

CLA for the Building Trades in the Netherlands 2022-2023

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**National Collective Labour Agreement for the Building Trade,
1 January 2022 through 31 December 2023**

Chapter 1

Definitions, scope and contract type

Article 1 Definitions

1. CLA for the Building Trade Industry-wide Scheme: the national collective labour agreement for the building trade industry-wide scheme that runs from 1 January 2012 through 31 December 2026.
2. Employer: the employer who performs the work described in Articles 2 and 3, or have such work performed, as well as:
 - a. cooperative housing corporations and other associations;
 - b. foundations;
 - c. natural or legal persons who undertake construction or renovation and maintenance work under their own management, or have such work performed;
 - d. temporary agencies who perform the work described in Article 2, or have such work performed;all insofar as the person or organisation referred to at a), b), c) or d) has work performed within the meaning of Article 2 of this collective labour agreement and do not fall under the scope of a different wage scheme or collective labour agreement.
3. Employee: the person who works for an enterprise or the department of an enterprise that falls within the scope of this CLA as described in Article 2:
 - a. on the basis of an employment contract;
 - b. on the basis of a contract for contracting work, unless the person is self-employed.For the purposes of this agreement, the following are not considered employees: apprentices; holiday workers; director. Holiday workers is understood to mean workers who as a rule are enrolled in day-time educational programmes and who work for a maximum of 6 weeks for the employer in the period from May through August.
4. Building trade employee: an employee who performs work at the construction site or workplace, as described in Article 38 of this CLA.
5. OTA worker (Operational, Technical and Administrative personnel): an employee who performs operational, preparational, administrative, commercial or support services, as described in Article 39 of the CLA.
6. O&O fund: Training and Development Fund for the Building Trade Foundation.
7. Youth: employees who have reached the age of 16 and do not yet meet the age requirements for adult employee wages.
8. Recognised public and recognised Christian holidays: Easter Monday, Ascension Day, Whit Monday, Christmas Day and Boxing Day, New Year's Day, and King's Day.
9. Guaranteed wage: the minimum wage to which the employee is entitled under this CLA.
10. Fixed agreed wage: the guaranteed wage given above at paragraph 9 plus performance bonus, diploma bonus, deferred working hours bonus, and shift work in the stonemasonry trade.
11. Scheduled days off: in this collective labour agreement, allocated days on which no work is performed by employees who are fit for work for which the employer pays the employee the fixed agreed wage, *and for which the employer deducts the premiums and contributions owing according to the CLA for the Building Trade Industry-wide Scheme.*
12. APG: the trust office that administers the industry-wide scheme for the building trade sector, whose registered office is in Amsterdam.
13. Savantis: Savantis Skills Centre Foundation, whose registered office is in Waddinxveen (www.savantis.nl).
14. self-employed person: the person without personnel who:
 - a. is presumed to be designated as an entrepreneur for taxation purposes;
 - b. is registered with the Chamber of Commerce; and
 - c. independently sets up and carries out work for profit, with responsibility for personal arrangements and personal risk.
15. Volandis: Volandis Foundation, the expertise and advising centre for sustainable employment in building trades, whose registered office is in Harderwijk (www.volandis.nl).
16. Partnership organisation: a legal person that represents partnering recognised regional training companies, which is recognised as a training company and satisfies the requirements set down by the parties to the CLA for the Building Trade, whose goals are promoting entry into the trades, implementing (practical) training programmes for the building trade sector (or having them implemented), and which has concluded a partnership agreement with Savantis.
17. On-the-job training pathway (BBL): a learning pathway in senior secondary vocational education (MBO) for students who are employed by a recognised training company and/or partnership and who usually work four days per week and receive practical instruction during work. For theoretical education the student attends an educational institution for an average of one day per week.
18. School-based pathway (BOL): a learning pathway in senior secondary vocational education (MBO) for students who are completing their degree by attending school and who complete work placements from time to time at a recognised training company.

19. Stonemasonry trade: a company as referred to in Article 2, paragraph 7 of this CLA.
20. Relevant work experience: experience in the job function for which the employee has been hired, which also includes years of experience working in a similar job function for a different employer.
21. Partner: in this CLA a partner is equivalent to a spouse if one of the following can be presented:
 - a. a cohabitation agreement executed before a civil-law notary; or
 - b. an extract from the municipal register of births, deaths and marriages showing that the employee and his/her partner have been registered at the same address for at least 1.5 years.
 A legally registered partner is always equivalent to a spouse.

Article 2 Scope

1. The provisions of this CLA apply to all employers who perform work, or have it performed, in the following types of enterprises: plastering trade, ceiling and wall trade, flooring trade, terrazzo flooring trade, blocklaying trade and stonemasonry trade; and all employees who work for enterprises in the aforesaid fields. The provisions of this CLA also apply to all employers as referred to in paragraph 8 of this article, and to all employees who work in the enterprises referred to in paragraph 8.
2. Plastering-finishing trade is understood to mean performing or having work performed for third parties such as:
 - a. hand application or mechanical spray plastering of interior walls, ceilings or building facades using the following materials: lime, sand, cement, natural and chemical spray grade plaster, and all other types of binding agents;
 - b. hand application or mechanical spray plastering of walls, ceilings and facades with a mixture containing, for example, the following materials: lime, gypsum, binding agents based on synthetic resins; cement; chalk; marble aggregate; quartz aggregate; cellulose; synthetic resins; crushed stone and similar aggregates;
 - c. manual or mechanical finishing of walls, ceilings and facades using, for example, the following materials: fine sand; lime; plaster; cement; binders based on synthetic resins; chalk; marble aggregate; quartz aggregate; cellulose. synthetic resins; crushed stone and similar aggregates;
 - d. manual or mechanical installation or application of all types of plasterboard; Stucanet; thatched reed or mats; mesh; rib lath; profiles; wood wool cement boards; synthetic foamboard; minerals and similar materials which may form the substructure for further finishing;
 - e. manual or mechanical application to ceilings, walls, floors or facades of a mixture of, for example, the following materials: limes; natural or chemical plaster; natural or chemical spray plaster; sand and/or other aggregates; mined, crushed and/or ground stone dust; stone or quartz aggregate or similar materials with cement, lime, gypsum or other binders; marble aggregate and/or similar aggregates with binding agents;
 - f. manual or mechanical application to facades of, for example, the following materials: synthetic foamboard; mineral or mineral bonded board; adhesives; reinforcement fabric and profiles; sand; cement; binding agents;
 - g. manual or mechanical treatment or repair of concrete surfaces (whether or not with reinforcement) with mortars consisting of cement and other binding agents and sand or other aggregates, also including one or more components of synthetic repair mortars (whether or not in a mixture with other materials);
 - h. manually or mechanically constructing or installing ornaments, framing or such decorations made of, for example: gypsum; sand; cement; lime; plastic or similar materials;
 - i. manual or mechanical application of whitewash, paint, silicate paint, and similar types of work;
 - j. manual or mechanical texturing/scratching or repair of undercoats with, for example, the following materials: cement; gypsum or other binding agents; sand or other aggregates, with or without the addition of other substances;
 - k. for each of the materials listed in a) through j) above should be read: or any other material that can be applied even if it involves a different method of working;
 - l. installing floors of cement or other binding agents and sand or other aggregates, with or without the addition of other substances, to the extent that this is done as part of the work carried out as described in a) through k) above;
 - m. the installation of: ceramic and/or glass and/or stone and/or plastic tiles; mineral-bonded and/or synthetic-bonded products, to the extent that this is done as part of the work carried out as described in a) through k) above;
 - n. performing maintenance and repair work of a non-constructive structural nature that arises directly from, or at least must be considered for practical reasons as closely connected with, the work carried out as described in a) through k) above, if the maintenance and repair work of a non-structural nature form a secondary component of the total commercial operations of a specific enterprise;
 - o. performing work, whether or not systematically, with thatched reed or reed mats, or wood wool, gypsum, plaster board, rock wool, plastic foamboard, or other similar types of board as the substructure for plaster application or finishing work;
 - p. installing mesh, rib lath, plastic mesh or similar supports for plaster to a surface for undercoat, plaster or finishing plaster work;
 - q. applying undercoats to walls, interior walls and facades;
 - r. applying tin to walls, interior walls and facades;
 - s. executing the sgraffito technique;
 - t. executing the technique for frescos;

- u. applying or working with stucco marble;
 - v. applying and/or working with decorative plaster.
3. Ceiling and wall trade are understood to mean performing or having work performed for third parties both manually and mechanically, as well as in other way, to place or apply or install – in order to craft – suspended ceilings (whether or not free hanging), partition walls, mobile partition walls and or (raised) system floors, which incorporate metal and/or mineral products, plastics or any other material, including all other work required, such as among other things installing framing or fastening elements, installing profiles/strips and installing fittings.
 4. Flooring trade is understood to mean performing or having work performed for third parties such as:
 - a. making or processing or finishing floors by mixing gravel, crushed stone or sand or mixtures thereof, with or without other aggregates and/or fibres, with cement or other binding agents and/or additional substances;
 - b. trowelling and polishing to a smooth monolithic finish;
 - c. making or adapting floors by mixing pellets, powder or fibrous fillers, whether of an organic or inorganic nature, with binding agents or components which together form binding agents;
 - d. mixing and applying a paste or liquid material, or adapting synthetic floors, wear-resistant layers, protective layers or other finishing layers, whether or not seamless;
 - e. preparing, adapting or finishing non-structural cement bonded or synthetic floors by means of trowelling, milling, polishing, sanding and/or other similar types of work, including all other work required, such as installation of insulating materials.
 5. Terrazzo trade is understood to mean performing or having work performed for third parties such as:
 - a. producing synthetic granite, terrazzo, decorative concrete and other similar types of floors by mixing sand, pebbles, crushed stone (fine or coarsely milled), whether or not exclusively with cement or with other products received as binding agents;
 - b. producing and/or finishing terrazzo products and floors for the purpose of giving the surface the intended texture, composition or properties of use by means of sealing, honing, sanding, creating a Bouchard finish, polishing and/or similar types of work.
 6. Blocklaying trade is understood to mean performing or having work performed for third parties such as manual or mechanical placement or installation of: concrete blocks, gypsum blocks, sand-lime blocks or elements and other types of masonry units.
 7. Stonemasonry trade is understood to mean performing or having work performed for third parties consisting of adapting or processing natural stone or placing stone blocks, slabs (regardless of their size), semi-finished products, finished products or tiles. This CLA also applies to companies that supply these items, or have them supplied, and install them at building sites and cemeteries. 'Adapting natural stone' also includes crystallising, polishing, sanding and grinding natural stone, the maintenance, repair and restoration of natural stone, installing, cleaning and restoring inscriptions, as well as the maintenance of gravestones. Synthetic stone is considered equivalent to natural stone.
 8. The provisions of this CLA also apply to enterprises that devote a minimum of 70% of their turnover to support services for such enterprises as referred to in paragraphs 2 through 7 of this Article. Support services is understood to mean financial, administrative, logistical, care services, technical, commercial, managerial and/or organisational work. The employee who performs support services for a company as referred to in paragraphs 2 through 6 is deemed to be actively employed according to the employment conditions in a company as referred to in paragraphs 2 through 6. The employee who performs support services for a company as referred to in paragraph 7 is deemed to be actively employed according to the employment conditions in a company as referred to in paragraph 7.

Article 3 Temporary placement agencies

The CLA for the Building Trade also applies to temporary placement agencies operated by employers as referred to in Article 1(1), unless the temporary placement agency satisfies the following cumulative requirements:

- a. The commercial activities of the temporary placement agency exist exclusively for making workers available as referred to in Book 7, Article 690 of the DCC, *and*
- b. the employer's workers (temporary workers) are involved in performing work in another branch of the company other than that defined in the scope of the relevant CLA for at least 25% of their wages, or at least for the quantitative criterion applicable in the other CLA (e.g. working hours), *and*
- c. at least 15% of the employer's total annual wages liable for premiums are placed on a temporary basis under temporary employment contracts, with an agency clause within the meaning of Book 7, Article 691(2) of the DCC, as further defined in Annex 1 accompanying Article 5.1 of the Regulations of the Minister of Social Affairs and Employment (SZW) and the State Secretary for Finance, dated 2 December 2005, Social Insurance Department, No SV/F&W/05/96420, implementing the Social Insurance (Funding) Act (WFSV Regulations), published in Government Gazette, no 242, dated 13 December 2005. Upon this decree entering into effect, temporary placement agencies satisfy this criterion if and insofar as this has been determined by the implementation agency, *and*
- d. the temporary placement agency does not form part of a firm that is directly bound or bound by an extension of rules to the other CLA concerned, *and*
- e. the temporary agency is not a jointly agreed work pool.

Article 4 Foreign employees

1. In accordance with the provisions of Article 1(3) of the Terms of Employment Posted Workers in the European Union Act (WagwEU), the provisions of this CLA are declared to be binding during the first 12 months in respect of:
 - a. maximum working hours and minimum rest hours;
 - b. the minimum number of days of annual leave during which the employer is under an obligation to pay wages and extra holiday allowances;
 - c. minimum wage, whereby this minimum wage always includes the following:
 1. the applicable wage per period according to the pay scale;
 2. the applicable reduction in working hours per week/month/year/period;
 3. bonuses for overtime, changed hours, irregular hours, including bonuses for public holidays and shift work;
 4. interim pay rises;
 5. expense allowance: travel expenses and travel time allowance, accommodation and other costs necessary for performing the job function;
 6. increments;
 7. end-of-year bonuses;
 8. extra holiday allowances,and whereby the following is not included in this minimum wage: entitlements to additional professional pension schemes and entitlements to social insurance exceeding the statutory minimum, and top-up allowances on wages for expenses incurred by workers for travel, housing and food in connection with the posting;
 - d. terms and conditions for making employees available;
 - e. health, safety and hygiene at work;
 - f. protective measures in respect of employment conditions and employment circumstances for children, youth and pregnant employees or those who recently gave birth;
 - g. equal treatment of men and women, as well as other provisions pertaining to non-discrimination,
 - h. conditions of housing for employees, if the service recipient as referred to in Article 1, first paragraph, of the Terms of Employment Posted Workers in the European Union Act makes housing available to employees who are not at their normal workplace in the Netherlands.apply to the employee who has been made available to perform work in the Netherlands in the context of transnational service provision and for whom the employment contract is governed by law other than the laws of the Netherlands. Annex 3 accompanying this CLA contains the applicable provisions.
2. The remuneration referred to in the first paragraph, under c, does not include:
 - a. contributions to pensions as referred to in Article 1 of the Pensioenwet or Article 1, first paragraph, of the Wet verplichte beroepspensioenregeling;
 - b. extra-statutory social security entitlements;
 - c. allowances that are paid as compensation for costs actually incurred in connection with the secondment, such as travel, meal and accommodation costs.
3. If it is not clear from the terms and conditions of employment applicable to the employment whether, and if so which, components of a secondment allowance are paid as compensation for costs that are actually related to the secondment or that are of the remuneration, the full supplement is deemed to have been paid as compensation for costs actually incurred in connection with the secondment as referred to in the second paragraph, under c.
4. When the secondment lasts for more than twelve months, the service provider guarantees for his posted workers, from the thirteenth month, all provisions that have been made binding in this CLA, with the exception of the provisions on procedures, formalities and conditions of the conclusion and the termination of the employment contract and regarding supplementary occupational pension schemes.
5. The period of twelve months referred to in the fourth paragraph is eighteen if the service provider, during the last three months of the period of ten at the most twelve months in which the secondment takes place, informs the Minister of Social Affairs that the duration started in the first of the work will be exceeded to a maximum of eighteen months. If, in the event of an extension, the secondment amounts to more than eighteen, the service provider guarantees the long-term employment terms and conditions referred to in the fourth paragraph from the month.
6. Application of this Article yields if the laws of the Member State that govern the employment contract offer equivalent or better protection to the employee in respect of the aforesaid CLA provisions and the additional validity of this Article would interfere with foreign enterprises enjoying an equal competitive position.

Article 5 Temporary placement workers

1. Verification protocol for hiring company's payment
 - a. Temporary placement workers are entitled to at least the same employment conditions in respect of wages and other allowances as those that apply to employees working in equal or equivalent job functions of the enterprise where the workers are placed. The hiring employer must ensure this is the case and confirm for every temporary placement that the temporary placed worker from the temporary agency shall receive the wages and other allowances in conformity with the specific CLA.

- b. For every temporary placement, the employer shall provide and confirm all information the temporary agency requires in order to give the temporary worker that which he/she is entitled to, based on this CLA, and, where applicable, company regulations plus the CLA for Temporary Placement Workers, which includes:
 - the applicable job function, as referred to in Chapter 5 of this CLA;
 - the wage amount and period pay, as referred to in Chapter 6 of this CLA;
 - the amount and time of the initial pay rise (Article 52);
 - the expense allowances, as referred to in Chapter 8 of this CLA;
 - the allowances and bonuses, as referred to in Chapter 7 of this CLA.
 - c. The hiring employer shall request a copy of the temporary placement confirmation, as referred to in Article 16(7) of the CLA for Temporary Placement Workers 2019-2021, for each placement made available, and check that this is correct. Errors shall be immediately reported to the temporary placement agency. The hiring employer shall include a copy of the temporary placement confirmation in the company's administration.
 - d. If the temporary placement agency, after a written reminder, still does not satisfy its obligations within one month with regard to wages and other allowances, the hiring employer shall be liable in respect of the temporary worker for payment of all wages and other allowances as if the temporary worker was employed by the employer.
2. *Employers are not permitted to work with temporary placement agencies that make workers available who fulfil an allocation function. The hiring employer shall ensure that the payroll office or the enterprise that makes employees available:*
- a. *conducts recruitment and selection of employees itself;*
 - b. *operates commercially solely and actively to bring together supply and demand for temporary work in the labour market.*
3. Added to the hiring company's payment as stipulated in this CLA are:
- thirteenth month, end-of-year bonus and/or other bonuses and/or profit distributions the employer usually pays out;
 - other bonuses or allowances as defined in the CLA for the Building Trade, such as the travel time allowance.

Article 6 Subcontracting

1. The employer shall verify that the relevant provisions of this CLA are complied with in respect of all individual employment contracts to which this CLA applies. The employer in the role of client shall verify that:
 - a. the provisions of this CLA are complied with in respect of all contracts for contracting work by self-employed persons or other subcontractors;
 - b. the self-employed persons hired in by the employer meet the definition given in Article 1(14) of this CLA;
 - c. the self-employed person or other subcontractor who in turn hires a self-employed person or subcontractor in respect of the job assignment adopts these requirements in the contract(s) concluded for that purpose.
2. When hiring personnel, both the hiring and the placing employer are jointly liable for compliance with the obligations arising from the CLA for the Building Trade.
3. *When work is outsourced to self-employed persons, the employer is advised to use the model contract for the Building Trades that has been assessed by the Tax Authority. The model contract is included in Annex 10.*

Article 7 Compliance and scope investigations

1. The employer is obliged to comply with the provisions of this CLA.
2. The parties to the CLA for the Building Trade shall carry out investigations at their own initiative or based on reports into the applicability of this CLA for enterprises (scope investigations), and into the compliance of employers with this CLA. Reports of incidents can be submitted to the Helpdesk Fair Building Trades (www.mijnafbouw.nl/naleving-cao).
3. Employers shall cooperate at all times in an investigation into whether they have complied with the provisions of this CLA.
4. If the CLA has not been complied with by the employer, an action for compensation for damages may be brought to cover the costs of the investigation, legal actions pursued, and image damage suffered.
5. The Committee for Compliance and Scope in the Building Trade is charged by the parties to this CLA with monitoring compliance investigations and has decision-making powers on behalf of the parties to take decisions about compliance investigations.
6. The Regulations for Compliance and Scope Investigations apply to compliance investigations (Annex 8).

Article 8 Duration of the agreement

This CLA is applicable from 1 January 2022 through 31 December 2023, with due observation of Articles 9 and 10.

Article 9 Termination of the agreement

If the agreement has not been terminated by one of the parties no less than three months before the termination date, it shall be tacitly extended for the period of one year.

Article 10 Renewing the agreement

Proposals regarding entering into a new collective labour agreement shall be communicated to each of the participating organisations. The parties are obliged to enter into negotiations on the proposals submitted as quickly as possible.

Article 11 Obligations of employer and employee organisations

- 1. Employer and employee organisations shall cooperate completely in compliance with the provisions of this CLA and accept complete responsibility for all actions to implement decisions they have taken in response to violations of the provisions of this CLA.*
- 2. They further undertake to institute the necessary measures in respect of their members to promote compliance with this CLA and to engage with their members if the CLA is not complied with.*
- 3. Employee organisations undertake not to call any strikes nor call for interruptions of work at the workplaces of members of participating employer organisations, or their subcontractors insofar as they are implementing components of their building projects, during the period that the provisions of this CLA are in force, which actions would be intended to cause changes to this agreement, nor to support employers and employees who might proceed to do so.*
- 4. Insofar as a strike cannot be ruled out on the grounds of the provisions of paragraph 3, and it concerns a matter that exclusively affects the business sector or enterprise, efforts shall first be made to find a solution by consultation between the parties to this CLA.*
- 5. Employer organisations undertake not to institute any lockouts for the duration of this CLA affecting members of the participating employee organisations, nor to offer their support if one or more of their members might proceed to do so.*
- 6. The parties to this CLA undertake to work on developing a policy that offers equal opportunities in the labour process to everyone, regardless of sex, sexual orientation, marital status, religion, skin colour, race or ethnic origin, nationality or political choice. This principle applies to all employment conditions, excluding specific protected statutory provisions applicable to certain groups. The parties agree that they shall regularly subject the equal opportunity policy to an evaluation.*

Article 12 Exemptions

- 1. A request for exemption can only be awarded if:*
 - the criteria stated in the CLA provision for which exemption is requested are satisfied; or*
 - the employer can demonstrate that circumstances of such a serious nature have arisen that it cannot be reasonably expected that the CLA or parts of the CLA should apply to him/her.*
- 2. A request for exemption must be backed up with clear reasoning stating the provisions for which exemption is being requested. Requests for exemption regarding travel expenses and travel time must satisfy the provisions of Article 70 of this CLA.*
- 3. A request for exemption should be submitted in writing to the secretary of the parties to the CLA for the Building Trade, Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl). The secretary shall send the applicant a confirmation of receipt within one week of receiving the application stating the exemption procedure.*
- 4. The CLA parties may ask the applicant who submitted a request in writing for exemption to provide further information, they may decide to hold a hearing, or engage experts.*
- 5. The CLA parties shall decide within three months regarding the request for exemption and issue their decision in writing backed up with supporting arguments. The term for a decision may be extended with one month if the applicant has been asked in writing for further information or if a hearing is planned.*

Chapter 2

Entering and leaving employment

Article 13 Hiring

1. The employer shall issue the employee a written employment contract.
2. An individual employment contract shall be concluded for an indefinite period. Any deviation from the foregoing must be agreed between the employer and employee in writing.
3.
 - a. If an enterprise with a minimum of 20 personnel wishes to classify 25% or more of its personnel into different job functions, the trade unions party to this CLA must be informed immediately if and when problems occur regarding re-classification into a different job function.
 - b. If an employee is re-classified into a different job function due to technological developments, or the job description and tasks undergo radical changes, the employee is entitled to retain the job level and pay level at a minimum.
 - c. If additional training or re-training is required for the altered job function, the employee must be given an opportunity to do so in terms of time and expenses.

Article 14 Introduction

The employer is obliged when hiring to ensure that the new employee is given a good introduction to the company, at a minimum comprising:

- a. information about the nature and organisation of the company;
- b. introductions to others in the workplace;
- c. oral and written information about the employment conditions that apply to the employee;
- d. information about provisions in the area of safety, health and hygiene;
- e. information for youth employees about training opportunities, such as apprenticeships;
- f. If the company has a Works Council, information should be provided about the make-up of the Works Council. Likewise, the Works Council's regulations and the regulations for any Works Council committees should be provided.

Article 15 Pre-employment medical examination

1. If performing the job function carries special requirements in terms of physical and medical condition, a pre-employment medical examination is mandatory:
 - a. for an employee who enters the employment of an employer for the first time;
 - b. for an employee who, after being employed by the employer before, has not been employed by an employer for a period of three years.
2. *Before an employment contract can be concluded, the results of the employee's pre-employment medical examination must show that the employee is suitable for the intended job function, as referred to in paragraph 1. The medical certificate must be incorporated into the employment contract.*
3. *If a pre-employment medical examination is applicable, the following passage must be included in the employment contract: "The employment contract has been concluded under the condition precedent of a medical certificate. Employment commences on unless the pre-employment medical examination has not yet been completed and the notification period has not yet expired. In that case, the employment shall commence on the first working day after the expiration of the said period(s)."*
4. The pre-employment medical examination referred to in paragraph 1 is not required for an employment contract for an employee who is under the supervision of an implementing agency and/or health and safety service, and for whom agreements to this effect have been set down in writing in consultation with the employer.
5. The pre-employment medical examination shall be conducted by a certified health and safety service that satisfies the quality requirements set by Vlandis or another organisation appointed by the parties to the CLA. *The pre-employment medical examination will use the job-specific 'Assessment Guidelines for Employability' issued by Vlandis or assessment guidelines that have been approved by the parties to the CLA. The results of the examination shall be either: employable, conditional employability, or not employable. These results must be communicated to the employee and employer, with due observance of the statutory provisions regarding privacy.*
6. If the results indicate conditional employability and the employer decides to go ahead with the hire, the employment contract shall only be valid if, regarding hiring the employee for a specific job function, written agreements have been set down indicating how the conditions will be met in conjunction with the implementing agency or health and safety service
7. If an employee objects to the results of the examination, he/she may submit a request – backed up with reasoning – to Vlandis or another organisation appointed by the parties to the CLA for a re-examination to be carried out.

Article 16 Termination of the employment contract

1. The provisions of the Dutch Civil Code apply to termination of the employment contract, with due observance of the following provisions.
2. Termination of employment shall take place at the end of a payment period, unless another day is appointed for this in a written agreement or as is customary, and may solely take place in writing with issuance of proof of receipt.
3. If the employment contract is terminated after a dismissal permit has been issued by the director of the UWV, the notification period shall be decreased by the number of waged weeks that have elapsed between the date of the application for the dismissal permit was submitted to the UWV and the date of receiving this permit, whereby weeks of work disability up to a maximum of four weeks are subtracted, on the understanding that a notification period of at least one month must be duly observed.
4. In accordance with the provisions of Book 7, Article 670(1) of the DCC, the employer may terminate employment, with due observance of the applicable requirements, if the application to be issued a dismissal permit has been submitted to the UWV before the employee's sickness commenced.
5. If the situation involves an employment contract for a fixed term of six months or longer, the employer is obliged to communicate to the employee in writing no less than one month before the term expires whether the employment contract will be extended or not, and if it is to be extended, under what conditions.

Chapter 3

Work

Article 17 General

1. *The employee is obliged to perform the work assigned by or on behalf of the employer to the best of his/her ability and according to instructions given. The employee is, moreover, obliged to commit or omit to do everything that could be expected of a good employee. Should there be any serious defects in this, such as the use of alcohol or drugs at work, neglect of machinery, materials or tools, repeatedly coming in late to work, or deliberately being absent from work, then such things may be punished under Book 7, Article 678 of the DCC or by a suspension of one to five working days maximum, without retention of wages.*
2. The employee is obliged, in principle, to perform work for an enterprise other than the one owned to the employer who has employed him/her. If the employee has objections to this, he/she should contact the parties to the CLA. Until such time as the parties to the CLA have decided on a request for exemption, the employee is not obliged to perform work for a different enterprise. The parties to the CLA undertake to come to a decision within two working days of the request being submitted.
3. *The employee is prohibited from performing professional work in his/her free time for third parties (with the exception of family and in-laws), unless his/her employer has given permission for such work. If this provision is violated, despite a written warning, the employer may suspend the employee for a period of one to five working days maximum, without retention of wages. If the employee performs work without the employer's permission for third parties (with the exception of family and in-laws), and as a result becomes unable to work, that employee is only entitled to 70% of the fixed agreed wage and accompanying leave allowance for the first thirteen weeks of work disability.*
4. No swearing or use of obscenities are allowed while at work or in the workplace.

Article 18 Hours of work

1. The Working Hours Standards Scheme, as included in Annex 4, applies, unless and insofar as this CLA does not stipulate otherwise.
2. Regarding hours of work, the following possibilities exist:
 - a. the standard rules of paragraph 3 apply; or
 - b. the extended timeframe of paragraph 8 applies.
3.
 - a. The normal hours of work are 37 ½ hours per week and 7 ½ hours per day. For the stonemasonry trade, the hours of work for a full-time employment contract average 37 hours per week and 7 hours and 24 minutes per day.
 - b. Work at a building site is performed for a maximum of 7 ½ hours per day, where the timeframe runs from Monday through Friday, 6:00 am to 6:00 pm. Work may continue until 6:30 pm, provided the employee can arrive home no later than 7:00 pm.
 - c. An exemption from these hours of work may be requested from the parties to the CLA for laying monolithic floors.
 - d. Saturday is a normal working day for stonemasonry trade if this is inseparably linked to the employee's job function.
4. Employees must be ready at the start of working hours to perform their work, and must continue performing their work until the end of the working hours, except for rest breaks.
5. Daily working hours and rest breaks for the company or at the building site shall be fixed by the employee in reasonable consultation with employees and with consent of the Works Council, where applicable.
6. In principle, part-time work is not possible. The parties to the CLA recommend that employers with fewer than 10 employees consider favourably an employee's request to work part-time. For employers with 10 or more employees, the employer should honour an employee's request in this regard, unless serious commercial interests prevent it.
7. Employees aged 55 and above are entitled to work four days per week making use of their days off, such as public holidays, leave days, scheduled days off (and senior days), and insofar as necessary purchased or unpaid days. This should take into consideration any agreed period of collective closure of business operations, whereby an employee cannot work 4 days per week every week as a result of the collective closure of business operations.
8. If business circumstances demand, the time available for the timeframe as referred to in paragraph 3(b) of this Article may be extended until 10:00 pm and expanded to include working on Saturdays. The following conditions then apply:
 - a. extension of the working day is only possible with the consent of the employee concerned; and
 - b. a maximum of 3 Saturdays per year are designated working days; and
 - c. Article 61 of this CLA applies if the average number of hours to be worked in every four weeks (150 hours) will be exceeded.
 - d. The employer who makes use of the extended timeframe should report this to the Technical Office for the Building Trade, with its registered office on Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl).
9. The employer is obliged to maintain proper records of the actual hours worked for each employee per working day.

Article 19 Four-day work week for employees aged 59 and above in stonemasonry (through 5-7-2016)

1. The employee aged 59 and above is entitled to a four-day work week, to be taken within the usual work schedule of the enterprise and in consultation between the employer and employee.
2. In order to realise the four-day work week, leave days and scheduled days off for the employee will be utilised. There have to be at least 15 days remaining for a continuous holiday and consideration must be given to the mandatory scheduled days off, as stipulated in Article 28 of this CLA. The required supplementary leave days shall be paid by the employer.
3. This provision covers a maximum of 22 days based on a calendar year.
4. The employer shall receive compensation retroactively from the O&O fund for the wage costs for each calendar year in the amount of 11 times the wage amount for one day (plus compensation for the employer's deductions).
5. The employer must send in a signed statement within 6 months of the end of each annual 6-month period which shows that the employee participated in the four-day work week for age 59 and above. This statement must also be signed by the employee and must be submitted to the O&O fund (www.mijnafbouw.nl/Mijn-cao-aanvragen) before the fund will proceed to payment.
6. This provision ended as of 5 July 2016. The employee who continued use of this provision on that date and afterwards shall retain this entitlement.
7. This Article applies exclusively to stonemasonry trade.

Article 20 Overtime

1. Overtime is understood to mean performing work outside the limitations of the normal working hours as referred to in Article 18. For extended working hours, the provisions of Article 18, paragraph 8(c), apply to overtime.
2. Overtime shall be kept to a minimum. Only in special cases can the employer, after consultation and with the consent of a representative portion of the employees concerned, and with the consent of the Works Council (where present), stipulate that overtime be worked. In any such consultations, the commercial interests of the company shall also be taken into consideration.
3. No employee can be obliged to work overtime.
4. The employer and employee may make the following arrangement on an individual basis:
 - Overtime for plastering and finishing trade, ceiling and wall trade, floor trade, terrazzo trade and blocklaying trade, as referred to in Article 2, paragraphs 2 through 6, only occurs when work exceeds 150 hours every four weeks or 162 ½ hours per month;
 - Overtime in the stonemasonry trade, as referred to in Article 2, paragraph 7, only occurs when work exceeds 148 hours every four weeks or 160 ½ hours per month;
 - The rules for working hours and rest breaks of the Standards Scheme given in Annex 4 apply;
 - The employee is, in the case of overtime, entitled to a performance bonus, as referred to in Article 65 of this CLA of no less than 15% on the applicable guaranteed wage.

Article 21 Re-scheduled hours of work

1. Re-scheduled hours of work occur if the work is not performed between 6:00 am and 6:00 pm, as referred to in Article 18, paragraph 3, but at some other time. Normal working hours may not be exceeded.
2. If the timeframe is extended on the grounds of Article 18(8), this counts as re-scheduled hours of work if the work is not performed within the agreed timeframe according to article 18(8) but at a different time. Normal hours of work may not be exceeded.
3. Paragraphs 2 and 3 of Article 20 apply *mutatis mutandis*.

Article 22 Fire and theft

1. The employer shall ensure that there is a lockable space for employees to keep work clothing and/or tools in or adjacent to the property under construction.
2. This space must be covered by an insurance policy against damages for loss – in whole or in part – of work clothing and/or tools due to fire and/or theft.

Chapter 4

Holidays and leave days

Article 23 Annual holiday and leave days

1. Each employee is entitled to holiday and leave as follows:
 - a. Employee under the age of 18 29 working days per calendar year
 - b. Employee above the age of 18 25 working days per calendar year
2. The employee is entitled to continuation of pay by the employer for holiday/leave days taken, as referred to in Book 7, Article 639, paragraph 1 of the DCC
3. If employment has been shorter than twelve months in any calendar year, the applicable number of holiday and leave days will be proportionately decreased, on the understanding that part of a day will be rounded up to a whole day.

Article 24 Transitional scheme for seniors' days

1. *The employee who was age 55 or above on 31 December 2015 and remains continuously employed under this CLA is entitled to 12 seniors' days.*
2. *The employee who was age 57 or above on 31 December 2015 and remains continuously employed under this CLA is entitled to 15 seniors' days.*
3. *The employer and employee shall decide in consultation when a seniors' day will be taken.*
4. *On a seniors' day, the employee is exempt from performing work. Seniors' days must be taken in the calendar year in which they have been accrued. The accrual of seniors' days coincides with the calendar year. Seniors' days are not holidays as referred to in Book 7, Article 634 of the DCC.*
5. *The employer shall pay 90% of the agreed wages for these seniors' days. The employee's pension accrual remains based on 100% of the agreed wages.*
6. *The O&O fund shall compensate the employer for the wage costs of the seniors' days taken by employees in the building trades. The employer must submit declarations to the O&O fund for wage costs of the seniors' days taken incurred in any calendar year within 6 months of the end of that calendar year (www.mijnafbouw.nl/Mijn-cao-aanvragen), using the required form. After this term, any declarations received will not be reimbursed.*
7. *This Article does not apply to employees of the stonemasonry trade.*

Article 25 Transitional scheme for seniors' days in stonemasonry

1. *The employee who was age 53 or above on 31 December 2016 and remains continuously employed under this CLA is entitled 1 seniors' day.*
2. *The employee who was age 54 or above on 31 December 2016 and remains continuously employed under this CLA is entitled 2 seniors' days.*
3. *The employee who was age 55 or above on 31 December 2016 and remains continuously employed under this CLA is entitled 13 seniors' days.*
4. *The employer and employee shall decide in consultation when a seniors' day will be taken.*
5. *On a seniors' day, the employee is exempt from performing work. Seniors' days must be taken in the calendar year in which they have been accrued. The accrual of seniors' days coincides with the calendar year. Seniors' days are not holidays as referred to in Book 7, Article 634 of the DCC.*
6. *The employer shall pay 90% of the agreed wages for these seniors' days. The employee's pension accrual remains based on 100% of the agreed wages.*
7. *The O&O fund shall compensate the employer for the wage costs of the seniors' days taken by employees in the building trades. The employer must submit declarations to the O&O fund for wage costs of the seniors' days taken incurred in any calendar year within 6 months of the end of that calendar year (www.mijnafbouw.nl/Mijn-cao-aanvragen), using the required form.*
8. *This Article applies exclusively to employees in the stonemasonry trade.*

Article 26 Annual leave/holidays

1.
 - a. The employee is entitled to at least three weeks of continuous summer holidays.
 - b. If the employee would like to take holidays for a longer period, the employee must consult with the employer about this before 1 April of each year. If there are no commercial-economic reasons preventing such a request, the employer shall honour it.
 - c. If the employee was sick during a scheduled holiday period, leave must still be granted, whereby the leave days not yet used shall be taken. The employer and employee are obliged to enter into consultation within two months of the end of the sickness. The employee must duly observe hereby Article 3 of the Sickness Absence Scheme (Annex 6).
 - d. The holiday period shall be scheduled in a timely fashion and in consultation between the employer and employee.

2. The employee is entitled to take all the leave days in the year in which the holidays were accrued. Claims to unused statutory leave days lapse 6 months after the last day of the calendar year in which the claim arose. Claims to non-statutory leave days lapse 5 years after the last day of the calendar year in which the claim arose.
3. The employee is entitled to sell one non-statutory leave day to the employer as of 1 July 2018. The employer shall pay out the wage value per day. A day costs 0.38314% of the annual wage.

Article 27 Public holidays

1. Each employee is entitled to leave during recognised public and recognised Christian holidays. If these days are worked in shifts, another day off shall be given as compensation.
2. The employee is entitled to take the days Good Friday and 1 May as leave days/scheduled days off, provided the employer is given notification thereof 14 days in advance.
3. In years when the winter closure (days between Christmas and New Year) takes five mandatory leave days/scheduled days off, employees are entitled to one extra leave day.
4. *Mandatory leave days*
 - a. Designated mandatory leave days/scheduled days off for 2022 are *the Friday after Ascension Day*, as well as 27 through 30 December 2022.
 - b. Designated mandatory leave days/scheduled days off for 2023 are the Friday after Ascension Day, as well as 27 through 29 December 2023.
5. The employer and employee may come to an agreement in mutual consultation to keep working during mandatory leave days/scheduled days off in December, on the condition that these leave days/scheduled days off can be taken at a different time.
6. Once every five years 5 May is a national holiday. When this occurs, 5 May is a collective scheduled day off. The employee shall retain the right to wages for this day, as referred to in Book 7, Article 639(1) of the DCC. The employee is not entitled to take a scheduled day off on that date during the other four years.

Article 28 Scheduled days off

1.
 - a. The employer shall pay the employee the fixed agreed wage for scheduled days off.
 - b. *The employer is also obliged to pay the employer's contribution and premium obligations for the employee for scheduled days off, as referred to in Article 10 of the CLA for the Building Trade Industry-wide Scheme.*
2.
 - a. The employee in the plastering and finishing trade, ceiling and wall trade, flooring trade, terrazzo trade and blocklaying trade, as referred to in Article 2, paragraphs 2 through 6 of this CLA, shall accrue one scheduled day off for every five weeks during the first fifty weeks of each calendar year.
 - b. The employee in the stonemasonry trade, as referred to in Article 2, paragraph 7 of this CLA, shall accrue 0.6 scheduled day off for every five weeks during the first fifty weeks of each calendar year.
 - c. No days shall be accrued in five-week periods if the employee has been sick for the entire period.
 - d. For each five-week period one scheduled day off shall be scheduled in consultation between the employer and the employee, preferably on a Monday or Friday.
 - e. The employer and employee shall decide in consultation when the scheduled day off can be taken.
 - f. Excessive unused scheduled days off may not be settled if employment is terminated before the end of the employment contract.
 - g. Entitlement to scheduled days off lapses if the employee is unable to work on these days.

Article 29 Holiday allowance

1. The year for holiday allowance extends from 1 June of any given year through 31 May of the following year. A different period may be set for an individual company, for which the employee must receive a confirmation in writing.
2. The employee shall be paid an annual holiday allowance of not less than 8% of the fixed agreed wage received from the employer over the past year, including statutory sickness benefits, unless a lower percentage has been stipulated on the grounds of a legal provision, such as a wage measure implemented by the government. The provisions of Article 16, paragraph 2 of the Minimum Wage and Minimum Holiday Allowance Act remain in full force.
3. Payment of holiday allowance shall take place no later than in the month of June.
4. Upon termination of employment, the employee shall be paid out the amount for holiday allowance accrued up to that time, or the overpayment shall be settled with him/her in another manner.

Article 30 Short absences

1. In the situations listed in paragraph 2 and for the ensuing duration of absence, insofar as it is necessary within hours of work, the employee shall be paid the fixed agreed wage.
2. Events and duration, as stated in paragraph 1:
 - a. death of employee's spouse, child or foster child up to age 27: 10 days maximum;
 - b. employee's marriage, including deposition of marriage: 2 days;
 - c. death of one of employee's parents or parents-in-law: 2 days;

- d. taking a course in preparation for the time when the employee will be pensioned, from 3 years prior to pensionable age: 3 days maximum;
- e. death of one of employee's parents or parents-in-law, insofar as taken in the context of family, if attending the funeral: 3 days maximum;
- f. employee's 25th and 40th wedding anniversary: 1 scheduled day off for every five weeks during the first fifty weeks of each calendar year;
- g. the marriage of the employee's child or foster child who has become part of the family, brother, sister, half-brother or half-sister, brother or sister-in-law, parent or parent-in-law: 1 day;
- h. attending the funeral upon their decease of employee's grandparents or spouse's grandparents, great grandparents or foster parents, a child or foster child living away from home, spousal child or grandchild, brother or sister, half-brother or half-sister, brother or sister-in-law, or one housemate: 1 day;
- i. 25th, 40th, 50th and 60th wedding anniversary celebration of employee's parents or parents-in-law: 1 day;
- j. moving house, if the move is related to employment: 1 day;
- k. military examination or re-examination: 1 day maximum;
- l. if an employee is referred by his/her doctor to a specialist or medical consultation agency: 1 day maximum per visit;
- m. military inspection or satisfying another military obligation of short duration: 4 ½ hours maximum;
- n. to the extent this is not possible outside normal hours of work, a visit to the family doctor, dentist, medical examiner in connection with WIA/WAO certificate or collective accident insurance:
 - 2 hours maximum if the employee lives in the city/town where the property under construction is located;
 - 3 hours maximum if the employee lives in a different city/town than where the property under construction is;
- o. for actively exercising the right to vote: 2 hours maximum;
- p. giving blood in connection with an emergency call for blood if there is a shortage for a specific blood type: 2 hours maximum;
- q. for a medical examination at the request of the employer or for a company medical examination and general periodic medical examination, in the context of preventive healthcare package for individuals set by Vlandis: for the period of the absence; travel costs shall be reimbursed if the employee visits the health and safety service on the grounds of the reasons given at the request of the employer.

Article 31 Special leave

Employees are entitled to attend a meeting or educational event of the organisation with payment of wages if they have been personally invited and if this desire to attend is communicated to the employer as quickly as possible.

Article 32 Parental leave

The employee who is charged with the care of a child up to age 8 is entitled to take unpaid leave for a maximum of one year for 50% of the normal hours of work. The leave must be taken in whole days.

Article 33 Palliative care leave

The employee is entitled to a maximum of ten days of paid leave per year for providing end-of-life care for his/her parents, partner or children. The employer is entitled to offset the statutory benefits for palliative care with the payment obligation referred to in the previous sentence.

Article 34 Short-term care leave

In addition to the statutory regulations for short-term care leave, the employer shall grant the employee 100% of his/her wages for a maximum of 3 days per year as a supplement.

Article 35 Declaration policy for leave

Employers may submit declarations for the amount of the fixed agreed wages paid to the employee for bereavement leave, palliative care leave and healthcare leave to the O&O fund (www.mijnafbouw.nl/Mijn-cao-aanvragen), under the conditions given in the Leave Declaration Policy (Annex 5).

Article 36 Childbirth leave for partners

1. Partners are entitled to one-time payment of the number of weekly hours for childbirth leave. The employer shall fully continue to pay the wages during this leave.
2. As of 1 July 2020, partners may take a maximum of 5 weeks as supplementary childbirth leave (5 times the number of working hours per week). Supplementary childbirth leave is unpaid. Partners are entitled to supplementary childbirth leave if the child is born on or after 1 July 2020. They have to take the supplementary childbirth leave within 6 months of the birth of the child. And they also have to have taken the childbirth leave of one week referred to in the first paragraph. Employers can apply to the UWV for benefits for the leave period for their employees. These benefits are 70% maximum of daily wages (and 70% maximum of the maximum daily wage).

Chapter 5

Job function classification system

Article 37 Job function classification system: general

1. The employer shall classify the employee into a job function, as referred to in Articles 38 and 39, based on the fundamental work he/she performs or will be performing
2. If an employee performs work on a temporary basis belonging to a higher job function than the function to which he/she has been assigned, the employee is entitled to be classified to that higher function for that temporary period with the accompanying wages.
3. If an employee performs fundamental work that can be assigned to two or more functions and this leads to being classified in multiple functions, the employee shall be fully classified into the highest of these functions.
4. The employer shall pay the employee the wages accompanying the job function into which the employee has been classified.

Article 38 Group classification of employees in the building trade

1. There are reference functions that are distributed across 6 groups for employees in the building trade who work in the plasterer and finishing trades, ceiling and wall trades, terrazzo trades, flooring trades, blocklaying trades or stonemasonry trades, as referred to in Article 2, paragraphs 2 through 7 of this CLA. The reference functions are described with their function code in Annex 12 and at www.mijnafbouw.nl/functie- en loongebouw.

Group 1a

Stonemasonry trade

- General worker (function code 1.5.1): an employee who provides assistance and support services on site.
- Assistant stonemason (function code 1.5.2): a worker who provides support and performs general work in the workshop/factory to assist skilled tradesmen.

Group 1b

Plasterers and finishers trade, ceiling and wall trade, terrazzo trade, flooring trade and blocklaying trade:

- General worker (function codes 1.1.1, 1.2.1, 1.3.1 and 1.4.1): an employee who provides assistance and support services on site.

Group 2a

Stonemasonry trade:

- Basic operator (function code 2.5.1): an employee who only performs the work within the trade of machining stone slabs in accordance with work orders/instructions at the workshop or factory.
- Stonemasonry maintenance worker: (function code 2.5.2): an employee who treats floors on site (polishing, sanding and similar methods).

Group 2b

Plasterers-Finishers trade:

- Lead plasterer/finisher (function code 2.1.1): an employee who is responsible for supplying and removing materials from site and assisting the skilled tradesmen.

Ceiling and wall trade:

- Lead ceiling and wall (function code 2.2.1): an employee who is responsible for supplying and removing materials from site and assisting the skilled tradesmen.

Flooring and terrazzo trade:

- Lead flooring/terrazzo (function code 2.3.1): an employee who is responsible for supplying and removing materials from site and assisting the skilled tradesmen.
- Assistant floor layer (function code 2.3.2): an employee who performs support services on site, such as sanding floors or installing insulation.
- Terrazzo sander/polisher (function code 2.3.3): an employee who sands and polishes terrazzo floors and elements.

Blocklaying trade:

- Lead blocklayer (function code 2.4.1): an employee who is responsible for supplying and removing materials from site and assisting the skilled tradesmen.

Group 3a

Stonemasonry trade:

- Machine operator (function code 3.5.1): an employee who performs all the work within the trade of machining stone slabs in accordance with work orders/instructions at the workshop or factory.
- Stonemasonry processing worker (function code 3.5.2): an employee who performs one or several steps in the production process for masonry products.

Group 3b

Plastering-finishing trade:

- Sheet installer (function code 3.1.1): an employee who installs insulation sheets on exterior walls.
- Mesh/Stucanet installer (function code 3.1.2): an employee who installs mesh, Stucanet or similar products on ceilings and walls on site.

Ceiling and wall trade:

- Seam filler/drywall finisher (function code 3.2.1): an employee who fills and finishes drywall seams on site.
- Suspended ceiling and wall partitions technician A (function code 3.2.2): an employee who performs work on suspended ceilings and/or wall partitions on site.
- Metal stud framer A (function code 3.2.3): an employee who performs metal stud assembly work on site.

Flooring and terrazzo trade:

- Floor layer sand/cement floors (function code 3.3.1): an employee who installs sand/cement floors on site.
- Floor layer poured floors (function code 3.3.2): an employee who installs poured floors on site.
- Floor layer synthetic floors (function code 3.3.3): an employee who installs synthetic flooring on site.
- Floor layer monolithic floors (function code 3.3.4): an employee who installs monolithic floors on site.

Blocklaying trade:

- Blocklayer (function code 3.4.1): an employee who installs concrete blocks, gypsum blocks, sand-lime blocks or other types of masonry units on site.

Group 4a

Stonemasonry trade:

- All-round stonemasonry processing worker (function code 4.5.1): an employee who supplies stonemasonry products.
- Stonemasonry technician (function code 4.5.2): an employee who measures and installs stone products on site.
- Stonework setter (function code 4.5.3): an employee who is responsible for placing and installing stone products on site.
- Driver/gravestone setter (function code 4.5.4): an employee who delivers orders to customers with a delivery van or truck and places works/monuments.

Group 4b:

Plastering-Finishing trade:

- Wall and ceiling sprayer (function code 4.1.1): an employee who sprays walls and ceilings on site.
- Plasterer (function code 4.1.2): an employee who executes all types of plaster work (plastering and decorative plastering).
- Exterior wall installer (function code 4.1.3): an employee who installs insulation systems to external walls.

Ceiling and wall trade:

- Suspended ceiling and partition wall technician B (function code 4.2.1): an employee who takes measurements for suspended ceilings and/or partition walls and performs the assembly work.
- Metal stud framer B (function code 4.2.2): an employee who performs complex metal stud work on site.

Flooring and terrazzo trade:

- Terrazzo worker (function code 4.3.1): an employee who makes terrazzo floors and elements.

Blocklaying trade:

- Blocklayer estimator (function code 4.4.1): an employee who installs concrete blocks, gypsum blocks, sand-lime blocks or other types of masonry units on site and is responsible for calculating measurements.

Group 5a

Stonemasonry trade:

- Stone cutter (function code 5.5.1): an employee who cuts products from blocks of stone and performs repair work on existing stonework products.

Group 5b:

Plastering-finishing trade:

- Plaster repairer (function code 5.1.2): an employee who performs plaster work (plastering and decorative plastering) and repair work on site.

Group 6a

Stonemasonry trade:

- Co-working foreman stonemasonry (function code 6.5.1): an employee who prepares stone, supervises operations and also performs work.

Group 6b

Plastering-finishing trade:

- Co-working foreman plasterers and finishers (function code 6.1.1): an employee who on site prepares plastering work, supervises operations and also performs work. Installation of external wall insulation also falls under this function.

Ceiling and wall trade:

- Co-working foreman ceiling and wall (function code 6.2.1): an employee who on site prepares assembly work, supervises operations and also performs work.

Flooring and terrazzo trade:

- Co-working foreman flooring and terrazzo (function code 6.3.1): an employee who prepares flooring/terrazzo work, supervises operations and also performs work.

Blocklaying trade:

- Co-working foreman blocklayer (function code 6.4.1): an employee who on site prepares the laying of blocks, supervises operations and also performs work.

2.

Group	Plasterers/Finishers	Function code	Ceiling and wall	Function code	Flooring/terrazzo	Function code	Blocklaying	Function code	Stonemasonry	Function code
1a									General worker	1.5.1
									Assistant stonemason	1.5.2
1b	General worker	1.1.1	General worker	1.2.1	General worker	1.3.1	General worker	1.4.1		
2a									Basic operator	2.5.1
									Stonemasonry maintenance worker	2.5.2
2b	Lead plasterer/finisher	2.1.1	Lead ceiling and wall	2.2.1	Lead flooring/terrazzo	2.3.1	Lead blocklayer	2.4.1		
					Assistant floor layer	2.3.2				
					Terrazzo sander/polisher	2.3.3				
3a									Machine operator	3.5.1
									Stonemasonry processing worker	3.5.2
3b	Sheet installer	3.1.1	Seam filliner/drywall finisher	3.2.1	Floor layer sand/cement floors	3.3.1	Blocklayer	3.4.1		
	Mesh-Stucanet installer	3.1.2	Suspended ceiling and partition wall technician A	3.2.2	Floor layer poured floors	3.3.2				
			Metal stud framer A	3.2.3	Floor layer synthetic flooring	3.3.3				
					Floor layer monolithic floors	3.3.4				
4a									All-round stonemasonry processing worker	4.5.1
									Stonemasonry technician	4.5.2
									Stonework setter	4.5.3
									Driver/gravestone	4.5.4

									setter	
4b	Wall and ceiling sprayer	4.1.1	Suspended ceiling and partition wall technician B	4.2.1	Terrazzo worker	4.3.1	Blocklayer estimator	4.4.1		
	Plasterer	4.1.2	Metal stud framer B	4.2.2						
	Exterior wall insulation installer	4.1.3								
5a									Stone cutter	5.5.1
5b	Plaster repairer	5.1.2								
6a									Co-working foreman stonemasonry	6.5.1
6b	Co-working foreman plasterers and finishers	6.1.1	Co-working foreman ceiling and walls	6.2.1	Co-working foreman flooring and terrazzo	6.3.1	Co-working foreman blocklaying	6.4.1		

Article 39 Job classification of OTA employees

1. Reference job functions are distributed across 6 function levels for OTA employees active in the plasterers and finishers trade, the ceiling and wall trade, the terrazzo trade, the flooring trade or the blocklaying trade, as referred to in Article 2, paragraphs 2 through 6 of this CLA. These reference functions also apply to employees who work in a company or trade as referred to in Article 2, paragraph 8 of this CLA. The reference functions are described by function code in Annex 12 and at www.mijnafbouw.nl/functie-en-gebouw.

As of 1 May 2020, these functions also apply to OTA employees in the stonemasonry trade, as referred to in Article 2, paragraph 7.

Function level 1:

- Facilities worker (function code 1.10.1): an employee who provides assistance and support services and performs cleaning work in the office.

Function level 2:

- Warehouse worker (function code 2.10.1): an employee who performs warehouse work and prepares orders for shipment to building sites.
- Receptionist/telephone operator (function code 2.10.2): an employee who provides reception and deals with visitors' questions, answers and directs telephone calls.

Function level 3:

- Administrative worker (function code 3.10.1): an employee who provides administrative services.
- Internal sales representative (function code 3.10.2): an employee who receives and handles telephone calls, meets visitors/customers and answers their questions at the front desk or in the showroom.
- Stonemasonry processing draughtsman (function code 3.10.3): an employee who transposes the customer's order into a workable drawing for the workshop.

Function level 4:

- Secretary (function code 4.10.1): an employee who provides support activities for various departments or divisions.
- Financial assistant (function code 4.10.2): an employee who is responsible for making financial information available and for performing financial work.
- Draughtsman (function code 4.10.3): an employee who draws, develops and elaborates works.
- Stonemasonry order processor (function code 4.10.4): an employee who provides quotes, processes orders and provides information.
- Stonemasonry planner (function code 4.10.5): an employee who plans production capacity and orders materials and supplies.

Function level 5:

- Site manager (function code 5.10.1): an employee who realises projects in the building trade (several at the same time).
- Work planner/calculator (function code 5.10.2): an employee who prepares, calculates and manages projects according to customer specifications.
- Administrator (function code 5.10.3): an employee who is responsible for the financial administration of the company.
- External sales adviser (function code 5.10.4): an employee who sells products in the building trades or stonemasonry and prepares the implementation of the work.

Function level 6:

- Project leader (function code 6.10.1): an employee who prepares, organises and leads projects according to customer specifications.

2.

Job level	Reference function	Function code
1	Facilities worker	1.10.1
2	Warehouse worker Receptionist/telephone operator	2.10.1 2.10.2
3	Administrative worker Internal sales representative Stonemasonry processing draughtsman	3.10.1 3.10.2 3.10.3
4	Secretary Financial assistant Draughtsman Stonemasonry order processor Stonemasonry planner	4.10.1 4.10.2 4.10.3 4.10.4 4.10.5
5	Site manager Work planner/calculator Administrator External sales adviser	5.10.1 5.10.2 5.10.3 5.10.4
6	Project leader	6.10.1

Article 40

(Cancelled)

Article 41 Company-specific job descriptions

If an employee's job description does not fit within the reference functions referred to in Articles 38 and 39, the employer may, in consultation with the employee, draw up a company-specific job description.

Chapter 6

Wages

Article 42 General

1. Wages are exclusively paid either per week, every four weeks or per month by bank transfer.
2. For each salary payment the employee shall be issued a written specification indicating:
 - a. gross wage, divided into guaranteed wage, performance bonus, overtime, travel time and/or travel allowance and other allowances and/or bonuses;
 - b. payroll tax and the employee's contribution for social insurance regulations or this CLA;
 - c. that which the employer owes the employee for:
 - professional pension fund (Stichting Bedrijfspensioenfonds voor de Bouwnijverheid);
 - building trades O&O fund (Stichting Opleidings- en Ontwikkelingsfonds Afbouw);
 - premium for collective physiotherapy insurance;
 - premium for accident insurance provisions;
 - *where applicable, funds designated by the parties to this CLA for the course of this CLA;*
 by sending the amount deducted to the APG.
 - d. The employee is under an obligation to make the effort to communicate any objections to the pay specification to the employer within 12 weeks.
3. Upon termination of employment, the employer is obliged to give the employee an employer's declaration regarding tide-over allowance and unemployment insurance with the final wage payment.
4. As quickly as possible but no later than within two months of termination of each calendar year, the employer shall give all the employees who were employed as of 31 December, or who had been employed during that calendar year, a specification of their gross wages, deducted taxes and premiums paid by the employer in that year.
5. The employer is obliged to grant administrative cooperation, so that the employee can participate in the Life-Course Savings Scheme on a voluntary basis.
6. The employment contract may deviate from the guaranteed wage to the employee's advantage.

Article 43 Guaranteed wage for employees in building trades, excluding stonemasonry

The guaranteed wage for building trade employees from the age of 21 in the plasterers and finishers trade, the ceiling and wall trade, the terrazzo trade, the flooring trade and the blocklaying trade, as referred to in Article 2, paragraphs 2 through 6, where the normal hours of work for a full-time employment contract are 37 ½ hours per week and 7½ hours per day.

a. hourly wage in € as of 1 January 2022

	Group 1b	Group 2b	Group 3b	Group 4b	Group 5b	Group 6b
without relevant work experience	15,57	15,57	15,57	15,57	15,57	15,57
1 year relevant work experience	15,85	16,19	16,53	17,12	18,32	20,55
2 years relevant work experience	16,55	16,91	17,27	17,89	19,14	21,46
3 years relevant work experience	17,23	17,63	18,04	18,67	19,98	22,41
4 years relevant work experience	17,23	18,10	18,78	19,46	20,81	23,35

b. hourly wage in € as of 1 March 2022

	Group 1b	Group 2b	Group 3b	Group 4b	Group 5b	Group 6b
without relevant work experience	16,04	16,04	16,04	16,04	16,04	16,04
1 year relevant work experience	16,32	16,66	17,01	17,61	18,82	21,08
2 years relevant work experience	17,03	17,39	17,76	18,38	19,65	22,01
3 years relevant work experience	17,72	18,13	18,53	19,18	20,50	22,97
4 years relevant work experience	17,72	18,60	19,29	19,98	21,35	23,92

c. hourly wage in € as of 1 January 2023

	Group 1b	Group 2b	Group 3b	Group 4b	Group 5b	Group 6b
without relevant work experience	16,59	16,59	16,59	16,59	16,59	16,59
1 year relevant work experience	16,87	17,22	17,57	18,18	19,41	21,70
2 years relevant work experience	17,59	17,96	18,33	18,96	20,25	22,65
3 years relevant work experience	18,29	18,71	19,12	19,78	21,12	23,62
4 years relevant work experience	18,29	19,19	19,89	20,59	21,98	24,59

Article 44 Youth wage for employees in building trades, excluding stonemasonry

1. The guaranteed wage for youth employees in the building trade from ages 16 through 20 in the plasterers and finishers trade, the ceiling and wall trade, the terrazzo trade, the flooring trade and the blocklaying trade, as referred to in Article 2, paragraphs 2 through 6, where the normal hours of work for a full-time contract are 37 ½ hours per week and 7½ hours per day.
2. The employer is authorised to institute pay rises to the hourly wage in two terms of 50%, in each case when the employee is 6 months older and progress in trade skill allows. In determining the guaranteed wage, employer and employee organisations have assumed that employers would not make any changes to the agreed performance bonuses received by the employees concerned when applying the said wage.

3 a. Youth wage per hour in € as of 1 January 2022

Function group 1b					
Experience	None	1 year	2 years	3 years	4 years
Age					
16	6,51				
17	7,24	7,57			
18	8,68	9,10	9,51		
19	10,12	10,61	11,10	11,59	
20	11,59	12,14	12,69	13,24	13,79

Function group 2b					
Experience	None	1 year	2 years	3 years	4 years
Age					
16	6,84				
17	7,61	7,97			
18	9,12	9,56	9,99		
19	10,64	11,15	11,66	12,16	
20	12,16	12,74	13,32	13,90	14,48

Function group 3b					
Experience	None	1 year	2 years	3 years	4 years
Age					
16	7,11				
17	7,89	8,25			
18	9,46	9,91	10,38		
19	11,03	11,56	12,09	12,62	
20	12,62	13,22	13,81	14,43	15,02

Function group 4b					
Experience	None	1 year	2 years	3 years	4 years
Age					
16	7,36				
17	8,17	8,55			
18	9,80	10,27	10,74		
19	11,44	11,99	12,54	13,07	
20	13,07	13,71	14,32	14,94	15,57

Function group 5b					
Experience	None	1 year	2 years	3 years	4 years
Age					
16	7,87				
17	8,74	9,16			
18	10,49	10,99	11,49		
19	12,24	12,83	13,41	13,98	
20	13,98	14,65	15,32	15,99	16,66

Function group 6b					
Experience	None	1 year	2 years	3 years	4 years
Age					
16	8,83				
17	9,80	10,27			
18	11,77	12,33	12,89		
19	13,73	14,39	15,03	15,69	
20	15,69	16,44	17,19	17,93	18,68

b. Youth wage in € as if 1 March 2022

Function group 1b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	7,44	7,80			
18	8,93	9,36	9,78		
19	10,42	10,92	11,41	11,91	
20	11,91	12,47	13,04	13,61	14,18

Function group 2b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	7,81	8,18			
18	9,37	9,82	10,27		
19	10,94	11,46	11,98	12,50	
20	12,50	13,09	13,69	14,28	14,88

Function group 3b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	8,10	8,49			
18	9,72	10,19	10,65		
19	11,34	11,88	12,42	12,96	
20	12,96	13,58	14,20	14,81	15,43

Function group 4b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	8,39	8,79			
18	10,07	10,55	11,03		
19	11,75	12,31	12,87	13,43	
20	13,43	14,07	14,71	15,34	15,98

Function group 5b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	8,97	9,39			
18	10,76	11,27	11,79		
19	12,55	13,15	13,75	14,35	
20	14,35	15,03	15,71	16,40	17,08

Function group 6b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	10,05	10,52			
18	12,06	12,63	13,20		
19	14,06	14,73	15,40	16,07	
20	16,07	16,84	17,61	18,37	19,14

c. Youth wage in € as of 1 January 2023

Function group 1b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	7,68	8,05			
18	9,22	9,66	10,10		
19	10,75	11,27	11,78	12,29	
20	12,29	12,88	13,46	14,05	14,63

Function group 2b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	8,06	8,44			
18	9,67	10,13	10,59		
19	11,28	11,82	12,36	12,90	
20	12,90	13,51	14,12	14,74	15,35

Function group 3b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	8,35	8,75			
18	10,02	10,50	10,98		
19	11,70	12,25	12,81	13,37	
20	13,37	14,00	14,64	15,28	15,91

Function group 4b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	8,65	9,06			
18	10,38	10,87	11,37		
19	12,11	12,68	13,26	13,84	
20	13,84	14,50	15,15	15,81	16,47

Function group 5b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	9,23	9,67			
18	11,08	11,61	12,13		
19	12,92	13,54	14,16	14,77	
20	14,77	15,47	16,18	16,88	17,58

Function group 6b					
Experience	None	1 year	2 years	3 years	4 years
Age					
17 or younger	10,33	10,82			
18	12,39	12,98	13,57		
19	14,46	15,15	15,84	16,52	
20	16,52	17,31	18,10	18,89	19,67

Article 45 Guaranteed wage for employees in the building trade in stonemasonry

The guaranteed wage for employees in the building trade in stonemasonry trade from the age of 21, as referred to in Article 2, paragraph 7, where the normal hours of work for a full-time employment contract average 37 hours per week and 7 hours and 24 minutes per day.

a. hourly wage in € as of 1 January 2022

	Group 1a	Group 2a	Group 3a	Group 4a	Group 5a	Group 6a
without relevant work experience	15,79	15,79	15,79	15,79	15,79	15,79
1 year relevant work experience	16,06	16,32	16,79	17,05	17,08	19,61
2 years relevant work experience	16,77	16,85	17,80	18,30	18,36	21,05
3 years relevant work experience	17,27	17,36	18,33	18,85	18,92	21,68
4 years relevant work experience	17,45	17,53	18,51	19,04	19,11	21,90

b. hourly wage in € per 1 March 2022

	Group 1a	Group 2a	Group 3a	Group 4a	Group 5a	Group 6a
without relevant work experience	16,26	16,26	16,26	16,26	16,26	16,26
1 year relevant work experience	16,53	16,80	17,27	17,54	17,57	20,13
2 years relevant work experience	17,25	17,34	18,30	18,81	18,87	21,59
3 years relevant work experience	17,76	17,85	18,84	19,36	19,43	22,23
4 years relevant work experience	17,94	18,02	19,02	19,56	19,63	22,46

c. hourly wage in € per 1 January 2023

	Group 1a	Group 2a	Group 3a	Group 4a	Group 5a	Group 6a
without relevant work experience	16,82	16,82	16,82	16,82	16,82	16,82
1 year relevant work experience	17,09	17,36	17,84	18,11	18,15	20,74
2 years relevant work experience	17,82	17,91	18,89	19,40	19,46	22,23
3 years relevant work experience	18,34	18,43	19,43	19,96	20,03	22,88
4 years relevant work experience	18,52	18,60	19,62	20,17	20,24	23,11

Article 46 Youth wage for employees in the building trade in stonemasonry

1. Guaranteed wage for youth employees in the building trade from ages 16 through 20 in stonemasonry, as referred to in Article 2, paragraph 7, where the normal hours of work for a full-time employment contract average 37 hours per week and 7 hours and 24 minutes per day.

a. hourly wage in € as of 1 January 2022

Group	1a	2a	3a	4a
Age				
16	7,50	8,00	8,46	8,70
17	8,68	9,27	9,79	10,07
18	9,87	10,53	11,13	11,44
19	11,05	11,80	12,45	12,82
20	12,62	13,48	14,24	14,64

b. hourly wage in € as of 1 March 2022

Group	1a	2a	3a	4a
Age				
17 or younger	9,05	9,65	10,18	10,46
18	10,25	10,93	11,53	11,85
19	11,46	12,21	12,88	13,24
20	13,05	13,92	14,69	15,09

c. hourly wage in € as of 1 January 2023

Group	1a	2a	3a	4a
Age				
17 or younger	9,50	10,11	10,64	10,93
18	10,72	11,41	12,02	12,34
19	11,94	12,71	13,38	13,76
20	13,56	14,44	15,22	15,63

2. An employee who is younger than age 18 may not perform paid work.

Article 47 Student wage on-the-job training pathway (BBL)

1. Guaranteed wage for employees who are employed as students, as referred to in Articles 85 and 89. This does not apply to employees in the stonemasonry trade, as referred to in Article 2, paragraph 7 of this CLA.

a. hourly wage in € as of 1 January 2022

BBL Level 2/3	Year of study			
Age	1	2	3	4
16	7,19			
17	7,19	9,00		
18	8,82	9,24	9,67	
19	10,30	10,79	11,29	11,76
20	11,76	12,34	12,89	13,45
21 and older	14,01	15,41	16,10	17,51

b. hourly wage in € as of 1 March 2022

BBL Level 2/3	Year of study			
Age	1	2	3	4
16	7,41			
17	7,41	9,27		
18	9,08	9,52	9,96	
19	10,61	11,11	11,63	12,11
20	12,11	12,71	13,28	13,85
21	14,45	15,87	16,57	18,04

c. hourly wage in € as of 1 January 2023

BBL Level 2/3	Year of study			
Age	1	2	3	4
16	7,63			
17	7,63	9,55		
18	9,36	9,80	10,26	
19	10,93	11,45	11,98	12,48
20	12,48	13,09	13,68	14,27
21 and older	14,98	16,42	17,13	18,58

2. Student workers with an employment contract from a temporary placement agency are entitled to the regular CLA wage of this CLA instead of the student wage referred to in this article.

Article 48 Wages for OTA employees

Wages for OTA employees age 21 and older

a. OTA salary per month in € as of 1 January 2022

Function level	Minimum	Maximum
1	2.133	2.809
2	2.349	3.128
3	2.616	3.537
4	2.972	4.073
5	3.474	4.768
6	4.036	5.682

b. OTA salary per month in € as of 1 March 2022

Function level	Minimum	Maximum
1	2.203	2.888
2	2.422	3.212
3	2.693	3.627
4	3.054	4.170
5	3.563	4.875
6	4.133	5.802

c. OTA salary per month in € as of 1 January 2023

Function level	Minimum	Maximum
1	2.286	2.981
2	2.508	3.310
3	2.783	3.731
4	3.150	4.283
5	3.666	4.998
6	4.245	5.939

Article 49 Youth wages for OTA employees

The guaranteed youth wages for OTA employees aged 16 through.

a. youth wages OTA employees per month in € as of 1 January 2022

Function group 1	Minimum	Maximum
age 16	747	983
age 17	853	1.123
age 18	1.067	1.405
age 19	1.334	1.756
age 20	1.600	2.107

Function group 2	Minimum	Maximum
age 16	822	1.095
age 17	940	1.251
age 18	1.174	1.564
age 19	1.468	1.955
age 20	1.762	2.346

Function group 3	Minimum	Maximum
age 16	916	1.238
age 17	1.046	1.415
age 18	1.308	1.769
age 19	1.635	2.211
age 20	1.963	2.653

Function group 4	Minimum	Maximum
age 16	1.040	1.426
age 17	1.188	1.630
age 18	1.486	2.037
age 19	1.858	2.545
age 20	2.229	3.054

Function group 5	Minimum	Maximum
age 16	1.216	1.669
age 17	1.390	1.907
age 18	1.738	2.384
age 19	2.172	2.980
age 20	2.606	3.576

Function group 6	Minimum	Maximum
age 16	1.412	1.989
age 17	1.615	2.272
age 18	2.018	2.841
age 19	2.523	3.552
age 20	3.027	4.262

b. youth wages OTA employees per month in € as of 1 March 2022

Function group 1	Minimum	Maximum
age 17 or younger	905	1.180
age 18	1.122	1.465
age 19	1.393	1.821
age 20	1.662	2.176

Function group 2	Minimum	Maximum
age 17 or younger	993	1.308
age 18	1.230	1.626
age 19	1.530	2.022
age 20	1.827	2.418

Function group 3	Minimum	Maximum
age 17 or younger	1.101	1.475
age 18	1.366	1.834
age 19	1.698	2.282
age 20	2.030	2.730

Function group 4	Minimum	Maximum
Age 17 or younger	1.246	1.692
age 18	1.547	2.106
age 19	1.924	2.621
age 20	2.300	3.137

Function group 5	Minimum	Maximum
age 17 or younger	1.448	1.975
age 18	1.802	2.456
age 19	2.241	3.062
age 20	2.682	3.666

Function group 6	Minimum	Maximum
age 17 or younger	1.678	2.344
age 18	2.086	2.921
age 19	2.597	3.641
age 20	3.109	4.362

c. youth wages OTA employees per month in € as of 1 January 2023

Function group 1	Minimum	Maximum
Age 17 or younger	969	1.248
age 18	1.189	1.537
age 19	1.464	1.898
age 20	1.737	2.259

Function group 2	Minimum	Maximum
Age 17 or younger	1.058	1.378
age 18	1.298	1.700
age 19	1.603	2.102
age 20	1.904	2.504

Function group 3	Minimum	Maximum
Age 17 or younger	1.168	1.547
age 18	1.436	1.912
age 19	1.773	2.366
age 20	2.110	2.821

Function group 4	Minimum	Maximum
Age 17 or younger	1.315	1.767
age 18	1.620	2.188
age 19	2.003	2.710
age 20	2.385	3.234

Function group 5	Minimum	Maximum
Age 17 or younger	1.520	2.055
age 18	1.879	2.543
age 19	2.325	3.158
age 20	2.772	3.771

Function group 6	Minimum	Maximum
Age 17 or younger	1.753	2.429
age 18	2.167	3.015
age 19	2.686	3.746
age 20	3.206	4.477

Article 50 Guaranteed wage for target groups

1. The guaranteed wage for employees who come under Participation Act legislation, or have a WAJONG or WSW referral:

Pay scale for target groups	
Without relevant work experience	100% of the statutory minimum wage
1 year relevant work experience	105% of the statutory minimum wage
2 years relevant work experience	110% of the statutory minimum wage
3 years relevant work experience	115% of the statutory minimum wage
4 years or more relevant work experience	120% of the statutory minimum wage

2. In order to apply the pay scale given in this article, the employer must first ask for written permission from the parties to the CLA, Mauritskade 27, 2514 DH The Hague, info@tbafbouw.nl. The request must be accompanied by documentation showing that the employee concerned comes under the Participation Act or has a WAJONG or WSW referral.

- 3 Only after permission has been granted will the employer be able to make wage payments according to the pay scale for target groups.
4. This article does not apply to employees who are enrolled in a BBL training programme for the building trade at level 2 or 3.

Article 51 Entry level scale

1. The employer is only allowed to pay a guaranteed wage according to the entry level pay scale to an employee who has never worked in the building trade and is enrolled in a training programme other than a BBL programme for a maximum period of one year. The entry level scale does not apply to employees who are enrolled in or have completed a BBL training programme at level 2 or 3 for building trades.

Entry level scale	
First six months	The statutory minimum wage, increased with 25% of the difference between the statutory minimum wage and the wage according to Article 43 'Without relevant work experience' or the minimum according to Article 48.
Second six months	The statutory minimum wage, increased with 50% of the difference between the statutory minimum wage and the wage according to Article 43 'Without relevant work experience' or the minimum according to Article 48.

2. In order to apply the pay scale, the employer must first ask for written permission from the parties to this CLA, Mauritskade 27, 2514 DH The Hague, info@tbafbouw.nl. The request must be accompanied by:
 - a. a document signed by the employee in which he/she declares not to have any experience in the building trade; and
 - b. a training programme that is signed by the employer and the employee.
- 3 Only after permission has been granted will the employer be able to make wage payments according to the entry level pay scale.

Article 52 General wage rises

1. Increases as of March 1, 2022.
 - a. An increase of 1.4% and an amount of € 40 per month applies to adult employees from 21 years of age. This pay increase has been incorporated in article 43 sub b, article 45 sub b and article 48 sub b.
 - b. A wage increase that is derived from the adult wage according to the youth graduated percentages of paragraph 4 applies to young employees up to and including the age of 20. This pay increase has been incorporated in article 44 paragraph 3 sub b, article 46 sub b and article 49 sub b.
 - c. An increase of 3% applies to employees aged 20 or younger who receive vocational training in accordance with the BBL student wage. This wage increase has been incorporated in the BBL student wage of Article 47 paragraph 1 sub b.
 - d. An increase of 1.4% and an amount of € 40 per month applies to adult employees from 21 years of age who follow vocational education and receive the BBL student wage. This wage increase has been incorporated in the BBL student wage of Article 47 paragraph 1 sub b.
 - e. All employees receive a one-off amount of € 75.
2. Increases as of January 1, 2023.
 - a. An increase of 1.5% and an amount of €50 per month applies to adult employees from 21 years of age. This pay increase has been incorporated in article 43 sub c, article 45 sub c and article 48 sub c.
 - b. A wage increase that is derived from the adult wage according to the youth graduated percentages of paragraph 4 applies to young employees up to and including the age of 20. This pay increase has been incorporated in article 44 paragraph 3 sub c, article 46 sub c and article 49 sub c.
 - c. An increase of 3% applies to employees aged 20 or younger who receive vocational training in accordance with the BBL student wage. This wage increase has been incorporated in the BBL student wage of Article 47 paragraph 1 sub c.
 - d. An increase of 1.5% and an amount of €50 per month applies to adult employees from 21 years of age who follow vocational education and receive the BBL student wage. This wage increase has been incorporated in the BBL student wage of Article 47 paragraph 1 sub c.
3. The percentage increase to the wage, as referred to in paragraphs 1 and 2, shall be calculated into any performance bonuses, unless the performance bonus is a fixed amount.

4. Youth graduated percentages

Building trade employee	
Age	percentage
16	45%
17	50%
18	60%
19	70%
20	80%

OTA worker	
Age	percentage
16	35%
17	40%
18	50%
19	62,5%
20	75%

Article 53 Lack of light

1. If normal working hours are reduced due to darkness, the employer must pay the fixed agreed wage for the hours that employees have not worked. If the employer has installed artificial light at the work site, the employee is then obliged to perform work for the normal number of hours of work.
2. If the employer assigns a different kind of work for the period of time referred to in the previous paragraph of this Article, the employee is obliged to perform this work.

Article 54 Weather conditions preventing work

1. The employee is entitled to 100% of the fixed hourly wage given in this agreement if and for the time that bad weather conditions prevent employees from working (to be decided by the employer in reasonable consultation with the employees concerned).
2. The employee who leaves the work site without the permission of the employer or the employer's representative, or who does not resume work when the hindrance has passed and the employer has called for work to resume, is not entitled to the fixed pay referred to in paragraph 1 of this article.
3. If other work has been assigned by the employer as referred to the first paragraph of this article, which is suitable to the employee's skills, the employee is obliged to perform this work.
4. If the employee reports for work after being called in by the employer and it is not possible to work, the employer must reimburse the employee for the travel costs incurred, as stated in Articles 66 and 67.

Article 55 Ministerial Regulations for Weather Conditions Preventing Work

1. The Ministry of Social Affairs and Employment's Regulations for Weather Conditions Preventing Work (*Annex 13*) applies to extreme natural weather conditions, as referred to in the regulations.
2. 'Frost' as referred to in the regulations for weather conditions prohibiting work is considered to be a working day that at a minimum satisfies one of the following conditions:
 - the temperature recorded between 12:00 am and 7:00 am was lower than -3° Celsius; or
 - the temperature recorded between 7:00 am and 9:30 am is -0.5° Celsius or lower; or
 - the temperature recorded at 9:30 am is -1.5° Celsius or lower.

The following situations at work are considered equivalent to frost:

 - there is a layer of snow that is not easily removed with simple equipment;
 - the frost has a direct effect on the materials, equipment or ground conditions at the work site.
3. The employer is prohibited from terminating the employee's employment relationship during weather conditions preventing work within the meaning of the Regulations for Weather Conditions Preventing Work, due to work reduction, among other things, with the exception of termination for urgent reasons, as referred to in Book 7, Article 678 of the DCC.
4. *The employer is obliged to meet contribution and premium obligations to the funds listed in the CLA for the Building Trade Industry-wide Scheme.*
5. If the employer does not make use of the statutory provision or the application is rejected by the UWV, Article 54 remains in full force.
6. The employer undertakes to pay the employee involved a supplement to WW benefits at 100% of the wage.
7. In Article 4 of the Regulations for Weather Conditions Preventing Work (*Annex 13*), rules are given about how extreme natural weather conditions should be reported to the UWV by the employer. Reports of frost must be received by the UWV before 10:00 am.

Chapter 7

Allowances and bonuses

Article 56 Clothing allowance

Good work clothing (overalls) and good safety shoes shall be made available by the employer to employees who perform work as stated in Article 2, paragraphs 2 through 7. When work clothing and safety shoes are not provided, the employee shall receive a net compensation in the amount of €1.41 for each day worked. *As of 1 March 2022, the net compensation is € 1.45 for each day worked.* As of 1 January 2023, the net compensation is € 1.50 for each day worked.

Article 57 Tool/equipment allowance

Tools/equipment shall be made available by the employer to employees who perform work as stated in Article 2, paragraphs 2 through 7. For the use of personal tools/equipment, the employee shall receive a net tool allowance of € 0.76 for each day worked. *As of 1 March 2022, the tool allowance is € 0.79 for each day worked.* As of 1 January 2023, the net allowance is € 0.81 for each day worked.

Article 58 Diploma bonus

1. The employee who holds a building trades related senior secondary vocational education diploma (MBO) at level 2, issued by a government recognised educational institution, is entitled to an hourly wage 5% higher than the normal guaranteed hourly wage applicable to this employee.
2. The employee who holds a building trades related senior secondary vocational education diploma (MBO) at level 3, issued by a government recognised educational institution, or equivalent diploma, is entitled to an hourly wage 10% higher than the normal guaranteed hourly wage applicable to this employee.

Article 59 Company master tradesman bonus

1. The employee who is designated as the company master tradesman by the employer and has successfully completed the course 'master tradesman/skills instructor', shall receive a bonus of 5% on top of the fixed agreed wage for the hours actually spent in the function of master tradesman. Under these same conditions, the employee concerned shall be given leave from the normal working hours for productive work in order to be able to perform the duties of a company master tradesman. The following standards then apply:
 - for supervising one apprentice-employee: an average of 5% of normal working hours;
 - for supervising two to four apprentice-employees: an average of 10% of normal working hours;
 - for supervising four to seven apprentice-employees: an average of 20% of normal working hours;
2. This Article does not apply to the stonemasonry trade.

Article 60 First aid bonus

The employee who holds a valid First Aid (EHBO) diploma shall receive a bonus of € 61,75 per annum. *As of 1 March 2022, the bonus is € 63,61 per annum.* As of 1 January 2023, the bonus is € 65.52 per annum.

Article 61 Overtime pay or compensation in time off

1. When an employee works overtime, with due observance of the provisions of paragraph 2 of this Article, there is a choice between pay for the overtime hours worked or time off for the number of overtime hours which he/she would have received pay for according to paragraph 3 of this Article.
2. The employee is obliged to inform the employer of his/her choice in good time, indicating for each overtime situation what choice has been made.
3. If the employee chooses payment for overtime, then pay shall be added to the paid hourly wage as follows:
 - a. for the first, second and third overtime hour: 25% of the hourly wage per hour;
 - b. for each subsequent overtime hour: 50% of the hourly wage per hour.
4. If the employee chooses compensation in time off for the pay as stipulated in paragraph 3, the compensation hours in time off shall be taken in mutual consultation between the employee and the employer.
5. The employer shall ensure the choice is effectuated.
6. The choice stated in this Article also applies to working on Saturday or Sunday.

Article 62 Payment for re-scheduled hours of work

For re-scheduled hours of work, the guaranteed hourly wage shall exclusively be increased with 25% for work that is performed before 6:00 am or after 6:00 pm.

Article 63 Payment for working on Saturdays, Sundays and Holidays

1. If work is performed on Saturday, with the exception of the possibility based on Article 18, paragraph 8(b), the hourly wage shall be increased by 50%. Work on Saturday means work between 12 midnight Friday night and 12 midnight Saturday night.

2. If work is performed on Sunday, the hourly wage shall be increased by 100%. Work on Sunday means work between 12 midnight Saturday night and 12 midnight Sunday night. Employees cannot be required to work on Sunday. Working on Sunday is equivalent to work that is performed on a recognised public Christian holiday or King's day, as referred to in Article 1, paragraph 8 of this CLA.

Article 64 Shift work in the stonemasonry trade

1. Employees who work in two or more shifts shall receive a bonus on their wages of 15%.
2. Only employees who work more than an average of 37 hours per week or who perform work on Saturday, Sunday or holidays are entitled to the bonus for overtime.
3. This Article does not apply to OTA personnel in the stonemasonry trade.
4. This Article applies exclusively to the stonemasonry trade.

Article 65 Performance bonus

1. The employer is authorised to grant a performance bonus on top of employees' applicable wage.
2. A performance bonus may also be granted to an employee as a result of initiating the new job function and wage classification system as of 1 May 2019. This performance bonus shall preferably be expressed as a percentage of the guaranteed wage.
3. If the existing performance bonus was a percentage of the guaranteed wage and the performance bonus is re-calculated as a result of initiating the new job function and wage classification system, then the performance bonus shall remain a percentage of the guaranteed wage. If the existing performance bonus was a fixed amount and the performance bonus is re-calculated as a result of initiating the new job function and wage classification system, then the performance bonus shall be a new fixed amount, adjusted where applicable.

Article 65a

(Reserved)

Chapter 8

Travel expenses

Article 66 Travel expenses

1. The employer is obliged to provide a safe (collective) means of transport if the employee, in the employer's opinion, must travel to and from work to perform his job.
2. In this Article, (collective) means of transport is understood to mean all motorised vehicles except for mopeds, light mopeds, motorbikes, scooters and bicycles.
3. The employee is entitled to a kilometre allowance of €0.32 gross per kilometre if the employer does not provide (collective) means of transport, as referred to in the first paragraph of this Article, and the employee makes use of his/her own vehicle. *As of 1 March 2022, the gross allowance is € 0.33 per kilometre.* As of 1 January 2023, the gross allowance is € 0.34 per kilometre.
4. The employee is entitled to an allowance of € 1.37 per day for the first 20 kilometres and € 0.12 for each additional kilometre if the employer does not provide (collective) means of transport, as referred to in the first paragraph of this Article, and the employee makes use of his/her own moped or scooter. *As of 1 March 2022, the gross allowance is € 1.41 and € 0.12 respectively per kilometre.* As of 1 January 2023, the gross allowance is € 1.45 and € 0.12 respectively per kilometre.
5. The employee is entitled to an allowance of € 0.22 gross per kilometre if the employer provides a (collective) means of transport as referred to in the first paragraph of this Article, but the employee chooses, in consultation with the employer, to make use of his/her own vehicle. *As of 1 March 2022, the gross allowance is € 0.23 per kilometre.* As of 1 January 2023, the gross allowance is € 0.24 per kilometre.
6. If in the employer's opinion the employee must use public transport, then the travel costs shall be reimbursed by the employer upon presentation of the public transport ticket. For train travel second class tickets shall be reimbursed.
7. An employee who uses his/her own car as instructed by the employer is obliged to take out insurance coverage for passengers. The employer is not liable for any damage to the employee's car. The parties advise employees to take out Casco insurance coverage.
8. This Article does not apply to the stonemasonry trade.

Article 67 Compensation for travel costs and travel hours in the stonemasonry trade

In this Article a distinction is made between:

- a. regular home-work commute: these are trips between the employee's place of residence and the location where he/she normally works (the premises/registered location of the company), and
- b. travel for work: these are trips between the place of residence and other locations where the employee is obliged to work and trips taken during work on the employer's instructions.

This Article applies exclusively to the stonemasonry trade.

Travel expenses

1. If in the employer's opinion the employee must make use of his/her own vehicle for the home-work commute, or during or for the purpose of performing the work, the employee shall receive compensation for such trips.
2. Employees who travel to work using public transport (from home address to the company and return) shall be compensated for (home-work) travel costs.
3. The employer is not obliged to adjust the compensation to the new situation if the employee moves further away from the location at his/her own initiative.
4. If the costs for travel to work increase due to government measures, the parties shall enter into consultations again regarding the contents of this Article.

A. Expenses for travelling to work

Compensation for travelling to work is as follows:

- for the use of a bicycle: € 5,06 per week or € 1,012 per day;
- for the use of a moped: € 1,27 for the first 20 kilometres and € 0,10 for each additional kilometre;
- for the use of a motorbike: € 0,29 per kilometre;
- for the use of a car: € 0,14 per kilometre for driver and passengers, with a minimum of € 0,37 per kilometre and a maximum of € 0,42. The portion of the compensation above € 0.19 is taxable.

As of 1 March 2022, compensation for travelling to work is as follows:

- for the use of a bicycle: € 5,20 per week or € 1,04 per day;
- for the use of a moped: € 1,31 for the first 20 kilometres and € 0,10 for each additional kilometre;
- for the use of a motorbike: € 0,30 per kilometre;
- for the use of a car: € 0,14 per kilometre for driver and passengers, with a minimum of € 0,38 per kilometre and a maximum of € 0,44. The portion of the compensation above € 0.19 is taxable.

As of 1 January 2023, compensation for travelling to work is as follows:

- for the use of a bicycle: € 5,35 per week or € 1,07 per day;
- for the use of a moped: € 1,35 for the first 20 kilometres and € 0.10 for each additional kilometre;
- for the use of a motorbike: € 0,30 per kilometre;
- for the use of a car: € 0,15 per kilometre for driver and passengers, with a minimum of € 0,39 per kilometre and a maximum of € 0,45. The portion of the compensation above € 0.19 is taxable.

This provision (expenses for travelling to work) applies to OTA personnel insofar as use is made of a vehicle for the purpose of performing their work.

B. Travel expenses for the home-work commute

The following fixed compensation applies to the home-work commute by car or motorbike:

Distance one-way per working day	Gross compensation incl. first 15 kilometres	
	per 4 weeks	per month
0 thru 15 kilometres	N/A	N/A
16 thru 20 kilometres	173,56	188,08
21 thru 25 kilometres	227,85	239,64
26 or more	282,10	296,70

Distance one-way per working day	Gross compensation incl. first 15 kilometres as of 1 March 2022	
	per 4 weeks	per month
0 thru 15 kilometres	N/A	N/A
16 thru 20 kilometres	178,77	193,72
21 thru 25 kilometres	234,68	246,83
26 or more	290,57	305,60

Distance one-way per working day	Gross compensation incl. first 15 kilometres as of 1 January 2023	
	per 4 weeks	per month
0 thru 15 kilometres	N/A	N/A
16 thru 20 kilometres	184,13	199,53
21 thru 25 kilometres	241,73	254,23
26 or more	299,28	314,77

- These amounts apply to employees who work five days per week. For shorter hours of work per week, the pro rata amount applies.
- The employer is not obliged to adjust the travel expense and/or travel hours compensation to a new situation if the employee moves further away from the location on his/her own initiative.
- Employees must not undergo any reduction in travel expenses as the result of the implementation of new work expense provisions.

C. Travel hours

1. This compensation for travel hours applies to employees with an employment contract concluded before 1 July 2008.
2. For the duration of a trip that is made with the following:
 - a. public transport vehicle,
 - b. a vehicle made available by the employer, or
 - c. personal vehicle,
 the employee shall receive € 10.61 gross per hour from the employer, except for the first 45 minutes of the commute to work and 45 minutes of the commute home each day, which shall not be compensated by the employer. For an employee who travels as the driver of a car with one or more passengers, the first half-hour of the commute to work and the first half-hour of the commute home shall be at his/her own expense, and subsequently € 10.61 gross per hour shall be compensated. *As of 1 March 2022, the gross compensation amount in each case is*

€ 10.93. As of 1 January 2023, the gross compensation amount is € 11,26.

3. 'Duration of a trip', as referred to in paragraph 2, is understood to mean the period of time that it takes to travel from home to work and back.
4. If the total duration of working hours, rest breaks and travel time calculated from the time of departure of the vehicle, as referred to in paragraph 2, until such time as the vehicle returns takes longer than 10 ¾ hours per day, working hours shall be reduced by the additional time. No wages shall be paid for rest breaks. The travel hours that come within the period of normal hours of work shall be paid as working hours and the other travel hours shall be paid as travel hours. The foregoing does not apply if the daily timeframe has been extended.
5. The employer is obliged to keep a sound administration of the actual travel hours clocked for each working day.
6. This (travel hours) provision does not apply to OTA employees in the stonemasonry trade.

Article 68 Moving expenses

The employee is entitled to reasonable compensation for moving expenses if he/she is to perform work in a different city or town than the place where he/she had been hired to work at the request of the employer and moves at the employer's request.

Article 69 Travel hours

1. For the duration of a trip that is made with the following:
 - a. public transport vehicle,
 - b. a vehicle made available by the employer, or
 - c. personal vehicle,the employee shall receive € 10.61 gross per hour from the employer, except for the first 45 minutes of the commute to work and first 45 minutes of the commute home each day, which shall not be compensated by the employer. For an employee in the building trade who travels as the driver of a car with one or more passengers, the first half-hour of the commute to work and the first half-hour of the commute home shall be at his/her own expense, and subsequently € 10.61 gross per hour shall be compensated. The employee with a fixed workplace, however, is not entitled to this compensation. *As of 1 March 2022, the gross compensation amount in each case is € 10.93. As of 1 January 2023, the gross compensation amount is € 11,26.*

The compensation of € 10.00 gross per hour does not apply to youth employees aged 16 through 20, but rather compensation in accordance with youth rate percentages applies.

Employees in the building trade	
Age	percentage
16	45%
17	50%
18	60%
19	70%
20	80%

OTA employees	
Age	percentage
16	35%
17	40%
18	50%
19	62.5%
20	75%

2. 'Duration of a trip', as referred to in paragraph 1, is understood to mean the period of time that it takes to travel from home to work and back.
3. If the total duration of working hours, rest breaks and travel time calculated from the time of departure of the vehicle, as referred to in paragraph 1, until such time as the vehicle returns takes longer than 10 ¾ hours per day, working hours shall be reduced by the additional time. No wages shall be paid for rest breaks. The travel hours that come within the period of normal hours of work shall be paid as working hours and the other travel hours shall be paid as travel hours. The foregoing does not apply if the daily timeframe has been extended as referred to in Article 18, paragraph 3(b).
4. The employer is obliged to keep a sound administration of the actual travel hours clocked for each working day.
5. This Article does not apply to the stonemasonry trade.

Article 70 Travel expenses and travel hours exemption

1. The employer, and insofar as applicable, the Works Council or the employee representatives or the staff meeting, may, having listened to the employees, agree provisions for travel expenses/travel hours at the company level that deviate from this CLA. In order to do so, the company must apply to the parties to the CLA for an exemption. The request to the parties of the CLA shall be marginally checked, in particular to make sure that the employees have been sufficiently heard.
2. Article 12 of this CLA applies to requests for exemption.

Article 71 Travel expenses and travel hours during short absences

1. The employer shall compensate travel expenses for public transport costs (second class) from the place of work to the employee's place of residence and back in the case of absence for the reasons given in Article 30, paragraph 2.
2. Employee's in the building trade are also entitled to compensation for the duration of the trip for an amount as referred to in Article 69, paragraph 1.

Article 72 Compensation for temporary short-stay

1. If the work is so far from the employee's residence that returning home daily is not reasonable, the employer shall reimburse the costs for decent food and accommodation for temporary short-stay, in consultation with the employee.
2. For the travel hours and travel expenses between the temporary short-stay and work, travel expense and travel hours provisions of Articles 66, 67 (stonemasonry trade) and 69 apply *mutatis mutandis*.

Article 73 Liability for transport

1. The employee is not obliged to make use of the means of transport made available by the employer or his/her representative that does not meet legal regulations.
2. The provision of paragraph 1 also applies if:
 - a. transport has been handed over by the employer to a third party;
 - b. the transport is provided by one of the employer's employees, in consultation.
3. The employer is obliged to take out liability insurance coverage for any damages that might be suffered by employees and/or their surviving relations/partners due to transporting said employees by, or due to, or on the instructions of the employer or the employer's representative(s).

Article 74 Moving house

Employees must discuss their intentions to move considerable distances promptly with the employer. If an employee moves to a place that is further than 25 kilometres from work without the employer's permission, the employer is not obliged to pay compensation for travel expenses beyond 25 kilometres.

Chapter 9

Work disability, sustainable employability and unemployment

Article 75 Work disability

1.
 - a. In the case of work disability, the employee shall retain 85% of the fixed agreed wage and the accompanying leave/holiday allowance during the first and second years of sickness, *with due observance of the provisions of Article 17, paragraph 3 of this CLA*. If the amount that would be paid out to the employee on the grounds of the foregoing is lower than the amount the employee is entitled to on the grounds of Book 7, Article 629 of the DCC, then payment must proceed according to the latter amount.
 - b. If the employee works within a performance promoting system, payment of wages during sickness shall be calculated on the basis of the average pay received in the three months immediately preceding the first year of sickness. In such a case, the employee retains a claim to the 85% of the fixed agreed wage and the accompanying leave/holiday allowance during the first and second years of sickness
 - c. The employer is entitled to deduct from this amount benefits awarded to the employee under the provisions of the Sickness Benefits Act or other benefits substituted in their place in connection with lost pay. The employee is also entitled to the fixed wage for unit of time, as referred to in Book 7, Article 629 of the DCC.
 - d. *Deduction of the premiums and contributions owed, as referred to in Article 10 of the CLA Industry-wide Scheme for the Building Trade shall be limited to the maximum number of accrual days per calendar year.*
 - e. The foregoing does not apply if and to the extent that the employee can invoke a claim for compensation for damages incurred for lost pay against a third party for his/her work disability *and* the employer has requested that the employee transfer his/her rights to the claim for compensation for damages incurred for lost pay to the employer by a deed of transfer. In such a case, the employee is required to transfer the claim.
 - f. If the employee transfers his/her rights to the employer to the extent referred to above, then the amounts shall as yet be paid to him/her as stated above and always at the points in time at which those payments should have been made.
2. If an employee cannot perform his/her work due to work disability, the employer and employee are obliged to observe the provisions of the Sickness Absence Scheme, as included in Annex 6.

Article 76 Supplementary scheme for old age pension in the stonemasonry trade as of 1 January 2006

1. *Supplementary scheme for employees under age 55*
In addition to the old age pension scheme under the management of Bedrijfstakpensioenfonds voor de Bouwnijverheid Foundation, a conditional supplementary scheme applies to employees who were under 55 on 1 January 2005, entering into effect on 1 January 2006. This supplementary scheme applies to employees who meet a number of conditions, which are included in the pension scheme. The scheme is implemented by the Bedrijfstakpensioenfonds voor de Bouwnijverheid Foundation.
2. *This Article applies exclusively to the stonemasonry trade.*

Article 77 Mijn Loopbaan (My Career)

1. *Mijn Loopbaan is responsible for implementing the career policy for the sector.*
2. *After the employee and/or employer has signed up with Mijn Loopbaan, an in-take interview will take place which will determine whether the employee is eligible for a pathway as stated in paragraph 3.*
3. *The following pathways are implemented in Mijn Loopbaan:*
 - a. *Ambition: advice and supervision for employees who have chosen the goal of finding a different job within or outside the company where they work, but within the building trade sector.*
 - b. *Prevention: advice and supervision for employees who are threatened with work disability in their current job function and therefore are looking for different work.*
 - c. *Promoting sustainable employability: advice and supervision for employees age 55 and above who cannot maintain good health while working in their current job function until pensionable age. In individual cases, it is possible to deviate from the age limit of 55 by obtaining a decision from the parties to the CLA.*
 - d. *Long-term sickness: implementing first and/or second track re-integration pathways for employees who have a long-term illness.*
4. *The social partners shall make a budget available each year to finance Mijn Loopbaan and the pathways. Participation in a pathway is possible, budget permitting.*
5. *The Sustainable Employability Scheme (Annex 9) apply to the said pathways.*

Article 78 80/90/100 Scheme

1. *If the recommendations of My Career and/or PAGO and/or re-integration for an employee from the age of 57 indicate that reduction of the hours of work in the current job function from 100% to 80% is the best option to keep the employee sustainably employed, the employee shall be eligible for exemption from performing work on one day per week. In that case, the 80/90/100 Scheme applies: the employee works for 80% of the working week, the employer pays 90% of the wage agreed before hours of work were shortened, and pension accrual remains based*

on 100%. For part-timers, the scheme is applied pro rata. In individual cases it is possible to deviate from the age limit of 57 by obtaining a decision from the parties to the CLA.

1a An employee aged 61.5 or older can participate in the 80/90/100 scheme. Entry is possible from 1 January 2022.

The following conditions apply:

- the age limit of 61.5 years (reference date 1 January 2022) will increase along with the increase in the state pension age;
- the employee has worked at least 10 of the last 15 years under the Collective Labor Agreement for Finishing and/or the former Collective Labor Agreement for natural stone; and
- the employee hands in his scheduled days off.

2. General pay rises, as referred to in Article 52, apply.

3. The employer may submit a declaration for the extra leave hours to the O&O fund (www.mijnafbouw.nl/Mijn-cao-aanvragen).

4. When submitting a declaration as referred to in paragraph 3, the employer cannot also submit a declaration for the building site employee to the O&O fund, as referred to in Article 24, paragraph 6, and Article 25, paragraph 7.

5. The Regulation for Sustainable Employability (Annex 9) applies to the 80/90/100 Scheme.

Article 79 Death

1. If an employee dies at work, or on the way to or from work, the employer shall compensate the costs of transporting the bodily remains to the normal address of the person concerned in the Netherlands, to the surviving relatives/partners or to those who have borne the costs of such transport, unless these costs are compensated by the employee's insurance or a third party.

2. When an employee dies, the surviving relatives/partners shall receive the full wages for the month in which the death took place. In applying this provision, surviving relatives/partners shall be understood to mean the longest living spouse with whom the employee lived without being permanently divorced, or if such a person is lacking, the person who was cared for by the employee. Where applicable, any benefits under the Sickness Absence Act or the Work Disability Insurance Act shall be deducted from this benefit.

Article 80 Disability Pension Scheme

Op 1 January 2006 the Disability Pension Scheme lapsed. One exception applies to cases whereby after 1 January 2006 the right to benefits was revived on the grounds of the WAO. Such exceptional cases should notify the *Bedrijfstakpensioenfondsen voor de Bouwnijverheid* Foundation.

Article 81 WGA-gap

Employers may take out insurance on a voluntary basis to cover employees' reduction to income as a result of the Resumption of Work for Partially Disabled Workers Regulation (WGA). This WGA-gap insurance, which supplements the follow-up benefit for WGA up to 70% of the loss of earning capacity (the difference between theoretically possible and actual earnings), is compensated.

Article 82 Pension accrual during unemployment

1. An unemployed employee who worked in an employment capacity covered by the CLA for 420 days in the three years before becoming unemployed, who, if he/she had not become unemployed, would have been entitled to payment of pension premium by the employer, is entitled, upon request, to funding for the continuation of his/her pension accrual by the O&O fund for a maximum of six months, if an entitlement to unemployment benefits (WW) applies, or in the case of sickness on the first day of unemployment, if an entitlement from the fund to a sickness benefit (ZW) has arisen instead of the unemployment benefit.

2. The continuation of pension accrual referred to in paragraph 1 must be requested within 9 months of the WW entering into effect.

3. A partially unemployed employee is entitled, upon request, to funding for the continuation of his/her pension accrual by the fund for every hour that he/she receives part-time WW benefits for a maximum of six months.

4. The entitlement referred to in paragraph 1 may only arise a second time for an employee for a maximum period of 130 days if, after the continuation stated in paragraph 1, due to termination of the benefits to the employee concerned, 100 days are again worked in the sector.

5. In the case of benefits being revived, the employee concerned is entitled to continuation for a maximum 130 days, less the number of days that the employee was already entitled to continuation during the former period over which the revived benefits were granted.

6. An unemployed employee, as referred to in Article 1, who worked in an employment capacity covered by the CLA for 420 days in the three years before becoming unemployed, and who, if he/she had not become unemployed, would have been entitled to payment of pension premium by the employer and has been awarded sickness (ZW) benefits after the lapse of the first six months, is entitled, based on paragraph 1, and, if then the Labour Disability Act (WIA) enters into effect, likewise entitled to funding for the continuation of his/her pension accrual for the period between the first six months of paragraph 1 and the WIA entering into effect.

7. An application for continuation of pension accrual as stated in paragraph 6 must be submitted to the APG within 3 months of the WIA commencing.

8. The continuation of pension accrual may only take place with the pension fund 'bpfBOUW'.

9. An unemployed self-employed person is understood to mean the employee who receives benefits from the implementing agency on the first day of unemployment, as referred to in Section II of the Unemployment (Insurance)

Act, or instead of the foregoing, receives benefits on the first day of unemployment under the Sickness Absence Act, or exclusively on the grounds of the provisions of Article 29, paragraph 2(b) or (c) of the Sickness Absence Act does not receive any benefits for the first two days of work disability.

Article 83 End-of-year bonus

1. The employee who receives WAO/WIA benefits on 1 November of the calendar year in which the end-of-year bonus shall be made payable, is entitled to an end-of-year bonus, unless he/she has been declared less than 35% disabled for work under the WAO/WIA.
2. The amounts of the end-of-year bonuses for WAO/WIA are as follows:
 - € 729 gross for work disability of 80%;
 - € 579 gross for work disability of 65 to 80%;
 - € 466 gross for work disability of 55 to 65%;
 - € 370 gross for work disability of 45 to 55%;
 - € 295 gross for work disability of 35 to 45%.
3. Employees who come under WAO/WIA from 1 January 2016 are not entitled to an end-of-year bonus.
4. The amount of the end-of-year bonus is determined by the category of work disability in which the employee has been placed as of 1 November of the calendar year to which the end-of-year bonus applies.
5. The end-of-year bonus is payable in the month of December.
6. An application for the end-of-year bonus may be made up to and including 31 March of the following year, with due observation of paragraph 4.
7. This Article does not apply to the stonemasonry trade.

Article 84 End-of-year bonus for the stonemasonry trade

1. The employee who last worked in the stonemasonry trade and on 1 November of the year is entitled to WAO benefits (hence not benefits on the grounds of the WIA) shall receive a WAO end-of-year bonus in the month of December.
2. The amounts of the end-of-year bonuses for WAO are as follows:
 - € 1184 gross for work disability of 80% or more;
 - € 914 gross for work disability of 65 to 80%;
 - € 730 gross for work disability of 55 to 65%;
 - € 594 gross for work disability of 45 to 55%;
 - € 489 gross for work disability of 35 to 40%.
3. Employees who come under WAO from 31 December 2015 are not entitled to an end-of-year bonus.
4. Persons for whom WAO benefits are revived after 1 January 2017 are not entitled to an end-of-year bonus.
5. The amount of the end-of-year bonus is determined by the category of work disability in which the employee has been placed as of 1 November of the calendar year to which the end-of-year bonus applies.
6. The end-of-year bonus is payable in the month of December.
7. An application for the end-of-year bonus may be made up to and including 31 March of the following year, with due observation of paragraph 5.
8. This Article applies exclusively to the stonemasonry trade.

Chapter 10

Vocational education and retraining

Article 85 Vocational education programmes

1. Employers and employees shall promote vocational education and the development of practical skills in the trade. To that end, the employer shall enter into a practical trade skills contract (BPVO) with as many as possible of the employees in his/her employment who have not yet completed a vocational programme of education, according to the conditions applicable to the vocational programme in accordance with the Education and Vocational Training Act (WEB).
2.
 - a. In order to conclude a BPVO, this employer and employee must also have an employment contract.
 - b. An employer may, in accordance with Article 89, also choose to educate a student who is employed by and has an employment contract with a partnership organisation. The partnership organisation then takes responsibility for the employment contract and education guarantee of the student.
3. Notwithstanding the provisions in the BPVO, and with due observance of Articles 88 and 89, the employee for whom a BPVO has been concluded is obliged:
 - a. to complete the programme with dedication and to the best of his/her ability in the company of the employer;
 - b. to complete the (theoretical and practical) training.
4. Notwithstanding the provisions in the BPVO, and with due observance of Articles 88 and 89, the employer is obliged to give the employee with whom a BPVO as referred to in paragraph 1 has been concluded the opportunity:
 - a. to participate in additional theoretical and practical training, even if these programmes are offered within normal working hours;
 - b. for employees who are taking additional theoretical education in evening classes, to end work so much earlier as is deemed necessary on the days that they must attend the educational institution;
 - c. to sit examinations and complete other activities that are considered necessary by the educational bodies referred to in paragraph 1 in the interests of the programme. All under the condition that the person concerned has notified the employer upon entering employment that he/she is studying for a certain degree;
 - d. to miss work for the purpose of sitting an examination for a diploma and/or certificate for a (partial) qualification from the Savantis Examination Institution, or another institution designated as equivalent under the Education and Training Act by or on behalf of the parties; this applies to basic vocational training and skilled trades training (i.e.: senior secondary vocational education (MBO) levels 2 and 3).
5. The employer is obliged to offer the employee who is completing basic vocational training in the on-the-job training pathway (BBL 2) or the (advanced) skilled trades programme on the job (BBL 3), a guarantee of work for the duration of at least one year, which may be extended for the duration of one year. The maximum duration of the work guarantee is two years, with the possibility of extension for one year. When the BPVO ends, the employment contract shall end automatically.
6. The employee shall receive the student wage as stated in Article 47.
7. The employment relationship of an employee with a BPVO may be terminated, including during the course of the contract, if that person's conduct in the work situation warrants, and the director of the UWV *WERKbedrijf* or the subdistrict court sees sufficient reason thereto. In such a case, the BPVO shall terminate one month after the termination of the employment contract.

Article 86 Training

1. The employer shall give the employee who is no longer subject to compulsory education, and who is enrolled in a programme under the Vocational Education and Training Act, the opportunity to attend additional classes within normal hours of work up to a maximum of one day per week. If these classes are taken in the evening, the employee concerned shall be allowed to end work so much earlier as is necessary, depending on the distance, to enjoy a reasonable rest period.
2. If classes are taken three evenings per week, it shall be determined whether it is reasonable to give the employee concerned an opportunity one morning or afternoon per week to do homework for the programme.

Article 87 Foreign credentials

Diplomas or certificates for plasterers, finishers and terrazzo educational programmes in countries of the European Union confer the same rights to classification in the wage groups and diploma bonuses given in the CLA.

Article 88 Replacement for compulsory education

1. For youth employees who would have to be enrolled in an educational programme fulltime under the Compulsory Education Act and who come under Replacement for Compulsory Education due to a decision by the Mayor and Aldermen and who are completing a vocational educational programme in the On-the-job learning pathway (BBL) one or two days per week, a 4 or 3-day work week is applicable, respectively. This youth employee is not entitled to wages for the days on which he/she attends school or during school holidays.
2. In derogation to the provisions of Article 23, the employee concerned has the right to 18 days of company holiday, on the basis of a full working week.

Article 89 Vocational education via a partnership

1. A senior secondary vocational education programme may be completed at a partnership organisation or ROC by submitting an application or registering. The application/registration procedure includes a diagnostic period of two weeks. A diagnostic assessment will determine whether the candidate will be admitted to the programme.
2. When the applicant has been admitted to the programme, a personal education plan will be drawn up. The personal education plan will lay out a learning path. There are three learning paths:
 - a. The student is assessed as completely suitable for the programme, is enrolled in a BBL programme and enters the employment of a partnership organisation on the basis of an employment contract. The partnership organisation is responsible for 15 days of supplementary practical training upon commencement and/or spread over the duration of the degree programme. The student receives no wages during the supplementary practical training. The student will be placed with a training company which is affiliated with the partnership organisation and will receive the student wage referred to in Article 47.
 - b. The student is assessed as not yet suitable for admission to the BBL programme and must first complete extra supplementary practical training. The programme then begins with supplementary practical training of 3 months maximum at a partnership organisation. During this period, the student will receive an internship compensation for the days that he/she is interning at the recognised training company.
 - If the supplementary practical training is successfully completed, the student can be enrolled in the BBL degree programme, enter the employment of the partnership organisation and be placed by a training company that is affiliated with the partnership organisation. The student who is employed by the partnership organisation will receive the student wage as referred to in Article 47.
 - If the supplementary practical training is not successfully completed, the vocational training at the partnership organisation shall be terminated.
 - c. The student is assessed as suitable for the degree programme but does not yet have sufficient basic technical skills. The student will then be enrolled in a regular BOL degree programme. Depending on the student's development, the student can be enrolled in a BBL programme in the second or ultimately the third school year on an individual basis and enter the employment of the partnership organisation.
3. An employment contract and a vocational training contract (BPVO) shall be concluded between the partnership organisation and the student who will be enrolling in a BBL programme. When the BPVO ends, the employment contract shall be automatically terminated.
4. Book 7, Article 668(a) of the DCC does not apply to an employment contract concluded between a student and the partnership organisation which has exclusively or predominantly been concluded for educational purposes.
5. In relation to the collaboration agreement between the partnership organisation and Savantis, agreements shall be made regarding the method of training, the amount of compensation for internship for BBL students without employment and BOL students, as well as secondment rates to be charged to training companies by partnership organisations.

Article 90 Continuing education

1. Employees are entitled to an average of two days of training per year with retention of their wages to be spent on a training course in the building trade sector at Savantis or equivalent institution. In any year, an employee may take a maximum of three training days, whereby 'excess' training days taken shall be offset with previous and/or subsequent years. The employee may save a maximum of six training days.
2. The employer is obliged to develop a transparent education and training policy for employees in his company. This is met if the Afbouwacademie training catalog has been made available to the employee
3. If, contrary to the second paragraph, the employer does not have a transparent education and training policy, the employee is entitled to follow a course independently. The course and absenteeism costs will be borne by the employer, if the nature of the course has been discussed with the employer.

Article 91 Company courses

1. The employee is obliged to take company courses that are organised by or on behalf of the employer if this has been contracted in the job appointment. The contents of these courses must be related to the job function that the employee fills within the company. The course shall be for the account of the employer.
2. If a course is taken outside the company in consultation between the employer and employee with the intention that after the course the employee would be better skilled in the current duties or that the employee would become eligible for a different job function at a later point in time, then at least 2/3 of the costs of the course shall be for the account of the employer, whereby certain conditions shall be set down in mutual consultation.

Chapter 11

Trade union activities

Article 92 Trade union activities within the company

The parties to the CLA recognise the importance of contact between employee organisations and their members, and between the members themselves. This also applies to support for members chosen for the Works Council by employee organisations. In order to make this possible, the following facilities shall be made available:

- 1. Employee organisations may appoint one contact person from their members within each company or at a work project that is deemed eligible. The employer shall be informed of their choice.*
- 2. The contact person shall be given the opportunity to meet with the other members of the employee organisations who work for the company.*
- 3. If circumstances make this impossible outside working hours, the contact person shall be given the opportunity during working hours to meet with paid directors of the employee organisations.*
- 4. The contact person shall be given the opportunity to meet with the Works Council during working hours, if the latter initiates such contact.*
- 5. Contact persons shall receive – within reasonable boundaries – leave with retention of their wages for the activities referred to in paragraphs 2, 3 and 4. The maximum of 50 work hours per annum for each 100 employees shall not be exceeded; a pro rata number of hours applies to smaller businesses.*
- 6. The employer shall, upon request, and as a rule outside of business hours, make space at the company available for meetings of members of the employee organisation with the contact person and/or the paid directors of the employee organisations.*
- 7. The employer shall ensure that the contact person is not disadvantaged because of working for the trade union, for example in terms of promotion or wages.*
- 8. The employment contract with the employee who acts as contact person, or who has acted as contact person in the preceding 2 years, may not be terminated for that reason.*

Article 93 Union dues

At the request of the employee, the employer shall pay, starting on 1 January 2020, an annual one-time reimbursement of € 75 net to the costs of the union dues the employee has paid *to an employee organisation who is a signatory to this CLA*. The employee shall present proof of payment to the employee organisation showing that the contribution has been paid.

Chapter 12

Employment conditions

Article 94 Special provisions on working conditions

1. No packages weighing more than 25 kilograms of plaster, cement, granite dust, marble aggregate or other materials shall be available in the workplace.
2. Employers and employees are not permitted to work with or handle asbestos and/or materials containing asbestos.
3. Working with gypsum blocks weighing more than 18 kilograms is prohibited.
4. Manually working with wall elements weighing more than 18 kilograms is prohibited.
5. The employer cannot force the employee to work on stilts.
6. If the employee with a job in the stonemasonry trade is required to wear a protective headgear while performing work, he/she is entitled to a 10 minute break every hour that this is the case.

Article 95 Vollandis Foundation

1. *Employees and employers are entitled to information from Vollandis in the areas of safety, health and sustainable employability in the sector.*
2. *Employees are entitled to the preventive healthcare package set up by Vollandis for individuals. This package is exclusively implemented by certified health and safety services who have a collaboration agreement with Vollandis and who therefore meet the quality requirements set by Vollandis. See Annex 7 to this CLA for the contents of the preventive healthcare packet for individuals.*

Article 96 Health & Safety catalogues for the building trade and stonemasonry

There are health and safety catalogues for the building trade (www.arbocatalogus-afbouw.nl) and stonemasonry (www.arbocatalogus-natuursteen.nl). These catalogues apply to employers and employees who fall within the scope of this CLA, and contain the arrangements concerning the way the objectives set by government for safe and healthy working have been interpreted.

Article 97 Implementation of working conditions policy

1. *In order to implement the mandatory statutory risk inventory and evaluation (RI&E) and the plan of approach, every employer shall preferably make use of the instrument: RI&E Bouwnijverheid 3.0. This instrument has been approved by the employer and employee organisations as the industry-wide instrument for the sector.*
2. *Companies with 25 or fewer employees who have used the RI&E Bouwnijverheid 3.0 do not need to have the risk inventory and evaluation assessed by a certified health and safety expert or by the health and safety service.*
3. *For companies with more than 25 employees, every employer must appoint a prevention co-worker who is responsible for prevention. For organisations with fewer than 25 employees, the employer may take on these responsibilities him/herself, based on the indications given in the RI&E. The prevention co-worker shall in any case be occupied with the following three duties:*
 - *Co-operating in performing and drawing up an RI&E. It is not necessary that the prevention co-worker perform or draw up the RI&E him/herself, although he/she plays an important role in the creation of the RI&E and the accompanying plan of approach.*
 - *Close collaboration with and advising of the Works Council, employee representative or the interested employees on measures taken or yet to be taken at the company for work protection. These are general recommendations.*
 - *Collaborating on the implementation of measures for protection at work or implementing these measures him/herself.*
4. *The employer is obliged to set down arrangements in contracts with subcontractors regarding compliance with the RI&E applicable at the company and the plan of approach, and/or about the way in which the RI&E and the plans of approach should be individually coordinated with each other. The arrangements must be made, and preferably set down in writing, before work commences.*

Article 98 Safety

1. *For employees who work at building sites where cranes or other hoist and lift facilities are used, safety helmets shall be made available by the employer or, if agreed, by the main contractor. The safety helmets must be provided with cotton or leather inside fittings and must meet safety standards. The employee is required to wear the safety helmet on site; without the helmet, the employee is not obliged to perform work on site. At the project site the employer shall clearly post a sign easily seen by everyone stating that wearing helmet is mandatory on site. Each employee shall sign for the receipt of a safety helmet or other safety equipment and is responsible for using it.*
2. *The employer shall take implementation measures at the company premises or at the building site in the areas of safety and hygiene. Also, when applying the other guidelines of the Committee for Hygiene Facilities (privies, urinals, bicycle lock up and drinking water facilities), the employer shall consult with the employees in the company.*
3. *In the contracting and supply conditions, the employer shall make arrangements for the provision of the legally mandatory facilities for eating, changing clothes and washing with the main contractor.*

4. The employer is responsible for good protective equipment for the mechanical handling of gypsum and concrete block, i.e.:
 - dust masks for particles and protective goggles or respirator helmet;
 - effective ear protection.
5. The employer is responsible for providing effective protective equipment to wall and ceiling sprayers, such as carbon filter protection masks and effective hearing protection ear muffs.
6. Employees who must use protective goggles, a respirator helmet or carbon filter protection mask for their work may not do this work for longer than 60 minutes continuously, and temporarily perform other kinds of work.
7. If the employee works outside the normal working hours of 6:00 am to 6:30 pm, as referred to in Article 18, paragraph 3, there must be at least one other person present at the building site who can call for help in the case of an accident or emergency.
8.
 - a. The employer is obliged to make personal protective equipment available to employees who are listed in the health and safety catalogue for the building trade and stonemasonry (*Article 96*). The employee has the right to stop working until the designated personal protective equipment is made available to him/her.
 - b. The employee is required to use and/or wear the personal protective equipment made available by the employer, whereby if the employee fails to comply the following sanctions may be imposed by the employer:

1st violation	written warning
2nd violation	net fine of € 11
3rd or further violation	net fine of € 22
 - c. Repeated failure to use and/or wear personal protective equipment may lead to dismissal.
 - d. If sickness or accident is caused by not wearing and/or using personal protective equipment, the sickness and/or accident will be considered to have been deliberately caused and the employer is not required to continuing paying wages.
 - e. The fines imposed by an employer in accordance with this Article shall be used for re-integration purposes.

Article 99 Work-disability employees in the company

The employer is required to reserve at least 5% of the number of jobs in the company for work-disability or partial work-disability employees.

Article 100 Draught-free work

1. From 1 September to 1 May, employees must be able to perform their work, as referred to in Article 2 Scope, at the building site in a draught-free environment, in consultation and in cooperation with the project supervisor, the main contractor and/or the client.
2. Draught-free is understood to mean that the building site has been surrounded with glass or another material that admits light.
3. As long as the building under construction does not meet the conditions of paragraph 2, it shall be deemed not yet ready for work as referred to in paragraph 1.

Annex 1

Protocols

1. Work stress

During this CLA-period, the parties to the collective labor agreement conduct research into the nature and extent of work stress in the Finishing sector. Where possible use is made of information to be provided by Vlandis about the results of the periodic inspections of employees (pago).

2. Information about sustainable employability schemes

The parties to the collective labor agreement will make a provision to inform individual employees on request about the 80/90/10 scheme and the heavy professions scheme, as well as about the income consequences of participating in it.

3. SER advice Security for people, an agile economy and recovery of society

The parties to the collective labor agreement for Afbouw endorse the SER recommendations relating to the labor market. This concerns:

- *regulating and limiting temporary contracts and triangular relationships as much as possible, whereby contracts for an indefinite period are the norm and there is no competition on terms of employment;*
- *measures to stimulate the establishment of sustainable employment relationships, offer young people (inflow) perspectives with job security, a good work-life balance and training opportunities;*
- *actively combating bogus self-employment.*

In order to contribute to the follow-up of these recommendations, the parties to the collective labor agreement will individually and jointly:

- *lobbying other sector organizations and political parties;*
- *as soon as there is a concrete prospect that advice will be converted into legislation, consult so that the collective labor agreement is amended in the interim.*

4. Education and training

As of 1 January 2022, employers can appeal to a subsidy scheme for training and absenteeism costs to encourage further training. The subsidy amounts to 50% of the absenteeism and participation costs, with a maximum of € 275 per day absenteeism and € 125 per course. The regulation applies to courses from the Training Catalog of the Afbouwacademie. The employer can ask to subsidize other courses as well. The parties to the CLA will allocate an amount of €300,000 per year to the subsidy scheme.

5. Third year unemployment benefit (PAWW)

The Finishing sector participates in the collective collective labor agreement PAWW for the implementation of the collective labor agreement agreements regarding the third year of unemployment. This collective labor agreement expires on 1 October 2022. The parties involved in the collective labor agreement have decided to extend the collective labor agreement PAWW unaltered.

Annex 2

(Cancelled)

Annex 3

Provisions that apply to foreign employees, as defined in Article 4 of this CLA

1. Maximum working hours and minimum rest periods

Article 18 Duration of work

- Paragraph 1
- Paragraph 3, under (a) and (b), paragraph 5, paragraph 6 and paragraph 8.
- For paragraph 5, permission of the Works Council is not required.

Article 20 Overtime

- Permission of the Works Council is not required.

Article 30 Short absences

The entire Article applies, with the exception of the following:

- Paragraph 2, under (n), insofar as this refers to the medical examination in the framework of the WAO/WIA.
- Paragraph 2, under (o).

Articles 69 and 67, subsection C Travel time

The duration of the trip as referred to in Article 69, paragraph 1, and Article 67, subsection C, Paragraph 2, are understood to mean the time period of the trip from the temporary place of residence in the Netherlands to work and back.

2. Minimum number of leave days/holidays for which the employer is obliged to pay wages

Article 23 Annual holiday and leave days

Article 26 Annual leave/holidays

- Paragraph 1
- Paragraph 2, insofar as this concerns the right to 3 weeks continuous holidays.
- Paragraph 3

Article 27 Public holidays

Article 28 Scheduled days off

Article 29 Holiday allowance

Article 33 Palliative care leave

3. Minimum wage, including pay for overtime and not including supplementary company pension scheme

Article 38 Group classification of employees in the building trade

Article 39 Job classification of OTA employees

Article 42 General

- Paragraph 1.

Article 43 Guaranteed wage for employees in the building trade, excluding stonemasonry

Article 44 Youth wage for employees in the building trade, excluding stonemasonry

Article 45 Guaranteed wage for employees in stonemasonry

Article 46 Youth wage for employees in stonemasonry

Article 48 Wages for OTA employees

Article 49 Youth wage for OTA employees

Article 52 General pay rises

Article 56 Clothing allowance

Article 57 Equipment allowance

Article 61 Payment for overtime or compensation in time off

Article 62 Payment for re-scheduled hours of work

Article 63 Payment for working on Saturdays, Sundays and public holidays

Article 64 Shift work in the stonemasonry trade

Article 65 Performance bonus

4. Conditions for making employees available – particularly for temporary placement agencies

Refer to Article 5 of this CLA and the CLA for Temporary Agency Workers for the employment conditions governing making employees available for work.

5. Health, safety and hygiene at work

Article 53 Loss of light

Article 54 Weather conditions preventing work

Article 94 Special conditions concerning working conditions

Article 95 Vollandis Foundation

- *Paragraph 1*

Article 98 Safety

Article 100 Draught-free work

- Paragraphs 1 and 2.

6. Protective measures regarding working conditions and circumstances for women who are pregnant or have recently given birth, children and young people

No applicable Articles.

7. Equal treatment of men and women, as well as other non-discrimination provisions

No applicable Articles.

THE FOLLOWING PROVISIONS APPLY TO COMPLIANCE:

1. Individual employment contracts

Article 13, Paragraph 1

2. Work

Article 14, (a) through (d)

3. Wages

Article 42, Paragraph 2, under (a)

4. Working conditions

Article 95

Article 97

Annex 4

Standards scheme for hours of work as referred to in Article 18, paragraph 1 of this CLA

Standard hours of work for employees age 18 and above These hours of work do not apply to the stonemasonry trade	
Item	Standards scheme
Minimum rest period weekly rest daily rest	either 36 hours per period of 7 x 24 or 60 hours per period of 9 x 24 (1 x per 5 weeks reduced to 32 hours) 11 hours per 24 hours (1 x per period of 7 x 24 reduced to 8 hours)
Work on Sunday work prohibition Sunday provision	No work shall be performed on Sunday unless: (exception 1) it has been contracted otherwise and arises from the nature of the work; (exception 2) commercial reasons make this necessary and the representative body, or in the absence thereof the employee representatives, or in the absence thereof, the employee concerned consents. If work is performed on Sunday, at least 4 leave days per 13 weeks
Maximum hours of work (structurally) hours of work per shift hours of work per week hours of work per 13 weeks	9 hours 45 hours average 40 hours per week (520 hours)
Additional rules if there are night shifts (work between 00:00 am and 6:00 am) Minimum rest period after a night shift ending after 2:00 am minimum rest period after 3 or more successive night shifts maximum hours of work per night shift maximum hours of work per 13 weeks maximum number of night shifts maximum number of successive night shifts	14 hours 48 hours 8 hours average 40 hours per week (520 hours) 10 per 4 weeks and 25 per 13 weeks (16 per 4 weeks if the night shifts end before or at 2:00 am) 5 (6 if the night shifts end before or at 2:00 am)
Maximum hours of work for overtime (occasional) hours of work per shift hours of work per week hours of work per 13 weeks maximum hours of work including travel time and breaks	11 hours 54 hours average 45 hours per week (585 hours) 11½ hours
Additional rules for overtime if there are night shifts maximum hours of work per night shift maximum hours of work per 13 weeks	9 hours average 40 hours per week (520 hours)

Standard hours of work for employees age 18 and older These hours of work apply exclusively to the stonemasonry trade		
Maximum hours of work		
	per shift	9 hours 11 hours in case of occasional overtime
	per week	45 hours 54 hours in case of occasional overtime
	per 4 weeks	average 45 hours per week (180 hours) average 54 hours per week (216 hours) in case of occasional overtime
	per week per 13 weeks	average 40 hours per week (520 hours) average 45 hours in case of occasional overtime
Rest periods		
	daily rest period	11 hours (consecutively) (1x per period of 7 x 24 hours to be reduced to 8 hours)
	weekly rest period	36 hours (consecutively) per period of 7 x 24 hours or 60 hours per period of 9 x 24 hours (1 x per 5 weeks, shortened to in 32 hours)
Breaks		
	minimum break time	15 minutes
	for > 5.5 hours work per shift	30 minutes
	for > 8 hours work per shift	45 minutes of which 30 minutes consecutively
	for > 10 hours work per shift	60 minutes, of which 30 minutes consecutively
Work on Sunday		
	work on Sunday	No work on Sunday unless: - it has been contracted otherwise and arises from the nature of the work - commercial reasons make this necessary and the Works Council or in the absence thereof the employee representatives or by the absence thereof the employee concerned consents
	Sundays off work	at least 4 Sundays per 13 weeks
Night shifts		
night shift: > 1 hour of work between 0:00 am and 6:00 am	hours of work per shift	8 hours 9 hours if overtime is involved
	hours of work per 4 weeks	average 45 hours per week (180 hours) if overtime is involved
	hours of work per 13 weeks	average 40 hours per 13 weeks (520 hours) also applies if overtime is involved
	rest period after night shifts applies to night shifts ending after 2:00 am	14 hours
	rest period after series (3 or more) night shifts	48 hours

	max. successive night shifts	5 (6 if the night shifts end before or at 2:00 am)
	max. number	10 night shifts per 4 weeks or 25 night shifts per 13 weeks (16 if the night shifts end before or at 2:00 am)
<i>Stand-by</i>		
	stand-by prohibition	per 4 weeks 2 time periods of minimum 7 x 24 hours each without stand-by no stand-by before and after a night shift
	hours of work per 24 hours	13 hours
	hours of work per week	60 hours
	hours of work per 4 weeks	average 60 hours per week (240 hours)
	hours of work per 13 weeks	45 hours per week (585 hours) 40 hours per week (520 hours) if the stand-by includes the period between 0:00 am and 6:00 am wholly or partly
	Minimum hours of work for call up for stand-by	30 minutes

<i>Additional provisions for employees age 16 or 17</i> These hours of work exclusively apply to the stonemasonry trade		
<i>Maximum hours of work</i>		
	per shift	9 hours
	per week	45 hours
	per 4 weeks	average 40 hours per week (160 hours)
<i>Break and rest periods</i>		
	minimum break	15 minutes
	Break when > 4.5 hours per shift	30 minutes
	daily rest period	12 hours (consecutively including the period from 10:00 pm to 6:00 am or the period from 11:00 pm to 7:00 am)
	weekly rest period	36 hours (consecutively) per period of 7 x 24 hours
	work on Sunday	when work is performed on Sunday, the previous Saturday is a day off
	school time	school time is hours of work

Annex 5

Declaration policy for leave, as referred to in Article 35 of this CLA

Article 1 Definitions

- a. Employer: the employer as defined in Article 1, paragraph 2 of the CLA for the Building Trade.
- b. Employee: the employee as defined in Article 1, paragraph 3 of the CLA for the Building Trade.
- c. O&O Fund: Education and Development Fund for the Building Trade (Opleiding- en Ontwikkelingsfonds Afbouw).
- d. Parties to the CLA: the employer and employee associations who are the interested parties to the CLA for the Building Trade.
- e. CLA for the Building Trade: the CLA for the Building Trade 2020-2021.
- f. A partner is considered as equivalent to a spouse upon presentation of:
 - a. a cohabitation agreement executed by a civil-law notary; or
 - b. an extract from the register of births, deaths and marriages showing that the employee and the partner have been registered at the same address for at least 1.5 years.A legally registered partner is always considered as equivalent to a spouse.

Article 2 Bereavement leave, palliative care leave and short-term care leave

1. The employer who has continued to pay the wages of an employee during a period of bereavement leave in connection with the death of the spouse or equivalent partner or the employee's (foster) child up to and including age 27 is entitled to compensation for the wage costs from the O&O fund for a maximum total of ten days from the day of decease.
2. The employer who has continued to pay the wages of an employee during a period of palliative care leave who is providing final stage care to a terminally sick spouse or equivalent partner, (foster) child or parent is entitled to compensation for the wage costs from the O&O fund for a maximum total of ten days per annum.
3. The days for palliative care leave may, in consultation between the employer and employee, be taken as one continuous period or as separate days. Compensation from the O&O fund amounts to the value of the wages for a maximum of ten days. For part-timers this will be calculated pro rata.
4. The employer who has continued to pay an employee's wages for a period of short-term care leave in order to provide assistance to a cohabiting sick spouse or equivalent partner, sick parent or cohabiting sick (foster) child is entitled to compensation for a maximum of 10 days per annum that must be paid in accordance with the law and will be topped up in accordance with the CLA for the Building Trade (100% for the first three days, 70% for the seven remaining days).
5. A budget shall be set annually for all the arrangements set down in this Article.

Article 3 How to declare bereavement leave

1. In order to be eligible for compensation from the fund, the employer must send the O&O fund the fully completed regulation declaration form, signed by both the employer and the employee, within 8 weeks of the end of the period of bereavement leave for which compensation is being requested (www.mijnafbouw.nl/Mijn-cao-aanvragen), accompanied by a copy of the death certificate.
2. Applications that have not been received by the O&O fund within 8 weeks of the end of the bereavement leave will not be processed.
3. By signing the form, the employee authorises the O&O funds to check the information given in the municipal register of births, deaths and marriages. If the form has not been signed, compensation will be paid out but the O&O fund may take steps to check the information in a different way.

Article 4 How to declare palliative care leave

1. In order to become eligible for compensation from the fund, the employer must send the O&O fund the fully completed requisite declaration form, signed by both the employer and the employee, within 8 weeks of the end of the period of palliative care leave for which compensation is being requested (www.mijnafbouw.nl/Mijn-cao-aanvragen), accompanied by a doctor's statement or a copy of the death certificate.
2. Applications that have not been received by the O&O fund within 8 weeks of the end of the palliative care leave will not be processed.
3. By signing the form, the employee authorises the O&O fund to check the information given in the municipal register of births, deaths and marriages. If the form has not been signed, compensation will be paid out but the O&O fund may take steps to check the information in a different way.

Article 5 How to declare short-term care leave

1. In order to become eligible for compensation from the fund, the employer must send the O&O fund the fully completed requisite declaration form, signed by both the employer and the employee, within 8 weeks of the end of the period of short-term care leave for which compensation is being requested (www.mijnafbouw.nl/Mijn-cao-aanvragen), accompanied by a statement by a third-party professional confirming the necessity of short-term care leave.
2. Applications that have not been received by the O&O fund within 8 weeks of the end of the palliative care leave will not be processed.

3. *By signing the form, the employee authorises the O&O fund to check the information given municipal register of births, deaths and marriages. If the form has not been signed, compensation will be paid out but the O&O fund may take steps to check the information in a different way.*

Article 6 The amount of compensation

1. *Compensation consists of the fixed agreed hourly wage per hour for which there is entitlement to compensation, plus a rise in the form of an average percentage as compensation for the employer's contribution to premiums owed on that hourly wage.*
2. *Any benefits in connection with bereavement leave, palliative care leave or short-term care leave from other bodies shall be subtracted from the amount of compensation.*

Article 7 Payment

Compensation shall be paid within four weeks of the O&O fund having approved the declaration and deposited into the bank or giro account number the O&O fund has received from the employer.

Article 8 Information provision

1. *Employers and employees are obliged to provide the O&O fund with other information, if so desired, which affects the benefits granted or to be granted on the basis of this scheme, directly or indirectly, and to provide all information requested for implementing the regulations of this scheme.*
2. *Anyone who when exercising any of the powers described in this Article comes to know any commercial information is under the obligation of confidentiality vis-à-vis third parties.*

Article 9 Sanctions

1. *If an audit by the O&O fund reveals that an employer has claimed benefits from the O&O fund which did not meet the conditions set, the O&O fund shall demand repayment, if the benefits have already been paid out, while, at the discretion of the board, the employer may be charged for costs of the audit and interest.*
2. *If an audit commissioned by the O&O fund reveals that an employer has claimed benefits from the O&O fund although the conditions had not been met, the O&O fund may, if the benefits have not already been paid out, at the discretion of the board, charge the employer for the costs of the audit.*
3. *If the employer's claim has not met the conditions, the O&O fund reserves the right to submit this omission to the court for judgment.*

Article 10 Final provision

Further requirements, which accord with the provisions of the Articles of this scheme, may be issued by the board for the purpose of ensuring efficient operation of the O&O fund, provided these requirements are not in conflict with one or more provisions of the collective labour agreements referred to in Article 1, or with binding regulations governing wages or other working conditions.

Article 11 Entry into effect

This scheme enters into effect on 1 January 2018.

Article 12 Reference title

This policy shall be cited as: O&O Fund for the Building Trade Declaration Policy for Leave (Verlofdeclaratiereglement O&O fonds Afbouw).

Annex 6

Sickness Absence Scheme, as referred to in Article 75, paragraph 2 of this CLA

Preamble

Inspection requirements as well as the imposition of sanctions must be measured against standards of reasonableness and fairness, without creating any suggestion of laxness. In general, this means that, for violations of the requirements, sanctions may be imposed to the full extent.

Article 1 Definitions

In this scheme, the following words have the following meanings:

- a. Absence scheme: in accordance with Book 7, Title 10, Sections 6 and 7 of the DCC;
- b. Sickness: disabled from working as the result of an illness, to be determined according to medical standards;
- c. Contact desk: a contact point as indicated by the employer where employees must report in sick;
- d. Residential address: the location where the employee is actually residing;
- e. Health and safety service (Arbodienst): the health and safety service contracted by the employer pursuant to the Working Conditions Act;
- f. CLA: the Collective Labour Agreement for the Building Trade.

Article 2 Calling in sick

1. The employee who is unable to work due to sickness is obliged to notify the employer, or to have the employer notified, no later than 9:00 am on the first day on which he/she would be working for the employer's company. If the employer cannot be reached, the employee must notify the health and safety service, or a contact desk indicated by the employer, before 10:00 am.
2. If the employee becomes unable to work while working, then notification must be made immediately.

Article 3 Sickness during holidays or while outside the country

1. If sickness starts during holidays or while outside the country, employees are obliged to immediately notify the employer or have the employer notified. If the employer cannot be reached, the employee must notify the health and safety service or a contact desk indicated by the employer before 10:00 am or at least on the same day.
2. If the employee becomes sick during holiday or while staying outside the country, he/she must engage a doctor for treatment as quickly as possible and follow the instructions given.
3. If the employee becomes sick while outside the country, he/she must obtain a medical statement or statement of work disability from the treating physician. The employee should send this immediately to the employer or have it sent. A copy of the statement must be submitted upon return.
4. If while staying outside the country the employee cannot return to the Netherlands on time, he/she must immediately notify the employer or the contact desk indicated by the employer (or have them contacted). Upon actual return to the Netherlands, the employee should notify the employer or the contact desk indicated by the employer.

Article 4 Information when calling in sick

1. In addition to reporting the address of residence or the address of convalescence, the employee must also report the assumed duration of absence. Upon request of the health and safety service, the employee is obliged to provide the information the health and safety service deems necessary regarding the work disability.
2. For factors outside the employee's control, such as emergency admittance to hospital or ambulance services, the employer and/or the health and safety service must be informed immediately.

Article 5 Staying at home

1. From the time of first reporting sick, the employee is obliged to be at the address of residence from 9:00 am until 4:30 pm for the first three days, unless the employee is away with the employer's permission, and/or if the employee is away for medical treatment. Upon request, the employee must be able to provide a declaration to this effect.
2. From the fourth day, the employee is obliged to be present at the address of residence from 10:00 am until 2:30 pm. It is possible to deviate from these times with the permission of the employer, unless the employee has resumed work.
3. From the fourth week after the illness started, the employee may only be obligated by the employer to remain at home for the period stated in paragraph 2 on medical advice from the health and safety service. Naturally, the employee is obliged to follow the check-up requirements issued by the health and safety service.
4. During the illness the employee shall co-operate in the employer's or health and safety service's checks, with due observance of the statutory provisions.

Article 6 Recovery and check-ups

1. The employee shall not hinder the recovery process.
2. If necessary, and/or on the recommendation of the health and safety service, the employee shall seek medical treatment. The instructions given by the physician concerned must be strictly followed.

3. The employee is obliged to allow the health and safety service to verify the assessment of work disability, and to strictly follow the instructions of this health and safety service.
4. As soon as the employee has recovered, or has been declared to have recovered, the employee must inform the employer thereof directly.
5. If the employee does not agree with the employer's or the health and safety service's decision regarding termination of work disability, or if the employee or employer seeks a second opinion from the UWV, the employer and employee must inform each other thereof immediately.
6. This information obligation also applies if the employer and employee decide to seek a second opinion based on other legal grounds.

Article 7 Activities during sickness

1. The employee is not permitted to conduct other related activities during the work disability, unless the employer gives permission following medical advice from the health and safety service.
2. The employee is obligated to perform work that is considered suitable by the health and safety service, upon the employer's first request.
3. Taking holidays while sick is not permitted, unless the employer gives permission to do so.

Article 8 Sanctions

1. Notwithstanding the provisions of the law and this CLA regarding continued payment of wages during sickness, the employer is entitled to impose sanctions in a time period commencing one year after the first violation, if the employee does not comply with the provisions of this scheme:
 - first violation: written warning;
 - second violation: fine of € 22;
 - third violation: one day without claim to wages;
 - fourth violation: two days without claim to wages.
2. The fines that an employer can impose in accordance with this Article shall be used for the purpose of re-integration.
3. For simultaneous violations of multiple requirements of this scheme, these violations shall be seen as one violation and may only be sanctioned once, in accordance with the provisions of paragraph 1 of this Article.

Article 9 Reference title

This scheme shall be cited as: Sickness Absence Scheme (Reglement ziekteverzuim).

Annex 7

Preventive healthcare package for individuals, as referred to in Article 95, paragraph 2 of this CLA

The preventive healthcare package for individuals: the employer has a free choice of the health and safety service for the implementation of the preventive healthcare package for individuals. One pre-condition is that the health and safety service has signed a collaboration agreement with Vollandis (www.vollandis.nl).

The preventive healthcare package for individuals will, until 31 December 2020, cover:

- 1. A pre-employment medical examination. The pre-employment medical examination is a job-oriented examination whereby the duties entailed by the work are carefully weighed against the employee's capacity for work. The assessment guidelines of Vollandis, 'Work Suitability', for the construction sector should be used.*
- 2. The Youth Medical Examination for Work for employees under the age of 20, which shall be conducted on a voluntary basis one year after starting work in the trade, whereby the duties entailed by the work are carefully weighed against the employee's capacity for work and the employee shall receive personal advice on performing the job in a safe and healthy way.*
- 3. Periodic Medical Examination for Work (PAGO). This PAGO is a preventive exam and geared to individual sectors, and starts at the age of 20; it is thereafter conducted when the employee reaches the age of 24, 28, 32, 36, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62 and 64. After that, as individually indicated.*
- 4. Office Hours for the Company Doctor, so that the employee can visit spontaneously.*
- 5. Follow-up Activities, to the extent that the pertinent activities indicate their need.*
- 6. Activities in the context of the company preventive healthcare package for individuals shall strictly be performed by certified health and safety services who meet the quality requirements set by Vollandis. The health and safety services are obliged to pass on the employee details they have collected to Vollandis in the manner that Vollandis has prescribed. Vollandis shall reimburse the health and safety service for activities based on contractual agreements.*
- 7. Job-specific Periodic Examination (GPO) for those trades that entail particular health risks or whereby correct performance of duties is extremely important for the safety of the employee involved and/or other employees.*

The GPO shall be conducted with extra frequency in addition to the PAGO. The employee may also make use of the PAGO in the normal way at each age for the PAGO, whereby the health risks of the particular trades shall be taken into account. To the extent the GPO cannot be combined with the PAGO, the employer shall make arrangements with the health and safety service and bear the costs. One pre-condition is that the health and safety service has signed a collaboration agreement with Vollandis.

Annex 8

Regulations for Compliance and Scope Investigations, as referred to in Article 7 of this CLA

Article 1 Definitions

In this scheme, the following words have the following meanings:

- a. CLA: the CLA for the Building Trade, also including the CLA for the Building Trade Industry-wide Scheme.
- b. *Compulsory obligation*: the obligation to participate in the Sector Pension Fund for the Building Trade (*Bedrijfstakpensioenfonds voor de Bouwnijverheid*) of the Minister of the Social Affairs and Employment.
- c. Parties: the employers and employees organisation who are parties to the CLA.
- d. Scope investigation: an investigation of the question of whether the company conducts or will conduct work that falls under the scope of the CLA *and the compulsory obligation*.
- e. Compliance investigation: investigation of the question of whether the employer is complying with the provisions of the CLA.
- f. Employer: the employer referred to in the CLA *and the compulsory obligation*.
- g. Employee: the employee referred to in the CLA *and the compulsory obligation*.
- h. Committee: the Compliance and Scope Committee for the Building Trade.
- i. Technical Agency for the Building Trade (TABT): the Technical Agency for the Building Trade (Technisch Bureau Afbouw) foundation, with its registered office in The Hague.

Article 2 Compliance and Scope Committee for the Building Trade

1. The parties shall appoint the Compliance and Scope Committee for the Building Trade, tasked with the responsibility of supervising scope assessments and compliance assessments.
2. The committee is authorised by the parties to take decisions regarding scope assessments and compliance assessments.
3. The committee shall be made up of 3 representatives from the employers' side and 3 representatives from the employees' side of the parties.
4. On the employers' side, the 3 representatives shall be appointed by the Dutch Business Association for Companies in the Building Trade (Nederlandse Ondernemersvereniging voor Afbouwbedrijven, NOA).
5. On the employees' side, 2 representatives shall be appointed by the FNV and 1 by CNV Vakmensen.
6. The committee is responsible for appointing its own chairperson and vice chairperson from its members.
7. The committee shall be supported by one or more co-workers of TABT, and assisted – where applicable – by a co-worker from the external investigating agency.
8. The secretariat shall be provided by the TABT.
9. Decision making shall be by simple majority. Employers and employees may each cast one vote. The majority of votes within the delegation shall decide. The co-workers from TABT and the external investigating agency do not hold voting rights.
10. For decisions to be taken, at least one member from the employers' side and one member from the employees' side must be present.
11. If at a committee meeting there are more members for employers present than members for employees – or vice versa – then the members of the group with the most members present shall together cast as many votes as those in the other group of members.
12. If the committee is not able to take a decision after a case has been discussed twice, the case shall be submitted to the parties.

Article 3 Reporting

1. A report of potential non-application of or non-compliance with the CLA may be effectuated by:
 - a. each of the parties;
 - b. every enterprise, for its own or another enterprise;
 - c. every employee working for an employer;
 - d. any third party.
2. Reporting shall be made to the Fair Building Helpdesk (Loket Eerlijke Afbouw, www.mijnafbouw.nl/Naleving-cao).
3. The report shall contain, at a minimum:
 - a. the name and address of the enterprise about which a report is being filed;
 - b. for scope investigations: a precise description of the commercial activities accompanied by the supporting arguments reasonably demonstrating that the CLA *and/or the compulsory obligation* is deemed applicable;
 - c. for compliance investigations: the arguments demonstrating non-compliance with the CLA;
 - d. the date.
4. The person making the report must provide, upon request, (additional) information and documentation, reasonably accessible to that person, as needed to assess the report.
5. If or as soon as reporting has been completed, the report shall be processed.
6. A 'report' is also understood to mean evidence that follows from data file searches as performed by the TABT.

Article 4 Investigation

1. The TABT shall commission a scope investigation or a compliance investigation on behalf of the parties. *The scope investigation shall also be conducted on behalf of the Sector Pension Fund for the Building Trade foundation (stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid).*
2. The TABT shall exercise its investigatory work with the proper duty of care that regulating agencies are required to observe in similar situations.
3. The first stage of the investigation consists of research from the office. If the information available office research is insufficient to make a decision, an investigation will be conducted on site.
4. All those involved in the investigation are obliged to ensure the confidentiality of everything they come to know in the capacity of their involvement.
5. Enterprises must at all time cooperate in the investigation.
6. If the enterprise refuses to cooperate or provides incomplete or inaccurate information during a scope investigation, this creates grounds for suspicion of applicability of the CLA and the compulsory obligation.
7. For a compliance investigation, grounds for suspicion of violation of the CLA in any case or among other things arise if:
 - a. the TABT becomes informed of signals in the industry that employers are violating the provisions of the CLA and these signals can be supported by facts;
 - b. the designated enterprise refuses to cooperate;
 - c. the designated enterprise provides incomplete or incorrect information;
 - d. the TABT identifies one or more violations based on the documentation provided.

Article 5 On-site audit

1. An on-site audit may be carried out by an external investigation agency appointed for that purpose.
2. A financial audit may form part of this investigation.
3. The enterprise will be informed in writing if there will be an audit. The enterprise shall receive notification and an indication of the date and location of the audit no less than two weeks before the audit will take place.
4. If the enterprise does not agree to the on-site audit, a written audit can be commissioned.
5. If a written audit is commissioned, the enterprise shall receive notification of which data in particular are reasonably required for the assessment. The enterprise must submit these data to the external investigation agency within three weeks.

Article 6 Decision

1. The TABT shall present the results of the investigation, including a recommendation, to the committee, which shall take a substantiated decision.
2. The TABT shall inform the enterprise, to which the decision pertains, in writing of the committee's decision, whereby reference shall be made to the further course of the procedure and to the possibility of submitting an appeal against the judgment to the parties.
3. If the decision taken on a compliance investigation is that the employer has not been complying with the CLA, the employer shall be given an opportunity to repair the observed omissions within six weeks, in default whereof an action for damages, as referred to in Article 9, may be brought.

Article 7 Remedy with retroactive effect

1. The committee shall decide on a case-by-case basis whether the omission in compliance must be remedied with retroactive effect.
2. If the committee is unable to come to a unanimous decision regarding a decision to remedy with retroactive effect, the parties shall take this decision.
3. The employer must send a written notification of a decision to remedy with retroactive effect to the employees concerned, including how the calculation was made.

Article 8 Remedy by the employer

1. The employer must remedy the observed omissions within six weeks of receiving the decision referred to in Article 6.
2. If more time is needed to remedy the omissions, the employer may submit a written request to extend that term, backed up with reasoning, and send it to the committee (Mauritskade 27, 2514 HD The Hague, info@tbaibouw.nl). The committee must have received the request before the said term has expired. The committee shall decide on the request within one working week.
3. The committee may decide to carry out an on-site inspection as referred to in Article 5 to determine whether the employer has recovered. The costs of this re-inspection will be borne by the employer if it appears that the repair has not been completed or has not been fully completed or that no cooperation has been given to the re-inspection.

Article 9 Action for damages for non-compliance with the CLA

1. The parties to the CLA may decide to bring an action for damages, as referred to in Article 15 of the Collective Agreements Act and Article 3 of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act.
2. The possibility of bringing a claim for compensation for damages, as referred to in paragraph 1, is without prejudice to the employee's right to bring (legal) claims against the employer for compliance with the provisions of this CLA or the law.

3. The parties can authorise the TABT to collect compensation for damages as referred to in paragraph 1.
4. A minimum lump-sum compensation for damages shall be set at € 10,000 per incident. This lump-sum compensation for damages is in the nature of a penalty clause, as referred to in Book 6, Article 91 of the DCC.
5. If actual damages are higher than the lump-sum compensation, then the parties are authorised to claim compensation for the actual damages from the employer and the employer is obliged to pay the compensation claimed.
6. Compensation for damages may be imposed if the employer does not cooperate in the remedy. This is considered applicable when, among other things, the employer has not satisfied the provisions of Article 8.
7. If compensation for damages are claimed, the grounds and the scope of the damages shall be communicated to the employer in writing.
8. Payment of compensation for damages is without prejudice to the employer's continuing obligation to remedy all the omissions observed.
9. Compensation for damages is intended to cover the costs of the investigation, legal proceedings and reputational damage. The funds acquired by these means shall be added to the monies of the O&O Fund for the Building Trade to cover the costs incurred. The parties are not required to prove that they have actually suffered the same extent of damages as those they are claiming.

Article 10 Objections

1. The enterprise affected by the decision may lodge a written objection against the decision with the parties.
2. The time limit for lodging an objection is six weeks. This time period begins the day after the decision has been communicated in writing. An objection lodged after this period has expired is inadmissible and will therefore not be taken into consideration.
3. The objection shall not have a suspensory effect.
4. The written objection should be lodged with the secretary to the parties to the CLA for the Building Trade (Mauritskade 27, 2514 HD The Hague, info@tbaibouw.nl), marked 'Objection', and must at a minimum contain:
 - a. the submitter's name and address;
 - b. signature;
 - c. the grounds for the objection;
 - d. the date.
5. A copy of the decision against which objection is being lodged must be included with the written objection.
6. The submitter of the objection shall receive a confirmation of receipt of the objection lodged.
7. The submitter of the written objection is entitled to a hearing. The submitter shall receive an invitation thereto.
8. The parties shall issue their judgment in writing and supported by reasons.
9. The TABT shall inform the submitter of the written objection regarding the judgment in writing.

Article 11 Costs

1. No costs are associated with making a report or lodging an objection, respectively, or the review process, for either the person reporting/the party to which the report applies, or for the submitter of the objection, respectively.
2. The person reporting/the party to which the report applies or the submitter of an objection, respectively, shall each bear their own costs and are not eligible for compensation from each other, the committee, the TABT, any third-party which has been assigned investigatory work, or the parties.

Article 12 Returning or destroying documentation

To the extent that the necessary documentation received for the scope investigation contained originals, these shall be returned within eight weeks of the completion of the investigation. If the documentation received consisted of copies, these shall be destroyed within the same time period, unless a written request from the enterprise investigated has been received asking for these records to be returned too.

Article 13 Confidentiality of employer information

The parties to these regulations have a confidentiality obligation in respect of employer information kept on file.

Article 14 Amendments to the regulation

The parties to the CLA are entitled to amend this regulation.

Article 15 Final provision

The parties shall decide all cases not covered by these regulations.

Article 16 Entry into effect

These regulations enter into effect on 1 September 2015 and were amended at a later date.

Annex 9

Sustainable employability scheme, as referred to in Articles 77 and 78 of this CLA

Chapter I DEFINITIONS

Article 1 Definitions

In this scheme, the following words have the following meaning:

- a. employer: the employer, according to Article 1, paragraph 2 of the CLA for the Building Trade;
- b. employee: the employee, according to Article 1, paragraph 3, of the CLA for the Building Trade;
- c. O&O fund: Educational and Development Fund for the Building Trade (Opleiding- en Ontwikkelingsfonds Afbouw);
- d. parties to the CLA: the employer and employee associations party to the CLA for the Building Trade;
- e. CLA: CLA for the Building Trade 2020-2021.

Chapter II MIJN LOOPBAAN

Article 2 Mijn Loopbaan (My career)

1. In accordance with the provisions of Article 77 of the CLA, employees may use Mijn Loopbaan.
2. The parties to the CLA have tasked Mijn Loopbaan with implementation of the following pathways: Ambition (Article 4), Prevention (Article 5), Working until pension (Article 6), and Long-term sickness (Article 7).
3. The costs of intake, advising and supervision by Mijn Loopbaan shall be compensated by the O&O fund.
4. Where possible, Mijn Loopbaan shall try to keep the co-worker employed within the building trade sector.
5. For each pathway the O&O fund board may set a fixed maximum of participants for each year.
6. Mijn Loopbaan shall inform the board of the O&O fund each quarter of the number participants in each pathway and the costs incurred.

Article 3 Application and intake

After the employee and/or employer has applied to Mijn Loopbaan (www.mijnafbouw.nl), an intake interview will take place which will be used as the basis for deciding whether the employee is eligible to participate in the pathway Ambition (Article 4), Prevention (Article 5), Working until pension (Article 6), or Long-term sickness (Article 7).

Article 4 Ambition Pathway

1. The Ambition Pathway is intended for employees who have the goal of finding a different job within or outside the company where they work, but still within the building trade sector. Mijn Loopbaan offers the employee advice and supervision.
2. Every employee is entitled to participate in this pathway once every five years.
3. This pathway is also open to former employees who have not been unemployed for longer than 6 months, who were covered by this CLA before unemployment and want to work in the building trade sector.
4. In the case of collective dismissal, this pathway may not be used.
5. The pathway may be terminated early if the employee accepts a job outside the CLA for the Building Trade while registered in the pathway.

Article 5 Prevention Pathway

1. The Prevention Pathway is intended for employees who are threatened with work disability in their current job function and therefore are looking for different work, whether now or for the future. Mijn Loopbaan offers the employee advice and supervision.
2. The threat of work disability may be revealed by a Periodic Work Health Examination (PAGO). If no (recent) PAGO is available although the participant's situation necessitates participation in the pathway, the career counsellor may request a PAGO.

Article 6 Promoting Sustainable Employability Pathway

1. The Working Until Pension Pathway is intended for employees age 55 and above who cannot maintain good health while working in their current job function until pensionable age. Mijn Loopbaan offers the employee advice and supervision.
2. Not being able to keep working in good health in the current job function may be revealed by a Periodic Work Health Examination (PAGO). If no (recent) PAGO is available although the participant's situation necessitates participation in the pathway, the career counsellor can request a PAGO.
3. For this pathway the central question is whether and which measures must be taken to effectuate that the employee can keep participating in a healthy and motivated way in the labour process until pensionable age.

4. Individual cases may deviate from the age limit stated in the first paragraph. In order to be eligible, a written request backed up with reasons should be sent to the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbaibouw.nl).

Article 7 Long-term Sickness Pathway

1. The Long-term Sickness Pathway is intended for sick employees who, following diagnosis, cannot return to their old job function and who according to the Eligibility for Permanent Invalidity Benefit (Restrictions) Act must follow a first and/or second track re-integration pathway.
2. Mijn Loopbaan outsources implementation of the first and/or second track re-integration pathway to a re-integration agency designated by the parties to the CLA.
3. If an employee would like to make use of a different re-integration agency other than the one designated in paragraph 2, a request may be submitted to the secretariat of the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbaibouw.nl). The board of the O&O fund may attach additional conditions to the use of a different re-integration agency.

Article 8 Advising results

The possible recommendations that a participant in a pathway can receive are:

- No measures are necessary;
- Adjustments to the work package of the current job function;
- Adjustments to the hours of work in the current job function;
- Re-training or additional training;
- Mediation to a different job function within or outside the company or the building trade sector.

Article 9 Measures

1. If it becomes evident that measures are needed for implementation of the pathway, the participant and the employer shall give further effect to these measures.
2. Mijn Loopbaan has an advising role when it comes to financing the measures and shall emphatically represent the interests of the participating employee and the employer in this regard.
3. To the extent that Mijn Loopbaan provides facilities to implement the measures itself, they will be used.
4. An employer may be asked to make a contribution to a measure of € 1,000 minimum per pathway. If the costs of a measure per pathway come to less than € 1,000, the employer may be asked for a small contribution.
5. The O&O contributes a maximum of € 2,500 to the costs of a measure per pathway, budget permitting.
6. If the costs for the measure come to € 2,500, a request for a higher contribution may be submitted to the O&O fund, accompanied by Mijn Loopbaan's supporting reasons. In such a case, a fair contribution may be requested from the participating employee.
7. The employer, the employee participating in a pathway, and Mijn Loopbaan shall make arrangements in consultation regarding the costs of re-training or additional training (programme/course/training/coaching fees, leave of absence, books), which shall be set down in a Personal Development Plan (PDP).
8. If the employee participating in a pathway attends re-training or additional training less than 50% of the time and is unsuccessful in completing the programme, he/she will be required to pay back 50% of the tuition fees.

Chapter III 80/90/100 SCHEME

Article 10 80/90/100 scheme

1. In accordance with the provisions of Article 78 of the CLA, employees age 57 and above are entitled to participate in the 80/90/100 scheme: the employee works for 80% of the working week, the employer pays 90% of the wage agreed before the hours of work were shortened, and pension accrual remains based on 100%. For part-time, the scheme is applied pro rata. In individual cases, it is possible to deviate from the age limit of 57 by obtaining a decision from the parties to the CLA.
2. The employee must be given time off from the work to be performed for a fixed time or fixed times during the week. The employee and employer concerned shall make written arrangements about the time off.
3. The O&O fund shall reimburse the employer for the wage costs and pension premiums for the days on which the employee has time off.
4. The employer must submit declarations to the O&O fund per quarter for the wage costs and pension premiums for the days on which the employee has time off from performing work (www.mijnafbouw.nl/Mijn-cao-aanvragen), using the designated form. The declarations should be submitted within three months of the end of the quarter to which they apply. After this period, declarations will not be reimbursed.
5. The O&O fund may commission a financial audit of the employer in order to verify whether the declared wage costs and pension premiums were actually incurred. By submitting a declaration, the employer gives permission for a financial audit. Wrongfully declared wage costs and pension premiums will be reclaimed. The costs of the financial audit may be charged to the employer, if wage costs and pension premiums have been wrongfully declared.
6. If the employee makes use of the 80/90/100 scheme, then no use may be made of the transitional scheme for seniors' days, as referred to in Articles 24 and 25 of the CLA.
7. The parties to the collective labor agreement will evaluate the 80/90/100 scheme in November 2023, among other things with the aim of monitoring cost developments.

Chapter IV FINANCING

Article 11 Funding

1. Upon request of the parties to the CLA for the Building Trade, the O&O fund shall make funding available for the sustainable employability of employees.
2. The O&O fund shall set the budget annually for Mijn Loopbaan, implementation of the various pathways and the measures.
3. The O&O fund shall set the budget annually for the contribution to the re-integration pathway, as referred to in Article 7.
4. Participation in a pathway is possible, budget permitting.
5. A contribution from the O&O fund to a measure, as referred to in Article 9, paragraph 5 is possible, budget permitting.
6. Inflow into the 80/90/100 scheme is possible insofar as the budget allows.

Chapter V FINAL PROVISIONS

Article 12 Unforeseen cases

The parties shall decide on all cases not covered by this scheme.

Article 13 Entry into effect

This scheme entered into effect on 1 January 2018 and was amended at a later date.

Article 14 Reference title

This scheme shall be cited as: Sustainable Employability Scheme.

Annex 10

Model agreement, as referred to in Article 6, paragraph 3 of this CLA

Highlighted provisions

The Articles of this contract with conditions that are important for deciding whether employment is involved have been highlighted. The other Articles may be supplemented or adjusted to your own situation, as long as such changes do not conflict with the highlighted Articles.

Referencing the contract

*If you use this contract you must cite the reference number in your contract. Use the following text: 'This contract is based on a contract with the number **90516.40170** that the Tax Administration assessed on 23 August 2016. The text highlighted in grey has been adopted without alteration from the model contract. In our opinion, alterations to other text are not in conflict with the highlighted text'.*

MODEL CONTRACT FOR THE BUILDING TRADE

The parties

The undersigned:

1. *Company name:*

Name of authorised representative:

Position of authorised representative:

Address:

Telephone number:

Email address:

CoC number:

VAT number:

Citizenship:

Hereinafter referred to as: the Client

and

2. *Company name:*

Name of authorised representative:

Position of authorised representative:

Address:

Telephone number:

Email address:

CoC number:

VAT number:

Citizenship:

Hereinafter referred to as: the Contractor

1. Basic principles of sub-contracting agreement

- 1.1 *The parties desire to enter into an agreement with each other regarding the contracting of work for all work assignments that the client issues to the contractor, and to set down in writing the contents thereof in another document.*
- 1.2 *The parties declare that they do not wish to conclude an employment contract, but a sub-contracting agreement, and that, during the implementation of the work, the parties shall conduct themselves as entrepreneurs and not as employer and employee.*
- 1.3 *The costs and the risks of operating a company, along with the accompanying statutory and contractual rights and obligations vis-à-vis third parties, shall be borne by the Contractor.*
- 1.4 *The risk of personal work disability and personal responsibility for old age pension shall be borne by the Contractor.*
- 1.5 *The parties are entering into this sub-contracting agreement directly and not via a temporary employment agency or constructions that are similar to, or exhibit characteristics of, an employment contract.*
- 1.6 *If the parties have been brought into contact with each other through an intermediary agency, the intermediary agency may not be a party to this agreement.*
- 1.7 *The Contractor must be entered in the trade register of the Chamber of Commerce and have an assigned VAT number.*

2. Contractor's method of working

- 2.1 *The Contractor accepts the assignment and by doing so accepts full responsibility for performing the contracted work in the correct manner and delivering the associated results, whereby this work may also be performed on a cost-plus basis.*
- 2.2 *The Contractor shall schedule the work as he/she sees fit. Coordination with the Client shall take place to the extent needed for performing the work assignment, in the case of collaboration with others, so that this can proceed in an optimal way. Where necessary for the work, the Contractor shall observe the Client's hours of work.*
- 2.3 *The Contractor is completely independent in performing the contracted work. He/she shall perform the contracted work according to personal insights and without the supervision or management of the Client. The Client may give directions or instructions regarding the results of the work assignment.*
- 2.4 *The Contractor shall make use of his/her own vehicle, tools, clothing and materials he/she supplies in performing the work. Deviation from the foregoing is permitted if the Client supplies the materials in connection with prescribed quality requirements (standards), specifications, purchasing advantages, efficiency advantages and/or the for reasons of safety the Contractor has to wear clothing from the (higher level) Client. This must be set down in writing in advance. For tools and equipment not necessary for daily operations but strictly for occasional use, the Contractor may make use of the Client's or another party's tools and equipment available on site.*
- 2.5 *If at any point in time the Contractor foresees that he/she will not be able to meet the obligations connected to the accepted work assignment, or will not be able to meet these obligations on time or in the proper manner, then the Contractor must immediately inform the Client thereof.*
- 2.6 *The Contractor is responsible for providing the contracted result.*

3. Contractor Substitutes

- 3.1 *The Contractor is free to choose to have another sub-contractor substitute for him/her in performing the work. Before substitution, the Contractor shall first consult with the Client about who will be performing the work on his/her behalf. The Client may not work with the Contractor in performing the work, unless this pertains to occasional work in connection with temporary replacement of a sick employee or due to a temporary lack of capacity. In such cases, Articles 2.1, 2.2 and 2.3 remain in full force.*
- 3.2 *If work is performed by a substitute sub-contractor, the Contractor also remains responsible for the quality of the work and meeting the contracted agreements.*
- 3.3 *If the work is outsourced by the Contractor to a third party, this model contract must also be declared applicable to that person.*
- 3.4 *The Contractor is completely free to work for third parties.*

4. Safety and working conditions

- 4.1 *The Contractor has a mandatory obligation to comply with the safety requirements and provisions of the Health and Safety Act/ARBO Catalogue.*
- 4.2 *The Contractor is responsible for his/her own personal protective equipment and, where necessary, training required to perform the work.*
- 4.3 *The Contractor shall give the Client a copy of the valid (VOL) VCA safety certificate for operational supervisors.*
- 4.4 *The Contractor shall take out liability insurance for businesses (AVB), whereby a coverage is agreed of at least € 2,500,000 per incident.*
- 4.5 *The Contractor shall submit a copy of the insurance policy or policies and the accompanying conditions when concluding this agreement.*

5. Annex: Work Assignment Description

The annex forms a part of the agreement. The provisions in the annex are without prejudice to the provisions of this agreement. If there is a conflict between the annex and this agreement, the provisions of this agreement shall prevail.

6. General terms and conditions (of delivery)

To the extent that the Client and Contractor declare (further) general terms and conditions (of delivery) applicable to the work assignment to be performed, the provisions of the general terms and conditions (of delivery) shall be without prejudice to the provisions of this agreement. If there is a conflict with this agreement, the provisions of this agreement shall prevail.

Thus agreed and drawn up in duplicate

.....

City/Town

Date

.....

.....

Client's signature

Contractor's signature

Annex work assignment description, as referred to in Model Contract for the Building Trade, point 5. Tax Administration assessment no 90516.40170 | 23 August 2016

Company name:.....

Company address:.....

PC/City or town:.....

CoC no:

VAT no:

Hereinafter also referred to as 'the Client'

Has concluded a work order contract with:

Company name:.....

Company address:.....

PC/City or town:.....

CoC no:

VAT no:

Hereinafter also referred to as 'the Contractor'

The work.

The Contractor shall construct the following work: (defined unit).

Description of the work:

- write a description of the physical properties of the work to be constructed as specifically as possible
-

Location

Place where the work will be performed.....

Commencement

The work shall begin on

Delivery

The following applies to the point in time that delivery is made:

The work must be delivered*

- 0 no later than on
- 0 within workable days, to be calculated from the time work commences

* check one option only, where applicable

Price*

0 The contract price of the work assigned to the sub-contractor amounts to:

/

(in words:Euros).

Exclusive of VAT.

0 The work assigned to the sub-contractor shall be paid according to the following pricing**

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

* check/fill in one option only

** record price per unit (e.g. per m, m5, per 1000, per hour), excluding VAT

Payment arrangement

Payment shall be madedays after receipt of the invoice. Invoices must be sent in duplicate.

VAT reverse charge mechanism

The reverse charge mechanism for VAT applies to this agreement.

Thus agreed,

City/town

Date

Client:

Contractor:

Explanatory notes to the Model Contract for the Building Trade. Tax Administration assessment no 90516.40170 | 23 August 2016

1. Basic principles for the sub-contracting agreement with contractors (applicable to points 1.1 through 1.7 of the Model Contract for the Building Trade)

Working as contractor, not an employment contract

If a contractor and client agree to work according to this model contract, it is important to follow the rules/provisions that are included in this contract. Only then can the client be sure that the contractor is not employed by him/her. Therefore, by choosing this contract, the contractor and client are consciously choosing to work with each other as entrepreneurs.

Not a fictitious employment relationship either

Even if there is no employment relationship, in some situations there may be a fictitious employment relationship for contracted work. A fictitious employment relationship is treated by the legislator as equivalent to an employment relationship where the worker is employed. In determining payroll taxes, the client must decide whether the contract has been concluded with a contractor or sub-contractor, who do the contracted work as self-employed persons. That's because the law fictitiously calls contractors who do not perform work as self-employed persons, or who perform such ancillary work as 'employees' of a client who is acting in a commercial capacity. Important points here are that the contractor works for multiple clients, makes investments in his/her own business, and presents him/herself as an entrepreneur.

If, for example, the contractor has not had any, or hardly any, other clients for a long period of time, then the dependence of the contractor on the one client with whom this model contract has been concluded is in danger of taking on such proportions that the fictitious employment relationship 'contracted work' (small contractors) could apply.

2. Contractor's working method (applicable to points 2.1 through 2.5 of the Model Contract for the Building Trade)

Working under supervision

The contractor and client shall work according to an agreement for contracted work. This means that the work pertains to constructing something of a physical nature which will be delivered by the contractor. The contractor is responsible for performing the work and delivering the final product. For example, contracting, performing and delivering plaster work for an entire house or laying the floor in a commercial property.

Work can be contracted for a fixed price or on the basis of supervision. The latter means that instead of a fixed price being agreed in advance, the client/contractor pays a fee for the actual implementation costs of the work. The implementation costs are the hours worked plus materials, increased (usually expressed in percentage of the cost) by supplements for profit and general costs.

If a client has multiple contractors working at the same location, it is important to know which contractor is responsible for which part of the work. This may be covered by setting down in the agreement (see Annex 1) the work, strictly defined, that the contractor has independently accepted. Additionally, the client may not issue instructions about how the work should be implemented, but is entitled to give instructions about the intended results, without creating a relationship of authority.

Not working continually for the same client

Be sure that no financial dependence arises between the contractor and the client due to the parties working together for a long period of time. Working as a contractor means taking on business risk and that means that the contractor must be working regularly for other clients. There may not be a chain of continuous work assignments from the same client. If the client chooses anyway to keep working with the same contractor in a systematic way, an employment agreement, or fictitious employment agreement may arise.

Occasional gap-filling

If a contractor is occasionally asked to fill a gap by working on an hourly basis, for example if one of the client's employees is absent due to sickness, or if there is a temporary shortage of capacity ('extra hands to help with the work'), and then step by step the contractor takes over the work of an employee, and is supervised in the same way by the client, then this quickly turns into an employment relationship. The difference between working as an employee and working as a contractor has then been blurred. It can then only be said that the contractor is not working in an employment relationship if there is no supervision and enough characteristics of entrepreneurship are present.

Contractors (usually) provide their own transport, equipment and materials

In principle, contractors bring their own materials to the work site, have their own transport to and from work, and have their own equipment. It is important that contractors show that they are running their own business by, among other things, wearing their own work gear and having advertising on their company car. The contractor is responsible for PPE (personal protective equipment such as helmet, safety goggles and safety shoes). The price and other things relating to the contracted work should be set down in the work assignment description (Annex 1).

Frequently, the lead contractor and/or lead client at a building site decides on the basis of the specifications the materials have to be used by the client the contractor works for, and which schedule of work he has to follow. The client will then make arrangements with the contractor that are in line with the arrangements made with the lead contractor.

For that reason, it sometimes happens that, for specific areas of work, the client wants the contractor to work with certain equipment/installations and/or with materials required by the lead contractor. It may also happen that the contractor occasionally has to borrow and use a client's or a colleague's equipment. In such a case, there is still no issue of employment relationship as long as the work the contractor must deliver and what the contractor is responsible for are clearly defined.

But if the exception becomes the rule when using the client's equipment, the contractor may then be in an employment relationship. This is because as an entrepreneur, contractors are fully responsible for buying their own equipment needed to complete the work.

3. Contractor's mobility (applicable to points 3.1 through 3.4 of the Model Contract for the Building Trade)

The contractor is completely free to work for third parties. It is important that contractors actually do this to prove that they are not financially dependent on one specific client. This is a particular point of attention for the client who likes to work with a 'fixed team' of contractors, if the client wants to avoid an employment relationship.

If the contractor works systematically for just one client, or nearly only does so, this may quickly start to look like a (fictitious) employment relationship because it creates a situation of the contractor's financial dependence and the loss of business risk in acquiring contracts. Contractors must demonstrate that they get work from different clients, and also that no single client systematically provides the largest portion of the contractor's turnover.

Changes to the model contract

It sometimes happens that the client and the contractor want to make changes to certain articles of this model contract. In such a case it is important to realise that, if the Tax Administration carries out an audit, it is not merely self-evident that a contractor has not been working as an employee.

The provisions of the contract highlighted in grey must not be changed in order to prevent the Tax Administration from coming to the conclusion that your contract involves employment, which would mean that payroll taxes have to be withheld. Changes or additions to the contract are possible, but must not undermine the provisions of the model contract, particularly with regard to the highlighted passages.

CONCLUSION

It may be that you have questions about this model contract for the building trade. In that case, you would be wise to contact (as a member!) your representative association that has created this model contract for the building trade (FNV, CNV, NOA). They can advise you about what is permitted when working as a client or contractor (or with a client or contractor) in the building trade, and what the Tax Administration is likely to consider an employment relationship. Client and contractor are not required to print this model contract out and sign it for each work assignment. It is enough to refer to this contract in the work assignment agreement, noting the number and date as given on the Tax Administration's website.

Annex 11

Function classification for the building trade objection procedure, as referred to in Article 37, paragraph 1 of this CLA

Article 1 Submitting an objection

1. Employees can object to a classification of his/her job as referred to in Article 37, paragraph 1 of the CLA with the parties to the CLA for the Building Trade.
2. A written objection shall be submitted to the secretary, Mauritskade 27, 2514 HD The Hague, info@tbaibouw.nl.
3. The written objection must in any case contain:
 - a description of the work performed;
 - a description of the decision that the employee desires, with supporting arguments.
4. Immediately after receipt of the letter of objection, the secretary will send a confirmation of receipt.

Article 2 Admissibility

The secretary shall decide, based on Article 1, paragraph 3 of this scheme whether the objection is admissible. The employee shall be given fourteen days to provide additional information, where necessary.

Article 3 Employer's defence

1. The secretary shall inform the employer of the dispute within fourteen days of being declared admissible, and offer the employer fourteen days to submit a statement of defence.
2. The statement of defence shall be sent to the employer for information purposes.

Article 4 The objection committee

1. The secretary informs the objection committee about the receipt of the objection.
2. The committee shall consist of two members, a chairperson and a secretary, to be appointed by the parties to the CLA for the Building Trade.
3. One member shall be nominated by the NOA. One member shall be nominated by the FNV and CNV Vakmensen.

Article 5 Working method of the committee

1. Each member of the committee shall cast one vote.
2. Resolutions shall be passed by a simple majority of votes. In the case of a tie, the committee shall inform the parties to the CLA for the Building Trade and request that they take a decision.
3. Any member of the committee who has or has had direct involvement in the dispute under investigation may not participate in handling the case or in the decision-making.

Article 6 Committee's examination

1. The committee shall invite the employer and employee to a joint hearing within four weeks of receiving the written objection.
2. If, in the committee's opinion, the dispute is sufficiently clear based on the written objection and statement of defence, it may forgo the hearing.
3. Committee hearings are held in camera and at a location to be decided by the committee.
4. Invitations to the hearing shall be sent the employer and employee no later than ten days before the session.
5. The employer and employee may attend the hearing accompanied by legal counsel or a third party.
6. The committee may, if it decides they are necessary for its investigations, hire experts, summon witnesses, commission an investigation of the site, or ask the employer and employee for written answers to questions.

Article 7 Committee's judgment

1. The committee shall pronounce judgment within six weeks of the hearing in writing, and send the employer and employee a notification.
2. *The judgment of the committee is binding on the employer and employee.*

Annex 12

Job descriptions, as referred to in Article 38, paragraph 1, and Article 39, paragraph 1 of this CLA

CLA for the Building Trade 2022-2023		
Job	General worker	Function code: 1.1.1
Job category	Plasterers and Finishing Trade	Group: 1b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing support and assistance services on site.

Performance expectations

Performance areas	Core objectives
Preparation	- liaising with skilled tradesmen about the work to be performed (as necessary)
Implementation	- lifting and moving materials to the desired location - providing support and assistance - clearing and keeping workplace tidy, removing waste materials
Maintenance of equipment	- cleaning, clearing/putting away equipment
Working responsibly	- ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking and working in a cramped/strained posture.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

CLA for the Building Trade 2022-2023		
Job function	Lead plasterer / finisher	Function code: 2.1.1
Job category	Plastering-finishing trade	Group: 2b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Supply and removal of materials and assisting skilled tradesmen on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements and planning; checking equipment - liaising with skilled tradesmen about the materials required
Implementation	<ul style="list-style-type: none"> - mixing up plaster/mortar compounds by mixing raw materials with water and any additives using a mixer/machine - masking up windows, doors, floors, etc., as instructed by colleague - moving various materials to their desired location promptly - assisting the skilled tradesmen on site - clearing and keeping workplace tidy, removing waste materials - moving scaffold, including for ceilings - providing support and assistance
Maintaining equipment	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - cleaning and clearing/putting away equipment
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials, and mixing raw materials.
- Excessive walking and working in a cramped/strained posture.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Preparatory secondary vocational education (VMBO)

CLA for the Building Trade 2022-2023		
Job function	Sheet installer	Function code: 3.1.1
Job category	Plastering-finishing trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing insulation sheets on exterior walls.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - liaising with superior about the job requirements - checking that tools, equipment and materials are available on site - checking the load-bearing capacity of walls/substructure for application, surfaces are dirt-free - mixing up mortar or adhesive - masking up/insulating windows and window-frames
Implementation	<p><u>Sheet installation:</u></p> <ul style="list-style-type: none"> - installing expanding tape - aligning, cutting to size and installing support and protection profiles - cutting insulation sheets to size and installing on exterior walls - sealing joints and seams - smoothing out bumps and irregularities - performing all work with the required tools <p><u>Delivery of work:</u></p> <ul style="list-style-type: none"> - inspection of work completed for smoothness and finish, reporting problems to superior - clearing and keeping workplace tidy, removing waste materials - delivering work to the foreman
Maintenance of equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting, installing and moving sheets.
- Forced or awkward posture when installing sheets.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling scaffolding.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Mesh/Stucanet installer	Function code: 3.1.2
Job category	Plastering-finishing trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing and adjusting mesh, Stucanet or other kinds of materials to walls and ceilings.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues, if unclear asking follow-up questions
Implementation	<ul style="list-style-type: none"> - measuring and attaching battening to substrate of walls, ceilings and arches - installing guide/tiewires, observing the proper distances/axis - installing edging - cutting to fit, attaching and joining the mesh/Stucanet onto walls, ceilings and arches using equipment - making openings and/or installing reinforcement
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - clearing and keeping workplace tidy, removing waste materials - delivering completed work to superior
Maintenance of equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations according to procedures

Work-related risk factors

- Physical exertion when moving materials.
- Forced or awkward posture when installing mesh or Stucanet.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury/wounds from sharp materials or misapplied tools.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Wall and ceiling sprayer	Function code: 4.1.1
Job category	Plastering-finishing trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Spraying walls and ceilings on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding the job assignment - assessing the quality of walls, arches and ceilings, and technical feasibility - informing superior, colleagues and/or client about executing work and special conditions - mixing or supervising mixing of packaged materials and additives, if any - masking up windows, doors, floors, etc. - setting up scaffolding - repairing (concrete), as necessary
Spraying work	<ul style="list-style-type: none"> - applying plaster/mortar layer to walls, joints, ceilings using the spraying machine - smoothing/screed plaster/mortar - scratching/raking cured layer of plaster/mortar - sanding/sponging plaster/mortar - applying a textured layer, as necessary
Delivery of work	<ul style="list-style-type: none"> - inspecting smoothness and finishing of work completed, correcting as needed - clearing and keeping workplace tidy, removing waste materials - delivering completed work to superior
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and solving unsafe situations according to procedures

Work-related risk factors

- Physical exertion when moving packaged materials and handling the spraying machine.
- Forced or awkward posture when applying mortar/plaster to walls, arches and ceilings using the spraying machine.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury/wounds from plasterer's equipment and eye injury from falling mortar/water.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Plasterer	Function code: 4.1.2
Job category	Plastering-finishing trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Executing all kinds of plasterwork (plaster and decorative plaster) according to quality standards.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - discussing the job requirements with superior - assessing the quality of walls, joints and/or ceilings - informing superior, colleagues and/or client about executing work and special conditions - instructing less experienced colleagues about executing the work - mixing or supervising mixing of plaster/mortar by mixing raw materials with water and any additives using a mixer/machine - masking up windows, doors, floors, etc. - setting up scaffolding
Plastering	<ul style="list-style-type: none"> - repairing (concrete) as necessary - applying the desired plaster/mortar layer to walls, joints, ceilings - smoothing the plaster/mortar - scratching the cured layer of plaster/mortar - sanding/sponging the plaster/mortar - plastering the plaster/mortar - working with plasterer's tools and equipment
Ornamental plastering	<ul style="list-style-type: none"> - applying a preparation/under coat to walls, joints and ceilings - applying plaster (in various decorative textures) - finishing (e.g. sanding) decorative plaster
Delivery of work	<ul style="list-style-type: none"> - inspecting smoothness and finishing of work completed, correcting as needed - clearing and keeping workplace tidy, removing waste materials - delivering completed work to superior
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving materials, mixing raw materials, and applying mortar or plaster to walls, joints and ceilings.
- Forced or awkward posture when applying mortar or plaster to walls, joints and ceilings.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2/3

CLA for the Building Trade 2022-2023		
Job	Exterior wall insulation installer	Function code: 4.1.3
Job category	Plastering-finish trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing insulation systems desired to exterior walls according to quality standards.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - discussing the job requirements with superior - checking that tools, equipment and materials are available on site - checking the load-bearing capacity of walls/substrate, surfaces are dirt-free - taking dimensions, measuring exterior walls, including windows and window frames - mixing adhesive mortar or glue - masking up/insulating windows and window frames - smoothing out exterior walls, as necessary
Implementation	<p><u>Exterior wall insulation:</u></p> <ul style="list-style-type: none"> - insulating exterior walls with insulating cladding/systems (foam sheets), using different types of adhesives and mesh - aligning, cutting to size and installing support and protection profiles - sealing joints and seams - smoothing out bumps and irregularities - applying a finishing layer (plasterwork, etc.) - performing all work with the required tools <p><u>Delivery of work:</u></p> <ul style="list-style-type: none"> - inspection of work completed for smoothness and finish, correcting, as necessary - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving sheets and other insulating cladding.
- Forced or awkward posture when installing sheets and other insulating cladding.
- Exposure to noise, dust, draughts and hindrance of weather conditions and wearing personal protective equipment.
- Risk of suffering injury by falling from scaffolding.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Plaster repairer	Function code: 5.1.2
Job category	Plastering-finish trade	Group: 5b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Executing plaster work (plastering and decorative plastering) and repair work according to quality standards.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - discussing the customer's wishes with the client - determining the quality of walls, joints and ceilings - decide how to execute the plaster or repair work, taking into consideration the desires of the client and the technical feasibility - informing superior, colleagues and/or client about execution and special conditions - supervising or mixing up plaster/mortar compounds by mixing raw materials with water and any additives using a mixer/machine - masking up windows, doors, floors, etc. - setting up scaffolding
Plastering and repair work	<ul style="list-style-type: none"> - selecting and applying correct method of working - preparing and smoothing (bumps in) walls, joints and ceilings - applying the desired layer of mortar to walls, joints and ceilings - smooth/screed plaster/mortar - scratch/rake cured layer of plaster/mortar - sand/sponge plaster/mortar - applying a textured layer, as necessary - plastering plaster/mortar - performing all work with the required tools
Ornamental plastering	<ul style="list-style-type: none"> - applying a preparation coat to walls, joints and ceilings - applying plaster (in various decorative textures) - finishing (e.g. sanding) decorative plaster
Ornaments	<ul style="list-style-type: none"> - drawing the position of ornaments on ceilings - measuring and re-creating decorative frames in various materials using measuring instruments and moulds - tracing decorative frames on ceilings, walls and tracing tables
Delivery of work	<ul style="list-style-type: none"> - inspection of work completed for smoothness and finish, correcting, as necessary - clearing and keeping workplace tidy, removing waste materials - delivering completed work to client
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving materials and equipment, mixing raw materials, and applying mortar or decorative plaster to walls, joints and ceilings.

- Forced or awkward posture when applying mortar or decorative plaster to walls, joints and ceilings.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 3/4

CLA for the Building Trade 2022-2023		
Job function	Co-working foreman plasterers and finishers	Function code: 6.1.1
Job category	Plastering-finishing trade	Group: 6b

Position in the organisation

Reports to manager/project leader/site manager

Leads a team of skilled tradesmen (technically/functionally)

Job objective

Responsible for preparations, leading work operations and performing plastering working with the team on site according to the work assignment.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - coordinating information, drawings, schedules, and assessing the situation on site - decides the approach and sequence of work - responsible for additional supplies or tools/equipment and materials - informing the (lead) contractor/client, superior and colleagues about implementation of the work and special conditions
Execution	<ul style="list-style-type: none"> - assigning work within the team - responsible for performing the work according to the work order - performing work with the team using equipment/machines - informing the site manager about progress and problems - responsible for keeping simple administrative tasks (time sheets, receipts, etc.)
Leading work operations	<ul style="list-style-type: none"> - liaising about work activities within the project - safeguarding progress of work, monitoring quality and quantity - giving directions and guidance in technical skills to colleagues - flagging and correcting errors within authorisation
Managing supplies and equipment	<ul style="list-style-type: none"> - managing technical equipment, tools and materials - ensuring supply levels are maintained, ordering supplies from (fixed) suppliers - responsible for issuing and receiving equipment/materials, getting tools repaired - registering items received and issued
Working responsibly	<ul style="list-style-type: none"> - (supervising) compliance with health, safety and environmental regulations - flagging and solving unsafe situations according to procedures, informing superior

Work-related risk factors

- Physical exertion when performing operational work.
- Forced or awkward posture when performing operational work.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from operational work.

Educational level

- Senior secondary vocational education (MBO) 3/4

CLA for the Building Trade 2022-2023		
Job function	General worker	Function code: 1.2.1
Job category	Ceiling and wall trade	Group: 1b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing support and assistance services on site.

Performance expectations

Performance areas	Core objectives
Preparation	- liaising with skilled tradesmen about the required work, as necessary
Implementation	- moving materials to the desired location promptly - providing support and assistance - clearing and keeping workplace tidy, removing waste materials.
Maintaining equipment	- cleaning and clearing/putting away equipment
Working responsibly	- ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise, dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

CLA for the Building Trade 2022-2023		
Job function	Lead ceiling and wall technician	Function code: 2.2.1
Job category	Ceiling and wall trade	Group: 2b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Supplying and removing materials and assisting skilled tradesmen on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements and planning; checking equipment - liaising with skilled tradesmen about the materials required
Implementation	<ul style="list-style-type: none"> - preparing materials according to instructions - moving materials to the desired location promptly - providing assistance to skilled tradesmen on site - clearing and keeping workplace tidy, removing waste materials - setting up scaffolding, including ceiling scaffolding - providing support and assistance
Maintaining equipment	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - cleaning and clearing/putting away equipment
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment/materials and mixing raw materials.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise and changes in temperature.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Preparatory secondary vocational education (VMBO)

CLA for the Building Trade 2022-2023		
Job function	Drywall finisher / seam filler	Function code: 3.2.1
Job category	Ceiling and wall trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing drywall work on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding the work assignment and quality requirements - making suggestions regarding the sequence of work - assessing the quality of walls and/or ceilings - checking that equipment, tools and materials are available on site - informing superior, colleagues and/or client about special conditions
Drywalling	<ul style="list-style-type: none"> - filling screw holes with plaster-based products - applying reinforcement and corner profiles - filling seams of drywall sheets with plaster-based products and trims with knife - sanding filled screw holes and seams
Delivery of work	<ul style="list-style-type: none"> - checking completed work for smoothness/finishing and correcting as necessary - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
Maintaining tools and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when installing drywall.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Suspended ceiling and wall partitions technician A	Function code: 3.2.2
Job category	Ceiling and wall trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installation of suspended ceilings and wall partitions on site according to the work assignment.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements - checking that tools, equipment and materials are available on site - informing superior, colleagues and/or client about implementation and special conditions
Montage	<ul style="list-style-type: none"> - installing suspended ceilings and/or wall partitions according to blueprints/drawings - mounting wood furring strips/channels to floors, walls and ceilings - assembling and mounting and/or gluing wall elements or sheets (to walls, windows, window frames and the like) - drilling out installation openings in wall elements for cables - installing profiles for suspended ceilings, mounting/applying ceiling tiles - filling and finishing seams
Delivery of work	<ul style="list-style-type: none"> - inspecting and, where necessary, correcting completed work - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion for various kinds of installation work and moving materials.
- Strained posture when performing installation work.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing the work.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Metal stud framer A	Function code: 3.2.3
Job category	Ceiling and wall trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing (metal stud) assembly work at a building site according to the requirements.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements - checking that tools, equipment and materials are available on site - informing superior, colleagues and/or client about implementation special conditions
Montage	<ul style="list-style-type: none"> - installing wall and ceiling profiles - mounting/applying (insulation) materials into wall profiles - mounting/applying plasterboard or gypsum fibre board - mounting support systems (wood backing) - marking and cutting installation openings according to drawing/blueprint - positioning window frames - applying dilation and expansion joints - assisting in mounting coves and rounded walls according to drawings/blueprints - flagging and reporting irregularities
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion for various kinds of installation work and moving materials.
- Strained posture when performing installation work.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing the work.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Suspended ceiling and wall partitions technician B	Function code: 4.2.1
Job category	Ceiling and wall trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Marking the measurements for suspended ceilings and/or wall partitions and performing assembly work on site according to the work assignment.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - assessing the given work assignment - checking that tools, equipment and materials are available on site - coordinating with superior, colleagues and/or client regarding the implementation and special conditions
Marking and measuring	<ul style="list-style-type: none"> - taking measurements of walls and ceilings - determining sequence of work and materials/equipment - marking the measurements according to quality standards
Applying and mounting	<ul style="list-style-type: none"> - installing suspended ceilings and/or wall partitions according to drawings/blueprints - mounting furring strips/channels to floors, walls and ceilings - inserting and applying and/or gluing together wall elements or sheets (to walls, windows, window frames, etc.), including more complex systems - drilling out installation openings in wall elements for cables - mounting/applying profiles for suspended ceilings, inserting/applying ceiling panels - filling and finishing seams
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting work, as necessary - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion for various kinds of installation work and moving materials.
- Strained posture when performing installation work.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing the work.

Educational level

- Senior secondary vocational education (MBO) 3

CLA for the Building Trade 2022-2023		
Job function	Metal stud framer B	Function code: 4.2.2
Job category	Ceiling and wall trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing more complex (metal stud) assembly work at a building site according to the requirements.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - assessing the given work assignment - checking that tools, equipment and materials are available on site - coordinating with superior, colleagues and/or client about implementation and special conditions
Marking and measuring	<ul style="list-style-type: none"> - measuring walls and ceilings - determining sequence of work and materials/equipment - marking the measurements according to quality standards and supplier's specifications
Applying and mounting	<ul style="list-style-type: none"> - applying wall and ceiling profiles - inserting/installing (insulation) materials in wall profiles - mounting/applying plasterboard or gypsum fibre board - mounting support systems (wood backing) - marking and cutting installation openings according to drawing/blueprint - positioning window frames - applying dilation and expansion joints - assisting in mounting (more complex) coves and rounded walls according to drawing/blueprint - consulting with foreman about progress and implementation, consulting on solutions for irregularities
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work, as necessary - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion for various kinds of installation work and moving materials.
- Strained posture when performing installation work.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing the work.

Educational level

- Senior secondary vocational education (MBO) 3

CLA for the Building Trade 2022-2023		
Job function	Co-working foreman ceiling and wall	Function code: 6.2.1
Job category	Ceiling and wall trade	Group: 6b

Position in the organisation

Reports to manager/project leader/site supervisor

Leads a team of skilled tradesmen (technically/functionally)

Job objective

Preparation, leading operations and also performing mounting/assembly work according to the work order.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - coordinating information, drawings, schedules, and assessing the situation on site - responsible for taking measurements - decides the approach and sequence of work - responsible for additional supplies and tools/equipment and materials - informing the (lead) contractor/client, superior and colleagues about implementation of the work and special conditions
Execution	<ul style="list-style-type: none"> - assigning work within the team - responsible for performing work according to the work order - performing work with the team using tools/equipment/machines - informing the site manager about progress and problems - responsible for keeping simple administration (time sheets, receipts, etc.)
Leading operations	<ul style="list-style-type: none"> - liaising about work activities within the project - safeguarding progress of work, monitoring quality and quantity - giving directions and guidance in technical skills to colleagues - flagging and correcting errors within authorisation
Managing supplies and equipment	<ul style="list-style-type: none"> - managing technical equipment, tools and materials - ensuring supply levels are maintained, order supplies from (fixed) suppliers - responsible for issuing and receiving goods/materials, getting tools repaired - registering items received and issued
Working responsibly	<ul style="list-style-type: none"> - (supervising) compliance with health, safety and environmental regulations - flagging and solving unsafe situations according to procedures, informing superior

Work-related risk factors

- Physical exertion when performing operational work.
- Strained posture when performing operational work.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing the operational work.

Educational level

- Senior secondary vocational education (MBO) 3/4

CLA for the Building Trade 2022-2023		
Job function	General worker	Function code: 1.3.1
Job category	Flooring and Terrazzo trade	Group: 1b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Providing support and assistance services on site.

Performance expectations

Performance areas	Core objectives
Preparation	- liaising with skilled tradesmen about the required work, as necessary
Implementation	- moving materials to the desired location promptly - providing support and assistance - clearing and keeping workplace tidy, removing waste materials
Maintaining equipment	- cleaning and clearing/putting away equipment
Working responsibly	- ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

CLA for the Building Trade 2022-2023		
Job function	Lead flooring / terrazzo technician	Function code: 2.3.1
Job category	Flooring and Terrazzo trade	Group: 2b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Supplying and removing materials and assisting skilled tradesmen on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding the work assignment and planning, checking tools/equipment - coordinating with skilled tradesmen about required materials
Implementation	<ul style="list-style-type: none"> - mixing up plaster/mortar compounds by mixing raw materials with water and any additives using a mixer/machine - moving various materials to their desired location promptly - clearing and keeping workplace tidy, removing waste materials - assisting the skilled tradesmen on site - providing support and assistance
Maintaining equipment	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - cleaning and clearing/putting away equipment
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment/materials and mixing raw materials.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Preparatory secondary vocational education (VMBO)

CLA for the Building Trade 2022-2023		
Job function	Assistant floor layer	Function code: 2.3.2
Job category	Flooring and Terrazzo trade	Group: 2b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Providing assistance and support in laying screed.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, selecting sequence of work - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - checking the substrate and performing repair work where necessary - covering/masking up walls
Work on floors/with elements	<ul style="list-style-type: none"> - sanding sand-cement screeds or applying insulating materials as part of the flooring system or polishing terrazzo floors using the required machines and hand tools - cleaning the floor - rinsing the floor with clear water - applying the protective layer
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving machines.
- Working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Terrazzo sander / polisher	Function code: 2.3.3
Job category	Flooring and Terrazzo trade	Group: 2b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Sanding and polishing terrazzo floors and elements in accordance with the job order and work instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, selecting the sequence of work - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - checking the substrate and performing repair work as necessary - covering/masking up walls
Work on floors/with elements	<ul style="list-style-type: none"> - sanding sand-cement screeds or polishing terrazzo floors using the required machines and hand tools - cleaning the floor - rinsing the floor with clear water - applying the protective layer
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving machines.
- Working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Floor layer sand / cement floors	Function code: 3.3.1
Job category	Flooring and Terrazzo trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing sand/cement screeds according to the job order and work instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, selecting a sequence of work - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - inspecting the substrate and performing simple repair work - covering/masking up workplace - pre-treating the substrate with the required materials
Installing screed	<ul style="list-style-type: none"> - laying out the work, laying forms, membrane, wooden strips; scrubbing, shot blasting, abrading - mixing/preparing raw materials in the correct composition - lays cement-based screeds and aggregates, with hand trowel and/or equipment/machines
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving materials.
- Working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Floor layer poured floors	Function code: 3.3.2
Job category	Flooring and Terrazzo trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing poured floors according to the job order and work instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - inspecting the substrate and performing simple repair work - covering/masking up workplace - pre-treating the substrate with the required materials, installing insulation layer
Installing poured floors	<ul style="list-style-type: none"> - pouring the base material for floors - levelling, smoothing, texturing floors according to instructions - finishing and sealing floors
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving materials.
- Working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Floor layer synthetic floors	Function code: 3.3.3
Job category	Flooring and Terrazzo trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing synthetic floors according to job order and work instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - inspecting the substrate and performing simple repair work - covering/masking up workplace - pre-treating the substrate with the required materials
Installing synthetic floors	<ul style="list-style-type: none"> - mixing/preparing raw materials in the correct composition - spreading base material on floors - levelling and smoothing floors - applying synthetic sheets on substrate or installing a synthetic layer - finishing floors
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion for moving materials.
- Working in a cramped/awkward posture.
- Exposure to noise, adhesive fumes, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Floor layer monolithic floors	Function code: 3.3.4
Job category	Flooring and Terrazzo trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Installing floors and laying monolithic finishes according to job order and work instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, selecting a sequence of work - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - inspecting the substrate and performing simple repair work - covering/masking up workplace - pre-treating the substrate with the required materials
Installing concrete	<ul style="list-style-type: none"> - laying out the work, applying framing, reinforcement, profiles and dilation joints - mixing/preparing raw materials in the correct composition - installing concrete using laser levelling equipment
Monolithic finishing	<ul style="list-style-type: none"> - machine/rough sanding the floor surface - laying the floor and applying the topping layers - trowelling and polishing to a smooth monolithic finish - sealing/finishing the floor membrane or curing compound
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of machines, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving materials.
- Working in a cramped/awkward posture.
- Exposure to noise, dust draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Terrazzo worker	Function code: 4.3.1
Job category	Flooring and Terrazzo trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Making terrazzo floors/elements according to job order and work instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements. selecting a sequence of work - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - inspecting the substrate and performing simple repair work - covering/masking up workplace - pre-treating the substrate with the required materials
Making terrazzo floors/elements	<ul style="list-style-type: none"> - laying out the work, installing the framing or having it installed - mixing/preparing raw materials in the correct composition - laying the first cement layer (where necessary) and after it dries applying the terrazzo cement, levelling smooth - sanding and polishing cured terrazzo concrete - applying the wax or sealer
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving materials.
- Working in a cramped/awkward posture.
- Exposure to noise, dust draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Co-working foreman flooring and terrazzo trade	Function code: 6.3.1
Job category	Flooring and Terrazzo trade	Group: 6b

Position in the organisation

Reports to manager/project leader/site supervisor

Leads a team of skilled tradesmen (technically/functionally)

Job objective

Responsible for preparations, leading work operations and performing laying of floors and terrazzo working with the team on site according to the work assignment.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - coordinating information, drawings/blueprints, planning and assessing the situation on site - determining the approach and sequence of work - responsible for additional supplies and tools/equipment and materials - informing (lead) contractor/client, superior and colleagues about implementation of the work and special conditions
Execution	<ul style="list-style-type: none"> - assigning work within the team - responsible for performing work according to the work order - performing work with the team using tools/equipment/machines - informing the site manager about progress and problems - responsible for keeping simple administration (time sheets, receipts, etc.)
Leading operations	<ul style="list-style-type: none"> - liaising about work activities within the project - safeguarding progress of work, monitoring quality and quantity - giving directions and guidance in technical skills to colleagues - flagging and correcting errors within authorisation
Managing supplies and equipment	<ul style="list-style-type: none"> - managing technical equipment, tools and materials - ensuring supply levels are maintained, order supplies from (fixed) suppliers - responsible for issuing and receiving goods/materials, getting tools repaired - registering items received and issued
Working responsibly	<ul style="list-style-type: none"> - (supervising) ensuring compliance with health, safety and environmental regulations - flagging and solving unsafe situations according to procedures, informing superior

Work-related risk factors

- Physical exertion when moving materials.
- Working in a cramped/awkward posture.
- Exposure to noise, dust draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury when performing operational work.

Educational level

- Senior secondary vocational education (MBO) 3/4

CLA for the Building Trade 2022-2023		
Job function	General worker	Function code: 1.4.1
Job category	Blocklaying trade	Group: 1b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing support and assistance services on site.

Performance expectations

Performance areas	Core objectives
Preparation	- liaising with skilled tradesmen about the work to be performed (as necessary)
Implementation	- moving materials to the desired location promptly - providing support and assistance - clearing and keeping workplace tidy, removing waste materials
Maintaining equipment	- cleaning and clearing/putting away equipment
Working responsibly	- ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

CLA for the Building Trade 2022-2023		
Job function	Lead blocklayer	Function code: 2.4.1
Job category	Blocklaying trade	Group: 2b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Supplying and removing materials and assisting skilled tradesmen on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements and planning; checking equipment - liaising with skilled tradesmen about the materials required
Implementation	<ul style="list-style-type: none"> - mixing mortar for block laying according to ratio - moving various materials to their desired location promptly - clearing and keeping workplace tidy, removing waste materials - setting up scaffolding, including for ceilings - operating the block hoist/lift - providing support and assistance
Maintaining equipment	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - cleaning and clearing/putting away equipment
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving blocks, equipment and materials and other kinds of lifting and moving.
- Excessive walking and working in a cramped/awkward posture.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing work.

Educational level

- Preparatory secondary vocational education (VMBO)

CLA for the Building Trade 2022-2023		
Job function	Blocklayer	Function code: 3.4.1
Job category	Blocklaying trade	Group: 3b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Building walls or elements from concrete blocks, gypsum blocks, sand-lime blocks or other types of masonry units on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, including drawings/blueprints - helping determine the sequence of work and tools/equipment - checking that tools, equipment and materials are available on site - mixing mortar for block laying according to ratio, or having it mixed
Blocklaying	<ul style="list-style-type: none"> - building block walls from masonry units, ensuring correct placement and binding - measure/install wall profiles - attach the necessary profile guides to floors, walls and ceilings - break or cut blocks/units to size, cut openings - laying masonry units in profile guide - installing anchors - operating the block hoist/lift, or having it operated
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving masonry units, equipment and materials, and other kinds of lifting and moving.
- Strained posture when performing repetitive blocklaying work.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing work.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Blocklayer estimator	Function code: 4.4.1
Job category	Blocklaying trade	Group: 4b

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Building walls or elements from concrete blocks, gypsum blocks, sand-lime blocks or other types of masonry units on site.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, including drawings/blueprints - helping determine the sequence of work and tools/equipment - checking that tools, equipment and materials are available on site - mixing mortar for block laying according to ratio, or having it mixed
Estimating	<ul style="list-style-type: none"> - marking measurements using laser and chalk line, setting plumb lines and course levels - determining sequence of work and tools/equipment
Blocklaying	<ul style="list-style-type: none"> - building block walls from masonry units, ensuring correct placement and binding - measure/install wall profiles - attach the necessary profile guides to floors, walls and ceilings - break or cut blocks/units to size, cut openings - laying masonry units in profile guide - installing anchors - operating the block hoist/lift, or having it operated
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - cleaning/clearing workplace, removing waste materials - notifying superior of completed work
Maintaining equipment and materials	<ul style="list-style-type: none"> - daily inspection and maintenance of equipment, tools and hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving masonry units, equipment and materials, and other kinds of lifting and moving.
- Strained posture when performing repetitive blocklaying work.
- Exposure to noise, dust, draught, and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing work.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Co-working foreman blocklayer	Function code: 6.4.1
Job category	Blocklaying trade	Group: 6b

Position in the organisation

Reports to manager/project leader/site supervisor

Leads a team of skilled tradesmen (technically/practically trained)

Job objective

Preparing, leading operations and blocklaying on site, according to the work order.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - coordinating information, drawings/blueprints, planning and assessing the situation on site - determining the approach and sequence of work - responsible for additional supplies and tools/equipment and materials - informing (lead) contractor/client, superior and colleagues about implementation of the work and special conditions
Execution	<ul style="list-style-type: none"> - assigning work within the team - responsible for performing work according to the work order - performing work with the team using tools/equipment/machines - informing the site manager about progress and problems - responsible for keeping simple administration (time sheets, receipts, etc.)
Leading operations	<ul style="list-style-type: none"> - conferring about work activities within the project - safeguarding progress of work, monitoring quality and quantity - giving directions and guidance in technical skills to colleagues - flagging and correcting errors within authorisation
Managing supplies and equipment	<ul style="list-style-type: none"> - managing technical equipment, tools and materials - ensuring supply levels are maintained, order supplies from (fixed) suppliers - responsible for issuing and receiving goods/materials, getting tools repaired - registering items received and issued
Working responsibly	<ul style="list-style-type: none"> - supervising and ensuring compliance with health, safety and environmental regulations - flagging and solving unsafe situations according to procedures, informing superior

Work-related risk factors

- Physical exertion when performing operational work.
- Strained posture when performing operational work.
- Exposure to noise, dust, draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing the operational work.

Educational level

- Senior secondary vocational education (MBO) 3/4

CLA for the Building Trade 2022-2023		
Job	General worker	Function code: 1.5.1
Job category	Stonemasonry trade*	Group: 1a

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Performing support and assistance services on site.

Performance expectations

Performance areas	Core objectives
Preparation	- liaising with skilled tradesmen about the work to be performed (as necessary)
Implementation	- moving materials to the desired location promptly - providing support and assistance - clearing and keeping workplace tidy, removing waste materials.
Maintaining equipment	- cleaning and clearing/putting away equipment
Working responsibly	- ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury by becoming wedged between stone panels and from falling or heavy lifting.

* Stonemasonry is also understood to mean composites, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Assistant stonemason	Function code: 1.5.2
Job category	Stonemasonry trade*	Group: 1a

Position in the organisation

Reports to manager/production manager/foreman

Job objective

Providing support and assistance and performing general work to assist the skilled tradesmen in the workshop/factory.

Performance expectations

Performance areas	Core objectives
Support work	<ul style="list-style-type: none"> - lifting and moving panels and other products with overhead crane/forklift - packing orders and preparing for shipment - providing skilled tradesmen with support and assistance - removing waste streams
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of equipment, tools, hand tools and machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury by becoming wedged between stone panels and from falling or heavy lifting.

Educational level

- Preparatory secondary vocational education (VMBO)

* Stonemasonry is also understood to mean composites, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Basic operator	Function code: 2.5.1
Job category	Stonemasonry trade*	Group: 2a

Position in the organisation

Reports to manager/ production manager/foreman

Job objective

Performing a limited number of activities within the company for processing stone in accordance with the work order/instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - lifting and moving stones and panels with the (overhead) crane/vacuum hoist/forklift - placing/positioning stone/panels in the machine, applying marks (as necessary)
Implementation	<ul style="list-style-type: none"> - operating machinery (e.g. cutting, milling, waterjet, calibration and polishing machines) according to instructions - starting the process/releasing the machine and ensuring proper execution - flagging and reporting disruptions and malfunctions - internal transport of the product to the next step in the process
Delivery	<ul style="list-style-type: none"> - bonding components to form final product - inspecting completed work, flagging irregularities and quality defects - notifying superior of completed work - packing completed work, as necessary
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of tools, hand tools and machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking/standing and working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury operating machinery and processing stone, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

* Stonemasonry is also understood to mean composites, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Stonemasonry maintenance worker	Function code: 2.5.2
Job category	Stonemasonry trade*	Group: 2a

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Applying treatments to floors/elements according to work order and instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - understanding job requirements, selecting a sequence of work - checking that tools, equipment and materials are available on site - exchanging information with superior, colleagues and customers, if unclear asking follow-up questions
Preparation of substrate	<ul style="list-style-type: none"> - checking substrate and performing repair work, as necessary - masking up/covering walls
Applying treatments to floors/elements	<ul style="list-style-type: none"> - grinding, diamond polishing and polishing natural stone floors using the required machines and hand tools - cleaning the floor - applying protective coatings
Delivery of work	<ul style="list-style-type: none"> - inspecting and correcting completed work - clearing and keeping workplace tidy, removing waste materials - notifying superior of completed work
General work	<ul style="list-style-type: none"> - daily inspection and maintenance of tools, hand tools - keeping sufficient stock of materials, indicating supply needs
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving machinery.
- Working in a cramped/strained posture.
- Exposure to noise, (stone) dust, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

* Stonemasonry is also understood to mean composites, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Machine operator	Function code: 3.5.1
Job category	Stonemasonry trade*	Group: 3a

Position in the organisation

Reports to manager/production manager/foreman

Job objective

Performing all activities within the company for processing stone in accordance with the work order/instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - visual assessment/inspecting the quality of masonry units/panels - studying work order/drawing/mould, requesting additional information (as necessary) - lifting and moving panels with the (overhead) crane/vacuum hoist/forklift - placing/positioning units/panels in the machine, applying marks (as necessary) - suggesting non-standard solutions for work pieces
Implementation	<ul style="list-style-type: none"> - setting parameters of machinery (e.g. cutting, milling, waterjet, calibration and polishing machines) according to work order, incl. drawing (positioning, measuring the panel) - starting the process/releasing and operating the machine, re-setting parameters (speed, pressure), as necessary - flagging and correcting disruptions, escalating more complex malfunctioning - internal transport of the product to the next step in the process - informing superior and colleagues about execution of the work and special conditions
Delivery	<ul style="list-style-type: none"> - inspecting completed work, flagging defects and quality defects - reporting completion of work via system/to superior - packing completed work, as necessary
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - performing daily maintenance of machinery, replacing part
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials (occasional).
- Excessive walking/standing and working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury when performing operations, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

* Stonemasonry is also understood to mean composites, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Stonemasonry processing worker	Function code: 3.5.2
Job category	Stonemasonry trade*	Group: 3a

Position in the organisation

Reports to manager/supervisor/foreman, all-round stonemasonry processing worker (skilled technician)

Job objective

Preparing, performing and checking a number of different types of manual and/or machine processing of stone, under direction of a skilled supervisor.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - visual assessment/inspecting the quality of masonry units/panels - reading work order/drawing - lifting and moving panels with the (overhead) crane/vacuum hoist/forklift - placing and positioning panels on the workbench/in the machine - collecting required tools, equipment and materials
Implementation	<ul style="list-style-type: none"> - performing a number of manual operations (e.g. polishing, bonding, callibrating, assembling, inscribing) and/or machine operations (saw or polishing machine) for processing stone - cutting to size and adding reinforcement, as needed - flag and report deviations/defects - informing superior, colleagues about execution/special conditions/deviations - work according to directions from all-round stonemasonry processing worker
Delivery	<ul style="list-style-type: none"> - checking completed work, flag (quality) defects - notifying superior of completed work order - packing completed work and moving to storage
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of tools, hand tools. machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking/standing and working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing operations, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 2

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	All-round stonemasonry processing worker	Function code: 4.5.1
Job category	Stonemasonry trade*	Group: 4a

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

(Independently) prepares, executes and checks all types of manual and/or machine operations for processing stone in the company according to the work order/instructions.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - visual assessment/inspecting the quality of masonry units/panels - studying work order/drawing, requesting additional information (as necessary) - lifting and moving panels with the (overhead) crane/vacuum hoist/forklift - placing/positioning units/panels on the workbench/in the machine - selecting the tools, equipment and materials to be used - suggesting non-standard solutions for work pieces
Implementation	<ul style="list-style-type: none"> - performing a number of manual operations (e.g. polishing, bonding, calibrating, assembling, inscribing) and/or machine operations (saw or polishing machine) for processing stone - cutting to size and adding reinforcement, as needed - informing clients/customers, superior, or colleagues about execution/special conditions/deviations - recording damage to panels, checking whether repairs are possible
Delivery	<ul style="list-style-type: none"> - checking and correcting own and others' work activities - reporting completion of work via system/to superior - ensuring the work is packed, as necessary, and moved to storage - suggesting for improvements to working methods and procedures
Leading skilled technical work operations	<ul style="list-style-type: none"> - safeguarding progress of work, monitoring quality and quantity - directing and guiding colleagues in technical skills - flagging and correcting errors within authorisation
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of tools, hand tools. machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking/standing and working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from processing operations, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 3

* *Stonemasonry is also understood to mean composite, synthetic stone or similar material.*

CLA for the Building Trade 2022-2023		
Job function	Stonemasonry technician	Function code: 4.5.2
Job category	Stonemasonry trade*	Group: 4a

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Taking measurements of and installing stonemasonry products (incl. countertops, window sills) on site according to agreed specifications.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - studying work order/drawing, requesting additional information (as necessary) - taking measurements for stonemasonry productions, taking into consideration irregularities - translating the measurements into a drawing and giving this to the work planner
Transport	<ul style="list-style-type: none"> - loading/unloading products using (overhead) crane/forklift - packing up products and making the order ready for shipment, as necessary
Installation and repair services	<ul style="list-style-type: none"> - checking the measurements on location and installing products, using equipment as necessary, and making the products level - informing the customer about maintenance of stonemasonry products - recording damage to products, checking whether repairs are possible - removing old sections and installing new sections using equipment - informing customer/superintendent, superior and colleagues about execution/special conditions/deviations
Delivery	<ul style="list-style-type: none"> - checking completed work, flagging (quality) defects - reporting completion of work via system/to superior
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of tools, hand tools, machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking/standing and working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from processing operations, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 3

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Stonework setter	Function code: 4.5.3
Job category	Stonemasonry trade*	Group: 4a

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Placing and installing stonemasonry products according to agreed specifications.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - studying work order/drawing/mould, requesting additional information (as necessary) - checking/taking measurements at the site - checking that substrate is level/stable
Implementation	<ul style="list-style-type: none"> - installing anchors and sawing sections to size - positioning and setting sections with precision, using caulking/mortar (as necessary) - recording damage to workpieces, checking whether repairs are possible - informing customer, superior, colleagues about execution/special conditions/defects
Delivery	<ul style="list-style-type: none"> - checking finished product, flagging (quality) defects to the structure - reporting completion of work via system/to superior
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of tools, hand tools. machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Working in a cramped/strained posture.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from setting operations, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 3

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Driver/gravestone setter	Function code: 4.5.4
Job category	Stonemasonry trade*	Group: 4a

Position in the organisation

Reports to manager/forwarding manager/foreman

Job objective

Delivers orders to customers using a delivery van or truck and places works/monuments according to work order or instructions.

Performance expectations

Performance areas	Core objectives
Delivery services	<ul style="list-style-type: none"> - loading products and goods into van/truck using hoist/forklift, providing support in packing and making orders ready for shipment - transporting products and goods in accordance with work order and route plan, unloading goods and getting signature for receipt - maintaining contact with client/superintendent, discussing problems/back-ups with superior - recording own work activities and time involved
Stone setting activities	<ul style="list-style-type: none"> - levelling the ground, placing supports for anchoring the structure/monument - performing standard setting activities, lifting/moving structures on the supports using hoist, installing anchors - all in collaboration with colleague
Delivery of work	<ul style="list-style-type: none"> - checking completed work, flagging (quality) defects - notifying superior of completed work order
Maintenance of vehicle	<ul style="list-style-type: none"> - performing (minor) vehicle maintenance on a daily basis - tidying/cleaning vehicle and cab
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when loading, unloading and moving goods.
- Working in a cramped/strained posture when loading/unloading.
- Exposure to weather conditions when loading/unloading.
- Risk of suffering injury from traffic accidents and to hands or other body parts from loading and unloading goods.

Educational level

- Senior secondary vocational education (MBO) 3

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Stone cutter	Function code: 5.5.1
Job category	Stonemasonry trade*	Group: 5a

Position in the organisation

Reports to manager/supervisor/foreman

Job objective

Cutting workpieces from blocks of stone and performing repair work.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - checking and assessing the quality of the stone, using knowledge of materials - studying work order/moulds/drawing, requesting additional information
Stone cutting	<ul style="list-style-type: none"> - mark the stone for cutting - sawing the outer dimensions and cutting (shaping, trimming, carving) the stone into the desired shape - ensuring that sections fit together (as necessary) - tracing text onto stone, pre-blasting, cutting and finishing the letters
Repair work	<ul style="list-style-type: none"> - recording damage to workpieces, checking whether repairs are possible - taking measurements, making a sketch and mould, cutting out discarded material - bonding sections in place, filling holes
Stone setting activities	<ul style="list-style-type: none"> - performing standard stone-setting activities, lifting/moving structures on supports using hoist, applying anchoring - all in collaboration with colleague
Delivery	<ul style="list-style-type: none"> - checking completed work, flagging (quality) defects - reporting completion of work via system/to superior
General work	<ul style="list-style-type: none"> - clearing and keeping workplace tidy, removing waste materials - daily inspection and maintenance of tools, hand tools. machines
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials.
- Excessive walking/standing and working in a cramped/strained posture.
- Exposure to noise, vibrations, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from processing operations, and from falling or heavy lifting.

Educational level

- Senior secondary vocational education (MBO) 3

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Co-working stonemasonry foreman	Function code: 6.5.1
Job category	Stonemasonry trade*	Group: 6a

Position in the organisation

Reports to manager/project leader/site supervisor

Leads a team of skilled tradesmen (technically/practically skilled)

Job objective

Preparing and leading work operations and performing stonemasonry work with the team in accordance with the work order.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - coordinating information, drawings, schedules, and assessing the situation on site - responsible for additional supplies and tools/equipment and materials - informing the contractor/client, superior and colleagues about implementation of the work and special conditions
Execution	<ul style="list-style-type: none"> - assigning work within the team - responsible for performing work according to the work order - performing work with the team using tools/equipment/machines - informing the site manager about progress and problems - responsible for keeping simple administration (time sheets, receipts, etc.)
Leading operations	<ul style="list-style-type: none"> - conferring about work activities within the project - safeguarding progress of work, monitoring quality and quantity - giving technical directions to colleagues - flagging and correcting errors within authorisation
Managing supplies and equipment	<ul style="list-style-type: none"> - managing technical equipment, tools and materials - ensuring supply levels are maintained, order supplies from (fixed) suppliers - responsible for issuing and receiving goods/materials, getting tools repaired - registering items received and issued
Working responsibly	<ul style="list-style-type: none"> - supervising and ensuring compliance with health, safety and environmental regulations - flagging and solving unsafe situations according to procedures, informing superior

Work-related risk factors

- Physical exertion when lifting and moving equipment and materials (occasional).
- Working in a cramped/strained posture when performing operational work.
- Exposure to noise, stone dust, chippings, draughts and hindrance of wearing personal protective equipment.
- Risk of suffering injury from performing operational work.

Educational level

- Senior secondary vocational education (MBO) 3/4

** Stonemasonry is also understood to mean composite, synthetic stone or similar material.*

CLA for the Building Trade 2022-2023		
Job function	Facilities worker	Function code: 1.10.1
Job category	OTA employee	Function level: 1

Position in the organisation

Reports to head of department (e.g. manager or managing director)

Job objective

Performs support and assistance services and office cleaning work.

Performance expectations

Performance areas	Core objectives
Office cleaning	<ul style="list-style-type: none"> - performing cleaning work - ensuring the company's interior space is kept neat and tidy - collecting and emptying waste into the waste containers
Facilities work	<ul style="list-style-type: none"> - performing minor building maintenance and repair work (furniture, equipment, locks, toilets and the like) - maintenance of the outside space, responsible for landscaping - performing courier services, picking up/delivery of suppliers' goods - performing support and assistance services
Working responsibly	<ul style="list-style-type: none"> - compliance with health, safety and environmental regulations - flagging and reporting unsafe situations according to procedures

Work-related risk factors

- Physical exertion when manually lifting and moving materials and waste.
- Excessive walking and standing. Working in a cramped/strained posture when performing cleaning and maintenance work.
- Exposure to dirt and weather conditions when working outside.
- Risk of suffering injury from falling/slipping and accidents with tools.

Educational level

- Preparatory secondary vocational education (VMBO)

CLA for the Building Trade 2022-2023		
Job function	Warehouse worker	Function code: 2.10.1
Job category	OTA employee	Function level: 2

Position in the organisation

Reports to head of department (e.g. manager or warehouse superintendent)

Job objective

Performing warehouse services and making orders ready for shipment to the building sites.

Performance expectations

Performance areas	Core objectives
Receiving shipments	<ul style="list-style-type: none"> - unloading lorries and signing transport documents - checking shipments and documents, flagging and reporting irregularities
Storing and stocking	<ul style="list-style-type: none"> - putting goods away in the designated storage location using a forklift - checking goods received and returned - keeping track of stock levels, flagging (impending) shortages, informing superior - placing orders for materials within authorisation
Order picking	<ul style="list-style-type: none"> - collecting goods using the pick list, flagging and reporting irregularities - packing or unpacking goods, compiling orders
Delivery services	<ul style="list-style-type: none"> - internal transport of prepared orders - loading materials into lorries
Maintenance of transport vehicles	<ul style="list-style-type: none"> - performing user's maintenance on transport equipment - flagging defects and reporting to superior
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Physical exertion when moving goods.
- Strained posture when moving goods.
- Exposure to draught and hindrance of wearing personal protective equipment.
- Risk of suffering injury by becoming stuck or falling.

Educational level

- Senior secondary vocational education (MBO) 2

CLA for the Building Trade 2022-2023		
Job function	Receptionist/telephonist	Function code: 2.10.2
Job category	OTA employee	Function level: 2

Position in the organisation

Reports to manager

Job objective

Provides reception and deals with visitors' questions, answers and directs telephone calls.

Performance expectations

Performance areas	Core objectives
Receiving visitors	- greets and welcomes visitors and directs them to the right employee(s), answers questions
Answering telephones	- answering and forwarding incoming telephone calls - registering calls, taking messages, providing general information about the company
Incoming/outgoing mail	- receiving, sorting and distributing incoming mail/parcels - responsible for outgoing mail
Facilities support	- ensuring facilities are kept neat and tidy - reserving and setting up meeting rooms according to requirements - ensuring supply levels are maintained and issuing supplies - sounding the alarm in case of emergency according to the protocol, participating in the in-house emergency service (BHV) - managing office supplies and indicating order requirements
General support	- performing general clerical duties
Working responsibly	- ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- High levels of stress during peak times, greeting visitors and dealing with high volume of incoming calls at the same time.

Educational level

- Senior secondary vocational education (MBO) 3

CLA for the Building Trade 2022-2023		
Job function	Administrative assistant	Function code: 3.10.1
Job category	OTA employee	Function level: 3

Position in the organisation

Reports to head of department (e.g. manager or administrator)

Job objective

Responsible for providing assistance with administrative tasks.

Performance expectations

Performance areas	Core objectives
Assisting administration	<ul style="list-style-type: none"> - collecting and checking data for the company's administration (e.g. accounts payable and receivable, payroll, personnel) - flagging and tracking down missing data, issuing reminders to relevant party - entering, processing and coding data, performing simple calculations, if unclear making further inquiries (internal and external) - archiving and periodic tidying/clearing out documentation
Providing information	<ul style="list-style-type: none"> - acting as contact point for questions, providing answers or re-directing - compiling various overviews, according to the applicable guidelines/instructions - collecting, processing and sorting data and providing information
Communications	<ul style="list-style-type: none"> - responsible for regular correspondence - taking care of different types of business arising from implementation of the administration - reporting special situations to superior

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Senior secondary vocational education (MBO) 3/4

CLA for the Building Trade 2022-2023		
Job function	Internal sales representative	Function code: 3.10.2
Job category	OTA employee	Function level: 3

Position in the organisation

Reports to manager/work planner/superior

Job objective

Receives and handles telephone calls, and meets visitors/customers and answers their questions at the front desk and in the showroom within guidelines/according to instructions.

Performance expectations

Performance areas	Core objectives
Front desk and sales activities	<ul style="list-style-type: none"> - handling general inquiries from customers, both written (by email) as orally (by telephone or in person), redirecting them to colleague, as necessary - receiving and meeting visitors/customers in the showroom, answering questions, advising and providing information about products and applications - compiling quotes according to standards and having them approved by superior, handling orders for products/standard products - checking, registering and processing orders
Support services	<ul style="list-style-type: none"> - processing incoming and outgoing mail (incl. informational materials) - providing support in setting up the showroom and displays - performing additional duties of an administrative nature

Work-related risk factors

- Not applicable.

Educational level

- Senior secondary vocational education (MBO) 3

CLA for the Building Trade 2022-2023		
Job function	Draughtsman stonemasonry trade*	Function code: 3.10.3
Job category	OTA employee	Function level: 3

Position in the organisation

Reports to manager

Job objective

Translates the customer's order into a workable drawing for the workshop.

Performance expectations

Performance areas	Core objectives
Assessing orders	<ul style="list-style-type: none"> - assessing customer's drawing - requesting further information or clarification from the customer
Producing design	<ul style="list-style-type: none"> - transposing drawing into a workable design for the work order - checking for the required materials
Providing information	<ul style="list-style-type: none"> - issuing work orders, communicating with the workshop - handling questions about drawings and design information
Administrative duties	<ul style="list-style-type: none"> - archiving and maintaining documentation, drawings and data files
Working responsibly	<ul style="list-style-type: none"> - ensuring compliance with health, safety and environmental regulations - flagging and reporting unsafe situations to superior

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Senior secondary vocational education (MBO) 3

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job function	Secretary	Function code: 4.10.1
Job category	OTA employee	Function level: 4

Position in the organisation

Reports to manager

Job objective

Performing support services for various departments within the company.

Performance expectations

Performance areas	Core objectives
Reception	<ul style="list-style-type: none"> - greets and welcomes visitors and directs them to the right co-worker, answers questions - taking and directing incoming calls - providing general information and taking messages - (practical) administration of the company's website - processing received emails within authorisation
Processing mail	<ul style="list-style-type: none"> - receiving, sorting and distributing incoming mail and goods - responsible for outgoing mail
Facilities support	<ul style="list-style-type: none"> - ensuring facilities are kept neat and tidy - reserving and preparing meeting rooms - sounding alarm in case of emergency according to protocol
Personnel management	<ul style="list-style-type: none"> - managing personnel administration and personnel files - responsible for administrative processing of recruitment and selection - drawing up standard employment contracts - responsible for handling various personnel procedures, including when employees report sickness/recovery
Office supplies	<ul style="list-style-type: none"> - managing and maintaining office supplies - reporting shortages of supplies or purchasing supplies after coordination with superior
Providing support	<ul style="list-style-type: none"> - entering data in support of the company administration - collecting, processing and sorting data and providing information

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Senior secondary vocational education (MBO) 4

CLA for the Building Trade 2022-2023		
Job function	Financial assistant	Function code: 4.10.2
Job category	OTA employee	Function level: 4

Position in the organisation

Reports to manager

Job objective

Responsible for accounts payable, accounts receivable and performing various financial administrative duties, making sure that the administration is correct and up-to-date and payments are correct and made on time.

Performance expectations

Performance areas	Core objectives
Accounts payable	<ul style="list-style-type: none"> - checking purchasing invoices, flagging/tracking differences/errors - checking and adding bookkeeping codes and if unclear requesting further information, entering/recording invoices in the system - preparing payments and submitting to superior - handling payment reminders for accounts payable, consulting about issues outside guidelines
Accounts receivable	<ul style="list-style-type: none"> - making up, checking and sending invoices, processing payments - matching payments with invoice amounts, flagging/tracking differences/errors
Providing information	<ul style="list-style-type: none"> - acting as contact point for questions, providing answers or re-directing - compiling various overviews, according to the applicable guidelines - collecting, processing and sorting data and providing information

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Senior secondary vocational education (MBO) 4

CLA for the Building Trade 2022-2023		
Job function	Draughtsman	Function code: 4.10.3
Job category	OTA employee	Function level: 4

Position in the organisation

Reports to administrator / manager

Job objective

Drawing and preparing designs for workorders.

Performance expectations

Performance areas	Core objectives
Draughting	<ul style="list-style-type: none"> - discussing the wishes of customer/client with the sales advisor, work planner and as necessary customer/client - based on the foregoing, sketching the design - as necessary, placing the work at the location and sketching structures
Preparing work orders	<ul style="list-style-type: none"> - after approval of the design, creating a more detailed drawing of the workpiece, including measurements and required materials - sending the information to the workshop, administration and third parties (as necessary) - making up work slips, drawings and lists of materials, and ordering materials.

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Senior secondary vocational education (MBO) 3

CLA for the Building Trade 2022-2023		
Job function	Stonemasonry order processor*	Function code: 4.10.4
Job category	OTA employee	Function level: 4

Position in the organisation

Reports to manager

Job objective

Plans production capacity and orders materials and equipment.

Performance expectations

Performance areas	Core objectives
Issuing quotes	<ul style="list-style-type: none"> - handling questions and client data - making up and issuing quotes, and approaching clients in response to inquiries about the quote
Order processing	<ul style="list-style-type: none"> - checking, registering and processing orders - entering and completing order information, maintaining/archiving client data - following order processing, reporting deviations - dealing with questions about delivery problems, responsible for finding solutions - receiving and registering complaints, responsible for internal processing of complaints
Providing information	<ul style="list-style-type: none"> - providing information to clients about products, applications, planning (and progress) of work orders

Work-related risk factors

- Not applicable

Educational level

- Senior secondary vocational education (MBO) 3

* Stonemasonry is also understood to mean composite, synthetic stone or similar material.

CLA for the Building Trade 2022-2023		
Job	Planner stonemasonry trade*	Function code: 4.10.5
Job category	OTA employee	Function level: 4

Position in the organisation

Reports to manager

Job objective

Planning the production capacity and ordering materials and equipment.

Performance expectations

Performance areas	Core objectives
Planning	<ul style="list-style-type: none"> - planning production capacity, drawing up personnel schedules - coordinating priorities with other departments, including the workshop - safeguarding production capacity and the progress of production - comparing the actual situation with the standards, making further calculations
Ordering	<ul style="list-style-type: none"> - determining required order amounts and specifications, requesting and evaluating quotes - placing orders for products and inquiring about delivery dates (regular suppliers) - keeping purchasing system and archives up-to-date - flagging and lodging complaints about delivery date violations, recognising and reacting to delivery problems - checking and reporting non-compliance with delivery obligations

Work-related risk factors

- Not applicable

Educational level

- Senior secondary vocational education (MBO) 4

** Stonemasonry is also understood to mean composite, synthetic stone or similar material.*

CLA for the Building Trade 2022-2023		
Job function	Site manager	Function code: 5.10.1
Job category	OTA employee	Function level: 5

Position in the organisation

Reports to manager / project leader

Supervises approx. 5-10 employees per project (functionally)

Job objective

Realises projects in the building trade (several at the same time), according to the work order and specifications.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - coordinating assigned project with superior and preparing/making calculations for work - studying framework plan, drawings/blueprints, suggests improvements and possible obstructions - selects (or helps select) skilled tradesmen, assigns work - draws up detailed plans within the framework plan - informs parties involved about the start, progress and execution of the project - maintaining contact and liaising with (lead) contractor/client and sub-contractors
Execution	<ul style="list-style-type: none"> - responsible for the progress of the project, safeguarding the quality and efficient execution - anticipating possible difficulties during execution (including sub-contractor problems), and finding solutions to problems - ordering materials, parts, tools and resources, ensures available on time - giving directions to employees working on the project, inspecting quality of executed activities based on requirements/work description - solving problems that tradesmen are not able or permitted to - acting as point of contact for tradesmen - providing information to interested parties
Project delivery	<ul style="list-style-type: none"> - responsible for transfer of the project to the (lead) contractor/client, or the manager (if relevant) - responsible for maintenance of tools, machines and materials used
Administration	<ul style="list-style-type: none"> - providing, or directing the provision of, administrative services for the project - checking and processing data supplied - approving work slips and time sheets - flagging deviations, liaising/coordinating with superior - performing or checking further calculations related to own projects - drawing up instructions for the workplace
Functional supervision	<ul style="list-style-type: none"> - leading work operations and motivating employees, sharing knowledge and experience - discussing execution and progress with employees - reporting progress, aspects of execution, hours clocked and materials used to superior - giving feedback to superior about functioning of employees
Working responsibly	<ul style="list-style-type: none"> - supervising/ensuring compliance with health, safety and environmental regulations - flagging and fixing unsafe situations, according to procedures

Work-related risk factors

- Hindrance from wearing personal protective equipment.

- Risk of suffering injury while on building sites.

Educational level

- Senior secondary vocational education/Higher professional education

CLA for the Building Trade 2022-2023		
Job	Work planner/calculator	Function code: 5.10.2
Job category	OTA employee	Function level: 5

Position in the organisation

Reports to manager/project leader

Job objective

Prepares, calculates and manages projects according to customer specifications.

Performance expectations

Performance areas	Core objectives
Planning	<ul style="list-style-type: none"> - determining the nature and scope of the projected work - liaising with clients/project leaders about time and duration of implementation - aligning work activities within the total work supply - drawing up a draft plan and coordinating with the various internal and external parties
Work preparation	<ul style="list-style-type: none"> - translating work activities into schedules of work, material requirements, number of tradesmen to be hired from third parties - collecting drawings, schedules, documentation and determining what licenses, parts, services, etc., need to be obtained - requesting quotes for materials and services from third parties and ordering materials and services after superior's approval - discuss/coordinate project preparations with superior - order materials and hire in services
Support for work in progress	<ul style="list-style-type: none"> - safeguarding (or helping safeguard) progress of the project (progress, quality and budget) and liaising with the project leader - participating in meetings to discuss work and special conditions with the project leader/client, implementing changes as necessary, making up quotes for additional work and making additional orders - flagging (impending) deviations in the planning and activities, making proposals for remedies and working out alternative solutions - responsible for invoicing, taking payment periods into account
Calculations	<ul style="list-style-type: none"> - releasing the required materials; estimating required man hours and through time - calculating the costs using standards and calculating programmes - working out proposals for alternative solutions to implementation problems - assessing and comparing quotes for materials and outsourced work - drawing up quotes and coordinating with superior
Additional calculations	<ul style="list-style-type: none"> - collecting information on hours worked, materials used and services required for the project - performing further calculations in order to compare first calculations/quotes with actual costs - suggesting improvements to superior
Administration	<ul style="list-style-type: none"> - maintaining documentation, drawings and supplies of materials - checking invoices and giving approval - drawing up monthly and weekly reports for superior, making reports of meetings

Performance areas	Core objectives
Working responsibly	<ul style="list-style-type: none"> - supervising/ensuring compliance with health, safety and environmental regulations - flagging and fixing unsafe situations, according to procedures

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Senior secondary vocational education (MBO) 4

CLA for the Building Trade 2022-2023		
Job	Administrator	Function code: 5.10.3
Job category	OTA employee	Function level: 5

Position in the organisation

Reports to manager

Supervises administrative assistant, financial assistant (technical/professional)

Job objective

Responsible for financial administration of the company, according to the guidelines.

Performance expectations

Performance areas	Core objectives
Financial administration	<ul style="list-style-type: none"> - checking orders and invoices - maintaining general ledger accounts, journals and subledgers - closing each accounting period in general ledger accounts by tabulating general ledger with subsidiary bookkeeping - performing audits of data entry and mutations, and making corrections as necessary
Managing finances	<ul style="list-style-type: none"> - executing accounts payable administration, preparing payments - responsible for accounts receivable, implementing collection activities - making inquiries to banks, debtors and creditors regarding about problems with mutations, claims and debts
Reports and annual financial statements	<ul style="list-style-type: none"> - generating data and compiling subsidiary account statements, financial statements and income statements for each accounting period - calculating deductions and book value using procedures and instructions - drawing up ledger column statements (specifications) - responsible for closing each accounting period and compiling financial statement and income statements - responsible for journal entries and compiling specifications for annual accounts
Human resource management	<ul style="list-style-type: none"> - responsible for payroll administration - maintaining personnel administration and personnel files - responsible for administrative processing of recruitment and selection - drawing up standard employment contracts - responsible for various personnel procedures, including employees reporting sick/recovery (absence management)
Statutory declarations and tax payments	<ul style="list-style-type: none"> - compiling and ensuring that the statutory declarations and tax payments, such as VAT, payroll tax, insurance, wage declaration industry-wide scheme
Insurance	<ul style="list-style-type: none"> - acting as point of contact for insurer and organisation, reporting mutations - calculating premiums, making/supervising deductions and informing employees - checking insurance policies, current account, reporting any differences to insurer - reporting damages and supervising processing, maintaining a register of damage claims
Working responsibly	<ul style="list-style-type: none"> - supervising/ensuring compliance with health, safety and environmental regulations - flagging and fixing unsafe situations, according to procedures

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Higher professional education

CLA for the Building Trade 2022-2023		
Job function	External sales advisor	Function code: 5.10.4
Job category	OTA employee	Function level: 5

Position in the organisation

Reports to manager

Job objective

Sells products in the building trades or stonemasonry trade and prepares implementation of the work.

Performance expectations

Performance areas	Core objectives
Implementing commercial policy	<ul style="list-style-type: none"> - helps draw up the sales plan - building and maintaining a network of commercial (external) relations
Sales	<ul style="list-style-type: none"> - making a summary of the customer's wishes and advising about possibilities - making proposals for practical execution of texts and images - issuing price estimates for standard and custom products - drawing up quotes, making agreements with the customer - recording agreements in the system
Preparing work	<ul style="list-style-type: none"> - drawing up broad outlines of product using system - applying for municipal licenses/permits - transferring information to the workshop - coordinating with the customer about the date and time of installing the monument - supplying/inputting data for financial administration and final calculations

Work-related risk factors

- Not applicable.

Educational level

- Senior secondary vocational education (MBO) 4

CLA for the Building Trade 2022-2023		
Job function	Project leader	Function code: 6.10.1
Job category	OTA personnel	Function level: 6

Position in the organisation

Reports to manager

Supervises several contractors (functional)

Job objective

Prepares, organises and supervises projects in the building trade according to customer specifications.

Performance expectations

Performance areas	Core objectives
Preparation	<ul style="list-style-type: none"> - preparing and assisting in commercial activities - setting up projects in consultation with the lead contractor or client(s) - determining the required capacity (manpower/resources), defining/determining roles - ensuring oversight of current projects - anticipating obstacles in capacity, budget and time impacting the work, setting priorities
Supervising projects in the building trades	<ul style="list-style-type: none"> - acting as point of contact for skilled tradesmen in all disciplines and lead contractor or client(s) during execution of building projects - ensuring capacity, budget and time for current projects, acting to correct problems as necessary - supervising projects, consulting with planners, calculators and own contractors or foremen - dealing with problems (in planning, budget, etc.), finding solutions - supervising proper financial administrative activities are performed for building projects
Realisation of projects in the building trade	<ul style="list-style-type: none"> - responsible that contractors achieve project results (progress, costs, quality) - analysing (interim) results, tracking causes for deviations, ensuring necessary adjusts are made - responsible for progress reports and final reports for submission to client and manager - responsible for administrative processing of building projects - evaluating building project with internal/external persons involved, discussing results, obstacles and improvements - keeping up with developments within the trade and transforming these into opportunities/possibilities for the company
Working responsibly	<ul style="list-style-type: none"> - supervising/ensuring compliance with health, safety and environmental regulations - flagging and finding solutions to unsafe situations, according to procedures

Work-related risk factors

- Cramped/strained posture when sitting at the computer.

Educational level

- Higher professional education (HBO)

Annex 13

Regulations of the Minister of Social Affairs and Employment of 19 December 2019, 2019-0000157117, laying down the circumstances and applicable conditions whereby the obligation to continue paying wages does not apply (Regulations for Weather Conditions Preventing Work), as referred to in Article 55 of this CLA

Article 1 Definitions

In these regulations the following words have the following meanings:

- a. wage payment obligation: the obligation set down in Book 7, Article 628, paragraph 1 of the Dutch Civil Code obliging the employer to pay the fixed wage in full according to time period if inability to perform work should no in reason be borne by the employee;
- b. extreme natural weather conditions: as referred to in Article 18, paragraph 1, of the Unemployment Insurance Act, on the understanding that the designation extreme natural conditions only arises in connection with:
 - 1°. frost, sleet or snowfall, if these weather conditions occur in the period between 1 November and 31 March;
 - 2°. excessive rainfall, if it rains for at least 300 minutes in the postal code area where the employee is working on a workday between 7:00 am and 7:00 pm;
- c. waiting period: workdays on which work is not possible due to circumstances as referred to in Article 3, which must be respected under the provisions of Article 2, paragraph 1(c) and which have been reported in accordance with Article 4, not being workdays on which work is not carried out due to public holidays or company closing for annual holidays;
- d. UWV: the Employment Insurance Agency, as referred to in Chapter 5 of the Work and Income (Implementation Structure) Act.

Article 2 Exemption in relation to extreme natural weather conditions

1. The employer is exempt from the wage payment obligation if the following pre-conditions are met on the day on which the extreme natural weather conditions occurred:
 - a. not performing the agreed work was due to extreme natural weather conditions;
 - b. in a collective labour agreement or scheme set up by or on behalf of the authorised representative bodies regulations have been instituted governing under which extreme weather conditions and under which pre-conditions the agreed work cannot be performed;
 - c. the number of days in the waiting period, as referred to in Article 3, has lapsed;
 - d. the employee involved has a claim to benefits for the hours during which work cannot be performed on the grounds of Article 18 of the Unemployment Insurance Act; and
 - e. the employer has report to the UWV each day on which work cannot be performed due to extreme natural weather conditions, in accordance with Article 4.
2. Exemption based on paragraph 1 does not apply to employees who are taking leave or holidays.

Article 3 Waiting period

The number of days in the waiting period is as follows:

- a. frost, sleet or snowfall: 2 workdays coming in the period referred to in Article 1(b) in which work cannot be performed due to frost, sleet or snowfall;
- b. excessive rainfall: 19 workdays per calendar year on which work cannot be performed due to excessive rainfall;
- c. other extreme conditions: 2 workdays per calendar year on which work cannot be performed due to extreme natural weather conditions other than those caused by frost, sleet, snowfall or excessive rainfall.

Article 4 Reporting extreme natural weather conditions

1. On each day on which the agreed work cannot be performed due to extreme natural weather conditions, the employer shall notify the UWV and report for each employee the number of working hours, the work location, and for which portion of the day work cannot be performed, as well as the employee's job function and the reason work cannot be performed.
2. The employer must notify the UWV, as referred to in paragraph 1, on the day for which the report obtains. The notification applies to the entire day. If the notification pertains to conditions referred to in Article 3(a) or (c), notification must be received by the UWV before 10:00 am.
3. The employer should use the set form made available by the UWV for the notification, referred to in paragraph 1.

Article 5 Exemption due to exemption from the prohibition on reduced working hours

The employer is exempt from the wage payment obligation if the agreed work cannot be performed due to extreme conditions other than extreme natural weather conditions, to the extent that exemption is granted as referred to in Article 8, paragraph 3 of the Extraordinary Labour Relations Decree 1945.

Article 6 Exemption inapplicable or lapses

1. An exemption based on Article 2 or Article 5 does not apply or lapses retroactively until the pertinent conditions commence if:
 - a. the UWV has observed that an employee is present at a location where the employee usually works after 10:00 am, or at any other location where the employer is conducting work at a time at which the employee, according to the notification referred to in Article 4 or an exemption as referred to in Article 5, had not been expected to be working;
 - b. the UWV has observed that an employee has performed work for the employer at a time when the employee, according to the notification referred to in Article 4 or an exemption as referred to in Article 5, had not been expected to be working;
 - c. a person, for whom the reasonable suspicion exists that he/she is an employee as referred to under (a) or (b), has refused to present identification at an inspection carried out by the UWV;
 - d. the UWV has ascertained that the number of employees or working hours reported by the employer does not tally with the actual number of employees or working hours he/she has available;
 - e. the employer has not cooperated with the UWV in the framework of the UWV's monitoring of compliance with the regulations of this scheme;
 - f. the employer has no record keeping from which the UWV can determine the number of employees available to the employer and the number of hours not worked by each employee due to conditions referred to in Article 2 or 5.
2. If exemption is inapplicable or lapses based on paragraph 1(a) through (f), no exemption from the wage payment obligation shall apply to any employee who is employed by the relevant employer for those days on which the agreed work cannot be performed due to extreme natural weather conditions for a year following from the day on which the pertinent exemption lapsed, and these days shall not count as part of the waiting period.

Article 7 Amendments to another scheme

In Article X of the Regulations of the Minister of Social Affairs and Employment of 22 June 2015, no 2015-0000103205, amending a number of ministerial regulations connected with inter alia the implementation of the Work and Security Act (Government Gazette 2015, 17649), in the opening words, 'Article I, under Ca' is replaced by 'Article III'.

Article 8 Transition article

1. In derogation from Article 2, paragraph 1(b), in the period from 1 January 2020 through 1 November 2020, instead of the condition given in that subsection, the applicable condition for exemption from the wage payment obligation is that a collective labour agreement or scheme set up by or on behalf of the authorised representative bodies has instituted a scheme governing under which pre-conditions due to extreme weather conditions the agreed work cannot be performed.
2. In derogation from Article 4, paragraph 1, the notification referred to in that paragraph, if reported before 1 November 2020, shall not contain the personal details of employees who cannot perform work due to extreme natural weather conditions.
3. Days on which work cannot be performed due to frost, sleet or snowfall falling in the period from 1 November 2019 through 31 December 2019 do not count as part of the waiting period for the period referred to in Article 3(a).

Article 9 Entry into effect

This scheme enters into effect on 1 January 2020.

Article 10 Reference title

This scheme should be cited as: Regulations for Weather Conditions Preventing Work (Regeling onwerkbaar weer).

CLA FOR THE BUILDING TRADE INDUSTRY-WIDE SCHEME (BTER)

2022 – 2026

CLA FOR THE BUILDING TRADE INDUSTRY-WIDE SCHEME (BTER) 2022-2026

CHAPTER 1 DEFINITIONS, SCOPE AND AGREEMENT

Article 1 Definitions

1. CLA: the national collective employment agreement industry-wide scheme, with the accompanying provisions.
2. CLA for the Building Trade: the national collective employment agreement for the building trade, in effect from 1 January 2022 through 31 December 2023.
3. Employer: the employer who performs work or has work performed as referred to in Articles 2 and 3, as well as:
 - a. housing cooperatives and other associations holding legal entities;
 - b. foundations;
 - c. natural persons or legal entities who perform building work under their own management or supervise repair/renovation or maintenance work;
 - d. temporary employment agencies who perform or have it performed, as described in Article 2, all to the extent that the persons or institutions referred to at a), b), c) and d) additionally supervise the performance of work as referred to in Article 2 of this collective employment agreement and do not fall within the scope of another wage scheme or collective labour agreement.
3. Employee: the person who works for an enterprise or the department of an enterprise that falls within the scope of this CLA as described in Article 2:
 - a. on the basis of an employment contract;
 - b. on the basis of a contract for contracting work, unless the person is self-employed.

For the purposes of this agreement, the following are not considered employees: apprentices; holiday workers; director. Holiday workers is understood to mean workers who as a rule are enrolled in day-time educational programmes and who work for a maximum of 6 weeks for the employer in the period from May through August.
5. Trust office: APG, the trust office that administers the industry-wide scheme for the building trade sector.
6. Building trade employee: the employee who performs work as described in Articles 38 of the CLA for the Building Trade.
7. OTA worker (Operational, Technical and Administrative personnel): an employee who performs operational, preparational, administrative, commercial or support services, as described in Article 39 of the CLA.

Article 2 Scope

1. The provisions of this CLA apply to all employers who perform work or have it performed within enterprises in the areas of the plastering-finishing trade, ceiling and wall trade, flooring trade, terrazzo trade, blocklaying trade and stonemasonry trade (also referred to as: plasterers, finishing and terrazzo/flooring and stonemasonry trade) and to all employees who work for enterprises who are active in the aforesaid areas.
2. Plastering-finishing trade is understood to mean performing or having work performed for third parties such as:
 - a. hand application or mechanical spray plastering of interior walls, ceilings or building facades using, for example, the following materials: lime, sand, cement, natural and chemical plaster, natural and chemical spray grade plaster, and all other types of binding agents;
 - b. hand application or mechanical spray plastering of walls, ceilings and facades with a mixture containing, for example, the following materials: lime, gypsum, binding agents based on synthetic resins; cement; chalk; marble aggregate; quartz aggregate; cellulose; synthetic resins; crushed stone and similar aggregates;
 - c. manual or mechanical finishing of walls, ceilings and facades using, for example, the following materials: fine sand; lime; plaster; cement; binders based on synthetic resins; chalk; marble aggregate, quartz aggregate; cellulose; synthetic resins; crushed stone and similar aggregates;
 - d. manual or mechanical installation or application of all types of plasterboard; Stucanet; thatched reed or mats; mesh; rib lath; profiles; wood wool cement boards; synthetic foamboard; minerals and similar materials which may form the substructure for further finishing;
 - e. manual or mechanical application to ceilings, walls, floors or facades of a mixture of, for example, the following materials: limes; natural or chemical plaster; natural or chemical spray plaster; sand and/or other aggregates; mined, crushed and/or ground stone dust; stone or quartz aggregate or similar materials mixed with cement, lime, gypsum or other binders; marble aggregate and/or similar aggregates with binding agents;
 - f. manual or mechanical application to facades of, for example, the following materials: synthetic foamboard; mineral or mineral bonded board; adhesives; reinforcement fabric and profiles; sand; cement; binding agents;
 - g. manual or mechanical treatment or repair of concrete surfaces (whether or not with reinforcement) with mortar consisting of cement and other binding agents and sand or other aggregates, also including one or more components of synthetic mortar for repairs (whether or not in a mixture with other materials);
 - h. manually or mechanically constructing or installing ornaments, framing or such decorations made of, for example: gypsum; sand; cement; lime; plastic or similar materials;
 - i. manual or mechanical application of whitewash, paint, silicate paint, and similar types of work;
 - j. manual or mechanical texturing or repair of undercoats with, for example, the following materials: cement; gypsum or other binding agents; sand or other aggregates, with or without the addition of other substances;
 - k. for each of the materials listed in a) through j) above should be read: or any other material that can be applied even if it involves a different method of application;

- l. installing floors from cement or other binding agents and sand or other aggregates, with or without the addition of other substances, to the extent that this is done as part of the work carried out as described in a) through k) above;
- m. the installation of: ceramic and/or glass and/or stone and/or plastic tiles; mineral bonded and/or synthetic bonded products, to the extent that this is done as part of the work carried out in the applications described in a) through k) above;
- n. performing maintenance and repair work of a non-constructive structural nature that arises directly from, or at least must be considered for practical reasons as closely connected to, the work carried out in the applications described in a) through k) above, if the maintenance and repair work of a non-constructive nature form a secondary component in the total commercial operations of a specific enterprise;
- o. performing work, whether or not systematically, with thatched reed or reed mats, or wood wool, gypsum, plaster board, rock wool, plastic foamboard, or other similar types of board as the substrate for (spray) plaster application or finishing work;
- p. installing mesh, rib lath, plastic mesh or similar supports to a surface as the substrate for (spray) plaster application or finishing work;
- q. applying undercoats to walls, interior walls and facades;
- r. applying tin to walls, interior walls and facades;
- s. executing the sgraffito technique;
- t. executing frescos;
- u. applying and/or working with stucco marble;
- v. applying and/or working with decorative plaster;
- x. Plastering-finishing trade is also understood to mean – insofar as the specified work is not performed as part of practicing the painting and wallpapering trade within the meaning applicable from 1 January 1966 – applying architectural enamel or other materials for finishing plaster coats, regardless of the method used.
- 3. Ceiling and wall trade is understood to mean performing or having work performed for third parties, manually and mechanically, as well as in other way, applying or installing or mounting material – for the crafting of – suspended ceilings (whether or not free hanging), partition walls, mobile partition walls and or (raised) system floors, which incorporate metal and/or mineral products, plastics or any other materials, including all other work required, such as, among other things, installing framing or fastening elements, installing profiles/strips and installing fittings.
- 4. Flooring trade is understood to mean performing or having work performed for third parties such as:
 - a. making or processing or finishing floors by mixing gravel, crushed stone or sand or mixtures thereof, with or without other aggregates and/or fibres with cement or other binding agents and/or additional substances;
 - b. trowelling and polishing to a smooth monolithic finish;
 - c. making or adapting floors by mixing pellets, powder or fibrous fillers, whether of an organic or inorganic nature, with binding agents or components which together form binding agents;
 - d. while working mixing and applying a paste or liquid material, or adapting synthetic floors, wear-resistant layers, protective layers or other finishing layers, whether or not seamless;
 - e. preparing, adapting or finishing non-structural cement bonded or synthetic floors by means of trowelling, milling, polishing, sanding and/or other similar types of work, including all other work required, such as installation of insulating materials.
- 5. Terrazzo trade is understood to mean performing or having work performed for third parties such as:
 - a. producing synthetic granite, terrazzo, decorative concrete and other similar types by mixing sand, pebbles, crushed stone (fine or coarsely milled), whether or not exclusively with cement or with other products received as binding agents;
 - b. producing and/or finishing terrazzo products and floors for the purpose of giving the surface the intended texture, composition or properties of use by means of sealing, honing, sanding, creating a Bouchard finish, polishing and/or similar types of work.
- 6. Blocklaying trade is understood to mean performing or having work performed for third parties such as manual or mechanical placement or installation of: concrete blocks, gypsum blocks, sand-lime blocks or elements, and other types of masonry units.
- 7. Stonemasonry trade is understood to mean performing or having work performed for third parties consisting of adapting or processing natural stone or placing stone blocks, slabs (regardless of their size), semi-finished products, finished products or tiles. This CLA also applies to companies that supply these items, or have them supplied, and install them at building sites and cemeteries. 'Adapting natural stone' also includes crystallising, polishing, sanding and grinding natural stone, the maintenance, repair and restoration of natural stone, installing, cleaning and restoring inscriptions, as well as the maintenance of gravestones. Synthetic stone is considered equivalent to natural stone.

Article 3 Temporary placement agencies (scope)

- 1. The CLA also applies to temporary placement agencies operated for the account of employers as referred to in Article 1, paragraph 3, unless the temporary placement agency satisfies the following cumulative requirements:
 - a. The commercial activities of the temporary placement agency exist exclusively for making workers available as referred to in Book 7, Article 690 of the DCC, *and*
 - b. the employer's workers (temporary workers) are involved in performing work in another branch of the company other than that defined in the scope of the relevant CLA for at least 25% of their wages, or at least for the quantitative criterion applicable in the other CLA (e.g. working hours), *and*

- c. at least 15% of the employer's total wages annually liable to premiums work on a temporary basis under temporary employment contracts, with an agency clause within the meaning of Book 7, Article 691(2) of the DCC, as further defined in Annex 1 accompanying Article 5.1 of the Regulations of the Minister of Social Affairs and Employment (SZW) and the State Secretary for Finance, dated 2 December 2005, Social Insurance Department, No SV/F&W/05/96420, implementing the Social Insurance (Funding) Act (WFSV Regulations), published in the Government Gazette, no 242 of 13 December 2005. Upon this decree entering into effect, temporary placement agencies satisfy this criterion if and insofar as this has been determined by the implementation agency, *and*
 - d. the temporary placement agency does not form part of a firm that is directly or bound by an extension of rules to the other CLA concerned, *and*
 - e. the temporary agency is not a jointly contracted work pool.
2. (Cancelled)

Article 4 Subcontractors

Outsourcing of work to other employers is only allowed if such employers submit all the premiums for the so-called 'industry-wide scheme' to the funds indicated as such by this CLA. This obligation does not apply to employees working under other CLAs.

Article 5 Compliance and scope investigations

1. The employer is obliged to comply with the provisions of this CLA.
2. The parties to the CLA for the Building Trade shall carry out investigations, on their own initiative or based on reports, into the applicability of this CLA to enterprises (scope investigations), and into compliance with this CLA. The Committee for Compliance and Scope in the Building Trade is charged by the parties to this CLA with monitoring the compliance investigations and has decision-making powers on behalf of the parties to take decisions about compliance investigations of employers with this CLA (compliance investigations). Reporting be made to the Helpdesk Fair Building Trades (www.mijnafbouw.nl/naleving-cao).
3. Employers shall cooperate at all times in investigations into whether they have complied with the provisions of this CLA.
4. If the CLA has not been complied with by the employer, an action for compensation for damages may be brought to cover the costs of the investigation, legal actions pursued, and image damage suffered.
5. The Committee for Compliance and Scope in the Building Trade is charged by the parties to this CLA with monitoring the compliance investigations and has decision-making powers on behalf of the parties to take decisions about compliance investigations.
6. The Regulations for Compliance and Scope Investigations (Annex 5) apply to compliance investigations.

Article 6 Duration of the agreement

This CLA is applicable from 1 January 2022 through 31 December 2026.

Article 7 Termination of the agreement

If the agreement has not been terminated by one of the parties within no less than three months of the termination date, it shall be tacitly extended for a period of one year.

Article 8 Renewing the agreement

Proposals regarding entering into a new collective labour agreement shall be communicated to each of the participating organisations. The parties are obliged to enter into negotiations on the proposals submitted as quickly as possible.

Article 9 Dispensations

1. A request for dispensation may only be awarded if:
 - the criteria listed in the CLA provision for which dispensation is being requested are satisfied; or
 - the employer can demonstrate that circumstances of such a serious nature have arisen that it cannot be reasonably expected that the CLA or parts of the CLA should apply to him/her.
2. A request for dispensation must be backed up with clear reasoning stating the provisions for which dispensation is being requested.
3. A request for dispensation should be submitted to the secretary of the parties to the CLA for the Building Trade, Mauritskade 27, 2514 HD, The Hague, (info@tbafbouw.nl). The secretary shall send the submitter a confirmation of receipt within one week of receiving the request, stating the dispensation procedures.
4. The parties to the CLA may ask the applicant who submitted a written request for dispensation for further information, decide to hold a hearing, or engage experts.
5. The parties to the CLA shall decide within three months regarding the request for exemption, issued in the form of a written decision backed up with supporting arguments. The term for a decision may be extended by one month if the applicant has been asked in writing for further information or if a hearing is planned.

CHAPTER 2

SOCIAL FUNDS AND SCHEMES

Article 10

1. The provisions of:
 - the Articles of the Financing Scheme of the Education and Development Foundation for the Building Trade (O&O) (Annexes 1 and 2);
 - Physiotherapy scheme (Article 23);
 - Accident provision scheme (Article 24);
 as well as further implementation requirements of an organisational and administrative nature that are issued by the board of the said foundation in the framework of the objectives contained in its articles and regulations, which bind employer and employee and form an integral part of this CLA.
2. The amount of the premiums shall be determined annually – following consultation with the parties to the CLA – by the boards of the relevant funds. For the funds and schemes below, the following premiums have been set as of 1 January 2022:

Scheme	Basis	Employer's portion	Employee's portion
O&O for the Building Trade employee premium This premium does not apply to the Stonemasonry as referred to in Article 2, paragraph 7.	gross income for soc. insurance contributions	1.6 %	
O&O for the Building Trade employee premium This premium only applies to Stonemasonry as referred to in Article 2, paragraph 7.	gross income for soc. insurance contributions	1,73%	
Physiotherapy premium per employee Accident provision premium per employee	soc. ins. income day soc. ins. income day	€ 0.12 € 0.13	
<p>The hourly wage used to calculate all schemes based on hourly wages is determined by multiplying the guaranteed hourly wage by (as applicable) diploma bonus, foreman's bonus, performance bonus and tariff wages.</p> <p>Guaranteed wage is understood to mean the wage the employee is entitled to under Articles 36, 36A or 41 of the CLA for the Building Trade.</p>			

CHAPTER 3

SUPPLEMENTARY SCHEME AND BONUS

Article 11 Supplementary pension accrual for unemployment

1. An unemployed employee, as referred to in paragraph 9, who worked for 420 days in an employment relation governed by the CLA in the three years prior to becoming unemployed, and who, when becoming unemployed, would have been entitled to payment of the pension premium by his/her employer, is entitled, upon becoming eligible for unemployment benefits (WW), or in the case of sickness on the first day of unemployment upon becoming eligible for sickness benefits (ZW) instead of unemployment benefits (WW), is entitled, upon request, to financing from the fund to continue accruing pension for a maximum of six months.
2. The continuation of pension accrual referred to in paragraph 1 must be requested from the trust office within 9 months of the start of unemployment benefits.
3. A partially unemployed employee is entitled, upon request, to financing from the fund to continue accruing pension for each hour that he/she receives part-time unemployment benefits for a maximum of six months.
4. The entitlement referred to in paragraph 1 only becomes applicable again to an employee for a maximum period of 130 days if, after the continuation referred to in paragraph 1 stops because the employee's benefits have terminated, he/she has again worked 100 days in the sector.
5. If the benefits are re-started, the employee is entitled to continuation for a maximum of 130 days, less the number of days that the employee was entitled to continuation in the former periods over which the re-started benefits were disbursed.
6. An unemployed employee, as referred to in paragraph 9, who worked for 420 days in an employment relation governed by the CLA prior to becoming unemployed, and who, had he/she not become unemployed, would have been entitled to payment of the pension premium by his/her employer and who is designated for sickness benefits, is entitled, after the first six months have elapsed, to continuation on the basis of paragraph 1, and if coming under the Labour Incapacity Act (WIA) follows, is also entitled to continuation of pension accrual for the period between the first six months of paragraph 1 and first coming under the WIA.
7. The continuation of pension accrual referred to in paragraph 6 must be requested from the trust office within 3 months of the start of WIA.
8. Continued pension accrual can only proceed under 'bpfBOUW' pension fund.
9. An unemployed employee is understood to mean an employee who received benefits from the administration agency on the first day of unemployment, as referred to in Section II of the Unemployment Insurance Act, or alternatively received benefits on the first day of unemployment under the Sickness Benefits Act, or did not receive benefits for the first two days of work disability exclusively on the grounds of the provisions of Article 29, paragraph 2(b) or (c) of the Sickness Benefits Act.

Article 12 End-of-year bonus

1. The employee who receives WAO/WIA benefits on 1 November of the calendar year in which the end-of-year bonus shall be made payable, is entitled to an end-of-year bonus, unless he/she has been declared less than 35% disabled for work under the WAO/WIA.
2. The amounts of the end-of-year bonuses for WAO/WIA are as follows:
 - € 729 gross for work disability of 80%;
 - € 579 gross for work disability of 65 to 80%;
 - € 466 gross for work disability of 55 to 65%;
 - € 370 gross for work disability of 45 to 55%;
 - € 295 gross for work disability of 35 to 45%.
3. Employees who come under WAO/WIA from 1 January 2016 are not entitled to an end-of-year bonus.
4. The amount of the end-of-year bonus is determined by the category of work disability in which the employee has been placed as of 1 November of the calendar year to which the end-of-year bonus applies.
5. The end-of-year bonus is payable in the month of December.
6. An application for the end-of-year bonus may be made up to and including 31 March of the following year, with due observation of paragraph 4.
7. This Article does not apply to the stonemasonry trade.

Article 13 End-of-year bonus for the stonemasonry trade

1. The employee who last worked in the stonemasonry trade and on 1 November of the year is entitled to WAO benefits (hence not benefits on the grounds of the WIA) shall receive a WAO end-of-year bonus in the month of December.
2. The amounts of the end-of-year bonuses for WAO are as follows:
 - € 1184 gross for work disability of 80% or more;
 - € 914 gross for work disability of 65 to 80%;
 - € 730 gross for work disability of 55 to 65%;
 - € 594 gross for work disability of 45 to 55%;
 - € 489 gross for work disability of 35 to 40%.
3. Employees who come under WAO from 31 December 2015 are not entitled to an end-of-year bonus.
4. Persons for whom WAO benefits are revived after 1 January 2017 are not entitled to an end-of-year bonus.
5. The amount of the end-of-year bonus is determined by the category of work disability in which the employee has been placed as of 1 November of the calendar year to which the end-of-year bonus applies.

6. The end-of-year bonus is payable in the month of December.
7. An application for the end-of-year bonus may be made up to and including 31 March of the following year, with due observation of paragraph 5.
8. This Article applies exclusively to the stonemasonry trade.

Article 14 Pension

1. The employees are entitled to a pension benefit from the Stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid. The scope of and the conditions for the pension rights, the amount of the premium, as well as all other provisions of the pension, are contained in the 'pensioenreglement', which bind employers and employees in the same way as the provisions of this agreement.
2. As soon as the integrated premium exceeds 26.7%, the increase is shared 50-50 between employers and employees.

CHAPTER 4

SUSTAINABLE EMPLOYABILITY

Article 15 Mijn Loopbaan (My Career)

1. Mijn Loopbaan is responsible for implementing the career policy for the sector.
2. After the employee and/or employer has signed up with Mijn Loopbaan, an in-take interview will take place which will determine whether the employee is eligible for a pathway as stated in paragraph 3.
3. The following pathways are implemented in Mijn Loopbaan:
 - a. Ambition: advice and supervision for employees who have chosen the goal of finding a different job within or outside the company where they work, but within the building trade sector.
 - b. Prevention: advice and supervision for employees who are threatened with work disability in their current job function and therefore are looking for different work.
 - c. Promoting sustainable employability: advice and supervision for employees age 55 and above who cannot maintain good health while working in their current job function until pensionable age. In individual cases, it is possible to deviate from the age limit of 55 by obtaining a decision from the parties to the CLA.
 - d. Long-term sickness: implementing first and/or second track re-integration pathways for employees who have a long-term illness.
4. The social partners shall make a budget available each year to finance Mijn Loopbaan and the pathways. Participation in a pathway is possible, budget permitting.
5. The Sustainable Employability Scheme (Annex 4) apply to the said pathways.

Article 16 80/90/100 Scheme

1. If the recommendations of My Career and/or PAGO and/or re-integration for an employee from the age of 57 indicate that reduction of the hours of work in the current job function from 100% to 80% is the best option to keep the employee sustainably employed, the employee shall be eligible for exemption from performing work on one day per week. In that case, the 80/90/100 Scheme applies: the employee works for 80% of the working week, the employer pays 90% of the wage agreed before hours of work were shortened, and pension accrual remains based on 100%. For part-timers, the scheme is applied pro rata. In individual cases it is possible to deviate from the age limit of 57 by obtaining a decision from the parties to the CLA.
- 1a An employee aged 61.5 or older can participate in the 80/90/100 scheme. Entry is possible from 1 January 2022. The following conditions apply:
 - the age limit of 61.5 years (reference date 1 January 2022) will increase along with the increase in the state pension age;
 - the employee has worked at least 10 of the last 15 years under the Collective Labor Agreement for Finishing and/or the former Collective Labor Agreement for natural stone; and
 - the employee hands in his scheduled days off.
2. The general wage increases of the CLA for the building trade industry apply to paragraphs 1 and 1a.
3. The employer may submit a declaration for the extra leave hours to the O&O fund (www.mijnafbouw.nl/Mijn-cao-aanvragen).
4. When submitting a declaration as referred to in paragraph 3, the employer cannot also submit a declaration for the building site employee to the O&O fund, as referred to in the Articles 21 and 22.
5. The Regulation for Sustainable Employability (Annex 4) applies to the 80/90/100 Scheme.
6. An employee who has been employed by (an) employer(s) as referred to in Article 1 paragraph 3 for less than 5 consecutive years immediately prior to the application cannot make use of the scheme. In individual cases this can be deviated from. To this end, a written and motivated request must be submitted to the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbaafbouw.nl).

Article 17 Vlandis Foundation

1. Employees and employers are entitled to information from Vlandis in the areas of safety, health and sustainable employability in the sector.
2. Employees are entitled to the preventive healthcare package set up by Vlandis for individuals. This package is exclusively implemented by certified health and safety services who have a collaboration agreement with Vlandis and who therefore meet the quality requirements set by Vlandis. See Annex 5 to this CLA for the contents of the preventive healthcare packet for individuals.

Article 18

1. Building trade employee as referred to in Article 1 paragraph 6 of this collective labor agreement has the right to stop working a maximum of 3 years before his state pension age if the conditions stated in the scheme for physical intensive professions (Annex 6) are met.
2. The scheme does not apply to the OTA worker as referred to in Article 1, paragraph 7 of this CLA.
3. Entry into the scheme is possible from 1 January 2021 up to and including 31 December 2025.

CHAPTER 5

DECLARATION SCHEMES

Article 19 Four-day working week for stonemasonry employees age 59 and above (thru 5-7-2016)

1. The employee age 59 and above is entitled to a four-day working week, to be taken within the usual work schedule of the enterprise and in consultation between employer and employee.
2. In order to realise the four-day working week, the employee's leave days and scheduled days off shall be used. There have to be at least 15 days remaining for continuous leave/holiday and consideration must be given to the mandatory scheduled days off, as stipulated in the CLA for the Building Trade. The required supplementary leave days shall be paid by the employer.
3. This provision covers a maximum of 22 days based on a calendar year.
4. The employer shall receive compensation retroactively from the O&O fund for the wage costs for each calendar year in the amount of 11 times the wage amount for one day (plus compensation for the employer's payroll deductions).
5. The employer must send in a signed statement within 6 months of the end of each annual 6-month period which shows that the employee has participated in the four-day working week for age 59 and above. This statement must be signed by the employee and must be submitted to the O&O fund funds (www.mijnafbouw.nl/Mijn-cao-aanvragen) before the fund will proceed to payment.
6. This provision ended as of 5 July 2016. The employee who made continuous use of this provision on that date and thereafter shall retain this entitlement.
7. This Article applies exclusively to the stonemasonry trade, as referred to in Article 2, paragraph 7.

Article 20 Declaration policy for leave

Employers may submit declarations for the amount of the fixed agreed wages paid to the employee for bereavement leave, palliative care leave and healthcare leave to the O&O fund (www.mijnafbouw.nl/Mijn-cao-aanvragen), under the conditions given in the Leave Declaration Policy (Annex 7).

Article 21 Transitional scheme providing extra leave days for older employees (excluding the stonemasonry trade)

1. The employee who was age 55 or above on 31 December 2015 and has worked under this CLA without interruption is entitled to 12 extra leave days.
2. The employee who was age 57 or above on 31 December 2015 and has worked under this CLA without interruption is entitled to 15 extra leave days.
3. The extra leave days must be taken in the calendar year in which they have been accrued.
4. The employer shall pay 90% of the agreed wages for these extra leave days. The employee's pension accrual will remain based on 100% of the agreed wages.
5. The O&O fund for the building trade shall reimburse the employer for the wage costs of the extra leave days taken by building site employees. The employer must send the declaration for wage costs incurred for the extra leave days in any calendar year within 6 months of the end of that calendar year to the trust office (www.mijnafbouw.nl/Mijn-cao-aanvragen) using the requisite form. After this period declarations will not be reimbursed.
6. This Article does not apply to the stonemasonry trade, as referred to in Article 2, paragraph 7.

Article 22 Transitional scheme providing extra leave days for older employees in the stonemasonry trade (from 1-1-2017)

1. The employee who was age 53 or above on 31 December 2016 and has worked under this CLA without interruption is entitled to 1 extra leave day.
2. The employee who was age 54 or above on 31 December 2016 and has worked under this CLA without interruption is entitled to 2 extra leave days.
3. The employee who was age 55 or above on 31 December 2016 and has worked under this CLA without interruption is entitled to 13 extra leave days.
4. The extra leave days must be taken in the calendar year in which they have been accrued.
5. The employer shall pay 90% of the agreed wages for these extra leave days. The employee's pension accrual will remain based on 100% of the agreed wages.
6. The O&O fund for the building trade shall reimburse the employer for the wage costs of the extra leave days taken. The employer must send the declaration for wage costs incurred for the extra leave days in any calendar year to the trust office (www.mijnafbouw.nl/Mijn-cao-aanvragen) within 6 months of the end of that calendar year using the requisite form. After this period declarations will not be reimbursed.
7. This Article applies exclusively to the stonemasonry trade, as referred to in Article 2, paragraph 7.

CHAPTER 6

PHYSIOTHERAPY SCHEME AND ACCIDENT INSURANCE PROVISION

Article 23 Physiotherapy scheme

1. Employees are entitled to complete compensation for the costs of physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy, to the extent that these are not covered by the employer's basic insurance and/or supplementary insurance.
2. The employer shall pay the premium for collective insurance covering physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy. The collection of premiums is assigned to the trust office.
3. The amount of the premium referred to in paragraph 2 shall be determined annually by the parties to the CLA.
4. The terms and conditions for this scheme are set down in the Physiotherapy Regulations (ANNEX 8).
5. An employer may receive dispensation, as referred to in Article 9, from the obligation imposed in paragraph 2 if he/she can demonstrate that the employees have taken out insurance in which the insured amounts are at least equivalent to, and the general and special conditions not less advantageous than, the insurance referred to in paragraph 1.
6. If an employer has received the dispensation referred to in paragraph 5, he/she does not owe the premium referred to in paragraph 2.

Article 24 Accident insurance provision

1. The employer is obliged to take out insurance coverage for all employees that guarantees benefits in case of permanent bodily injury or death resulting from an accident suffered by the employee while performing employment duties or otherwise.
2. The insurance referred to in paragraph 1 must cover entitlement for the employee to benefits amounting to € 20,5000 in the case of death or € 41,840 for permanent total disability. If more than one person is involved in one incident, the pay-out amount shall never exceed € 3,402,352. If the total of the compensation for damages in such a case exceeds € 3,402,352, then all benefits shall be proportionally decreased.
3. In order to satisfy the obligation referred to in paragraph 1, the employer must participate in the collective insurance taken out by or on behalf of the employer organisations. Collection of premiums is assigned to the trust office.
4. The amount of the premium referred to in paragraph 3 shall be determined annually by the parties to the CLA.
5. An employer may receive dispensation, as referred to in Article 9, from the obligation imposed in paragraph 3 if he/she can demonstrate that the employees have taken out insurance in which the insured amounts are at least equivalent to, and the general and special conditions not less advantageous than, the insurance referred to in paragraph 1. Authority to grant such dispensation rests with the parties to the CLA for the Building Trade.
6. If an employer has received the dispensation referred to in paragraph 5, he/she does not owe the premium referred to in paragraph 3.
7. The terms and conditions for this scheme are set down in the General Terms and Conditions for Accident Insurance (Annex 9).

ANNEX 1

Regulations for Compliance and Scope Investigations

Article 1 Definitions

In this scheme, the following words have the following meanings:

- a. CLA: the CLA for the Building Trade, also including the CLA for the Building Trade Industry-wide Scheme.
- b. *Compulsory obligation*: the obligation to participate in the Sector Pension Fund for the Building Trade (*Bedrijfstakpensioenfonds voor de Bouwnijverheid*) of the Minister of the Social Affairs and Employment.
- c. Parties: the employers and employees organisation who are parties to the CLA.
- d. Scope investigation: an investigation of the question of whether the company conducts or will conduct work that falls under the scope of the CLA *and the compulsory obligation*.
- e. Compliance investigation: investigation of the question of whether the employer is complying with the provisions of the CLA.
- f. Employer: the employer referred to in the CLA *and the compulsory obligation*.
- g. Employee: the employee referred to in the CLA *and the compulsory obligation*.
- h. Committee: the Compliance and Scope Committee for the Building Trade.
- i. Technical Agency for the Building Trade (TABT): the Technical Agency for the Building Trade (Technisch Bureau Afbouw) foundation, with its registered office in The Hague.

Article 2 Compliance and Scope Committee for the Building Trade

1. The parties shall appoint the Compliance and Scope Committee for the Building Trade, tasked with the responsibility of supervising scope assessments and compliance assessments.
2. The committee is authorised by the parties to take decisions regarding scope assessments and compliance assessments.
3. The committee shall be made up of 3 representatives from the employers' side and 3 representatives from the employees' side of the parties.
4. On the employers' side, the 3 representatives shall be appointed by the Dutch Business Association for Companies in the Building Trade (Nederlandse Ondernemersvereniging voor Afbouwbedrijven, NOA).
5. On the employees' side, 2 representatives shall be appointed by the FNV and 1 by CNV Vakmensen.
6. The committee is responsible for appointing its own chairperson and vice chairperson from its members.
7. The committee shall be supported by one or more co-workers of TABT, and assisted – where applicable – by a co-worker from the external investigating agency.
8. The secretariat shall be provided by the TABT.
9. Decision making shall be by simple majority. Employers and employees may each cast one vote. The majority of votes within the delegation shall decide. The co-workers from TABT and the external investigating agency do not hold voting rights.
10. For decisions to be taken, at least one member from the employers' side and one member from the employees' side must be present.
11. If at a committee meeting there are more members for employers present than members for employees – or vice versa – then the members of the group with the most members present shall together cast as many votes as those in the other group of members.
12. If the committee is not able to take a decision after a case has been discussed twice, the case shall be submitted to the parties.

Article 3 Reporting

1. A report of potential non-application of or non-compliance with the CLA may be effectuated by:
 - a. each of the parties;
 - b. every enterprise, for its own or another enterprise;
 - c. every employee working for an employer;
 - d. any third party.
2. Reporting shall be made to the Fair Building Helpdesk (Loket Eerlijke Afbouw, www.mijnafbouw.nl/Naleving-cao).
3. The report shall contain, at a minimum:
 - a. the name and address of the enterprise about which a report is being filed;
 - b. for scope investigations: a precise description of the commercial activities accompanied by the supporting arguments reasonably demonstrating that the CLA *and/or the compulsory obligation* is deemed applicable;
 - c. for compliance investigations: the arguments demonstrating non-compliance with the CLA;
 - d. the date.
4. The person making the report must provide, upon request, (additional) information and documentation, reasonably accessible to that person, as needed to assess the report.
5. If or as soon as reporting has been completed, the report shall be processed.
6. A 'report' is also understood to mean evidence that follows from data file searches as performed by the TABT.

Article 4 Investigation

1. The TABT shall commission a scope investigation or a compliance investigation on behalf of the parties. *The scope investigation shall also be conducted on behalf of the Sector Pension Fund for the Building Trade foundation (stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid).*

2. The TABT shall exercise its investigatory work with the proper duty of care that regulating agencies are required to observe in similar situations.
3. The first stage of the investigation consists of research from the office. If the information available office research is insufficient to make a decision, an investigation will be conducted on site.
4. All those involved in the investigation are obliged to ensure the confidentiality of everything they come to know in the capacity of their involvement.
5. Enterprises must at all time cooperate in the investigation.
6. If the enterprise refuses to cooperate or provides incomplete or inaccurate information during a scope investigation, this creates grounds for suspicion of applicability of the CLA *and the compulsory obligation*.
7. For a compliance investigation, grounds for suspicion of violation of the CLA in any case or among other things arise if:
 - a. the TABT becomes informed of signals in the industry that employers are violating the provisions of the CLA and these signals can be supported by facts;
 - b. the designated enterprise refuses to cooperate;
 - c. the designated enterprise provides incomplete or incorrect information;
 - d. the TABT identifies one or more violations based on the documentation provided.

Article 5 On-site audit

1. An on-site audit may be carried out by an external investigation agency appointed for that purpose.
2. A financial audit may form part of this investigation.
3. The enterprise will be informed in writing if there will be an audit. The enterprise shall receive notification and an indication of the date and location of the audit no less than two weeks before the audit will take place.
4. If the enterprise does not agree to the on-site audit, a written audit can be commissioned.
5. If a written audit is commissioned, the enterprise shall receive notification of which data in particular are reasonably required for the assessment. The enterprise must submit these data to the external investigation agency within three weeks.

Article 6 Decision

1. The TABT shall present the results of the investigation, including a recommendation, to the committee, which shall take a substantiated decision.
2. The TABT shall inform the enterprise, to which the decision pertains, in writing of the committee's decision, whereby reference shall be made to the further course of the procedure and to the possibility of submitting an appeal against the judgment to the parties.
3. If the decision taken on a compliance investigation is that the employer has not been complying with the CLA, the employer shall be given an opportunity to repair the observed omissions within six weeks, in default whereof an action for damages, as referred to in Article 9, may be brought.

Article 7 Remedy with retroactive effect

1. The committee shall decide on a case-by-case basis whether the omission in compliance must be remedied with retroactive effect.
2. If the committee is unable to come to a unanimous decision regarding a decision to remedy with retroactive effect, the parties shall take this decision.
3. The employer must send a written notification of a decision to remedy with retroactive effect to the employees concerned, including how the calculation was made.

Article 8 Remedy by the employer

1. The employer must remedy the observed omissions within six weeks of receiving the decision referred to in Article 6.
2. If more time is needed to remedy the omissions, the employer may submit a written request to extend that term, backed up with reasoning, and send it to the committee (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl). The committee must have received the request before the said term has expired. The committee shall decide on the request within one working week.
3. The committee may decide to carry out an on-site inspection as referred to in Article 5 to determine whether the employer has recovered. The costs of this re-inspection will be borne by the employer if it appears that the repair has not been completed or has not been fully completed or that no cooperation has been given to the re-inspection.

Article 9 Action for damages for non-compliance with the CLA

1. The parties to the CLA may decide to bring an action for damages, as referred to in Article 15 of the Collective Agreements Act and Article 3 of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act.
2. The possibility of bringing a claim for compensation for damages, as referred to in paragraph 1, is without prejudice to the employee's right to bring (legal) claims against the employer for compliance with the provisions of this CLA or the law.
3. The parties can authorise the TABT to collect compensation for damages as referred to in paragraph 1.
4. A minimum lump-sum compensation for damages shall be set at € 10,000 per incident. This lump-sum compensation for damages is in the nature of a penalty clause, as referred to in Book 6, Article 91 of the DCC.

5. If actual damages are higher than the lump-sum compensation, then the parties are authorised to claim compensation for the actual damages from the employer and the employer is obliged to pay the compensation claimed.
6. Compensation for damages may be imposed if the employer does not cooperate in the remedy. This is considered applicable when, among other things, the employer has not satisfied the provisions of Article 8.
7. If compensation for damages are claimed, the grounds and the scope of the damages shall be communicated to the employer in writing.
8. Payment of compensation for damages is without prejudice to the employer's continuing obligation to remedy all the omissions observed.
9. Compensation for damages is intended to cover the costs of the investigation, legal proceedings and reputational damage. The funds acquired by these means shall be added to the monies of the O&O Fund for the Building Trade to cover the costs incurred. The parties are not required to prove that they have actually suffered the same extent of damages as those they are claiming.

Article 10 Objections

1. The enterprise affected by the decision may lodge a written objection against the decision with the parties.
2. The time limit for lodging an objection is six weeks. This time period begins the day after the decision has been communicated in writing. An objection lodged after this period has expired is inadmissible and will therefore not be taken into consideration.
3. The objection shall not have a suspensory effect.
4. The written objection should be lodged with the secretary to the parties to the CLA for the Building Trade (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl), marked 'Objection', and must at a minimum contain:
 - a. the submitter's name and address;
 - b. signature;
 - c. the grounds for the objection;
 - d. the date.
5. A copy of the decision against which objection is being lodged must be included with the written objection.
6. The submitter of the objection shall receive a confirmation of receipt of the objection lodged.
7. The submitter of the written objection is entitled to a hearing. The submitter shall receive an invitation thereto.
8. The parties shall issue their judgment in writing and supported by reasons.
9. The TABT shall inform the submitter of the written objection regarding the judgment in writing.

Article 11 Costs

1. No costs are associated with making a report or lodging an objection, respectively, or the review process, for either the person reporting/the party to which the report applies, or for the submitter of the objection, respectively.
2. The person reporting/the party to which the report applies or the submitter of an objection, respectively, shall each bear their own costs and are not eligible for compensation from each other, the committee, the TABT, any third-party which has been assigned investigatory work, or the parties.

Article 12 Returning or destroying documentation

To the extent that the necessary documentation received for the scope investigation contained originals, these shall be returned within eight weeks of the completion of the investigation. If the documentation received consisted of copies, these shall be destroyed within the same time period, unless a written request from the enterprise investigated has been received asking for these records to be returned too.

Article 13 Confidentiality of employer information

The parties to these regulations have a confidentiality obligation in respect of employer information kept on file.

Article 14 Amendments to the regulation

The parties to the CLA are entitled to amend this regulation.

Article 15 Final provision

The parties shall decide all cases not covered by these regulations.

Article 16 Entry into effect

These regulations enter into effect on 1 September 2015 and were amended at a later date.

ANNEX 2

ARTICLES OF THE EDUCATION AND DEVELOPMENT FUND FOR THE BUILDING TRADE FOUNDATION (STICHTING OPLEIDINGS- EN ONTWIKKELINGSFONDS AFBOUW)

PART I THE FOUNDATION

Article 1 Name and registered office

The name of the foundation is: Stichting Opleidings- en Ontwikkelingsfonds Afbouw (Education and Development Fund for the Building Trade Foundation), hereinafter referred to as O&O Fund, which has its registered office in Amsterdam.

Article 2 Object

1. The object of the foundation is: funding educational and development activities and activities dedicated to promoting good labour relations in the plastering, finishing, ceiling and wall trade, terrazzo/flooring and stonemasonry trades. The foundation attempts to meet this objective by collecting funds from enterprises active in the plastering, finishing, terrazzo/flooring and stonemasonry trades and to deploy such funds, augmented with other assets from the foundation, for funding the activities referred to in this Article. These activities are:
 - a. funding training and education in the plastering, finishing, terrazzo/flooring and stonemasonry trades;
 - b. compensating for the cost of employees' lost time due to educational activities, e.g. by providing reimbursements if necessary to employers whose employees are taking courses for which applications may be made by employers to Savantis in Waddinxveen;
 - c. subsidising and publishing, or directing the publication of, the results of research activities in the sector dedicated to promoting good labour relations in the interests of the industry;
 - d. publishing brochures, CLA booklets, periodicals and informational publications for the benefit of all employees and employers in the plastering, finishing, terrazzo/flooring and stonemasonry trades in the interests of labour relations in the plastering, finishing, terrazzo/flooring and stonemasonry trades;
 - e. stimulating and subsidising re-integration of work incapacitated employees or those threatened with unemployment in the plastering, finishing, terrazzo/flooring and stonemasonry trades;
 - f. funding or subsidising activities dedicating to researching and publishing, or directing publication of, the results in the sector and developing projects for the benefit of working conditions and promoting and protecting the health of those in the plastering, finishing, terrazzo/flooring and stonemasonry trades;
 - g. disbursing benefits in connection with lost earnings as a result of Bereavement Leave, Palliative Care Leave and Short-term Leave, as referred to in the Leave Declaration Policy of the O&O Fund for the Building Trade;
 - h. providing information, and/or directing information provision, about the objectives and activities of the fund;
 - i. collecting premiums for collective insurance policies for the benefit of employer organisations or parties to the CLA for the Building Trade;
 - j. funding the Technical Office for the Building Trade Foundation (Stichting Technisch Bureau Afbouw);
 - k. directly or indirectly supplementing social insurance benefits received by employees;
 - l. promoting labour/professional mobility of employees in the plastering, finishing, terrazzo/flooring and stonemasonry trades;
 - m. funding leave days for older employees.
 - n. the provision of a benefit to employees who stop working due to heavy work no more than three years before their state pension age.
2. The funded and subsidised associations, institutions and persons must submit a budget plan in advance, which must be filled out and specified according to expenditures and activities as stated above in paragraph 1. The associations, institutions and persons shall be issued an audited statement on the expenditures by a registered accountant or account administration consultant with certified authorisation, which statement shall, at a minimum, specify the said expenditures and activities.

PART II BOARD OF THE FOUNDATION

Article 3 Board

1. There shall be twelve board members. Appointment shall be as follows:
 - six appointments by the Dutch Business Association for Companies in the Building Trade (Nederlandse Ondernemersvereniging voor Afbouwbedrijven, NOA);
 - four appointments by the FNV;
 - two appointments by CNV Vakmensen.
2. Board members' appointments terminate at decease, withdrawal of the appointment by the body that nominated the board member in question, or when the board member steps down.
3. The board is authorised to enter into agreements for the acquisition, disposal or encumbrance of registered properties and to enter into agreements in which the foundation undertakes to act as guarantor or joint and several debtor, acts on behalf of a third party or undertakes to provide security for the debt of a third party.

Article 4 Advisers and observers

The board may request the assistance of advisers at meetings. If the government bodies involved express the wish for such attendance, an observer will be admitted in consultation between the board and the bodies in question. Observers are entitled to attend all board meetings. Observers shall receive all the pertinent documents.

Article 5 Chair

The board shall choose a chair from its membership annually, on the understanding that the chair shall be selected from the members appointed by the Nederlandse Ondernemersvereniging voor Afbouwbedrijven (NOA). The board shall also choose a vice chair from its membership annually, on the understanding that the vice chair shall be selected from the members appointed by the FNV or CNV Vakmensen. The board, or the chair and vice chair, or two other board members specially appointed for that purpose of whom one selected from the members appointed by the Nederlandse Ondernemersvereniging voor Afbouwbedrijven (NOA) and one selected from the members appointed by the FNV or CNV Vakmensen, shall represent the foundation in law and otherwise.

Article 6 Quorum and voting

1. Attendance of at least four board members and/or substitute board members is required for holding meetings and passing resolutions. For meetings, at least two members representing employers and two members representing employees must be present.
2. Each board member shall cast one vote in the meeting, if the number of members at the meeting representing employers and the number of members representing employees are equal. If more members representing employers than those representing employees are present at a meeting, or vice versa, the members of the group which has the greater number of members present shall cast as many votes as the other group of members present. The members of the other group shall then cast the same number of votes as the members from the group that has the greater number of members present.

Article 7 Tied vote

In the case of a tie of votes, the topic shall be brought before the next meeting, which shall take place no more than one month later, for a re-vote. If the vote is again tied in the second instance, the proposed resolution shall be deemed to have been rejected.

Article 8 Housekeeping rules

The board may set down housekeeping rules. The provisions of these housekeeping rules may not be in conflict with these articles.

Article 9 Office and secretariat

The board may appoint a secretary who can advise the board, whether or not from its own members. The board may outsource administration of the funds to a trust office.

PART III FUNDING

Article 10 Revenue and expenditures

The assets of the foundation consist of:

- a. foundation capital;
- b. contributions made by entrepreneurs in the sector according to the provisions of a collective labour agreement or wage scheme that applies to the sector;
- c. other revenues, where applicable.

Article 11 Funding regulations

The board shall set the funding regulations, after hearing the parties to the CLA, which shall at the least contain the stipulations for and the amount of contributions, and the way in which they shall be collected. The provisions of these funding regulations must not be in conflict with these articles.

Article 12 Financial management and administration

1. The board shall administer and manage the foundation's assets. The board may delegate explicitly defined powers to a body designated by the parties to the CLA and/or to appointed joint committees, whether or not entirely struck from its members. Powers delegated to committees and a body designated by the parties to the CLA shall be exercised under the supervision of the board, which also holds ultimate responsibility.
2. Investments shall be controlled by the board in such a way that:
 - a. a reasonable diversification in terms of the nature and risk of the assets and interests is achieved;
 - b. the best possible return is achieved;
 - c. no significant risks of permanent capital losses are incurred.
3. The assets belonging to the foundation shall, if they are not held at the office, be handed over for safekeeping to an institution registered under the Financial Supervision Act.
4. The costs of financial management pertaining to a financial year shall be charged to the revenue and expenditure of that financial year.
5. The financial year shall be concurrent with the calendar year.
6. The board shall appoint an external registered accountant who shall be charged with auditing the annual accounts.

7. The registered accountant has the right to inspect all the foundation's financial records and documentation, and upon request, to be shown the foundation's assets.
8. The registered accountant shall report the results of the audit to the board at least once per annum.
9. Each year within six months of the close of the financial year, the board shall account for its policy in a written report submitted to the parties mentioned in Article 3, paragraph 1 of these articles.
10. The report referred to in paragraph 9 shall contain:
 - a. a general overview of the work of the foundation during the previous financial year, specified according to the expenditure objectives and activities stated in Article 2.
 - b. accounts and report on the financial management of the foundation, consisting of a financial statement and an account of the revenue and expenditures, specified according to the expenditure objectives and activities stated in Article 2 and accompanied by a statement from a registered accountant reporting the findings of the audit, which documentation must make evident that the payments were made according to the expenditure objectives;
 - c. the statements for associations, institutions or persons referred to in Article 2, paragraph 2, shall be in their entirety included in the annual report for the financial year;
 - d. where applicable, notifications regarding amendments that have been made to the articles and/or rules and regulations.
11. The annual report shall be sent to the employer and employee organisations referred to in Article 3 of these articles.
12. The annual report and the accountant's statement shall be deposited:
 - a. at the offices of O&O Fund,
 - b. at one or multiple locations to be designated by the Minister of Social Affairs and Employment for inspection by the relevant employers and employees.
13. The annual report and the accountant's statement shall, upon request, be sent to the employers and employees involved in the O&O Fund at cost. The board shall draw up a budget each year before the start of the next financial year according to the anticipated income and expenditure of the next financial year and specified according to the expenditure objectives of the Foundation. This budget shall be deposited at the offices of the Foundation for inspection by the employers and employees involved and shall, upon request, be sent to the employers and employees involved at cost.

Article 13 Appeals

No appeals may be brought against decisions of the board regarding funding and subsidy applications, without prejudice to the possibility of submitting a new application.

Article 14 Accountability

The board shall be held accountable for past, present and future policy before the organisations referred to in Article 3.

PART IV FINAL PROVISIONS

Article 15 Amendments to the articles and dissolution

1. *Amendments to the articles*
 - a. Amendments to the articles, the housekeeping rules and funding regulations may only be implemented by the board with the approval of the Nederlandse Ondernemersvereniging voor Afbouwbedrijven (NOA), the FNV and CNV Vakmensen.
 - b. The articles and regulations, and amendments to the articles and regulations shall not enter into effect before a complete copy of the documentation or the amendments thereto respectively, signed by the board, have been deposited with the registrar of the sub-district court of Amsterdam for inspection by anyone.
2. *Dissolution*
Both the Nederlandse Ondernemersvereniging voor Afbouwbedrijven (NOA), as well as the FNV with CNV Vakmensen together can dissolve the foundation by sending a written letter by registered mail notifying the board that they are terminating their cooperation with the foundation. The foundation shall be dissolved by operation of law after two years following the said notification. The board shall then be responsible for the liquidation and allocating the positive balance of the foundation in accordance with the Foundation's object.

ANNEX 3

FUNDING REGULATIONS OF THE EDUCATION AND DEVELOPMENT FUND FOR THE BUILDING TRADE FOUNDATION (STICHTING OPLEIDINGS- EN ONTWIKKELINGSFONDS AFBOW)

Article 1 Definitions

In these regulations, the following words have the following meanings:

- a. the foundation: the Education and Development Fund for the Building Trade Foundation (Stichting Opleidings- en Ontwikkelingsfonds Afbouw);
- b. the articles: the articles of the above-mentioned foundation;
- c. the employer: the employer as referred to in the CLA for the Building Trade Industry-Wide Scheme, insofar as these employers are obligated under this CLA to contribute to the Foundation;
- d. the employee: the employee referred to CLA for the Building Trade Industry-Wide Scheme;
- e. trust office: APG, the trust office for the Building Trade.

Article 2 Premium obligation

1. The employer owes the foundation premiums for funding the object as stated in the articles. Premiums are determined in the form of a percentage of the wage paid by the employer to his/her employees who fall under a CLA that obliges the employer to contribute to the foundation. Wages refers to wages as defined in the Social Insurance (Funding) Act.
2. The premium is owed for a maximum of 1.5 times the maximum premium wage, as defined in the Social Insurance (Funding) Act.
3. The amount of the premium referred to in paragraph 1, as well as the apportionment to the employer and the employee shall be determined by the board annually, after consultation with the parties to the CLA.
4. As of 1 January 2022, the premium totals 1.6% of the gross income for social insurance purposes to be paid by the employer. This premium does not apply to the stonemasonry as referred to in Article 2, paragraph 7 of the CLA.
5. For the stonemasonry as referred to in Article 2, paragraph 7 of the CLA, the premium as of 1 January 2022 is 1.73% of the gross SV wage, to be paid by the employer.

Article 3 Premium payment

1. The collection of premiums, as referred to in Article 2, shall be entrusted to the trust office. The employer is acquitted of the obligation to pay premiums by paying the amount owing to the trust office.
2. The employer owes the premiums, as referred to in Article 2, at the end of each calendar year for the entire calendar year. Contributions must be paid to the trust office per 4-week period or per month as an advance.
3. The employer is required to report actual wage figures for each payroll period of four weeks or one calendar month. If the employer has not met these obligations, the employer will then owe the fixed interest from the fifteenth day following the payroll period in question. The fixed interest is equal to statutory interest.
4. If the employer has not met the obligations referred to in paragraph 2, the employer shall owe late payment interest from the fifteenth day following the day on which the advance had been set. Late payment interest is equal to statutory interest.
5. The board is authorised to waive collection of interest in whole or in part.
6. The trust office is authorised to implement the provisions of paragraphs 3 and 4.
7. If the employer does not comply with the premium obligations, the foundation has an independent right to collection vis-à-vis the employer. In all events, the premium is immediately due and payable on 31 December for the entire calendar year.

Annex 4

Sustainable employability scheme, as referred to in Articles 15 and 16 of this CLA

Chapter I DEFINITIONS

Article 1 Definitions

In this scheme, the following words have the following meaning:

- a. employer: the employer, according to Article 1, paragraph 2 of the CLA for the Building Trade;
- b. employee: the employee, according to Article 1, paragraph 3, of the CLA for the Building Trade;
- c. O&O fund: Educational and Development Fund for the Building Trade (Opleiding- en Ontwikkelingsfonds Afbouw);
- d. parties to the CLA: the employer and employee associations party to the CLA for the Building Trade;
- e. CLA: CLA for the Building Trade 2020-2021.

Chapter II MIJN LOOPBAAN

Article 2 Mijn Loopbaan (My career)

1. In accordance with the provisions of Article 77 of the CLA, employees may use Mijn Loopbaan.
2. The parties to the CLA have tasked Mijn Loopbaan with implementation of the following pathways: Ambition (Article 4), Prevention (Article 5), Working until pension (Article 6), and Long-term sickness (Article 7).
3. The costs of intake, advising and supervision by Mijn Loopbaan shall be compensated by the O&O fund.
4. Where possible, Mijn Loopbaan shall try to keep the co-worker employed within the building trade sector.
5. For each pathway the O&O fund board may set a fixed maximum of participants for each year.
6. Mijn Loopbaan shall inform the board of the O&O fund each quarter of the number participants in each pathway and the costs incurred.

Article 3 Application and intake

After the employee and/or employer has applied to Mijn Loopbaan (www.mijnafbouw.nl), an intake interview will take place which will be used as the basis for deciding whether the employee is eligible to participate in the pathway Ambition (Article 4), Prevention (Article 5), Working until pension (Article 6), or Long-term sickness (Article 7).

Article 4 Ambition Pathway

1. The Ambition Pathway is intended for employees who have the goal of finding a different job within or outside the company where they work, but still within the building trade sector. Mijn Loopbaan offers the employee advice and supervision.
2. Every employee is entitled to participate in this pathway once every five years.
3. This pathway is also open to former employees who have not been unemployed for longer than 6 months, who were covered by this CLA before unemployment and want to work in the building trade sector.
4. In the case of collective dismissal, this pathway may not be used.
5. The pathway may be terminated early if the employee accepts a job outside the CLA for the Building Trade while registered in the pathway.

Article 5 Prevention Pathway

1. The Prevention Pathway is intended for employees who are threatened with work disability in their current job function and therefore are looking for different work, whether now or for the future. Mijn Loopbaan offers the employee advice and supervision.
2. The threat of work disability may be revealed by a Periodic Work Health Examination (PAGO). If no (recent) PAGO is available although the participant's situation necessitates participation in the pathway, the career counsellor may request a PAGO.

Article 6 Promoting Sustainable Employability Pathway

1. The Working Until Pension Pathway is intended for employees age 55 and above who cannot maintain good health while working in their current job function until pensionable age. Mijn Loopbaan offers the employee advice and supervision.
2. Not being able to keep working in good health in the current job function may be revealed by a Periodic Work Health Examination (PAGO). If no (recent) PAGO is available although the participant's situation necessitates participation in the pathway, the career counsellor can request a PAGO.
3. For this pathway the central question is whether and which measures must be taken to effectuate that the employee can keep participating in a healthy and motivated way in the labour process until pensionable age.

4. Individual cases may deviate from the age limit stated in the first paragraph. In order to be eligible, a written request backed up with reasons should be sent to the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl).

Article 7 Long-term Sickness Pathway

1. The Long-term Sickness Pathway is intended for sick employees who, following diagnosis, cannot return to their old job function and who according to the Eligibility for Permanent Invalidity Benefit (Restrictions) Act must follow a first and/or second track re-integration pathway.
2. Mijn Loopbaan outsources implementation of the first and/or second track re-integration pathway to a re-integration agency designated by the parties to the CLA.
3. If an employee would like to make use of a different re-integration agency other than the one designated in paragraph 2, a request may be submitted to the secretariat of the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl). The board of the O&O fund may attach additional conditions to the use of a different re-integration agency.

Article 8 Advising results

The possible recommendations that a participant in a pathway can receive are:

- No measures are necessary;
- Adjustments to the work package of the current job function;
- Adjustments to the hours of work in the current job function;
- Re-training or additional training;
- Mediation to a different job function within or outside the company or the building trade sector.

Article 9 Measures

1. If it becomes evident that measures are needed for implementation of the pathway, the participant and the employer shall give further effect to these measures.
2. Mijn Loopbaan has an advising role when it comes to financing the measures and shall emphatically represent the interests of the participating employee and the employer in this regard.
3. To the extent that Mijn Loopbaan provides facilities to implement the measures itself, they will be used.
4. An employer may be asked to make a contribution to a measure of € 1,000 minimum per pathway. If the costs of a measure per pathway come to less than € 1,000, the employer may be asked for a small contribution.
5. The O&O fund contributes a maximum of € 2,500 to the costs of a measure per pathway, budget permitting.
6. If the costs for the measure come to € 2,500, a request for a higher contribution may be submitted to the O&O fund, accompanied by Mijn Loopbaan's supporting reasons. In such a case, a fair contribution may be requested from the participating employee.
7. The employer, the employee participating in a pathway, and Mijn Loopbaan shall make arrangements in consultation regarding the costs of re-training or additional training (programme/course/training/coaching fees, leave of absence, books), which shall be set down in a Personal Development Plan (PDP).
8. If the employee participating in a pathway attends re-training or additional training less than 50% of the time and is unsuccessful in completing the programme, he/she will be required to pay back 50% of the tuition fees.

Chapter III 80/90/100 SCHEME

Article 10 80/90/100 scheme

1. In accordance with the provisions of Article 78 of the CLA, employees age 57 and above are entitled to participate in the 80/90/100 scheme: the employee works for 80% of the working week, the employer pays 90% of the wage agreed before the hours of work were shortened, and pension accrual remains based on 100%. For part-time, the scheme is applied pro rata. In individual cases, it is possible to deviate from the age limit of 57 by obtaining a decision from the parties to the CLA.
2. The employee must be given time off from the work to be performed for a fixed time or fixed times during the week. The employee and employer concerned shall make written arrangements about the time off.
3. The O&O fund shall reimburse the employer for the wage costs and pension premiums for the days on which the employee has time off.
4. The employer must submit declarations to the O&O fund per quarter for the wage costs and pension premiums for the days on which the employee has time off from performing work (www.mijnafbouw.nl/Mijn-cao-aanvragen), using the designated form. The declarations should be submitted within three months of the end of the quarter to which they apply. After this period, declarations will not be reimbursed.
5. *The O&O fund may commission a financial audit of the employer in order to verify whether the declared wage costs and pension premiums were actually incurred. By submitting a declaration, the employer gives permission for a financial audit. Wrongfully declared wage costs and pension premiums will be reclaimed. The costs of the financial audit may be charged to the employer, if wage costs and pension premiums have been wrongfully declared.*
6. If the employee makes use of the 80/90/100 scheme, then no use may be made of the transitional scheme for seniors' days, as referred to in Articles 24 and 25 of the CLA.
7. The parties to the CLA for the Building Trades will evaluate the 80/90/100 scheme in November 2023, among other things with the aim of monitoring cost developments.

Chapter IV FINANCING

Article 11 Funding

1. Upon request of the parties to the CLA for the Building Trade, the O&O fund shall make funding available for the sustainable employability of employees.
2. The O&O fund shall set the budget annually for Mijn Loopbaan, implementation of the various pathways and the measures.
3. The O&O fund shall set the budget annually for the contribution to the re-integration pathway, as referred to in Article 7.
4. Participation in a pathway is possible, budget permitting.
5. A contribution from the O&O fund to a measure, as referred to in Article 9, paragraph 5 is possible, budget permitting.
6. Inflow into the 80/90/100 scheme is possible insofar as the budget allows.

Chapter V FINAL PROVISIONS

Article 12 Unforeseen cases

The parties shall decide on all cases not covered by this scheme.

Article 13 Entry into effect

This scheme entered into effect on 1 January 2018 and was amended at a later date.

Article 14 Reference title

This scheme shall be cited as: Sustainable Employability Scheme.

ANNEX 5

Preventive healthcare package for individuals, as referred to in Article 17, paragraph 2 of this CLA

The preventive healthcare package for individuals: the employer has a free choice of the health and safety service for the implementation of the preventive healthcare package for individuals. One pre-condition is that the health and safety service has signed a collaboration agreement with Volandis (www.volandis.nl).

The preventive healthcare package for individuals will, until 31 December 2020, cover:

1. A pre-employment medical examination. The pre-employment medical examination is a job-oriented examination whereby the duties entailed by the work are carefully weighed against the employee's capacity for work. The assessment guidelines of Volandis, 'Work Suitability', for the construction sector should be used.
2. The Youth Medical Examination for Work for employees under the age of 20, which shall be conducted on a voluntary basis one year after starting work in the trade, whereby the duties entailed by the work are carefully weighed against the employee's capacity for work and the employee shall receive personal advice on performing the job in a safe and healthy way.
3. Periodic Medical Examination for Work (PAGO). This PAGO is a preventive exam and geared to individual sectors, and starts at the age of 20; it is thereafter conducted when the employee reaches the age of 24, 28, 32, 36, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62 and 64. After that, as individually indicated.
4. Office Hours for the Company Doctor, so that the employee can visit spontaneously.
5. Follow-up Activities, to the extent that the pertinent activities indicate their need.
6. Activities in the context of the company preventive healthcare package for individuals shall strictly be performed by certified health and safety services who meet the quality requirements set by Volandis. *The health and safety services are obliged to pass on the employee details they have collected to Volandis in the manner that Volandis has prescribed.* Volandis shall reimburse the health and safety service for activities based on contractual agreements.
7. Job-specific Periodic Examination (GPO) for those trades that entail particular health risks or whereby correct performance of duties is extremely important for the safety of the employee involved and/or other employees.

The GPO shall be conducted with extra frequency in addition to the PAGO. The employee may also make use of the PAGO in the normal way at each age for the PAGO, whereby the health risks of the particular trades shall be taken into account. To the extent the GPO cannot be combined with the PAGO, the employer shall make arrangements with the health and safety service and bear the costs. One pre-condition is that the health and safety service has signed a collaboration agreement with Volandis.

ANNEX 6

SCHEME FOR PHYSICAL INTENSIVE PROFESSIONS AS REFERRED TO IN ARTICLE 18

Article 1 Definitions

1. Entitled party: the entitled party referred to in Article 3 paragraph 1
2. Employee: the employee as referred to in Article 1 paragraph 4 of the CLA, who is not a ota worker as referred to in Article 1 paragraph 7 of the CLA.
3. CLA: Collective Labor Agreement for the building trade industry-wide scheme (BTER) 2022-2026.
4. APG: APG, located in Amsterdam, which is charged with the administration of the scheme for physical intensive professions.
5. The Foundation: Stichting Opleidings- en Ontwikkelingsfonds Afbouw.
6. Resignation date: the day on which the employment contract between the employee and his employer was actually terminated at the request of the employee. The retirement date for participation in the scheme for physical intensive professions is a maximum of 3 years before the state pension age.
7. Partner: in this CLA a partner is equivalent to a spouse if one of the following can be presented:
 - a. a cohabitation agreement executed before a civil-law notary; or
 - b. an extract from the municipal register of births, deaths and marriages showing that the employee and his/her partner have been registered at the same address for at least 1.5 years.A legally registered partner is always equivalent to a spouse.

Article 2 Entry into the scheme

Entry into the scheme is possible from January 1, 2021 to December 31, 2025.

Article 3 Conditions for participation

1. The entitled party within the meaning of these terms and conditions is the person:
 - a. who was an employee on the last day of the month, 4 months before the retirement date; and
 - b. who, as an older employee, cannot continue to work because of the seriousness of the profession. This applies in the following cases:
 1. In the period of 15 years immediately prior to the retirement date, the employee has worked for at least 10 years in a company falling within the scope of the CLA as an employee within the meaning of Article 1 paragraph 2. Periods of a maximum of 6 months not or Working elsewhere counts as time worked, on the understanding that the employee must have worked as an employee within the meaning of Article 1 paragraph 2 without interruption, in any case during the last year immediately prior to the retirement date, other than as a result of incapacity for work and unemployment. ; or
 2. In the period immediately prior to the resignation date, the employee has been employed as an employee in the construction industry for a period of at least 45 years, which is understood to mean the work covered by the scope of the CLA for Construction & Infrastructure and the CLA for the building trade. Periods of a maximum of 6 months not working or not working elsewhere count as time worked, on the understanding that the employee must have been employed as an employee in any case during the last year immediately prior to the retirement date without interruption, other than due to incapacity for work and/or unemployment. within the meaning of Article 1 paragraph 2. For the calculation of this period of 45 years, the period that the entitled party has worked as an employee at a company that has come under the scope of the CLA for the building trade is also taken into account, provided that the employee was subject to an early retirement scheme, comparable to this scheme; and
 - c. who is domiciled in the Netherlands on the day preceding the date referred to in subparagraph d; and
 - d. whose employment has ended with effect from the termination date.
 - e. The years made by the employee as a ota worker are not included in b.
2.
 - a. A person whose registration with APG has been changed immediately prior to the retirement date, with or without retroactive effect, is not entitled to a benefit from a ota worker within the meaning of Article 1 paragraph 7 of the CLA to an employee in the sense of article 1 paragraph 6 of the CLA.
 - b. Dispensation as referred to in Article 15 may be granted by the Foundation for the provisions of a. It must be demonstrated that the amendment was not intended to enable use of this scheme.
3. The Foundation is authorized to grant dispensation as referred to in Article 15 with regard to short-term interruptions in the employment history referred to in paragraph 1.

Article 4 Restriction of rights after long-term unemployment

For beneficiaries who have been unemployed for more than 3 months in the 12 months immediately prior to the retirement date, the additional condition applies that they must have worked for at least 18 months in a period of 2 years immediately prior to the retirement date for an employer as referred to in Article 1 paragraph 3 of the CLA.

Article 5 Decision-making power

The board of the Foundation decides on requests to grant a benefit.

Article 6 Execution

APG is charged with the implementation of this regulation. The implementation of these regulations takes place under the responsibility, supervision and instruction of the Board of the Foundation.

Article 7 Method of requests

1. The beneficiary who wishes to qualify for the benefit under this scheme must submit a request to that effect at least 3 months before the desired retirement date. The request is submitted to APG, together with the requested supporting documents.
2. The request is submitted using the appropriate form, which is completed and signed completely and truthfully.
3. When submitting the request, the entitled party gives APG permission to request all information known about him/her that is necessary for the calculation of the amount of the benefit from the Stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid.

Article 8 Payment

1. At his request, the Foundation will grant a benefit within the meaning of these regulations to the entitled party with effect from the date referred to in Article 3, paragraph 1 under d.
2. The benefit is granted for a maximum of 36 months and ends at the state pension age. The benefit is paid in equal monthly amounts.
3. The gross monthly benefit is $1.3 \times (A+B)$ minus C and a maximum of the grossed-up net AOW benefit for a single person per month as of 1 January of the year.
 - A: the old-age pension accrued per month on the retirement date, less the old-age pension from the supplementary scheme for participants born after 1949 (55 min supplementary scheme) in accordance with Article 30 of the pension regulations of the Stichting Bedrijfstakpensioenfonds voor de construction industry, without taking into account choices leading to a higher or lower retirement pension.
 - B: 2 times the gross AOW benefit for married couples, including holiday allowance, per month on 1 January of the year of the retirement date.
 - C: the retirement pension from the supplementary scheme for participants born after 1949 (55 min supplementary scheme) in accordance with Article 30 of the pension regulations of the Stichting Bedrijfstakpensioenfonds voor de construction industry, discounted, divided by 36.
4. No holiday allowance is awarded to the entitled party.
5. If the benefit is requested for less than 36 months, the monthly benefit is equal to that which would be granted for 36 months.
6. The maximum amount from paragraph 3 is indexed annually on 1 January for the granting of new benefits by ministerial regulation.
7. The Foundation is authorized to index current payments and will make a decision on this no later than December of each calendar year, with due observance of the statutory maximum.

Article 9 Discounts on benefits

1.
 - a. During the term of the payment, it is prohibited to perform activities of any kind within the construction industry under this scheme and under any conditions or remuneration whatsoever. This prohibition also applies expressly to the performance of work 'free of charge' or for an expense allowance.
 - b. Without prejudice to the provisions of Article 11, paragraph 2, the Board of the Foundation may grant written exemption from the prohibition set out in sub a. The board may attach further conditions to the exemption.
 - c. Without prejudice to the provisions of Article 11, paragraph 2, it is permitted to perform activities outside the construction industry with the permission of the Board of the Foundation. The board may attach further conditions to the permission.
 - d. The Board of the Foundation is authorized to impose a sanction, as referred to in Article 13, in the event of a violation of the prohibition included in sub a or in the event of non-compliance or incomplete compliance with a condition laid down in sub b or c.
2.
 - a. The benefit in the event of incapacity for work under the Sickness Benefits Act and/or AAW/WAO/WAZ/WIA/WGA will be deducted from the benefit of the beneficiary.
 - b. For the purposes of the provisions under a of this paragraph, the entitled party is deemed to receive a disability benefit if the entitled party voluntarily waives this right, on the understanding that the benefit is withheld in full if the disability benefit reaches an incapacity for work percentage of 80% or more would have been calculated.
3. The amount owed by the entitled party in wage tax/national insurance contributions and other legally required deductions will be deducted from the payment.

Article 10 Payout

The payment under this scheme is paid monthly by APG to the entitled party.

Article 11 End of the benefit

1. Entitlement to benefits under this scheme ends on the day on which the beneficiary reaches state pension age or in the event of death on the first day of the following month.
2. The right to payment ends before the date referred to in the first paragraph if the entitled party in or outside the construction industry accepts an employment contract again, with effect from the first day on which he is employed in that employment.
3. The right to payment ends before the date referred to in the first paragraph if the entitled party establishes itself as an entrepreneur in or outside the construction industry, with effect from the date of establishment.

4. In the event of the death of the beneficiary, the benefit is paid monthly by the implementing organization to his partner as defined in Article 1 paragraph 7 of these regulations. This is done under the same conditions and restrictions, on the understanding that the benefit ends with effect from the day on which the deceased person entitled to benefit would have reached his state pension age.

Article 12 Duty to provide information

1. Upon request or on its own initiative, the entitled party shall provide the officials charged with supervision by APG with all information that may be important for the assessment of the right to payment and the amount thereof.
2. If there is income from work during the term of the benefit, the entitled party shall at least once a year provide APG with a statement of the income from work made during the period for which he receives the benefit, using the appropriate form, which is completed and signed completely and truthfully.

Article 13 Withdrawal and amendment of a decision to pay out

1. If the entitled party does not provide the information requested or to be provided of its own accord on the basis of these regulations, or does not provide it correctly, the board may revoke a decision to make a future distribution or to withdraw an existing distribution and also exclude the person concerned from any future payment from the foundation. In the context of this paragraph, the entitled party is deemed not to have provided the information referred to, if the foundation has not yet received the information within two months of receipt of the first solicitation or the fact to be reported on its own initiative. . In the context of this paragraph, the entitled party is deemed to have provided the information incorrectly, if the foundation thereby provides for more than € 5,000 is disadvantaged.
2. If the entitled party does not provide the information requested or to be provided on its own initiative on the basis of these regulations, or does not provide it in time or incorrectly, a payment may be reduced. The reduction is a maximum of 30% and lasts a maximum of 12 months, depending on the seriousness of the violation, as evidenced by recidivism. The entitled party is deemed to have not provided the information referred to in time if, after the expiry of the term specified in the first solicitation, or after four weeks the fact to be reported on its own initiative is known to the entitled party, the foundation has not yet provided the information in question. has not received. In the context of this paragraph, the entitled party is deemed to have provided incorrect information if the foundation is prejudiced for at least €50 and a maximum of €5,000. The board of the foundation has the option to also apply the sanction options of paragraph 1 in the event that the entitled party has provided incorrect information for the third time pursuant to this paragraph.
3. If the entitled party does not meet any of the conditions set out in these regulations, a warning may be issued.
4. The board is authorized to combine the sanctions referred to in paragraphs 2 and 3.
5. The foundation is authorized to compensate the damage incurred by the foundation as a result of information not provided, not timely or incorrectly provided by the rightful claimant or otherwise not complying with the conditions set out in these regulations, whether or not consisting of benefits paid too much, social security contributions and interest to be recovered from the rightful claimant. In addition, the foundation reserves the right to seek redress by means of a reduction of the current benefit.
6. The board is authorized to file a report with the institution referred to for that purpose if the board has a justified suspicion that the entitled party has committed a criminal offence. This does not affect the possibility in civil proceedings or otherwise to recover any damage, whether or not in the form of undue payments, from the entitled party.
7. The previous paragraphs do not apply if the rightful claimant cannot reasonably be blamed for an act as referred to there, which excludes an appeal based on not knowing the contents of these regulations.
8. In all cases in which a sanction is imposed, this will be reported in writing to the entitled party. The entitled party will also be informed of what the sanction entails and why and on the basis of which it has been imposed. Mention is also made of the possibilities for objection as referred to in Article 16.
9. All income and/or proceeds arising from sanctions imposed on the basis of these regulations will be used in accordance with the purpose of the foundation.

Article 14 Stay abroad

For a stay abroad for a continuous period of more than 4 weeks during the period for which he receives payment, the entitled party requires prior written permission from the board of the foundation. Requests for this permission must be submitted one month before the intended departure date.

Article 15 Dispensations

1. A request for dispensation can only be granted if the rightful claimant demonstrates that there are compelling circumstances such that it cannot reasonably be expected that these regulations or parts of the regulations apply to them.
2. A request for dispensation must be accompanied by a clear motivation stating the provisions for which dispensation is requested.
3. A request for dispensation must be submitted in writing to the secretary of the Foundation, Mauritskade 27, 2514 HD The Hague (info@tbaibouw.nl). The secretary will send the applicant a confirmation of receipt within one week of receipt, stating the dispensation procedure.
4. The Board of the Foundation may request the person submitting the dispensation request in writing for further information, decide to hold a hearing and engage experts.
5. The Board of the Foundation will make a decision on the application for dispensation within three months in the

form of a written decision, stating reasons. The decision period may be extended by one month if further information is requested from the applicant in writing or if a hearing is scheduled.

Article 16 Objection

In the event of an objection regarding the implementation of these conditions, a decision will be made by the board of the Foundation (Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl)). The handling of the objection does not affect the legal remedies available to the entitled party on other grounds.

Article 17 Hardship clause

In individual cases, the Board of the Foundation may deviate from the provisions of these regulations if the application of these regulations leads to an unintended and undesirable situation for the person concerned.

Article 18 Warranty provision

After termination of this scheme, the entitlements and rights of this agreement will continue to apply and the costs arising therefrom will be financed.

Article 19 Starting date

These regulations come into effect on January 1, 2021.

Article 20 Quote title

These regulations will be cited as: Regulations for serious professions.

ANNEX 7

DECLARATION POLICY FOR LEAVE SCHEME

Article 1 Definitions

- a. Employer: the employer as defined in Article 1, paragraph 3 of the CLA for the Building Trade Industry-wide Scheme.
- b. Employee: the employee as defined in Article 1, paragraph 4 of the CLA for the Building Trade Industry-wide Scheme.
- c. Fund: Education and Development Fund for the Building Trade (Opleiding- en Ontwikkelingsfonds Afbouw).
- d. Parties to the CLA: the employer and employee associations who are the interested parties to the CLA for the Building Trade.
- e. CLA for the Building Trade Industry-wide Scheme: the CLA for the Building Trade Industry-wide Scheme, applicable from 1 January 2017 through 31 December 2021.
- f. A partner is considered as equivalent to a spouse upon presentation of:
 - a. a cohabitation agreement executed by a civil-law notary; or
 - b. an extract from the register of births, deaths and marriages showing that the employee and the partner have been registered at the same address for at least 1.5 years.A legally registered partner is always considered as equivalent to a spouse.
- g. APG: the trust office for the industry-wide scheme for the Plasterers, Finishers and Terrazzo/Flooring Trades sector.

Article 2 Bereavement leave, palliative care leave and short-term care leave

1. The employer who has continued to pay the wages of an employee during a period of bereavement leave in connection with the death of the spouse or equivalent partner or the employee's (foster) child up to an including age 27 is entitled to compensation for the wage costs from the fund for a maximum total of ten days from the day of decease.
2. The employer who has continued to pay the wages of an employee during a period of palliative care leave in order to provide final stage care to a terminally sick spouse or equivalent partner, (foster) child or parent is entitled to compensation for the wage costs from the fund for a maximum total of ten days per annum.
3. The days for palliative care leave may, in consultation between the employer and employee, be taken as one continuous period or as separate days. Compensation from the fund amounts to the value of the wages for a maximum of 10 days. For part-timers, this will be calculated pro rata.
4. The employer who has continued to pay the employee's wage for a period of short-term care leave in order to provide assistance to a cohabiting sick spouse or equivalent partner, sick parent or cohabiting sick (foster) child, is entitled to compensation for a maximum of 10 days per annum that must be paid in accordance with the law and will be topped up in accordance with the CLA (100% for the first three days, 70% for the seven remaining days).
5. A budget shall be set annually for all the provisions set down in this Article.

Article 3 How to declare bereavement leave

1. In order to be eligible for compensation from the fund, the employer must send in the fully completed APG declaration form signed by both the employer and the employee within 8 weeks of the end of the period of bereavement leave for which compensation is being requested, accompanied by a copy of the death certificate.
2. Applications that have not been received by the APG fund within 8 weeks of the end of the bereavement leave will not be processed.
3. By signing the form, the employee authorises the APG to check the information provided in the municipal register of births, deaths and marriages. If the form has not been signed, compensation will be paid out but the APG may take steps to check the information in a different way.

Article 4 How to declare palliative care leave

1. In order to become eligible for compensation from the fund, the employer must send APG the fully completed requisite declaration form, signed by both the employer and the employee, within 8 weeks of the end of the period of palliative care leave for which compensation is being requested, accompanied by a doctor's statement or a copy of the death certificate.
2. Applications that have not been received by APG within 8 weeks of the end of the palliative care leave will not be processed.
3. By signing the form, the employee authorises APG to check the information given in the municipal register of births, deaths and marriages. If the form has not been signed, compensation will be paid out but the APG may take steps to check the information in a different way.

Article 5 How to declare short-term care leave

1. In order to become eligible for compensation from the fund, the employer must send in the fully completed APG declaration form signed by both the employer and the employee within 8 weeks of the end of the period of short-term care leave for which compensation is being requested, accompanied by a statement by a third-party professional confirming the necessity for short-term care leave.
2. Applications that have not been received by the APG within 8 weeks of the end of the palliative care leave will not be processed.

3. By signing the form, the employee authorises the APG to check the information in the municipal register of births, deaths and marriages. If the form has not been signed, compensation will be paid out but the APG may take steps to check the information in a different way.

Article 6 Amount of compensation

1. Compensation consists of the fixed agreed hourly wage per hour for which entitlement to compensation exists, plus a rise in the form of an average percentage as compensation for the employer's contribution to premiums owed on that hourly wage.
2. Any benefits in connection with bereavement leave, palliative care leave or short-term care leave from other bodies shall be subtracted from the amount of compensation.

Article 7 Payment

Compensation shall be paid within four weeks of APG having approved the declaration into the bank or giro account number APG has received from the employer.

Article 8 Information provision

1. Employers and employees are obliged to provide the fund with other information, if so desired, that affects the benefits granted or to be granted on the basis of this scheme directly or indirectly, and to provide all information requested for implementing the articles and the regulations of this policy.
2. Anyone who, when exercising any of the powers described in this Article, comes to know any commercial information is under an obligation of confidentiality vis-à-vis third parties.

Article 9 Sanctions

1. If an audit by the fund reveals that an employer has claimed benefits from the fund which did not meet the conditions set, the fund shall demand repayment, if the benefits have already been paid out, while, at the discretion of the board, the employer may be charged for the costs of the audit plus interest.
2. If an audit commissioned by the fund reveals that an employer has claimed benefits from the fund although the conditions had not been met, the fund may, if the benefits have not already been paid out, at the discretion of the board, charge the employer for the costs of the audit.
3. If the employer's claim has not met the conditions, the fund reserves the right to submit this act to the court for judgment.

Article 10 Final provision

Further requirements, which accord with the provisions of the articles and of this scheme, may be issued by the board for the purpose of ensuring efficient operation of the Fund.

Article 11 Entry into effect

This scheme enters into effect on 1 January 2011.

Article 12 Reference title

This policy shall be cited as: O&O Fund for the Building Trade Declaration Policy for Leave.

ANNEX 8

PHYSIOTHERAPY SCHEME, AS REFERRED TO IN ARTICLE 23 OF THIS CLA

Article 1 Scope

Employers who fall under the CLA for the Building Trade Industry-Wide Scheme have taken out collective insurance coverage for physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments. Every employee who falls under the CLA for the Building Trade Industry-Wide Scheme and for whom the requisite premium has been paid, with due observance of the provisions of this scheme, is entitled to the aforesaid treatments.

Article 2 Premium obligation

1. The amount of the premium shall be set by the parties to the CLA annually.
2. As of 1 January 2013, the employer's contribution comes to € 0.12 per employee for each social insurance day.

Article 3 Premium payment

1. The collection of premiums, as referred to in Article 2, shall be entrusted to the trust office. The employer is acquitted of the obligation to pay premiums by paying the amount owing to the trust office.
2. The employer owes the premiums, as referred to in Article 2, at the end of each calendar year for the entire calendar year. Contributions must be paid to the trust office per 4-week period or per month as an advance.
3. The employer is required to report actual wage figures for each payroll period of four weeks or one calendar month. If the employer has not met these obligations, the employer will then owe the fixed interest from the fifteenth day following the payroll period in question. The fixed interest is equal to statutory interest.
4. If the employer has not met the obligations referred to in paragraph 2, the employer shall owe late payment interest from the fifteenth day following the day on which the advance had been set. Late payment interest is equal to statutory interest.
5. The board is authorised to waive collection of interest in whole or in part.
6. The trust office is authorised to implement the provisions of paragraphs 3 and 4.
7. If the employer does not comply with the premium obligations, the foundation has an independent right to collection vis-à-vis the employer. In all events, the premium is immediately due and payable on 31 December for the entire calendar year.
8. The trust office referred to is APG, the trust office for the Building Trade.

Article 4 Terms and conditions

Complete reimbursement for physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments shall be granted if the following terms and conditions have been met:

1. the treatment must have been prescribed by a physician or medical specialist for medical reasons;
2. the treatment must have been performed by:
 - a. a physiotherapist who is registered as such in the register referred to in Article 3 of the Individual Healthcare Professions Act (BIG); physiotherapist is also understood to mean a physiotherapy masseuse who is registered in the register referred to in Article 108 of the Individual Healthcare Professions Act (BIG); or
 - b. a manual therapy practitioner who is registered in the register referred to in Article 3 of the Individual Healthcare Professions Act (BIG) and who likewise is registered as a manual therapy practitioner in the Register of Differentiated Physiotherapists of the Royal Dutch Society for Physiotherapy; or
 - c. a remedial therapist in the Cesar/Mensendieck method who meets the requirements stated in the so-called 'Decree Governing Dieticians, Occupational Therapists, Speech Therapists, Remedial Therapists, Orthopaedists and Podotherapists';
3. the claim to compensation for the costs of physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments shall be determined according to content and scope of the treatment by medical science and practice, or in the absence of such a standard, by that which is considered responsible and adequate care and service in the relevant profession. The insured person is only entitled to care insofar as he/she reasonably requires such content and scope of the treatment in the opinion of a physician or medical specialist;
4. treatments must have taken place while in an employment relationship with an employer who falls under the CLA for the Building Trade Industry-Wide Scheme, as well as the during the term of this scheme.

Article 5 Exclusions from compensation

No compensation shall be granted if:

1. physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments fall under the Basic Insurance under the Healthcare Insurance Act;
2. physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments fall under a personal deductible freely chosen by the employee for the Basic Insurance under the Healthcare Insurance Act;
3. physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments are eligible (or also eligible) for compensation on the basis of any law or (social) provision or any other (supplementary or special) insurance coverage taken out by or on behalf of the employee, whether or not at an earlier time, or would be eligible for compensation under other insurance coverage if the collective insurance taken out by the employers for physiotherapy, manual therapy, medically necessary Cesar therapy and

- Mensendieck remedial therapy had not existed;
4. medically necessary Cesar therapy and Mensendieck remedial therapy treatments took place before 1 January 2013.

Article 6 Application procedure

1. Applications for compensation must be submitted by the employee to:
WUTHRICH
Damages Department
P.O. Box 14092
3508 SC UTRECHT
E-mail: fysiotherapie@wuthrich.nl
2. The employee should make application using the official declaration form for physiotherapy under the CLA for the Building Trade. This form can be downloaded via www.wuthrich.nl/fysio or requested from the parties to the CLA. The employee is obliged to attach and send the following documents as proof along with the declaration form completed and signed by the employee:
 - a. statement (copy of notification of payment) from the healthcare insurer(s) who cover the costs of physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments, not being eligible for compensation under the Basic Insurance of the Healthcare Insurance Act and/or any other coverage (supplementary or special) taken out by the employee;
 - b. sufficiently specified original invoice from the treating therapist in physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy; in all events this invoice must give evidence of the number of treatments, the dates of treatment, the rate per treatment and the complete name and address of the treating therapist in physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy.
3. Should WUTHRICH require supplementary data or information in addition to the documents stated in paragraph 2 of this Article in order to assess the application, the employee is obliged to provide this information, insofar as the application is related to the request to proceed to payment for the treatments.
4. Applications for compensation may be submitted no later than 6 months after the end of the calendar year in which the treatment took place.

Article 7 Payment compensation

After the application has been approved by WUTHRICH, payment will be made by WUTHRICH into the employee's bank or giro account number indicated within three weeks.

Article 8 Sanctions

If investigation by WUTHRICH (or an external expert it has appointed) or by the employer and employee organisations who are parties to the CLA for the Building Trade Industry-Wide Scheme reveals that an employee has claimed compensation for physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments without meeting the terms and conditions, the payment shall be recovered, if payment has already taken place, with addition of the costs of the investigation and the statutory interest on the amount recovered.

Article 9 Final provision

Employers and employee organisations who are party to the CLA for the Building Trade Industry-Wide Scheme or WUTHRICH may jointly decide on further provisions in order to safeguard the proper course for the rights and obligations arising from this scheme.

Article 10 Term

The term of this scheme is five years, i.e. from 1 January 2017 through 31 December 2021.

ANNEX 9

GENERAL TERMS AND CONDITIONS OF ACCIDENT INSURANCE FOR EMPLOYEES UNDER THIS CLA, AS REFERRED TO IN ARTICLE 24 OF THIS CLA

Article 1 Definitions

In this policy, the following words have the following meanings:

1. ...'insured':
 - a. All employees working in: plastering, finishing, ceiling and wall trade, terrazzo/flooring trades, as referred to in Article 2 of the CLA for the Building Trade Industry-Wide Scheme, insofar as they are insured for the purposes of compliance with social insurance laws by UWV Bouwnijverheid, evidenced by being recorded on the collective salary statement to be submitted annually by the employer to UWV Bouwnijverheid.
 - b. And insofar as the employees are working in an employment relationship that is based on a working week of at least 10 work hours. The age limit is age 70.
2. ...'accident': a sudden, unintended, damage-causing incident within the insurance period that results in the death or permanent disability of the insured.
3. ...'permanent disability': irreparable loss of function or ability to work, regardless of the insured's profession.
4. ...'parties': insurers, brokers, contracting party and the insured.
5. trust office: APG, the trust office for the Building Trade.

Article 2 Premium obligation

1. The amount of the premium shall be set by the parties to the CLA annually.
2. As of 1 January 2017, the employer's contribution comes to € 0.13 per employee for each social insurance day.

Article 3 Premium payment

1. The collection of premiums, as referred to in Article 2, shall be entrusted to the trust office. The employer is acquitted of the obligation to pay premiums by paying the amount owing to the trust office.
2. The employer owes the premiums, as referred to in Article 2, at the end of each calendar year for the entire calendar year. Contributions must be paid to the trust office per 4-week period or per month as an advance.
3. The employer is required to report actual wage figures for each payroll period of four weeks or one calendar month. If the employer has not met these obligations, the employer will then owe the fixed interest from the fifteenth day following the payroll period in question. The fixed interest is equal to statutory interest.
4. If the employer has not met the obligations referred to in paragraph 2, the employer shall owe late payment interest from the fifteenth day following the day for which the advance had been set. Late payment interest is equal to statutory interest.
5. The board is authorised to waive collection of interest in whole or in part.
6. The trust office is authorised to implement the provisions of paragraphs 3 and 4.
7. If the employer does not comply with the premium obligations, the foundation has an independent right to collection vis-à-vis the employer. In all events, the premium is immediately due and payable on 31 December for the entire calendar year.

Article 4 Extent of risk coverage

1. Risk coverage includes drowning, asphyxiation, breathing hazardous substances, any form of non-bacterial acute poisoning (including consumption of toxic food or drink), freezing, sunstroke, exhaustion and hardship if isolated from the outside world as a result of any disaster (flooding, shipwreck, emergency landing, crashing, and so forth), as well as all personal risk in connection with attempts to save or rescue human or animal life or property.
2. The insurers waive the right to invoke any authorisation under Article 276 of the Commercial Code in the case of damages, with the exception of the provisions of Article 3.

Article 5 Limitations to the risk coverage

1. Risk coverage does not include:
 - a. accidents intentionally caused by interested parties covered by the insurance;
 - b. the consequences of splitting of the atom by unnatural causes or any other application of atomic energy;
 - c. accidents directly connected with war, civil war, occupation, invasion, revolution, military service (other than practice drills in peacetime), deportation and imprisonment;
 - d. accidents due to participating in:
 1. cycling competitions;
 2. horse racing and jumping competitions;
 3. competitions with motor vehicles, whereby either an element of speed dominates – in all events this does not include endurance/skills trials, treasure hunts, orientation trips, etc. – or they are not held in the Netherlands, or they are longer than 24 hours, as well as preparation or training for such events;
 - e. hunting accidents when hunting large game outside of Europe, bob-sledding and mountain climbing and glacier excursions which require alpine experience and equipment.
2. No claim to benefits will be granted under this insurance policy for:
 - a. hernias and fractured discs, unless the insured can prove that the fracture was caused by something outside the body;

- b. accidents the insured was subjected to during the time that he/she obviously used narcotics or intoxicants or stimulants other than on medical prescription, and was not in any condition to take measures to prevent an accident from happening, unless there is no causal connection between the 'use' and the 'accident'; alcoholic drinks are not considered to be such substances;
- c. accidents caused because the insured was in a state of morbidity.

Article 6 Area of coverage

1. This insurance policy covers the whole world.
2. Air travel is only covered if the trip is made as a passenger and then only if this does not take place in a military jet aircraft.

Article 7 Benefits for permanent disability

1. Total permanent disability is assumed if there is complete loss or total inability to use both arms or hands, both legs or feet, one arm or hand and one leg or foot, complete blindness, incurable mental disease, and total incurable paralysis.
2. Benefits for permanent partial disability are proportional to the degree of disability. Permanent partial disability shall be allotted *inter alia* according to the percentages given below for complete loss or total disability of:
 - arm or hand 75%
 - leg or foot 70%
 - thumb 25%
 - index finger 20%
 - ring finger or middle finger 12%
 - little finger 10%
 - big toe 10%
 - any other toe 5%
 - sight in one eye 60%
 - hearing in one ear 30%
 - hearing in both ears 65%.
3. For partial loss or partial disability, a proportional percentage will be paid. For loss or disabling of several fingers of the same hand, benefits paid shall never be higher than for the loss or disability of an entire hand. For loss or disability of body parts or organs, benefits paid shall never be higher than the insured amount for total disability.
4. All the incidents of disability not listed in the table shall be determined by an expert appointed by the insurers for that purpose, with due observation of the ratios given in this table.
5. For loss or disability of a body part or organ that was partially damaged or partially disabled before the accident, the benefits shall be proportional to the increased degree of disability caused by the accident.
6. If no benefits have been paid for permanent disability within six months of the accident, the insurers shall, from that time, compensate by paying interest of 6% per annum on the amount that will ultimately be owing on account of the permanent disability. Benefits for permanent disability must be determined no later than 2 years after the accident.

Article 8 Obligations when an accident occurs

1. One is obliged to give notification of all the special conditions pertaining to the accident and its consequences within one week of the consequences having been revealed, and particularly to fully and truthfully complete the accident forms and to provide all the required information that is pertinent fully and truthfully. The requisite accident forms are available from the secretary to the supervisory committee (by telephone), who also provides information. The requisite accident forms are also available from the parties to this CLA.
2. In the case of an accident, the insured must ensure the required medical treatment is obtained and furthermore cooperate in everything that will promote recovery or prevent complications.
3. Following an accident, the insured must give the insurers an opportunity for a medical examination by a medical professional designated by the insurers at a time and place to be determined by that medical professional. The costs associated with any necessary care in a facility for the said purpose shall be borne by the insurers.
4. For a fatal or life-threatening accident, the interested parties are required to report this to the Brokers by telegram or express mail within 72 hours, or in any case before the funeral or cremation, and immediately send in all the special conditions that they have or will have available, in accordance with paragraph 1.
5. If reporting referred to in paragraphs 1 and 4 has not taken place on time, any claim to benefits shall be cancelled unless it can be demonstrated to the satisfaction of the insurers that no blame can be reasonably attached to the interested party or parties for the late notification or that the interests of the insurers have not be damaged thereby.
6. Interested parties are obliged to reasonably consent to cooperate as requested by the insurers in an investigation into the cause of death, upon penalty of loss of any claim to benefits.

Article 9 Disputes

Any disputes of whatever nature arising from this agreement, including those that are considered as such by one of the parties, shall be settled by arbitration to the exclusion of the ordinary courts. The party who desires the arbitration shall inform the counterparty thereof in writing and request appointment of three arbitrators by the sub-district court of Rotterdam. The arbitrators shall decide the rules for the proceedings. The arbitrators shall pronounce judgment as good citizens in fairness and likewise decide on the costs of arbitration. They shall be empowered to extend the period of their duties if they find it necessary. Before a dispute between the insured and the insurers regarding benefits following an accident is submitted to arbitration, the dispute may be brought before the Supervisory Committee for Collective Accident Insurance. The Supervisory Committee will settle the dispute with the goal of reaching a reasonable compromise between the insured and the insurer.

Article 10 Notifications

All notifications that the parties wish to send or are obliged to send are considered effectuated as soon as they have been sent to Wuthrich Makelaars en Assurantie en Assuradeuren in Utrecht, or brought to their attention in a different manner.

Address: Wuthrich Makelaars en Assurantie en Assuradeuren
P.O. Box 14092
3508 SC Utrecht
The Netherlands

Article 11 Commencement and termination of risk coverage

Risk coverage for new employees commences on the day that the employment relationship begins at 0:00 a.m. The risk coverage ends on the 28th day (at midnight) after the day on which the employment relationship has terminated. These terms must be within the period of the insurance coverage.

Article 12 Beneficiaries

1. In the event the employee dies, benefits shall be paid to the employee's spouse, if the employee is married at the time of death. If the employee is unmarried (or in the case of simultaneous decease), then benefits shall be paid to the testamentary heirs, or in the absence hereof to the legal heirs.
2. In derogation from the foregoing, the employee may designate one or more other people as beneficiaries, in which case those designated are considered beneficiaries from the time that the insurers or the brokers have received notification thereof.
3. In cases of disability, benefits shall be paid to the insured directly.
4. Designation of the beneficiary is irrevocable for the contracting parties.