

**Consultations on the Collective Labour
Agreement for Dutch Universities**
FNV AC/FBZ CNV Connectief VAWO VSNU

**Negotiation Settlement on Collective Labour
Agreement for Dutch Universities, 2 July 2016 -
30 June 2017**

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This translation of the negotiation settlement on collective labour agreement, 2 July 2016 – 30 June 2017 inclusive for the Dutch Universities is meant as a service to non-Dutch speaking employees of said universities. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases the Dutch text of the ‘Onderhandelaarsakkoord cao Nederlandse Universiteiten 2 juli 2016 – 30 juni 2017’ inclusive is binding.

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The VSNU, the Association of Universities in the Netherlands, acting on behalf of the universities on the one hand, and employee organisations FNV, AC/FBZ, CNV Connectief and VAWO on the other, hereinafter to be referred to as the parties, made the following general arrangements on the development of the employment terms and conditions for the Dutch Universities.

The parties will determine, by 15 May 2017 at the latest, whether this negotiation settlement can be converted into a definitive CAO.

1. The Work and Security Act and the Dutch Civil Code

In this settlement, the parties expressly reconfirm their agreements as set down in Annex L Addendum CAO Dutch Universities (hereinafter CAO) 2015-2016, both for academic staff (WP) and support and management staff (OBP). The employers will not enter into any temporary employment contracts with a duration of less than 24 months for the sole reason of avoiding liability to pay the transition compensation.

The parties note that the current provision in the Dutch Civil Code (BW) (Section 668(a)(3)) that "a long-term fixed-term employment contract can only be renewed once, by three months" is difficult to reconcile with the statutory duration of pregnancy and childbirth leave of 16 weeks. In addition, the fact that the Work and Security Act (WWZ) makes it impossible to renew consecutive fixed-term employment contracts by the duration of pregnancy and childbirth leave if the maximum contract duration of four years has already been reached is hardly compatible with the ambitions in the area of diversity and gender equality. The parties have therefore agreed that they will request the Minister for Social Affairs and Employment to make more room in the CAO for renewal of fixed-term employment contracts for the duration of pregnancy and childbirth leave. As soon as more room for this has been created in law, the CAO will be amended in the interim, as appropriate.

2. Pressure of work and long-term employability

2.1 Pressure of work

The parties note that employees of universities do their work with pleasure, and that the productivity of both WP and OBP employees is high. Changing circumstances in their environment are resulting in high demands being placed on employees: more accountability and responsibility, language and teaching skills in English, digitisation of education, increasing supervision of students due to smaller scale education, etc. The parties consider it important that, in view of these changing demands from the environment, employees are given the opportunity to continue developing their skills and competencies. At least two development days have been made available for this in the CAO (Article 6.9, first paragraph). The parties agree that the use of these development days will be evaluated before mid-2018, and that arrangements will be made regarding whether and how these development days can be used more effectively.

The parties note that, in the employees' perception, the work pressure and performance pressure on employees have increased in recent years. As set down in Article C.11 of the CAO, it is important when developing interventions targeted at work pressure and performance pressure that relevant local circumstances are taken into account. The parties therefore agree that each university will draw up a work plan on work pressure and long-term employability before the end of 2017, in consultation with the Local Consultative Committee. The parties

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remind universities of the importance of involving faculties and departments in drawing up this plan, so that as much account as possible is taken of the various circumstances in different departments. The parties indicate that the measures to reduce work pressure should take place at the lowest possible level because, as the causes of work pressure are extremely diverse, so are the solutions. The work plan will be drawn up in consultation with the Local Consultative Committee, and will offer room to faculties and departments to formulate measures themselves according to the local needs and circumstances. The parties agree in this context to submit to the universities the recommendations from the SoFoKleS report on work pressure and performance pressure. The parties also recommend that use be made of the strategic staff planning instrument, to ensure continued attention for the qualitative development of employees and quantitative staffing levels. In this context, the parties are also drawing attention to the possibilities offered in Article 2.2a of the CAO to match the duration of the employment contract to the desired staffing level.

2.2 Long-term employability

The parties highlight the importance of continued attention to the long-term employability of employees. This entails that employees should be able to take their foot off the accelerator at moments they need to – for example during the ‘rush-hour years’ when employees have young children, or the years leading up to retirement. The parties are expanding the possibilities for employees to reduce their working hours temporarily. The individual terms of employment scheme now makes it possible to save up holiday hours for three to five years, and to use these for long-term leave. The parties agree that from 1 January 2018 every employee will be able to use these saved holiday hours for reduction of the working hours per week in a period in which he or she needs this. The parties recommend taking this into account in the context of staff planning, so that this does not increase work pressure. Measures which could be considered include reallocation and/or prioritisation.

3. Social insurance over and above the statutory minimum

In the CAO 2015-2016, the parties agreed on compensatory measures for the duration and accrual of unemployment benefit under the Unemployment Act (WW) in accordance with the arrangements made in this respect in the 2013 social contract. The parties have agreed that compensation for the third WW year will take place in accordance with the current Netherlands Universities Enhanced Unemployment Scheme (BWNU) and that the costs will be borne by the employer. A new article will be included in the BWNU to cover compensation for the third WW year.

In addition, the parties are making a provisional agreement regarding compensation for the change to the Return to Work (Partially Disabled Persons) Regulations.

Ahead of the introduction of the Public Servants (Normalisation of Legal Status) Act (WNRA) on 1 January 2020, public universities will be starting, as of 1 January 2018, to allocate the transition compensation (Section 7:673 BW) to employees whose employment is ending after an employment period of two years or more. In order to prevent cumulation of the transition compensation and any subsequent benefit under the BWNU, the parties have agreed as follows:

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The parties agree that, commencing on 1 January 2018, in the event of a termination of employment on economic grounds, the subsequent benefit under Article 5 of the BWNU 2017 will qualify as a measure as referred to in Section 7:673(b) BW¹. The CAO and the BWNU 2017 will be amended accordingly.

As a result, no transition compensation under Section 7:673 BW will be owed to employees who are entitled to the follow-on benefit and whose employment is terminated on economic grounds as of 1 January 2018.

If, prior to said dismissal (or at the end of the employment by operation of law, which employment is not renewed on economic grounds) said employee waives his or her right, in writing, to the follow-on benefit as referred to in Article 5 of the BWNU 2017, said employee will nevertheless receive the transition compensation in accordance with Section 7:673 BW.

4. Term and remuneration

The CAO is effective from 2 July 2016 to 30 June 2017.

The 0.8% salary increase already awarded by the employer is being converted into a structural increase. The salaries were already structurally increased by 1.0% on 1 January 2016. This means that the total salary increase for 2016 was 1.8%, and for 2015-2016, 5.05%. These increases have already been incorporated into the salary scales in 2016.

The parties agree that the salaries will be structurally increased by 1.4% as of 1 January 2017.

Finally, the parties agree the following with regard to the young workers' salary scales:

- the young workers' salary scales will be structurally increased by 5.0% as of 1 January 2017.
- the young workers' salary scale for 21-year-olds will be withdrawn as of 1 July 2017.

5. Other agreements

1. The provision in Article 2.3.6a of the CAO that a university can decide, in the case of serious economic interests, not to extend the employment contract of a female PhD candidate by the duration of her pregnancy and childbirth leave will be scrapped.
2. The parties agree that they will continue to work towards realisation of the jobs agreement, for example through continued support for the current learning network for jobs under the Participation Act in the context of SoFoKleS. Employers will notify employee organisations regarding the current situation and, within the Local Consultative Committee, discuss how any obstacles can be removed.
3. The parties consider transparency regarding ancillary activities to be of major importance. In the VSNU context, a sectoral arrangement for ancillary activities has been drawn up to replace the current local arrangements per university. The parties will attach this sectoral arrangement as an annex to the CAO. See Annex 1.

¹ This arrangement anticipates the entry into force of the bill on transition compensation in the event of termination of employment on economic grounds or long-term incapacity for work. It is being examined whether 'an employment contract ending by operation of law' also falls within the scope of Section 7:673(b)(1a) of this bill. The CAO parties will consult with one another if this bill does not become law, or is delayed.

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4. The parties wish to give graduates who want to follow a career in academia the opportunity to gain sector experience, for example by offering them a teaching position as a first step in that direction. Junior lecturers are given guidance and will have the opportunity to gain modular certificates of the University Teaching Qualification (BKO).
5. Universities will have the option of deploying student assistants for non-structural operational tasks.
6. The CAO will be amended to ensure consistency with the Working Beyond State Pension Age Act (adopted in 2015).
7. The parties agree that the textual amendment to the BWNU adopted on the joint editorial board will be implemented. See Annex 2 (BWNU 2017).

6. Study arrangements

1. The parties declare that trade union work and its visibility are of major importance for effective consultation in the sector. The parties note that the trade union facilities differ among institutions. A detailed list of the facilities at each institution will be completed by the end of 2017 at the latest. On the basis of this list, the parties will assess during CAO discussions whether it will be necessary to agree on a baseline minimum in terms of available facilities.
2. In the SoFoKleS context, the parties have started the study "Towards a Futureproof CAO for Dutch Universities". The results of this study will be addressed during the CAO discussions.
3. The parties agree to closely follow the experiences of higher professional education with a sectoral employment termination committee. The outcome will be used as a basis for an assessment in the context of a subsequent CAO as to the extent to which a sectoral employment termination committee would be beneficial in our sector.
4. A study will be carried out in 2017 into the possibilities for further increasing the long-term employability of all employees.
5. The parties will assess, by the end of 2017 at the latest, whether it would be desirable, on the basis of a study arrangement, to appoint a confidential counsellor and/or ombudsman for staff in the universities.

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Agreed in Utrecht, 28 March 2017,

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