COLLECTIVE LABOUR AGREEMENT FOR ARCHITECTURAL FIRMS

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ARTICLES & APPENDICES

COLLECTIVE LABOUR AGREEMENT FOR ARCHITECTURAL FIRMS

1 March 2021 up to 28 February 2023

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INTRODUCTION

The Royal Association of Dutch Architects (BNA) and trade unions FNV, CNV and De Unie have entered into a new two-year Collective Labour Agreement (CLA) running from 1 March 2021 to 28 February 2023. Good for continuity and confidence in the CLA.

During this term or more precisely on 1 January 2022, the minimum hourly wage will increase to €14. Possibly, the new and simplified edition of the job classification handbook – which is currently being compiled – will be published in that same period. If the Parties so decide, the new job and salary classification will be included in the CLA.

The pension premium in 2021 amounts to 23% (was 26%) and will increase to 24.5% in 2022 in the run-up to the new pension system. To compensate for the decrease, an additional 0.5% salary increase has been agreed. Upon expiry of this CLA, premium levels will be discussed once again.

With a view to making good agreements with workers – not only employees but also freelancers (contractors in the CLA) – an 8% holiday allowance has been included in addition to the hourly rate of at least 150% of the gross hourly wage for employees performing similar work under similar conditions.

The CLA parties have agreed that the pension premium during additional birth leave will remain 100%.

Partners are entitled to this additional birth leave which they must take within 6 months of the birth of a child. And they must have first taken 1 week of regular birth leave. During this leave, employees will receive a benefit from the Public Employment Service (UWV). This benefit will amount to a maximum of 70% of the employee's daily wage (and to a maximum of 70% of the maximum daily wage). The employer will apply for the benefit from the UWV and will pay this benefit to the employees concerned. Employers may supplement the salaries.

Work pressure remains a point of attention that is not easily solved in CLA articles. Acting as a good employer and good employee continue to be the guiding principles here. It is not so difficult to formulate ideas on paper, but reality is diverse and stubborn. The CLA parties will use this CLA term to delve deeper into this subject, which deserves a clear agreement framework for all those concerned.

Protocol agreements
When drawing up a CLA, the CLA parties also make agreements among themselves. These are called protocol agreements and are intended to explore or deepen certain topics. These protocols therefore do not apply to employers and employees.

New edition of the job classification handbook
During the course of this CLA term, and after having consulted external experts and the membership council, the new job and salary classifications will be incorporated into the CLA.

Work pressure
The CLA parties will study reasonable and feasible solutions to reduce work pressure and deal with overtime from the perspective of a good employer and good employee.

SPAW (Stichting Private Aanvulling WW)
The CLA parties will evaluate the scheme for a private supplement to repair the third year of unemployment benefit that took effect in 2020.

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):

ARTICLES

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
Definitions (standard provision)
In this CLA, the terms given below have the following definitions:

a. architect

In this CLA, the term 'architect' refers to the person or designer who performs architectural work.

The use of the title of architect is legally protected and is privileged to persons who are registered as such in the Architects' Register.

b. architectural firm

An architectural firm performs architectural activities. Pursuant to the Dutch Architects' Title Act, architectural firms are entitled to use a protected title in or with the architectural firm name if at least half of the directors is registered under this title in the Architects' Register.

This CLA also applies to employees of firms that do not bear the name of architectural firm but do meet the criteria as set out in Article 2c.

c. 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.

d. professional experience period

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

e. chain provision (*ketenbepaling*) rendered inoperative

The maximum number of contracts and/or the duration of fixed-term employment contracts as referred to in Article 7:668a of the Netherlands Civil Code may be extended by a maximum of two years for employees studying at an Academy of Architecture.

f. 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.

g. 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.

h. public holidays

Paid public holidays 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 of this CLA.

i. year of employment

The year (12-month period) that an employee has worked in the relevant salary scale for a position.

j. 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.

k. good employment practices

Employer and employee 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.

l. 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.

m. employability costs

Costs incurred to promote the employee's wider employability as determined in consultation with the employee, which can be set off against the transitional severance pay. Job-related costs (e.g. training costs) will not be set off against the transitional severance payment.

n. annual hours

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), which can be used flexibly.

o. optional provision

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

p. employee participation

The influence (through participation and the right to be consulted) that employees have on decisions of the employer regarding working conditions, working relationships and the organisation as detailed in Appendix 1 of this CLA.

q. minimum provision

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

r. 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 (plus 8% holiday allowance) for similar work carried out by employees in similar circumstances.

s. 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.

t. salary step

A salary level on a salary scale.

u. intern

An intern is a student who works for an employer during their studies in order to gain practical experience. Interns are subject to the provisions of the internship regulations applicable to architectural firms as included in Appendix 6.

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

The severance payment to which an employee is entitled by law in the event of dismissal or non-renewal of their employment contract. There is no entitlement to transitional severance pay in the event of dismissal due to the employee reaching retirement age or the state pension age.

y. employer

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

z. employee

A person who has an employment contract with an employer to carry out work in return for financial remuneration.

ARTICLE 3
Participation (standard provision)

1. The term 'participation' summarises the influence employees have on decisions within an organisation through participation and the right to be consulted. Participation is regulated by law.

2. Participation and the right to be consulted concern issues that directly affect staff such as working hours, health and safety and working from home.

3. Appendix 1 explains the different types of employee participation and lists the subjects for which this CLA stipulates that the employer is obliged to involve employees in the decision-making process.

ARTICLE 4
(Prevention of) Staff Cutbacks Due to Economic Circumstances (standard provision)

1. As mentioned in Article 22, the employer may, due to economic circumstances, temporarily decide against a pay rise if the following conditions are met:
   a. The denial of a pay rise originally 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 2 of this CLA.
   d. Per pay rise, as mentioned in Article 22 of this CLA, a written request for dispensation

must 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 (standard 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 2).

ARTICLE 6

Hardship Clause (standard provision)

An employee or employer who, prior to the transfer to this CLA, fell under the scope of the CLA for personnel employed by architectural firms 2019-2021 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, Amendment and Termination of this CLA (standard provision)

1. This CLA has been entered into for the period from 1 March 2021 up to and including 28 February 2023.

2. This CLA will be tacitly renewed by periods of one year, unless one of the parties notifies the other parties in writing not later than three months before the date of termination of this CLA that it wishes to terminate the agreement or wishes to amend one or more provisions so that the CLA will continue in full force and effect as amended.

3. If the CLA has been terminated, the provisions of the terminated CLA will remain in force for a maximum of 12 months during the period in which a new collective agreement is being negotiated.

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 their employees, informing them about the terms and conditions of employment, the labour market, and working conditions. The SFA provides secretarial services to the CLA parties and the Labour Disputes Committee for Architectural Firms (see Appendix 3). The dispute settlement procedure is further detailed in Appendix 4.

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.

4. In principle, this contribution is annually determined by the CLA parties represented on the board of the SFA and is subject to annual indexation on the basis of the consumer price index (CPI).

5. Thanks to the contribution mentioned in paragraph 3, all employers and employees in the industry can make use of the services of the SFA. Two 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 (standard provision)

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 Articles 19 and 20 of the CLA.
   c. Deal with differences of interpretation between employer and employee with regard to Article 13.
   d. Provide clarity as to the legal status of the working relationship (employee or contractor) referred to in Article 18.
   e. Settle disputes about the possible interpretation of home working arrangements on the basis of reasonableness and feasibility.

3. The ruling of the Disputes Committee:
   a. Will have the power of a binding advice when both employer and employee so request on a voluntary basis.
   b. This also applies in the event of a dispute about the interpretation of Article 18, paragraph 3, if the client and the contractor apply to the Disputes Committee.
   c. The same applies if the parties turn to the Disputes Committee with a dispute about the classification of an employee's job and/or its financial worth.
   d. In situations as referred to in paragraph c, the Disputes Committee will seek advice from the job grading experts of the trade unions.
   e. The composition, method of operation, powers and costs of the Disputes Committee are regulated in the Dispute Settlement Procedure included in Appendix 4.

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 employer's name and place of business; the employee's name and residence
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 co-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 this approval, except in cases in which this would lead to competition, conflict of interests or an apparent adverse effect on the employee's performance.
      Before participating in design contests, the employee shall notify the employer thereof 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

Working Hours, Annual Hours and Working from Home (standard provision)

1. The provisions in this CLA assume a working week of 40 hours and are applied proportionally if a working week has fewer hours.

2. The annual hours as described in Article 2, paragraph n, allow 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.

4. Employer and employee make reasonable arrangements regarding the balance between working in the office and from home and about reimbursement of travel expenses and costs of working from home.

ARTICLE 13

Overtime (standard provision)

1. Employer and employee shall by agreement determine whether overtime worked by employees in the job categories up to and including category J will be paid out or converted into time off.
2. 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.
3. The Employer will inform all employees as to what is meant by overtime, flexible work and extra work.
4. A more detailed description is set out in Appendix 5.

ARTICLE 14

Termination of a Fixed-Term Contract (standard provision)

1. A fixed-term employment contract shall end by operation of law on the agreed end date.

2. A notice period shall apply for employment contracts with a duration longer than six months.

3. A fixed-term employment contract may in principle not be terminated before the end of the term, unless
   a. by mutual consent, or
   b. if the parties have agreed in writing on an early termination clause when entering into the agreement.
4. The transitional severance payment will be determined in accordance with the statutory provisions.

ARTICLE 15

Derogation from the Chain Provision as referred to in Article 7:668a Netherlands Civil Code (standard provision)

1. After the maximum number of years and/or contracts allowed under the Balanced Labour

Market Act (Wab; 36 months) have expired, the employer may subsequently conclude a maximum of two consecutive one-year employment contracts with an employee who is studying at an Academy of Architecture.

2. The extension as referred to in paragraph 1 shall end by mutual consent at the end of the month in which the employee has obtained his/her diploma.

3. If the employee prematurely terminates his/her training, the extension as referred to in paragraph 1 ends by mutual agreement at the end of the month in which the the training is terminated.

4. Notwithstanding the provisions of paragraphs 2 and 3 above, the provisions of Article 14, paragraph 2, with regard to the notice period also apply to extended employment contracts.

ARTICLE 16
Termination of a Permanent Contract (standard provision)

1. A permanent employment contract may be terminated by either employer or employee in writing, stating the reasons.

2. If a contract is terminated for an urgent reason, as referred to in Article 7:677, paragraph 1, of the Netherlands Civil Code, the other party shall be informed immediately of that reason in writing.

3. For employees, the notice period is one month. This stipulation may only be waived in writing. If a longer notice period is agreed with the employee, the employer's notice period must be at least twice as long as the employee's notice period.

4. 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

5. Unless otherwise agreed in writing, notice of termination is given by the end of a calendar month.

6. The transitional severance payment will be determined in accordance with the statutory provisions.

7. The employment contract ends automatically on the day prior to the date on which the employee reaches the state pension age.

ARTICLE 17
Internships (standard provision)

Internship agreements are subject to the internship regulations for architectural firms as included in Appendix 6 of this CLA.

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 (plus a holiday allowance of 8%) 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 4. 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, there will be suspicion of the person being an employee. In such a case, this suspicion will be reported to the Disputes Committee.

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.

2. To determine the job classification, the duties and responsibilities of the relevant position are described and approved by employer and employee.

3. This job description is then compared with the job levels within the job family or job families in the Job Classification Handbook for Architectural Firms. The most closely corresponding job level (level sheet) will determine the job classification.

ARTICLE 20
Salary Classification (minimum provision)

1. The salary classification is based on the job classification.

2. The employee's salary falls within the salary scale linked to the relevant job level.

3. Job categories B to N as described in the Job Classification Handbook for Architectural Firms are linked to salary scales B to N. The degree of experience will determine the year in position (salary step) in the salary scale.

4. As stipulated in Article 21, a temporary preliminary salary scale may apply.

5. A worker hired by the employer through a temporary employment agency or another third party or through secondment is entitled to at least the same wage and salary scale classification as an employee employed by the architectural firm in an equal or similar position. The employer shall ensure that the worker supplied is remunerated in accordance with the remuneration provisions of this chapter and this CLA.

ARTICLE 21

Exceptions to the Salary Classification (minimum provision)

1. 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 this arrangement will not exceed the maximum term of one year. Examples of special circumstances are participation in retraining courses, language deficits or reintegration into work after long-term absence.
2. a. If and insofar as they are employed in an (technical) design position, graduates from a university of applied sciences or a technical university who have sufficient BIM skills will start at salary level F.
   b. If and insofar as they are employed in an (technical) design position, graduates from a university of applied sciences or a technical university who do not have sufficient BIM skills will start at salary level E.
   c. These preliminary scales may also apply to employees who are (or will be) following a professional experience period.
   d. No preliminary scales apply to employees with at least two years of work experience in a (technical) design function who are going to follow the professional experience period. In such a case job classification is salary classification.

ARTICLE 22

Salary (minimum provision)

1. As of 1 July 2021, salaries will be increased by 1.5%.

2. As of 1 January 2022, salaries will be increased by a fixed and equal amount for all positions. That amount will be equal to 1% of the average of all salaries.

3. As of 1 January 2022, the minimum hourly wage will be increased to € 14.

4. As of 1 July 2022, salaries will be increased by 0.75%.

5. As of 1 January 2023, salaries will be increased by a fixed and equal amount for all positions. That amount will be equal to 0.75% of the average of all salaries.

6. The gross monthly salaries* shown in the table below will apply from 1 July 2021 for a 40-hour working week and include a 1.5% salary increase as of that same date.

Year in post/ salary step:	B	C	D	E	F	G	H	J	K	L	M	N
0	1855	1917	2040	2241	2460	2697	2958	3244	3558	3903	4282	4699
1	1913	1979	2108	2314	2539	2784	3053	3348	3673	4029	4420	4851
2	1972	2042	2174	2387	2618	2871	3148	3452	3787	4156	4560	5004
3	2029	2104	2241	2460	2697	2958	3244	3558	3903	4282	4699	5156
4	2088	2165	2308	2531	2777	3044	3338	3662	4018	4409	4839	5309
5	2146	2227	2376	2604	2856	3132	3434	3768	4132	4535	4976	5463
6	2205	2288	2442	2678	2934	3218	3529	3871	4248	4661	5116	5615
7		2351	2509	2751	3015	3305	3625	3977	4362	4788	5255	5768
8		2413	2575	2822	3095	3392	3720	4080	4477	4916	5394	5922
9			2642	2895	3173	3478	3814	4186	4593	5042	5533	6073
10% additional	2426	2654	2906	3185	3490	3826	4195	4605	5052	5546	6086	6680

* *Amounts in euros*

ARTICLE 23
Salary growth (minimum provision)

1. Each year, employees who perform well will be entitled to move one step up the established salary scale, provided they have not yet reached the maximum on the scale.

2. Employees who have not yet worked a full year at the time of the assessment will entitled to the next salary step after six months of work and good performance.

3. When an employee progresses to a higher job level, the salary level (the salary scale) increases correspondingly.
   It is then determined which salary in the new salary column comes closest to the current salary (for 40 hours). On this basis, the employee moves up at least one additional step, depending on the progress made.

4. The obligation of the employer to allocate salary steps will expire:
   a. Individually:
      If the employee concerned has evidently not fulfilled their duties properly. The employer must substantiate the reasons for denying the next salary step in writing to the employee.
   b. Collectively:
      If the workforce as a whole is not granted the next step up as further elaborated in Article 4 of this CLA.

ARTICLE 24
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 25
Pension (minimum provision)

1. The 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 pension starts on the first day of the month in which the employee reaches the age of 67. Employees can have their pension commence earlier or later.

3. Employees who wish to take early retirement must notify the employer thereof.

4. The CLA parties will determine the level of the pension contribution which can vary from 18% to 26% of the pension base. The CLA parties will also determine the distribution of the pension contribution burden; 55% of the total contribution will be payable by the employer and 45% by the employee.

5. The Board of the Pension Fund determines the pension accrual percentage.

6. During the periods of parental leave, additional birth leave, paid study leave, leave under the

life-course savings scheme and other types of leave referred to in the Work and Care Act (Wazo), the original accrual and payment of contributions will be continued as if no leave were taken, in accordance with Article 7.2 of the Pension Regulations A.

ARTICLE 26
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.

3. If working from home is an option, the employer will make reasonable arrangements with the employee about a home-working allowance, whether or not in combination with a travel allowance.

ARTICLE 27
Life-Course Savings Scheme (minimum provision)

1. The life-course scheme ends on 31 December 2021. The remaining balance is then paid out in full.

2. 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.

3. 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.

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:

$$\frac{\text{monthly salary x 12.96} + \text{fixed 13th month salary (if applicable, otherwise 0)} + \text{employer's share of pension contribution}\ [1]}{261}$$

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
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 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.

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

IV DEVELOPMENT

ARTICLE 30
Interview Cycle (minimum provision)

1. Annually, the employer and employee discuss the employee's performance and development (see Appendix 7).

2. The interviews take place within the context of the firm's vision on work, sustainability, innovation, digitalisation, the future and the role that the employee can or should play therein.

3. Position-related and career developments are part of the discussion, as are agreements about study and training and the evaluation of agreements made previously.

4. The Interviews are recorded in writing.

[1] and/or other fixed payments in accordance with the Pension Regulations.

ARTICLE 31
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. As far as the ongoing reinforcement or development of knowledge for the benefit of the architectural firm is concerned, the majority of the financial burden lies with the employer. This topic is further elaborated in Appendix 8.

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, which has been earmarked for the use of all employees.

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. Employees who are registered in the Architects' Register are personally responsible for ensuring that they attend sufficient refresher and supplementary training hours.

ARTICLE 33
Development hours (minimum provision)

1. Full-time employees have 35 development hours at their disposal per calendar year (see also Appendix 8).

2. Employees can use these development hours, or - with permission of the employer - their equivalent in money, for career-related development.

3. The hours are in principle spent in the calendar year of issue.

4. Hours not spent for good reason and recorded as such shall remain available for a maximum of two years.

5. Upon termination of employment, unspent development hours will be cancelled.

V HEALTH

ARTICLE 33
Prevention and Absence Policy (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, 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 9.

ARTICLE 35

Death of an Employee (minimum provision)

1. In the event of the death of an 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.

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.

VI LEAVE

ARTICLE 36

Holiday Entitlements (minimum provision)

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. a. A transitional arrangement applies to employees who were in the employ of their current employer prior to 1 April 2011. This transitional arrangement has been included in the table in paragraph 4c of this Article.

b. For these employees, the entitlement to extra holiday hours as included in the table below remains the same, until the year in which they become entitled to more holiday hours on the basis of paragraph 3. As from that year, paragraph 3 will apply.

c. Age on 31/12/2011 and extra holiday hours.

Age on 31/12/2011	Total additional holiday hours
35 – 39 years	8 hours
40 – 44 years	16 hours
45 – 49 years	24 hours
50 – 54 years	32 hours
55 – 59 years	40 hours
60 – 65 years	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. Article 2, paragraph h, of this CLA lists the public holidays that, in addition to the regular leave referred to in Article 36, count as paid leave days.
4. Employees may take leave for other religious holidays.

ARTICLE 38
Collective Holidays (optional provision)

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.

APPENDICES

APPENDIX 1 **Employee Participation**
Elaboration of Article 3 CLA

The employer's obligation to involve the employee participation body in decisions is dealt with in the following articles:

- Article 4: staff cutbacks as a result of economic circumstances.
- Article 23 paragraph 4b: if the work force as a whole is not granted a salary step up.
- Article 28 paragraph 1: agreeing additional targets in an à la carte CLA.
- Article 31 paragraph 5: annual overview of the scope and expenditure of the training budget.
- Article 38: when determining days off to be taken collectively.
- The method of assessment as included in Appendix 7.

The term 'participation' summarises the influence employees have on decisions within an organisation. Employee participation is regulated by law.
Employee participation also means that employer and employees discuss staff and office policies that affect or may affect this influence.

The formal requirements for employee participation depend on the number of employees:
a. Up to 10 employees: staff meetings will suffice.
b. Firms with 10 to 50 employees have an employee representative body.
c. For firms with 50 or more employees, a works council is required by law.

The participation body is a suitable consultative body for individual or collective needs and wants regarding personnel policy, training, development and other less project-related areas.

Given that most firms are small-scale, the architectural branch has introduced the figure of the firm intermediary.
Not every firm works with staff meetings or staff representation., in which case the appointment of a firm intermediary may be a simple and practical solution to facilitate contacts between employer and employees.
The firm intermediary will be able to inform the employer about sensitive or just practical matters that play a role in the employees' perception. The firm intermediary may also serve as a regular contact with whom the employer can discuss staff policy.

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 25% or more 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 2 **Exemption from CLA provisions**

Explanatory note to Article 4 on requests for dispensation

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.

Procedure
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.

Explanatory note to Article 5 on exemption from CLA provisions
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.

Procedure
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.
    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 onr or more employees, 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. 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.

    On behalf of the CLA parties, SFA 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.

3. 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. 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.

APPENDIX 3 **Stichting Fonds Architectenbureaus (SFA)**
Elaboration of Article 8 CLA

Stichting Fonds Architectenbureaus (SFA) performs activities aimed at informing, improving and updating employment and working conditions and the labour market, and at maximising the performance of architectural firms from a socioeconomic perspective.

Joint Organisation
The SFA is a joint organisation. 50% of the board members are appointed on behalf of the Royal Association of Dutch Architects (BNA), the other 50% on behalf of the trade organisations FNV Bouwen & Wonen, CNV Vakmensen and De Unie.

Secretarial Office
The SFA provides secretarial services for CLA parties and for the Labour Disputes Committee for Architectural Firms. (The role and function of the Disputes Committee are set out in Appendix 4).

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 working and employment conditions in the industry and the labour market.

APPENDIX 4 **Labour Disputes Committee for Architectural Firms**
Elaboration of Article 9 CLA

Article 9 of this 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 their job as determined in Articles 19 and 20.

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. These regulations have been included below.

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 Vakmensen, FNV Bouwen & Wonen 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. A vacancy 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.

ARTICLE 2
Disputes

The Disputes Committee may be called upon in the follpowing cases:

1. If an employer or employee believes the interpretation or application of the CLA to be incorrect.
2. If an employee is unable to agree to the job classification as determined by the employer in accordance with Articles 19 and 20 of the CLA.
3. If there is a differences of opinion between employer and employee with regard to the interpretation of the term 'overtime'.
4. If there is lack of clarity or a difference of opinion between client and contractor concerning the role of contractor as referred to in Article 18, paragraph 3.
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) apply to the situation as set out in paragraph 4.

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

Unless the Disputes Committee determines that the costs of handling the dispute must be charged on to the parties, these costs will be borne by the SFA.

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 Articles 19 and 20 CLA.
b. Such an appeal will only be admissible if:
   › the employer and the employee agree on the job content.
   › a job profile signed by the employer and the employee is available.
   › 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 lodged in writing, supported by reasons, within two months of having received the employer's decision, as stated in Articles 19 and 20 of this 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

Unless the Disputes Committee determines that the costs of lodging the appeal must be charged on to the parties, these costs will be borne by the SFA.

ARTICLE 7
Other provisions

At the end of each calendar year, the Disputes Committee reports on its activities in SFA's annual report.

APPENDIX 5 **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 versus extra 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. In such a case the choice lies with the employee.
On the other hand, 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: flexible versus extra work. 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 non-regular circumstance.

Employee
Employees must have clarity as to what tasks come under regular planned activities and what tasks do not. The employees themselves should also identify overtime. Prevent automatically working overtime without consultation. This may lead to misunderstandings later on. There must be a clear framework for overtime.

That is why it is 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 6 **Internship Regulations for Architectural Firms**
Elaboration of Article 17 CLA

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.

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 full-time working MBO students is €400 gross per month and for full-time working HBO and university students €550 gross per month. 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.

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 FNV Bouw en Wonen, De Unie and CNV Vakmensen on 1 March 2019.

APPENDIX 7 **Performance, Assessment, Interview Cycle**

Elaboration of Article 30 CLA

Performance and appraisal interviews in practice

1. This CLA use the term 'interview cycle' to refer to performance and appraisal interviews.
2. 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.
3. During this appraisal interview they discuss salary and other performance-related aspects such as result objectives, which usually have already been addressed in the performance interview.
4. Employer and employee discuss these result objectives in the appraisal interview.
5. The employer determines the method of appraisal together with the participation body.
6. It is preferable to conduct initial and progress interviews regularly during the course of the year on the basis of the progress of projects and/or work development.
7. The interview cycle is also used to make agreements about training and development, including the use of development hours.

Appraisal

1. The employee's performance will be appraised on the basis of relevant job requirements and competencies. 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.
2. This also requires clarity from the employer about the firm's objectives and what is expected from the employee(s).
3. 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.
4. Employees receive a written report of the appraisal and may respond to it.

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.

APPENDIX 8 **Training and Development**
Elaboration of Articles 31 and 32 CLA

Throughout all phases of their careers, workers must be able to perform work in keeping with their capacities and ambitions and the opportunities offered by employers. It is increasingly necessary for employees to continue to develop themselves in order to do their jobs well. When it comes to development, a distinction should be made between formal learning (e.g. courses or training) and informal learning (e.g. during projects or by learning from a colleague). In view of the agreements to be made on costs, this appendix is mainly about formal development.

How do employers and employees discuss the costs of formal development?
At least once a year, employer and employee make agreements about training and development during the year to come, and also on the employer's contribution. These agreements are recorded in writing.

Employer's contribution to training and development costs
This CLA distinguishes between job-related development and career-related development. There is a correlation between the amount of compensation from the employer and the relationship with the firm. The closer the choices are to the employee's current performance or the closer the agreement between the employer and employee is to the employee's future performance in the firm, the higher the employer's contribution to the costs will be.
Where it is difficult to distinguish between job-related and career-related training, employer and employee will consult each other.

The main features of the employer's financial contribution:

Job-related development
The costs of studies aimed at the employee's current position and performance and on keeping up to date in the professional area of expertise are reimbursed in full by the employer. If the lessons or lectures take place during working hours, the required hours will be regarded as working hours

Career-related development
In total, 25-50% of the costs of courses taken within the context of career development are reimbursed by the employer.
This employer's contribution should be regarded as a rough guideline; the employer may actually contribute more. Full-time employees have 35 development hours at their disposal each calendar year. They can use these development hours, or - with permission of the employer - their equivalent in money, for career-related development or to pay the employee's share of the costs of career-related development**.**

Which costs are reimbursed?
› course, tuition and school fees including enrolment and excursion costs.
› travel expenses.
› examination fees.
› costs of required books and study materials.
› costs related to absence on full pay.

A request for an allowance for job-related study costs must be substantiated. 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.

The employer's financial contribution to the professional experience period
Architecture students graduating from a technical university must complete a two-year professional experience period before they can be entered in the Architects' Register and may use the title of 'architect'. This professional experience period is considered a combination of job-related and career-related development pathways. Generally speaking, 50% of the costs is paid by the employer; a higher contribution is always possible. The employee can use the development hours to pay for the employee's share of the costs (or use these development hours for activities that take place during working hours).

Studying at the Academy of Architecture
Employees who are studying at an Academy of Architecture (AvB) or who are doing a period of professional experience after having completed their architecture studies may temporarily be placed on a lower job scale. If they have experience with BIM, they will be graded on salary scale F; if they do not have such experience, they will be graded on salary scale E.
It is reasonable that the employer is rquired to contribute to the costs of study; the amount of the contribution is not determined here, that is part of good employment practice.

Repayment of contributions to training and development costs
Contributions may also be subject to repayment or other conditions, for example if the employee resigns within three years of attending the study or training course financed by the employer.

APPENDIX 9 **Income in Case of Illness/Disability**
Elaboration of Article 34 CLA

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 (2021 = €58,311), 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 (2021 = €58,311), 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.

3. Repair of the Third Year of Unemployment Benefit

The Private Supplement WW (Unemployment Benefit Scheme) applies to employees of employers compulsorily affiliated to the Pension Fund for Architects The Scheme is implemented by Stichting Private Aanvulling WW (SPAWW). Premiums are collected by SPAWW on the basis of the data supplied by the pension provider (APG).

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