Translation of the CAO Afbouw inzake de bedrijfstakeigen regelingen (BTER) 2022-2026 (nr. 2950).

CLA for the Building Trade Industry - Wide Scheme in the Netherlands

2022 – 2026

July 21, 2026

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Provisions that have not been declared directly binding are shown in italics in the CLA text.

CLA for the Building Trade Industry-Wide Scheme (BTER) 2022-2026

CHAPTER 1
DEFINITIONS, SCOPE AND AGREEMENT

Article 1 Definitions

1. CLA: the national collective employment agreement industry-wide scheme, with the accompanying provisions.
2. CLA for the Building Trade: the national collective employment agreement for the building trade, in effect from 1 January 2026 through 31 December 2027.
3. Employer: the employer who performs work or has work performed as referred to in Articles 2 and 3, as well as:
   a. housing cooperatives and other associations holding legal entities;
   b. foundations;
   c. natural persons or legal entities who perform building work under their own management or supervise repair/renovation or maintenance work;
   d. temporary employment agencies who perform or have it performed, as described in Article 2,

   all to the extent that the persons or institutions referred to at a), b), c) and d) additionally supervise the performance of work as referred to in Article 2 of this collective employment agreement and do not fall within the scope of another wage scheme or collective labour agreement.
3. Employee: the person who works for an enterprise or the department of an enterprise that falls within the scope of this CLA as described in Article 2:
   a. on the basis of an employment contract;
   b. on the basis of a contract for contracting work, unless the person is self-employed.

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

Article 2 Scope

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

m. the installation of: ceramic and/or glass and/or stone and/or plastic tiles; mineral bonded and/or synthetic bonded products, to the extent that this is done as part of the work carried out in the applications described in a) through k) above;
n. performing maintenance and repair work of a non-constructive structural nature that arises directly from, or at least must be considered for practical reasons as closely connected to, the work carried out in the applications described in a) through k) above, if the maintenance and repair work of a non-constructive nature form a secondary component in the total commercial operations of a specific enterprise;
o. performing work, whether or not systematically, with thatched reed or reed mats, or wood wool, gypsum, plaster board, rock wool, plastic foamboard, or other similar types of board as the substrate for (spray) plaster application or finishing work;
p. installing mesh, rib lath, plastic mesh or similar supports to a surface as the substrate for (spray) plaster application or finishing work;
q. applying undercoats to walls, interior walls and facades;
r. applying tin to walls, interior walls and facades;
s. executing the sgraffito technique;
t. executing frescos;
u. applying and/or working with stucco marble;
v. applying and/or working with decorative plaster;
x. Plastering-finishing trade is also understood to mean – insofar as the specified work is not performed as part of practicing the painting and wallpapering trade within the meaning applicable from 1 January 1966 – applying architectural enamel or other materials for finishing plaster coats, regardless of the method used.

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

Article 3 Temporary placement agencies (scope)

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

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

Article 4 Subcontractors
Outsourcing of work to other employers is only allowed if such employers submit all the premiums for the so-called 'industry-wide scheme' to the funds indicated as such by this CLA. This obligation does not apply to employees working under other CLAs.

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

Article 6 Duration of the agreement
This CLA is applicable from 1 January 2022 through 31 December 2026.

Article 7 Termination of the agreement
If the agreement has not been terminated by one of the parties within no less than three months of the termination date, it shall be tacitly extended for a period of one year.

Article 8 Renewing the agreement
Proposals regarding entering into a new collective labour agreement shall be communicated to each of the participating organisations. The parties are obliged to enter into negotiations on the proposals submitted as quickly as possible.

Article 9 Dispensations
1. A request for dispensation may only be awarded if:
   - the criteria listed in the CLA provision for which dispensation is being requested are satisfied; or
   - the employer can demonstrate that circumstances of such a serious nature have arisen that it cannot be reasonably expected that the CLA or parts of the CLA should apply to him/her.
2. A request for dispensation must be backed up with clear reasoning stating the provisions for which dispensation is being requested.
3. A request for dispensation should be submitted to the secretary of the parties to the CLA for the Building Trade, Mauritskade 27, 2514 HD, The Hague, (info@tbafbouw.nl). The secretary shall send the submitter a confirmation of receipt within one week of receiving the request, stating the dispensation procedures.
4. The parties to the CLA may ask the applicant who submitted a written request for dispensation for further information, decide to hold a hearing, or engage experts.
5. The parties to the CLA shall decide within three months regarding the request for exemption, issued in the form of a written decision backed up with supporting arguments. The term for a decision may be extended by one month if the applicant has been asked in writing for further information or if a hearing is planned.

CHAPTER 2
SOCIAL FUNDS AND SCHEMES

Article 10
1. The provisions of:
   - the Articles of the Financing Scheme of the Education and Development Foundation for the Building Trade (O&O) (Annexes 1 and 2);
   - Physiotherapy scheme (Article 23);
   - Accident provision scheme (Article 24);

   as well as further implementation requirements of an organisational and administrative nature that are issued by the board of the said foundation in the framework of the objectives contained in its articles and regulations, which bind employer and employee and form an integral part of this CLA.
2. The amount of the premiums shall be determined annually – following consultation with the parties to the CLA – by the boards of the relevant funds. For the funds and schemes below, the following premiums have been set as of 1 April 2026**:**

<table>
<tr><th>Scheme</th><th>Basis</th><th>Employer's portion</th><th>Employee's portion</th></tr>
<tr><td>O&O for the Building Trade
employee premium

This premium does not apply to the Stonemasonry as referred to in Article 2, paragraph 7.</td><td>gross income for soc. insurance contributions</td><td>2,915%</td><td>0,065%</td></tr>
<tr><td>O&O for the Building Trade
employee premium

This premium only applies to Stonemasonry as referred to in Article 2, paragraph 7.</td><td>gross income for soc. insurance contributions</td><td>3,045%</td><td>0,065%</td></tr>
<tr><td>Physiotherapy
premium per employee</td><td>soc. ins. income day</td><td>€ 0.12</td><td></td></tr>
<tr><td>Accident provision
premium per employee</td><td>soc. ins. income day</td><td>€ 0.13</td><td></td></tr>
<tr><td colspan="4">The hourly wage used to calculate all schemes based on hourly wages is determined by multiplying the guaranteed hourly wage by (as applicable) diploma bonus, foreman's bonus, performance bonus and tariff wages.

Guaranteed wage is understood to mean the wage the employee is entitled to under Chapter 6 of the CLA for the Building Trade.</td></tr>
</table>

CHAPTER 3
SUPPLEMENTARY SCEME AND BONUS

Article 11 Supplementary pension accrual for unemployment

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

Article 12 End-of-year bonus

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

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

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

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

Article 14 Pension

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

CHAPTER 4
SUSTAINABLE EMLPOYABILITY

Article 15 Mijn Loopbaan (My Career)

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

Article 16 80/90/100 Scheme

1. If the recommendations of My Career and/or PAGO and/or re-integration for an employee from the age of 57 indicate that reduction of the hours of work in the current job function from 100% to 80% is the best option to keep the employee sustainably employed, the employee shall be eligible for exemption from performing work on one day per week. In that case, the 80/90/100 Scheme applies: the employee works for 80% of the working week, the employer pays 90% of the wage agreed before hours of work were shortened, and pension accrual remains based on 100%. For part-timers, the scheme is applied pro rata. In individual cases it is possible to deviate from the age limit of 57 by obtaining a decision from the parties to the CLA.

1a An employee aged 61.5 or older can participate in the 80/90/100 scheme. The following conditions apply:
   - the age limit of 61.5 years (reference date 1 January 2022) will increase along with the increase in the state pension age;
   - the employee has worked at least 10 of the last 15 years under the Collective Labor Agreement for Finishing and/or the former Collective Labor Agreement for natural stone; and
   - the employee hands in his scheduled days off.

2. The general wage increases of the CLA for the building trade industry apply to paragraphs 1 and 1a.
3. The employer may submit a declaration for part of the wage costs for the additional leave hours to the O&O fund in accordance with Article 10 of the Sustainable Employability Scheme (Annex 4).
4. When submitting a declaration as referred to in paragraph 3, the employer cannot also submit a declaration for the building site employee to the O&O fund, as referred to in the Articles 21 and 22.
5. The Regulation for Sustainable Employability (Annex 4) applies to the 80/90/100 Scheme.
6. An employee who has been employed by (an) employer(s) as referred to in Article 1 paragraph 3 for less than 5 consecutive years immediately prior to the application cannot make use of the scheme. In individual cases this can be deviated from. To this end, a written and motivated request must be submitted to the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl).

Article 17 Volandis Foundation

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

Article 18

1. Building trade employee as referred to in Article 1 paragraph 6 of this collective labor agreement has the right to stop working a maximum of 3 years before his state pension age if the conditions stated in the scheme for physical intensive professions (Annex 6) are met.
2. The scheme does not apply to the OTA worker as referred to in Article 1, paragraph 7 of this CLA.
3. Entry into the scheme is possible from 1 January 2026 up to and including 31 December 2030.

CHAPTER 5
DECLARATION SCHEMES

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

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

Article 20 Declaration policy for leave

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

Article 20a Declaration policy for supplementary childbirth leave

1. Partners may take a maximum of 5 weeks of supplementary childbirth leave (5 times the number of working hours per week). The employee does not receive wages for supplementary leave days taken. The employer shall apply to the UWV on behalf of the employee for a benefit for the supplementary leave days taken. This benefit is a maximum of 70% of the daily wage, (and 70% maximum of the maximum daily wage), and shall be paid by the employer to the employee. The UWV benefit shall be supplemented by the employer with 15% of the fixed agreed wage.
2. The employer may declare the extra wage costs of the supplement to the O&O fund.
3. a. The declaration must be submitted to the O&O fund within 6 months after the supplementary childbirth leave has ended, using the designated application form, which must be completed in full.
   b. The application form can be downloaded from www.mijnafbouw.nl/declareren/.
   c. The application form must be accompanied by the required supporting documents.
4. An objection to the rejection of the supplement must be submitted in writing, with supporting arguments, to the board of the O&O fund within 6 weeks after the date of the rejection letter, at Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl). The board of the O&O fund shall issue a written decision within 3 months.

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

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

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

1. The employee who was age 53 or above on 31 December 2016 and has worked under this CLA without interruption is entitled to 1 extra leave day.
2. The employee who was age 54 or above on 31 December 2016 and has worked under this CLA without interruption is entitled to 2 extra leave days.
3. The employee who was age 55 or above on 31 December 2016 and has worked under this CLA without interruption is entitled to 13 extra leave days.
4. The extra leave days must be taken in the calendar year in which they have been accrued.

5. The employer shall pay 90% of the agreed wages for these extra leave days. The employee's pension accrual will remain based on 100% of the agreed wages.
6. The O&O fund shall reimburse the employer for the wage costs of the extra leave days taken. The employer must send the declaration for wage costs incurred for the extra leave days in any calendar year to the trust office (www.mijnafbouw.nl/declareren) within 6 months of the end of that calendar year using the requisite form. After this period declarations will not be reimbursed.
7. This Article applies exclusively to the stonemasonry trade, as referred to in Article 2, paragraph 7.

CHAPTER 6
PHYSIOTHERAPY SCHEME AND ACCIDENT INSURANCE PROVISION

Article 23 Physiotherapy scheme

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

Article 24 Accident insurance provision

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

CHAPTER 7
SUBSIDY SCHEMES AFBOUWACADEMIE

Article 25 Subsidy scheme for course and absence costs

1. To encourage further training, an employer may, as of 14 February 2023, apply for the subsidy scheme for course and absence costs for courses taken by his employees.
2 For this subsidy scheme, the O&O fund allocates an amount of € 200,000 per year. The subsidy for course and absence costs is granted insofar the budget permits. If this budget is not fully spent, the balance may be added to the budget of the subsidy scheme as referred to in Article 26.
3. a. Courses listed in the Afbouwacademie Training Catalogue (www.afbouwacademie.com) which state that they fall under the subsidy scheme of the O&O fund are subsidised.
   b. Other work-related courses may be subsidised provided the employer has received prior written permission from the O&O fund. Permission must be requested in writing through the Afbouwacademie. Based on the advice of the Afbouwacademie, the O&O fund will make a decision. The O&O fund informs the employer of the outcome in writing. The O&O fund may attach further conditions to the decision.
4. a. The costs of the course to be followed by the employee shall be paid by the employer.
   b. The employer is eligible for subsidy if the conditions are met.
   c. The following are eligible for subsidy to the employer:
      - absence costs;
      - course costs.
   d. The amount of absence costs, course costs and own contribution to be paid shall be determined by the board of the O&O fund.
   e. For each employee, a maximum of two courses and a maximum of two days of absence are reimbursed per year.
   f. The subsidy to the employer will only be granted if the employee has actually followed the course, as evidenced by the employer.
   g. The subsidy will not be granted if, for the same course, subsidy is provided by third parties such as an insurer or the UWV.
5. a. The subsidy must be applied for by the employer to the O&O fund within 2 months after the course has ended, using the designated application form, which must be completed in full.
   b. The application form can be downloaded from www.mijnafbouw.nl.
   c. The application form must be accompanied by evidence showing that the participant has actually followed the course.
6. An objection to the rejection of the subsidy must be submitted in writing to the board of the O&O fund within 6 weeks after the date of the rejection letter, at Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl). The board of the O&O fund shall issue a written decision within 3 months.
7. If the employer does not give his employee the opportunity to follow a course within the meaning of paragraph 3 of this Article, the employee may apply to the board of the O&O fund for the subsidy for course costs himself/herself (info@tbafbouw.nl). The Fund may decide to pay the granted subsidy directly to the course provider.

Article 26 — Course continuity scheme

1. a. In order to ensure that a number of courses actually take place, a course provider of a course with a start guarantee may, as of 14 February 2023, make use of the Course Continuity Scheme. The Training Catalogue of the Afbouwacademie (www.afbouwacademie.com) states whether a course has a start guarantee.
   b. The board of the O&O fund shall determine, on the advice of Branche Platform Afbouw, which courses must actually take place.
   c. For each course, the board of the O&O fund will determine, on the advice of Branche Platform Afbouw, what the course costs are, how many registrations must have been received by the course provider as a minimum, and from what number of participants the course provider is no longer entitled to subsidy. The subsidy amount shall be the course fee for the number of participants up to that number, reduced by the course fees of the participants who have registered.
2. For the subsidy scheme, the O&O fund shall allocate an amount of € 100,000 per year. The subsidy referred to in paragraph 1 shall only be granted insofar as the budget permits. If this budget is not fully spent, the balance may be added to the budget of the subsidy scheme as referred to in Article 25.
3. a. The subsidy must be applied for by the course provider to the O&O Fund within 3 months after the course has ended, using the designated application form, which must be completed in full.
   b. The application form can be downloaded from www.mijnafbouw.nl.
   c. The application form must be accompanied by the required supporting documents.
4. An objection to the rejection of the subsidy must be submitted in writing, with supporting arguments, to the board of the O&O fund within 6 weeks after the date of the rejection letter, at Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl). The board of the O&O fund shall issue a written decision within 3 months.

Article 27 Subsidy scheme for master tradesmen

1. a. An employer may make use of the subsidy scheme for master tradesmen for following the master tradesman course or the mandatory biennial refresher training as referred to in Article 91A of the CLA for the Building Trade if:
   - his employee fulfils the role of master tradesman in his company;
   - the entrepreneur fulfils the role of master tradesman in his company himself.
   b. The subsidy scheme may also be relied upon by a self-employed person who supervises a student of NOA Opleidingsbedrijf Afbouw/Afbouwprofs.

2. For the subsidy scheme, the O&O fund allocates an amount of € 142,500 per year. That amount may be adjusted in the interim by decision of the board of the O&O fund.
3. Only courses followed at training institutes designated by the parties to the CLA for the Building Trade shall be subsidised. These are listed at https://www.mijnafbouw.nl/subsidieregeling-leermeesters/.
4. a. The following are eligible for subsidy:
      - absence costs;
      - course costs.
   b. The amount of the absence and course costs to be paid shall be determined by the board of the O&O fund.
   c. The subsidy shall only be granted if the person registered for the course has actually and successfully followed the course.
5. a. The registration form for the course shall also serve as the application form for the subsidy.
   b. The registration form must be completed in full.
6. An objection to the rejection of the subsidy must be submitted in writing to the board of the O&O fund within 6 weeks after the date of the rejection letter, at Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl). The board of the O&O Fund shall issue a written decision within 3 months.

Article 28 Subsidy scheme for diploma bonus

1. An employee who has obtained a BBL-2 or BBL-3 diploma that is relevant to the building trade sector and enters into employment with an employer within the meaning of this CLA shall be entitled from his employer to a diploma bonus of up to € 2,500, -. This amount shall be paid at two different times.
   Upon entering employment, the employee shall receive an amount of € 1,250,- from his employer. If the employee is already employed by an employer within the meaning of this CLA at the time he obtains his diploma, he shall receive the amount of € 1,250 around the time he obtains his diploma.
   If this employee is still employed, 2 years after obtaining his diploma, by an employer within the meaning of this CLA, he shall receive an amount of € 1,250,- from his employer around that time. If the employee works part-time, that amount shall be pro rata.
   Only the employee who has obtained a diploma as referred to in the first paragraph on or after 1 January 2026 is eligible for the diploma bonus.
2. The employer may apply to the O&O fund for subsidy for the amount paid.
3. a. The amount paid upon the employee entering employment must be applied for as subsidy to the O&O fund within 6 months after payment, using the designated application form.
      The amount paid two years after entering employment must be applied for as subsidy to the O&O fund within 6 months after payment, using the designated application form.
   b. The application form can be downloaded from www.mijnafbouw.nl/subsidieregeling-diplomabonus/.
   c. The application form must be completed in full and accompanied by the required supporting documents.
4. An objection to the rejection of the subsidy must be submitted in writing, with supporting arguments, to the board of the O&O fund within 6 weeks after the date of the rejection letter, at Mauritskade 27, 2514 HD The Hague (info@tbafbouw.nl). The board of the O&O fund shall issue a written decision within 3 months.

ANNEX 1
Regulations for Compliance and Scope Investigations

Article 1 Definitions

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

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

Article 2 Compliance and Scope Committee for the Building Trade

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

Article 3 Reporting

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

Article 4 Investigation

1. The TABT shall commission a scope investigation or a compliance investigation.
2. The TABT shall exercise its investigatory work with the proper duty of care that regulating agencies are required to observe in similar situations.
3. The first stage of the investigation consists of research from the office. If the information available office research is insufficient to make a decision, an investigation will be conducted on site.

4. All those involved in the investigation are obliged to ensure the confidentiality of everything they come to know in the capacity of their involvement.
5. Enterprises must at all time cooperate in the investigation.
6. If the enterprise refuses to cooperate or provides incomplete or inaccurate information during a scope investigation, this creates grounds for suspicion of applicability of the CLA *and the compulsory obligation*.
7. For a compliance investigation, grounds for suspicion of violation of the CLA in any case or among other things arise if:
   a. the TABT becomes informed of signals in the industry that employers are violating the provisions of the CLA and these signals can be supported by facts;
   b. the designated enterprise refuses to cooperate;
   c. the designated enterprise provides incomplete or incorrect information;
   d. the TABT identifies one or more violations based on the documentation provided.

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

Article 6 Decision
1. The TABT shall present the results of the investigation, including a recommendation, to the committee, which shall take a substantiated decision.
2. The TABT shall inform the enterprise, to which the decision pertains, in writing of the committee's decision, whereby reference shall be made to the further course of the procedure and to the possibility of submitting an appeal against the judgment to the parties.
3. If the decision taken on a compliance investigation is that the employer has not been complying with the CLA, the employer shall be given an opportunity to repair the observed omissions within six weeks, in default whereof an action for damages, as referred to in Article 9, may be brought.

Article 7 Remedy with retroactive effect
1. The committee shall decide on a case-by-case basis whether the omission in compliance must be remedied with retroactive effect.
2. If the committee is unable to come to a unanimous decision regarding a decision to remedy with retroactive effect, the parties shall take this decision.
3. The employer must send a written notification of a decision to remedy with retroactive effect to the employees concerned, including how the calculation was made.

Article 8 Remedy by the employer
1. The employer must remedy the observed omissions within six weeks of receiving the decision referred to in Article 6.
2. If more time is needed to remedy the omissions, the employer may submit a written request to extend that term, backed up with reasoning, and send it to the committee (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl). The committee must have received the request before the said term has expired. The committee shall decide on the request within one working week.
3. The committee may decide to carry out an on-site inspection as referred to in Article 5 to determine whether the employer has recovered. The costs of this re-inspection will be borne by the employer if it appears that the repair has not been completed or has not been fully completed or that no cooperation has been given to the re-inspection.

Article 9 Action for damages for non-compliance with the CLA
1. The parties to the CLA may decide to bring an action for damages, as referred to in Article 15 of the Collective Agreements Act and Article 3 of the Collective Agreements (Declaration of Universally Binding and Non-Binding Status) Act.
2. The possibility of bringing a claim for compensation for damages, as referred to in paragraph 1, is without prejudice to the employee's right to bring (legal) claims against the employer for compliance with the provisions of this CLA or the law.
3. The parties can authorise the TABT to collect compensation for damages as referred to in paragraph 1.
4. A minimum lump-sum compensation for damages shall be set at € 10,000 per incident. This lump-sum compensation for damages is in the nature of a penalty clause, as referred to in Book 6, Article 91 of the DCC.
5. If actual damages are higher than the lump-sum compensation, then the parties are authorised to claim compensation for the actual damages from the employer and the employer is obliged to pay the compensation claimed.
6. Compensation for damages may be imposed if the employer does not cooperate in the remedy. This is considered applicable when, among other things, the employer has not satisfied the provisions of Article 8.
7. If compensation for damages are claimed, the grounds and the scope of the damages shall be communicated to the employer in writing.
8. Payment of compensation for damages is without prejudice to the employer's continuing obligation to remedy all the omissions observed.

9. Compensation for damages is intended to cover the costs of the investigation, legal proceedings and reputational damage. The funds acquired by these means shall be added to the monies of the O&O Fund for the Building Trade to cover the costs incurred. The parties are not required to prove that they have actually suffered the same extent of damages as those they are claiming.

Article 10 Objections

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

Article 11 Costs

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

Article 12 Returning or destroying documentation

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

Article 13 Confidentiality of employer information

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

Article 14 Amendments to the regulation

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

Article 15 Final provision

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

Article 16 Entry into effect

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

ANNEX 2
ARTICLES OF THE EDUCATION AND DEVELOPMENT FUND FOR THE BUILDING TRADE FOUNDATION (STICHTING OPLEIDINGS- EN ONTWIKKELINGSFONDS AFBOUW)

Article 1 Name and registered office

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

Article 2 Object

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

Article 3 Board

1. The board is charged with managing the foundation. In performing their duties, the board members shall be guided by the interests of the foundation and the enterprise or organisation affiliated with it.
2. The board consists of three (3) board members A and three (3) board members B.
3. Board members A shall be appointed and dismissed by the association with full legal capacity: Nederlandse Ondernemersvereniging voor Afbouwbedrijven, with its statutory seat in Utrecht and office address at De Smalle Zijde 20 A, 3903 LP Veenendaal, registered in the Trade Register under number 30171023, or its legal successor in title (NOA).
4. Board members B shall be appointed and dismissed as follows:
   - two (2) board members B shall be appointed and dismissed by the association with full legal capacity: Federatie Nederlandse Vakbeweging, with its statutory seat in Utrecht and office address at Hertogswetering 159, 3543 AS Utrecht, registered in the Trade Register under number 40531840, or its legal successor in title (FNV);
   - one (1) board member B shall be appointed and dismissed by the association with full legal capacity: CNV, with its statutory seat in Utrecht and office address at Tiberdreef 4, 3561 GG Utrecht, registered in the Trade Register under number 64395960, or its legal successor in title (CNV).

5. A board member shall lose his position:
   a. upon his death;
   b. upon his bankruptcy or the application to him of the debt restructuring scheme for natural persons, or if he applies for suspension of payments;
   c. upon being placed under guardianship or if all his assets are placed under administration;
   d. upon his voluntary resignation;
   e. upon his dismissal by the court; and
   f. upon his dismissal by the person or body authorised to appoint him.
6. The board is authorised to enter into agreements for the purchase, disposal or encumbrance of registered property and to enter into agreements whereby the foundation binds itself as guarantor or joint and several co-debtor, undertakes to answer for a third party or undertakes to provide security for a debt of a third party.
7. If the board consists of fewer than six (6) board members, the board shall nevertheless remain authorised to adopt resolutions.
8. The board shall meet at least once a year, at which meeting the annual report and the annual accounts shall be adopted.
9. Notice convening a board meeting shall be sent to all board members at least one week before the board meeting. Each board member is authorised to convene a meeting. This authority also belongs to the Chair, as defined in Article 10.
10. Even if the requirements laid down in the articles of association for convening and holding board meetings have not been observed, valid resolutions may be adopted on all matters discussed, provided that all board members in office are present.
11. In the event of the absence or inability to act of a board member A, the duties and powers of that board member A shall temporarily be exercised by the remaining board members A. In the event of the absence or inability to act of all board members A, the duties and powers of the board members A shall temporarily be exercised by one or more persons, (but no more than three), designated by NOA for that situation.
12. In the event of the absence or inability to act of a board member B, the duties and powers of that board member B shall temporarily be exercised by the remaining board members B. In the event of the absence or inability to act of all board members B, the duties and powers of the board members B shall temporarily be exercised by one or more persons, but no more than three, designated for that situation. FNV may designate one or two persons and CNV may designate one person.
13. A board member shall not participate in the deliberations and shall abstain from voting on a board resolution if he has a direct or indirect personal interest in the subject of the board resolution that conflicts with the interests of the foundation or the enterprise or organisation connected with it. The board member shall, however, have the right to attend the relevant board meeting.

Article 4 Advisers and observers

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

Article 5 Vice-Chairs and Representation

1. The Board appoints two Vice-Chairs from among its members, provided that one Vice-Chair is appointed from the members appointed by NOA and one from the members appointed by FNV and CNV.
2. The Foundation is represented by its Board. In addition, the power of representation rests with the two Vice-Chairs, acting jointly.

Article 6 Quorum and Voting

1. For the holding of board meetings and the taking of board decisions, the presence of one board member A and one board member B is required.
2. Each board member A present has as many votes in a board meeting as the number of board members B present, with a minimum of one. Each board member B present has as many votes in a board meeting as the number of board members A present, with a minimum of one.
3. If a board member is required to abstain from voting with regard to a specific board decision due to a conflict of interest as referred to in Article 3, paragraph 13, he shall be deemed not to be present with regard to that decision for the application of the provisions of paragraphs 1 and 2.
4. Decision-making takes place by simple majority.

Article 7 Tied vote

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

Article 8 Housekeeping rules

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

Article 9 Office and Secretariat

The Board may appoint a secretary, whether or not from among the Board, who may advise the Board. The Board may outsource the administration of the fund to an administrative office, subject to the provisions of Article 13, paragraph 3.

Article 10 Chairman

1. The foundation has a technical chairman who is appointed and dismissed by the board (the Chairman). The Chairman is not a member of the board and, as such, bears no board responsibility. The Chairman advises the board.
2. All meetings of the board of the foundation are chaired by the Chairman. In the absence or incapacity of the Chairman, the older of the two vice-chairmen shall act as chairman of the meeting or, in his absence, the younger of the two vice-chairmen. If the chairmanship is not provided for in this manner either, the meeting itself shall provide for it.

Article 11 Revenue and expenditures

The assets of the foundation consist of:

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

Article 12 Funding regulations

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

Article 13 Financial management and administration

1. The board shall administer and manage the foundation's assets. The board may delegate explicitly defined powers to a body designated by the parties to the CLA and/or to appointed joint committees, whether or not entirely struck from its members. Powers delegated to committees and a body designated by the parties to the CLA shall be exercised under the supervision of the board, which also holds ultimate responsibility.
2. Investments shall be controlled by the board in such a way that:
   a. a reasonable diversification in terms of the nature and risk of the assets and interests is achieved;
   b. the best possible return is achieved;
   c. no significant risks of permanent capital losses are incurred.
3. The assets belonging to the foundation shall, if they are not held at the office, be handed over for safekeeping to an institution registered under the Financial Supervision Act.
4. The costs of financial management pertaining to a financial year shall be charged to the revenue and expenditure of that financial year.
5. The financial year shall be concurrent with the calendar year.
6. The board shall appoint an external registered accountant or certified public accountant with statutory who shall be charged with auditing the annual accounts.
7. The accountant has the right to inspect all the foundation's financial records and documentation, and upon request, to be shown the foundation's assets.
8. The accountant shall report the results of the audit to the board at least once per annum.
9. Each year within six months of the close of the financial year, the board shall account for its policy in a written report submitted to NOA, FNV and CNV.
10. The report referred to in paragraph 9 shall contain:
    a. a general overview of the work of the foundation during the previous financial year, specified according to the expenditure objectives and activities stated in Article 2.
    b. accounts and report on the financial management of the foundation, consisting of a financial statement and an account of the revenue and expenditures, specified according to the expenditure objectives and activities stated in Article 2 and accompanied by a statement from a registered accountant reporting the findings of the audit, which documentation must make evident that the payments were made according to the expenditure objectives;
    c. the statements for associations, institutions or persons referred to in Article 2, paragraph 2, shall be in their entirety included in the annual report for the financial year;
    d. where applicable, notifications regarding amendments that have been made to the articles and/or rules and regulations.
11. The annual report shall be sent to the employer and employee organisations referred to in Article 3 of these articles.
12. The annual report and the accountant's statement shall be deposited:
    a. at the offices of O&O Fund,
    b. at one or multiple locations to be designated by the Minister of Social Affairs and Employment

    for inspection by the relevant employers and employees.
13. The annual report and the accountant's statement shall, upon request, be sent to the employers and employees involved in the O&O Fund at cost. The board shall draw up a budget each year before the start of the next financial year according to the anticipated income and expenditure of the next financial year and specified according to the expenditure objectives of the Foundation. This budget shall be deposited at the offices of the Foundation for inspection by the employers and employees involved and shall, upon request, be sent to the employers and employees involved at cost.

Article 14 Appeals
No appeals may be brought against decisions of the board regarding funding and subsidy applications, without prejudice to the possibility of submitting a new application.

Article 15 Accountability
The board shall be held accountable for past, present and future policy before the organisations referred to in Article 3.

Article 16 Amendments to the articles and dissolution
1. Amendments to the articles, the housekeeping rules and funding regulations may only be implemented by the board with the prior written approval of the NOA, FNV and CNV. The articles and regulations, and amendments to the articles and regulations shall not enter into effect before a complete copy of the documentation or the amendments thereto respectively, signed by the board, have been deposited with the registrar of the sub-district court of Amsterdam for inspection by anyone.
2. The Board is authorized to dissolve the Foundation. The Board resolution to this effect requires the prior written approval of NOA, FNV, and CNV.
3. If NOA, FNV, and CNV jointly notify the Board by registered letter of their decision to terminate their cooperation with the Foundation, the Board shall dissolve the Foundation within two (2) years of said notification. Notwithstanding the provisions of paragraph 2, the Board resolution to this effect does not require the approval of
4. In the event of dissolution, the board is charged with the liquidation, unless it has designated another organization, person, or persons for that purpose.
5. Upon dissolution, the Board shall decide on the allocation of any surplus. Any surplus must be allocated to a purpose that most closely corresponds to the purpose of the foundation.

Article 17 Final provision
The Board shall decide in all cases not provided for in these Articles of Association or the regulations of the Foundation.

Article 18 Entry into force
These Articles of Association shall not enter into force until a copy of this deed, signed by the Board, has been made available for public inspection at the registry of the Amsterdam Subdistrict Court.

ANNEX 3
FUNDING REGULATIONS OF THE EDUCATION AND DEVELOPMENT FUND FOR THE BUILDING TRADE FOUNDATION (STICHTING OPLEIDINGS- EN ONTWIKKELINGSFONDS AFBOUW)

Article 1 Definitions
In these regulations, the following words have the following meanings:
a. the foundation: the Education and Development Fund for the Building Trade Foundation (Stichting Opleidings- en Ontwikkelingsfonds Afbouw);
b. the articles: the articles of the above-mentioned foundation;
c. the employer: the employer as referred to in the CLA for the Building Trade Industry-Wide Scheme, insofar as these employers are obligated under this CLA to contribute to the Foundation;
d. the employee: the employee referred to CLA for the Building Trade Industry-Wide Scheme;
e. trust office: APG, the trust office for the Building Trade.

Article 2 Premium obligation
1. The employer owes the foundation premiums for funding the object as stated in the articles. Premiums are determined in the form of a percentage of the wage paid by the employer to his/her employees who fall under a CLA that obliges the employer to contribute to the foundation. Wages refers to wages as defined in the Social Insurance (Funding) Act.
2. The premium is owed for a maximum of 1.5 times the maximum premium wage, as defined in the Social Insurance (Funding) Act.
3. The amount of the premium referred to in paragraph 1, as well as the apportionment to the employer and the employee shall be determined by the board annually, after consultation with the parties to the CLA.
4. As of 1 April 2026, the premium totals 2,915% of the gross income for social insurance purposes to be paid by the employer and 0.065% of the gross social income for social insurance purposes to be paid by the employee. This premium does not apply to the stonemasonry as referred to in Article 2, paragraph 7 of the CLA.
5. For the stonemasonry as referred to in Article 2, paragraph 7 of the CLA, the premium as of 1 April 2026 is 3,045% of the gross SV wage, to be paid by the employer and 0.065% of the gross social income for social insurance purposes to be paid by the employee.

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

Annex 4
Sustainable employability scheme, as referred to in Articles 15 and 16 of this CLA

Chapter I DEFINITIONS

Article 1 Definitions
In this scheme, the following words have the following meaning:
a. employer: the employer, according to Article 1, paragraph 2 of the CLA for the Building Trade;
b. employee: the employee, according to Article 1, paragraph 3, of the CLA for the Building Trade;
c. O&O fund: Educational and Development Fund for the Building Trade (Opleiding- en Ontwikkelingsfonds Afbouw);
d. parties to the CLA: the employer and employee associations party to the CLA for the Building Trade;
e. CLA: CLA for the Building Trade 2026-2027
f. building trades*:* plastering trade, ceiling and wall trade, flooring trade, terrazzo flooring trade, blocklaying trade and stonemasonry trade as referred to in Article 2, paragraph 1 of the CLA.

Chapter II MIJN LOOPBAAN

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

Article 3 Application and intake
After the employee and/or employer has applied to Mijn Loopbaan (www.mijnafbouw.nl), an intake interview will take place which will be used as the basis for deciding whether the employee is eligible to participate in the pathway Ambition (Article 4), Prevention (Article 5), Working until pension (Article 6), or Long-term sickness (Article 7).

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

Article 5 Prevention Pathway
1. The Prevention Pathway is intended for employees who are threatened with work disability in their current job function and therefore are looking for different work, whether now or for the future. Mijn Loopbaan offers the employee advice and supervision.
2. The threat of work disability may be revealed by a Periodic Work Health Examination (PAGO). If no (recent) PAGO is available although the participant's situation necessitates participation in the pathway, the career counsellor may request a PAGO.

Article 6 Promoting Sustainable Employability Pathway
1. The Working Until Pension Pathway is intended for employees age 55 and above who cannot maintain good health while working in their current job function until pensionable age. Mijn Loopbaan offers the employee advice and supervision.
2. Not being able to keep working in good health in the current job function may be revealed by a Periodic Work Health Examination (PAGO). If no (recent) PAGO is available although the participant's situation necessitates participation in the pathway, the career counsellor can request a PAGO.
3. For this pathway the central question is whether and which measures must be taken to effectuate that the employee can keep participating in a healthy and motivated way in the labour process until pensionable age.
4. Individual cases may deviate from the age limit stated in the first paragraph. In order to be eligible, a written request backed up with reasons should be sent to the parties to the CLA (Mauritskade 27, 2514 HD The Hague, info@tbafbouw.nl).

Article 7 Long-term Sickness Pathway

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

Article 8 Advising results

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

- No measures are necessary;
- Adjustments to the work package of the current job function;
- Adjustments to the hours of work in the current job function;
- Re-training or additional training;
- Mediation to a different job function within or outside the company or the building trade sector;
- Participation in the 80/90/100 scheme.

Article 9 Measures

1. If it becomes evident that measures are needed for implementation of the pathway, the participant and the employer shall give further effect to these measures.
2. Mijn Loopbaan has an advising role when it comes to financing the measures and shall emphatically represent the interests of the participating employee and the employer in this regard.
3. To the extent that Mijn Loopbaan provides facilities to implement the measures itself, they will be used.
4. An employer may be asked to make a contribution to a measure of € 1,000 minimum per pathway. If the costs of a measure per pathway come to less than € 1,000, the employer may be asked for a small contribution.
5. The O&O contributes a maximum of € 2,500, to the costs of a measure per pathway, budget permitting.
6. If the costs for the measure come to € 2,500, a request for a higher contribution may be submitted to the O&O fund, accompanied by Mijn Loopbaan's supporting reasons. In such a case, a fair contribution may be requested from the participating employee.
7. The employer, the employee participating in a pathway, and Mijn Loopbaan shall make arrangements in consultation regarding the costs of re-training or additional training (programme/course/training/coaching fees, leave of absence, books), which shall be set down in a Personal Development Plan (PDP).
8. If the employee participating in a pathway attends re-training or additional training less than 50% of the time and is unsuccessful in completing the programme, he/she will be required to pay back 50% of the tuition fees.
9. The costs of a pathway associated with participation in the 80/90/100 scheme, as referred to in Article 16 of this CLA, shall be borne by the employer. The employer may request the O&O fund to reimburse 50% of these costs, excluding VAT. Such a request must be submitted to the Fund within three months of the pathways completion, using the designated form (www.mijnafbouw.nl/Mijn-cao-aanvragen). The O&O Fund shall grant a request if and to the extent that the budget permits. Timely notification regarding this matter will be provided.

Chapter III 80/90/100 SCHEME

Article 10 80/90/100 scheme

1. In accordance with the provisions of Article 16 of the CLA, employees age 57 and above are entitled to participate in the 80/90/100 scheme: the employee works for 80% of the working week, the employer pays 90% of the wage agreed before the hours of work were shortened, and pension accrual remains based on 100%. For part-time, the scheme is applied pro rata. In individual cases, a decision by the parties to the CLA may allow for a departure from the age limit specified in Article 16, paragraph 1, of the CLA.
2. The employee must be given time off from the work to be performed for a fixed time or fixed times during the week. The employee and employer concerned shall make written arrangements about the time off.
3. a. The O&O-fonds shall partially reimburse the employer for wage costs and pension contributions associated with the employee's participation in the scheme. No reimbursement shall be provided for the exempted day referred to in paragraph 2 if it coincides with a period of illness or a public holiday.
   b. In the event of participation under Article 16, paragraph 1 of the CLA, the following also applies as of 1 January 2023: On a quarterly basis, the first € 250 of the wage costs and pension contributions relating to days on which the employee is exempted from performing work shall be borne by the employer and therefore cannot be claimed from the O&O Fund. The aforementioned amount of € 250 applies per participating employee.
   For employers carrying out activities in the stonemasonry trade as referred to in Article 2, paragraph 7 of the CLA, the applicable amount is € 125 rather than the aforementioned € 250.
   c. For participation under Article 16, paragraph 1(a) of the CLA, the following additional rule applies as of 1 January 2023: On a quarterly basis, the first € 500 of wage costs and pension contributions relating to days on which the employee is exempted from performing work shall be borne by the employer and therefore cannot be claimed from the O&O Fund. The aforementioned amount of € 500 applies per participating employee.
   For employers carrying out activities in the stonemasonry trade as referred to in Article 2, paragraph 7 of the CLA, the applicable amount is € 300 rather than the aforementioned € 500.

d. An employer may submit a claim for the first time once the O&O fund has informed the employer and the employee concerned about this by letter. A copy of this letter is sent by the O&O fund to APG, which is responsible for processing the claims.

4. a. The employer must submit quarterly claims to the O&O fund (www.mijnafbouw.nl/Mijn-cao-aanvragen) for wage costs and pension contributions relating to the days on which the employee is exempted from performing work, using the designated form.

   b On the form, the employer must state:
   - The employee's fixed exempted day as referred to in paragraph 2.
   - The days on which the employee did not work on the fixed exempted day due to illness.
   - The date the employee became absent due to incapacity for work as referred to in Article 75 of the CLA for the Building Trade.

   c. An incompletely filled-out form will not be processed. The employer will be given one opportunity to rectify this within one month.

   d. Claim forms must be submitted within three months of the end of the quarter. Claims received after this period will not be reimbursed.

5. *The O&O fund may commission a financial audit of the employer in order to verify whether the declared wage costs and pension premiums were actually incurred. By submitting a declaration, the employer gives permission for a financial audit. Wrongfully declared wage costs and pension premiums will be reclaimed. The costs of the financial audit may be charged to the employer, if wage costs and pension premiums have been wrongfully declared.*
6. If the employee makes use of the 80/90/100 scheme, then no use may be made of the transitional scheme for seniors' days, as referred to in Articles 21 and 22 of the CLA.
7. The parties to the CLA for the Building Trades will evaluate the 80/90/100 scheme in November 2023, among other things with the aim of monitoring cost developments.
8. The O&O Fund is authorized to terminate participation in the 80/90/100 scheme if the participant has been absent due to illness for eight weeks or more. Written notification of this shall be provided to the employee concerned, their employer, and APG, which is responsible for processing claims.

Chapter IV FINANCING

Article 11 Funding

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

Chapter V FINAL PROVISIONS

Article 12 Unforeseen cases

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

Article 13 Entry into effect

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

Article 14 Reference title

This scheme shall be cited as: Sustainable Employability Scheme.

ANNEX 5
Preventive healthcare package for individuals, as referred to in Article 17, paragraph 2 of this CLA

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

The preventive healthcare package for individuals will, until 31 December 2020, cover:
1. A pre-employment medical examination. The pre-employment medical examination is a job-oriented examination whereby the duties entailed by the work are carefully weighed against the employee's capacity for work. The assessment guidelines of Volandis, 'Work Suitability', for the construction sector should be used.
2. The Youth Medical Examination for Work for employees under the age of 20, which shall be conducted on a voluntary basis one year after starting work in the trade, whereby the duties entailed by the work are carefully weighed against the employee's capacity for work and the employee shall receive personal advice on performing the job in a safe and healthy way.
3. Periodic Medical Examination for Work (PAGO). This PAGO is a preventive exam and geared to individual sectors, and starts at the age of 20; it is thereafter conducted when the employee reaches the age of 24, 28. 32, 36, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62 and 64. After that, as individually indicated.
4. Office Hours for the Company Doctor, so that the employee can visit spontaneously.
5. Follow-up Activities, to the extent that the pertinent activities indicate their need.
6. Activities in the context of the company preventive healthcare package for individuals shall strictly be performed by certified health and safety services who meet the quality requirements set by Volandis. *The health and safety services are obliged to pass on the employee details they have collected to Volandis in the manner that Volandis has prescribed.* Volandis shall reimburse the health and safety service for activities based on contractual agreements.
7. Job-specific Periodic Examination (GPO) for those trades that entail particular health risks or whereby correct performance of duties is extremely important for the safety of the employee involved and/or other employees.

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

ANNEX 6
SCHEME FOR PHYSICAL INTENSIVE PROFESSIONS AS REFERRED TO IN ARTICLE 18

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

   A legally registered partner is always equivalent to a spouse.

Article 2 Entry into the scheme
Entry into the scheme is possible from January 1, 2026 *to December 31, 2030*.

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

Article 4 Restriction of rights after long-term unemployment
For beneficiaries who have been unemployed for more than 3 months in the 12 months immediately prior to the retirement date, the additional condition applies that they must have worked for at least 18 months in a period of 2 years immediately prior to the retirement date for an employer as referred to in Article 1 paragraph 3 of the CLA.

Article 5 Decision-making power
The board of the Foundation decides on requests to grant a benefit.

Article 6 Execution
APG is charged with the implementation of this regulation. The implementation of these regulations takes place under the responsibility, supervision and instruction of the Board of the Foundation.

Article 7 Method of requests
1. The beneficiary who wishes to qualify for the benefit under this scheme must submit a request to that effect at least 3 months before the desired retirement date. The request is submitted to APG, together with the requested supporting documents.
2. The request is submitted using the appropriate form, which is completed and signed completely and truthfully.
3. When submitting the request, the entitled party gives APG permission to request all information known about him/her that is necessary for the calculation of the amount of the benefit from the Stichting Bedrijfstakpensioenfonds voor de Bouwnijverheid.

Article 8 Payment
1. At his request, the Foundation will grant a benefit within the meaning of these regulations to the entitled party with effect from the date referred to in Article 3, paragraph 1 under d.
2. The benefit is granted for a maximum of 36 months and ends at the state pension age. The benefit is paid in equal monthly amounts.
3. The Foundation determines the amount of the payment on an annual basis. The payment shall not exceed the statutory RVU threshold exemption.
   The maximum amount is indexed annually on 1 January for the granting of new benefits by ministerial regulation. The Foundation is authorized to index current payments and will make a decision on this no later than December of each calendar year, with due observance of the statutory maximum.
4. No holiday allowance is awarded to the entitled party.
5. If the benefit is requested for less than 36 months, the monthly benefit is equal to that which would be granted for 36 months.
6. An eligible person who held a part-time position or a flexible contract prior to the date of departure is entitled to a benefit calculated pro rata to their working hours. In the case of a flexible contract, the pro-rata benefit is determined based on the average number of hours worked during the 12 months preceding the date of departure.
7 An individual whose part-time employment was modified prior to the date of departure — specifically, where working hours were increased during the 12 months preceding that date — is entitled to a benefit calculated pro rata based on the working hours in effect prior to that increase.

Article 9 Discounts on benefits
1. a. During the term of the payment, it is prohibited to perform activities of any kind within the construction industry under this scheme and under any conditions or remuneration whatsoever. This prohibition also applies expressly to the performance of work 'free of charge' or for an expense allowance.
   b. Without prejudice to the provisions of Article 11, paragraph 2, the Board of the Foundation may grant written exemption from the prohibition set out in sub a. The board may attach further conditions to the exemption.
   c. Without prejudice to the provisions of Article 11, paragraph 2, it is permitted to perform activities outside the construction industry with the permission of the Board of the Foundation. The board may attach further conditions to the permission.
   d. The Board of the Foundation is authorized to impose a sanction, as referred to in Article 13, in the event of a violation of the prohibition included in sub a or in the event of non-compliance or incomplete compliance with a condition laid down in sub b or c.
2. a. The benefit in the event of incapacity for work under the Sickness Benefits Act and/or AAW/WAO/WAZ/WIA/WGA will be deducted from the benefit of the beneficiary.
   b. For the purposes of the provisions under a of this paragraph, the entitled party is deemed to receive a disability benefit if the entitled party voluntarily waives this right, on the understanding that the benefit is withheld in full if the disability benefit reaches an incapacity for work percentage of 80%. or more would have been calculated.
3. The amount owed by the entitled party in wage tax/national insurance contributions and other legally required deductions will be deducted from the payment.

Article 10 Payout
The payment under this scheme is paid monthly by APG to the entitled party.

Article 11 End of the benefit
1. Entitlement to benefits under this scheme ends on the day on which the beneficiary reaches state pension age or in the event of death on the first day of the following month.
2. The right to payment ends before the date referred to in the first paragraph if the entitled party in or outside the construction industry accepts an employment contract again, with effect from the first day on which he is employed in that employment.
3. The right to payment ends before the date referred to in the first paragraph if the entitled party establishes itself as an entrepreneur in or outside the construction industry, with effect from the date of establishment.
4. *The following applies with effect from 1 January 2022.*
   In the event of the death of the beneficiary, the benefit is paid monthly by the implementing organization to his partner as defined in Article 1 paragraph 7 of these regulations. This is done under the same conditions and restrictions, on the understanding that the benefit ends with effect from the day on which the deceased person entitled to benefit would have reached his state pension age or – if earlier – two months after the death of the

Article 12 Duty to provide information

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

Article 13 Withdrawal and amendment of a decision to pay out

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

Article 14 Stay abroad

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

Article 15 Dispensations

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

Article 16 Objection

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

Article 17 Hardship clause
In individual cases, the Board of the Foundation may deviate from the provisions of these regulations if the application of these regulations leads to an unintended and undesirable situation for the person concerned.

Article 18 Warranty provision
After termination of this scheme, the entitlements and rights of this agreement will continue to apply and the costs arising therefrom will be financed.

Article 19 Financial resources
1. The Board of the Foundation determines the annual budget for this scheme.
2. In the event of an actual or anticipated budget overrun, intake into this scheme will be halted, unless the Board of the Foundation decides to make additional funds available.

Article 20 Starting date
These regulations come into effect on January 1, 2021 and has since been amended.

Article 21 Quote title
These regulations will be cited as: Regulations for serious professions.

ANNEX 7
DECLARATION POLICY FOR LEAVE SCHEME

Article 1 Definitions

a. Employer: the employer as defined in Article 1, paragraph 3 of the CLA for the Building Trade Industry-wide Scheme.
b. Employee: the employee as defined in Article 1, paragraph 4 of the CLA for the Building Trade Industry-wide Scheme.
c. Fund: Education and Development Fund for the Building Trade (Opleiding- en Ontwikkelingsfonds Afbouw).
d. Parties to the CLA: the employer and employee associations who are the interested parties to the CLA for the Building Trade.
e. CLA for the Building Trade Industry-wide Scheme: the CLA for the Building Trade Industry-wide Scheme, applicable from 1 January 2022 through 31 December 2026.
f. A partner is considered as equivalent to a spouse upon presentation of:
   a. a cohabitation agreement executed by a civil-law notary; or
   b. an extract from the register of births, deaths and marriages showing that the employee and the partner have been registered at the same address for at least 1.5 years.

   A legally registered partner is always considered as equivalent to a spouse.
g. APG: the trust office for the industry-wide scheme for the Plasterers, Finishers and Terrazzo/Flooring Trades sector.

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

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

Article 3 How to declare bereavement leave

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

Article 4 How to declare palliative care leave

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

Article 5 How to declare short-term care leave

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

Article 6 Amount of compensation

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

Article 7 Payment

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

Article 8 Information provision

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

Article 9 Sanctions

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

Article 10 Final provision

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

Article 11 Entry into effect

This scheme enters into effect on 1 January 2011.

Article 12 Reference title

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

ANNEX 8
PHYSIOTHERAPY SCHEME, AS REFERRED TO IN ARTICLE 23 OF THIS CLA

Article 1 Scope

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

Article 2 Premium obligation

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

Article 3 Premium payment

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

Article 4 Terms and conditions

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

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

Article 5 Exclusions from compensation

No compensation shall be granted if:

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

Article 6 Application procedure

1. Applications for compensation must be submitted by the employee to:
   Fidus de Bilt
   Utrechtseweg 2
   3732 HB De Bilt
   E-mail: debilt@fidus.nl
2. The employee should make application using the official declaration form for physiotherapy under the CLA for the Building Trade. This form can be downloaded via www.noa.nl or requested from the parties to the CLA. The employee is obliged to attach and send the following documents as proof along with the declaration form completed and signed by the employee:
   a. statement (copy of notification of payment) form the healthcare insurer(s) who cover the costs of physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy treatments, not being eligible for compensation under the Basic Insurance of the Healthcare Insurance Act and/or any other coverage (supplementary or special) taken out by the employee;
   b. sufficiently specified original invoice from the treating therapist in physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy; in all events this invoice must give evidence of the number of treatments, the dates of treatment, the rate per treatment and the complete name and address of the treating therapist in physiotherapy, manual therapy, medically necessary Cesar therapy and Mensendieck remedial therapy.
3. Should Fidus de Bilt require supplementary data or information in addition to the documents stated in paragraph 2 of this Article in order to assess the application, the employee is obliged to provide this information, insofar as the application is related to the request to proceed to payment for the treatments.
4. Applications for compensation may be submitted no later than 6 months after the end of the calendar year in which the treatment took place.

Article 7 Payment compensation

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

Article 8 Sanctions

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

Article 9 Final provision

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

Article 10 Term

The term of this scheme is five years, i.e. from 1 January 2022 through 31 December 2026.

ANNEX 9
GENERAL TERMS AND CONDITIONS OF ACCIDENT INSURANCE FOR EMPLOYEES UNDER THIS CLA, AS REFERRED TO IN ARTICLE 24 OF THIS CLA

Article 1 Definitions

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

1. insured:
   a. All employees working in: plastering, finishing, ceiling and wall trade, terrazzo/flooring trades, blocklaying trade and stonemasonry trade as referred to in Article 2 of the CLA for the Building Trade Industry-Wide Scheme, insofar as they are insured for the purposes of compliance with social insurance laws by UWV, evidenced by being recorded on the collective salary statement to be submitted annually by the employer to UWV.
   b. And insofar as the employees are working in an employment relationship that is based on a working week of at least 10 work hours. The age limit is age 70.
2. accident: a sudden, unintended, damage-causing incident within the insurance period that results in the death or permanent disability of the insured.
3. permanent disability: irreparable loss of function or ability to work, regardless of the insured's profession.
4. parties: insurers, intermediary, contracting party and the insured.
5. insurers: W.A. Hienfeld B.V., Postbus 75133, 1070 AC Amsterdam
6. intermediary: Fidus De Bilt, Utrechtseweg 2, 3732 HB De Bilt, e-mail: debilt@fidus.nl.
7. trust office: APG, the trust office for the Building Trade.

Article 2 Premium obligation

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

Article 3 Premium payment

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

Article 4 Extent of risk coverage

1. Risk coverage includes drowning, asphyxiation, breathing hazardous substances, any form of non-bacterial acute poisoning (including consumption of toxic food or drink), freezing, sunstroke, exhaustion and hardship if isolated from the outside world as a result of any disaster (flooding, shipwreck, emergency landing, crashing, and so forth), as well as all personal risk in connection with attempts to save or rescue human or animal life or property.
2. The insurers waive the right to invoke any authorisation under Article 7:952 of the DCC in the case of damages, with the exception of the provisions of Article 5.

Article 5 Limitations to the risk coverage

1. Risk coverage does not include:
   a. accidents intentionally caused by interested parties covered by the insurance;
   b. the consequences of splitting of the atom by unnatural causes or any other application of atomic energy;
   c. accidents directly connected with war, civil war, occupation, invasion, revolution, military service (other than practice drills in peacetime), deportation and imprisonment;
   d. accidents due to participating in:
      1. cycling competitions;
      2. horse racing and jumping competitions;
      3. competitions with motor vehicles, whereby either an element of speed dominates – in all events this does not include endurance/skills trials, treasure hunts, orientation trips, etc. – or they are not held in the Netherlands, or they are longer than 24 hours, as well as preparation or training for such events;
   e. hunting accidents when hunting large game outside of Europe, bob-sledding and mountain climbing and glacier excursions which require alpine experience and equipment.

2. No claim to benefits will be granted under this insurance policy for:
   a. hernias and fractured discs, unless the insured can prove that the fracture was caused by something outside the body;
   b. accidents the insured was subjected to during the time that he/she obviously used narcotics or intoxicants or stimulants other than on medical prescription, and was not in any condition to take measures to prevent an accident from happening, unless there is no causal connection between the 'use' and the 'accident'; alcoholic drinks are not considered to be such substances;
   c. accidents caused because the insured was in a state of morbidity.

Article 6 Area of coverage

1. This insurance policy covers the whole world.
2. Air travel is only covered if the trip is made as a passenger and then only if this does not take place in a military jet aircraft.

Article 7 Benefits for permanent disability

1. Total permanent disability is assumed if there is complete loss or total inability to use both arms or hands, both legs or feet, one arm or hand and one leg or foot, complete blindness, incurable mental disease, and total incurable paralysis.
2. Benefits for permanent partial disability are proportional to the degree of disability. Permanent partial disability shall be allotted *inter alia* according to the percentages given below for complete loss or total disability of:
   arm or hand 75%
   leg or foot 70%
   thumb 25%
   index finger 20%
   ring finger or middle finger 12%
   little finger 10%
   big toe 10%
   any other toe 5%
   sight in one eye 60%
   hearing in one ear 30%
   hearing in both ears 65%.
3. For partial loss or partial disability, a proportional percentage will be paid. For loss or disabling of several fingers of the same hand, benefits paid shall never be higher than for the loss or disability of an entire hand. For loss or disability of body parts or organs, benefits paid shall never be higher than the insured amount for total disability.
4. All the incidents of disability not listed in the table shall be determined by an expert appointed by the insurers for that purpose, with due observation of the ratios given in this table.
5. For loss or disability of a body part or organ that was partially damaged or partially disabled before the accident, the benefits shall be proportional to the increased degree of disability caused by the accident.
6. If no benefits have been paid for permanent disability within six months of the accident, the insurers shall, from that time, compensate by paying interest of 6% per annum on the amount that will ultimately be owing on account of the permanent disability. Benefits for permanent disability must be determined no later than 2 years after the accident.

Article 8 Obligations when an accident occurs

1. One is obliged to give notification the intermediary of all the special conditions pertaining to the accident and its consequences within one week of the consequences having been revealed, and particularly to fully and truthfully complete the accident forms and to provide all the required information that is pertinent fully and truthfully. The requisite accident forms are available from the secretary to the supervisory committee (by telephone), who also provides information. The requisite accident forms are also available from the parties to this CLA.
2. In the case of an accident, the insured must ensure the required medical treatment is obtained and furthermore cooperate in everything that will promote recovery or prevent complications.
3. Following an accident, the insured must give the insurers an opportunity for a medical examination by a medical professional designated by the insurers at a time and place to be determined by that medical professional. The costs associated with any necessary care in a facility for the said purpose shall be borne by the insurers.
4. For a fatal or life-threatening accident, the interested parties are required to report this to the intermediary by telegram or express mail within 72 hours, or in any case before the funeral or cremation, and immediately send in all the special conditions that they have or will have available, in accordance with paragraph 1.
5. If reporting referred to in paragraphs 1 and 4 has not taken place on time, any claim to benefits shall be cancelled unless it can be demonstrated to the satisfaction of the insurers that no blame can be reasonably attached to the interested party or parties for the late notification or that the interests of the insurers have not be damaged thereby.
6. Interested parties are obliged to reasonably consent to cooperate as requested by the insurers in an investigation into the cause of death, upon penalty of loss of any claim to benefits.

Article 9 Disputes

Any disputes of whatever nature arising from this agreement, including those that are considered as such by one of the parties, shall be settled by arbitration to the exclusion of the ordinary courts. The party who desires the arbitration shall inform the counterparty thereof in writing and request appointment of three arbitrators by the sub-district court of Rotterdam. The arbitrators shall decide the rules for the proceedings. The arbitrators shall pronounce judgment as good citizens in fairness and likewise decide on the costs of arbitration. They shall be empowered to extend the period of their duties if they find it necessary. Before a dispute between the insured and the insurers regarding benefits following an accident is submitted to arbitration, the dispute may be brought before the Supervisory Committee for Collective Accident Insurance. The Supervisory Committee will settle the dispute with the goal of reaching a reasonable compromise between the insured and the insurer.

Article 10 Notifications

All notifications that the parties wish to send or are obliged to send are considered effectuated as soon as they have been sent to the 'intermediary, or brought to their attention in a different manner.

Article 11 Commencement and termination of risk coverage

Risk coverage for new employees commences on the day that the employment relationship begins at 0:00 a.m. The risk coverage ends on the 28th day (at midnight) after the day on which the employment relationship has terminated. These terms must be within the period of the insurance coverage.

Article 12 Beneficiaries

1. In the event the employee dies, benefits shall be paid to the employee's spouse, if the employee is married at the time of death. If the employee is unmarried (or in the case of simultaneous decease), then benefits shall be paid to the testamentary heirs, or in the absence hereof to the legal heirs.
2. In derogation from the foregoing, the employee may designate one or more other people as beneficiaries, in which case those designated are considered beneficiaries from the time that the insurers or the 'intermediary have received notification thereof.
3. In cases of disability, benefits shall be paid to the insured directly.
4. Designation of the beneficiary is irrevocable for the contracting parties.