

ARTICLES FROM APPENDIX XII (FOREIGN EMPLOYEES)

Terms and conditions of employment and working conditions that apply to foreign employers and their employees who perform work in the Netherlands on a temporary basis (application of CLA (Collective Labour Agreement) for Bituminous and Plastic Roofing Companies as referred to in Article 7B).

Pursuant to the provisions of the Posted Workers in the European Union (Working Conditions) Act, the posted workers as referred to in Article 7B of this CLA are subject to the articles of this CLA listed in Table 1, with due observance of the comments listed in Table 2.ⁱ

Table 1: overview	
Subjects	CLA articles and provisions
general	Article 1A: definitions Article 3C: compliance investigations Article 6: job classification Appendix I: job list
maximum working hours and minimum rest periods	Article 8: working hours and times Article 10: overtime Article 11: shifted labour Article 12: night work, first and second paragraphs Article 13: work on Saturdays, Sundays and public holidays Article 21: public holidays, Saturdays and Sundays, second paragraph Article 24: short-term leave Article 26: waiting times
minimum number of days' holiday and scheduled days off, during which the employer is obliged to continue to pay wages, and additional holiday-related allowances	Article 8A: scheduled days off Article 21: public holidays, Saturdays and Sundays Article 22: holiday Article 22A: holiday UTA employee
minimum wage	Article 7: pay regulation Article 10: overtime Article 12: night work Article 13: work on Saturdays, Sundays and public holidays Article 17: remuneration for hours travelled Article 18A: allowances Article 21: public holidays, Saturdays and Sundays, third paragraph Article 23: holiday allowance Article 26: waiting times Appendix II: pay regulation
conditions for posting employees	Article 7A: temporary agency work, first paragraph, concerns all articles and appendices listed in this table
health, safety and hygiene at work	Article 4: general obligations of the employee (with the exception of paragraph 9) Article 8B: vocational training/skilling, paragraph 4 (course 'Gezond en veilig werken op het dak' (Health and safety in roof work) (C1)). Article 14: working conditions Article 17: remuneration for hours travelled, first paragraph
protective measures with regard to the terms and conditions of employment and working conditions for children, young people, pregnant employees or employees who have recently given birth;	Article 8C: supervising skilled person Article 14: working conditions
equal treatment of men and women and other provisions pertaining to non-discrimination	-
conditions of accommodation of employees, if the service recipient as referred to in Article 1, paragraph 1 of the Posted Workers in the European Union (Working Conditions) Act provides accommodation to employees who are not at their usual place of work in the Netherlands	Article 19, paragraphs 2 and 3: accommodation

Table 2: comments	
CLA article/provision	Comment(s)
Article 17: remuneration for hours travelled, first paragraph	In this case, place of residence must be taken to mean the temporary place of abode in the Netherlands of the posted employee.
Article 17: remuneration for hours travelled	Travel time is understood to mean the hours during which people travel from the temporary place of abode in the Netherlands to work and back. They must be reimbursed if the work is performed in a municipality other than the employee's temporary municipality. When doing so, the employer must comply with the provisions of this article.
Article 18 A: allowances	The means of transport allowance is based on the number of kilometres travelled to and from work and to and from the posted employee's temporary place of abode in the Netherlands.
Article 19: accommodation	Housing for migrant workers must meet the standards set by the Stichting Normering Flexwonen [<i>foundation for flexible housing standards</i>].

ARTICLE 1A Definitions

In this Collective Labour Agreement (CLA), the following terms are defined as stated below:

- a. **Collective Labour Agreement**
This agreement and corresponding appendices.
- b. **Employer**
Every natural or legal person living in the Netherlands having work performed through one or more (UTA) employee(s) as referred to in Article 1B.
- c. **Hirer**
Every employer who hires personnel from a private employment agency with the intention of this personnel performing work under its supervision and management.
- d. **Sub-contractor**
Any natural or legal person in the Netherlands who, on the instruction of an employer as referred to under (b) of this article, performs work as referred to in Article 1B(a) of this CLA, without being employed by the employer. Insofar as it concerns a sub-contractor with personnel, the employee/s of this sub-contractor is/are included.
- e. **Private employment agency**
The employer as referred to in Section 7:690 of the Netherlands Civil Code.
- f.
 1. **Employee:**
Every employee in paid employment of an employer, insofar as his position is listed in Appendix I of this CLA.
 2. **Senior employee**
Employee who will reach the state pension age (AOW) within 10 years.

The age referred to in this article increases synchronously with the state pension age. Therefore, if the state pension age is increased during the term of this CLA, the age referred to in this article will be increased by the same period.
 3. **UTA employee**
Every employee in paid employment of an employer, whose position is not listed in Appendix I of this CLA.
 4. **Self-employed worker without employees**
A natural person with regard to whom it is plausible to assume that he can be deemed an entrepreneur for tax purposes (1), who is registered with the Chamber of Commerce (2), who is independent in the planning and execution of his own work (3), who has concluded a defined contract for services with the user company with an obligation of result (4), who performs work at his own account and risk (5), who enjoys a profit perspective (6) and who operates on the basis of an agreement approved by the Tax and Customs Administration. The self-employed worker without employees is not deemed to be an employee in the meaning of this CLA.
 5. **Employee with an occupational impairment**
Every employee in paid employment of an employer, who is objectively classified to have a reduced work capacity and is included in the target group register.
- g. **Temporary agency worker**
The employee as referred to in Section 7:690 of the Netherlands Civil Code who fulfils a position as listed in Appendix I to this CLA.
- h. **Payroll employee**
The employee as referred to in Section 7:692 of the Netherlands Civil Code who performs a position as listed in Appendix I to this CLA.
- i. **Guaranteed wage**
The wage to which the employee is entitled in accordance with Appendix II.

- j. **Guaranteed weekly wage**
The wage to which the employee is entitled per week in accordance with Appendix II.
- k. **Guaranteed hourly wage**
The guaranteed weekly wage set for the employee, divided by the number of normal working hours per week as referred to in Article 8 of the CLA.
- l. **Guaranteed monthly wage**
The wage to which the UTA employee is entitled per month in accordance with Appendix II.
- m. **Individually agreed wage**
The wage agreed for the UTA employee, in accordance with Appendix II, Article 2.
- n. **Individually agreed hourly wage**
The wage agreed for the employee per hour, in accordance with Appendix II, Article 2.
- o. **Senior day(s) off**
Additional leave day(s), as referred to in Article 22, paragraph 1, to which an employee is entitled on account of his age.
- p. **Social Fund for Bituminous and Plastic Roofing Companies (SF BIKUDAK)**
The fund that is responsible for the promotion of vocational training/skills and development, employment, working conditions, implementation of a regulation for terminal care and bereavement leave, implementing an early retirement scheme, the provision of information, carrying out surveys (or having this done), as well as the provision of benefit supplements under social insurance laws.
- q. **SBD**
Stichting Bedrijfstakregelingen Dakbedekkingsbranche in Nieuwegein. This foundation is responsible for the implementation of the working conditions policy and the labour market policy of the parties to this CLA, among other things.
- r. **APG**
The companies under the management of APG Groep N.V.
- s. **TECTUM**
The training institute within the bituminous and plastic roofing industry in Nieuwegein. TECTUM is an employer within the meaning of the CLA for BBL training courses.

ARTICLE 3C Compliance investigations

1. The employer is obliged to comply with the provisions of this CLA.
2. Compliance investigations are investigations into whether an employer complies with the provisions of the CLA.
3. Stichting Sociaal Fonds voor de Bitumineuze en Kunststof Dakbedekkingsbedrijven conducts compliance investigations on behalf of the CLA parties.
4. The employer must at all times cooperate in a compliance investigation.
5. The Compliance Committee is charged by the CLA parties with supervising the compliance investigations and has decision-making powers on behalf of the parties to make statements about the compliance investigations.
6. When the employer fails to comply with the CLA, this may result in an action for damages.
7. The compensation serves to cover the costs of the investigation, proceedings that have been conducted and damage to the image that has been suffered.
8. The procedure, powers and working method are laid down in the Compliance Regulations. These regulations form a part of the CLA for Branch-Specific Rules for Businesses for Bituminous and Plastic Roofing Companies.

ARTICLE 4 General obligations of the employee

1. The employee is obliged to represent the interests of the employer's company as a good employee, regardless of any explicit instructions being issued to that end.

2. The employee is obliged to perform all work assigned to him by or on behalf of the employer, insofar as these can reasonably be expected of him, to the best of his ability and to comply with all directions and instructions.
3. The employee is jointly responsible for maintaining order, safety and moral standards in the employer's company. He is obliged to strictly comply with the relevant directions and regulations which the employer will determine in reasonable consultation with and with the consent of a representative part of the employees in his company.
4. The employee will refrain from sexual harassment, aggression and violence as referred to in Section 1, subsection 3(e) of the Working Conditions Act.
5. The employee is obliged to behave in accordance with any applicable working regulations as referred to in Article 39.
6. An employee who is found to use alcohol and/or drugs may be dismissed with immediate effect. Insofar as prior alcohol and/or drug use leads to reduced employability during working hours, the employer can deny the employee access to the work without continuation of salary, subject to a maximum of 2 days. In the event of repeat offences, the employee may be dismissed with immediate effect.
7. Without the written consent of the employer, the employee is not permitted to perform work for third parties in an industry equal or similar to the employer's industry. The employer can only withhold their consent if it has an objective justification for doing so. Examples include: health and safety, protecting the confidentiality of company information, avoiding conflicts of interest or violation of a legal regulation.
8. The employee is bound to secrecy with respect to everything that becomes known to him within the framework of the employment, such as the organisation of the company, raw materials, the processing thereof and the products, as well as the specifications and use of software and the nature and the content of any data files. This obligation continues to apply for up to 1 year after termination of employment.

ARTICLE 6 Job classification

1. Every employee must be assigned to the job category which the function he fulfils belongs to in accordance with the job list attached to this CLA as Appendix I.
2. A UTA employee must be assigned to a UTA job category to which the function they fulfil belongs in accordance with the job list attached to this CLA as Appendix II.

ARTICLE 7 Pay regulation

1. For each full working week, the employer will pay employees aged 22 and older at least the guaranteed weekly wage that applies to the job category which the employees have been assigned to. The pay regulation applicable to employees is included in Appendix II, which forms a part of this CLA.
2. Junior employees aged 16 **up to and including 20** are subject to the pay regulation as referred to in Appendix II.
3.
 - a. Contrary to the provisions of paragraph 2, the pay regulation as referred to in Appendix II (entry-level scale) applies to new recruits aged 16 up to and including 20.
 - b. New recruits aged 16 up to and including 20 may be remunerated in accordance with this entry-level scale for a maximum of 1 year.
4. Contrary to the provisions of paragraphs 1, 2 and 3, special wage scales as listed in Appendix II apply to employees with an occupational impairment as referred to in Article 1A, under f under 5 of this CLA.

5. The employer will pay the UTA employees at least the guaranteed monthly wage associated with the job category per month. The pay regulation applicable to UTA employees is included in Appendix II.

ARTICLE 7A Temporary agency work and payrolling

1.
 - a. The hirer must ensure that if a private employment agency posts a Dutch or foreign temporary agency worker to a company that falls within the scope of this CLA, the provisions as referred to in Appendix XI to this CLA apply by analogy to the temporary agency worker if he fulfils a position as listed in Appendix I. This provision also applies to other posted employees.

These regulations are incorporated in the hourly wage according to the system of the example of the scheduled days off, as described in Appendix XI, paragraph 1(b).
 - b. If the hirer does not meet these obligations, he is liable vis-à-vis the hired temporary agency worker for payment of the temporary agency worker's remuneration, as if the temporary agency worker were employed by the employer himself.
 - c. A statement must be drawn up in which the hirer states to both the borrowed worker and the private employment agency all elements applicable to the borrowed worker, as referred to in Appendix XI to this CLA. The relevant statement must be completed and signed prior to signing the employment contract and the hirer undertakes to make the statement available to the borrowed worker and the private employment agency simultaneously.
 - d. If the temporary agency worker or the payroll employee is engaged by the same hirer for a fixed year, the agency worker will be entitled to a contract with this hirer for an indefinite period of time. If the temporary agency worker works for less than one year at the same hirer, previous period(s) (within a period of three years) count towards the determination of the hiring period of one year when returning to the same hirer.

ARTICLE 8 Working hours and times

1. The employee normally works 40 hours per week. The working week runs from Monday to Friday.
2.
 - a. Normal working hours are Mondays to Fridays, between 07:00 and 18:30. The daily work and rest periods are determined by the employer, in reasonable consultation with and with the consent of a representative part of the employees in his company or project.
 - b. In the event of an expected ambient temperature of 25 degrees Celsius or higher, the employer may introduce a hot-weather timetable. In that case, a normal working day starts at 05:30.
3. If an employee is called up outside normal working hours, a minimum of 2 hours of wages will be paid (with due observance of the provisions of Article 10 of this CLA).
4. An employer who wishes to make arrangements regarding working hours and times must submit a request to that end to the CLA parties (see Article 42 of this CLA), stating the desired working hours and the start and end times of the working day. When doing so, he must demonstrate that the request is made in consultation with and with the consent of a representative part of the employees in his company or project to which the request relates.
5. If and insofar as this CLA does not stipulate anything concerning part of the working hours or times, the standard regulation as prescribed in the Working Hours Act applies.
6. Working part-time will be permitted unless the employer states that organisational requirements dictate otherwise, supported by reasons. The employer shall respond within one month to a request from the employee to work part-time. An employer with fewer than 10 employees will respond within three months. An employee can submit a request if he has been employed by

the employer for at least 26 weeks. For the calculation of the period of 26 weeks, periods in which work is performed, which follow each other with an interruption of no more than six months, are added together. The employee may not make a subsequent request within one year after a previous request.

ARTICLE 8A Scheduled days off

1. Schedules days off are working days on which no work is carried out. On scheduled days off, the employer will pay the employee the individually agreed wage.
2. a. In the period from 1 January 2022 up to and including 31 December 2022, the employee is entitled to 20 scheduled days off.
- b. The 20 scheduled days off for the period from 1 January 2022 up to and including 31 December 2022 are scheduled in as follows:
 - 1 day on Good Friday (15 April 2022)
 - 1 day after Ascension Day (27 May 2022)
 - 2 days at the disposal of the employee
 - 2 days to be set by the employer
 - 9 collective scheduled days off during the 2022/2023 Christmas period, namely:
 - Tuesday, 27 December 2022 up to and including Friday, 30 December 2022 and Monday, 2 January 2023 up to and including Friday, 6 January 2023 (week 52 and week 1)
 - or
 - Monday, 19 December 2022 up to and including Friday, 23 December 2022 and Tuesday, 27 December 2022 up to and including Friday, 30 December 2022 (week 51 and week 52);
 - 5 days can be used to shorten daily working hours by maximum 1.5 hours in the period from 1 January up to and including 1 March and the period from 28 November up to and including 23 December 2022.

The 5 scheduled days off in week 1 of 2023 (Monday, 2 up to and including Friday, 6 January 2023) will be charged to the scheduled days off balance of 2022.

The 20 scheduled days off for the period from 1 January 2023 up to and including 31 December 2023 are scheduled as follows:

- 1 day on Good Friday (7 April 2023)
- 1 day after Ascension Day (19 May 2023)
- 3 days at the disposal of the employee
- 3 days to be set by the employer; if the choice is made to close during the Christmas holidays in week 51 and week 52 of 2023, 2 days remain to be determined by the employer
- 7 collective scheduled days off during the 2023/2024 Christmas period, namely:
 - Wednesday, 27 December 2023 up to and including Friday, 29 December 2023 and Tuesday, 2 January 2024 up to and including Friday, 5 January 2024 (week 52 and week 1)
 - or
 - 8 collective scheduled days off during the 2023/2024 Christmas period, namely:
 - Monday, 18 December 2023 up to and including Friday, 22 December 2023 and Wednesday, 27 December 2023 up to and including Friday, 29 December 2023 (week 51 and week 52)
- 5 days can be used to shorten daily working hours by maximum 1.5 hours in the period from 1 January up to and including 1 March and the period from 27 November up to and including 22 December 2023.

The 4 scheduled days off in week 1 of 2024 (Tuesday, 2 to Friday, 5 January 2024) will be charged to the scheduled days off balance of 2023.

- b. The 20 scheduled days off for the period from 1 January 2021 up to and including 31 December 2021 are set as follows:
 - 1 day on Good Friday
 - 1 day after Ascension Day
 - 2 days at the disposal of the employee
 - 1 day to be set by the employer
 - 10 collective scheduled days off during the 2021/2022 Christmas period, namely:
 - Monday, 20 December 2021 up to and including Friday, 31 December 2021 (week 51 and week 52).

- 5 days can be used to shorten the daily working hours by a maximum of 1.5 hours during the period from 1 January to 1 March and 1 December to 20 December.

The scheduled days off set for 2019 (2, 3 and 4 January 2019) will be charged to the scheduled days off balance for 2018.

- c. 05 May will be set as a scheduled day off once every five years, starting in 2020.
 - d. If the employer has allocated all training days available on the basis of Article 8B for each employee, the employee will assign a maximum of four scheduled days off for retraining during working hours as referred to in Article 8E.
 - e. the right to collective scheduled days off lapses if the employee is incapacitated for work on these days.
3. The employee accrues the non-collective days off as referred to in paragraph 2(b) in proportion to his employment.
Upon termination of employment, the employee is entitled to use any days off that are still outstanding. If on the date of leaving the employment, the employee has used more than 2 scheduled days off in excess, these days may be settled with the wages still due.
 4. The employer will pay the employee the individually agreed wage for a scheduled day off that he would receive if work would have been performed on the aforesaid day, exclusive of reimbursement of travel time outside normal working hours and exclusive of expenses.
 5. CLA parties (see Article 42 of this CLA) are, in special cases, authorised to grant permission to work on a collective scheduled day off as referred to in paragraph 2(a) of this article, provided that a replacement day off is set for and used by the relevant employee(s) within 4 weeks of the day in question. Requests must have been received by the CLA parties no later than 5 working days before the dates referred to in paragraph 2.
 6. If the employer and employee fail to reach an agreement on setting scheduled days off, they can jointly contact the CLA parties. Judgment by the parties will be binding. The CLA parties can be contacted through the party secretariat in Nieuwegein.
 7.
 - a. In consultation between the employer and the employee, a total of 5 scheduled days off per year can be sold by the employee to the employer at 0.4% of the annual salary per scheduled day off. All types of scheduled days off qualify for this arrangement. This arrangement is structural.
 - b. If the employer has a Works Council or an employee representative body, there is a possibility to agree on the sale of (a maximum of) 5 scheduled days of per year as referred to in paragraph 7(a) at that level instead, in which instance the need for agreement between the employer and the individual employee does not apply.

If the employer indicates that it wishes to proceed with a collective sale, the Works Council or employee representative body must hold a mandatory written voter consultation during which a two-third majority must be obtained. In addition, employees who work a four-day working week or who have indicated that they wish to make use of this arrangement, are to be excluded from the sale if they so wish.

ARTICLE 8B Vocational training/skills

4. a. The employer is obliged to ensure each employee attends the VakScan course (X1) within three years of commencement of employment, including three-yearly refresher courses. A mandatory part of this is the course 'Health and safety in roof work' (C1). Every employee must be in the possession of a certificate of participation in this (refresher) course, dating back no more than three years. In derogation from this, new recruits who enter the sector must have completed the course 'Health and safety in roof work' (C1) within six months of commencement of employment. The costs of this compulsory course are borne by the employer. The time involved in attending the course is working time.
- b. In its capacity as a hirer, the employer must ensure that the course 'Health and safety in roof work' (C1), including three-year refresher courses, has been attended by every worker posted to it, either on a temporary basis or through posting. All workers as referred to in this

article must be in the possession of a certificate of participation in this course, dating back less than three years.

- c. In his capacity as a user company, the employer must ensure that the course 'Health and safety in roof work' (C1), including three-year refresher courses, has been attended by all sub-contractors deployed by him and, insofar as it concerns sub-contractors with personnel, the employee(s) of these sub-contractors as well. All sub-contractors and, if applicable, their staff members, must be in the possession of a certificate of participation in this course, dating back less than three years.

ARTICLE 8C Supervising skilled person

The employee who acts as a supervising skilled person for the minor must be released from productive labour for part of his normal working hours, without loss of pay, in order to be able to properly carry out the duties associated with said supervision.

ARTICLE 10 Overtime

1. Overtime is taken to mean the work assigned by the employer at hours in excess of the daily working hours as regulated in Article 8 or that deviate from said working hours pursuant to a permit.
2. In special cases, which is at the employer's discretion, the employee is obliged to work overtime.
3. In case of overtime, the employee can choose whether he wants to be compensated for the overtime hours worked in money or whether he wants this to be converted in time off.
4. In the event that the employee opts to be compensated in money, the individually agreed hourly wage worked as overtime must be increased by the following percentages:
 - a. for the first, second and third overtime hour worked before the start and immediately after the end of daily working hours: 25%;
 - b. for other overtime hours worked on a normal working day from Monday 05:00 , as well as for work on Saturdays until 21:00: 50%.
 - c. for work between Saturday 21:00 and Monday 05:00: 100%.
5. In case the employee opts for conversion in time off, the percentages as referred to in the previous paragraph will have to be paid out.
6. If a senior employee, as referred to in Article 1A(g), paragraph 2 of this CLA, expresses that he does not wish to work overtime, he cannot be obliged to do so.
7. Structural overtime is not permitted, except in special cases. This is subject to permission from the CLA parties pursuant to Article 42 of this CLA.
8. Structural overtime is taken to mean work performed outside the normal working hours as referred to in Article 8, paragraph 1, at a fixed frequency and ongoing for several weeks.

ARTICLE 11 Shifted labour

1. Shifted labour is taken to mean work performed on the instruction of the employer, at hours outside the working hours as regulated in Article 8, without this qualifying as overtime.
2. In special cases, which is at the employer's discretion, the employee is obliged to perform shifted labour.
3. Shifted labour will be remunerated on the basis of the individually agreed hourly wage plus a 25% allowance unless it concerns night work, in which case the provisions of Article 12 apply.
4. Shifted hours will not be compensated if the shift is made at the request of a majority of the employees concerned.

ARTICLE 12 Night work

1. Night work is taken to mean work performed on the instruction of the employer at hours between 22:00 and 06:00. Work at hours immediately prior to the start of the normal working day will be remunerated as overtime and not as night work.
2. If a certain job only allows work to be performed during night time, the employee is obliged to comply.
3. Night work will be remunerated on the basis of the individually agreed hourly wage plus a 50% allowance.
4. If on the relevant day, fewer hours can be worked than would have been normal according to schedule, the fewer hours worked are compensated on the basis of the individually agreed hourly wage.

Article 13 Work on Saturdays, Sundays and public holidays

1. Work on Saturdays and Sundays is taken to mean work assigned by the employer to be performed on Saturday or Sunday between 21:00 on Saturday and 05:00 on Monday. Work on Sundays equals work on public holidays as referred to in Article 21, paragraph 1. In the event of work on a Saturday, the provisions of Article 10, paragraph 4, apply.
2. In the event of an emergency, which is at the employer's discretion, the employee is obliged to work Sundays. If an employee objects to Sunday work in principle, he cannot be obliged to do so.
3. Work performed on a Christian holiday as referred to in Article 21, paragraph 1, will be remunerated on the basis of the individually agreed hourly wage plus a 100% allowance, with an equal number of hours without loss of pay at a later time, unless business interests oppose time off, in which case the allowance will be doubled.
4. Work on King's Day and/or New Year's Day will be remunerated on the basis of the individually agreed hourly wage plus a 100% allowance or an equal number of hours time off without loss of the individually agreed wage.

ARTICLE 14 Working conditions

1. The employer is obliged to ensure that at least two fire extinguishers of 12 kilos each are present when working on the roof.
2. The employer must ensure that a proper first aid kit is available at work.
3. Manual lifting of roofing materials in excess of 25 kilos is prohibited. Roofing materials heavier than 25 kilos must be transported mechanically.
4. The employer is obliged to make the personal protection equipment and the collective and/or individual fall protection equipment below available to the employee employed by him:
 - hearing protection (e.g. earplugs);
 - respiratory protection (e.g., a face mask or dust cap);
 - safety shoes;
 - working gloves;
 - fencing;
 - harness with accessories;
 - sunglasses with UV protection;
 - cap or sun cap with neck flap for protection against UV radiation;
 - UV-protective work clothing;
 - sun cream.
5. The demolition, treatment and processing of asbestos is prohibited. Companies that comply with the legal requirements for asbestos removal under or pursuant to the Asbestos Removal Decree 2005.

6. The employer is obliged to have the climbing and lifting equipment to be used by his employees inspected annually.
7. If in the opinion of the employer, an employee does not or not sufficiently use the personal protection equipment and/or collective and individual fall protection equipment as referred to in paragraph 4 of this article, the employer, with due observance of the provisions below, can impose a sanction as specified below on the employee concerned. When an employee fails to use the personal protection equipment and/or collective and individual fall protection equipment, the following sanction provisions apply:
 - a. the employee concerned will be notified of the first violation by registered letter and this needs to be regarded as a warning;
 - b. the employee concerned will be notified of the second violation by registered letter and will be subject to a fine of €100 which will be deducted from the net salary of the employee on the next payment day following detection of the second violation. This deduction may not lead to the payment of a wage that is less than the statutory minimum (youth) wage;
 - c. the third violation will be deemed an urgent cause within the meaning of Section 7: 678, subsections 2(h) and (j) of the Netherlands Civil Code, which is punishable by instant dismissal.
8. If the employer has failed to provide the personal protection equipment and collective and/or individual fall protection equipment referred to in paragraphs 1, 2 and 4, the employee is not obliged to start his work or he has the right to terminate the aforesaid work after notifying his employer. In that case, the employer is obliged to continue to pay the wages.
9. In the Flat Roofs Occupational Health and Safety Catalogue¹, employer and employee representatives have recorded how an employer can meet the government's goal-oriented requirements in respect of health and safety at work.

The employer must apply or implement the measures set out in the Occupational Health and Safety Catalogue in its company or take such demonstrable measures to ensure that the level of protection stipulated in the Working Conditions Act, the Occupational Health and Safety Catalogue and this CLA are met as a minimum.

10. The Sector Hazard Identification and Risk Analysis (Sector HIRA, Dutch: Branche-RI&E)² forms an integral part of this CLA.

ARTICLE 17 Remuneration for hours travelled

1. If an employee is assigned by an employer to a project located outside his place of residence, the employee is obliged to travel from his place of residence to the project using means of transport as indicated by the employer, provided this transport meets any legal requirements which, if this means of transport is a car, must be evidenced by a recognised safety certificate or other proof of maintenance, dating back less than six months.
2. The duration of the journey, which is made by means of:
 - a. means of transport made available by the employer;
 - b. own means of transport;will be compensated by the employer to the employee at the applicable guaranteed hourly wage, except for the first 45 minutes per day. Contrary to the provision above, an employee acting as the driver of a means of transport as referred to in (a) or (b) will not be reimbursed for the first 15 minutes per day.

Travel time commences from the employee's home address. It follows on from this that the ruling of the Supreme Court of the Netherlands of 22 November 2013 (NJB 2013/2515) no longer affects the CLA BIKUDAK and, more specifically, the travel time scheme.

3. The 'duration of the journey' as referred to in paragraph 2 is taken to mean the period of time between the means of transport departing for and arriving at work, possibly with a stopover at

¹ The Flat Roofs Occupational Health and Safety Catalogue can be consulted at www.arbocatalogus-plattedaken.nl.

² The Sector HIRA is available via SBD, PO Box 1470, 3430 BL NIEUWEGEIN, the Netherlands, tel +31 (0)30 606 21 12, info@sbd.nl, www.sbd.nl.

the employer's business address, as well as the period of time needed to travel from work to the place of departure.

The duration of the journey is determined by the employer and the employee in mutual consultation, with due observance of the route to be taken. If the employee moves to an address that is further from the employer's business address on his own initiative, the resulting extension of the travel time from the home address to the business address is not included in determining the travel time.

4. If the total duration of working time, rest time and travel time, calculated from the moment of departure of a vehicle as referred to paragraph 1 up to the time of return thereof (occasionally) exceeds 12 hours per day, the normal working hours must be reduced by the excess. Any rest periods are unpaid.

ARTICLE 18A Allowances

1. If in the opinion of the employer, an employee has to use his own means of transport to travel to and from work, and/or has to use said transport during or within the framework of the work, he will be paid a means of transport allowance.
2. The means of transport allowance referred to in paragraph 1 is:

Means of transport allowance	from 1 January 2022:	from 1 April 2022:	from 1 April 2023:
for the use of a moped or motorised bicycle per day:			
1. for the first 25 kilometres:	€1.43	€1.47	€1.52
2. for every kilometre in excess of 25 kilometres per day:	€0.08	€0.08	€0.08
for the use of a motorcycle per kilometre:	€0.29	€0.29	€0.30
For the use of a car:			
3. for employees travelling to work by themselves, per kilometre:	€0.39	€0.40	€0.41
4. for employees travelling to and from work with one colleague, per kilometre:	€0.40	€0.41	€0.42
5. for employees travelling to and from work with two colleagues, per kilometre:	€0.45	€0.46	€0.48
6. for employees travelling to and from work with three colleagues, per kilometre:	€0.47	€0.48	€0.50

3. If in the opinion of the employer, the employee has to use public transport to travel, the resulting travel expenses (lowest class) will be at the expense of the employer.
4. The provisions of paragraphs 2 and 3 apply by analogy to visits to the Working Conditions Service as referred to in Article 24, paragraph 1, of this CLA.
5. The employee is entitled to a daily allowance for work clothes unless work clothes are made available to the employee by the employer. As from 1 January 2022, this reimbursement amounts to €1.31 per day, as from 1 April 2022 €1.35 per day and as from 1 April 2023 €1.39 per day.

- The UTA or other employee who works from home in consultation with his employer is entitled to a tax-free homeworking allowance in accordance with the tax rules for each day that they work from home. As from 1 January 2022, this reimbursement amounts to €2 per working day.

ARTICLE 19 Accommodation

- The hirer shall ensure that, in the case of temporary or secondment staff, the temporary employment agency provides proper food and accommodation.
- For migrant workers, the housing must meet the standards set by the Stichting Normering Flexwonen (SNF).

ARTICLE 21 Public holidays, Saturdays and Sundays

- Every employee is entitled to leave during generally recognised Christian holidays, namely: Christmas Day and Boxing Day, Easter Monday, Ascension Day and Whit Monday, as well as New Year's Day and the day celebrated as King's Day.
- As a rule, employees do not perform any work on public holidays, Saturdays and Sundays.
- If an employee does not perform any work on a public holiday other than on a Saturday or Sunday, the individually agreed wage for the employee will continue to be paid.
- An employee is entitled to take a day off in respect of a religious, non-Christian holiday or memorial day applicable to him. Requests for this day off must be made to the employer no later than 1 month in advance. Such a day off can only be refused by the employer if honouring the request would seriously disrupt business operations.

ARTICLE 22 Holiday

- Holiday entitlements

The holiday year coincides with the calendar year, from 1 January up to and including 31 December. Every employee is entitled to the following number of leave days per holiday year:

Age	Number of working days		
	leave days	senior days	total
up to 10 years before the state pension age	25	0	25
between 10 and 5 years before the state pension age	25	9	34
from 5 years before the state pension age	25	12	37

If during the calendar year, an employee reaches the age at which he is entitled to senior days off, his entitlement will be calculated on a pro rata basis. The entitlement will be rounded off to whole days.

The qualifying age for senior day off runs synchronously with the state pension age. Therefore, if the state pension age is increased during the term of this CLA, the age referred to in this article will be increased by the same period.

- Summer holidays
15 of the available leave days must be taken consecutively in a period that is determined after reasonable consultation with the employee(s).
- Unscheduled days off
The 10 remaining leave days in each holiday year can be used freely by the employee in reasonable consultation with the employer.
- Days' holiday and leave days taken by the employee are paid in accordance with the individually agreed wage.
- An employee who performs paid work for third parties during the holiday may be subject to summary dismissal.

6. Upon termination of the employment, any remaining holiday entitlements will be paid out to the employee or, at the request of the employee, transferred to his new employer.
Upon termination of the employment, the employer is obliged to issue a statement to the employee showing the holiday balance and paid leave days still due to the employee at that time.
7. An employee who has not been in the employment of the employer for an entire holiday year is entitled to a proportional part of the holiday entitlement; parts of days' holiday are to be rounded off to half or full days, in favour of the employee.
8. If on termination of the employment, the employee appears to have used too many days' holiday and/or leave days, a settlement will take place.
9. For each day's holiday or part of a day's holiday during which the employee is unable to perform the stipulated work on account of special circumstances or reasons as referred to in Section 7:636 of the Netherlands Civil Code, the employee must be granted (part of) a day's holiday at a time to be set by the employer in consultation with the employee, provided the employee has reported this to the employer prior to his incapacity or was paid statutory sickness benefits on the day in question.
10.
 - a. The employee does not accrue holiday entitlements for the time during which he, on account of non-performance of his duties, is not entitled to to the monetary wage.
 - b.
 1. The provisions under (a) do not apply if the employee did not perform his work by virtue of Section 7:635 of the Netherlands Civil Code.
In these cases, holiday rights are accrued for the maximum statutory period during which no work is performed and in which the duration of the interruption period from the respective causes are combined.
 2. If an interruption of the work as referred to under (1) of this sub-paragraph occurs in more than 1 holiday year, the part of the interruption period that coincides with the previous year will be included in the calculation of the period of absence.
 3. The holiday entitlements accrued in the cases referred to under 1 of this sub-paragraph lapse if the employment is terminated by the employee before returning to work.

ARTICLE 22A Holiday UTA employee

1. The UTA employee as referred to in Article 1A, sub g, under 3, is entitled to 25 days of leave per calendar year in the case of full-time employment. The provisions of Article 22, paragraphs 4 to 10 inclusive apply mutatis mutandis to these leave days.
2. UTA employees who were entitled to a higher number of leave days than 25 before 1 January 2021 shall retain this right as long as they remain employed by the same employer. If an employer wishes to agree this higher number of leave days with UTA employees who start working for the employer on or after 1 January 2021, it does not have to request dispensation from the CLA parties for this - contrary to Article 42, paragraph 1.

ARTICLE 23 Holiday allowance

1. Provided the UTA or other employee has been employed by the employer for a full year prior to the consecutive summer holidays, he is paid a holiday allowance of 8% of the individually agreed wage applicable to the employee during that year. This is without prejudice to the provisions of Article 16, paragraph 2 of the Minimum Wage and Minimum Holiday Allowance Act.
2. A UTA or other employee who, at the time of the consecutive summer holidays, has not been employed for a full year, will be entitled to a pro rata part of the amount referred to in paragraph 1 for each month of employment prior to the holiday allowance payment date in the holiday year.
3. The employer is entitled to pay part of this allowance in the form of a winter holiday allowance, on the understanding that at least 60% of the holiday allowance will be paid for the purpose of the consecutive summer holidays. The holiday allowance in the summer period will be paid in

May at the latest.

4. A UTA or other employee who leaves the employment of the employer during the course of a year will be paid a pro rata part of the amount referred to under (1) for each month of employment during the holiday year, insofar as he has not yet received holiday allowance for said period.

ARTICLE 24 Short-term leave

1. In the cases set out below, any UTA or other employee is entitled to leave without loss of the individually agreed wage, for a period set for each individual case, provided that the leave during working hours is, in the opinion of the employer, necessary, that the employee attends the event if possible and provided that the employee, as stipulated in the paragraphs below, notifies the employer in good time:
 - a. in the event of the employee giving official notice of an intended marriage, 0.5 leave day;
 - b. in the event of the employee's wedding, provided it is announced 3 days in advance, 2 days leave;
 - c. in the event of the marriage of one of his children, foster children, brothers, sisters, sisters-in-law and brothers-in-law, provided it is announced 3 days in advance, 1 leave day;
 - d. in the event the employee's partner has given birth, or the person giving birth whose child the employee acknowledges, during the first four weeks after the birth one time the weekly working hours;
 - e. in the event of the death of the employee's partner, a child or foster child living at home, from the day of death up to and including the day after the funeral, unless the terminal care and bereavement leave, all this as referred to in Article 24A, jointly constitute a continuous period of 25 days or more;
 - f. in the event of the death of the employee's parents, parents-in-law, children or foster children outside the scope of paragraph e, 2 leave days. If the employee is in charge of arranging the funeral of a parent, parent-in-law or a child or foster child not living at home, the provisions of this paragraph (e) apply unless the terminal care and bereavement leave, all this as referred to in Article 24A, jointly constitute a continuous period of 25 days or more;
 - g. in all other cases, in the event of the death and/or funeral of one of his grandparents, grandparents-in-law, great-grandparents, foster parents, children (including sons-in-law and daughters-in-law), grandchildren, foster children, brothers and sisters, half-brothers and half-sisters, brothers-in-law, sisters-in-law and house mates admitted to the family, 1 leave day, unless, insofar as it concerns children, the terminal care and bereavement leave, all this as referred to in Article 24A, jointly constitute a continuous period of 25 days or more; in the event of a wedding in the church and/or in a registry office or the employee's partner giving birth coincides with a Saturday, a Sunday, Christian holiday or the last working day of the mandatory business closure (holiday and the festive season around Christmas and New Year), the employee will be compensated 1 leave day;
 - h. in the event of employees who, a year prior to the first possible date of retirement or pension, wish to attend a course in preparation of retirement, a maximum of 2 leave days. To this end, proof of enrolment in a course generally accepted by the business community must be submitted to the employer;
 - i. in the event of the employee's 25th, 40th and 50th wedding anniversary or that of his parents or parents-in-law (provided it is attended by him), 1 leave day;
 - j. in the event of the employee's 25th, 40th or 50th service anniversary, 1 leave day;
 - k. for the purpose of a medical examination at the request of the employer, 1 leave day;
 - l. for the purpose of a visit to the Working Conditions Service, the time it takes;
 - m. in the event of the doctor treating the employee referring him to a specialist or a medical clinic for further examination, for the duration of the resulting absence, subject to a maximum of 1 day per visit unless benefits are granted during this absence;
 - n. in the event of a doctor's visit, insofar as this is not possible outside normal working hours and timely notification has been given. If possible, documentary evidence of this visit must be produced;
for the purpose of a dentist's visit needed for the acquisition or replacement of dentures, insofar as this visit is not possible outside normal working hours and timely notification has been given. If possible, documentary evidence of this visit must be produced;
for the purpose of a dentist's visit within the framework of six-monthly check-ups, insofar as this visit is not possible outside normal working hours and timely notification has been given. The dental record card must be produced on request.

- In these cases, the absence will be reimbursed up to a maximum of 2 hours if the employee resides in the place where the project is located and up to a maximum of 3 hours if the employee resides in a place other than where the project is located;
- o. in the event the employee, as a result of having to fulfil an obligation imposed under or pursuant to the law, is prevented from performing his duties, provided that this obligation cannot be fulfilled in his own time, for the duration of a period to be determined by the employer equitably, subject to a maximum of 2 days and less any compensation the employee may have received from third parties.
2. In the event of demonstrable emergencies, any UTA or other employee is entitled to a maximum of 4 hours of unpaid leave for making arrangements and organise care of his partner or child or children who belong to his household.
The expenses for travelling from work to his place of residence are payable by the employee. If the employees requires to be absent for more than 4 hours, he will be entitled to take a day off.
 3. The employer, in case of leave referred to in paragraphs 1(k) to (o) of this article, will reimburse employees referred to in Article 1A(c) for the travel expenses of public transport (lowest class) travelling from the place of employment up to their place of residence and back, as well as the duration of the journey, at the individually agreed hourly wage applicable.
 4. a. The provisions of Section 7:628 of the Netherlands Civil Code pertaining to the payment of wage apply in the cases referred to therein insofar as the employer is not obliged to continue to pay wages in the following cases:
 1. the introduction of an abridged working week (including so-called zero-hour weeks), provided that the employer has obtained the required permit for that introduction and does not apply for a permit until after consulting the employees' organisations. The parties consider a period of one week for this prior consultation sufficient;
 2. the extension of an abridged working week (including so-called zero hour weeks), provided that if it concerns an extension which in terms of the number of employees involved and/or the number of hours that will be worked less differs from the original permit, the employer will have observed the procedure described in (2) above and, if it concerns an extension as part of which the original permit is adopted unchanged, the employees' organisations announce this timely before the extension taking effect, i.e. at least one week in advance.
 - b. In cases in which the wage must continue to be paid on the basis of Section 7: 628 of the Netherlands Civil Code, the term 'wage' refers to the individually agreed wage unless the provisions of Article 26 of this CLA apply during the so-called waiting times.
 5. For the purpose of application of paragraphs 1 and 2, a single UTA or other employee who runs a joint household with another person on a long-term basis enjoys the same rights as if he were married. In this Article, registered partnership is equated with marriage.

ARTICLE 26 Waiting times

1. Waiting times are all non-productive hours spent at work, as well as all non-productive hours spent away from work with the permission of the employer, as a result of:
 - a. weather conditions, with the exception of frost, the direct consequences of frost and the presence of snow cover;
 - b. the absence of instructions from the employer or his representative;
 - c. the inability to commence work on account of insufficient provisions by the user company;
 - d. the absence of sufficient material due to no fault of the employee;
 - e. delays, caused by the user company during the execution of the work;
 - f. delays resulting from difficulties with materials, tools or machines, due to no fault of the employee;
 - g. weather conditions except for exceptional natural circumstances.
2. The employee is obliged to immediately notify his employer of the technical malfunctions referred to in paragraph 1 of this article. If this obligation is not fulfilled, the waiting time reimbursement scheme referred to in paragraph 3 of this Article does not apply.
3. a. All waiting times are reimbursed on the basis of the individually agreed hourly wage.

- b. The hours which under the provisions of this article can be deemed waiting time count towards determining the normal working time.
4. If during the waiting time, the employer assigns alternative work to the employee for which he is suitable, the employee is required to perform such work.
In that case, the terms and conditions of employment applicable to the employee concerned remain in full force.

Appendix I Job list

As referred to in Articles 1A and 6 of the CLA for Bituminous and Plastic Roofing Companies.

Job list

Category 1A Roof assistant

An employee who carries out basic rooftop duties that do not predominantly consist of applying roof coverings and for which no specific knowledge is required. These basic duties are, in any case, deemed to include:

- maintenance work;
- demolition work;
- installing insulation;
- physical and/or mechanical transport of roofing materials and equipment on the roof or from the ground to the roof;
- cleaning, odd jobs and tidying up.

Category 1B Trainee roofer

An employee who cannot work independently and who carries out his duties under the supervision of the first roofer.

Category 2 Roofer

An employee who can carry out basic duties independently but who does not have the skill set of the first roofer. With effect from 1 July 2019, an employee who has obtained a vocational training qualification will be classified in this category no later than after he has reached the age of 21.

Category 3 First roofer and driver

- a. An employee who has attained professional competence but who is not yet suitable as a foreman.
- b. Driver. An employee whose working hours predominantly involve the transport of materials on behalf of his employer. He assists with loading and unloading and is responsible for loading in such a way that loss or damage to material is prevented as much as possible and that other road users are not endangered. He checks whether the loaded or unloaded goods are in accordance with the lists he has been issued with and arranges for them to be signed for receipt.

If at any one time, no driver work is available, he may be obliged to perform alternative duties, suitable for him, within the company. This work will not constitute a change in the wage provisions applicable to him.

In special cases or if transport of the employees necessitates this, he is obliged to work longer than stipulated in Article 8 of this CLA; all this within the framework of the Driving Hours Decree.

Category 4 Foreman Roofer B

An employee who is competent to manage a team of roofers in every aspect of the work and who is all-round in every area of the profession.

The foreman roofer B is also charged with supervising safety at work and the use of personal protection equipment, as referred to in Article 14, paragraph 4, of the CLA, by the roofers under his supervision.

Category 5 Foreman Roofer A

The foreman roofer B who, as a rule, manages 5 people or more. The foreman roofer A is also charged with supervising safety at work and the use of personal protection equipment, as referred to in Article 14, paragraph 4, of the CLA, by the roofers under his supervision.

Appendix II Pay regulations

As referred to in Article 7 of the Collective Labour Agreement for Bituminous and Plastic Roofing Companies.

Article 1 Pay regulation

1. The guaranteed weekly wages and guaranteed hourly wages are (in Euro):

Guarantee wages for adults

JOB CATEGORY	WEEKLY WAGE			HOURLY WAGE		
	As from 01/01/2022	As from 01/04/2022	As from 01/04/2023	As from 01/01/2022	As from 01/04/2022	As from 01/04/2023
1A and 1B	571.74	588.89	606.56	14.29	14.72	15.16
2	604.89	623.04	641.73	15.12	15.58	16.04
3	638.95	658.12	677.86	15.97	16.45	16.95
4	673.45	693.66	714.47	16.84	17.34	17.86
5	707.50	728.73	750.59	17.69	18.22	18.76

Contrary to the above, the following guaranteed wages apply to adults without a vocational training diploma in job scales 1A and 1B.

JOB CATEGORY	WEEKLY WAGE			HOURLY WAGE		
	As from 01/01/2022	As from 01/04/2022	As from 01/04/2023	As from 01/01/2022	As from 01/04/2022	As from 01/04/2023
1A and 1B	537.96	554.10	570.72	13.45	13.85	14.27

Guaranteed wages for junior employees in the possession of the vocational training qualification

AGE	WEEKLY WAGE			HOURLY WAGE		
	As from 01/01/2022	As from 01/04/2022	As from 01/07/2022	As from 01/01/2022	As from 01/04/2022	As from 01/07/2022
17 years	287.66	302.71	308.19	7.19	7.57	7.72
18 years	332.02	332.02	334.37	8.30	8.30	8.37
19 years	381.31	394.10	401.28	9.53	9.85	10.03
20 years	487.95	525.53	535.01	12.20	13.14	13.38

Guaranteed wages for junior employees not in the possession of the vocational training qualification

AGE	WEEKLY WAGE			HOURLY WAGE		
	As from 01/01/2022	As from 01/04/2022	As from 01/07/2022	As from 01/01/2022	As from 01/04/2022	As from 01/07/2022
16 years	243.75	243.75	244.74	6.09	6.09	6.13
17 years	271.09	275.19	280.18	6.78	6.88	7.02
18 years	302.45	302.45	303.98	7.56	7.56	7.61
19 years	338.74	358.28	364.80	8.47	8.96	9.12
20 years	448.07	477.75	486.38	11.20	11.94	12.17

The guaranteed wages for junior employees not in possession of the vocational training qualification are from 1 April 2022 a percentage of the statutory minimum youth wage:

- 16 and 17 years: 175% of the statutory minimum wage;
- 18 up to and including 20 years: 150% of the statutory minimum wage;

The guaranteed wages for junior employees in possession of a vocational training qualification are from 1 April 2022 equal to the guaranteed wage without the vocational training qualification plus 10%.

Guaranteed wages for new recruits (without experience in the sector),

AGE	1 st six months		2 nd six months	
	Weekly wage	Hourly wage	Weekly wage	Hourly wage
16 years	164.11	4.10	190.51	4.76
17 years	186.81	4.67	216.01	5.40
18 years	225.00	5.63	250.60	6.27
19 years	268.80	6.72	298.40	7.46
20 years	358.40	8.96	398.00	9.95

**Guaranteed wages for new recruits (without experience in the sector),
as from 1 July 2022**

AGE	1 st six months		2 nd six months	
	Weekly wage	Hourly wage	Weekly wage	Hourly wage
16 years	166.07	4.16	192.29	4.81
17 years	190.12	4.76	220.14	5.51
18 years	227.98	5.70	253.31	6.34
19 years	273.60	6.84	304.00	7.60
20 years	364.78	9.12	405.31	10.14

The amounts of the guaranteed wages on the basis of the entry-level scale are composed as follows:

- during the first six months: the statutory minimum wage (SMW) increased by 1/4 of the difference between the statutory minimum wage and the guaranteed wage of junior employees not in the possession of a vocational training qualification.
- during the second six months: the statutory minimum wage increased by 1/2 of the difference between the statutory minimum wage and the guaranteed wage of junior employees not in the possession of a vocational training qualification.

Guaranteed wages for employees with an occupational impairment

AGE	First year of employment 100% of the statutory minimum youth wage (SMJW)		Second year of employment 110% of the statutory minimum youth wage (SMJW)	
	Weekly wage	Hourly wage	Weekly wage	Hourly wage
16 years	137.35	3.43	151.09	3.78
17 years	157.25	3.93	172.98	4.32
18 years	199.05	4.98	218.96	5.47
19 years	238.85	5.97	262.74	6.57
20 years	318.50	7.96	350.35	8.75
21 years and older	398.10	9.95	437.91	10.94

Guaranteed wages for employees with an occupational impairment, as from 1 July 2022

AGE	First year of employment 100% of the statutory minimum youth wage (SMJW)		Second year of employment 110% of the statutory minimum youth wage (SMJW)	
	Weekly wage	Hourly wage	Weekly wage	Hourly wage
16 years	139.85	3.50	153.84	3.85

17 years	160.10	4.01	176.11	4.41
18 years	202.65	5.07	222.92	5.58
19 years	243.20	6.08	267.52	6.69
20 years	324.25	8.11	356.68	8.92
21 years and older	405.30	10.14	445.83	11.15

2. The guaranteed wage for junior employees is increased on account of age with effect from the first full wage week in which the birthday of the person concerned falls.
3. The employer is authorised to grant certain junior employees a guaranteed wage in excess of the amounts referred to paragraphs 1 and 2, on account of their performance or ability. Such increased wage may not exceed the guaranteed wage for the next age bracket of the category the employee concerned is classified in.
4. CLA parties may grant permission to pay junior employees a higher guaranteed wage, possibly the guaranteed wage of a senior employee.

Article 2 Individually agreed wage

1. The individually agreed wage is taken to mean the guaranteed wage of the employee plus a personal allowance. This personal allowance is expressed as a percentage of the guaranteed wage. The individually agreed wage cannot be reduced and may never be less than the applicable statutory minimum wage.
2. The individually agreed wage of the UTA employee is taken to mean the guaranteed monthly wage plus a personal allowance. This personal allowance is expressed as a percentage of the guaranteed monthly wage. The individually agreed wage cannot be reduced and may never be less than the applicable statutory minimum wage.

Article 3 Performance-related pay

In the event of a productivity-enhancing remuneration system, the criteria must be set by the employer in reasonable consultation with the works council or, in the absence thereof, a representative part of the workforce. The employer must notify the CLA parties of the introduction of the aforesaid remuneration system. If no such system is used, the employer will pay the employee a percentage of the guaranteed wage applicable to that employee as extra remuneration, insofar as the employee qualifies for this on the basis of his performance, this at the discretion of the employer.

Article 4 General wage increases

1. During the term of this CLA, the guaranteed wages are incremented as follows, in accordance with the usual methodology:
 - as from 1 April 2022: 3.0%
 - as from 1 April 2023: 3.0%.
 The percentage increase in the consumer price index series CPI-Employees Low (as published by Statistics Netherlands) is included.
2. The individually agreed wages that are higher than the guaranteed wage are also increased with these percentages. The increase is applied over the individually agreed wage up to the guaranteed wage of employees in job category 5 plus 10%. There is no compulsory wage increase for the part of the wage that is above this limit.
3. The structural wage increase as referred to in paragraph 1 and the maximisation as referred to in paragraph 2 of this Article also apply to UTA employees with the exception of the company manager who reports directly to management.
4. a. If a UTA employee has already received a wage increase between 1 January 2022 and 1 April 2022, this shall be considered part of the increase as of 1 April 2022.
 - b. Other components of the remuneration that were increased between 1 January 2022 and 1 April 2022 cannot be set off against the wage increase.

Article 5 Wages for UTA employees

1. UTA employees are divided into three job categories:

- UTA 1: lower support staff, both administrative (secretary, financial-administrative employee, switchboard operator, etc) and logistics (warehouse clerk, site worker, etc)
- UTA 2: staff and management positions at medium level, whether administrative, commercial, technical or managerial
- UTA 3: senior staff and management positions, whether administrative, commercial, technical or managerial.

2. Disputes about the job category a UTA employee is assigned to may be settled by the CLA parties (pursuant to Article 42 of the CLA), with due observance of his or her job title and actual duties. The UTA employee and employer can request the CLA parties for a binding recommendation in this respect. A request to this effect will only be accepted subject to the UTA employee and employer submitting the request jointly.

3. The guaranteed wages for UTA employees are calculated as follows:

- UTA 1: the statutory minimum wage + 10%; given this link to the minimum wage, the general wage development is not reflected in the guaranteed wage in UTA 1. On the other hand, the general wage development is reflected in the (full) individually agreed wage of all UTA employees, therefore also those in job category UTA 1, up to a maximum of the guaranteed wage of employees in job category 5 plus 10%.
- UTA 2: the old calculation basis for the UTA 2 employees;
- UTA 3: the guaranteed wage for employees in job category 5.

Guaranteed wages for UTA employees*

JOB CATEGORY	MONTHLY WAGE	MONTHLY WAGE	MONTHLY WAGE	MONTHLY WAGE
	As from 01/01/2022	As from 01/04/2022	As from 01/07/2022	As from 01/04/2023
UTA 1	1897.50	1897.50	1931.82	unknown
UTA 2	2583.00	2660.50	2660.50	2740.32
UTA 3	3065.00	3158.00	3158.00	3252.74

For every category of UTA employee, the wage increase is calculated over the contractual wage up to maximum the guaranteed wage, converted from weekly to monthly wage, of employees in job category 5 plus 10%. This therefore concerns the following maximum amounts:

As from 01/04/2022	€3,473.80*
As from 01/04/2023	€3,577.82*

The above does not apply to company managers reporting directly to management.

* Based on a full working week (40 hours)

Article 6 Disabled employees

The employer, in consultation with the CLA parties as referred to in Article 42 of this CLA, is authorised to set a deviating guaranteed wage for employees who, as a result of a physical and/or mental condition, are disabled.

Article 7 Allowance for demolition work

1. If existing roof covering needs to be removed or if, when installing roof covering, heat-insulating foam glass slabs need to be handled, the employer will award additional remuneration in the form of a separate allowance.

As from 1 January 2022, this allowance is €0.44 per hour, as from 1 April 2022 €0.45 per hour and as from 1 April 2023 €0.46 per hour for the time actually spent on performing said work.

2. The allowance referred to in the first paragraph will be adjusted on the basis of the percentage by which the guaranteed wages are increased.

Article 8 Qualification allowance

With regard to drivers who are in possession of the CCV-B qualification Professional and Private Goods Transport, the guaranteed wage referred to in Article 1 will be increased by 5%.

Article 9 No-claims bonus

1. Drivers who in the employment of an employer have driven an entire quarter free from damage, are awarded a bonus.

Free from damage is taken to mean that no damage has been caused as a result of a fault or negligence on the part the driver.

2. The amount of the bonus is determined as follows:

- a. After the first claim-free calendar quarter, the bonus for that quarter amounts to as of 1 January 2022 €13.47, as of 1 April 2022 €13.87 and as of 1 April 2023 €14.29.

- b. For every consecutive claim-free calendar quarter, the bonus is increased by €2.13 to a maximum bonus of €21.47 per quarter as of 1 January 2022, by €2.19 to a maximum bonus of €22.12 per quarter as of 1 April 2022 and by €2.26 to a maximum bonus of €22.78 per quarter as of 1 April 2023.

If no bonus has been paid in a certain quarter, €13.47 will again be paid over the next calendar quarter as from 1 January 2022, €13.87, as from 1 April 2022 and €14.29 as from 1 April 2023.

- c. After driving for 12 consecutive claim-free calendar quarters, an extra bonus of €26,7227,32 is awarded from 1 January 2022, €28.14 as from 1 April 2022 and €28.99 as from 1 April 2023.

Each time 4 consecutive claim-free calendar quarters have been completed thereafter, another additional bonus of €27.32, respectively €26.72, €28.14 or €28.99 will be awarded.

Appendix to Article 9: no-claims bonus overview

No-claims bonus	As from as from 1 January 2022	As from 1 April 2022	As from 1 April 2023
after the first claim-free year	€13.47	€13.87	€14.29
increase for every consecutive quarter	€2.13	€2.19	€2.26
subject to a maximum of	€21.47	€22.12	€22.78
no bonus in the next quarter	€13.47	€13.87	€14.29
after 12 consecutive quarters	€27.32	€28.14	€28.99
after each of the four quarters thereafter	€27.32	€28.14	€28.99

ⁱ No rights can be derived from this translation. The original Dutch text is decisive in all cases.

Disputes about this CLA may only be submitted to a Dutch court.

An English translation of the entire CLA is available.