The request must at the least contain:
  - a. the name and address of the applicant;
  - b. the signature of the applicant;
  - c. a precise description of the nature and scope of the Dispensation Request, at least indicating the collective agreement provision(s) the request relates to;
  - d. a precise description of the facts and the applicant's arguments as to why dispensation should be granted;
  - e. a concrete and reasoned proposal on the terms and conditions of employment applicable after the dispensation and their equivalence to the collective agreement;
  - f. the date.
5. Upon request, the applicant must, within a specified term, provide the (additional) information and documents that is necessary for the assessment of the request and can reasonably be made available to them.
6. The applicant may be assisted or represented by an authorised representative. A written authorisation may be required from an authorised representative, unless the authorised representative is a lawyer.

#### **Article 6 - Decision not to process**

An application will not be processed if, after the applicant has been given the opportunity to supplement the application, the information and documents provided are insufficient to assess the application.

#### **Article 7 - Processing of a request**

Within two weeks of the receipt of the request or the receipt of the (additional) information and documents requested for, the applicant will be notified by the Centre that the request is being processed. A copy of these regulations will be enclosed.

#### **Article 8 - Decision**

1. The Committee will give its decision as soon as possible, but no later than eight weeks after processing the request. The Committee may extend this deadline by eight weeks once. The Committee may grant the Dispensation Request in whole or in part if, in the opinion of the Committee, all criteria as referred to in Article 5(2) of these regulations are met. The Committee may attach further conditions to the granting of a Dispensation Request. If all or part of the Dispensation Request is granted, the Committee may determine the period during which the dispensation will apply to the applicant. The Centre will communicate the decision to the applicant in writing, stating reasons.

2. The decision is binding.

#### **Article 9 - Complaints procedure**

1. If the dispensation applicant does not agree with the procedure followed, they may file a complaint.
2. The complaint must be submitted in writing to the Centre, stating 'Dispensation Procedure Complaint', and must at the least contain:
  - a. the name and address of the applicant;
  - b. the signature of the applicant;
  - c. a substantiation of the complaint on the procedure followed;
  - d. the date.
3. Complaints must have been filed within six weeks from the day after the day on which the decision was announced in writing, as referred to in Article 8. A complaint filed after this deadline, is inadmissible and will therefore not be considered.
4. A complaint may also be declared inadmissible if it does not meet the requirements set out in paragraph 2 of this article, provided the complainant has been granted one further opportunity to rectify the omission within a period of four weeks. No further delay will be granted.
5. The complaint will be settled by the Parties to the CA within eight weeks after it meets the requirements as stated in paragraph 2 of this article. The Parties to the CA can extend this period once by eight weeks. The Centre will communicate the decision of the Parties to the CA to the complainant in writing, stating reasons.

#### **Article 10 - Costs**

1. The submission of the request and its processing are free of charge to the applicant.
2. The applicant will bear its own costs and has no right to compensation thereof by the Committee, the Centre, or the Parties to the CA.

#### **Article 11 - Withdrawal of a dispensation granted**

A dispensation granted may be withdrawn by the Committee if one or more criteria as listed in Article 5(2) are no longer met and/or one or more conditions as mentioned in Article 8(1) of these regulations are no longer met. The Centre will communicate the decision to revoke the dispensation to the applicant in writing, stating reasons.

#### **Article 12 - Amendment of the regulations**

The Parties to the CA are authorised to amend these regulations.

#### **Article 13 - Final provision**

In all cases not covered by these regulations, the Parties to the CA will decide.



## **Annexe 10. Dispute regulations**

### **Article 1 - Definitions**

In these regulations, the following terms will have the following meaning:

1. Centre: the Stichting Technisch Bureau Bouw & Infra, having its office in Harderwijk (PO Box 1128, 3840 BC Harderwijk).
2. Parties to the CA: the employers' and employees' organisations that have entered into the collective agreement.
3. Committee: the Compliance Committee.
4. The Collective Agreement: the Construction & Infrastructure collective agreement. This also includes the Construction & Infrastructure Unworkable Weather collective agreement and the BTER Construction & Infrastructure collective agreement.
5. Disputes: disputes between the employer and the employee on the application of one or more provisions of the collective agreement.
6. Employer: the employer as referred to in the collective agreement.
7. Employee: the employee as referred to in the collective agreement.

### **Article 2 - Mandate**

1. The Parties to the CA make rulings on disputes arising from the collective agreement.
2. The Compliance Committee has the decision-making power to issue rulings on behalf of the Parties to the CA.

### **Article 3 - Compliance Committee**

1. The Centre submits Disputes to the Compliance Committee after providing them with a recommendation.
2. The Committee consists of representatives of the employers' organisations and three representatives of the employee's organisations that make up the Parties to the CA.
3. The employer members are appointed by Bouwend Nederland. Two employee members are appointed by FNV and one employee member is appointed by CNV Vakmensen.
4. The Committee is supported by one or more Centre staff members
5. The secretariat is run by the Centre.
6. Decision-making takes place by simple majority. Centre staff members have no voting rights.
7. For decisions to be taken, at least one employer member and at least one employee member must be present.
8. If more employer members than employee members are present in a Committee meeting - or vice versa - the members of the block with the most attendees jointly cast the same number of votes as the other block of members.
9. If the Committee fails to reach a decision after a Dispute has been discussed twice, the matter will be referred to the Parties to the CA.
10. When discussing a Dispute, the Committee may decide to have itself be assisted by an expert. The Committee decides which party to engage as an expert and will conform to the expert's opinion.

### **Article 4 - Confidentiality**

All parties involved in a Dispute are required to maintain confidentiality regarding anything that comes to their knowledge by virtue of their involvement.

### **Article 5 - Submission of a request**

1. A request for adjudication of a Dispute may be made by any employee and employer whose interests are directly affected by the Dispute.
2. The request is to be submitted in writing to the Centre, stating 'Dispute'.
3. The request must at the least contain:
  - a. the name and address of the applicant;
  - b. the signature of the applicant;
  - c. the name and address of the person the request relates to;
  - d. a precise description of the Dispute and the applicant's arguments;
  - e. whether a binding or non-binding opinion is requested;
  - f. the date.
4. Upon request, the applicant must provide the (additional) information and documents that is necessary for the assessment of the request and can reasonably be made available to them.
5. The applicant and the person the request relates to may be assisted or represented by an authorised representative. A written authorisation may be required from an authorised representative, unless the authorised representative is a lawyer.

### **Article 6 - Decision not to process**

A request will not be processed if:

- a. legal proceedings have already been initiated, unless the Committee decides otherwise;
- b. the Dispute has already been the subject of a court ruling;
- c. the request is made after six months have lapsed from the end date of employment;
- d. the Dispute relates to a period longer than five years before the request was made;
- e. after the applicant has been given the opportunity to supplement the application, the information and documents provided are insufficient to assess the application;
- f. the applicant and the party the request relates to have made no or insufficient efforts to first reach a solution.

### **Article 7 - Processing of a request**

1. The applicant will be notified by the Centre that the request is being processed.
2. The party the request relates to will be notified in writing of the receipt of the request by the Centre and given the opportunity to respond in writing within three weeks from the date of such notification.
3. Both parties may be allowed to state their arguments a second time within a term of two weeks.
4. Both parties will receive a copy of these regulations.

### **Article 8 - Decision**

1. The Centre will communicate the decision to both parties in writing.
2. The Committee's decision will take the form of a non-binding opinion unless both parties have requested a binding decision.

### **Article 9 - Costs**

1. The submission of the request and its processing are free of charge to the applicant and the party the request relates to.
2. The applicant and the party the request relates to will bear their own costs and have no right to compensation thereof by the other party, the Committee, the Centre, or the Parties to the CA.

**Article 10 - Amendment of the regulations**

The Parties to the CA are authorised to amend these regulations.

**Article 11 - Final provision**

In all cases not covered by these regulations, the Parties to the CA will decide.

## Signatures

The Construction & Infrastructure collective agreement for the period from 1 January 2023 to 31 December 2023 was concluded by

the employers' organisations:

- Bouwend Nederland, the association of construction and infrastructure companies
- 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)
- Straatwerk Nederland
- Vereniging Gebouwschil Nederland, secties Metselen en Voegen
- WoningBouwersNL

and the employees' organisations:

- FNV
- CNV Vakmensen.nl

## Order declaring the collective agreement binding

- The order declaring the collective agreement binding results in most of the provisions of this collective agreement applying to all employers and employees covered.
- The Parties to the CA left some provisions out of the application for the order declaring the collective agreement binding. Those provisions are binding only on organised employers and their employees. This also applies to the provisions the Ministry of SZW does not include in the order declaring the collective agreement binding. Collective agreement provisions that by their nature do not qualify for an order declaring the collective agreement binding for example include provisions on pensions, reinsurance of employers' own risks, and provisions unrelated to labour.
- The Ministry of SZW's order declaring the collective agreement binding will show which collective agreement provisions are generally binding. This decision will be published on [www.overheid.nl](http://www.overheid.nl) and on [www.uitvoeringarbeidsvoorwaardenwetgeving.nl](http://www.uitvoeringarbeidsvoorwaardenwetgeving.nl).
- The order declaring the collective agreement binding enters into force on the day after publication of the decision in the Government Gazette or on another date specified in that order. The order declaring the collective agreement binding will remain in force until no later than the end date of the collective agreement.

## Addresses

### Parties to the Construction & Infrastructure CA

employers			
organisation	postal address	telephone	website
Bouwend Nederland	P.O. Box 340, 2700 AH Zoetermeer	079 325 22 52	<a href="http://www.bouwendnederland.nl">www.bouwendnederland.nl</a>
Aannemersfederatie Nederland Bouw en Infra *	P.O. Box 1085, 3900 BB Veenendaal	0318 54 49 00	<a href="http://www.aannemersfederatie.nl">www.aannemersfederatie.nl</a>
WoningBouwersNL	PO Box 620, 2270 AP Voorburg	070 386 02 04	<a href="http://www.woningbouwersnl.nl">www.woningbouwersnl.nl</a>
employees			
organisation	postal address	telephone	website
FNV	P.O. Box 9208, 3506 GE Utrecht	088 368 03 68	<a href="http://www.fnv.nl">www.fnv.nl</a>
CNV Vakmensen.nl	P.O. Box 2525, 3500 GM Utrecht	030 751 10 07	<a href="http://www.cnvvakmensen.nl">www.cnvvakmensen.nl</a>

\* The Aannemersfederatie Nederland Bouw en Infra represents the following employer organisations that entered into 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 demoop (VERAS), Noordelijke Vereniging Burgerlijke- en Utiliteitsbouw (NVBU), Straatwerk Nederland and Vereniging Gebouwschil Nederland, sections Metselen and Voegen.