

THE TERMS OF EMPLOYMENT FOR POSTED WORKERS IN THE EU ACT [WAGWEU] AND THE CORE PROVISIONS OF THE COLLECTIVE AGREEMENT FOR THE CONSTRUCTION & INFRASTRUCTURE SECTOR [CAO BOUW & INFRA]

**Collective agreement provisions for
posting from other EU member states**

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Introduction

WagwEU

- » This publication clarifies which provisions from the Collective Agreement for the Construction & Infrastructure Sector [cao Bouw & Infra] apply to an employee who:
 - lives and works in a country within the European Union (EU),
 - performs temporary construction or infrastructure work in the Netherlands, while he or she
 - remains employed by his foreign employer.
- » The foreign employer is established in the EU and performs temporary work in the Netherlands for a Dutch client.
- » This is referred to as posting and is set out in the Terms of Employment for Posted Workers in the EU Act [WagwEU].

Posting of workers

- » The core provisions of the Collective Agreement for the Construction & Infrastructure Sector [cao Bouw & Infra] apply to posted employees during the first twelve months.¹ These core provisions are fully included in this publication.
- » Starting from the thirteenth month all universally binding provisions of the Collective Agreement for the Construction & Infrastructure Sector apply to these employees.² The universally binding provisions of the collective agreement are not included in this publication. They can be found at www.tbbouw.nl.

Posting by a temporary employment agency

- » If the posted employee is an agency worker, the following collective agreement provisions apply:
 - during the first twelve months: the universally binding core provisions of the Collective Agreement for Temporary Agency Workers of the Dutch association of temporary employment agencies ABU.³
 - starting from the 13th month: all universally binding provisions of this collective agreement.During both periods, the additional provisions from the Collective Agreement for the Construction & Infrastructure Sector also apply. See the publication '[Agency work in construction & infrastructure](#)'.
- » There are three exceptions to this general rule. The same regulations apply to the posted agency worker as to the posted employee who is not an agency worker, if the temporary employment agency:
 1. makes agency workers available to employers in the construction and infrastructure sector as its main activity and this temporary employment agency is also not a member of ABU or NBBU,⁴ and/or
 2. is part of a construction and infrastructure company and/or
 3. is a jointly agreed labour pool that makes workers available to employers in the construction & infrastructure sector.

¹ Under the provisions of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act (Wet AVV), this period of twelve months can be extended to a maximum of eighteen months under certain conditions.

² The provisions on procedures, formalities and conditions for entering into and terminating the contract of employment and supplementary company pension schemes are excluded.

³ Can be extended to a maximum of 18 months under certain conditions.

⁴ In this context, 'main activity' means that the temporary employment agency makes available employees to employers in this sector for more than 50% of the annual wage bill. ABU or NBBU: see www.abu.nl and www.nbbu.nl.



Obligations of the hirer

- » The hirer ensures that the foreign employer complies with the applicable regulations from the Collective Agreement for the Construction & Infrastructure Sector.
- » The hirer makes a provision for this in his or her contract with that employer. If the hirer himself or herself does not conclude a contract with the foreign employer, he or she will ensure that this provision is included in the contract with that employer.
- » The hirer checks whether the foreign employer has made an advance notification about the arrival of the posted worker(s) to the Dutch online notification portal [online meldloket](#) [Login (postedworkers.nl)]. He or she will also check whether the notification is correct.

Reading guide

- » This publication is a practical elaboration of clause [10.4](#) and [Annex 6](#) of the Collective Agreement for the Construction & Infrastructure Sector.
- » In the next section, the core provisions of the Collective Agreement for the Construction & Infrastructure Sector are fully included. The adjustments to content as prescribed in [Annex 6](#) of the collective agreement have been incorporated in this section.
- » In the core provisions the concepts 'construction site employee' and 'UTA employee' occur frequently. The meaning can be explained as follows.
 - Construction site employee: an employee who performs work on the construction site. For instance, a carpenter, bricklayer, block paver or crane operator. Construction site positions are listed in [Annexes 1.1](#) and [1.2](#) of the collective agreement.
 - UTA employee: an employee who performs administrative or technical work. For instance, an office worker, technical draughtsman or quality controller. UTA positions are listed in [Annex 1.3](#) of the collective agreement.

To conclude

- » This publication is intended to provide insight for posted workers, foreign employers and hirers into the collective agreement provisions for posting from other EU member states
- » No rights can be derived from the text of this publication.



Core provisions of the Collective Agreement for the Construction & Infrastructure Sector [cao Bouw & Infra]

1.2 Job classification procedure

1.2.1 Construction site employee

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

1.2.2 UTA employee

- » The UTA employee is assigned a job grade in the job grade matrix shown and explained in [Annex 1.3](#). This is done by the employer.
- » The employer classifies the employee based on the activities the employee is to perform in the Netherlands, adhering to the procedure set out in [Annex 1.3](#). Replace steps 6 and 7 of the instructions shown in this annex with the following:
 - Step 6: Compare the minimum of this scale with the employee's current salary and assign the highest salary.
 - Step 7: Inform the employee of your decision.
- » The job level determines the salary the UTA employee is entitled to receive. This does not apply if the employee is subject to the starting table. The salaries are listed in [section 4](#).
- » The employer explains to the employee the reasoning behind the employee's placement in that job grade.



1.7 Settlement of wages at the termination of the employment contract

Table 1.7 Settlement of wages at the termination of the employment contract

compensation and benefits/subject	specification	means of settlement
wage/salary component	e.g. overtime, travel time pay, holiday pay	together with the wage/salary payment
holiday	unused days	paid out or the employee takes these before the end of the contract of employment
	too many days taken	may be settled
scheduled paid days off	unused days	before the end of the contract of employment, on consultation with the employer (see clause 1.7.2)
	too many days taken	not settled, unless... (see clause 1.7.2)
additional scheduled paid days off for older employees	unused days	paid out or the employee takes these before the end of the contract of employment
	too many days taken	may be settled

1.7.1 What does this concern?

- » Table 1.7 shows how the employer and employee together handle settlement of wages at the end of employment.

1.7.2 Exceptions in regard to settlement of scheduled paid days off

- » If the employee has taken too many scheduled paid days off, these may be settled against the employee's pay however:
 - if the employee is the party who terminates the contract of employment; or
 - in the event of dismissal due to gross misconduct on the part of employee.

2.2 Standard provisions and non-standard provisions

2.2.1 In general

- » Table 2.2 shows the main components of the standard provisions and non-standard provisions.
- » If the employer engaging a posted worker applies non-standard provisions, these provisions apply to that employee as well.

2.2.2 Payment of wages/salary

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



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

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

Table 2.2 Main components of the standard provisions and non-standard provisions.

subject	standard provisions applies to all employees	non-standard provisions thresholds for deviating from the standard provisions
Standard work week	40 hours per week and 8 hours per day (both on average).	
	Both averaged over a period of 13 weeks.	Both averaged over a period of no more than 26 weeks (infrastructure: max. 52 weeks).
Work week/workdays	- Monday to Friday. - 5 days.	- Monday to Saturday. - No more than 5 days on average, measured over a period of 4 weeks.
Working hours per day	Max. of 9 scheduled working hours.	- Maximum scheduled working hours: 10. - Aged 16 or 17: max. 9 scheduled working hours.
Normal working hours: construction site employee	- Between 07:00 and 19:00 (for tide-dependent work: 06:00 - 19:00). - The scheduled hours must remain within these normal working hours.	- Between 06:00 and 19:00. - Scheduling an employee outside the normal working hours is permitted. - The unusual working hours allowance applies to working outside the normal working hours on Monday to Friday (see clause 5.3).
Working on Saturday	- Saturday is not a normal working day. - The employer may insist that the employee work on a Saturday no more than 5 times per year. The work week remains 5 days however.	The employer may insist that the employee work on a Saturday.
	The unusual working hours allowance applies to all hours worked (see clause 5.3).	
Working on Sunday*	- Sunday is not a normal working day. - An employee cannot be required to work on a Sunday. - The unusual working hours allowance applies to all hours worked (see clause 5.3).	
Overtime	- Overtime refers to the hours worked above those scheduled for the employee. - Overtime allowance: see clause 5.7.	



subject	standard provisions applies to all employees	non-standard provisions thresholds for deviating from the standard provisions
Work schedule: general	<p>The employer sets the daily and weekly rest periods, observing the following conditions:</p> <ul style="list-style-type: none"> - The work schedule is set in prior reasonable consultation with the employee; - The employer takes into account the employee's personal situation; - The employer sets a work schedule that ensures, as far as possible, a regular and predictable working pattern; - The work schedule meets the requirements of the standard provisions or, where applicable, the non-standard provisions; - The work schedule clearly states the starting and ending time for each working day; - The work schedule is available to the employee at least 14 days in advance; this may only be later if the employee agrees to this. 	
Work schedule: differences	The employer also shows the start and end date of the 13-week period for the average working hours.	The employer also shows the start and end date of the 26-week period for the average working hours (for infrastructure: a period of max. 52 weeks).
Other aspects	<ul style="list-style-type: none"> - Additional conditions are shown in clauses 2.2.1 to 2.2.3. - Components of the working hours and rest periods not covered above are subject to the provisions of Annex 3. 	<ul style="list-style-type: none"> - Additional conditions are shown in clauses 2.2.1 to 2.2.3 and clause 2.3. - Components of the working hours and rest periods not covered above are subject to the provisions of Annex 3.

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

2.3 Non-standard provisions: additional conditions

2.3.1 Conditions for deviating from the standard provisions

- » The employer may apply the non-standard provisions under the following conditions.
- » The employer must have first agreed this in writing with:
 - the body through which employees of the employer have a say in the business, and
 - at least 70% of the employees concerned (this cannot be arranged through individual contracts of employment).
- » The employer organises the consultation process with the body through which employees of the employer have a say in the business and the employees concerned. The body through which employees of the employer have a say in the business may be represented by one or more trade union representatives.
- » The period over which the agreed non-standard provisions will be in effect is stated in the documents setting out this arrangement. This period may not extend beyond the term of this collective agreement. The arrangement may not be tacitly renewed.



- » The employer will inform the parties to the collective agreement about the agreements made via the digital desk of the administrative office for the sector Technisch Bureau Bouw & Infra at (www.tbbouw.nl). The employer also submits documentation proving that the required agreement by the body through which employees of the employer have a say in the business and the employees has been received.
- » Until the non-standard provision agreement is reported to Technisch Bureau Bouw & Infra, the standard provisions apply to the company.
- » The employer evaluates the implementation of the agreements made and notifies the parties to the collective agreement of the findings. This is also done via the website of Technisch Bureau Bouw & Infra.

2.3.2 Conditions for deviating from the non-standard provisions

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

2.4 Shifted hours for infrastructure works

2.4.1 What does this concern?

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

2.4.2 Shifted hours compared to the standard provisions

- » Standard work week: an average of 40 hours per week averaged over a period of 13 weeks.
- » Normal working hours: starting work before and/or ending work after the normal working hours as specified in the standard provisions is permitted if the employer and the employee have agreed to this in writing.
- » Saturday/Sunday: though these are not deemed to be normal working days, working on Saturday and/or Sunday is permitted, in which case the shifted hours for infrastructure works arrangement applies.
- » Allowances: the allowance for working shifted working hours for infrastructure works as specified in clause [5.15](#) applies; the unusual working hours allowance does not apply.
- » Work schedule: in unforeseen circumstances, the employer may deviate, without consultation, from the provision that the employer must provide the employee with the work schedule at least 14 days in advance.



2.4.3 Additional provisions

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

2.5 Maintenance work on Saturday

2.5.1 What does this concern?

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

2.5.2 Conditions

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



2.6 Shift work

2.6.1 Who does this concern?

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

2.6.2 Hours of work and normal working hours

- » For shift work according to a rotation schedule, the following rules apply to the hours of work and the normal working hours.
 - For a 2-shift rotation, employees may work a maximum of 80 hours over a two-week period.
 - For a 3-shift rotation, employees may work a maximum of 120 hours over a three-week period.
 - The normal working hours for shift work are between 00:00 on Monday to 24:00 on Friday.

2.6.3 Allowance

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

2.7 On-call duty

2.7.1 What does this concern?

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

2.7.2 Allowance

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

2.7.3 Additional conditions

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

2.7.4 Alternative provisions

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



2.8 Overtime

2.8.1 What does this concern?

- » Overtime means working more than the scheduled hours as set out under this collective agreement.
- » The employee is not obliged to work overtime.
- » Overtime allowance: see clause 5.7.

2.8.2 Conditions for construction site employees

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

2.8.3 Routine overtime for UTA employees

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

3.1 Annual leave

Table 3.1 Number of days of annual leave per calendar year

age	up to the age of 18		18 years and older
	construction site employees	UTA employees	construction site and UTA employees
total	29	27	25
- statutory minimum	20	20	20
- above the statutory minimum	9	7	5

3.1.1 Number of days of annual leave

- » Table 3.1 shows the number of days of annual leave that the employee accrues per calendar year. The construction site employee receives one extra day of vacation in any year that has five consecutive working days between Christmas and New Year's Day.



- » The figures from [table 3.1](#) apply to the employee:
 - who has been employed by the employer throughout the calendar year; and
 - who has been in that particular age category throughout the calendar year.
- » If the employee only works for the employer for a part of the year, the employee's annual leave entitlement is calculated in proportion to the period of his or her employment with the employer during that year.
- » If the employee turns 18 in the course of the calendar year, the annual leave entitlement will be calculated in proportion to the part of the year the employee was, respectively, younger than and older than 18.
- » If the employee works part time, the employee's days of leave are calculated in proportion to the contracted working hours.

3.1.2 Pay during annual leave

- » The employer pays the employee's wages during periods of annual leave in compliance with the provisions of [Section 7:639 of the Dutch Civil Code](#).
- » This wage consists of the wage components the employer would have had to pay the employee for the work under the contract of employment if the employee had worked on the day that he or she is on annual leave. Annual leave pay does not include reimbursement of costs the employee would normally incur in the performance of his or her work.

3.1.3 Annual leave and sickness

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

3.1.4 Taking annual leave: general

- » The basic principle is that the employee first takes the days of statutory annual leave and then any days of contractual annual leave.
- » The employer will schedule the periods of annual leave taking into account the employee's wishes. The employer may only deviate from the employee's wishes if:
 - the employee taking annual leave at that time would endanger the continuity of the business and
 - the employer has informed the employee of this decision in writing within two weeks of the employee asking to take these days off.



3.1.5 Taking annual leave: construction site employee

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

3.1.6 Taking annual leave: UTA employee

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

3.1.7 Pay for days of additional leave for older employees

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

3.2 Scheduled paid days off

Table 3.2 Scheduled paid days off per calendar year

employee	number of scheduled paid days / hours off		
	total	of which collective**	of which unrestricted
construction site employee	20 days (160 hours)	10 days (80 hours)	10 days (80 hours)
UTA	15 days (120 hours)	0 days (0 hours)	15 days (120 hours)

** See clause 3.2.3.

3.2.1 Number of scheduled paid days off

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

3.2.2 Pay during scheduled paid days off

- » On scheduled paid days off the employer continues to pay the employee's wages.



3.2.3 Taking scheduled paid days off

- » The scheduled paid days off are scheduled according to the employee's wishes. The employer may only deviate from the employee's wishes if:
 - the employee taking one or more scheduled paid days off at that time would endanger the continuity of the business and
 - the employer has informed the employee of this decision in writing within two weeks of the employee asking to take these days off.
- » Collective scheduled paid days off only apply to construction site employees. These days off are scheduled by the employer, in good and timely consultation with the Works Council. If there is no Works Council, this consultation is with the employees concerned of the hiring employer or, if the employees prefer, a delegation of employees chosen by the employees of the hiring employer.
- » Collective scheduled paid days off can also be scheduled as hours off instead.
- » For each calendar year, the employer draws up and records a list of the date/hours on which the employee is scheduled to take collective scheduled paid time off and gives the employee a copy of this list at least 10 days before the start of the new calendar year. The list may cover a period of less than one full calendar year if this has been agreed in advance.
- » If the employer fails to give this list to the employee and continues to fail to do so after the employee or one of the trade unions has demanded this list, the parties to the collective agreement will ensure on their own that this is done.
- » Unused scheduled paid days off lapse at the end of the calendar year.

3.2.4 Scheduled paid days off and sickness

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

3.2.5 Value of a scheduled paid day off for a UTA employee

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

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

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

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



3.3.1 Number of additional scheduled paid days off

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

3.3.2 Pay during additional scheduled paid days off

- » The employer pays the employee the employee's contracted wages or salary on a day that the employee takes an additional scheduled paid day off.

3.3.3 Taking additional scheduled paid days off

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

3.3.4 Additional scheduled paid days off and sickness

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

3.4 Public holidays

3.4.1 Public holidays recognised in the collective agreement

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



3.6 Short periods of absence

In the cases set out in clauses 3.6.1 to 3.6.3, the employee is entitled to paid leave for a maximum total of 24 hours per calendar year. The employer pays the employee's wages or salary for these hours of leave.

3.6.1 Family celebrations/situations (paid leave)

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

3.6.2 Medical reasons (paid leave)

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

3.6.3 Other situations with paid leave

- » An employee is also entitled to paid leave:
 - for non-Christian religious holidays/festivals;
 - for a physical examination or periodical health assessment (for work or military service for example)
 - to move house;
 - to sit an exam,
 - to attend a meeting of the trade unions, insofar as the employee is a member of the trade union and has been personally invited,
 - to register as a jobseeker with employment insurance agency UWV and apply for a job after being notified that he or she has been made redundant,
 - to take a retirement preparation course;
 - to exercise the right to vote; and
 - to fulfil legal obligations imposed on him or her personally.

3.6.4 Financial compensation

- » If the employee is seriously ill or has had a serious accident and, as a result, it appears that the employee will need to take more than 24 hours of unpaid leave in a year, the employer and the employee will, together, endeavour to find a suitable solution for this situation. If the employee concerned is being treated by a doctor or therapist, the following applies in any case. From the 25th hour that the employee needs to take leave for his or her treatment, the employer pays at least 50% of the fixed agreed wage or salary.



3.6.7 General provisions

- » The following rules apply to leave as described in clause 3.6.
 - The leave is scheduled in consultation with the employer.
 - The employee must inform the employer at least one day in advance or, if this is not possible, as soon as possible.
 - The employee informs the employer of the reason for taking the leave; the employer may ask for supporting documentation.
 - If the employee requesting leave is a construction site employee who has to work far from home, as referred to in clause 5.13.1, the employee is entitled to reimbursement of the travel expenses he or she incurs by taking this leave. The maximum reimbursement is the cost of travelling to the employee's place of residence and back, calculated in accordance with clause 5.9.

4.2 Guaranteed wage for employees aged 21 or older

Table 4.2 Guaranteed wage for construction site employee aged 21 or older (in euros per hour)

job group	1/1/2022 (period 1)
A	14.97
B	15.84
C	16.84
D	18.01
E	18.91

4.2.1 Who does table 4.2 apply to?

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

4.2.2 Exceptions

- » If the construction site employee is taking part in vocational training in the construction & infrastructure sector, table 6.3.2 applies.
- » Starting table: if the employee has not previously worked in the construction and infrastructure sector, the provisions of clause 4.5 apply.



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

Table 6.3.1 below replaces clause 4.3 of the collective agreement.

Table 6.3.1 Guaranteed wage for construction site employees aged 16 to 20, inclusive (in euros per hour)

age	vocational qualifications in construction & infrastructure?	1/1/2022 (period 1)
16	no diploma	5.98
17	no diploma	6.74
	diploma	8.72
18	no diploma	8.22
	diploma	10.30
19	no diploma	9.72
	diploma	11.89
20	no diploma	11.22
	diploma	13.87

4.4 Guaranteed wage for apprentice employees

Table 6.3.2 below replaces clause 4.4 of the collective agreement.

Table 6.3.2 Guaranteed wage for apprentice employees taking part in vocational training in the construction & infrastructure sector (in euros per hour)

age	1/1/2022 (period 1)
16	4.96
17	5.72
18	6.57
19	7.60
20	8.92
21 or older	12.95



4.5 Starting table for construction site employees

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

age	max. duration	1/1/2022 (period 1)	1/7/2022 (period 7)
16	first six months	4.07	4.12
	second six months	4.71	4.74
17	first six months	4.63	4.69
	second six months	5.34	5.37
18	first six months	5.79	5.86
	second six months	6.60	6.65
19	first six months	6.91	6.99
	second six months	7.85	7.90
20	first six months	8.78	8.89
	second six months	9.59	9.67
21 or older	first six months	11.21	11.34
	second six months	12.46	12.55

4.5.1 Who does table 4.5 apply to?

- » Table 4.5 shows the guaranteed wage for a construction site employee who has not previously worked in the construction & infrastructure sector. The starting table applies for a maximum of one year.
- » Exception: the starting table does not apply while the employee is taking part in vocational training in the construction & infrastructure sector, nor after obtaining a diploma for such training.

4.5.2 Calculation of the guaranteed wage

- » In the first six months of employment, the guaranteed wage is equal to, as applicable, the statutory minimum wage/the statutory minimum youth wage plus 25% of the difference between the relevant statutory minimum wage and the guaranteed wage shown in:
 - Table 4.2, job grade A (21 years or older); or
 - Table 6.3.1, no diploma (16 to 20 years inclusive).
- » In the second six months of employment, the guaranteed wage is equal to, as applicable, the statutory minimum wage/the statutory minimum youth wage plus 50% of the difference as described above.

4.6 Performance bonus

4.6.1 What does this concern?

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



4.6.2 Relationship with guaranteed wage

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

4.7 Rules relating to payment of wages

4.7.1 Pay period

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

4.7.2 Payslip

- » The employer will provide the employee with a payslip, either in print or digital, with each wage payment.
- » The payslip specifies the gross pay, split into the guaranteed wage and the relevant allowances, premiums, bonuses and such, and deductions and contributions.
- » In addition, the employer will provide, with each wage payment, a statement of the remaining days of annual leave, scheduled paid days off and additional scheduled paid days off for older employees.

4.8 Salary: introduction

4.8.1 Converting monthly salary into four-week salary

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

4.8.2 Full-time and part-time work

- » The amounts shown for salaries in tables [4.9](#), [4.10](#) and [4.11](#) apply to UTA employees who work a standard work week according to [table 2.2](#).
- » If the UTA employee works part time, the employee's days of leave are calculated in proportion to the contracted working hours.



4.9 Salary for employees aged 21 or older

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

job grade	1/1/2022 (period 1)	
	minimum	maximum
1	2151.14	2830.48
2	2364.55	3155.43
3	2637.96	3563.56
4	2995.04	4103.44
5	3460.31	4805.13
6	4065.05	5713.95

4.9.1 Who does table 4.9 apply to?

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

4.9.2 Increase in salary

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

4.9.3 Salary during BBL level 4 training

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

4.10 Salary for employees aged 16 to 20 (inclusive)

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

age	job grade	1/1/2022 (period 1)	
		minimum	maximum
16	1	752.89	990.67
	2	827.56	1104.41
17	1	860.46	1132.19
	2	945.81	1262.15
18	1	1075.56	1415.26
	2	1182.29	1577.72
19	1	1344.44	1769.05
	2	1477.84	1972.15
	3	1648.71	2227.24
20	1	1613.35	2122.87
	2	1773.39	2366.58
	3	1978.48	2672.69



4.10.1 Who does table 4.10 apply to?

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

4.11 Starting table for UTA employees

Table 4.11 Starting table for UTA employees (in euros per month)

age	1/1/2022 (period 1)		1/7/2022 (period 7)	
16	677.60		677.60	
17	774.42		774.42	
18	968.02		968.02	
19	1210.00		1210.00	
20	1452.01		1452.01	
	first six months	second six months	first six months	second six months
21 or older	1831.54	1938.07	1854.94	1953.67

4.11.1 Who does table 4.11 apply to?

- » [Table 4.11](#) shows the salary for a UTA employee who has not previously worked in the construction & infrastructure sector. The starting table applies for a maximum of one year.

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

- » In the starting table, the salary of a UTA employee aged 21 or older is calculated as follows:
 - in the first six months of employment, the monthly salary is equal to the statutory minimum wage (per month) plus 25% of the difference between the relevant statutory minimum wage (per month) and the minimum monthly salary shown for job grade 1 in [table 4.9](#); and
 - in the second six months of employment, the monthly salary is equal to the statutory minimum wage (per month) plus 50% of the difference as described above.

4.12 Pay increases

Table 4.12 Collective pay increase and one-off payment

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

4.12.1 Application

- » The employer applies the collective pay increase referred to in [table 4.12](#) to the employee's actual remuneration, i.e. the employee's contracted wages or salary.



- » The one-off payment referred to in [table 4.12](#) is 1.0% of the fixed contracted wage over the year or the annual salary (exclusive of holiday pay), calculated in proportion to the period of his or her employment in 2021. An employee who has a contract of employment on 1 December 2021 will receive the one-off payment in December 2021. An employee whose contract of employment terminates between 1 August 2021 and 1 December 2021 will receive the one-off payment in the final settlement.

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

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

4.13 Holiday pay

4.13.1 Holiday pay scheme

- » The employee is entitled to holiday pay amounting to 8% of the fixed contracted wage or salary. Holiday pay is paid out each pay period.
- » The holiday pay may never be less than the amount stated in [Article 16\(2\)](#) of the Dutch Minimum Wage and Minimum Holiday Pay Act [Wet minimumloon en minimumvakantiebijslag].

5.1 Professional driver

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

after driving with no damage for	allowance/bonus 1/1/2022
one quarter (3 months)	€11.05 allowance per quarter
two quarters (6 months)	€12.35 allowance per quarter
three quarters or more	€13.50 allowance per quarter
three years or more	€19.03 bonus per year (in addition to the allowance)

5.1.1 Only for the job as driver

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

5.1.2 Damage-free driving

- » The driver is deemed to have driven damage-free if the vehicle has not incurred any damage or, if it has been damaged, this was not the fault of this driver.
- » If the vehicle has been damaged and this is the employee's fault, he or she will not receive an allowance and/or bonus for that quarter and accrual of damage-free time will start from null from the following quarter.



5.2 On-call duty

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

days	minimum allowance (per day) 1/1/2022
Monday to Friday	€13.59
Saturday	€20.91
Sunday or a public holiday recognised in this collective agreement	€27.18

5.2.1 What does this concern?

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

5.3 Unusual working hours

Table 5.3 Unusual working hours premium

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

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

5.3.1 Construction site employee

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

5.3.2 Exceptions regarding construction site employees

- » Saturday as mandatory working day: under the standard provisions, the employer may designate up to five Saturdays per year as mandatory working days. Contrary to the percentage shown in table 5.3, for an employee working within the normal working hours a premium of 20% instead of 35% applies on those Saturdays.



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

5.3.3 UTA employee

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

5.5 Hand tools

5.5.1 Own hand tools

- » If the carpenter, block paver, bricklayer or tiler uses his or her own hand tools, the employee is entitled to a hand tool allowance as described in clause [5.5.2](#).
- » This does not apply if the employer provides the employee with the hand tools either temporarily or permanently.

5.5.2 Allowance

- » The carpenter or block paver receives €0.78 net per day worked from 1 January 2022.
- » The bricklayer or tiler receives €0.56 net per day worked from 1 January 2022.

5.5.3 Alternative provisions

- » The employer may agree alternative provisions with the Works Council. See clause [10.9](#).



5.7 Overtime

5.7.1 Construction site employee

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

Table 5.7.1 Overtime premium for construction site employees

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

5.7.2 Time off in lieu of premium

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

5.7.3 Exceptions regarding construction site employees

- » If the construction site employee works overtime during unusual working hours as described in [clause 5.3](#), and if the allowance for working unusual working hours is higher than that for working overtime, the unusual working hours allowance will apply instead of the overtime allowance.
- » If the construction site employee works overtime while performing tide-dependent work, he or she is entitled to an allowance, as shown in [table 5.7.3](#).

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

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

5.7.4 UTA employee

- » If, at the request of the employer, the UTA employee works substantial overtime, the employer will inform the employee in writing how this time will be compensated.



- » If the employer fails to do so or if the hourly compensation is less than the hourly wage, an employee with a job in a job grade of 1, 2 or 3 is entitled to at least one hour in lieu or one hour's wages for each hour of overtime.

5.7.5 Additional provisions concerning overtime

- » Clause 2.8 sets out the other provisions regarding overtime.

5.8 Shift work

Table 5.8 Shift premium for construction site employees

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

5.8.1 What does this concern?

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

5.9 Travel expenses

Where reference is made to 'commute' and to 'travel to and from work' in clause 5.9.1 and 5.9.2, this means travel between work and the employee's temporary place of residence in the Netherlands.

5.9.1 Construction site employee

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



Table 5.9.1 Travel allowance for construction site employees

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

5.9.2 Construction site employees: additional provisions

- » The employer determines which type of transport from [table 5.9.1](#) the construction site employee will use for the commute.
- » Travel to and from work will be done as much as possible in groups.
- » The employer may agree alternative provisions with the Works Council. See clause [10.9](#).

5.9.3 Driver's allowance for construction site employees

- » The construction site employee is entitled to a driver's allowance as shown in [table 5.9.3](#) if the employee:
 - takes one or more fellow employees along on his or her commute to and from work; and
 - the vehicle is not one provided by the employer; and
 - the employee does this at the employer's request or has transported the fellow employees over a period of at least two weeks.
- » The allowance applies to each working day on which the employee takes one or more fellow employees along.
- » The allowance is paid at the end of each pay period.

Table 5.9.3 Travel allowance for construction site employees

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

5.9.4 UTA employee: commuting

- » The UTA employee is entitled to a travel allowance of €0.19 per km for their commute.
- » Exceptions:
 - The UTA employee is not entitled to this allowance if the employer has arranged a company car or an annual pass for public transport for the employee.

5.9.5 UTA employee: business travel

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



5.9.6 UTA employee: exceptional circumstances

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

5.10 Travel time

In the context of clause 5.10 'home' means the temporary residence in the Netherlands and 'place of residence' means the posted worker's temporary place of residence in the Netherlands.

5.10.1 What does this concern?

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

5.10.2 Travel time reimbursement

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

5.10.3 Determining the number of travel hours

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



Table 5.10.3 Standards for commuting travel time allowance for construction site employees travelling by car

number of km one way	travel hours to be reimbursed per day	
	passenger or employee travelling alone	employee (driver) who brings along one or more fellow employees
1	0.00	0.03
2	0.00	0.07
3	0.00	0.10
4	0.00	0.13
5	0.00	0.17
6	0.00	0.20
7	0.00	0.23
8	0.00	0.27
9	0.00	0.30
10	0.00	0.33
11	0.00	0.37
12	0.00	0.40
13	0.00	0.43
14	0.00	0.47
15	0.00	0.50
16	0.00	0.53
17	0.00	0.57
18	0.00	0.60
19	0.00	0.63
20	0.00	0.67
21	0.00	0.70
22	0.00	0.73
23	0.00	0.77
24	0.00	0.80
25	0.00	0.83
26	0.00	0.87
27	0.00	0.90
28	0.00	0.93
29	0.00	0.97
30	0.50	1.00
31	0.52	1.03
32	0.53	1.07
33	0.55	1.10
34	0.57	1.13
35	0.58	1.17
36	0.60	1.20
37	0.62	1.23
38	0.63	1.27
39	0.65	1.30
40	0.67	1.33



number of km one way	travel hours to be reimbursed per day	
	passenger or employee travelling alone	employee (driver) who brings along one or more fellow employees
41	0.68	1.37
42	0.70	1.40
43	0.72	1.43
44	0.73	1.47
45	0.75	1.50
46	0.77	1.53
47	0.78	1.57
48	0.80	1.60
49	0.83	1.66
50–59	1.00	2.00
60–70	1.20	2.20
71–81	1.40	2.40
82–92	1.50	2.50
93–105	1.80	2.80
106 or more	actual travel time less one hour; minimum allowance is for 1.8 hours of travel time	actual travel time; minimum allowance is for 2.8 hours of travel time

5.10.4 Other provisions

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

5.10.5 Alternative provisions

- » With regard to the provisions stated in clauses 5.10.1 to 5.10.3, the employer may agree alternative provisions with the Works Council. See clause [10.9](#).

5.11 Dry stone pitching and fascine mattress work

5.11.1 What does this concern?

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



5.13 Working far from home

5.13.1 Construction site employee

- » A construction site employee is deemed to work far from home when the location of the work is so far from the employee's home that he or she could not reasonably be expected to return home every day.
- » In this case the provisions of clauses 5.13.2 to 5.13.5 apply.

5.13.2 Travel expenses and travel time

- » For working far from home, the construction site employee is entitled to reimbursement of his or her travel expenses and travel time in accordance with the provisions of clause 5.9 and 5.10.
- » This applies:
 - for travel between work and the employee's temporary place of residence; and
 - for travel once a week from and to the employee's permanent place of residence. The travel time allowance does not apply in this case. Contrary to the provisions of clause 5.9, the employer reimburses all travel expenses and all travel time the employee incurs as a result of working far from home.

5.13.3 Meal and accommodation expenses

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

5.13.4 Sickness

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

5.13.5 Accommodation allowance for tide-dependent work

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



5.15 Shifted hours for infrastructure works

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

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

5.15.1 What does this concern?

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

5.15.2 In combination with overtime

- » An employee who works overtime during shifted working hours for infrastructure works is entitled to both the allowance for the shifted hours and the overtime allowance. See [clause 5.7](#). The overtime allowance is calculated using the fixed contracted hourly wage not including the shifted working hours for infrastructure works allowance.

5.16 Foreman

Table 5.16 Foreman allowance for construction site employees

from date	general (per week)	scaffolding installation (per week)
1 January 2022	€71.51	€35.51

5.16.1 What does this concern?

- » A foreman (male or female) is a construction site employee who supervises at least five other employees. A foreman is entitled to the foreman allowance shown in [table 5.16](#).
- » An employee classified in a job that is grouped with job grades A to D is entitled to the allowance shown under the 'general' column.
- » If the employee is classified as a scaffolding foreman, the allowance in the 'scaffolding installation' column applies.



5.17 Workwear

Table 5.17 Workwear allowance for construction site employees

type of workwear	net amount per day worked 1/1/2022
workwear	€0.91
workwear for piling works	€0.99
boots	€0.56
if exclusively rubber boots	€0.45
boots and oilskins for work on coastal structures/bank protection	€1.16

5.17.1 What does this concern?

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

5.17.2 Alternative provisions

- » The employer may agree alternative provisions with the Works Council. See clause [10.9](#).

7.2 The company's health & safety and sickness absence policy

7.2.6 Health & safety: facilities and tasks

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

7.3 Working conditions at the construction site

7.3.1 Safety and hygiene

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

7.3.2 Personal protective equipment

- » The employer pays the costs of the personal protective equipment (PPE) referred to in Dutch occupational health & safety legislation, such as a safety helmet, safety shoes, work gloves, work



clothing with UV protection, and hearing protection for example.

- » The employer provides the employee with the necessary PPE or makes this available for use by the employee. If the employer fails to do so, the employee is not permitted to work on the construction site works. This will not affect the employee's pay.
- » An employee not using the required PPE may be sent off the construction site, in which case the employer is not required to continue to pay that employee's wages for the hours not worked. See [Article 7:628 of the Dutch Civil Code](#).

7.3.3 Winter clothing

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

7.3.4 Infrastructure

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

7.3.5 Other work situations

- » Manual lifting:
 - Packaging units of cement or other raw materials weighing more than 25kg are not used at the workplace.
 - Masonry bricks and sand lime bricks weighing 14kg or more may only be handled using mechanical means.
 - Revetment stones measuring more than 30cm in length may only be handled using a suitable hoisting system.
- » Hazardous materials:
 - Where hazardous materials, i.e. substances/products that could pose a risk to health and safety, are used on the construction site, the site supervisor must have a list of these hazardous materials as well as documents that detail the precautions to be taken.
 - The handling/processing of coal tar is not permitted. Exception: tar asphalt may be thermally cleaned.
 - Solvent-rich products may not be used in enclosed spaces or indoors due to the risk of workers developing solvent-induced chronic toxic encephalopathy (CTE, also called 'painter's disease').



- » Polluting activities: Where an employer has assigned an employee to carry out activities that are very polluting in nature, the employee is entitled to refuse to do this work if the employer has not taken sufficient measures to protect the employee and/or the environment.
- » Soil survey: Where a soil survey report has been drawn up for a construction site, any employee who is assigned to work on that site has the right to inspect that report.
- » Draught-proof interior: Where, in the period between 1 September and 1 May, indoor work needs to be done in a draughty room or space, the employer will make that workspace as draught proof as possible. A space is deemed to be draft proof if it is sealed all around with glass or other material.
- » Passenger lifts:
 - The employer is required to install a passenger lift at buildings and homes where the floor of the highest level is 15 meters or more above the ground of the adjacent site. The floor of the highest level does not mean the floor of the roof, the floor of a technical room, or the platforms of scaffolding or other auxiliary structures.
 - This requirement does not apply if:
 - the floor of the highest level is between 15 and 25 meters above the ground of the adjacent site, and
 - canteen and toilet facilities have been installed on one of the intermediate floors, and
 - the distance between these facilities and, respectively, the ground of the adjoining site and the floor of the highest level is a maximum of 15 meters.
 - With regard to this obligation, the employer may agree alternative provisions with the Works Council in accordance with the provisions of clause 10.9 if:
 - there are special circumstances that prevent proper compliance with the obligation; or
 - the application of the obligation does not contribute to limiting the physical strain.
- » Tower cranes: A tower crane must have an operator's lift if:
 - the cab will be at a height of 30 metres or higher for two months or more, and
 - it is technically possible to install such a lift.
- » Lifting operations. The employer will facilitate an employee who will be working as a slinger (attaching/detaching loads) or instructing another employee in this regard to take a course for the related activities.
- » Scaffolding installation: An employee who assembles scaffolding must have a diploma at senior secondary vocational education [MBO] level recognised by the government and industry or a valid personal certificate (ISO 17024). This requirement applies to the jobs of assistant scaffolder, scaffolder, lead scaffolder, and scaffolding foreman. The diplomas and certificates are recorded in the central register of Foundation for Cooperation in Safety [Stichting Samenwerken voor Veiligheid; SSVV]. This is done by the Safe Working at Height Foundation [Stichting Veilig Werken Op Hoogte].
- » Hot weather conditions. Employers are required to provide sunscreen on the construction site. Employees are required to use either this sunscreen or bring their own.

7.3.6 Young employees

- » An employee under the age of 18 may not:
 - work under a piece-rate scheme;
 - work with or close to pile drivers, unless this is done under the supervision of an apprentice trainer;
 - work independently as a heavy equipment operator as referred to in the list of jobs for construction site employees included in [Appendix 1.1](#) under numbers 33, 35, 72, 96, 99, 100 and 101.
- » An employee aged 18 or 19 may only work independently in the job of a heavy equipment driver/operator as referred to above if the employee:



- is in training to receive his or her heavy equipment driver/operator diploma or has this diploma; and
- works under the supervision of a supervisor or an employee aged 22 or older with the same job.
- » An employee aged 20 or 21 may only work independently in the job of a heavy equipment operator as referred to above if the employee is certified as a heavy equipment driver/operator.

10.1 Terms and definitions

A

- » **Agency worker:** an employee as referred to in [Section 7:690 of the Dutch Civil Code](#).
- » **Apprentice employee:** a construction site employee who is taking part in a BBL level 2 or BBL level 3 block/day release programme in the area of:
 - construction & infrastructure
 - finishing, wood and maintenance, or
 - technical and process engineering.
- » **Apprentice trainer:** the employee who:
 - holds a valid apprentice trainer certificate and a valid apprentice trainer card from Vollandis;
 - on behalf of his or her employer, passes on trade skills and knowledge to apprentice employees in the accredited work placement company, guides and assesses them; and
 - in addition to these apprentice-trainer tasks performs productive work in any work time remaining.

B

- » **BBL** [beroepsbegeleidende leerweg]: a block/day release programme (combined work and study) provided via secondary vocational education under the Dutch Adult and Vocational Training Act [Web] for students with both a contract of employment and an education agreement. The student is given the practical training at an accredited work placement company. and attends a regional education and training centre (ROC) one day a week on average for the theoretical components of the course.
- » **BBL level 2:** block/day release programme at level 2.
- » **BBL level 3:** block/day release programme at level 3.
- » **BOL** [beroepsopleidende leerweg]: course of study provided via secondary vocational education under the Dutch Adult and Vocational Training Act [Web] for students with an education agreement only. The student takes classes at a regional education and training centre (ROC) and occasionally is placed as a trainee/apprentice at an accredited work placement company.
- » **bpfbOUW** [Stichting Bedrijfstakpensioenfondsen voor de Bouwnijverheid]: pension plan provider for the construction industry.
- » **BPVO** (contract) [beroepspraktijkvormingsovereenkomst]: the contract concluded at the start of the BBL block/day release programme between the apprentice employee, the training company or individual accredited work placement company and the educational institution concerned. This contract sets out the rights and obligations relating to the student's work-based vocational training.
- » **BW:** Dutch Civil Code.

C

- » **Cao BTER Bouw & Infra:** Collective agreement on industry-wide schemes for the construction & infrastructure sectors.
- » **Collective agreement:** 'The collective agreement' or 'this collective agreement' refers to the Collective Agreement for the Construction & Infrastructure Sector.



- » **Construction and infrastructure company:** see clause [10.2.2](#).
- » **Construction and infrastructure works/activities:** see clause [10.2.2](#).
- » **Construction consortium: a collaboration between:**
 - two or more construction and infrastructure companies, or
 - one or more construction and infrastructure companies and one or more other companies, which has as its object (or one of its objects) the completion of one or more construction/infrastructure projects. Collaboration is also understood to mean being jointly involved in or being part of the same legal entity and/or company, either directly or indirectly, as director, shareholder and/or partner.
- » **Construction site:** any place where construction/infrastructure works/activities are carried out.
- » **Construction site employee:** the employee who performs a job listed in [Annex 1.1](#), [Annex 1.2](#) or any similar position.

E

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

F

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

G

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

I

- » **In-class day:** a day on which the apprentice employee attends classes under the responsibility of the regional education and training centre (ROC).
- » **Individual accredited work placement company** [individueel leerbedrijf]: an employer who concludes a BPVO contract and a contract of employment with an apprentice employee and accordingly acts as an accredited work placement company pursuant to the Dutch Adult and Vocational Education Act [Web].
- » **Instructor:** an employee in a training company who is responsible for the training, education, assessment and supervision of the participant within the training workplace.

O

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

P

- » **Parties to this collective agreement:** the employers' associations and trade unions who have signed this collective agreement.



- » **Part-time (work):** A working week that, under the individual contract of employment, has fewer hours than a standard working week as referred to in [table 2.2](#).
- » **Pay period:** the period of four weeks or a calendar month over which the employer pays the employee the fixed contracted wage or salary and any allowances, premiums, bonuses, etc. to which the employee is entitled.
- » **Payrolling:** a Dutch construction where a 'payrolling company' who is the actual employer of the 'payrolling company worker' makes this employee available to an employer as referred to in clause [10.2.1](#).
- » **Payrolling company worker:** the worker with a contract of employment who has been made available to an employer as referred to in clause [10.2.1](#) on the basis of [Article 1\(1\)](#) of the Dutch Posting of Workers by Intermediaries Act [Wet allocatie arbeidskrachten door intermediairs (Waadi)] .
- » **Personal protective equipment (PPE):** garments, accessories or equipment intended to be worn, held or carried by a person as protection against one or more hazards that could pose a risk to that person's health or safety.

R

- » **ROC** [regionaal opleidingencentrum]: a regional education and training centre in accordance with the Dutch Adult and Vocational Education Act [Web].

S

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

T

- » **Temporary employment agency:** the employer as referred to in [Section 7:690 of the Dutch Civil Code](#).
- » **Tijdsparfond**s [Stichting Tijdsparfonds Bouw & Infra]: Time Savings Fund.
- » **Tide-dependent work:** work which can only performed in a certain time windows set according to the tides (i.e. taking into account high and low water as the result of ebb and flow).
- » **Training company:** see clause [10.2.5](#).

U

- » **UTA employee:** an employee who works in a supervisory, technical or administrative position listed in [Annex 1.3](#) or in a similar position.



V

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

W

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

10.11 Compliance survey

10.11.1 What does this concern?

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

10.13 Features of this collective agreement

10.13.4 Terminology and starting points

- » Amounts (monetary): Unless stated otherwise, all monetary amounts referred to in the collective agreement are gross amounts.
- » Full-time and part-time work: The employee in the context of this collective agreement is assumed to be an employee with a standard work week (a full-time employee). With the exception of provisions of this collective agreement that explicitly state otherwise, the provisions of this collective agreement apply in full to employees who work part-time.
- » Performance bonus system and wages for days not worked: Where a construction site employee works under a performance bonus system and the employer is required to pay this employee his or her fixed contracted wages for a day on which the employee does not work, the average performance bonus for the days worked in that pay period is included in the fixed contracted wage for each day not worked. If



the employee has not worked at all during a particular pay period, the average performance bonus over the previous pay period will serve as the benchmark.



Colophon

Published by

On the instructions of the parties to the Collective Agreement for the Construction & Infrastructure Sector:
Technisch Bureau Bouw & Infra, Harderwijk

www.tbbouw.nl

Edited by

Joyce van Dongen (Technisch Bureau Bouw & Infra)
Teun Baak (Tekst & Beleid - tekstproducties, Bleiswijk)

Design

StudioTof!, Dronten - www.studiotof.nl

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August 2022

