

**C O L L E C T I V E  
L A B O U R  
A G R E E M E N T**  
FOR  
**ARCHITECTURAL  
F I R M S**

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# **COLLECTIVE LABOUR AGREEMENT VOOR ARCHITECTURAL FIRMS**

1 March 2019 up to 28 February 2021 inclusive

**UPDATE** January 2020

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**CLA**  
**ARTICLES**

The Royal Association of Dutch Architects (BNA), with its registered office in Amsterdam,  
and  
trade associations CNV Vakmensen, with its registered office in Utrecht,  
FNV Bouwen & Wonen, with its registered office in Rotterdam,  
and De Unie, with its registered office in Culemborg,  
have entered into the following Collective Labour Agreement (CLA):

## I ABOUT THE CLA

### ARTICLE

#### **1** **Scope of Application standard provision**

The provisions of this CLA are applicable to all employees of architectural firms.

### ARTICLE

#### **2** **Definities standard provision**

update

In this CLA, the terms given below have the following definitions:

##### **a architectural firm**

An architectural firm performs architectural activities.

##### **b architectural activities**

- 1 Designing new buildings or renovations, alterations, extensions or restorations of buildings in the broadest sense of the word and/or
- 2 Carrying out the work referred to under 1 above as part of a legal and/or organisational arrangement, exclusively or predominantly to perform one or more of the following activities:
  - › drawing up contract documents
  - › making building preparation drawings
  - › preparing the budget
  - › carrying out activities resulting from the implementation contract
  - › making working drawings
  - › managing operations at central and project levels
  - › ensuring on-time completion/delivery
  - › conducting preliminary and main investigations. Planning and area development
  - › drawing up maintenance and management plans
  - › providing advice about architectural/structural aspects
  - › performing other activities in connection with the activities referred to under 1 and 2 above.

##### **c professional experience period**

The two-year professional experience period as referred to in the Academic Titles (Architects) Act (Wet op de architectentitel) and elaborated in the Professional Experience Period Regulations.

##### **d chain provision (ketenbeding) rendered inoperative**

The provisions of the Balanced Labour Market Act (Wet Arbeidsmarkt in balans; Wab) relating to the transition from fixed-term contracts to permanent contracts are not applicable to the target groups mentioned in the CLA.

##### **e appendix**

Each of the appendices form an integral part of the CLA in which articles and/or topics from this agreement are elaborated in greater detail.

**f firm intermediary**

The firm intermediary represents the employees of an architectural firm which does not have an elected participation body (works council or employee representative body) in place. If such a participation body does exist, the firm intermediary shall be one of its members. The firm intermediary is elected by his or her co-workers.

**g public holidays**

The paid public holidays as referred to in this CLA are: New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day, Boxing Day, the King's Birthday and every fifth anniversary of Liberation Day (5 May). These holidays are in addition to the leave referred to in Article 36, paragraph 2 of the CLA.

**h year of employment**

A period of one year (twelve months) during which an employee worked in their assigned salary category.

**i interview cycle**

An annual round of performance reviews and/or appraisal interviews in which the employer and employee discuss and make agreements on the employee's personal development, training and education in relation to their work and career.

**j good employment practices**

The employer and the employee are obliged to act as a good employer and a good employee as referred to in Article 7:611 of the Netherlands Civil Code and BNA's Code of Conduct on Responsibility, Integrity and Professionalism.

**k job classification for architectural firms**

The Job Classification Handbook for Architectural Firms provides a benchmark for describing positions and classifying them on a salary scale. All elements together constitute a coherent job classification system. It forms part of the CLA. The corresponding salary scales are described in the CLA.

**l employability costs**

Costs which have been incurred in connection with enhancing an employee's employability during the term of the employment contract and which are not job-related, can be offset against the transitional severance pay.

**m annual hours (system)<sup>1</sup>**

The working hours laid down in the employment contract as calculated over a calendar year (or, if the contract is shorter than one year, over the contract period).

**n optional provision**

An optional provision offers the employer and employees the opportunity to determine holidays collectively and to take leave days collectively.

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<sup>1</sup> The purpose of the annual hours system is to allow a more flexible use of the employee's working hours so that, throughout the year, the employee sometimes works more and sometimes less.

**o employee participation**

The possibility for employees to exert influence on the employer's decisions regarding working conditions, working relationships and the organisation as further elaborated in Appendix 3 of this CLA.

**p minimum provision**

A minimum provision cannot be derogated from to the detriment of the employee.

**q contractor within the meaning of this CLA**

A natural person who, at their own expense and risk, carries out work for an architectural firm on the basis of a rate of at least 150% of the gross hourly wage for work to be carried out in similar circumstances by employees whose position, knowledge and experience are comparable to those of the contractor.

**r overtime**

This is understood to mean work performed by the employee at the request of and in consultation with the employer, over and above the employee's contractual working hours.

**s increment**

A step on a salary scale.

**t mirror provision**

A provision on payment of a comparable remuneration to a contractor for work similar to that carried out by an employee under comparable working conditions.

**u intern**

An intern is a student who, on the basis of their educational programme, works for the employer during their studies in order to gain practical experience. The intern is subject to the provisions of the internship regulations applicable to architectural firms as included in Appendix 8. The intern agreement is signed by the employer, intern and educational institution.

**v standard provision**

Standard provisions in the CLA apply to all employers and employees. Derogation from standard provisions is not permitted.

**w transition costs**

The costs of measures to terminate or discontinue the employment contract aimed at preventing unemployment or shortening the period of unemployment of the employee.

**x transitional severance pay**

A severance payment to which an employee is legally entitled in the event of dismissal through the Public Employment Service (UWV), a subdistrict court or as a result of an expiring employment contract.

**y employer**

The architectural firm that has concluded an employment contract with an employee.

**z employee**

The person performing work in the employment of the employer.



ARTICLE

**3**

**Sustainable Employability**

- 1** Employers and employees endeavour to keep their knowledge and development up to date in order to be able to approach innovation and changes in work and market and other conditions with confidence.
- 2** This effort is characterised by a certain allocation of responsibilities. Employees are and remain primarily responsible for their own development, and should take initiatives in this respect, whilst the employer will make all reasonable efforts to facilitate these initiatives by making time and/or resources available.
- 3** Financing this knowledge development for the architectural firm to keep up to date is mainly the responsibility of the employer. This topic is further elaborated in Appendix 2.
- 4** Employees are primarily responsible for keeping their own knowledge up to date and further developing their skills. As an incentive, a time budget or - with the employer's consent - a financial budget is made available for development. This is further elaborated in Article 32.

ARTICLE

**4**

**(Prevention of) Staff Cutbacks due to Economic Circumstances**

- 1** As mentioned in Article 20, the employer may, due to economic circumstances, temporarily decide against a pay rise:
  - a** If the denial of a pay rise provided for in the CLA applies to the workforce as a whole. The measure is intended to prevent the loss of jobs as much as possible and must - in order to be able to be applied - be accepted by 4/5 of the workforce affected by it.
  - b** The decision must have the written consent of the participation body.
  - c** Subsequently, the employer can, by submitting this consent, apply in writing to the CLA parties for dispensation from the obligation to pay the pay rise concerned. This request for dispensation needs to be submitted to Stichting Fonds Architectenbureaus (SFA) in accordance with the provisions of Appendix 5 of this CLA.
  - d** Per pay rise, as mentioned in Article 20 of this CLA, a written request for dispensation should be submitted in accordance with the provisions of this paragraph.
  - e** Dispensation is granted for a maximum of 12 months.
- 2** If, due to a decrease in work, at least 10% of the jobs within a firm will be lost within the space of one quarter of a year, the employer must notify its participation body in advance.

ARTICLE

**5**

**General Exemption Provision**

When strict application of the provisions of this CLA leads to decisive unfairness, the CLA parties are entitled to grant exemption from one or more of these provisions, if so requested. A request to that end must be submitted to the SFA (see Appendix 5).

ARTICLE

## **6** Hardship Clause standard provision

- 1** An employee who, prior to the transfer to this CLA, fell under the scope of the CLA for personnel employed by architectural firms 2017-2019 and who experiences the transition to the current collective agreement as such a deterioration in the terms and conditions of employment that it must be considered manifestly unreasonable, may request the CLA parties to express an opinion on this issue. Such a request must be submitted to the SFA.
- 2** An employer who, prior to the transfer to this CLA, fell under the scope of the CLA for personnel employed by architectural firms 2017-2019 and who experiences the transition to the current collective agreement as such a deterioration in the terms and conditions of employment that it must be considered manifestly unreasonable, may request the CLA parties to express an opinion on this issue. Such a request must be submitted to the SFA.

ARTICLE

## **7** Duration, Change and Termination of this CLA standard provision

This CLA has been entered into for the period from 1 March 2019 up to and including 28 February 2021.

ARTICLE

## **8** Stichting Fonds Architectenbureaus (SFA) standard provision

- 1** The SFA is a joint organisation, in which all CLA parties are represented. The SFA undertakes activities with the objective of optimising the performance of architectural firms and informing them about the terms and conditions of employment, labour market and working conditions. The SFA provides secretarial services to the CLA parties and the Labour Disputes Committee for Architectural Firms (see Appendix 6).
- 2** There is a CLA with regard to the Fund for Architectural Firms. The articles and regulations of the SFA form an integral part thereof.
- 3** Based on the CLA mentioned in paragraph 2, employers who are subject to this CLA or who are voluntary members of the Pension Fund for Architectural Firms pay an annual contribution to the SFA. This contribution is annually determined by the CLA parties and is subject to annual indexation on the basis of the consumer price index (CPI).
- 4** Thanks to the contribution mentioned in paragraph 3, all employers and employees in the industry can make use of the services of the SFA. Three examples should be mentioned here in particular:
  - a** Employee and employer can, individually or jointly, submit questions to the SFA about the interpretation or application of CLA provisions and about the execution of the individual employment contracts to which the CLA applies.
  - b** Employer and employee can apply to the SFA for mediation if they do not agree on the terms and conditions of employment or the interpretation and/or application of the CLA in their employment relationship.

- c Employer and employee can submit a request to the SFA for exemption from certain CLA provisions on the grounds of Article 5 of this CLA.

ARTICLE

**9**

**Dispute Settlement Procedure**

update

- 1 Disputes can be submitted to the Labour Disputes Committee for Architectural Firms.
- 2 Employer and employee can engage the Disputes Committee to:
  - a Settle a dispute about the interpretation or application of the CLA.
  - b Handle an appeal case in connection with the job classification as mentioned in Article 19 of the CLA.
  - c Deal with differences of interpretation between employer and employee with regard to Article 16 on overtime up to and including job category J.
  - d Parties may also apply to the Disputes Committee if there is a lack of clarity concerning the situation and status of the employment or contracting practices referred to in Article 18, paragraph 2.
- 3 The ruling of the Disputes Committee will have the power of a binding advice when both employer and employee (or contractor in the case referred to in Article 18 paragraph 3) so request
- 4 The composition, method of operation, powers and costs of the Disputes Committee are regulated in the Dispute Settlement Procedure included in Appendix 6.

## II WORKING AGREEMENTS

### ARTICLE

## **10** Employment Contract standard provision

Upon commencement of employment, the employer and employee sign a written employment contract in which the agreements made are recorded. The employment contract shall in any case include:

- a the name and place of business/residence of employer and employee
- b the date of employment
- c the term of the employment contract if it concerns a fixed-term contract
- d the operational base(s) of the employee
- e the position, job family and job category
- f the gross monthly salary
- g the length of the working week applicable to the employee
- h the fact that the employment contract is subject to the CLA

### ARTICLE

## **11** Obligations of Employer and Employee standard provision

Employer and employee are obliged to comply with the terms and conditions of employment described in this CLA, to apply them in full, and to act as a good employer and a good employee. Article 5 contains a general provision for exemption which may be relied on in cases where strict application of this article would result in unfairness.

- 1 The following applies to the employer in particular:
  - a If an employee has insurmountable ethical or religious objections to activities that form part of a commission that has been accepted by the firm, the employer will respect these objections and, if possible, arrange for alternative work.
  - b The employer will make the CLA available to the employee in printed or digital form.
  - c The employer will enable the employee to attend education necessary for exercising their job and - insofar as can be reasonably demanded - for the continuation of the employment agreement in case the employee's job is lost or the employee is no longer able to fulfil it.
- 2 The following applies to the employee in particular:
  - a The employee is responsible for maintaining the level of knowledge and skills required for the full performance of their job.
  - b The employee must request the approval from their employer with regard to all ancillary activities. The employer will grant approval, unless in the event of competition, conflict of interests or an apparent adverse effect on performance. Before participating in design contests, the employee shall notify the employer thereof in advance in order to avoid any conflicts of interest.
  - c The employee shall be discreet and loyal to the employer, and shall treat information from and about the architectural firm and its relations with due care. The employee shall not divulge confidential information about the employer's company.

- d The employee shall respect the employer's intellectual property rights.
- e During the term of the employment contract, the employee may use the goods and paper and digital files that the employer has entrusted to him or her, for the purposes for which they are intended, but they shall remain the property of the employer.  
The employee is obliged to make these goods and files available to the employer upon first request by the employer, and in any case on the date that the employment contract ends.

ARTICLE

## 12 End of the Employment Contract standard provision

- 1 A permanent employment contract may be terminated by either employer or employee in writing, stating the reasons.
- 2 If it concerns termination for urgent reasons, as referred to in Article 7:677, paragraph 1, of the Netherlands Civil Code, the other party shall be forthwith notified of that reason in writing.
- 3 In the event of termination of a fixed-term contract, a notice period shall apply from six months after the date of entry into force, and the other conditions shall apply as laid down by law.
- 4 Employees with a permanent contract must give one month's notice. This condition may be varied in writing by agreement between the parties.
- 5 The employer must observe the following statutory notice periods:

Duration of employment contract	Length of notice period
Less than five years	1 month
Five years or more, but less than 10 years	2 months
Ten years or more, but less than 15 years	3 months
15 years or more	4 months

- 6 Unless otherwise agreed in writing, notice of termination must take effect from the end of a calendar month.
- 7 A fixed-term employment contract may in principle not be terminated before the end of the term, unless
  - a by mutual consent
  - or
  - b the parties have agreed in writing on an early termination clause when entering into the agreement. Whereas the employer requires the approval of the Public Employment Service (UWV Werkbedrijf) for early termination, the employee does not. For both parties the applicable notice period in this case is 1 month.
- 8 The rules concerning transitional severance pay are applied in accordance with the legal provisions.

ARTICLE

## **13** End of a Fixed-Term Employment Contract standard provision

- 1** A fixed-term employment contract shall end by operation of law on the agreed end date.
- 2** In the case of an employment contract of at least six months ending on a fixed end date, the employer shall notify the employee in writing of the end or renewal no later than one month before the end date.
- 3** When it concerns a renewal, the employer shall state the conditions for this renewal.
- 4** A fixed-term employment contract concluded with an employee who has completed the professional experience period shall end after the certificate has been obtained, if this falls within the term of the employment contract, or on the end date of the contract if this situation does not occur before the end of the employment contract.

ARTICLE

## **14** Chain Provision in Wab Rendered Inoperative for Specific Target Groups standard provision

update

- 1** The chain provision relating to the duration and number of fixed-term employment contracts as laid down in the Balanced Labour Market Act (Wab) has been rendered inoperative for employees studying at an Academy of Architecture. The chain provision does not apply in such a case if the employment contract has been concluded predominantly for the education of the employee.
- 2** This derogation allows for eligible employees to attain the learning outcomes set out in the Academic Titles (Architects) Act and further elaborated in the Professional Experience Period Regulations (Regeling Beroepservaringperiode), and thereby obtain the title of architect.
- 3** After the maximum number of years and/or contracts under the Wab (maximum: 36 months), an employee who is also a student at an Academy of Architecture may subsequently enter into a consecutive one-year employment contract.
- 4** If the employee has not yet completed their training by then, the employee is given the opportunity to enter into one last employment contract for a maximum of 1 year (12 months).
- 5** The extension referred to in paragraphs 3 and 4 ends by mutual agreement at the end of the month in which the employee demonstrably meets the learning outcomes of the professional experience period (by obtaining a diploma or certificate).
- 6** Employer and employee shall do all that can reasonably be expected of them to meet these learning outcomes.
- 7** If an employee terminates their training early, the extension as referred to in paragraphs 3 and 4 shall end by mutual agreement at the end of the month in which the employee has stopped.

- 8 If the employment contract ends in accordance with paragraphs 5 or 7, the employee and employer shall consult with each other about whether or not to continue the employment contract for an indefinite period of time.

ARTICLE

## **15** Working Hours and Times standard provision

- 1 The provisions in this CLA assume a working week of 40 hours and are applied proportionally in the event of a working week of fewer hours.
- 2 The annual hours system allows a more flexible use of working hours within the scope of the Working Hours Act (Arbeidstijdenwet).
- 3 Flexible working arrangements are made in consultation between employer and employee. Consent of both employee and employer is a prerequisite. Either party can take the initiative to make more flexible use of working hours.

ARTICLE

## **16** Overtime<sup>2</sup>

- 1 Employees from job category J or higher are expected to be able to control the use of working hours themselves. Extension of planned activities is therefore part of the job.
- 2 Employer and employee shall by agreement determine whether overtime hours worked by employees in the job categories up to and including category J will be paid out or used as time off.

ARTICLE

## **17** Dismissal and Transitional Severance Pay

- update
- 1 Current legislation and regulations apply. From 2020 onwards, in the event of dismissal, employees will be entitled to transitional severance pay from the first working day. Every employee is entitled to such a compensation if the initiative to dismiss comes from the employer. This also applies to employees on temporary contracts that are not continued. The amount of the compensation is equivalent to 1/3 month per year of service. Those aged 50 or over will also lose their advantages as of 2020.
  - 2 There is no right to transitional severance pay:
    - a If the employee terminates the employment contract/resigns.
    - b If the dismissal is the result of seriously culpable acts or omissions on the part of the employee.
    - c If the employee has reached the pensionable age.
    - d In case of suspension of payments or bankruptcy of the employer.
    - e If employer is engaged in a debt restructuring process.

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<sup>2</sup> This topic is further elaborated in the Code of Conduct in Appendix 7.

- 3 a** The employability costs made by the employer for the employee can be offset against the transitional severance pay insofar as appropriate within legal frameworks.
- b** These costs must have been communicated to the employee in advance and in writing before the costs have been incurred.
- c** The employee must have agreed in advance in writing to these costs being deducted from his transitional severance pay.

ARTICLE

## **18** The Commission Contract standard provision

- 1** Where commission contracts are involved, architectural firms (employers) are considered to be clients.
- 2** For their commission contracts, Dutch architectural firms use the General Commission Contract/No Employer Authority model agreement as approved by the tax authorities.
- 3** A commission contract shall also be deemed to exist if the contractor, as a natural person, charges an hourly rate of at least 150% of the gross hourly rate applicable to employees for similar work in similar circumstances. If less is paid, the legal presumption will be that the worker or workers concerned are actually employees. The client and/or contractor may then report this to the Disputes Committee, which will deal with the report in accordance with the standard dispute resolution procedure set out in Appendix 6.



### III POSITION AND REMUNERATION

#### ARTICLE

## **19** Job Classification standard provision

- 1** The Job Classification Handbook for Architectural Firms forms an integral part of the CLA. The employer classifies employees into a job family, taking into account the level descriptions in the Handbook. The salary of each employee is in accordance with the salary scale corresponding with the job level.
- 2** Insofar as they hold an architectural or design position, graduates from a university of applied sciences or a technical university start at job level E.
- 3** Graduates from a university of applied sciences or a technical university with sufficient BIM skills start at job level F.
- 4** Insofar as they occupy a design position, employees who demonstrably meet the learning outcomes of the professional experience period, are classified at job level G or higher.
- 5** Employees who participate in the professional experience period can be placed at either job level E (if they have no or insufficient BIM experience or knowledge) or job level F (if they have sufficient BIM knowledge or experience) during that period.
- 6** Workers made available by a temporary employment agency, seconded or hired from a third party are entitled to at least the same wages and classification in the same salary scales as apply to employees employed by the architectural firm in similar or equivalent positions. The employer shall ensure that the posted workers are remunerated in accordance with the remuneration provisions of this chapter and this Collective Labour Agreement.

#### ARTICLE

## **20** Determination of Salaries and Remunerations Based on Fixed Increments minimum provision

The employer calculates the salaries on the basis of the classification into job categories, in accordance with the provisions of Art. 19. Here, it should be taken into account that job categories B to N, as described in the Job Classification Handbook for Architectural Firms, are linked to salary scales B to N.

## ARTICLE

**21****Salary Tables Based on Article 20 minimum provision**

**update 1** The gross monthly salaries shown in the table below\* will apply from 1 July 2019 for a 40-hour working week and include a 1.4% salary increase as of that same date.

	yr of employ	B	C	D	E	F	G	H	J	K	L	M	N
<b>minimum</b>	<b>0</b>	1733	1793	1912	2107	2318	2548	2800	3077	3380	3714	4082	4486
	<b>1</b>	1789	1853	1978	2177	2395	2632	2893	3178	3493	3836	4215	4632
	<b>2</b>	1846	1914	2041	2248	2471	2716	2984	3278	3603	3960	4351	4780
	<b>3</b>	1902	1974	2107	2318	2548	2800	3077	3380	3714	4082	4486	4928
	<b>4</b>	1959	2033	2172	2388	2625	2883	3168	3482	3827	4204	4620	5076
	<b>5</b>	2014	2093	2237	2458	2701	2969	3261	3584	3937	4327	4753	5224
	<b>6</b>	2071	2151	2301	2529	2777	3052	3353	3684	4048	4449	4889	5372
	<b>7</b>		2213	2366	2600	2855	3136	3445	3786	4160	4571	5023	5520
	<b>8</b>		2272	2430	2669	2932	3220	3538	3887	4271	4695	5158	5668
<b>maximum</b>	<b>9</b>			2495	2739	3008	3304	3629	3989	4382	4817	5292	5815
<b>avg. increment</b>		56	60	65	70	77	84	92	101	111	123	134	148
<b>expansion</b> maximum 10% above scale maximum		2278	2500	2744	3013	3309	3635	3992	4387	4821	5298	5821	6396

\* amounts in euros

**2** The gross monthly salaries listed in the table below\* will apply from 1 January 2020 for a 40-hour working week and include a fixed amount of 1% on average (this percentage has been converted into an equal amount of €31 for all employees).

	yr of employ	B	C	D	E	F	G	H	J	K	L	M	N
<b>minimum</b>	<b>0</b>	1764	1824	1943	2138	2349	2579	2831	3108	3411	3745	4113	4517
	<b>1</b>	1820	1884	2009	2208	2426	2663	2924	3209	3524	3867	4246	4663
	<b>2</b>	1877	1945	2072	2279	2502	2747	3015	3309	3634	3991	4382	4811
	<b>3</b>	1933	2005	2138	2349	2579	2831	3108	3411	3745	4113	4517	4959
	<b>4</b>	1990	2064	2203	2419	2656	2914	3199	3513	3858	4235	4651	5107
	<b>5</b>	2045	2124	2268	2489	2732	3000	3292	3615	3968	4358	4784	5255
	<b>6</b>	2102	2182	2332	2560	2808	3083	3384	3715	4079	4480	4920	5403
	<b>7</b>		2244	2397	2631	2886	3167	3476	3817	4191	4602	5054	5551
	<b>8</b>		2303	2461	2700	2963	3251	3569	3918	4302	4726	5189	5699
<b>maximum</b>	<b>9</b>			2526	2770	3039	3335	3660	4020	4413	4848	5323	5846
<b>avg. increment</b>		56	60	65	70	77	84	92	101	111	123	134	148
<b>expansion</b> maximum 10% above scale maximum		2313	2534	2779	3047	3343	3669	4026	4422	4855	5333	5855	6430

\* amounts in euros

- 3 The gross monthly salaries shown in the table below\* apply from 1 July 2020 for a 40-hour working week and include a 1.8% salary increase as of 1 July 2020.

\* amounts in euros

	yr of employ	B	C	D	E	F	G	H	J	K	L	M	N
<b>minimum</b>	<b>0</b>	1796	1857	1978	2176	2392	2625	2882	3164	3473	3813	4187	4598
	<b>1</b>	1853	1918	2045	2248	2469	2711	2976	3267	3587	3937	4323	4747
	<b>2</b>	1911	1980	2110	2320	2547	2797	3069	3369	3699	4063	4461	4898
	<b>3</b>	1967	2041	2176	2392	2625	2882	3164	3473	3813	4187	4598	5048
	<b>4</b>	2025	2101	2242	2462	2704	2967	3257	3576	3927	4312	4735	5199
	<b>5</b>	2082	2162	2309	2534	2782	3054	3351	3680	4039	4436	4870	5350
	<b>6</b>	2140	2222	2374	2606	2859	3138	3445	3782	4153	4560	5008	5500
	<b>7</b>		2284	2440	2678	2938	3224	3539	3886	4266	4685	5145	5651
	<b>8</b>		2345	2505	2748	3017	3310	3633	3988	4379	4811	5282	5802
<b>maximum</b>	<b>9</b>			2571	2820	3094	3395	3726	4092	4493	4935	5419	5951
<b>avg. increment</b>		57	61	66	72	78	86	94	103	113	125	137	150
<b>expansion</b> maximum 10% above scale maximum		2354	2579	2829	3102	3403	3735	4098	4501	4942	5429	5961	6546

- 4 The gross monthly salaries listed in the table below\* will apply from 1 January 2021 for a 40-hour working week and include a fixed amount of 1% on average (this percentage has been converted into an equal amount of €32 for all employees).

\* amounts in euros

	yr of employ	B	C	D	E	F	G	H	J	K	L	M	N
<b>minimum</b>	<b>0</b>	1828	1889	2010	2208	2424	2657	2914	3196	3505	3845	4219	4630
	<b>1</b>	1885	1950	2077	2280	2501	2743	3008	3299	3619	3969	4355	4779
	<b>2</b>	1943	2012	2142	2352	2579	2829	3101	3401	3731	4095	4493	4930
	<b>3</b>	1999	2073	2208	2424	2657	2914	3196	3505	3845	4219	4630	5080
	<b>4</b>	2057	2133	2274	2494	2736	2999	3289	3608	3959	4344	4767	5231
	<b>5</b>	2114	2194	2341	2566	2814	3086	3383	3712	4071	4468	4902	5382
	<b>6</b>	2172	2254	2406	2638	2891	3170	3477	3814	4185	4592	5040	5532
	<b>7</b>		2316	2472	2710	2970	3256	3571	3918	4298	4717	5177	5683
	<b>8</b>		2377	2537	2780	3049	3342	3665	4020	4411	4843	5314	5834
<b>maximum</b>	<b>9</b>			2603	2852	3126	3427	3758	4124	4525	4967	5451	5983
<b>avg. increment</b>		57	61	66	72	78	86	94	103	113	125	137	150
<b>expansion</b> maximum 10% above scale maximum		2389	2614	2864	3137	3439	3770	4133	4536	4977	5464	5996	6581

ARTICLE

## **22** Preliminary Scales and Special Circumstances minimum provision

Employees who, due to special circumstances, are not able to fulfil all their duties may temporarily be remunerated at a lower rate upon commencement of employment. Remuneration will be based on the adjacent, lower salary scale and is subject to a maximum of one year. Examples of special circumstances are participation in retraining courses, language deficits or reintegration into work after long-term absence.

ARTICLE

## **23** Holiday Allowance minimum provision

Employees are entitled to an annual holiday allowance of 8%. The holiday allowance will be paid out in June at the latest and will be calculated on the salaries that the employees received in the period from June of the previous calendar year up to and including May of the current calendar year. Upon termination of employment, employees will receive the amount of holiday allowance to which they are entitled pro rata at the end of their employment.

ARTICLE

## **24** Increments minimum provision

- 1** If, in any one year, an employee has gained at least six months of actual work experience in a certain position, they will be entitled to an increment, provided they have performed well and have not yet reached the maximum on the scale.
- 2** The obligation of the employer to allocate increments as described in paragraph 1 above shall expire:
  - a** Individually:

If the employee concerned has evidently not fulfilled their duties properly. The employer must substantiate the reasons for denying the increment in writing to the employee concerned.
  - b** Collectively:

If the denial of an increment applies to the workforce as a whole. The measure is intended to prevent the loss of jobs and is subject to the acceptance of 4/5 of the workforce affected by it.

The participation body is informed in advance by the employer and preferably involved in informing the employees. The employer will further notify Stichting Fonds Architectenbureaus (SFA) in writing.

ARTICLE

## **25** Old-Age Pension minimum provision

- 1** The old-age pension scheme is applicable to all employees, the implementation of which is regulated in Pension Regulations A and the articles of the Pension Fund for Architectural Firms (PFAB).
- 2** The employment contract ends on the day prior to the day on which the employee

reaches state pension age under the General Old-Age Pensions Act, or, in the event of early termination, upon the employee's retirement. Some time prior to the employee reaching state pension age, the employer and the employee will consult each other on the possibility of entering into an employment contract after the employee has reached state pension age.

- 3** Employees who wish to take early retirement must notify the employer thereof.
- 4** The board of the PFAB will determine the level of the pension contribution which can vary from 18% to 26% of the pension base. The CLA parties will determine the distribution of the pension contribution burden; 55% of the total contribution will be payable by the employer and 45% by the employee.

ARTICLE

## **26** **Activities Outside the Operational Base and Relevant Reimbursements** minimum provision

- 1** Employer and employee will enter into appropriate agreements on the reimbursement of travel expenses if the location of the activities (operational base) changes. Starting point in these agreements is that the travel allowance depends on the duration of the agreement and the travel distance.
- 2** If, because of their position and activities, employees have to move house (permanently or temporarily), the arising costs will reasonably be reimbursed by the employer.

ARTICLE

## **27** **Life Course Savings Scheme** minimum provision

- 1** Since 2012, the life course savings scheme has only been available to participants who, on 31 December 2011, had a minimum credit balance of € 3000 (including return) in this scheme; a transitional arrangement applies to these participants
- 2** If, as part of those transitional arrangements, an employee continues to pay contributions, this will be subject to the condition that, no life course leave tax credit shall accrue on contributions made on or after 1 January 2012.
- 3** The life-course savings scheme will end on 31 December 2021. The remaining balance will then be paid out in full.

ARTICLE

## **28** **À La Carte Collective Labour Agreement** standard provision

Every employee can make use of the à la carte CLA in accordance with the provisions below.

- 1** Sources and Targets  
The following can be used as sources: a maximum of 5% of the gross monthly salary, a maximum of 5 days' holiday over and above the legal entitlement, the holiday allowance, the 13th month salary (or equivalent), profit share, or additional hours in case of part-time employment. These sources can be used for the following targets:

the purchase of additional leave days and contribution payment for membership of a trade union and/or relevant professional association by using the gross salary. Annually, a maximum of 15 days can be purchased using these sources. At the request of the participation body, additional agreements on targets can be made at firm level.

**2 Day Value**

The day value is calculated as at 1 January of the year in which the employee uses a day as a source or designates it as a target. The following formula applies:

$$\begin{array}{r} \text{monthly salary} \times 12,96 \\ + \text{fixed 13th month salary (if applicable, otherwise 0)} \\ + \text{employer's share of pension contribution}^3 \\ \hline 261 \end{array}$$

**3 Annual Selection**

Once per calendar year each employee is given the opportunity to make a selection for the coming calendar year with regard to sources and targets. Employer and employee will, with due observance of the structure and organisation of the firm, record in writing the choices and agreements made. In case of commencing employment in the interim period, the new recruit will be given the opportunity to select their sources and targets at that point in time.

ARTICLE  
**29**

Has ceased to apply.

ARTICLE  
**30**

**Workload Reduction with Continuation of Full Pay standard provision**

Starting from 10 years before reaching state pension age, senior employees who require a reduction in workload are given the following options:

**a Reduced working hours**

The working week can in that case be voluntarily reduced to no less than 32 hours per week. The pension contribution payments and those for the old-age pension supplementary scheme will continue unaltered based on the original number of contractual hours. The same applies to the original distribution of the contribution burden between employer and employee. That is why the reduction in working hours does not affect pension accrual or any supplement.

**b Working one job level lower within the same job family, without reduction in salary.**

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<sup>3</sup> and/or other fixed payments in accordance with the Pension Regulations.

ARTICLE

### **31** Interview Cycle minimum provision

Annually, the employer and employee discuss the employee's performance and development. The interviews are recorded in writing (see Appendix 1).

ARTICLE

### **32** Training and Development minimum provision

- 1** The employer and employees have a joint responsibility to maintain the employees' professional expertise, vitality and personal development in relation to their positions, their individual career development and their sustainable employability. Employees are themselves primarily responsible for maintaining their job security. The employer will facilitate them in this to the best of its ability.
- 2** Either the employer or the employee can take the initiative towards the latter's participation in a training or study programme.
- 3** An employee who, after consultation with the employer, decides to take a job-related training course will receive a training budget, a compensation in time and/or money, as worked out in Appendix 2.
- 4** The training budget made available by the employer for its total workforce should reasonably be able to cover the costs of the intended training and further development of its employees. It amounts to at least 1% of the total operating costs.
- 5** Once a year, the participation body is given an overview of the scope and expenditure of the training budget referred to in paragraph 4.
- 6** Expertise and position
  - a** The employer and employees have a joint responsibility to maintain the employees' professional expertise.
  - b** Employed architects are themselves primarily responsible for obtaining the fixed number of CPD points annually.
  - c** Either the employer or the employee can take the initiative towards the latter's participation in a training or study programme.
- 7** Personal time budget
  - a** Employees receive a development budget in hours – or, if approved by the employer, the equivalent in money - which they can spend at their discretion for the benefit of their professional and/or personal development.
  - b** Based on a 40-hour working week, this budget comes down to 35 hours per calendar year (see Appendix 2).
  - c** The hours are in principle spent in the calendar year of issue.
- 8** Hours not spent for good reason and recorded as such shall remain available for a maximum of five years. Upon termination of employment, the unspent hours will be cancelled.

ARTICLE

**33** Policy for Prevention and Absence in Case of Illness and Disability standard provision

- 1 Employer and employee(s) are jointly responsible for the prevention and reduction of sickness absence.
- 2 Policy for prevention with regard to sickness absence must in part be aimed at retaining and improving the quality of work.
- 3 When making policy for prevention and absence, employer and employees can use the hazard identification applicable to the industry, i.e. the Hazard Identification and Risk Assessment for Architects<sup>4</sup>, as well as the Occupational Health and Safety Catalogue for Architects.

ARTICLE

**34** Income in the Event of Illness and/or Disability minimum provision

- 1 During the first year of illness, employees are entitled to full continuation of payment of the salary that they would have been paid had they been fully fit for work. In the second year of illness, they will receive 70% of that salary. The employer will supplement that to 100%, provided the employees sufficiently cooperate with their reintegration into work and comply with the provisions of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (Wet Poortwachter).
- 2 The employer is obliged to take out insurance for the employee(s) for income supplement in the third and subsequent years of illness if they receive benefits under the Work and Income (Capacity for Work) Act (WIA) because of partial disability.
- 3 Paragraphs 1 and 2 have been worked out in Appendix 4.

ARTICLE

**35** Death of the Employee minimum provision

- 1 In the event of the death of the employee, the employer pays the surviving dependants an amount equal to the salary for the two-month period following the day of death.
- 2 To this amount will be added the holiday allowance, the fixed 13th month salary (if applicable) and any profit-sharing for these two months, as well as 2/12 of the annual amount of fixed, guaranteed extraordinary remunerations.

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<sup>4</sup> If an architectural firm with a workforce of up to 25 employees uses the hazard identification and risk assessment applicable to the industry, a survey by a key expert is no longer needed. More information on the HI&RA and OHS Catalogue can be found on [www.sfa-architecten.nl](http://www.sfa-architecten.nl).



- 3** The benefits received by the surviving dependants due to the death of the employee and by virtue of the Sickness Benefits Act (Ziektewet) and/or the Work and Income (Capacity for Work) Act (WIA) or the Invalidity Insurance Act (WAO), will be deducted from these amounts. The death benefit is paid in accordance with tax regulations.

ARTICLE

**36** Holiday Entitlements minimum provision <sup>5</sup>

update

- 1 The holiday year coincides with the calendar year.
- 2 Per holiday year, based on an employment contract for 40 hours a week, employees are entitled to 240 hours of holiday (consisting of [4x40] statutory holiday hours and 80 [2x40] CLA holiday hours over and above the statutory entitlement).
- 3 Per holiday year, employees are entitled to:
  - a 16 hours of additional holiday with effect from the holiday year in which they reach the age of 50 or over.
  - b 32 hours of additional holiday with effect from the holiday year in which they reach the age of 55 or over.
  - c 48 hours of additional holiday with effect from the holiday year in which they reach the age of 60 or over.
- 4 Employees employed prior to 1 April 2011 are entitled to additional days' holiday in accordance with the table below.

Age on 31-12-2011	Total additional holiday hours
35 - 39	8 hours
40 - 44	16 hours
45 - 49	24 hours
50 - 54	32 hours
55 - 59	40 hours
60 - 65	48 hours

ARTICLE

**37** Application of Holiday Entitlements minimum provision

- 1 Holidays are scheduled in accordance with the employees' wishes, unless compelling business circumstances dictate otherwise. Should that be the case, the employer will notify the employee(s) thereof within 14 days of the holiday request having been submitted, stating the reasons.
- 2 Employees who, in a holiday year, are entitled to 160 or more holiday hours must take a minimum of 80 hours consecutively, unless the employer and the employee(s) agree on an alternative arrangement.
- 3 Employees may take a day's holiday on religious holidays.

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<sup>5</sup> If an architectural firm with a workforce of up to 25 employees uses the hazard identification and risk assessment applicable to the industry, a survey by a key expert is no longer needed. More information on the HI&RA and OHS Catalogue can be found on [www.sfa-architecten.nl](http://www.sfa-architecten.nl).

ARTICLE

## **38** Collective Holidays keuzebepaling

- 1** At the beginning of the year, employees may enter into agreements with the participation body on scheduling collective holidays. Provided agreement has been reached with the participation body, holiday periods can be planned for a maximum period of two consecutive weeks.
- 2** In addition to the consecutive collective holidays referred to in paragraph 1, the employer, upon commencement of the holiday year, may enter into agreement with the participation body on scheduling collective days off. Provided agreement has been reached with the participation body, five additional days may be designated as collective days off.

ARTICLE

## **39** Special Leave minimum provision

- 1** Statutory special leave has been laid down in the Work and Care Act (Wet arbeid en zorg). Furthermore, employees are entitled to special leave on full pay:
  - a** during the period from the day of death until the day of the funeral or cremation of their partner, child, stepchild or foster child who is part of their family;
  - b** during a maximum period of three days in the event of the death and funeral or cremation of their child, stepchild or foster child not listed under (a) above, a parent, stepparent, foster parent or parent-in-law, son-in-law or daughter-in-law;
  - c** during one day in the event of the death and funeral or cremation of a grandparent (or great-grandparent), grandparent (or great-grandparent) of their partner, or their grandchild, brother, sister, brother-in-law or sister-in-law;
  - d** for as long as needed, subject to a maximum of five days per calendar year, for attending meetings of a trade union of which they are members and if they are part of its executive body. The trade union should submit a written request to this end. The leave is subject to business requirements;
  - e** for as long as needed for a visit to a care provider in connection with personal health, unless this visit could also easily take place outside working hours. If the latter is not possible, the visit must, where possible, be planned at the beginning or end of the working hours;
  - f** for as long as is reasonably needed for attending job interviews in the event of dismissal by the employer, or the threat thereof, other than due to a fault on the part of the employee.
- 2** Special leave as referred to in sub-paragraphs b and c will only be granted if the ceremony or event takes place on a day on which the employee normally works.
- 3** The provisions in the Work and Care Act are minimum provisions. In addition to that Act:
  - a** Employees are entitled to full pay during ten days of short-term care leave.
  - b** The employer will grant employees special leave, on full pay or otherwise, in the event of illness of a child, partner, housemate or other person in need of care who is in the primary care of the employee, or in the event of other emergencies in relation to care. The employer may do so immediately after the short-term care leave or in the event of other cases not provided for in the Work and Care Act.

- c The employer will grant employees special leave at their request, on full pay or otherwise, so that they can provide informal care. Furthermore, the employer will facilitate the best possible combination of care and work by adjusting the working hours and/or by offering the option of working from home, including the necessary facilities for this option.

## 1 Performance, Assessment, Interview Cycle elaboration of Article 31

At least once a year the employer and the employee discuss the latter's performance within the context of the firm's objectives and expectations. The employer and employee take the time to discuss the functioning of the employee within the objectives and expectations of the firm at least once a year. During this appraisal interview they also discuss salary and other performance-related issues.

Together with the participation body, the employer determines the method of appraisal and the changes or additions.

It is preferable to talk with each other regularly during the course of the year on the basis of the progress of projects and/or work development.

The CLA refers to these discussions as the interview cycle (see Article 2, paragraphs h and i).

### Practical

- › The appraisal interview, during which the salary is discussed and other agreements are made, is recorded in writing.
- › The interview cycle also includes agreements on the implementation of the development budget for sustainable employability. Reviewing the steps taken in the context of personal and functional development. What is needed? What kinds of space and facilities and training and development are feasible in the relevant year. What costs and/or hours are involved? Who will bear these costs and/or hours? Key topics within good employment practices.
- › These result objectives are discussed in the appraisal interview and preferably discussed in the interim so that the gap between successive agreements does not become too large.

### Appraisal

- › The relevant job requirements and competencies will be tested. The different roles and tasks will be taken into account, if applicable, also if they are hybrid activities, which are not so easily captured in a single job profile.  
The Job Classification Handbook for Architectural Firms contains some examples. This also requires clarity from the employer about the firm's objectives and what is expected from the employee(s).
- › If the employer believes that the employee does not fully meet its expectations (as discussed in the previous interview) and can substantiate this, the employer will discuss this with the employee in the interim if this picture develops in the course of the year and in any case no later than three months prior to the appraisal interview, so that the employee has the time and opportunity to work on it. If no improvement is noted during the interview, there will be no salary increase.
- › Employees will receive a written report of the appraisal and may respond to it.
- › It helps if a method of appraisal is consistently used for several years in a row.

### Performance Changes over Time

The performance level changes from year to year. These changes find their origin in different causes. It is useful to jointly determine these causes and discuss possible improvements and the required timeframe.

## 2 Training and Development and Sustainable Employability<sup>6</sup> elaboration of Article 32

Throughout all phases of their careers, workers must be able to perform work in keeping with their capacities and ambitions, as well as the opportunities offered by employers.

### Study Costs (Article 32 CLA)

In the annual interview cycle (Article 2 paragraphs h and i and Appendix 1 CLA) employer and employee also enter into agreements about training and education and discuss the utilisation of the personal time budget (PTB). This may result in a combination of targets and means. In the performance review, an inventory is made of the wishes and needs of employee and employer. Agreements on targets and utilisation are recorded in writing. Those agreements relate to gaining knowledge and/or skills and take into account the employee's personal development. This may be important, for example, in relation to training and education, to obtain a diploma or qualification for the current position or for another position aspired to within the firm. The minimum financial contribution made by the employer in accordance with this CLA (it may always be more, it is a minimum provision after all), will increase if a course of study is more clearly aimed at the employee's current performance and keeping up to date in the professional area of expertise.

### Development Budget (Article 32 paragraph 7 CLA)

Employees can use the development budget for vocational training or development; 8 hours of it can be spent on social targets.

### Job-oriented

There are two categories of study costs and reimbursement:

#### Category I

Studies aimed at the employee's current position and performance and on keeping up to date in the professional area of expertise. The employer reimburses 100% of the costs involved. If the lessons or lectures take place during working hours, the hours will be regarded as working hours.

#### Category II

Studies within the context of career development, particularly to the benefit of employees in terms of their sustainable development. The employer reimburses 25-50% of the costs involved.

Explanation: There is a correlation between the level of reimbursement granted by the employer and the relationship with the firm depending on whether the choices made are focused on the employee's current or future performance. These are minimum provisions.

### Professional experience period

The costs incurred in connection with the completion of the professional experience period by technical university graduates are reasonably divided between employer and employee.

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<sup>6</sup> The latter is calculated in the manner indicated in Article 28 with regard to day value.

### **The Term ‘Study Costs’**

This is understood to include:

- › course, tuition and school fees including enrolment and excursion costs
- › travel expenses
- › examination fees
- › costs of required books and study material
- › costs related to absence on full pay

### **Submitting Allowance Requests**

#### **a Job-oriented**

A request for an allowance for study costs must be substantiated and, preferably, submitted prior to or during the performance review. The request should contain relevant information regarding the intended course of study, including study time/duration and costs. Both employer and employee can take the initiative for a study proposal.

#### **b Career-oriented**

Aside from job-oriented options, there are also career-oriented studies, training courses and provisions. Most of the costs of, and time spent on, those objectives are the employee’s responsibility, unless otherwise agreed in consultation with the employer. In those instances where it is hard to distinguish between job-oriented and career-oriented courses, employer and employee will consult each other.

## APPENDIX

### **3 Employee Participation**

The term ‘employee participation’ as used in the CLA mainly refers to the process in which employers and employees consult each other on personnel policy and on firm policy whenever it is relevant for personnel policy. Employee participation means informing each other and keeping each other focused on an even footing, each from the perspective of their own responsibilities.

Almost 90% of the architectural firms have between 1 and 5 employees, the majority therefore consists of small enterprises. What does employee participation mean in an environment where everybody encounters each other at the table and in principle anything work-related is visible or discussed down to the last detail? Doesn’t everyone have a say here already? In practice there is a clear difference between communication about projects, on the one hand, and discussing individual wishes and desires concerning personnel policy, training, development and other less project-related topics, on the other. It is useful to opt for a specific form of interaction for such topics, ensuring there’s clarity about the difference in roles.

Article 2 paragraph f of the CLA refers to and describes the firm intermediary. It would be useful to give someone the confidence to concern themselves with this topic together with, and also on behalf of, their colleagues.

That is why each firm has a firm intermediary to conduct discussions with the employer, to inform the employer on matters that are important in the perception of the employees, sometimes sensitive, sometimes simply practical. Vice versa, the employer

employs a regular contact person with whom employees can establish rapport and build continuity with regard to these topics.

If the participation body consists of an employee representative body (10-50 employees) or a works council (50 employees or over), the chairperson will also act as the firm intermediary.

### **Rules for Organising Employee Participation**

This appendix prescribes rules for the organisation of employee participation, in addition to the applicable, statutory regulations. This applies to all architectural firms, regardless of the size of their workforce.

Depending on the number of employees, the format of employee participation and, with that, the applicable rules differ. For firms employing up to 10 employees, staff meetings suffice. For 10 to 50 staff, an employee representative body should be in place. For firms with 50 or more staff, a works council is a statutory requirement.

#### **1 The Firm Intermediary**

- 1 Every architectural firm has an employee who fulfils the role of firm intermediary. That employee acts as contact person with the employer on behalf of the staff.
- 2 The employer and firm intermediary mutually agree on how much time can reasonably be spent on the fulfilment of this role and what exactly this role entails for the firm.
- 3 The mere fact that an employee acts as firm intermediary can never be a reason for their dismissal.
- 4 Profile:
  - › The firm intermediary cares about his or her colleagues in terms of them performing to their full potential and is emotionally involved in the architectural firm and its future.
  - › The firm intermediary is the contact person for employer and employees in respect of personnel policy, particularly when it concerns the CLA and consequently firm policy.
  - › The firm intermediary informs employer and colleagues about relevant information that he or she collects in that role.
  - › The firm intermediary is elected by and from among the entire workforce. The election is not prescribed by regulation. If an employee representative body or works council is present, the chairperson thereof will also act as firm intermediary.

#### **2 The Staff Meeting**

Architectural firms with 1 to 10 employees hold staff meetings. All workers form part of the staff meeting attendance.

- 1 Employee participation takes place by means of staff meetings. All workers, including the firm intermediary, form part of the staff meeting attendance.
- 2 The staff meeting format is not prescribed by regulation.
- 3 Staff meetings are held at least twice a year. The meeting is also called if so requested by the firm intermediary or a minimum of 10% of the workforce.



- 4 These staff meetings are organised to discuss subjects which are deemed important to the firm by employer or employees. Every attendee of the meeting can bring topics to the table. The firm intermediary can make proposals on behalf of his or her colleagues and can also make statements regarding personnel policy.
- 5 Each year, the general state of affairs concerning the firm is discussed in at least one staff meeting. The employer provides information on the activities and results of the past year and the expectations for the coming year.
- 6 If the employer intends to make a decision that could lead to the loss of jobs or to a significant change in activities, employment and working conditions, affecting a minimum of 25% of the workforce, employees must be given the opportunity to deliver an opinion in a staff meeting. This opinion must be requested at an early stage, so that it can still influence the decision-making process.
- 7 The aforementioned obligations of the employer do not apply with regard to employees who have not yet been with the firm for more than six months.

### **3 The Employee Representative Body**

Architectural firms with 10 to 50 employees have an employee representative body. Employee participation is given shape by means of this body. The employee representative body is subject to the rules as included in the Works Councils Act (WOR).

### **4 The Works Council**

In accordance with statutory provisions, architectural firms with 50 or more employees have a works council. Employee participation is given shape by means of this works council. The works council is subject to the rules as included in the Works Councils Act (WOR).

## APPENDIX

### **4 Income in Case of Illness/Disability** elaboration of Article 34

#### **1 Continued Payment of Salary during First and Second Years of Illness**

##### **The First Year of Illness**

During the first year of illness, employees are entitled to full continuation of payment of the salary that they would have been paid had they been fully fit for work.

##### **The Second Year of Illness**

During the second year of illness, employees are entitled to 70% of the salary that they would have been paid had they been fully fit for work. This will be supplemented to 100%, provided the employees sufficiently cooperate with their reintegration into work, i.e. comply with all the rules of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act (Wet Poortwachter). Each month, the occupational physician (supervisory organisation) assesses whether the employee has cooperated sufficiently with their rehabilitation. Based on this assessment, the employer decides, at the end of each month, whether the employee is entitled to payment of 70% or 100% of the salary in the relevant month.

During the first two years of illness, pension accrual continues unchanged, based on a (notional) pensionable salary equal to 100% of the salary.

In the second year of illness, the holiday allowance is proportionally reduced for the months that the employee is entitled to payment of only 70% of the salary.

a In the event that the employee, as a result of an early examination as intended in the Work and Income (Capacity for Work) Act (WIA), is entitled to benefits by virtue of the Fully Disabled Persons Income Scheme (IVA), the employer remains obliged to supplement this benefit to the level of the aforementioned continued payment of wages, if the benefits are lower.

b If, by virtue of the Eligibility for Permanent Incapacity Benefit (Restrictions) Act, the competent authority imposes a sanction on the employer, which consists of an extension of the obligation to continue to pay the wages by a maximum of one year on the grounds that the employer has shown insufficient effort or cooperation in the disabled employee's reintegration into work, employees, in the third year of illness, during the period in which the employer is obliged to continue to pay wages, continue to be entitled to full continuation of the salary that they would have been paid had they been fully fit for work.

c The salary, as intended in this article, will be reduced by

- › the amount of the (gross) benefits received by the employee under any insurance by or pursuant to the law;
- › any claim the employee has against third parties on account of loss of income due to being disabled.

The right to continued payment of the salary as stipulated in this article lapses at the time the employment contract terminates.

## **2 Income Supplement in the Third and Subsequent Years of Illness in the Event of Benefits Received under the Work and Income (Capacity for Work) Act Due to Partial Disability.**

In the event of benefits received under the Work and Income (Capacity for Work) Act due to partial disability, the employer is obliged to take out insurance for the employee(s) for income supplement in the third and subsequent years of illness.

This income supplement insurance should at least meet the following conditions:

- › the insurance pays out in the event of a disability percentage of 35% to 80%.
- › the payment must be provided up to the age of 65 or the day on which the employee is entitled to an old-age pension in accordance with the relevant statutory provisions;
- › the payment must be indexed annually, on the basis of the inflation adjustment;
- › depending on the degree of disability and the degree of reintegration into work, the payment is the disability percentage multiplied by 70% of the employee's most recent maximised wage (2020 = € 55,927.08), minus the benefits the employee receives by virtue of the Return to Work (Partially Disabled) Regulations (WGA).

The premium for this insurance is payable by the employee, subject to a maximum of 0.25% of the wage for social insurance purposes (2020 = € 55,927.08), and will be deducted from their salary.

The obligation of the employer to take out the aforementioned insurance does not apply to employees who are two years or less removed from their pensionable age. These employees cannot derive any rights from the insurance and therefore do not have an insurable interest.

APPENDIX

## **5 Stichting Fonds Architectenbureaus (SFA)** elaboration of Article 8

### **Employment and Working Conditions and the Labour Market**

Stichting Fonds Architectenbureaus (hereinafter referred to as SFA) endeavours to support activities aimed at informing, improving and updating employment and working conditions and the industry, and at maximising the performance of architectural firms from a socioeconomic perspective.

### **Joint Organisation**

The SFA is a joint organisation. Parties to this CLA are equally represented on the board of the SFA. 50% of the board members are appointed on behalf of the BNA, the other 50% on behalf of the trade organisations.

### **Secretarial Office**

The SFA provides secretarial services for CLA parties and for the Labour Disputes Committee for Architectural Firms.

### **Point of Contact for Employers and Employees in the Industry**

On behalf of the CLA parties, the SFA serves as a point of contact for employers and employees in the industry, where they can obtain information regarding the explanation and interpretation of the CLA. Employers and employees can, individually or jointly, request the SFA for advice. The SFA offers information on and provides support with regard to questions concerning the terms and conditions of employment in the broadest sense of the word, as well as about working and employment conditions in the industry.

### **Explanation of the Request for Dispensation as Stated in Article 4**

The employer submits the request for dispensation in writing or by email.

The CLA parties will at least verify whether:

- a the reasons for requesting dispensation are sufficiently substantiated;
- b the employment conditions are effectively guaranteed for the benefit of the employees;
- c the regulations proposed by the employer are not in conflict with statutory provisions.

The employer receives a receipt confirmation from the SFA within three days. If the CLA parties deem the information insufficient to provide a well-founded response to the request for dispensation, the employer will be requested to provide additional information. That information should be in possession of the SFA within ten working days. The CLA parties will issue a written ruling within four weeks after receipt of the submitted request for dispensation (or, if applicable, after receipt of the requested additional information). The written confirmation of the ruling will state the considerations that led to the ruling.

The request for dispensation is not only reviewed by the CLA parties on the basis of the formal criteria mentioned in the first paragraph, but also in terms of reasonableness (limited review). Focal point therein is whether the employer - with a view to the interests involved - has taken the decision with due care and attention. The CLA parties do not assess the contents of the proposal as such, but check whether it has been formulated with due care and attention in accordance with the provisions of Article 4. By doing so, the parties do not impinge on the authority of the employer. The employer remains responsible for the contents of the decision and therefore retains its discretionary power. If according to the CLA parties, the provisions of Article 4 have not been met, they may reject the request for dispensation. It is important that the employer and the participation body have properly discussed the relevant information substantiating the request for dispensation, including the economic circumstances, and that it is sufficiently clear to both parties.

#### **Exemption from CLA Provisions (Article 5)**

By virtue of Article 5 CLA, the CLA parties are entitled to grant exemption from one or more of the CLA provisions, if strict application thereof should lead to decisive unfairness. This specifically applies if the transition from the old CLA to the new CLA should lead to unfair situations during the term of the CLA. With regard to accrued rights that are voided due to provisions in the new CLA, the CLA parties are entitled to declare the relevant provisions not applicable. The CLA parties use procedural rules with regard to the submission of exemption requests.

#### **Procedural Rules for Submission of Requests for Exemption from CLA Provisions (Article 5)**

- 1** A request for exemption must be motivated in writing and must be submitted together with an explanation to the secretarial office of the SFA, Postbus 19606, 1000 GP Amsterdam or by email to [info@sfa-architecten.nl](mailto:info@sfa-architecten.nl)
  - a** If such a request is made by an employer, it must have been co-signed by the employees involved. If one or more of the employees involved do not wish to co-sign the request, this should be stated supported by reasons.
  - b** If such a request is made by an employee, it must have been co-signed by the employer. If the employer does not wish to co-sign the request, this must be stated supported by reasons.
- 2** Acting on behalf of the CLA parties, the SFA is entitled to attach conditions to the exemption to be granted. It is also entitled to grant exemption for a certain period of time.
- 3** The request for exemption must be submitted in writing or by email. The CLA parties will at least verify whether:
  - a** The reasons for requesting exemption are sufficiently substantiated.
  - b** The employment conditions are effectively guaranteed for the benefit of the employees.
  - c** The regulations proposed by the employer are not in conflict with statutory provisions.
- 4** The submitter(s) receive(s) a receipt confirmation from the SFA within three days. If the CLA parties deem the information insufficient to provide a well-founded response

to the request for exemption, the submitter(s) will be requested to provide additional information. That information should be in possession of the SFA within ten working days. The CLA parties will issue a written ruling within four weeks after receipt of the submitted request for exemption (or, if applicable, after receipt of the requested additional information).

The written confirmation of the ruling will state the considerations that led to the ruling.

- 5 The costs for handling the request for exemption will be payable by the SFA. The SFA also provides secretarial services to the Labour Disputes Committee for Architectural Firms.

The role and function of the Labour Disputes Committee for Architectural Firms are described in Appendix 6

#### APPENDIX

## **6 Labour Disputes Committee for Architectural Firms**

In Article 9, the CLA offers employers and employees the possibility to submit a dispute on the interpretation or application of the CLA to the Disputes Committee. An employee can also lodge an appeal with the Disputes Committee against a decision of the employer about the classification of his or her job as stipulated in Article 19 CLA.

The ruling of the Disputes Committee will have the power of a binding advice provided both the employer and the employee so request.

The Disputes Committee makes use of the Labour Disputes Regulations for Architectural Firms.

### **Labour Disputes Regulations for Architectural Firms**

#### ARTICLE 1

### **Labour Disputes Committee for Architectural Firms**

- 1 The Labour Disputes Committee for Architectural Firms (hereinafter referred to as the Disputes Committee) consists of three members and three alternate members:
  - a one member and their alternate member are appointed by the joint employee organisations that are parties to the CLA, that is: CNV Dienstenbond – CNV Vakmensen and De Unie;
  - b one member and their alternate member are appointed by the employer organisation BNA, which is party to the CLA;
  - c one member and their alternate member, also acting as chair and alternate chair respectively, are appointed by the employee and employer organisations together;
  - d the members (and alternate members) are appointed for a period of 4 years. After expiry of that period, they can be re-elected for that same term one more time;
  - e avacancy will be filled within two months by the organisation(s) that appointed the departing member or alternate member;
  - f if a member of the Disputes Committee is directly involved in a dispute, this member cannot take part in the hearing thereof. In that case, their alternate member will take their place.

- 2 The members of the Disputes Committee observe absolute secrecy with respect to private individuals and any confidential information made available.
- 3 The Disputes Committee's secretarial office and treasury are managed by Stichting Fonds Architectenbureaus (SFA), Postbus 19606, 1000 GP Amsterdam, [www.sfa-architecten.nl](http://www.sfa-architecten.nl).

## ARTICLE 2

### Disputes

- 1 If an employer or employee believes that a dispute exists concerning the interpretation or application of the CLA, they can submit this dispute to the Disputes Committee.
- 2 If an employee is unable to agree to the job classification as determined by the employer in accordance with Article 19 of the CLA, they may lodge an appeal against the job classification with the Disputes Committee, as described in Article 9 CLA.
- 3 The Disputes Committee can be engaged to deal with differences of interpretation between employer and employee with regard to Article 16 on overtime up to and including job category J.
- 4 If there is lack of clarity concerning the situation and status of the employment or contracting practices referred to in Article 18, paragraph 3, the interested parties, in this case the client and/or contractor, may apply to the Disputes Committee.
- 5 Article 3 (Binding Opinion), Article 4 (Duration of the Procedure), Article 5 (Handling of Disputes about the Interpretation or Application of the CLA) and Article 7(1) (on the option of commencing legal proceedings after the dispute or appeal procedure has been handled and finalised) are declared to apply *mutatis mutandis* to the situation as set out in Article 2(4) of this Appendix.

## ARTICLE 3

### Binding Advice

- 1 The ruling of the Disputes Committee will only then have the power of a binding advice if both parties to the dispute so request.
- 2 Prior to dealing with a dispute or appeal, the Disputes Committee verifies whether the parties have agreed to accept the ruling of the Disputes Binding as binding.

## ARTICLE 4

### Duration of the Procedure

The Disputes Committee sees to it that the hearing of the dispute or appeal as described in Articles 5 and 6 does not take more than eight weeks. The Disputes Committee will inform the parties in a timely manner if the procedure should take longer

## ARTICLE 5

### Handling of Disputes about the Interpretation or Application of the CLA

#### 1 Referring a dispute

- a Disputes can be referred by either an individual employee or an employer, as well as employee and/or employer organisations that are parties to this CLA and acting on their behalf.

- b A request to handle a dispute can be referred by sending a petition supported by reasons to the Disputes Committee’s secretarial office.
- c The party referring the dispute immediately notifies the other party thereof in writing, enclosing a copy of the petition.
- d If the other party receives a request for defence from the Disputes Committee’s secretarial office, the other party should submit a defence supported by reasons to the secretarial office within three weeks of the request having been made.
- e A copy of the defence should be sent by the other party to the party who referred the dispute.
- f The Disputes Committee’s secretarial office may, provided this is deemed conducive to the handling of the dispute, instruct parties to submit further documentation within a set period of time or in a predefined manner.

## **2 Method of Handling**

- a The Disputes Committee may handle a dispute either in writing or orally. If the written procedure suffices, then the Disputes Committee will allow the parties to start a written procedure of reply and rejoinder.
- b During the handling of the dispute by the Disputes Committee, the parties may be assisted, at their own expense, by council

## **3 Oral Procedure**

- a The oral procedure generally takes place within six weeks of the petition having been submitted. The parties will be invited in writing at least two weeks in advance.
- b The handling of the dispute is not in public.
- c The procedure involves hearing the parties in each other’s presence.
- d The Disputes Committee, if so requested by the parties, may allow witnesses and/or experts to attend the dispute proceedings, or part thereof. The Disputes Committee will grant a hearing to those it deems useful to hear.

## **4 Deliberations**

The deliberations of the Disputes Committee take place in a plenary meeting which is not public. The details of these deliberations are secret. The Disputes Committee takes decisions by a simple majority of votes. Voting will be by voice, members may not abstain from voting.

## **5 Ruling**

The ruling by the Disputes Committee will be sent to the parties by registered letter as soon as possible, supported by reasons, but no later than two weeks after the deliberations. The letter will also state the term within which the ruling must be complied with and what powers the CLA parties have to deliver an opinion.

## **6 Handling Charges**

The costs for handling the dispute will be at the expense of the SFA, unless the Disputes Committee determines that the costs must be charged on to the parties.

## ARTICLE 6

### Appeals Concerning Job Classification

#### 1 Lodging an Appeal

- a An employee can lodge an appeal with the Disputes Committee against a decision of the employer about the classification of his or her job as stipulated in Article 19 CLA.
- b Such an appeal will only be admissible if:
  - › the employer and the employee agree on the job content;
  - › a Job Profile Form signed by the employer and the employee is available (see job matrix);
  - › the employee is able to demonstrate that a thorough attempt has been made to solve the matter by means of an internal procedure.
- c The appeal must be referred in writing, supported by reasons, within two months of having received the employer's decision, as stated in Article 19 CLA.
- d The Disputes Committee will request the employer for a written response to the appeal. The deadline for submission of this response, which should be in writing and supported by reasons plus all underlying documentation, is determined by the committee.

The employer's response will at least contain the following:

- › an organisation chart;
- › an overview of the relevant other jobs and their classifications;
- › the relevant job description and the corresponding documentation from the internal procedure.

#### 2 Method of Handling

- a The Disputes Committee handles the appeal in writing on the basis of the underlying documentation.
- b If, on the basis of the underlying documentation, the Disputes Committee fails to reach a decision for the time being, whether on account of a lack of sufficiently relevant information or because the committee deems further investigation by an expert necessary, the committee will notify the parties thereof. It is up to parties to decide how they will provide the additional information.

#### 3 Ruling

- a If the ruling means that the classification of the position concerned is different from the classification given by the employer, the effective date should be included in the ruling. Decisions as a result of which the employee can claim a higher salary will be backdated to the date on which the employee instituted the internal procedure.
- b Decisions by the Disputes Committee are not open to appeal.

- 4 **The costs for handling** the appeal will be at the expense of the SFA, unless the Disputes Committee determines that the costs must be charged on to the parties.



## ARTICLE 7

### Other provisions

- 1 After the dispute or appeal procedure has been handled and finalised, the parties still have the option of commencing legal proceedings.
- 2 At the end of each calendar year, the Disputes Committee reports on its activities in SFA's annual report.

## APPENDIX

### 7 Code of Conduct (overtime and work)

Employer and employee should discuss the content and consequences of overtime with each other, preferably beforehand:

- › Which tasks are part of the regular work?
- › What is reasonable?
- › What is extra work?
- › Is it compensated in time or money?
- › What choice does the employee have in this respect?

#### Overtime

Overtime is not always a subject of discussion between employer and employee. It is considered 'part of the job' or has become part of flexible working without clearly discussed frameworks. This has its limits in terms of reasonableness and fairness. Hours that can be considered necessary for completing the work on working days are 'part of the job from job category J onwards'. In job category J, overtime should be kept to a minimum, especially if it is structural work with no deadline attached.

#### Flexible work

If an employee in a position from scale J chooses to do 'the work that is part of the job' at a different time than on a working day, this is considered flexible working. The choice then lies with the employee.

Work done outside regular hours, for example, to meet a deadline or to work on an acquisition, which cannot really be considered as necessary for completing the regular work of the day, is in fact extra work.

A distinction must be made between these two categories. Extra work is preferably compensated in time and/or money. Overtime should be kept within reasonable bounds. Occasionally working overtime is a world apart from making it a habit and considering it 'normal'.

#### Employer

The employer should preferably set up the firm in such a way that the overtime arrangements in place are described in detail and are known to the employees. In doing so, the employer distinguishes between work arising from planned activities within regular work and extra work as a result of a new circumstance.

#### Employee

Employees must have clarity as to what tasks come under regular planned activities and what tasks don't. Employees must identify overtime. Prevent automatically working overtime without consultation. This leads to misunderstandings. There must be a clear framework for overtime.

That's why it's a good idea for employer and employees to discuss overtime in advance, categorise it, formulate compensation and remuneration, and revise agreements if there is reason to do so.

#### APPENDIX

## 8

### Internship Regulations for Architectural Firms

#### 1 Scope

Interns, to whom the Internship Regulations for Architectural Firms apply, are students who spend a period of practical work at an architectural firm within the framework of an internship. The regulations also apply to foreign students who do a work placement in the Netherlands.

#### 2 Definitions

##### a Internship

Internships are part of the learning process and are taught in practice under the ultimate responsibility of the educational institution. The intern must be enrolled as a student at a recognised training institute.

##### b Internship Pay

The architectural firm provides an internship fee during the internship period. The amount of the fee depends on the extent to which the company and the student make use of each other's expertise, compared to the efforts of the architectural firm to facilitate the student's successful completion of the graduation assignment. This can be done in three ways:

##### › Learning Internship

The student carries out an assignment at the architectural firm formulated in advance within the framework of the learning process; the architectural firm functions exclusively as a practical environment. This involves an obligation of means but not an obligation of results. The minimum fee is the gross month fee mentioned in paragraph 3.

##### › Research Internship

At the invitation of the company, the student conducts further research on a business-relevant subject, for example, as a follow-up to a previous internship at the company. The recommended remuneration is the gross remuneration per month referred to in paragraph 3.

##### › Graduation Internship

The architectural firm, as an internship provider, invites the educational institution to have a student (or several students) do a graduation project in which a business subject is central. The company and the department involved will enter into a performance contract for this purpose. The remuneration of the student(s) depends on their actual performance and is stated in the contract, and may differ from the fee referred to in paragraph 3. The fee may also be nil.

#### 3 Fee

The intern will only receive an allowance for the extra costs arising from the internship. Interns do not have an employment contract within the meaning of the Netherlands

Civil Code, but, from a tax perspective, they have entered into a notional employment relationship.

The recommended internship fee for MBO students is € 400 gross per month (€ 92.31 gross per week) and for HBO and university students € 550 gross per month (€ 126.92 gross per week); the architectural firms as internship providers are obliged to deduct payroll tax and social security contributions from these gross amounts.

With regard to payroll tax and social security, different rules may apply to students from abroad who do their internship in the Netherlands. Students from non-EU countries must have a 'COSPA Internship Agreement'. This agreement provides for liability and accident insurance. This document must be kept by the architectural firm for perusal by the labour inspectorate. [www.nuffic.nl](http://www.nuffic.nl).

#### **4 Travel Allowance**

If the intern travels regularly to and from the place of the internship with the agreement of the architectural firm, the travel expenses incurred may be reimbursed in accordance with the rules in force at the architectural firm. This reimbursement by the architectural firm does not apply where already provided for by other rules. Dutch and foreign students who do not have an annual public transport pass will receive at least a travel allowance as customary in the architectural firm.

#### **5 Payroll Tax and the Collective Labour Agreement**

##### **a Payroll Tax**

The internship provider must deduct payroll tax from the allowances. Because the interns themselves generally remain below the tax-free rate, the payroll tax unduly paid can be reclaimed by means of a tax return.

##### **b CLA**

Interns do not participate in collective labour agreements for employees of architectural firms. Interns do not receive any holiday allowance, nor do they accrue any holiday entitlements or days off.

#### **6 Interns and Social Security Contributions and Pensions**

##### **a Social Security Contributions**

Interns need to pay contributions under the Health Insurance Act (Zorgverzekeringswet) on the part of the expense allowance for which social security contributions are due. Interns do not pay any contributions under the Unemployment Act (WW) or Work and Income (Capacity for Work) Act (WIA).

##### **b WW and WIA**

Interns are not compulsorily insured under the WW and WIA. In the event of incapacity for work, they can claim benefits under the Invalidity Insurance (Young Disabled Persons) Act (Wet arbeidsongeschiktheidsvoorziening jonggehandicapten).

##### **c Health Insurance Act (Zvw)**

For medical expenses, interns are compulsory insured under the Healthcare Insurance Act. Interns must, however, register themselves with a health insurance company. The internship provider will include the income-related healthcare insurance contribution in the payroll statement. In addition to this contribution, a flat-rate contribution is charged. This is a fixed amount per month that interns must pay to the health care insurer themselves. No flat-rate contribution is due below the age of 18.

## **7 Liability in the Event of Accidents**

### **a Internship Provider**

Every employer can be held liable for industrial accidents, for which internship providers are usually insured. Like other employees, interns must meet the requirements under the Working Conditions Act (Arbowet), Article 1, paragraph 2..

### **b Intern**

Interns must check for themselves whether an accident insurance has been taken out for them by the internship provider and/or educational institution. It is recommended that the students/interns, as private individuals, take out third-party insurance themselves. Inclusion in a family policy is generally no longer sufficient for interns aged 18 or over.

## **8 Working Conditions**

### **Internship Provider**

On the basis Article 1, paragraph 2, of the Working Conditions Act, the internship provider is considered an employer. For the purposes of this Act and the provisions relating to it, the following definitions shall also apply:

- › **employer**: a person who, without being an employer or employee within the meaning of the first paragraph, causes another person to perform work under their authority;
- › **employee**: the other person, as referred to under (a), with the exception of the person who performs work as a volunteer.

## **9 Quality Assurance**

The internship provider will give the intern the opportunity to achieve the training objectives.

## **10 Leave**

Interns are entitled to leave with retention of remuneration on public holidays in the Netherlands. They are entitled to leave without retention of remuneration when the company closes due to company holidays and scheduled days off determined by the company. Company holidays, scheduled days off and days lost do not count as internship time, unless substitute activities are available within the framework of the internship.

Extraordinary and other leave must be arranged by the intern in consultation with the architectural firm offering the internship and (if customary) with the internship coordinator.

## **11 Additional Arrangements**

In the internship agreement signed by the architectural firm as internship provider, the educational institution and the student-intern, additional arrangements can be made regarding the processing of confidential business data and early termination of the internship.

The Internship Regulations for Architectural Firms were adopted by BNA and the trade unions CNV Vakmensen, FNV Bouwen en Wonen and De Unie on 1 March 2019.

## CLA PARTIES

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