

# AGENCY WORK IN CONSTRUCTION & INFRASTRUCTURE

**Collective agreement provisions for agency workers,  
temporary employment agencies and hirers**

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# Introduction

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## Why this publication?

- » Several provisions of the Collective Agreement for the Construction & Infrastructure Sector always apply to agency work in construction & infrastructure.
- » This is set out in the Collective Agreement for Temporary Agency Workers of the Dutch association of temporary employment agencies ABU and of the employers' organisation NBBU.
- » This publication clarifies what collective agreement provisions these are.

## Collective agreements for agency workers

- » Temporary employment agencies that are active in the construction and infrastructure sector are required to comply with a collective agreement for temporary agency workers. This can either be the Collective Agreement for Temporary Agency Workers of the Dutch association of temporary employment agencies ABU or that of the employers' organisation NBBU. In both cases, the additional provisions from the Collective Agreement for the Construction & Infrastructure Sector included in this publication apply.
- » There are three exceptions to this general rule.

## Exceptions

- » Both the ABU and NBBU collective agreements do not apply, but instead the Collective Agreement for the Construction & Infrastructure applies for a temporary employment agency if:
  - it is the agency's main activity to make agency workers available to employers in the construction and infrastructure sector and this temporary employment agency is also not a member of ABU or NBBU,<sup>1</sup>
  - the temporary employment agency is part of a construction and infrastructure company and/or
  - the temporary employment agency is a jointly agreed labour pool that makes workers available to employers in the construction & infrastructure sector.
- » In these cases, the temporary employment agency is required to comply with all the provisions of the Collective Agreement for the Construction & Infrastructure Sector. The full text of the Collective Agreement for the Construction & Infrastructure Sector can be found on the websites of the parties to the Collective Agreement for the Construction & Infrastructure Sector and at [www.tbbouw.nl](http://www.tbbouw.nl).

## Agency workers from other EU member states

- » An agency worker from another EU member state who is working in the Dutch construction & infrastructure sector on a temporary basis<sup>2</sup> is subject to the provisions of the Dutch Act on working conditions for seconded employees in the European Union. (WagwEU).
- » In this case, the temporary employment agency is required to apply:
  - the so-called core provisions from the ABU collective agreement and
  - the additional provisions from the Collective Agreement for the Construction & Infrastructure Sector included in this publication.

<sup>1</sup> 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.

<sup>2</sup> This refers to: agency workers with a contract of employment subject to foreign law.





- » If one of the aforementioned exceptions apply to the temporary employment agency, it must comply with the core provisions of the Collective Agreement for the Construction & Infrastructure Sector. These have been worked out in [Annex 6](#) of the Collective Agreement for the Construction & Infrastructure Sector and in the publication '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'. For more information, go to the websites of the parties to the Collective Agreement for the Construction & Infrastructure Sector and [www.tbbouw.nl](http://www.tbbouw.nl).
- » The nationality of the agency worker is irrelevant in this context.

## Obligations of the hirer and the temporary employment agency

- » The hirer (party engaging the agency workers) may only conclude a contract of hire with a certified temporary employment agency that is registered in the Labour Standards Register [Register Normering Arbeid]. For more information, go to [www.normeringarbeid.nl](http://www.normeringarbeid.nl).
- » The hirer stipulates in the contract of hire that the temporary employment agency must comply with the applicable regulations from the Collective Agreement for the Construction & Infrastructure Sector. He will inform the temporary employment agency in writing about which regulations apply. This information is provided before the posting starts.
- » The temporary employment agency will include this information in the confirmation of placement. This should show the remuneration the agency worker is entitled to receive.
- » The temporary employment agency presents the confirmation of placement to the agency worker.
- » The hirer makes sure that:
  - the agency worker has received a confirmation of placement with the proper information about the remuneration and
  - the temporary employment agency complies with the applicable regulations from the Collective Agreement for the Construction & Infrastructure Sector.

## Reading guide

- » This publication is a practical elaboration of [Annex 7](#) of the Collective Agreement for the Construction & Infrastructure Sector.
- » In the following section, the provisions of the collective agreement that apply to agency work in construction & infrastructure are included in full. The adjustments to content that apply to agency work are also included.
- » On several points, deviating provisions apply to agency workers from other EU member states. These are included in textboxes by topic with the heading '[Deviating provisions for agency workers with a contract of employment under foreign law](#)'.
- » Because this concerns agency work, the following collective agreement terms will be interpreted differently. See the following table.

collective agreement term	meaning in this publication *
employee	temporary agency worker
construction site employee	agency worker in a construction site position
UTA employee	agency worker in a UTA position
employer	hiring employer

\* Unless an exception is made in this publication.



## To conclude

- » This publication is intended to provide insight into the regulations for agency work in construction & infrastructure for temporary employment agencies, agency workers and hirers.
- » No rights can be derived from the text of this publication.



# Provisions from the Collective Agreement for the Construction & Infrastructure Sector that apply to agency workers

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

### 1.2.2 UTA employee

- » The UTA (supervisory, technical, administrative) employee is assigned a job grade in the job grade matrix shown and explained in [Annex 1.3](#). This is done by the temporary employment agency.
- » Using the procedure described in [Annex 1.3](#), the temporary employment agency assigns the employee to a particular job grade based on the employee's work activities.
- » 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](#).

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

- » If the agency worker stops working for the hiring employer, the temporary employment agency and the agency worker settle the scheduled paid days off between them as follows:
  - Scheduled paid days off: The agency worker will take up the remaining scheduled paid days off before that time in consultation with the hiring employer. If the agency worker has taken too many scheduled paid days off, the temporary employment agency may only offset these days with the agency worker if the agency worker took the initiative to stop working for the hiring employer.
  - Additional scheduled paid days off for older employees: The remaining days or the days taken in excess are settled either as time off in lieu or in a cash amount.



## 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.

### 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).





subject	standard provisions applies to all employees	non-standard provisions thresholds for deviating from the standard provisions
Working on Saturday	<ul style="list-style-type: none"> <li>- Saturday is not a normal working day.</li> <li>- 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.</li> </ul>	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*	<ul style="list-style-type: none"> <li>- Sunday is not a normal working day.</li> <li>- An employee cannot be required to work on a Sunday.</li> <li>- The unusual working hours allowance applies to all hours worked (see clause 5.3).</li> </ul>	
Overtime	<ul style="list-style-type: none"> <li>- Overtime refers to the hours worked above those scheduled for the employee.</li> <li>- Overtime allowance: see clause 5.7.</li> </ul>	
Work schedule: general	<p>The employer sets the daily and weekly rest periods, observing the following conditions:</p> <ul style="list-style-type: none"> <li>- The work schedule is set in prior reasonable consultation with the employee;</li> <li>- The employer takes into account the employee's personal situation;</li> <li>- The employer sets a work schedule that ensures, as far as possible, a regular and predictable working pattern;</li> <li>- The work schedule meets the requirements of the standard provisions or, where applicable, the non-standard provisions;</li> <li>- The work schedule clearly states the starting and ending time for each working day;</li> <li>- 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.</li> </ul>	
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"> <li>- Additional conditions are shown in clauses 2.2.1 to 2.2.3.</li> <li>- Components of the working hours and rest periods not covered above are subject to the provisions of Annex 3.</li> </ul>	<ul style="list-style-type: none"> <li>- Additional conditions are shown in clauses 2.2.1 to 2.2.3 and clause 2.3.</li> <li>- Components of the working hours and rest periods not covered above are subject to the provisions of Annex 3.</li> </ul>

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



## 2.4 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.

## 2.8 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.



## 3.2 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	17 days (136 hours)	0 days (0 hours)	17 days (136 hours)

\*\* See clause 3.2.3.

### 3.2.1 Number of scheduled paid days off

- » Table 3.2 shows the number of scheduled paid days off an employee accrues per calendar year. The employee does not work on his or her scheduled paid days off.
- » Agency workers in a UTA job are entitled to 17 scheduled paid days off (136 hours) per calendar year, of which 15 are paid days off and 2 are paid out in cash.
- » The 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 temporary employment agency continues to pay the employee's contracted wages or salary.
- » A reduction of working hours (ADV) compensation of 0.4% applies to each scheduled paid day off.

### 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.

## 3.3 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 employer 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 temporary employment agency pays the employee the employee's contracted wages or salary on a day that the employee takes an additional scheduled paid day off.
- » A reduction of working hours (ADV) compensation of 0.4% applies to each 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

- » 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.

## 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

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

## Deviating provisions for agency workers with a contract of employment under foreign law

### 4.2.2 Exceptions

- » If the agency worker in a construction site job is taking part in vocational training in the construction & infrastructure sector, [table 7.3.2](#) 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 4.3 Guaranteed wage for construction site employee aged 16 to 20, inclusive (in euros per hour)

age	BBL diploma?	1/1/2022 (period 1)
16	no diploma	5.98
17	no diploma	6.74
	BBL level 2 diploma	8.72
18	no diploma	8.22
	BBL level 2 diploma	10.30
	BBL level 3 diploma	13.08
19	no diploma	9.72
	BBL level 2 diploma	11.89
	BBL level 3 diploma	15.24
20	no diploma	11.22
	BBL level 2 diploma	13.87
	BBL level 3 diploma	17.44

### 4.3.1 Who does table 4.3 apply to?

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

### 4.3.2 Exceptions

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



## Deviating provisions for agency workers with a contract of employment under foreign law

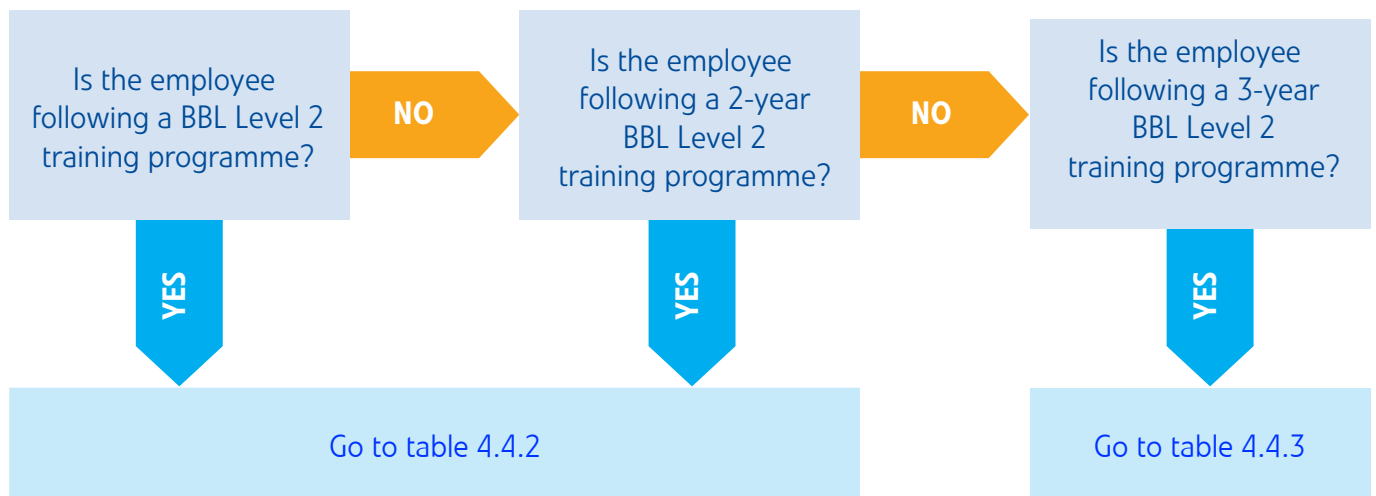
Table 7.3.1 below replaces clause 4.3 of the collective agreement.

Table 7.3.1 Guaranteed wage for agency workers aged 16 to 20 years (inclusive) working in a construction site job (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

Flowchart 4.4 Finding the right student wage fast



### 4.4.1 Wages for the hours worked

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



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

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

age	during BBL level 2 or 2-year BBL level 3 training	1/1/2022 (period 1)
16	BBL level 2	4.96
	BBL level 3, 1st year	5.63
	BBL level 3, 2nd year	6.34
17	BBL level 2	5.72
	BBL level 3, 1st year	6.45
	BBL level 3, 2nd year	7.22
18	BBL level 2	6.57
	BBL level 3, 1st year	7.41
	BBL level 3, 2nd year	8.35
19	BBL level 2	7.60
	BBL level 3, 1st year	8.53
	BBL level 3, 2nd year	9.61
20	BBL level 2	8.92
	BBL level 3, 1st year	9.98
	BBL level 3, 2nd year	11.26
21 years or older	BBL level 2	12.95
	BBL level 3, 1st year	13.93
	BBL level 3, 2nd year	14.51

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



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

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

age	during 3-year BBL level 3	1/1/2022 (period 1)
16	1st year	4.96
	2nd year	5.63
	3rd year	6.34
17	1st year	5.72
	2nd year	6.45
	3rd year	7.22
18	1st year	6.57
	2nd year	7.41
	3rd year	8.35
19	1st year	7.60
	2nd year	8.53
	3rd year	9.61
20	1st year	8.92
	2nd year	9.98
	3rd year	11.26
21 or older	1st year	12.95
	2nd year	13.93
	3rd year	14.51

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

#### Deviating provisions for agency workers with a contract of employment under foreign law

Table 7.3.2 below replaces clause 4.4 of the collective agreement.

Table 7.3.2 Guaranteed wage for apprentice agency workers working in a construction site job and 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)
16	first six months	4.07
	second six months	4.71
17	first six months	4.63
	second six months	5.34
18	first six months	5.79
	second six months	6.60
19	first six months	6.91
	second six months	7.85
20	first six months	8.78
	second six months	9.59
21 or older	first six months	11.21
	second six months	12.46

### 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 an apprentice employee is taking part in a BBL level 2 or BBL level 3 block/day release programme, nor after obtaining a diploma for that programme.

### Deviating provisions for agency workers with a contract of employment under foreign law

#### 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 4.3, no diploma (16 to 20 years inclusive).
- » In the second six months of employment, the guaranteed wage is equal to, as applicable, the statutory minimum wage/the statutory minimum youth wage plus 50% of the difference as described above.





## 4.6 Performance bonus

### 4.6.1 What does this concern?

- » If the hiring employer pays its own construction site employees in the company or on a project a performance bonus, the agency worker working in a construction site job is also entitled to this.

### 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.

## 4.8 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 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)	
16	677.60	
17	774.42	
18	968.02	
19	1210.00	
20	1452.01	
21 or older	first six months	second six months
	1831.54	1938.07



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

### 4.17 Pension

(Delete for agency workers with a contract of employment subject to foreign law)

#### 4.17.1 Mandatory membership and participation

- » The skilled worker is a member of bpfBOUW (the Dutch construction industry pension fund foundation):
  - if he or she was already a member of bpfBOUW prior to the agency work and/or
  - after having worked as a skilled worker in construction & infrastructure for 12 months.



- » The hiring employer ensures that the temporary employment agency pays the pension contributions to bpfBOUW for this skilled worker.
- » In this context, 'skilled worker' means the agency worker who:
  - has performed a total of 12 months of work within the meaning of this collective agreement within a period of two years, as an employee and/or agency worker, immediately prior to and/or during the agency work in construction & infrastructure; or
  - works as an agency worker in a construction site job and is following a training course as referred to in clause 4.3 or 4.4, or has completed that training and received a diploma or practical training certificate; or
  - works as an agency worker in a UTA job and has obtained a diploma on completion of a construction-related BOL training programme at level 2 or higher.
- » A newcomer is an agency worker who is not a skilled worker.
- » The bpfBOUW regulations state which rights and obligations the temporary employment agency and the employee have in this regard. and specifies the contributions as well.

#### 4.17.2 Components of the pension scheme

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

#### 4.17.3 Contributions

- » The pension contributions are set annually by bpfBOUW.
- » The contribution for the average salary scheme for 2021 is 25% of the pension base.
- » [Table 4.17.3](#) shows how the contribution is split between the temporary employment agency and the employee.

**Table 4.17.3 How the bpfBOUW 2021 pension contribution is split between the temporary employment agency and employee**

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

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

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



## 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 temporary employment agency informs the employee in writing how these hours will be compensated. If the temporary employment agency 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 temporary employment agency does not wait until the end of that schedule period, but pays the overtime together with the next payment of wages.

**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 temporary employment agency 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 temporary employment agency. On these lieu days the temporary employment agency 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 temporary employment agency, the UTA employee works substantial overtime, the temporary employment agency will inform the employee in writing how this time will be compensated.
- » If the temporary employment agency 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

### 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](#).

### 5.9.4 UTA employee: commuting

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



### 5.9.5 UTA employee: business travel

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

### 5.9.6 UTA employee: exceptional circumstances

- » The UTA employee is entitled to receive a travel allowance as 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

### 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

numer 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



numer 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 groyne 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. Contrary to the provisions of clause 5.9 and 5.10, the temporary employment agency reimburses all travel expenses and all travel time the employee incurs as a result of working far from home. The travel time that falls within the working hours is paid as hours worked.

### 5.13.3 Meal and accommodation expenses

- » During the employee's absence from home, the temporary employment agency will bear the costs of meals, adequate accommodation, and compensation for other necessary costs of accommodation.
- » This does not apply if the temporary employment agency 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 temporary employment agency may do so at their own expense. If this transport is a medical necessity, the temporary employment agency must arrange and pay for this.
- » If an employee is unable to travel between home and work once a week due to sickness, the temporary employment agency will provide the employee's family members or parents the opportunity to visit the sick employee once a week. The temporary employment agency 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 temporary employment agency 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.



### 5.13.7 UTA employee

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

## 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](#).

## 5.18 Health insurance

(Delete for agency workers with a contract of employment subject to foreign law)

### 5.18.1 Contribution

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

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

### 6.5.1 What does this concern?

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



### 6.5.3 Days used for the scheme

- » To make a four-day work week possible, the agency worker will use the following types of days: days of annual leave, scheduled paid days, and additional scheduled paid days off for older employees.
- » If the agency worker does not have enough of these days to cover the entire calendar year, he or she can take the additional days off at his or her own expense or work five days a week for a number of weeks.

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

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

## 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/or the provisions of this collective agreement, the employer will inform this employee in writing of the responsibilities and powers he or she is being given in this regard.
- » Every year the 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-employee instructor;
  - work independently as a heavy equipment operator as referred to in the list of jobs for construction site employees included in Annex 1.1 under numbers 33, 35, 72, 96, 99, 100 and 101.
- » An employee aged 18 or 19 may only work independently in the job of a heavy equipment driver/operator as referred to above if the employee:
  - is in training to receive his or her civil, road and hydraulic engineering heavy equipment driver/operator diploma or has this diploma, and
  - works under the supervision of a supervisor or an employee aged 22 or older with the same job.



- » An employee aged 20 or 21 may only work independently in the job of a heavy equipment operator as referred to above if the employee has his or her BBL level 3 heavy equipment driver/operator diploma.

## Deviating provisions for agency workers with a contract of employment under foreign law

### 7.3.6 Young employees

- » An agency worker aged 18 or 19 may only work independently in the job of a heavy equipment operator as referred to above if the employee:
  - 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 agency worker aged 20 or 21 may only work independently in the job of a heavy equipment operator as referred to above if the employee is certified as a heavy equipment driver/operator.

## 10.13 Features of this collective agreement

### 10.13.4 Terminology and starting points

- » Employer/employee.  
Where this terms refer to a person, this means either a male of a female.
- » Amounts (monetary).  
Unless stated otherwise, all monetary amounts referred to in the collective agreement are gross amounts.
- » Full-time and part-time work.  
The employee in the context of this collective agreement is assumed to be an employee with a standard 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

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