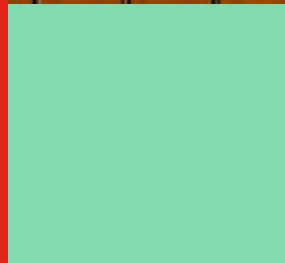


# Collective Labour Agreement Dutch Universities

1 July 2017 - 31 December 2019 inclusive



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1 July 2017 - 31 December 2019 inclusive

## Colophon

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The texts of the collective labour agreement and of the corresponding regulations, and the references to current websites, can also be found on the VSNU website ([www.vsnu.nl](http://www.vsnu.nl)).

*This translation of the collective labour agreement 1 July 2017 - 31 December 2019 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 cao Nederlandse Universiteiten 1 July 2017 – 31 December 2019 inclusive is binding.*

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## Parties to and nature of the collective labour agreement (cao)

The parties to this collective labour agreement are:

The Association of Dutch Universities, acting in its capacity as an association on behalf of the universities

and

the employee organisations listed below:

**FNV**

**AC/FBZ**

**CNV Overheid, part of CNV Connectief**

**VAWO/CMHF**

all acting in their capacity as associations exercising the full legal rights of staff.

The parties hereby declare that they signed a collective labour agreement on 30 June 2018. As such, they have agreed to a collective labour agreement on employment conditions effective from 1 July 2017 up to and including 31 December 2019, the text (including the appendices) of which reads as given below.

The collective labour agreement (cao) of Dutch Universities is intended to implement the provisions in Section 4.5 of the Higher Education and Academic Research Act (WHW), insofar as agreed at the branch of industry level and it lays down the regulations on employment conditions for all Dutch universities, and applies to special universities as a collective labour agreement within the meaning of the Collective Labour Agreement Act.

This collective labour agreement is a standard collective labour agreement explicitly indicating when and to which extent additional interpretations may be given at institutional level.

## Preamble

### Work pressure

The parties find that university employees are happy in their work and that both academic staff and support and management staff have high levels of labour productivity. Changing circumstances in their environment are resulting in high demands being placed on employees: greater accountability and responsibility, greater proficiency in English language speaking and teaching, the digitisation of education, increasing supervision of students through smaller-scale education, etc. In view of these shifting demands from the environment, the parties feel it is important that employees are given the opportunity to continue to develop their skills and competencies.

According to the parties, employees feel that the work pressure and the pressure to perform have increased over the past few years. As stipulated in Article C.11 of the cao, when developing interventions targeted at work pressure and the pressure to perform, it is important that, as much as possible, relevant local circumstances are taken into account. All Dutch universities have now drawn up a work pressure reduction action plan. These plans take the local circumstances at the university into account and leave room for an implementation that is appropriate to the requirements and circumstances within departments and faculties.

During the term of this CAO, universities will work on the execution and implementation of the work plans that have been drawn up, with an additional focus on long-term employability. In addition, the parties recommend that strategic personnel planning be used as a tool to ensure ongoing attention is paid to the qualitative development of employees and to quantitative staffing levels.

### Mobility and long-term employability

Given that modern society is characterised by a rapid succession of professional, technological and social developments, it is more important than ever to be able to respond to these changes. This requires a culture in which it is natural and logical for both managers and employees to keep developing their skills & knowledge throughout their career and stay mobile. Development and momentum is natural, logical and necessary.

This CAO will start explicitly embedding 'lifelong learning' in the career pathway of support and management positions. Long-term employability and mobility will be permanently increased as a result of limits being set to the performance duration of such jobs. In practice, this means that any support and management employee who currently has a permanent contract under the CAO for Dutch Universities, regardless of their role, will carry out that role for the duration of a predetermined period of no more than four to six years. During this period, the employee will carry out development activities that will allow them to take a next step following this period. In mutual consultation, it may also be decided that the employee will remain in the same post. The development initiatives focus on the employee's current role and/or on another role or position within or outside the university. Mature employment relationships entail that both the employee and the supervisor should take responsibility to ensure that the employee 'is or will be fit' to take on a subsequent role. This goes towards fostering the collective consciousness (or culture) in which it is normal and crucial for employees to continue developing their skills.

Please see Appendix L for the full CAO agreement.

### More career prospects and job security for junior lecturers and post-doctoral researchers

The parties jointly gave the theme of 'Improved career prospects for junior lecturers and post-doctoral researchers' a prominent place on the agenda. This aspect primarily relates to the position of junior lecturers (Lecturer 3 and 4) and the post-doctoral researcher positions (Researcher 3 and 4). In academic careers, the close relationship between education and research is logical and guaranteed at the level of the individual. An academic career will run along the trajectory of Assistant Professor (UD), Associate Professor (UHD) and Professor. Permanent employment is an option in relation to such positions. With regard to junior lecturers and post-doctoral researchers, this relationship – and, as such, the career prospects for a permanent position – is far less present or even absent. For that reason, such positions are generally filled with temporary employment contracts. In this collective labour agreement, employers and employees have made agreements to extend these temporary jobs and to add a professional development component. In this way, the parties aim to further reduce the number of short-term temporary contracts and, additionally, to increase the number of opportunities of junior lecturers and post-doctoral researchers on the job market.

Junior lecturers will be given a longer non-recurring temporary employment contract, entailing broader development opportunities. This will make the position more attractive and benefit the quality of the education. Junior lecturers with teaching ambitions will be facilitated in moving on to a job in one of the other education sectors. The University Teaching Qualification (BKO) plays a crucial role in this regard. In addition, the parties are committed to achieving sectoral agreements in order for these junior lecturers to be fast-tracked to obtaining a teaching qualification by way of a tailored work placement or attending an abridged teacher-training programme.

An opportunity will be created for junior lecturers with a research ambition to take up a combined position of a junior lecturer and researcher with a one-time temporary employment contract, in principle for a period of six years. During this period, the employee will be expected to obtain the BKO and successfully complete their PhD.

With regard to post-doctoral researchers, the parties agree that, in addition to the provision in the CAO for Dutch Universities (Article E.12a), agreements can be made with post-doctoral researchers, following a (succession of) temporary contract(s) for the duration of no more than four years or following the end of a non-recurring (longer) contract, that benefit their employment security and career prospects in the longer term. If this is desirable and/or deemed necessary in the view of the employer, the employee may be offered a permanent employment contract immediately, linked to an ongoing or recently acquired research project (the so-called employment subject to special provisions).

Please see Appendix M for the full CAO agreement.

### Vitality pact

In the 2016 - 2017 CAO for Dutch Universities, agreements were made regarding measures to facilitate the long-term employability of employees. The 2019 Vitality Pact for Universities is an elaboration of those measures. With the pact, the parties wish to allow employees to continue their work in good health and

vitality until retirement age. The positions that become available will be used to create opportunities for recruitment and advancement. This agreement will enable employees to reduce their working hours by 0.2 FTE or 0.4 FTE (based on full-time employment) up to five years before entitlement to an old-age pension/retirement age, with compensation of 85% or 70%, respectively, of their original salary, while retaining full pension accrual entitlements, with the normal employer-employee premium division remaining in force. The number of holiday hours per year will be reduced to the statutory minimum as determined in the Dutch Civil Code for the remaining number of working days.

The core principle of the scheme is that it will be able to be implemented in a budget neutral manner and that its implementation will not lead to a disproportionate increase in the work pressure. For that reason, the scheme will, as yet, only be implemented for a limited period of time, from 1 January 2019 to 1 July 2020. The parties to the collective agreement will be evaluating the scheme in the interim, prior to the end date of this CAO, as to its budget neutrality, its impact on recruitment and advancement and with regard to the work pressure. A final evaluation will take place before 1 July 2020.

Please see Articles 6.17 to 6.20 inclusive of this CAO for the 2019 Vitality pact scheme.

#### **Arranged jobs during reorganisations**

The parties feel that long-term placement of employees with an occupational disability is essential, also in accordance with the Occupational Disability (Employment Targets and Quotas) Act. For that reason, the parties agree that, in the event of any organisational changes or a reorganisation, employees from the target groups of the Participation Act will retain a package of responsibilities of a similar nature or scope. In the situation of an organisational change or reorganisation, these employees will not be able to be dismissed due to the loss of staff positions.

Furthermore, the parties recommend that universities focus more closely on this target group in relation to procurement and purchasing policy, for example by formulating policy in alignment with social return on investment.

## **Chapter 1**

### **General clauses**

## Section 1 Definitions and obligations

### Article 1.1 Definitions and abbreviations

- a. Universities: the public and special universities;
- b. Public university: the public universities in Leiden, Groningen, Amsterdam, Utrecht, Delft, Wageningen, Eindhoven, Enschede, Rotterdam and Maastricht, and the Open University of the Netherlands in Heerlen;
- c. Special university: the special universities in Amsterdam, Nijmegen and Tilburg;
- d. Institution: the university;
- e. No longer applicable;
- f. Foundation: the Catholic University of Brabant Foundation in Tilburg, the Catholic University Foundation in Nijmegen or the VU Foundation in Amsterdam;
- g. Employees' organisations: the employee organisations that are a party to this collective labour agreement (cao);
- h. Employer: the Board of Governors and, with regard to the special universities, the Executive Committee of the Foundation. The Radboud University in Nijmegen and the Radboud University Medical Centre (Radboud umc) form part of the Catholic University Foundation legal entity. With regard to the applicability of this collective labour agreement (cao) on an institutional level, the Radboud University Nijmegen is the employer;
- i. Employee: the person who is employed by an institution or legal entity;
- j. Employment contract: either an appointment at a public university or an employment contract with a special university;
- k. Temporary employment contract: temporary employment contract, arranged either for a predetermined period or for an objectively definable set of circumstances, the duration of which is not precisely known in advance;
- l. Permanent employment contract: employment contract for an indefinite period of time;
- m. Notice of termination by the employee: at a public university this is taken to mean the request for dismissal made by the employee;
- n. Consultation between the employer and local employees' organisations: the local consultation with employees' organisations as laid down in the consultation protocol;
- o. Employee participation body: the body that is designated as such on the grounds of Sections 9.30, 9.31, 9.37, 9.49, 9.50 and 9.51 of the Higher Education and Academic Research Act (WHW);
- p. Full time employment: employment for 38 hours per week;
- q. Salary: the monthly amount established for the employee in question based on the salary tables in Section 4 of Appendix A to this collective labour agreement (cao);
- r. No longer applicable;
- s. Hourly salary: 1/165th part of the monthly salary in case of full time employment (excluding holiday allowance and end-of-year bonus);
- t. No longer applicable;
- u. Salary grade: a series of numbered salaries, included as such in Appendix A of this collective labour agreement (cao);
- v. Salary number: an indication, consisting of a number, which is given before a salary in a salary grade;

- w. Maximum salary: the highest amount in a salary grade;
- x. Remuneration: the sum of the salary and the bonuses the employee is entitled to pursuant to the provisions in Articles 3.13, paragraph 2, 3.14, 3.15, 3.18, or the bonus pursuant to the provisions in Articles 3.16, 3.25 to 3.27 unless it is established in advance that the bonus is granted for less than one year;
- y. Position: the compilation of duties to be performed by the employee pursuant to and in accordance with what he has been assigned to do by the employer;
- z. Academic staff (wp): members of staff whose respective jobs are classified under the Education and Research job family of the job classification system;
- aa. Doctoral candidate: staff in the employment of the university whose job is classified in the doctoral candidate job profile in the Education and Research job family of the job classification system;
- bb. Support and management staff (obp): members of staff not belonging to the academic staff category, including student assistants;
- cc. Medical specialist: a doctor of medicine who, according to the register of the Specialists' Registration Commission, is recognised as a specialist in the field of medicine indicated therein;
- dd. Two-Tier Entity Scheme: the scheme under Section 9.51 of the Higher Education and Academic Research Act, Bulletin of Acts & Decrees 1997, 117;
- ee. cao: the collective labour agreement of the Dutch Universities;
- ff. WAO: Occupational Disability Insurance Act;
- gg. WHW: Higher Education and Academic Research Act;
- hh. WNU: Netherlands Universities Unemployment Scheme (formerly the Unemployment Act for Teaching and Research Staff [BW00], as phrased on 16 December 1999);
- ii. BWNU: Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum;
- jj. ZANU: Sickness and Disability Scheme of Dutch Universities (formerly BZAO [Sickness and Occupational Disability Act for Teaching and Research Staff], as phrased on 16 December 1999);
- kk. ZW: Sickness Benefits Act;
- ll. WIA: Employment Work and Income (Ability to Work) Act;
- mm. No longer applicable;
- nn. WW: Unemployment Act;
- oo. No longer applicable;
- pp. BW: Dutch Civil Code;
- qq. UWV: Employed Person's Insurance Administration Agency;
- rr. SUWI: Work and Income (Implementation Structure) Act;
- ss. State pension age: the retirement age, as referred to in Section 7a of the General Old Age Pensions Act.

### Article 1.2 Authority of the employer

- a. The authority of the employer under the terms of the collective labour agreement (cao) is exercised by the Board of Governors insofar this authority is not reserved for the Directors of the Association or the Directors of the Foundation under the terms of the relevant Charter or Two-Tier Entity Scheme.
- b. The Board of Governors may determine in writing that the authority it was granted under paragraph 1 shall be exercised by others on its behalf.

### **Article 1.3** Term and modification

1. The collective labour agreement (cao) is entered into for the period from 1 July 2017 to 31 December 2019, inclusive.
2. Unless notice has been given by one of the parties, this collective labour agreement (cao) shall be extended by one year on 1 January 2020.
3. Notice must be given to the other parties by registered mail at least three months before the expiry date.
4. Interim modification of the collective labour agreement (cao) is reserved for the consultation between the parties and can only take place with the consent of the parties.
5. Should there be drastic changes in the general socio economic circumstances in the Netherlands during the term of this collective labour agreement (cao), each party involved in this collective labour agreement (cao) is entitled to propose interim modifications.
6. The drastic changes referred to in paragraph 5 also include modifications to the content of the schemes referred to in the text of the collective labour agreement (cao).
7. The party wishing to propose such a modification shall inform the other parties of this in writing. The considerations that played a role in the choice of a proposed modification shall be explicitly stated.
8. Within a month of receiving the communication referred to in paragraph 7 above, the parties shall meet to discuss the proposed modification.

### **Article 1.4** Scope

1. The collective labour agreement (cao) applies to all staff referred to in Article 1.1, under i, with the exception of:
  - a. a member of the Board of Governors;
  - b. the dean and/or member of the Faculty Board, if and insofar as the employer has established this in consultation with local employees' organisations;
  - c. those belonging to a group of staff from a university with regard to whom the Board of Governors has determined, in consultation with the Board of Directors of the academic hospital affiliated with the university, that the scheme on employment conditions applying to the staff of that hospital shall apply;
  - d. employees of the Amsterdam Academic Centre for Dentistry (ACTA), if the employer has declared they fall under a separate scheme that was arrived at with the agreement of the representatives appointed by the employees' organisations to take part in the consultation with local employees' organisations;
  - e. employees of the Faculty of Medicine (VU), including the medical and clinical academic staff referred to in Section 2 of Chapter 10, if the employer has declared that they fall under a separate scheme that was arrived at with the agreement of the representatives, appointed by the employees' organisations to take part in the consultation with local employees' organisations and as included in the appendix. The provisions of this paragraph may equally apply to the employees of another faculty if they also work in the hospital.
2. Elements of this collective labour agreement (cao) shall not apply insofar they are excluded by the employer in special cases, with or without the application of other provisions, provided the employee agrees to this in writing.

3. The provisions of the collective labour agreement (cao) only apply insofar they are not contrary to statutory regulations, generally binding provisions or regulations arising from that from which no departure is permitted.
4. This collective labour agreement is a standard collective labour agreement and contains framework provisions or provisions stipulating minimums which explicitly indicate whether, as well as the extent to which, additional interpretations may be given at institutional level.  
Other regulations referred to in the collective labour agreement (cao) constitute an integral part of the collective labour agreement (cao). They are set by the employer and amended in consultation with local employees' organisations, unless this collective labour agreement (cao) dictates otherwise. When the collective labour agreement (cao) takes effect, existing regulations in this sense shall be considered to become part of the collective labour agreement (cao) without actually being incorporated into it. Administrative rules may be set up by the employer to implement other regulations.
5. Unless expressly stated otherwise, the provisions of the collective labour agreement (cao) shall, in proportion to the working hours agreed upon, apply to employees who are employed for less than a full working week.
6. In this collective labour agreement (cao), the term 'husband' or 'wife' also refers to a partner with whom an unmarried employee lives as a registered partner (Article 1:80a of the Dutch Civil Code) or in any other sense and with whom he, with the intention of living together for a prolonged period, maintains a common household on the basis of a notarised partnership contract in which their mutual rights and obligations are specified. The terms 'widow' or 'widower' shall also include the surviving partner as referred to above. In such a case, the partner is also considered to be a member of the family. Only one person may be listed as a partner at any one time.

### **Article 1.5** Inspection and distribution

1. The employer is obliged to make the contents of this collective labour agreement (cao), any interim modifications and other valid regulations available for unrestricted inspection by the employee.
2. On commencement of employment, the employer shall give a digital copy of this collective labour agreement (cao) to any employee employed for a period exceeding 6 months.

### **Article 1.6** Consultation protocol

The parties attach great importance to purposeful consultation. Wherever this collective labour agreement (cao) specifies that the employer shall or may draw up (further) rules, the employer is obliged to consult with the employees' organisations, as laid down in the consultation protocol (Appendix C).

### **Article 1.7** Obligations of the parties

1. The parties are obliged to observe this agreement in good faith in both letter and spirit. They shall neither take nor support any action, directly or indirectly, that is intended to modify or terminate this agreement in a way that has not been agreed upon.
2. The parties shall encourage the observance of this agreement by their members by all means at their disposal.



## Section 2 Obligations of the employer and the employee

### Article 1.8 General

1. The employer is obliged to act and to refrain from acting in a way a proper employer should under similar circumstances.  
The employee is obliged to perform his duties to the best of his ability, to behave as a good employee and to act in accordance with the instructions given by or on behalf of the employer.
2. In the performance of his duties and in his personal and concerted behaviour towards third parties, an employee is expected to act in the spirit of the goals of the university as much as possible.
3. Paragraph 3 exclusively applies to special universities.

### Article 1.9 Location

An employee can be obliged to take up residence in or near the location where the work must be carried out if, in the opinion of the employer and in view of the nature of the position, this is required for the proper performance of the job.

### Article 1.10 Change of position

If required by the interests of the institution, the employee is obliged to accept any other position, whether or not in the same organisational unit and whether or not at the same location where the work must be carried out, that can reasonably be assigned to him in view of his personality, circumstances and prospects with due observance of Article 9.12a of this cao.

### Article 1.11 Change of duties

The employee may be compelled to temporarily perform duties other than his usual ones, provided that these duties can reasonably be assigned to him in view of his personality and circumstances. He cannot, however, be compelled to perform the duties of employees who are on strike.

### Article 1.12 Undesirable behaviour

1. In order to promote well being in the working environment, the parties wish to eliminate undesirable behaviour, including (sexual) harassment, aggression, violence and discrimination.
2. The employer must appoint a counsellor whose task it is to offer initial assistance to those who have been confronted with undesirable behaviour and to offer initial assistance with regard to complaints pertaining to acts in violation of the Equal Treatment Act.
3. In order to prevent and combat the forms of undesirable behaviour referred to above, the employer shall draw up a code of conduct.
4. In 1999, the parties made recommendations to the local employees' organisations of the institutions regarding the implementation of this code.

### Article 1.13 Conscientious objections

The employee has the right to refuse performing certain tasks, on the grounds of serious conscientious objections. The employee is obliged to inform the employer of this immediately, with an indication of his objections.

### Article 1.14 Ancillary activities

1. The employee is obliged to notify the employer of any work he performs for third parties before he commences with that work, and must do so on inception of his employment contract.
2. The employee may perform ancillary activities only with the approval of the employer.
3. Approval shall be given to perform ancillary activities outside of office hours, unless important institutional interests are involved.
4. The parties to the collective labour agreement have established a sectoral scheme covering ancillary activities by those employed at Dutch universities, which will come into effect on 1 July 2017. This scheme forms part of the cao, as stated in Appendix J. In addition to this scheme, the employer may put a procedure or administrative arrangement in place for the implementation of the scheme.

### Article 1.15 Personal advantage

1. In his capacity, the employee is not allowed to claim or request reimbursements, remuneration, donations or promises from third parties. In his capacity, the employee is not allowed to accept reimbursements, remuneration or gifts, unless the employer grants its permission.
2. The employee is prohibited from performing work in his own interest or for third parties, or from having it performed, in the buildings or on the premises of the employer without the latter's approval.

### Article 1.16 Confidentiality

1. The employee is obliged to keep all information derived from his position confidential insofar as this obligation either follows from the nature of the matter or has been expressly imposed on him. This obligation also applies following termination of the employment contract.
2. The obligation referred to in paragraph 1 above does not apply to those who share the responsibility of ensuring that the employee shall perform his duties properly, nor to those whose cooperation in performing these duties can be considered essential, if and insofar they themselves are already pledged to secrecy or have accepted this obligation. The provisions of the previous sentence apply with due observance of the legal provisions relating to professional secrecy.
3. Without prejudice to the legal provisions that apply to the employer, the employer is obliged to keep all information on its staff confidential, unless the employee has given permission to act otherwise. This rule can be derogated from in the case of requirements of grant providers that are in line with the applicable rules for the protection of privacy. If the latter is the case, the employee will be informed accordingly.
4. The obligation to maintain confidentiality is without prejudice to the compliance with academic freedom referred to in Section 1.6 of the Higher Education and Academic Research Act (WHW).

### Article 1.17 Liability and compensation

1. An employee who, in the performance of his duties, causes damage to the institution or to a third party to whom the institution is obliged to pay compensation for that damage shall not be held liable for this, unless the damage was caused deliberately or was a result of conscious recklessness.
2. The employer is obliged to furnish and maintain the classrooms, equipment and materials used for work, as well as take such measures and provide such instructions as are reasonably necessary, in such

a way that the employee does not suffer any nuisance when performing his work.

3. The employer is liable vis-à-vis the employee for any damage the employee may suffer during the performance of his work unless the employer demonstrates that it has met the obligations referred to in paragraph 2 or that the damage was primarily the result of intent or deliberate carelessness on the part of the employee.
4. The employer may establish more detailed rules with regard to the provisions in this article.

#### **Article 1.18 Work clothing, distinguishing marks**

The employer can make it obligatory for the employee to wear the prescribed work clothing and distinguishing marks. In consultation with the competent employee participation body, the employer may lay down rules.

#### **Article 1.19 Employees' obligations pursuant to third-party agreements**

If rules have been set up pertaining to agreements between the university and third parties, an employee who participates in the implementation of such an agreement is obliged to behave in accordance with both the rules and the substance of the agreement in question.

### **Section 3 Intellectual property rights**

#### **Article 1.20 General**

1. The employee is obliged to comply with provisions reasonably laid down by the employer with regard to patent rights, database rights, plant breeder's rights, design rights, trademark rights and copyright, with due observance of the legal provisions.
2. The employer may impose more detailed rules with regard to the provisions referred to in Articles 1.21 and 1.22.

#### **Article 1.21 Obligation to report**

1. An employee who, during or otherwise coinciding with the performance of his duties, creates a possibly patentable invention or, by means of plant selection work, isolates a new variety for which plant breeder's rights may be obtained, is obliged to report this in writing to the employer and must submit sufficient data to enable the employer to assess the nature of the invention or variety.
2. The obligation referred to in paragraph 1 arises the moment the employee is reasonably able to conclude that there is a question of such an invention or such a variety. In any event, the employee shall be considered to have been able to reach such a conclusion the moment the invention is completed or the variety has been isolated.
3. The provisions in this article apply by analogy as far as possible if the employee creates work that is protected by copyright, if and insofar the employer has not determined otherwise.

#### **Article 1.22 Transfer and retention of rights**

1. Without prejudice to the provisions in Section 12 of the State Patents Act, Bulletin of Acts & Decrees 1995, 51, Section 31 of the Seeds and Planting Materials Act, Bulletin of Acts & Decrees 1966, 455

and Section 7 of the Copyright Act, Bulletin of Acts & Decrees 1912, 308, the employee, if and insofar he is entitled to other than moral rights to the invention, the variety or the work, for which the obligation to report in Article 1.21 exists, shall transfer these rights to the employer in whole or in part if so requested, in order to enable it to make use of them in the context of fulfilling its statutory duties within a term to be established later.

2. As soon as the term referred to in paragraph 1 has expired without the employer actually having made use of the rights that were transferred to it, the employee is entitled to reclaim them. If the employee subsequently decides in favour of exploitation, the second sentence of paragraph 3 applies by analogy.
3. Except in cases contrary to the substantial interests of the university, the employee is entitled not to comply with the request as referred to in paragraph 1. In that case, the employer may decide that the costs it has invested are at the employee's expense, including salary, the costs of the facilities made available to the employee, insofar as they are directly related to the creation of the rights the employee now wishes to keep for himself, plus the interest accrued. The term 'substantial interests of the university' shall be interpreted to include interests arising from agreements entered into with third parties by or on behalf of the employer.

#### **Article 1.23 Reimbursements**

1. In the event the employer makes use of the rights transferred to it, the employee is entitled to fair reimbursement. Article 1.4 paragraph 5 is not applicable.
2. When determining this compensation, consideration shall be given to the financial interests of the employer in the assigned rights and to the circumstances under which the result was achieved.
3. When rights are transferred, the employee is eligible for reimbursement of the costs borne by him personally which costs are demonstrably linked directly to the invention, the isolation of the variety or the creation of the work.

## Chapter 2

### The employment contract

#### Article 2.1 Content of employment contract

1. When the employment contract is entered into or amended, the employer ensures that the employee receives two written copies of the employment contract, to be signed by both parties, prior to commencement of employment or the amendment, if at all possible.
2. This written copy of the employment contract contains at least the following details:
  - a. the name, location and address of the employer;
  - b. the name, initials, address and date of birth of the employee;
  - c. the location or locations where the work shall be performed;
  - d. the commencement date of employment;
  - e. whether the employment contract is permanent or temporary, and in the latter case an indication as to the term of the employment contract, as well as the possibility of interim resignation or termination;
  - f. any probationary period within the meaning of Article 2.2, paragraph 2;
  - g. the job profile, job level and actual job and the organisational unit to which the employee shall be assigned at the start of the employment contract;
  - h. whether the employee shall be working all working hours, or what part thereof;
  - i. whether the employee shall be obliged to work on-call and/or standby shifts, or to work at irregular and flexible hours;
  - j. the salary, with an indication as to the salary grade in question, the salary number, and any bonuses;
  - k. the applicability of a pension scheme as referred to in Article 7.1;
  - l. the provision that this collective labour agreement (cao) forms an integral part of the employment contract;
  - m. any matters the employer and employee explicitly wish to regulate.

#### Article 2.2 The employment contract

1. The employment contract shall be entered into for either a specified or an unspecified period. In principle, the employment contract shall be concluded for an unspecified period of time, unless a temporary employment contract is considered to be necessary.
2. On inception of the employment contract concluded for a period of more than six months, a probation period of no more than two months can be agreed upon, during which period both the employer and the employee are entitled to cancel the employment with immediate effect without observing the provisions pertaining to giving notice.
3.
  - a. Entering into an employment contract following an interval of no more than six months after the end of a non-recurring temporary employment contract within the meaning of Article 2.2a will result in the establishment of a permanent employment contract, unless it concerns a one-off extension of three months.
  - b. An employment contract entered into following an interval of no more than six months after the end of a prior temporary employment contract shall be considered an extension of the previous employment contract when determining the maximum period and the (maximum) number of extensions referred to in Article 2.3.
4. Whenever this chapter refers to a maximum term of a temporary employment contract, it refers

to the term of the employment contract from the beginning, including the term of any successive employment contracts.

5. When terminating temporary employment contracts other than by resignation of the employee, by the employee having reached the state pension age or during the probationary period within the meaning of Article 2.2, paragraph 2, the employer undertakes to endeavour a transfer and to improve the employee's position in the labour market within the meaning of Section 72a of the Unemployment Insurance Act. Within that framework, the employer shall in any case examine the possibilities for retraining, additional training and courses, with due regard of a cost benefit analysis. The employer's choice from among these measures shall depend on the term of the employment contract and the age of the employee concerned. On the basis of these indicators, the employer shall determine whether and to what extent these measures should be continued following termination of the temporary employment contract.
6. The provisions in paragraph 2 apply to the special universities, in deviation from Section 7:652, paragraphs 4a and 5 of the Dutch Civil Code.
7. Paragraphs 1 and 4 of this article do not apply to employees who have reached the state pension age.

#### **Article 2.2a Non-recurring temporary employment contract**

1. With due observance of the provisions in Article 2.2, first paragraph, the employer can, in deviation from the maximum total term of the employment referred to in Article 2.3, conclude a non-recurring temporary employment contract with an employee.
2. The duration of the employment will be determined on inception. This can be a predetermined period or a period that is not defined exactly in advance but depends on an objectively definable circumstance.
3. The employment contract as referred to in paragraph 1 can be terminated early if this has been agreed in writing.
4. This non-recurring temporary employment contract can, in accordance with the provisions of Section 7:668a, paragraph 3, of the Dutch Civil Code, be extended once by a maximum of three months.

#### **Article 2.3 Term of the employment contract and the number of extensions**

1. A temporary employment contract can be offered to academic staff (WP). The key principle for academic staff positions is that employees will be offered the prospect of a permanent employment contract after a maximum of two years of temporary employment.  
For the following academic staff positions, however, a temporary employment contract may be entered into for, or extended up to, a maximum period of four years:
  - a. Positions for which the work to be undertaken receives temporary external funding, or where there is co-funding. In these situations, longer duration temporary employment contracts are necessary in order to be able to deliver a sound scientific product/result in accordance with the agreements made with the external funding body. A temporary employment contract is necessary because, on completion of the project, the funding ceases to exist;
  - b. Researcher 3 and 4 positions (the so-called postdoc positions). The nature of these positions justifies the use of temporary employment contracts;
  - c. Teaching positions, if developments in education and/or changes to student numbers (that are

intrinsic to the university's operational management) require it, and cannot be addressed within the existing capacity of academic staff with permanent employment contracts;

- d. Positions that are aimed at obtaining a qualification required for eligibility for a long-term career in research and education, for example University Teaching Qualification (Basis Kwalificatie Onderwijs, or BKO) or Senior University Teaching Qualification (Senior Kwalificatie Onderwijs, SKO) tracks.
2. A temporary employment contract can be offered to support and management staff (OBP). The key principle for support and management staff positions is that employees will be offered the prospect of a permanent employment contract after a maximum period of two years in temporary employment. In the following situations, however, a temporary employment contract for support and management staff positions may be entered into, or extended up to, a maximum period of three or four years:
  - a. If the work to be undertaken is not structural in nature, but is necessary for operational management (for example support as part of a temporary project, and has not been completed with the period initially set, a temporary employment contract can be extended up to a maximum period of three years;
  - b. In the case of positions for which the work to be undertaken temporarily receives external funding, or where there is co-funding, a temporary employment contract may be extended up to a maximum period of four years. In these situations, longer-term temporary employment contracts are necessary in order to be able to deliver a sound scientific product/result in accordance with the agreements made with external funding body. A temporary employment contract is necessary because, on completion of the project, the funding ceases to exist.
3. a. A doctoral candidate shall be offered a temporary employment contract for the expected duration of the doctoral candidate's promotion process. On commencement of employment, the term of the employment contract shall be set to a fixed term. The duration of employment of a doctoral candidate shall in principle be four years based on a full working week. In the case of part-time employment or in the event of conversion to part-time employment in the interim, the employment contract shall be extended proportionally.  
b. On commencement of the doctoral candidate's promotion process, the doctoral candidate can, in deviation from sub a, be offered an employment contract with a term of 18 months at most. Article 3.10, paragraph 3 applies in this regard.  
A maximum term of 12 months applies to employment contracts started before 1 January 2008.
4. The term of the employment contract shall be determined on commencement of employment. This can be either a fixed period or a period that has not been determined in advance, but which depends on a circumstance to be objectively assessed.
5. On the employee's request, the employer may decide to extend the employment contract, provided it does not exceed the maximum term referred to in paragraphs 1 and 2, by:
  - a. the amount of maternity leave taken;
  - b. the duration of illness if the illness lasted for a consecutive period of at least 8 weeks;
  - c. the amount of parental leave taken;
  - d. the term of performing a management position acknowledged by the Board of Governors. This at least includes membership of an employee participation body within the university and managerial activities at one of the employees' organisations involved in the collective labour agreement (cao)

- negotiations, or one of its affiliated associations.
6. In addition to the previous paragraph, the following applies:
    - a. at the employee's request an employment contract with a doctoral candidate is extended with the amount of maternity leave taken and with parental leave taken with effect from 1 July 2018 insofar as this leave was taken during the duration of the doctoral candidate's promotion process;
    - b. an employment contract with a doctoral candidate can be extended with the term of performing a management position acknowledged by the Board of Governors. This at least includes membership of an employee participation body within the university and managerial activities at one of the employees' organisations involved in the collective labour agreement (cao) negotiations, or one of its affiliated associations;
    - c. as from 1 July 2018, a doctoral candidate may be afforded the opportunity to take part in a work placement of no more than six months during the duration of their employment. In such cases, the employment contract can be temporarily suspended and resumed again following the end of the work placement. In addition, the doctoral candidate may opt for a part-time work placement, provided that the work pressure does not exceed six times the working hours per month. In the case of a part-time work placement, the employment contract of the employee concerned will temporarily be proportionately modified in terms of working hours. After the end of the full-time or part-time work placement, the employment contract will be resumed or extended, respectively, in proportion to the duration and work pressure of the work placement.
  7. The temporary employment contract may be followed by another temporary employment contract no more than twice, on the understanding that the total term of the successive employment contracts may not exceed the terms referred to in paragraphs 1 and 2.
  8. No restrictions with regard to the term and number of successive employment contracts apply to an employment contract entered into with a doctoral candidate or a student-assistant as referred to in Article 10.1, paragraph 2.
  9. When determining the maximum term and the number of successive employment contracts, the years of service and the number of successive employment contracts apply, with the exception of:
    - a. the time during which work is carried out within the framework of a training programme;
    - b. the time prior to an interruption lasting more than six months;
    - c. for the special universities: the time spent within the framework of an employment contract under which no salary is paid;
  10. The time during which work is performed as part of a training programme shall in any case include the time spent as:
    - a. student assistant within the meaning of Article 10.1, paragraph 2;
    - b. doctoral candidate;
    - c. no longer applicable
    - d. trainee design engineer (TOIO);
    - e. trainee in any profession or in connection with further academic or practical education or training, including the Royal Netherlands Academy of Sciences (KNAW) and EU fellows.
  11. When determining the total term and total number of successive employment contracts in this collective labour agreement (cao), employment contracts between the employee and different employers, which in light of the work performed should reasonably be considered to be each other's

- successor, shall not be taken into consideration.
12. a. On-call workers within the meaning of this paragraph are taken to mean those who, at variable times to be determined by the employer, perform incidental work falling within the general task of the unit concerned.
  - b. On-call workers whose work is of an incidental nature and to whom no fixed number of hours applies are not entitled to continued payment of wages.

This shall apply only to:

    - ward attendants;
    - positions in the hotel and catering industry;
    - invigilators;
    - pollsters;
    - language, sports and music teachers;
    - correctors;
    - help desk staff and information officers;
    - personal drivers;
    - cloakroom attendants;
    - students (not student assistants) who exclusively perform administrative and organisational activities.
13. In respect of the special universities, under Section 7:668a, paragraphs 5, 6 and 9 of the Dutch Civil Code, the provisions pertaining to the number of successive employment contracts and the provisions pertaining to successive employership are departed from.
14. Paragraphs 1, 2 and 7 of this article do not apply to employees who have reached the state pension age. By way of derogation from the paragraphs of this article referred to in the previous sentence, from the time when an employee has reached the state retirement age, a temporary employment contract can be entered into with them six times within a 48-month period. To determine the maximum duration and/or the number of successive employment contracts, only the employment contracts that have been entered into subsequent to the employee reaching the state pension age will be taken into account.

#### **Article 2.4 Conversion**

1. If, with the apparent approval of the employer, the employee continues to perform his assigned tasks after the maximum approved term of the temporary employment contract as referred to in Article 2.3 has been exceeded, the temporary employment contract shall be considered to have been converted to a permanent employment contract from that moment on.
2. A temporary employment contract shall be considered to have been converted into a permanent employment contract if the number of successive employment contracts exceeds the number permitted by virtue of Article 2.3.
3. The first and second paragraphs of this article shall not apply to employment contracts concluded before 1 July 2015. The provisions of Article 2.3 of the collective labour agreement as they read on the date when the employment contract was concluded shall continue to apply to those employment contracts.
4. The first and second paragraphs of this article shall also apply to temporary employment contracts

that have been entered into with an employee subsequent to their having reached the state pension age, with due regard however for the provisions of Article 2.3, paragraph 14, of this collective labour agreement.

## Chapter 3 Remuneration

## **Section 1      General**

### **Article 3.1      Payment of salary**

1. The employer pays the salary, bonuses and the compensation as referred to in Articles 3.13 to 3.16, 3.18 and Sections 3 and 4 of Chapter 3 on a monthly basis, no later than the last working day of that month.
2. If the salary, a bonus as referred to in Articles 3.13 to 3.16, 3.18, 3.25, 3.27, or an amount as referred to in Article 3.12, must be calculated on a portion of a calendar month, the amount shall be determined proportionally.
3. The employee shall not receive any remuneration for the period that he culpably and in conflict with his obligations, fails to perform his duties.
4. Following the death of an employee, his remuneration shall be paid out up to and including the last day of the month in which he died.
5. On-call workers, as referred to in Article 2.3, paragraph 12, whose work is of an incidental nature and to whom no fixed number of hours applies, are not entitled to continued payment of wages if they do not undertake any work.

### **Article 3.2      Salary grades and salary review**

1. The employee receives a monthly salary, determined in accordance with the provisions in this Chapter and the salary tables in Appendix A.
2. An overview of the structural salary increases is included in Appendix A.

### **Article 3.3      Individual salary increases**

1. If in the opinion of the employer the employee performs his duties satisfactorily, his salary shall be increased to the next amount in the salary grade.
2. If in the opinion of the employer the employee performs his duties very well or extremely well, his salary may be increased to a higher amount listed in the salary grade.
3. If in the opinion of the employer the employee does not perform his duties satisfactorily, no salary increase shall be given.
4. The salary increases referred to in the paragraphs 1 and 2 above shall be granted:
  - a. if the employee is 21 or older and has not yet reached the maximum salary in the salary grade applicable to him, initially one year after commencement of employment and then every year. Until 1 July 2017, the age threshold from which this applies is 22.
  - b. if the employee is younger than 21, as from the first day of the month of his birthday. Until 1 July 2017, the age threshold from which this applies is 22

### **Article 3.4      End-of-year bonus**

1. The employee is entitled to a structural end-of-year bonus expressed as a percentage of his annual salary (with respect to which a guaranteed minimum applies) in accordance with the provisions of Appendix A. In the case of part time employment or employment for part of the year, the minimum is adjusted pro rata.

2. The employer pays the end-of-year bonus in December; in the event of dismissal this is paid together with the final salary.

### **Article 3.5      Pay classification and career development**

1. The employer determines the employee's job profile, job level and the salary grade with due observance of the rules of the university job classification system, "University Job Classification" (UFO), as stated in Appendix J, and the rules pertaining to career development as referred to in Article 6.5. The Job Classification Objections Scheme applies to the classification.
2. Upon the inception of the employment of an occupationally disabled employee with a disability on which agreements have been reached between the parties to the collective labour agreement with a view to the entry into force of the Participation Act (Bulletin of Acts and Decrees 2014, 271), the employee shall be granted the salary specified in the sequence of salaries applicable to him stated in table 4.3 (100%) or 4.4, respectively, in Appendix A. In deviation from Article 3.3, first paragraph, the salary will be increased to the next amount in the salary scale if, in the employer's judgement, the labour productivity has increased substantially.
3. The first and second paragraphs of this article shall not apply to an employee filling a position that is subsidised on the basis of a promotion of employment by the government, nor to a trainee or student with whom an employment contract was entered into within the framework of day-time training or similar training. In the cases listed above, specific regulations for the remuneration of these categories apply.

### **Article 3.6      Salary grade change for employees at public universities**

1. Without prior dismissal of an employee at a public university, an employee cannot be placed in a salary grade with a lower maximum salary than that of the salary grade in which the employee was placed previously.
2. The first paragraph does not apply:
  - a. in case of a disciplinary measure as referred to in Article 6.12 other than dismissal;
  - b. in case of an employee being placed in another position if, based on the Employed Person's Insurance Administration Agency's (UWV) claim assessment with respect to occupational disability, the wage loss is less than 35%;
  - c. following the end of a temporary assignment in a position to which a higher salary grade applies.

### **Article 3.7      Deputising**

If an employee temporarily fills another position as a substitute, the salary scale that applied to him previously shall remain effective, with due observance of the provisions in Article 3.15.

### **Article 3.8      Starting grades**

1. If an employee is employed in a new position and is not yet able to fully perform the duties of this position, he can be placed in a starting grade.
2. As soon as an evaluation during the grading period proves that the employee performs his duties properly, he is placed in the salary grade corresponding to the position.
3. The starting grade referred to in paragraphs 1 and 2 is the first lower salary grade, except for salary

grade 10, for which salary grade 8 is the starting grade.

4. The maximum duration of placement in a starting grade is two years.
5. If the employee still does not perform his duties properly six months prior to expiry of the maximum period referred to in paragraph 4, the employer shall consult with the employee about a different career perspective, either within the institution or elsewhere.

### **Article 3.9 Departures from the rules in special cases**

In special cases - for tax-related reasons - the employer, following consultation with local employees' organisations, may lay down a regulation that either supplements or deviates from Articles 3.1, 3.3 and 3.5 to 3.8.

### **Article 3.10 Doctoral candidate salary**

1. The doctoral candidate is subject to salary grades P0, P1, P2 and P3.
2. On inception of the employment contract, the doctoral candidate is placed in salary grade P0 for a period of 12 months.
3. At the end of the period of 12 months referred to in paragraph 2, the doctoral candidate will be placed in salary grade P1, also if the first employment contract of the doctoral candidate runs longer than 12 months. In derogation of Article 3.3, paragraph 3, the salary increase is not linked to the performance assessment. The salary increase does not, therefore, constitute an opinion about the doctoral candidate's performance in the first year of employment.
4. Each subsequent salary increase shall take place only after an annual assessment.
5. If the doctoral candidate still has not had his annual assessment 15 months after the last periodic salary increase and when this cannot be attributed to the person involved, the next salary increase shall take effect automatically while upholding the original incremental date.
6. The final salary of the doctoral candidate is set to salary grade P3, which is equal to salary scale 10, grade 2.
7. No longer applicable
8. No longer applicable
9. Starting grades as referred to in Article 3.8 do not apply to the grade placement of a doctoral candidate.

### **Article 3.11 Taxability**

If and as soon as any prevailing (tax-free) compensation, bonus or allowance becomes taxable in whole or in part as a result of changes in tax legislation, the (taxable) portion in question shall be interpreted as a gross payment, unless determined otherwise by general regulations applicable to the university..

### **Article 3.12 Holiday allowance**

1. The employee is entitled to a holiday allowance amounting to 8% of his total remuneration.
2. For employees who are 21 or older, the holiday allowance shall be at least a monthly amount (as included in Appendix A, tables 4.2 and 4.5) to be determined by the parties concerned, on the understanding that this amount shall be reduced proportionally in case of part-time work. The

minimum holiday allowance will be adjusted according to the salary increase agreed between the parties.

3. For employees younger than 21, the holiday allowance shall be at least the amount referred to in paragraph 2, reduced by 10% for every year or portion of a year by which the employee is younger than 21. The maximum reduction in this connection shall be 40%, on the understanding that the amount the employee is entitled to shall be reduced proportionally in the event of part-time work.
4. If an employee receives only a portion of his total remuneration on the grounds of Article 7.2, he shall be considered to be receiving his total remuneration for the purposes of the application of paragraph 1, on the understanding that the employee shall be considered to be receiving no remuneration, as far as the application of paragraph 1 is concerned, if the actual remuneration received has been reduced to the amount of that portion of the pension contribution that can be claimed from the employee.
5. The employer shall pay out the holiday allowance once a year over the period of twelve months starting with the month of June in the preceding calendar year.
6. In case of dismissal of the employee, payment shall be made over the period between the end of the last period for which holiday allowance was paid out and the date of dismissal.

### **Article 3.13 Performance bonus**

1. If, in the opinion of the employer, an employee performs his duties very well or excellently, he may be granted a bonus for the period of one year.
2. In special circumstances, the employer may decide to grant the bonus for a longer period.

### **Article 3.14 Labour market-related bonus**

1. The employer may grant the employee a bonus for mobility, recruitment or retention reasons.
2. This bonus shall be granted for a period that is agreed upon in advance. After the period referred to above has lapsed, the employer may again grant a bonus in a similar manner.

### **Article 3.15 Bonus for temporary substitution**

1. An employee who, by order of the employer, temporarily fills a position as a substitute in whole or in part, which would lead to a salary grade with a higher maximum salary on application of Article 3.5 paragraph 1, may be granted a bonus by the employer for the duration of that substitution.
2. Unless there are special circumstances, the bonus shall be granted only if the substitution has lasted for at least 30 calendar days. The bonus shall be calculated from the first day of the substitution. In the event of total substitution, the amount of the bonus shall be equal to the difference between the present salary of the employee and the salary that he would receive if he had been placed in the salary grade with the higher maximum salary as from the day that the substitution started. In the event of partial substitution, the employer shall grant the bonus in proportion to the extent of the substitution.



#### **Article 3.16 Bonuses for other reasons**

In special cases, the employer may grant an employee or a group of employees a bonus on grounds other than those indicated in Articles 3.13 to 3.15.

#### **Article 3.17 Withdrawal of a bonus**

The employer may withdraw a bonus granted on the basis of Articles 3.13, 3.14 or 3.16 if the reason for having granted the bonus no longer exists.

#### **Article 3.18 Minimum wage allowance**

1. If the salary is less than the monthly minimum wage that applies to employees of the same age as the employee in question on the grounds of Sections 7, 8 and 14 of the Minimum Wage and Minimum Holiday Allowance Act, the employer shall pay the difference in the form of an allowance.
2. For employees who work part-time, the minimum wage that applies to employees of the same age shall be considered to be fixed at a proportional share of the minimum wage for full-time work.

### **Section 2 Bonuses and compensation**

#### **Article 3.19 Long service**

1. The employee is entitled to a long-service bonus.
2. In consultation with local employees' organisations, the employer shall lay down further rules with regard to the granting of bonuses by virtue of paragraph 1.
3. The (further) rules as referred to in paragraph 2 are subject to Article 10.9.

#### **Article 3.20 Job performance bonus**

1. The employer can grant a bonus due to circumstances or facts which in its opinion give rise to that, for instance job performances which significantly exceed that which may be expected of the employee by virtue of the hours of work and job specification in comparison to the efforts of similar employees.
2. In consultation with local employees' organisations, the employer shall lay down further rules with regard to the granting of bonuses by virtue of paragraph 1.

#### **Article 3.21 Work-related expenses**

1. In consultation with local employees' organisations, the employer lays down regulations with regard to the full or partial compensation of:
  - a. travel, removal and accommodation expenses in connection with the employment or transfer of the employee;
  - b. travel and accommodation expenses during business trips.
2. The (further) rules as referred to in paragraph 1 are subject to Article 10.9.

#### **Article 3.22 Expenses related to development**

In consultation with local employees' organisations, the employer may lay down regulations with regard to the full or partial compensation of:

- a. expenses in connection with obtaining a doctorate;
- b. expenses incurred in order to maintain the competence of the employee, including:
  - the costs of attending congresses;
  - the costs of domestic and foreign study tours;
  - the costs of the acquisition of professional literature.

#### **Article 3.23 Professional expenses**

1. The employee is entitled to a provision or reimbursement for expenses made in connection with work, if prior permission has been obtained from the employer.
2. Article 1.4 paragraph 5 does not apply.

#### **Artikel 3.24 Indexation**

In consultation with local employees' organisations, the employer may come to an arrangement with regard to the indexation of compensation agreed upon with local employees' organisations.

### **Section 3 Allowances for unusual working hours**

#### **Article 3.25 Allowance for work at unsociable hours**

1. The employer shall grant an allowance to the employee who is a member of the supporting and administrative staff to whom a salary scale of lower than scale 11 applies and who carries out work other than assigned overtime work within the times specified in the second paragraph.
2. With due observance of the provisions stated in paragraph 4 of this article, the additional compensation per hour worked shall amount to the following percentages of the employee's hourly wage:
  - a. 40% for hours worked on Mondays to Fridays between 00.00 to 07.00 hrs and between 20.00 and 24.00 hrs, and for hours worked on Saturdays;
  - b. 75% for hours worked on Sundays and public holidays.
  - c. No longer applicable
3.
  - a. The above percentages shall be calculated on the basis of the maximum hourly wage stipulated in scale 7, number 10.
  - b. In case the employee makes use of the individual choices model, the salary referred to in the second paragraph and under a will be calculated per hour over the salary without deduction of any sources set in the individual choices model in money.
4. The employer can, in consultation with the employee, decide not to grant the allowance referred to in paragraph 1 of this article provided the employee started work at a public university after 1 April 1997 or a special university after 1 January 2006, and provided the working hours both are fixed and take place during the business hours stipulated in Article 4.3.
5. In derogation from paragraph 1, the employer may, in consultation with the local employees' organisations, agree to a further arrangement for an allowance for work performed outside normal working hours by academic staff with a patient care task.

### **Article 3.26 Decreasing allowance for work at unsociable hours**

1. The employer shall grant a decreasing allowance to an employee if an employee's compensation, as referred to in Article 3.25, has been permanently reduced by the employer through no fault of his own as a result of an allowance's termination or reduction and if such an allowance has been in place without any significant interruption, as referred to in paragraph 6 of this article, for at least two years.
2. An employee shall be entitled to a decreasing allowance for a period of not more than one-fourth the number of months during which an allowance was in place, to a maximum of 36 months. The decreasing allowance shall be paid out in three periods of not more than 12 months and amount to 75%, 50% and 25% of the allowance, respectively.
3. The employer shall grant a permanent allowance to an employee aged 55 or older if the employee's compensation as referred to in Article 3.25 has been permanently reduced through no fault of his own as a result of an allowance's termination or reduction by the employer and if such an allowance has been in place for a minimum of 15 years without any significant interruption as referred to in paragraph 6 of this article.
4. If the employer grants an employee a new allowance, as referred to in Article 3.25, while a decreasing allowance is still in effect, the amount of the new allowance shall be subtracted from the decreasing allowance.
5. No longer applicable
6. A significant interruption is understood to mean absence from the job other than sick leave for a period of longer than two months.
7. The employer can, in accordance with his own rules, grant an allowance to a particular group of employees aged 55 and older who have suffered a permanent reduction in pay because of the loss of an allowance under the meaning of Article 3.25.

### **Article 3.27 On-call and standby shifts**

1. The employer shall grant an allowance to an employee who is a member of the supporting and management staff and to whom a salary scale of lower than scale 11 applies, and who must, in accordance with the employer's written instruction, remain on-call on a regular or fairly regular basis to perform work as required outside the working hours applicable to him/her under the working hours regulation referred to in Article 4.2.
2.
  - a. The allowance shall be 10% of the applicable hourly wage for every full hour the employee remains on-call, subject to the maximum permitted for pay scale 3.
  - b. In case the employee makes use of the individual choices model, the salary referred to under
    - a. will be calculated per hour over the salary including any monetary sources chosen individually in the individual choices model.
3. The allowance calculated on the basis of paragraph 2 of this article shall be increased by 25% of the salary per hour for a standby shift.
4. If the work to be performed is urgent the provisions in Article 3.28 shall apply, with due observance of the following:
  - a. in the event of work on an on-call shift, the overtime shall start the moment the employee leaves his home outside the grounds of the university and end as soon as he has returned home, it shall

- 
- b. be rounded up to the nearest half hour and a minimum of 2 hours' overtime shall be compensated; every period of overtime that an employee on standby is called upon to work shall be rounded up to the nearest half hour.

### **Article 3.28 Overtime**

1. The employer shall grant an allowance to an employee who is a member of the supporting and management staff and to whom a salary scale of lower than scale 11 applies, and who works overtime at the employer's instruction.
2. Overtime is understood to mean: work performed outside the working hours applying to the employee, insofar as this means that the employee exceeds the number of working hours applying to him/her per period of work, with the period of work being one week.
3. The compensation for overtime shall consist of leave equal to the duration of the overtime. In addition, the employer shall grant additional leave based on the provisions of paragraph four. If the work does not allow the granting of leave and/or additional leave in time, financial compensation shall be awarded instead.
4. Such additional leave or financial compensation shall consist of a percentage of the duration of overtime based on the employee's hourly wage, being:
  - a. 25% for overtime worked between 7am and 6pm from Mondays to Fridays;
  - b. 50% for overtime worked between 6pm and 7am the following morning from Mondays to Fridays and overtime worked between midnight and 4pm on Saturdays;
  - c. 100% for overtime worked after 4pm on Saturdays and any overtime worked on Sundays and public holidays. In case the employee makes use of the individual choices model, the salary referred to under a will be calculated per hour over the salary without deduction of any sources set in the individual choices model in money.
5. No compensation shall be granted for overtime of less than 30 minutes performed immediately after the close of the regular working day.
6. No overtime compensation shall be granted to groups of employees specified by the employer in consultation with local employees' organisations.
7. Upon request, an employee shall be exempted from working overtime if, in the opinion of the employer, there are special circumstances preventing him/her from performing additional work.

### **Article 3.29 No longer applicable**

The text of this article has been moved to Appendix B, Article B.13.

## Chapter 4

### Working hours, holidays and leave

#### Section 1 Working hours

##### Article 4.1 Full-time working hours

The full-time working hours amount to 38 hours per week.

##### Article 4.2 Working hours regulation

1. The employee is obliged to observe the working hours regulation and the working and rest hours established for him by the employer.
2. Subject to the provisions of the following paragraph, the working hours, working hours on Sundays and work on the night-shift, as well as the rest periods and breaks, shall be governed by the standard regulation within the meaning of the Working Hours Act.
3. In deviation from paragraph 2, the employer may reach a collective labour agreement within the sense of Section 1.3 of the Working Hours Act in consultation with local employees' organisations.
4. The employees' working hours shall be regulated in such a way that the employee works no more than 5 successive days a week if possible.
5. No work shall be performed on Saturdays, Sundays and the public holidays referred to in Article 4.9.
6. The provisions of paragraphs 4 and 5 may be deviated from if the interests of the institution render this unavoidable.
7. In the regulation of his working hours, the employee's Sunday rest shall be limited as little as possible and he shall be given maximum opportunity to visit the church of his choice on Sundays and the church holidays applicable to him.
8. To the employee who, by virtue of his religious convictions, observes the weekly day of rest on a day other than Sunday, paragraph 7 applies by analogy, provided that the employee has submitted a relevant written request to the employer.

##### Article 4.3 Determination of business hours and deviating working hours

1. The 38-hour working week is implemented within a business hour period of 78 hours.
2. Business hours are taken to mean the hours on Monday to Friday between 7:00 a.m. and 9:00 p.m. or between 8:00 a.m. and 10:00 p.m. and the hours on Saturday between 7:00 a.m. and 3:00 p.m. or between 8:00 a.m. and 4:00 p.m.
3. If, in the opinion of the employer, business operations demand it, the employee is obliged to work overtime, irregular hours or work an on-call and standby shift or perform deferred work.

##### Article 4.4 Scope of individual working hours

The employer shall determine whether a position is to be filled as a full-time or a part-time position.

##### Article 4.4a Function based contracts

1. During the term of the current collective labour agreement for Dutch Universities (cao-NU), a function based contract may, with the mutual assent of the employer and the employee, be concluded with a member of the academic staff or of the support and management staff in or above scale 11 in addition to the employment contract. If the function based contract is concluded at the inception of the employment, the employee can decide within a period of three months to reject the function

based contract with retroactive effect, without having to state any reasons.

2. A function based contract lays down results oriented agreements established in relation to the scope of employment as defined by the employer. The function based contract forms part of the annual interview cycle between the employee and his or her superior. The employee bears his own responsibility for implementing holidays and working and resting hours in practice, provided the provisions on the maximum number of working hours per week in the Working Hours Act are complied with.
3. The collective labour agreement (cao) applies to employees with a function based contract, with the exception of:
  - a. the provisions relating to length of working time and working hours in Articles 4.1 to 4.3 and 4.6 to 4.9 inclusive;
  - b. the provisions relating to leave in Articles 4.13a to 4.19a inclusive;
  - c. the provisions relating to the individual choices model in Articles 5.1, paragraph 1, 5.4, paragraph 1 under a, 5.5 and 5.6. In the other provisions of the individual choices model, "mutually agreed extra work" should be read instead of "holiday hours".The total number of holiday hours per calendar year shall be deemed to have been taken up on 31 December of the calendar year or at the end of employment in the course of the calendar year.
4. In case of unforeseen circumstances, including long term illness and pregnancy, the employer and employee shall consult about the continuation or otherwise of the function based contract. In case of the function based contract being continued, the work to be performed will if necessary be reviewed.
5. The following shall in any case be documented for the function based contract (for instance in the annual consultation report):
  - a. the work to be performed by the employee in relation to the scope of the employment;
  - b. the availability and presence of the employee;
  - c. the possibility of sabbatical leave in accordance with Article 4.16a.
5. No longer applicable

**Article 4.5**            **No longer applicable**

## **Section 2**            **Holidays**

### **Article 4.6**            **Determination of holidays for special universities**

With regard to special universities, the employee's holidays are determined with due observance of the provisions in this section, in deviation from Section 7:638 of the Dutch Civil Code.

### **Article 4.7**            **Accrual and taking of holidays**

1. In case of full-time employment, the number of holiday hours per calendar year shall be: 232 hours.
2. At his request, the employee shall be given a holiday each calendar year with retention of his full salary and with due observance of the provisions in this Article. The holiday shall be granted unless it is demonstrably in conflict with the interests of the institution.
3. No longer applicable

4. With due observance of the provisions of this article, the employer may, in consultation with the local employees' organisations, adopt additional rules pertaining to payment of allowances during the holiday, as referred to in Articles 3.25 and 3.27, and to the accrual of holiday during periods of unpaid leave and suspension. These (further) rules are subject to Article 10.9.
5. An employee's request to take leave for a religious holiday in accordance with his religious convictions shall be granted up to a maximum of 5 days a year, unless business interests do not allow for it.
6. Following concurrence and consultation with local employees' organisations, the employer can appoint no more than 7 days per year as collective days off, on which day the employee must take time off for the number of hours he would have normally worked.
7. Following agreement from local employees' organisations, a maximum of 56 holiday hours may be converted into extra working hours, to be paid out in accordance with Article 5.7 paragraph 2, if the job concerned is not shared, or if it is a job in a small working unit.
8.
  - a. The employee takes the holiday in the year during which entitlement is built up. The employer shall enable the employee to do so, with due observance of the second sentence of paragraph 2.
  - b. If the employee does not use his entire holiday entitlement in that particular year, he shall, in order to prevent problems in the organisation's business operations and to avoid excessive accumulation of holidays, make arrangements with the employer on how to take the holiday entitlement by:
    - applying the long-term saving option referred to in Article 5.5;
    - applying the flexible working hours scheme, as referred to in Article 5.6, in the following year, subject to a reduction of the average number of working hours per week, until the extra holiday entitlement is taken;
    - another arrangement that will reduce the remaining entitlement.
  - c. If the employee has not made any arrangements on taking holiday entitlement (referred to under a or b) with the employer on 1 July of the calendar year of accrual, the employer can determine a holiday period of no more than four times the employee's weekly working hours.
  - d. Without prejudice to the provisions under c, the employee may transfer any accrued holiday hours left over in a calendar year to the next calendar year. In that case, the employee is obliged to take all of the transferred holiday hours before the end of that next calendar year, unless the employee has reached a written agreement with the employer regarding the taking of the holiday entitlement within a period not exceeding five years after the calendar year in which the holiday entitlement arose. The employer will respond in a timely fashion to a proposal for a written agreement.
  - e. If the employee does not submit a request to take the holiday hours transferred to a next calendar year in good time and also fails to reach a written agreement regarding the taking of the holiday hours at a later time, the employer is entitled, following consultations with the employee, to determine periods during which the employee will take these holiday hours within 12 months after the final day of the calendar year in which the holiday hours were accrued.
  - f. Holiday hours become void 12 months after the final day of the calendar year in which they were accrued, unless the employee has reached a written agreement with the employer pursuant to the provisions under d.

- g. The outcome of the agreements under b, c, d and e shall be approved by the employer in writing.
- 9. No longer applicable
- 10. In consultation with local employees' organisations, the employer may decide to continue the policy of the employee or groups of employees having their additional leave as a result of a reduction in working hours paid out annually prior to 1 September 2003. The number of days paid out in money shall be deducted from the holiday hours entitlement referred to in paragraph 1.
- 11. a. The employee who does not or does not fully perform the stipulated work owing to unfitness as the result of illness, is entitled to the number of holiday hours referred to in paragraph 1 as long as the employee is entitled to full or partial continued payment of wages. The employer, with the assistance of the occupational physician, will ensure that the ill employee takes holiday entitlement in accordance with the provisions of this article. The holiday hours will be deducted with due observance of the employee's agreed working time per day. This obligation is only void if the ill employee is not in a condition to take the holiday hours, the assessment of which condition is subject to the advice of the occupational physician.
- b. In the event of long-term illness and without prejudice to the provisions under a, the arrangement between the employer and the employee, made prior to the first day of illness or disability, about the details of the flexible working hours scheme shall remain in force, even if the term of the agreement is exceeded in the period of long-term illness or occupational disability. Settlement of the holiday hours under the agreement with the holiday balance shall be limited to six months after the first day of illness.

**Article 4.8 No longer applicable**

The text of this article has been moved to Article B.16 of Appendix B.

**Article 4.8a Age-related hours transitional provision**

On 1 January 2013, the age-related accrual of additional holiday hours for employees of special and public universities will no longer apply. For employees employed by a university on 31 December 2012, the transitional arrangement in Article B.16 applies until 1 January 2018.

**Section 3a Leave other than holidays**

**Article 4.9 Leave on public holidays**

- 1. The following are observed as public holidays: New Year's Day, Good Friday, Easter Sunday, Easter Monday, 5 May, Ascension Day, Whit Sunday, Whit Monday, Christmas Day and Boxing Day, the national holiday on which the king or queen's birthday is celebrated in the Netherlands and other days determined in consultation with local employees' organisations.
- 2. In principle, no work is performed on the above public holidays. However, this can be overruled if the interests of the institution render this unavoidable.
- 3. If the institution is closed on a designated public holiday or anniversary, be it religious, nationally, regionally or locally recognised or established in consultation with local employees' organisations, the employee shall be granted leave unless the interests of the institution require otherwise.

- 4. Leave on a public holiday referred to in the first paragraph is granted while retaining one's remuneration.

**Article 4.10 Leave during illness**

- 1. An employee, who is fully or partially prevented from working as a result of illness, shall by law enjoy full or partial leave in accordance with the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU).
- 2. The employee who is on full or partial leave as a result of illness shall be entitled to continued payment of wages in accordance with the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU).
- 3. Paragraphs 1 and 2 of this article and the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU) do not apply to employees who have reached the state pension age. These employees are entitled to full continued payment of wages during a period of 13 weeks if they are on full or partial leave as a result of illness. After 13 weeks, they are no longer eligible for continued payment. The period of 13 weeks is to be reduced to 6 weeks on a date yet to be determined by law. From this point onwards, a period of 6 weeks will apply.

**Article 4.11 Pre- and post-natal maternity leave, adoption leave, foster care leave, calamities and short-term non-attendance leave, short-term and long term care leave and parental leave**

- 1. Pre- and post-natal maternity leave, adoption leave, foster care leave, calamities and short-term nonattendance leave, short and long-term care leave and parental leave are subject to:
  - a. the provisions of the Work and Care Act, insofar as this collective labour agreement (cao) does not deviate from that;
  - b. the provisions in this Section;
  - c. further regulations which can be laid down by the employer in consultation with local employees' organisations (incl. trade unions) by virtue of Article 4.17.
- 2. The (further) rules as referred to in paragraph 1 under c are subject to Article 10.9.

**Article 4.12 Pre- and post-natal maternity leave**

- 1. A female employee who enjoys pre- and post-natal maternity leave by virtue of the Work and Care Act is entitled to full remuneration during this leave.
- 2. An employee who is entitled to the leave referred to in paragraph 1 is obliged to cooperate in the application for benefits under the Work and Care Act at the Employed Person's Insurance Administration Agency (UWV). This benefit shall be deducted from the amount the employee is entitled to by virtue of paragraph 1.
- 3. In accordance with the Work and Care Act, the total term of the pre- and post-natal maternity leave is at least 16 weeks, at least 10 weeks of which are reserved for post-natal maternity leave. The provisions in the Work and Care Act regarding the actual term and the moment on which it is taken apply.
- 4. The additional provisions in the Work and Care Act apply by analogy.

#### **Article 4.13 Adoption and foster care leave**

1. An employee is entitled to four weeks of leave in the event of adoption or when a foster child is admitted for permanent care and education, which leave can be taken during the period stipulated in the Work and Care Act.
2. No salary is received during this leave, unless the employer has laid down further rules as a supplement to the benefits under the Work and Care Act. The Work and Care Act entitles the employee to benefits.

### **Section 3b Parental leave on continued payment of wages**

#### **Article 4.13a Parental leave on continued payment of wages**

The provisions of this Section concern the entitlement to parental leave on (partial) pay. The provisions in the Work and Care Act apply to the entitlement to unpaid parental leave, for which purpose the total entitlement to parental leave must never exceed that provided for in the Work and Care Act.

#### **Article 4.13b Parental relationship**

1. An employee who has a parental relationship with a child is entitled to parental leave on partial pay. If a parental relationship with more than one child takes effect from the same date, the employee is entitled to parental leave on partial pay for each child.
2. An employee who is registered in the municipal personal record as living at the same address as a child, and who has cared for and educated that child as his own on a long-term basis, is entitled to parental leave on partial pay. If the employee has taken responsibility for caring for and educating more than one child, with a view to adopting, and this took effect from the same date, he is entitled to parental leave on partial pay for each child. In all other cases where a parental relationship with more than one child takes effect from the same date, the employee is entitled to only one period of leave.

#### **Article 4.13c Scope, term and details of the leave**

1. The maximum number of hours of leave to which the employee is entitled is 13 times the weekly working hours.
2. The leave shall be taken weekly during a consecutive period not exceeding six months.
3. The maximum number of hours of leave per week is 50% of weekly working hours.
4. Notwithstanding the provisions in paragraphs 2 and 3, the employee can request the employer to:
  - a. grant leave for a period exceeding six months;
  - b. divide the leave into a maximum of three periods of at least one month each;
  - c. allow the leave taken per week to exceed one-half the weekly working hours.
5. The employer can postpone or, in exceptional cases, refuse the leave requested by the employee referred to in paragraph 4 if there are compelling business or departmental reasons for doing so.

#### **Article 4.13d Entitlement to leave**

1. An employee who has been employed for at least one year is entitled to leave. An expansion of the

number of working hours within one year before participation in this scheme will not be taken into account for the purposes of applying article 4.13c.

2. The entitlement to leave lapses on the child's eighth birthday.
3. An employee who works outside the Netherlands is entitled to leave unless compelling business or departmental reasons dictate otherwise.
4. An employee who has already taken parental leave to care for a child while working for another employer is not entitled to parental leave on partial pay to care for the same child.

#### **Article 4.13e Application for leave**

1. The employee shall inform the employer in writing of the intention to take leave at least two months prior to the starting date of the leave, stating:
  - a. the period of the leave;
  - b. the number of weekly leave hours;
  - c. the distribution of leave hours throughout the week.
2. The starting and ending dates of the leave can be made contingent on the date of birth, the date of maternity leave or the start of the care.
3. The employer can change the distribution of leave hours throughout the week on the grounds of compelling business or departmental reasons up to four weeks prior to the starting date of the leave and after discussing this with the employee.
4. In the event the leave is divided into periods on the grounds of Article 4.31c, paragraph 4 under b, the first three paragraphs of this Article shall apply to each period.

#### **Article 4.13f Financial and other consequences**

1. The employee shall retain 62.5% of his total remuneration over the hours of leave.
2. There shall be no accumulation of holiday hours over the hours of the parental leave.
3. Any commuting allowance shall be adjusted proportional to the actual working days.
4. During illness or disability, this not including pre- and post-natal maternity leave, the parental leave shall not be suspended and the pay for the hours of leave shall continue to be 62.5 % of the total remuneration.
5. In the event the employee hands in his notice within six months of the end of the parental leave on partial pay or during this leave, or his employment is terminated due to circumstances attributable to him, he shall be obligated to repay the partial remuneration he received.
6. Pension premium payments shall continue in full during the parental leave, subject to the regular apportionment of the pension contribution costs between employer and employee.

#### **Article 4.13g Cancellation**

1. The employer can refuse a request made by the employee not to take or not to continue the leave on the grounds of unforeseen circumstances if there are compelling business or departmental reasons for doing so.
2. The employer is not required to follow up on the request until four weeks prior to the starting date of the leave. In the case where the leave is not taken or continued once it has begun, the entitlement to the remaining portion shall lapse.
3. In the event the leave is divided on the grounds of Article 4.13c, paragraph 4 under b, the first three paragraphs of the Article shall apply to each leave period.

#### **Article 4.13h Hardship clause**

In the cases not provided for by Articles 4.13a to 4.13g, inclusive, or in which these articles have an apparently unreasonable effect, the employer can come to a special arrangement with the employee.

#### **Article 4.13i No longer applicable**

### **Section 3c Other leave, including sabbatical leave**

#### **Article 4.14 Short-term care leave**

1. In case of serious illness of the partner, parents, children (including step children/parents, daughters and sons/mothers and fathers-in-law, foster children/parents) or other persons referred to in Section 5.1, paragraph 2 of the Work and Care Act, for whom nursing and/or care at home is necessary, an employee taking responsibility for such care and/or nursing shall be entitled to extraordinary leave, with or without retention of remuneration.
2. During each period of 12 successive months and for no more than twice the working hours per week, the employee, under analogous application of the Work and Care Act, remains entitled to 70% of his salary, but at least the statutory minimum wage applicable to him, and no more than 70% of the maximum day wage as referred to in Section 17(1) of the Social Insurance (Funding) Act.
3. Any leave exceeding the period referred to in paragraph 2 shall be granted, unless business interests do not allow for this.

#### **Article 4.15 Calamities and other short-term non-attendance leave**

1. An employee who by virtue of the Work and Care Act is entitled to calamities and other short-term non-attendance leave, including leave to comply with legal obligations or paternity leave, is entitled to retention of his remuneration during this leave with due observance of paragraph 3.
2. A calamity is taken to mean a sudden event with regard to which the employee must take measures without delay and this requires an immediate interruption of work.
3. The right to continued payment of wages in the event of calamities applies to no more than two days per calendar year.

#### **Article 4.16a The sabbatical**

1. At the request of the employee, the employer may grant him long-term leave to enjoy a sabbatical.
2. A sabbatical is taken to mean a prolonged leave period during which the employee devotes either general or specific attention to his own employability.
3. When a sabbatical is granted, the employer and employee shall at least make arrangements pertaining to the details of the leave and the way in which it shall be taken, the term of the leave, whether or not remuneration payments shall be continued, payment of the pension contribution and the employee using accumulated holiday hours, referred to in Article 5.5, for part of the leave period.
4. When the employee uses accumulated leave for his sabbatical, the employer shall grant him a bonus if the employer feels it also concerns a business interest.

#### **Article 4.16b and 4.16c No longer applicable**

Text moved to Appendix B, Articles B.18 and B.19.

#### **Article 4.17 Local regulations regarding extraordinary leave, including trade union leave**

1. In addition to the provisions in this Section, the employer can, with the permission from local employees' organisations, lay down further regulations pertaining to leave for certain activities in respect of certain special personal circumstances or in addition to the provisions of the Work and Care Act.  
These further rules could relate to, among other things, the term and scope of the leave, the (partial) continuation of remuneration payments, the conditions for leave and the payment of pension contributions.
2. The (further) rules as referred to in paragraph 1 are subject to Article 10.9.

#### **Article 4.18 Other extraordinary leave**

In addition to the provisions in this paragraph or in addition to other local regulations, the employer can, at the employee's request, grant the latter extraordinary leave in the event of special circumstances. The employer decides whether this leave shall be granted with or without retention of full or partial remuneration and can impose certain conditions.

#### **Article 4.19 Consequences of not resuming work**

An employee who fails to resume work following the leave granted to him shall be considered to have handed in his resignation with immediate effect, unless the employer feels the employee makes a plausible case within a reasonable time for the existence of valid reasons for not having resumed work. In the latter case, the leave shall be considered to have been extended up to the moment that these valid reasons no longer exist.

#### **Article 4.19a to 4.23, inclusive. No longer applicable**

Text moved to Appendix B, Articles B.20 and B.21.



## Chapter 5

### Individual choices model

#### Article 5.1 Preconditions

1. To enable employees to make a responsible decision, the institutions shall properly inform the employees of the possible choices regarding the exchange of employment terms and the individual consequences of a choice in a tax-related sense, for social security or for pension rights.
2. The employee himself is responsible for the consequences of his choice.
3. Article 1.4, paragraph 5 does not apply to the application of the individual choices model.
4. If the individual choices model is applied, the number of leave hours for the employee should not be less than four times the employee's weekly working hours.

#### Article 5.2 Definitions

1. The term 'sources' refers to the employment terms the employee may offer in exchange for other employment terms, the targets.
2. The financial year is the calendar year to which the employee's choice of sources or targets applies.

#### Article 5.3 Sources

1. The employee may choose from the following sources in time and money:
  - a. holiday hours, with a maximum of 76 holiday hours per financial year;
  - b. salary, the holiday allowance, year end bonuses and fixed allowances.
2. Further arrangements with regard to the introduction of additional sources may be made in consultation with local employees' organisations.
3. The maximum referred to in paragraph 1 (a) does not apply if the holiday hours are used for the target referred to in Article 5.4, paragraph 1 (f).

#### Article 5.4 Targets

1. The employee may choose from the following targets in time and money:
  - a. extra holiday hours;
  - b. no longer applicable;
  - c. targets agreed in accordance with the local consultative body;
  - d. additional income, with a maximum amount equal to 38 holiday hours per financial year;
  - e. additional build up of ABP ExtraPension, in accordance with the ABP pension scheme;
  - f. flexible working hours, as referred to in Article 5.6, if the requirements are met.
2. If the target referred to in paragraph 1 under a is understood to mean accumulating leave over several years as referred to in Article 5.5, prolongation of parental leave or leave to follow a course or training, these targets may be built up over a period of more than one year or, if the leave referred to is taken before it is built up, they may be redeemed.
3. Further arrangements with regard to the introduction of additional targets may be made in consultation with local employees' organisations.

#### Article 5.5 Long-term saving model

1. For a period of at least 3 and no more than 5 years, 72 extra holiday hours can be accumulated each year in addition to the holiday hours referred to in Article 5.3 paragraph 1 under a, for the purpose of an additional, continuous leave period or, from 1 January 2018, as a way of temporarily reducing the



number of weekly working hours. The duration of this continuous long-term leave shall at least equal the holiday hours accumulated during the chosen period. Article 5.7 paragraph 3 applies by analogy.

2. a. If the leave is taken for the purpose of a sabbatical, the employer shall grant a bonus in time and/or money.
- b. Sabbatical leave is taken to mean a period of prolonged leave during which the employee devotes either general or specific attention to his own employability.
- c. If, in the employer's opinion, the leave days are to be taken for the purpose of a sabbatical and this is (also) in the interest of the institution, the employer and employee shall in advance reach agreement on an individual basis about:
  1. when and how the leave is to be taken;
  2. the duration;
  3. the amount of the bonus to be granted;
  4. any additional conditions.
3. If the leave is taken as a way of temporarily reducing the number of weekly working hours, the employer and employee will reach agreement on an individual basis about when and how the leave is to be taken. Article 5.9, paragraph 4 applies by analogy.
4. Unless otherwise agreed, the leave accumulated in the long-term saving model shall be taken no later than one year after the end of the period during which they were accumulated. Leave not taken shall lapse after five years following the last day of the calendar year in which entitlement under the saving model was introduced.
5. In case of termination of the employment contract, the accumulated leave must be taken immediately prior to the end of employment. If and insofar as this is impossible, it shall be paid out. This payment shall be subject to the conditions referred to in Article 5.7, paragraph 2.

#### **Article 5.6 Flexible working hours**

1. An employee is entitled to flexible working hours, unless business interests do not allow for this.
2. Flexible working hours means that the employee comes to an arrangement with his manager about weekly working hours that deviate from the customary 38 hours a week in accordance with Article 4.1. The difference is 2 hours a week, for which the employee either relinquishes 96 holiday hours on an annual basis if he works less than the standard number of hours, or receives extra holiday hours if he works more than the standard number of hours. When using the flexible working hours scheme, the maximum number of working hours is 40. Any consequences of the variations and consequences for holiday entitlement are included in Appendix G.
3. Part of the arrangement between the employer and the employee on implementation of the flexible working hours scheme may involve agreeing on periods during which the employee shall work more or fewer hours a week to accommodate for periods of more or less work.
4. Following agreement from local employees' organisations, the employer may choose different arrangements for the flexible working hours referred to in paragraph 2.
5. The arrangement between the individual employee and employer about how to apply the flexible working hours scheme is made for a period of one year. If unforeseen circumstances make it imperative to change the arrangement, the employer and employee shall consult on this.
6. If application of the flexible working hours scheme results in extra holiday hours, these shall be

considered to be equal to the holiday referred to in Article 4.7. The above is without prejudice to Article 4.7, paragraph 8.

#### **Article 5.7 The value of sources and targets**

1. The value of sources and targets in time is expressed in the norm of holiday hours.
2. In the case of a full-time job, if an exchange is made with a source or target expressed in monetary terms then the parties will set the value of a holiday hour at 0.704% of the salary per month. This percentage includes the holiday allowance and the structural end-of-year bonus.
3. For targets enjoyed in a subsequent financial year, the value of a holiday hour shall remain one holiday hour.

#### **Article 5.8 The choice**

1. The employer shall lay down further rules with regard to the moment and the way in which staff can make its choice known prior to the financial year in question.
2. The employee's choice can relate only to one financial year, unless the model explicitly gives options for several financial years.

#### **Article 5.9 The decision**

1. The employer shall inform the employee of the decision on the submitted request in writing.
2. In cases where time is converted into time or money into money, the employer shall accept the employee's request.
3. With regard to a request to convert time into money or money into time, the employer may reject this request stating the reasons, after discussing it with the employee first.
4. Reasons for rejecting the request are in any event present if accepting the request would result in serious problems:
  - a. for business operations when re allocating freed-up hours;
  - b. in the field of safety;
  - c. of a roster-technical nature;
  - d. due to insufficient work;
  - e. due to insufficient funds.

#### **Article 5.10 Final stipulation**

When the employment contract is terminated in the course of a financial year, the arrangements apply in proportion to the contribution made during the full financial year. If necessary, employment benefits not yet enjoyed or unjustifiably enjoyed shall be settled.

## Chapter 6

### Staff policy

#### Section 1 The employment contract and staff policy instruments

##### Article 6.1 Application procedure

When recruiting and selecting, the employer acts in accordance with the code of the Dutch Association for Staff Policies.

##### Article 6.2 Medical examination

1. In the cases as referred to in Section 4 of the Pre-employment Medical Examinations Act (Bulletin of Acts & Decrees 1997, 365), an employment contract can only be entered into or amended after the interested party has been declared fit to fill the position based on the results of a pre-employment medical examination.
2. A pre employment medical examination shall only be carried out if specific functional requirements have been defined for the relevant position, which can be translated into medical terms. The nature, content and scope of a pre employment medical examination shall be limited to the purpose for which it is being performed.
3. The results of the medical examination as referred to in paragraph 1, shall be forwarded to the interested party within 14 days of the examination.
4. Within 14 days of receipt of the report as referred to in paragraph 3, the interested party, who has been refused employment on medical grounds, may submit to the employer, supported by reasons, a re-examination request.
5. The re-examination shall take place within 4 weeks of receipt of the relevant request.
6. The employer shall set up more detailed rules for the procedure and for payment of the costs connected with the pre employment medical examination. These (further) rules are subject to Article 10.9.

##### Article 6.3 Attention to disadvantaged groups

1. Within the recruitment and selection policy, the employer shall pursue an incentive policy aimed at women, the occupationally disabled, foreigners and other employee groups in a disadvantaged or otherwise vulnerable position.
2. An action plan aimed at implementing this policy shall be drawn up in consultation with local employees' organisations.
3. The employer annually reports on the policy pursued afterwards.

##### Article 6.4 Appointment criteria

The employer can establish appointment criteria for the different job profiles of academic staff. The person involved must meet these criteria in order to be eligible for an employment contract.

##### Article 6.5 Career development

1. The social policy of the institutions shall be aimed at promoting development opportunities and career prospects. The continued employability of staff requires attention in this respect. Mobility, both within and outside one's own institution, is a vital aspect here.
2. The employer shall establish a career policy.

3. Every employee with a temporary employment contract for a period of two years or longer, shall be given the opportunity to obtain career advice from a professional organisation. The employer shall bear the costs for this consultation. This possibility shall be offered within a certain time-scale so that the outcome can be used in an individual guidance programme aimed at increasing the employee's chances on the internal or external labour market.
4. Every employee with a permanent employment contract is entitled to career advice at least once every five years, to be completed with, if possible, consultation with an expert in the field of career development.

#### **Article 6.5a Tenure track**

1. Tenure track is understood to mean the formally established procedure towards permanent employment for academic staff.
2. The following shall be stipulated in all procedures for a tenure track:
  - a. how the process referred to in the first paragraph can lead to employment for an indefinite period of time in an academic position;
  - b. the duration of the process;
  - c. the assessment procedure and assessment criteria;
  - d. the consequences of a positive or negative assessment.
3. The period referred to in the second paragraph under b can be extended, pursuant to Article 2.2a, paragraph 4, by a maximum of three months in the case of pre- and post-natal maternity leave or a long term period of illness or occupational disability.
4. The decision concerning conversion into permanent employment shall be taken well before the end of the period referred to in the second paragraph under b.
5. If this process does not lead to permanent employment, Article 2.2, paragraph 5 shall apply.
6. The employer may establish further regulations in consultation with local employees' organisations.

#### **Article 6.6 Annual consultation**

1. With due observance of any further rules to be laid down by the employer and taking into consideration the performance in the previous period, the employee will meet with his or her line manager at least once a year with regard to the way in which the employee is expected to perform or pursue his or her career during a future set period to be agreed upon, as well as the conditions under which this shall take place. This annual meeting will focus on the following, inter alia:
  - a. the well-being of the employee (including physical and mental health aspects);
  - b. the employee's employability, including knowledge and skills in relation to future requirements, the employee's prospective career development, personal development and any additional education needs as well as the timescale in which this can be achieved; and
  - c. the employee's degree of motivation.
2. These meetings shall take place in an open atmosphere with an equal contribution from both parties; the agreements to be made shall be laid down in writing and evaluated.
3. Multi-year career development objectives and agreements are laid down in a personal development plan. These agreements and objectives will be laid down and evaluated in writing.

#### **Article 6.7 Assessment**

1. A periodic assessment shall be carried out with regard to the way in which the employee has performed his duties and his behaviour during the performance of his duties.
2. The employer shall lay down assessment rules.
3. The employee is obliged to sign the assessment as read.

#### **Article 6.8 Doctoral candidate training and guidance plan**

1. The employer shall see to it, following consultation with the doctoral candidate and in accordance with a customised plan for training and guidance set up for the doctoral assistant by the appointed mentor or supervisor, that this plan is forwarded to the doctoral assistant within 3 months of inception of the employment contract.
2. Towards the end of the first year the training and guidance plan is worked out in further detail for the remaining term of the employment contract and may be adjusted annually thereafter, if so required.
3. The training and guidance plan shall in any case establish:
  - a. what knowledge and skills must be acquired and how this should be done;
  - b. who shall act as mentor for the doctoral candidate, i.e. under whose supervision the doctoral candidate shall work and who shall be the promoter. If the mentor is not the promoter, it is also stipulated that the doctoral candidate shall discuss the doctoral research with the promoter at the beginning of the research project and at moments which are decisive for the progress of the research, at least once a year;
  - c. the extent, in minimum hours per month, of personal guidance from the appointed mentor to which the doctoral candidate is entitled.

#### **Article 6.9 Training and development**

1. Keeping a close eye on the employee's knowledge and experience is of vital importance, also to preserve, and if possible strengthen, the employee's opportunities on the labour market, both within and outside the university sector as well as to ensure the employee's knowledge and skills meet the requirements of the employer. Maintaining this knowledge and experience at the desired level and further developing it is a joint responsibility and obligation of the employer and the employee. Each year the employee will be granted at least two development days for working on his or her long-term employability. Development days may be saved for future use provided this has been agreed in writing between the employer and employee before the end of the year. If no agreement is made as referred to in the previous sentence, development days that remain used at the end of the calendar year will lapse. Development days are not holiday days and cannot be sold. Development days that remain unused at the end of the term of employment will lapse. The actual use made of the development days may be recorded in a portfolio of the employee.
2. The employer may instruct the employee to attend compulsory study or training courses, if so required to function properly in a current or future position. The employer shall provide the employee with the necessary facilities in this respect.
3. The employee is entitled to training and may therefore request the employer to provide the facilities

needed to attend a study or training course.

4. If the request as referred to in paragraph 3 above pertains to a study or training course which is required to enable the employee to develop properly in his position, the employer shall provide the facilities.
5. The employer shall provide the employee with the necessary facilities, even when there is little relation between the study or training course and the current or future position, if this contributes to the employee's career development.
6. The employer shall lay down further rules concerning repayment of the costs of a study or training course and can decide on further rules regarding the provision of facilities as referred to in paragraph 5.
7. The (further) rules as referred to in paragraph 6 are subject to Article 10.9.

#### **Article 6.9a Mobility and long-term employability of support and management employees**

As from 1 September 2018, the provision that a support or management position will be held for the duration of a predetermined period of no more than four to six years will be stipulated for each employee with a support or management position with a permanent employment contract. During this period, the employee will carry out activities focusing on professional development and/or a career step. It can be decided in mutual consultation that the employee will remain in the same position or at the same job level after this period. The development initiatives focus on the employee's current position and/or on another position within or outside the university:

1. Each employee will, in principle, take part in a number of appropriate development initiatives each year. The professional direction in which the employee will develop; the proposed pathway to achieve this, the timeline and the resources required to achieve this goal will be determined in mutual consultation between the employee and the line manager. These can focus on (a combination of) the employee's own field, another domain within the university or a position outside of the employee's university.
2. The employer will facilitate the development process regarding matters such as determining the direction of the development and its execution. This will entail sketching out a future scenario for the employee's own department and/or institution, providing support in setting up and implementing the development activities, making available a suitable development programme as well as sufficient financial resources appropriate to this, among other things. The development days, as referred to in article 6.9, may be used for this.
3. Employees' commitment to ongoing individual development is not optional, but rather should become a normal component of their professional performance and form part of the assessment criteria. The development initiatives are an integral part of the annual consultation, are revised each year and regularly discussed.
4. Employees who are to hold a different position within the university will retain their salary (grade). In the event that the employee should advance to a more senior position, they will be compensated with the salary grade corresponding to that position.
5. It is part of the line manager's duties to discuss development initiatives with their employee.

#### **Article 6.9b More career prospects and job security for junior lecturers**

For the purposes of this article, a junior lecturer is defined as an employee with the UFO (University Job Classification System) job profile Lecturer at job level 4 or 3 who is also offered a non-recurring temporary employment contract of 4 years or more.

1. In accordance with the provisions of the CAO, junior lecturers will be offered a longer non-recurring employment contract, for example, of four to six years, during which time is provided for development (activities) and if applicable obtaining the University Teaching Qualification (BKO). A training and guidance plan will be drawn up together with the junior lecturer.
2. The employer can offer a combined junior lecturer and researcher or doctoral candidate position within a non-recurring temporary employment contract of, in principle, six years. During this period, the employee will be expected to obtain the BKO and successfully complete their PhD.
3. The two qualifications referred to in paragraph two should be obtained as much as possible within the employment of the university. Further agreements will be made in this regard between the line manager and the employee.

## **Section 2 Disciplinary measures and suspension in public universities**

#### **Article 6.10 General**

If an employer imposes a disciplinary measure on an employee of a public university, the provisions of this Section shall apply.

#### **Article 6.11 No longer applicable**

#### **Article 6.12 Disciplinary measures**

1. The employer can impose a disciplinary measure on an employee who neglects his duties; this measure shall be in proportion to the neglect of duty.
2. Neglect of duty comprises the breach of any regulation and acting or failure to act in accordance with how a proper employee should act under similar circumstances.
3. The employer can lay down further rules with regard to the imposition of disciplinary measures.

#### **Article 6.13 Freedom of speech**

1. A disciplinary measure due to breach of Section 125a, paragraph 1 of the Civil Servants Act (limiting the constitutional rights of civil servants), may only be imposed after relevant advice has been obtained from a committee set up by the employer.
2. Rules with regard to the composition and procedures of this committee shall be laid down by the employer.
3. When announcing the decision to impose a disciplinary measure, the employer shall indicate whether or not this is in accordance with the advice obtained.

#### **Article 6.14 Suspension**

1. An employee is legally suspended if on the basis of legal proceedings or the Law on special admission

- to psychiatric hospitals he has been deprived of his liberty;
2. An employee is not legally suspended if the deprivation of liberty is the result of a measure taken in the interest of public health.

#### **Article 6.15 Suspension continued**

1. Without prejudice to the rules surrounding the imposition of a disciplinary measure as referred to in Article 6.12, the employer may suspend an employee from active duty:
  - a. if prosecution for a criminal offence has been instituted against him;
  - b. if the employer has notified the employee that they intend to unconditionally dismiss him as part of a disciplinary measure, or if such a disciplinary measure has already been imposed;
  - c. if, in the opinion of the employer, this is required in the interest of the institution.
2. The decree, by means of which the employee is suspended from active duty, shall indicate the commencement date and the circumstances that gave rise to the suspension.

#### **Article 6.16 Disciplinary measures and suspension**

1. One-third of the total remuneration may be withheld during suspension. After six weeks, the amount withheld may be increased up to the total remuneration. No remuneration shall be withheld if the employee has been suspended from active duty because:
  - a. this, in the opinion of the employer, is required in the interests of the institution;
  - b. the employee has been admitted to a psychiatric institution or an equivalent institution;
  - c. the employee has been taken into police custody or arrested as envisaged by Article 57 of the Code of Criminal Procedure, provided that this is not followed by imprisonment.
2. The remuneration that has been withheld may be paid out to the employee later, in whole or in part, if the suspension is not followed by an unconditional dismissal as a disciplinary measure or dismissal on the grounds of an irrevocable sentence of imprisonment as a result of a crime. The income that the employee could potentially have earned from work he was able to perform since suspension, shall be deducted from the remuneration to be paid out, unless this, in the opinion of the employer, would be unreasonable or unfair.
3. That part of the employee's remuneration that is not withheld may be paid out to others.
4. If the employee is suspended while being ill, remuneration is understood to mean the term as defined in accordance with the Sickness and Disability Scheme of the Dutch Universities (ZANU).

### **Section 3 Vitality pact scheme**

#### **Article 6.17 Structure of the scheme**

1. Under the provisions of this article, employees with a full-time employment contract are entitled to shorten their working week to a working week of four days or three days, up to five years before they have reached entitlement to their personal old-age pension/retirement age.
2. Notwithstanding the provisions in paragraph 5 of this article, employees with an employment contract for less than the full-time amount of working hours may take part in this scheme proportionally. Article 1.4, paragraph 5 of the CAO-NU shall apply to this scheme.

3. Employees will be able to shorten their working week by 0.2 FTE (four-day variant). The conditions for this option are as follows:
  - a. Such employees will be granted 0.2 FTE in extraordinary leave with continued payment of part of their salary;
  - b. Such employees will have a working week of four days consisting of eight hours, for which they will receive 85% of their gross salary;
  - c. The employees shall waive their right to all non-statutory leave and shall be able to claim four times the remaining amount of working hours per week, plus 1.6 holiday hours per week because the new working week comprises 4 working days of 8 hours. As such, their claim to leave amounts to 199 holiday hours. This amount is reduced by the collective office closing days, established under article 4.7, paragraph 6, that coincide with the duty roster for this leave balance.
4. Employees will be able to shorten their working week by 0.4 FTE (three-day variant). The conditions for this option are as follows:
  - a. Such employees will be granted 0.4 FTE in extraordinary leave with continued payment of part of their salary;
  - b. Such employees will have a working week of three days consisting of eight hours, for which they will receive 70% of their gross salary;
  - c. The employees shall waive their right to all non-statutory leave and shall be able to claim four times the remaining amount of working hours per week, plus 1.2 holiday hours per week because the new working week comprises 3 working days of 8 hours. As such, their claim to leave amounts to 149 holiday hours. This amount is reduced by the collective office closing days, established under article 4.7, paragraph 6, that coincide with the duty roster for this leave balance.
5. In the case of participation in the 4-day variant with 0.2 FTE leave as referred to in the third paragraph, it is possible, after participation of one year, to switch to the 3-day variant with 0.4 FTE leave as referred to in the fourth paragraph. A switch in the opposite direction is not possible. In order to prevent the scheme from qualifying as an early retirement scheme (Regeling voor Vervroegde Uittreding, RVU) for tax purposes, a minimum number of working hours of 50% of the employment is required to remain at the age of 58 and 50% of the number of working hours of the employment in the calendar preceding participation. Employees will not be able to participate in the scheme if their actual working week is shorter than 16 hours (number of working hours of 15.2 hours). Appendix F of the CAO-NU provides a schematic overview of a potential new working week, as well as the corresponding accrual of holiday hours, taking account of these requirements.
6. The basis for accrual of pension entitlements and social insurance will be maintained at 100%. The employee shall pay the full pension contribution for employees. All salary-related allowances and payments as referred to in section three of the cao, with the exception of article 3.19 of the cao, will however be based on 85% of the salary under the 4-day variant and 70% under the 3-day variant.
7. Unless otherwise agreed, only the additional income from work or business already existing before the time of the participation and approved by the employer are permitted.

#### **Article 6.18 Allocation of duties during the working week**

1. Agreements will be made between the employer and the employee in a timely fashion regarding a proportional reduction of duties and transfer of duties, which will be recorded in a duty roster in

writing in consultation with the line manager. These agreements shall be reaffirmed annually. The purpose of these agreements is to ensure that the participating employee's efforts are focused on the agreed tasks.

2. As soon as the scheme results in the employee being available for less than three days a week, the employer can, in the interest of filling the position and in consultation with the employee, record the compensation in time off on an annual basis instead of a weekly basis.

#### **Article 6.19 Terms of participation**

1. Employees will be able to participate in this scheme between 1 January 2019 and 1 July 2020. Actual participation in the scheme must have been initiated no later than 30 June 2020 and shall continue until the end of the employment, and no later than until entitlement to old-age pension has been reached.
2. Participation is open to employees who have been employed by the employer for at least ten years prior to participation. An expansion of the number of working hours within one year before participation in this scheme will not be taken into account for the purposes of applying article 6.17
3. The application for participation must be submitted to the employer in writing no later than three months before the desired starting date. The employer will respond to this request within four weeks after receiving the application.
4. Participation in the scheme will only be possible once the long-term accumulated leave, as referred to in article 5.5 of the CAO, has been taken in full and any accumulated leave has been reduced to the maximum amount of annual holiday hours to which the employee is entitled each year under their original employment contract.
5. The employer may refuse participation in the event of substantial business interests or a disproportionate increase of the work pressure of the employee and/or that of their colleagues. The employer may defer participation until no later than the start of the subsequent academic year in the event of serious operating difficulties in relation to reallocation of the vacant hours.
6. Employees with a partial occupational disability may take part in the scheme insofar as that is possible within their reintegration obligations. In the event that a participant should become fully incapacitated for work, participation can be terminated prematurely on the employee's request. In the event that a participant should become fully incapacitated for work on a long-term basis, participation in the scheme will end after nine months of occupational disability and the employee will revert to the number of working hours that applied immediately before participation in this scheme.
7. Employees who participate in the Senior Staff Scheme referred to in Articles B20 and B21 of the CAO shall be excluded from participation. In the local consultative body, parties can agree that any employee who participates in the locally agreed upon senior staff scheme is excluded from participation.

#### **Article 6.20 Evaluation and hardship clause**

1. The parties to the collective agreement will be evaluating the scheme in the interim, prior to the end date of this cao, as to its budget neutrality, its impact on recruitment and advancement and with regard to the work pressure. A final evaluation will take place before 1 July 2020.

2. If participation in, or the application of, this scheme leads to consequences to be deemed unfair and/or unreasonable for the employee, the employer shall modify the regulations on the employee's request.

## Chapter 7

### Pensions, social security and social services

#### Article 7.1 Pension

1. The provisions of the pension scheme rules and regulations of the General Pension Fund for Public Employees (ABP) apply to the pension entitlement of those employees who are defined as public sector employees in the ABP Privatisation Act.
2. For employees other than those as referred to in paragraph 1, no pension scheme is offered by the employer, unless agreed otherwise.
3. If, in the ten years leading up to the retirement age, an employee enters into a new employment contract at a lower salary, the employer and the employee may agree to base the pension build-up on the salary preceding the acceptance of the new employment contract on the grounds of Article 3.5 of the ABP pension scheme rules and regulations. This paragraph does not apply if the lower salary is the result of a lower part-time factor.
4. Paragraph 3 also applies when entering into a new employment contract with another university or institution that is subject to this collective labour agreement (cao).

#### Article 7.2 Illness and occupational disability

1. Staff and former staff, as referred to in Article 7.1 paragraph 1, who are wholly or partly prevented from carrying out work due to illness or occupational disability are subject to the following:
  - a. the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU);
  - b. the provisions of the pension scheme rules and regulations of the General Pension Fund for Public Employees (ABP).
2. (Former) employees other than those referred to in paragraph 1, are subject to the statutory employee insurance schemes.
3. Articles 2 to 19, 41 to 47, 51c and 51d of ZANU equally apply to the (former) employee as referred to in paragraph 2, except in the event of conflict with the statutory employee insurance schemes.
4. This article does not apply to employees who have reached the state pension age.
5. With effect from 1 January 2016, employees who are entitled to wage-related WGA benefits for which the duration granted is shorter than the duration of benefits based on the WIA Act as it was worded on 31 December 2015 and as a result receive lower WGA benefits and ABP (General Pension Fund for Public Employees) disability pension are entitled to WGA remedy benefits on the basis of the Sickness and Disability Scheme of Dutch Universities ZANU.
6. The duration of the WGA remedy benefits is equal to the difference between the duration of the wage-related WGA benefits based on the WIA Act as it was worded on 31 December 2015 and the duration of the wage-related WGA benefits granted.

#### Article 7.3 Unemployment benefit

1. In the event of full or partial unemployment, the (former) employee as referred to in Article 7.1 paragraph 1, may claim benefit in accordance with the Unemployment Act (WW), provided that he fulfils the requirements of the WW, as well as an ex gratia payment in accordance with the Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum (BWNU), provided that he fulfils the BWNU requirements.
2. In deviation from paragraph 1, the (former) employee as referred to in Article 7.1 paragraph 1, may claim severance pay in accordance with the Unemployment Regulation of the Dutch Universities

- (WNU) in the event of full or partial unemployment arising prior to 1 January 2001.
3. In the event of unemployment, (former) employees other than those referred to in paragraphs 1 and 2, fall under the statutory employee insurance schemes.
  4. During the term of this collective labour agreement (cao), the parties shall make no changes to the WNU or BWNNU except for the provisions in paragraph 5 below.
  5. The parties shall consult further in accordance with the provisions of Article 49b of the WNU and Article 18 of the BWNNU, regarding changes resulting from adjustments in the relevant legislation.
  6. This article does not apply to employees who have reached the state pension age.

**Article 7.4 and 7.5 No longer applicable**

**Article 7.6 Death benefit**

1. Following the death of an employee, his remuneration shall be paid out up to and including the last day of the month in which he died.
2. After the death of an employee, the employer shall pay the widow, widower or registered partner a net payment which is equivalent to the gross remuneration covering a period of 3 months, as soon as possible. This amount shall be a net payment insofar as allowed by the tax regulations.
3. If the deceased does not leave a widow or widower within the meaning of Article 1.4, paragraph 6, payment shall be made to the remaining relatives as referred to in Article 7: 674 of the Dutch Civil Code.
4. Any remuneration already paid to the employee and to which he is not entitled, shall be deducted from this payment.
5. The employer may determine further rules with regard to paragraphs 1 to 3.
6. If in accordance with Sections 1:413 and 1:414 of the Dutch Civil Code a presumption of death has been pronounced, a benefit shall be granted at the request of the remaining relatives that corresponds to the provisions in this Article.
7. The day of death shall, in conjunction with paragraph 6, be understood to mean the employee's last known working day.

## Chapter 8

### Termination of the employment contract



## Section 1 Provisions that apply to public universities

### Article 8.1 General provisions with regard to public universities

1. The employer, who is authorised to enter into an employment contract, shall give written notice of dismissal for all or a part of the scope of that employment contract.
2. A partial dismissal shall in any case be to the extent that the relevant employee becomes unemployed within the meaning of the Unemployment Act (WW) and the Unemployment Regulation of the Dutch Universities ((B)WNU).
3. The written notice of dismissal shall include the date the dismissal becomes effective.
4. At the time of dismissal, the employer shall inform the relevant employee that, in order to be eligible for benefits on the grounds of the Unemployment Act and the Unemployment Regulation of the Dutch Universities, he is obliged to report his unemployment to the industrial insurance body no later than on the first working day following the first day of unemployment and to submit an application for benefits within three weeks of becoming unemployed, without prejudice to the other provisions of the Unemployment Regulation of the Dutch Universities relating to the obligations of the relevant employee.
5. Paragraphs 2 and 4 of this article do not apply to employees who have reached the state pension age.

### Article 8.2 Holiday and leave

The employee who upon termination of the employment contract is still owed previously accumulated holiday or leave entitlements and who has not been given the opportunity to use those, is entitled to a cash payment up to an amount of the salary (including holiday allowance and end-of-year bonus) equal to the entitlement.

### Article 8.3 Termination of a temporary employment contract

1. An employee with a temporary employment contract is deemed to be dismissed when the term of the employment contract has expired.
2. Supported by reasons and based on reasonable grounds, a temporary employment contract can be dissolved prematurely by the employer and employee, provided that a notice period is observed of:
  - a. three months, if the employee has been employed for a continuous period of at least 12 months at the time notice is given;
  - b. two months, if the employee has been employed for a continuous period of at least 6 months and less than twelve months at the time notice is given;
  - c. one month, if the employee has been employed for a continuous period of less than 6 months at the time notice is given or for employment contracts with an employee who has reached the state pension age.
3. The employer shall inform the employee in writing no later than one month before the end of a temporary employment contract:
  - a. whether or not the employment will be continued; and
  - b. in the event of a continuation, of the conditions subject to which the employer wishes to continue the employment.

If the employer fails to comply with this obligation, Section 7:668, paragraph 3 of the Dutch Civil

Code shall apply by analogy, for which purposes wage is to be read as salary.

4. Dismissal may take effect before the end of the notice period, whether or not at the employee's own request. If early dismissal is not at the employee's own request, an amount equal to the remuneration covering the period between the date the dismissal becomes effective and the end of the notice period shall be calculated and paid according to the rules for calculation that were in force at the time notice was given. If done at the employee's request, this creates a risk with regard to the benefits on the basis of the Unemployment Act and the Unemployment Regulation of the Dutch Universities.

### Article 8.4 Termination of a permanent employment contract

1. Subject to a prohibition of termination as referred to in Article 8.7, the employer can only terminate the employment contract based on reasonable grounds.
2. Notices must be given in writing, supported with reasons and with due observance of the applicable notice period;
3. Notice periods for the employer and the employee are as follows:
  - a. 3 months if at the beginning of the notice period the employee has been employed for a continuous period of 12 months or more;
  - b. 2 months in all other cases.
  - c. by way of derogation, 1 month for employment contracts that are entered into after the employee has reached the state pension age.
4. In the event of dismissal as a result of a reorganisation within the meaning of Article 9.1, the notice period is 3 months or 1 month for employment contracts that are entered into after the employee has reached the state pension age.
5.
  - a. An employee can be dismissed by means of a disciplinary measure without a notice period and without prohibitions against termination of employment being applicable.
  - b. Without prejudice to the provisions in Article 8.7, paragraph 1 under a, an employee can be dismissed without having to observe a notice period, in the event of permanent occupational disability due to illness or disability.
  - c. An employee can be dismissed without having to observe a notice period if the employee no longer meets the requirements for appointment on the grounds of the Aliens Act.
6. If the employer has the intention to terminate an employment contract with an employee who has not yet reached the state pension age due to the employee's incompetence or unsuitability, the employer shall investigate whether other suitable work is available for the employee, unless the shortcomings can be attributed to faults or actions on the part of the employee.
7. The employment contract shall terminate by operation of law on the day the employee reaches the state pensionable age.

### Article 8.5 Notice of termination by the employee

1. A notice to terminate by the employee can only be refused if prosecution for a criminal offence has been instituted against the employee or if disciplinary dismissal is being considered.
2. The notice period applicable to the employee, as referred to in Articles 8.3 and 8.4, may be deviated from if:

- a. a disciplinary measure is being considered against the employee;
- b. this would be in the interest of the institution, on the understanding that the period of three months may be extended to a maximum of six months and that the employee's interests shall be taken into reasonable consideration when extending;
- c. at the employee's request.

#### **Article 8.6 Dismissal order**

Insofar as the jobs to be cut contain interchangeable positions, the dismissal order is determined on the basis of interchangeable positions per category:

- a. Within each institution, organisational unit and category of interchangeable positions, the first candidates for dismissal are those employees who have reached the state pension age, followed by the employees with the shortest employment histories.
- b. In the event of simultaneous dismissal of ten or more employees within the relevant organisational unit, the employer may apply sub a per age group: 15-25 years of age, 25-35 years of age, 35-45 years of age, 45-55 years of age and those of 55 and older.
- c. The employer may deviate from the abovementioned order if it can make it plausible that a particular employee possesses such special knowledge or skills that his dismissal would be too detrimental to the functioning of the organisational unit.

#### **Article 8.7 Prohibitions against termination**

1. The employer is forbidden to terminate a permanent employment contract and prematurely terminate a fixed term employment contract:
  - a. a1. during the time that an employee is unable to perform his duties due to illness or disability, unless the inability to work:
    - has lasted a minimum of one hundred and four weeks;
    - in the case of employees who are entitled to state pension has lasted a minimum of 13 weeks. The period of 13 weeks is to be reduced to 6 weeks on a date yet to be determined by law. From this point onwards, a period of 6 weeks will apply;
    - commenced after the employee was informed in writing that he was to be dismissed, or when the situation as referred to in Article 8.8 applies;
  - a. a2. in the event that the Employed Persons' Insurance Administration Agency (UWV) determines during the claim assessment following the one-hundred-and-four-week period of occupational disability that the remaining earning capacity is over 65%;
  - b. during the time that an employee is conscripted into the army/alternative service;
  - c. during pregnancy; the employer may request a declaration from a physician or midwife as proof of pregnancy;
  - d. during the period in which the employee is on maternity leave as intended in Section 3.1, paragraph 3 of the Work and Care Act and during a period of six weeks after resuming work or a period of incapacity for work as a result of the birth or the preceding pregnancy following maternity leave.
2. The employer cannot terminate an employee's employment contract due to:
  - a. the employee exercising his right to parental leave;

- b. marriage or partner registration of the employee;
  - c. the fact that the employee takes leave to attend meetings as part of the fulfilment of a public-law position, with the exception of an employee who, as a member, attends meetings of the House of Representatives of the States General or its committees or who has accepted an appointment as Minister or State Secretary.
  - d. placement on a list of candidates for the employee participation body as referred to in Article 1.1 sub o;
  - e. the performance of tasks flowing from his membership in the employee participation body as referred to in Article 1.1, or because of this membership for a period of two years after its termination;
  - f. membership of a standing committee of the body stated under e;
  - g. membership of the Occupational Health and Safety Committee and for a period of two years following termination of that membership;
  - h. being an expert employee as referred to in Section 13, paragraph 1 of the Working Conditions Act;
  - i. being the official secretary of the employee participation body stated under e;
  - j. the employee having requested modification of the working hours, judicially or extra-judicially.
3. The employer is not permitted to terminate an employee's employment contract because of membership of a trade union or because he performs or participates in trade union activities, unless those activities are performed during working hours without permission.
  4. The termination prohibitions listed in this article do not apply if the employee agrees to his dismissal in writing.
  5. Paragraph 1 does not apply if the dismissal is the result of activities of the organisational unit in which the employee was mainly or exclusively working being discontinued.
  6. An employee who is unable to perform his work due to unfitness as the result of illness can be dismissed in accordance with the provisions of Article 3, third paragraph sub e, of ZANU.

#### **Article 8.8 Dismissal during illness**

1. Without prejudice to the provisions of Article 8.7, paragraph 1, sub a, an employee who is unable to work in connection with incapacity due to illness may be dismissed if without reasonable grounds he refuses to:
  - a. comply with any reasonable instructions given or measures taken by the employer or by an expert appointed through the employer to enable him to carry out his work or other suitable work as referred to in Article 1 sub r of ZANU; or
  - b. carry out suitable work on the instruction of the employer; or
  - c. cooperate in drawing up, evaluating and adjusting an action plan as referred to in Section 25, paragraph 2 of the WIA.
2. In order to assess whether paragraph 1 applies, the employer shall seek relevant advice from the Employed Persons' Insurance Administration Agency (UWV) and take this into consideration.

#### **Article 8.9 Objection against dismissal decision**

1. In respect of decisions made pertaining to dismissal objections, the employer shall set up an advisory committee as referred to in Section 7:13 of the General Administration Act.

2. This advisory committee shall consist of a chairman and two members. They are appointed by the employer. One member is proposed by the employer, whereas the other member is proposed by the joint employees' organisations part of this collective labour agreement (cao). The members jointly propose a chairman. Substitute members and a deputy chairman are proposed following the same procedure.
3. Dismissal due to a reorganisation or discontinuation of the position, redundant staff, no longer meeting the job requirements, incompetence or unsuitability - not being a dismissal within the meaning of Article 8.3 paragraph 1 - shall not take effect until one week after the employer has reached a decision on the objection. Article 9.15, paragraph 3 shall also apply in the case of involuntary dismissal resulting from reorganisation at a public university.

**Article 8.10 Fair and equitable regulation**

If employer and employee decide to terminate the employment contract, the employer shall draw up a regulation which is fair and equitable.

**Section 2 Provisions that apply to special universities**

**Article 8.11 Notice of termination and dismissal order**

1. A notice of termination given by either the employer or the employee must be in writing, supported with reasons and with due observance of the applicable notice period.
2. In deviation from Section 7:672, paragraphs 2 and 3 of the Dutch Civil Code, the notice period shall represent a term of:
  - a. 3 months if at the beginning of the notice period the employee has been employed for a continuous period of 12 months or more;
  - b. 2 months in all other cases;
  - c. by way of derogation, 1 month for employment contracts that are entered into after the employee has reached the state pension age.
3. A temporary employment contract can only be prematurely dissolved when agreed in writing.
4. The employment contract shall terminate by operation of law on the day the employee reaches the state pension age.
5. Article 8.7, first paragraph under a2 shall apply *mutatis mutandis*.

**Article 8.12 Announcements, other than notices of termination**

The employer shall inform the employee in writing no later than one month before the end of a temporary employment contract:

- a. whether or not the employment will be continued; and
- b. in the event of a continuation, of the conditions subject to which the employer wishes to continue the employment.

If the employer fails to comply with this obligation, Section 7:668, paragraph 3 of the Dutch Civil Code shall apply, for which purposes wage is to be read as salary.

**Section 3 Termination of the employment contract - special circumstances**

**Article 8.13 Outsourcing and privatisation**

In the event that sections of the institution are privatised, this collective labour agreement (cao) shall either remain in force or the collective labour agreement for the relevant industry or sector shall apply.

**Article 8.14 Transition of an interrelated group of employees**

1. If two employers, falling within the scope of this collective labour agreement (cao), agree to the whole or partial transition of an interrelated group of employees, the employees concerned shall retain all rights and obligations which arise from this collective labour agreement (cao), with the exception of local regulations, as if it were an employment contract with the same employer.
2. In deviation from paragraph 1, agreements can be entered into during consultation with local employees' organisations.

**Section 4 Transition payment**

**Article 8.15 Transition payment**

1. As of 1 January 2018, employees of public universities will be entitled to a transition payment as is the case with special universities by analogy with Sections 7:673 and 7:673a of the Dutch Civil Code, provided that the date of dismissal is after 31 December 2017.
2. Employees of public and special universities for whom, as of 1 January 2018:
  - a. a permanent employment contract is terminated, or a temporary employment contract is not renewed for reasons of business economics as referred to in Section 7:669, paragraph 3a of the Dutch Civil Code, and
  - b. who are entitled to subsequent BWNU benefits as referred to in Article 5 of the Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum (BWNU) 2017 will not be owed a transition payment.
3. If the employee referred to in paragraph 2 waives the right to these subsequent BWNU benefits in writing prior to dismissal, he/she will still be entitled to the transition payment.
4. This article does not apply to employees who have reached the state pension age.

## Chapter 9

### Reorganisations

#### Section 1 Reorganisation

##### Article 9.1 Concept of reorganisation

Reorganisation within a university, or a part thereof, is understood to mean a change in the organisation as referred to in Section 25, paragraph 1, sections a to f of the Works Councils Act, which relates to the university, or an important part thereof, involving direct and radical consequences for the legal status of employees.

##### Article 9.2 Notification of intention to reorganise

1. The local employees' organisations and the competent employee participation body shall be informed in writing with regard to an intended reorganisation in a timely manner.
2. The intention to reorganise includes, insofar as possible, information on the following subjects, yet in any case informs on the subjects listed under a, b, f and g below:
  - a. the reasons for the reorganisation;
  - b. the objective of the reorganisation;
  - c. the nature and scope of the reorganisation;
  - d. The financial and/or formative preconditions;
  - e. the basic principles and preconditions with regard to the consequences for staff;
  - f. the procedure that shall be followed in preparing for and implementing the reorganisation, including an overall planning;
  - g. the expected consequences for the legal status in general.

##### Article 9.3 Discussing the drastic consequences for the legal status

Local employees' organisations shall be given at least one opportunity to discuss with the employer the manner in which the drastic consequences for the legal status of employees are dealt with.

##### Article 9.4 Redundancy package

1. In the event of radical consequences for the legal status of employees, the Social Policy Framework, as detailed in Section 2 of this chapter, shall be applied; it is agreed with the local employees' organisations whether a Redundancy Package shall be prepared in addition to this.
2. Radical consequences for the legal status of employees are taken to mean, among other things, an important change in position or transfer to another organisational unit.

##### Article 9.5 Reorganisation and Staff Plan

1. Following on from and with due observance of the details in the intention to reorganise, the employer shall draw up a Reorganisation and Staff Plan.
2. The Reorganisation Plan shall give a detailed description of the intended change in the organisation. The Reorganisation Plan shall in any case include:
  - a. the objective and task of the new organisation and its separate units;
  - b. quantitative staffing details;
  - c. qualitative staffing details.
3. The Staff Plan shall, on the basis of the Reorganisation Plan, describe the expected consequences for

the legal status of the individual employee. The Plan shall in any case include:

- a. how and which employees are affected by positional changes within the organisation;
  - b. which employees are subject to potential dismissal;
  - c. which employees shall be directly and drastically affected in their legal status in any other way;
  - d. in what way, with due observance of the Social Policy Framework and the Redundancy Package, if applicable, the expected consequences for the legal status of the employees shall be dealt with.
4. The Staff Plan shall be drawn up simultaneously or following the Reorganisation Plan.

#### **Article 9.6 Decision on the Reorganisation Plan**

The employer does not decide on the Reorganisation Plan until the competent employee participation body has been given the opportunity to advise on the plan and received information on the employer's intention to whether or not extend the Social Policy Framework.

#### **Article 9.7 Decision on the Staff Plan**

The employer does not decide on the Staff Plan until every employee included in the plan has been given the opportunity to respond to what the plan entails to him.

## **Section 2 Social Policy Framework within reorganisations**

#### **Article 9.8 Basic Principles**

1. During a reorganisation, the following basic principles apply:
  - a. the employer shall try to keep compulsory redundancies to a minimum;
  - b. the employer shall provide the best possible support to any employee who is subject to potential dismissal when securing a suitable position within or outside the university;
  - c. both the employer and the employees will demonstrably optimally and actively endeavour to secure alternative employment within or outside the institution for the employee subject to potential dismissal, with both parties duly observing the obligations arising from Section 72a of the Unemployment Insurance Act and their effects in accordance with the Guide to Work (Werkwijzer) under Section 72a of the Unemployment Insurance Act.
  - d. employees from the target groups of the Participation Act will retain a package of responsibilities of a similar nature or scope and will not be able to be dismissed due to the loss of the staff positions.
2. The Social Policy Framework applies to each reorganisation within the scope of this collective labour agreement (cao). The employer can, in consultation with local employees' organisations, formulate its own framework for a social policy.
3. Article 9.8, paragraphs 1b to 1d inclusive and Article 9.8a, paragraphs 9.11 to 9.15 inclusive do not apply to employees who have reached the state pension age.

#### **Article 9.8a Mobility allowance**

1. The employee who receives written notification of his potential dismissal owing to reorganisation, as referred to in Article 9.11, paragraph 2 is eligible for a mobility allowance provided the employee

resigns himself and on the condition that this resignation does not result in the university becoming liable for any benefit payments (WW, BWNU or ZANU).

2. No notice period applies to this type of resignation.
3. With due observance of paragraph 4, the level of the mobility allowance is determined using the table in Appendix K and depends on:
  - the level of the gross monthly salary;
  - the number of years of service up to a maximum of 12 years;
  - the date of commencement of the employee's resignation.
4. The mobility allowance may not exceed the total gross amount that the employee would have received in salary during the remaining term of his employment had the employee not resigned his position.
5. The mobility allowance may not exceed the statutory maximum amounts.
6. As part of a Redundancy Package, the amounts in the table in Appendix K may be increased with due observance of paragraphs 4 and 5.

#### **Article 9.9 Dismissal order for interchangeable positions**

Insofar as the jobs to be cut as a result of a reorganisation contain interchangeable positions as referred to in the Dismissals Decree (Government Gazette 2015, No. 12685), the order of dismissal of interchangeable positions per category is determined as follows:

- a. within the organisational unit which is subject to the cutback, the first candidates for dismissal are those employees who have reached the state pension age, followed by those with the shortest employment histories within the institution;
- b. in the event of simultaneous dismissal of ten or more employees within the relevant organisational unit, the employer may apply sub a per age group: 15-25 years of age, 25-35 years of age, 35-45 years of age, 45-55 years of age and those of 55 and older;
- c. The employer may deviate from the order indicated above if it can make it plausible that a particular employee possesses such special knowledge or skills that his dismissal would be too detrimental to the functioning of the organisational unit;
- d. The order of dismissal as defined in the Dismissals Decree (Government Gazette 2015, No. 12685) apply to staff that work at a special university.

#### **Article 9.10 Alternative dismissal order**

1. The employer may deviate from Article 9.9 and in consultation with local employees' organisations decide upon an alternative order of dismissal, if so required within the interest of the institution or organisational unit.
2. Insofar as the Dismissals Decree (Government Gazette 2015, No. 12685) does not allow this, paragraph 1 does not apply to teaching staff at special universities

#### **Article 9.11 Employment protection term**

1. The employer shall for a period of 10 months not dissolve the employment contract of an employee who on the basis of a reorganisation is subject to potential dismissal.
2. The period of 10 months commences on the first day of the month following the month in which

the employee is informed of his potential dismissal in writing. This notification is not sent until the Reorganisation Plan has been decided on.

#### **Article 9.12 Study on suitable work**

During the period of protection against dismissal as referred to in Article 9.11 and the notice period as referred to in Article 8.4, paragraph 4 until termination of the employment contract, the possibilities of re-employment in suitable work within or outside the university shall be carefully studied. Article 9.12a applies in this case.

1. During the re-employment study period, the employee can, within reasonableness, be instructed to carry out alternative duties.
2. Re-employment may be in the form of a trial placement for a maximum of 12 months.
3. During the re-employment study period, the employee can be seconded outside the institution. The secondment must be approved by the employer. Any agreements made in respect of the secondment are recorded in writing.
4. A trial placement or secondment will extend the employment protection term by the duration of the work performed, taking into account the number of hours required to perform this temporary work. This extension may last no longer than 12 months.

#### **Article 9.12a Suitable position**

A position is considered suitable if, in the opinion of the employer, the employee or placement candidate:

- possesses the knowledge and skills deemed necessary to perform the function effectively or;
- if, in the opinion of the employer, the employee or placement candidate can be retrained or given further training within 12 months;
- the position can reasonably be assigned to the person concerned in view of his personality, his circumstances and his prospects; unless compelling business interests do not allow for it.

#### **Article 9.13 Filling an internal vacancy**

The employee, who is subject to potential dismissal as a result of a reorganisation as referred to Article 9.1, shall be given priority when filling internal vacancies. The employer will ensure that the employee subject to potential dismissal is placed in a suitable position in accordance with Article 9.12a.

#### **Article 9.14 Employability**

1. The employee who, within the framework of a reorganisation, is subject to potential dismissal shall, on the initiative of the employer or at the employee's request, qualify for one or more provisions geared to personal circumstances, such as:
  - retraining and/or refresher courses, aimed both at broadening the possibilities for re-employment and at increasing the chances in the external labour market;
  - outplacement;
  - alternative provisions which increase the possibilities of a suitable position.
2. The costs of the provisions, as referred to in paragraph 1, are at the expense of the employer.
3. If, in the opinion of the employer, the employee renders insufficient cooperation with regard to his own employability, any rights in respect of a re-employment study as referred to in Article 9.12, the

provisions geared to the personal situation as referred to in paragraph 1, as well as the provisions of paragraph 5, shall lapse. On that occasion, the employment contract may be terminated with due observance of the notice period.

4. If the employee referred to in paragraph 1 has refused to accept a suitable position, the employment contract can be terminated with due observance of the notice period, while there shall be no assessment pursuant to Article 9.15.  
If the employee referred to in paragraph 3 refuses to cooperate in the redeployment investigation, the employer can request the assessment committee to give a decision immediately pursuant to Article 9.15.
5. During the re-employment study and for up to a maximum of two years following the dismissal date the employee shall, at his request and insofar as he is unemployed, be informed on vacancies within the institution. He shall be regarded as an internal candidate for those vacancies.

### **Section 3 Assessment Committee**

#### **Article 9.15 Assessment Committee for public universities**

1. Within the framework of the policy aimed at the prevention of involuntary unemployment, an assessment committee has been set up for the public universities at sector level.
2. The task of this committee is to assess the efforts of the employer and employee, as agreed upon within the framework of a reorganisation at a public university, in the event compulsory redundancies are intended.
3. The following applies to an employee employed by a public university: should, despite all efforts, compulsory redundancies prove to be unavoidable, the employment contract shall not be terminated until the assessment committee passed judgement at sector level on the efforts made by the employer and employee within the framework of the agreed redundancy package.
4. An intention to resort to compulsory redundancies shall be reported to the committee allowing a period of four weeks to come to a decision. If no decision is reached during this period, the committee shall be deemed to agree to the redundancies.
5. The committee may deviate from the term as referred to in paragraph 4, supported by reasons.
6. Decisions supported by a majority of the assessment committee are binding for the employer.
7. An employee who is made redundant following the decision of the assessment committee retains the right to object to this dismissal.
8. The committee comprises two members appointed by the employees' organisations and two members appointed by the employers.
9. The committee records its procedures in its own by-laws.

## Chapter 10

### Final provisions

#### Special provisions with regard to special groups

#### Section 1 Student assistants

##### Article 10.1 Definition of student assistant

1. The provisions in this Section solely apply to student assistants.
2. The term student assistant is taken to mean a student registered at the university who at the same time, as an employee, makes a contribution to university education or academic research.
3. By way of derogation of paragraph 2, student assistants can also be deployed for non-structural and operational management tasks.

##### Article 10.2 Commencement, term scope and end of student assistant's employment

1. The student assistant can be given a temporary employment contract.
2. The employer shall lay down rules with regard to travel expenses, the duration and scope of the student assistant's employment contract. The aforementioned (further) rules are subject to Article 10.9.
3. The employment contract with the student assistant is in any case terminated as soon as the student loses his student status.

##### Article 10.3 Student assistant exclusions

Articles 1.5, paragraph 2, 2.2, paragraph 5, 3.3, 3.5, 3.13 to 15 inclusive, 3.18, 3.21, 6.9, 8.3, paragraph 3, and 8.12 do not apply to student assistants.

##### Article 10.4 Student assistant salary

1. The salary of a student assistant is determined in accordance with the relevant grade in Appendix A to this collective labour agreement (cao).
2. The salary to be granted to a student assistant is determined by the phase he has progressed to within the study, or the number of credits attained. The employer may lay down further rules in this respect.

#### Section 2 Medical/clinical academic staff

The provisions in this Section relates to employees who are also employed at the university hospital or the University Medical Centre.

##### Article 10.5 Commencement of employment of medical/clinical academic staff

Employment contracts for persons at the university, who at the same time are employed at the university hospital or at the University Medical Centre, in respect of university tuition or conducting academic research in any faculty of the university, are valid during the term of the employment contract at the hospital or the University Medical Centre.



#### **Article 10.6 Further agreements concerning medical/clinical academic staff**

With regard to an employee employed at both the university hospital / University Medical Centre and the university, the Board of Directors and the Board of Governors jointly establish:

- a. the way in which the mutual authorities are exercised;
- b. the applicability of the current employment conditions regulations, being the provisions in this collective labour agreement (cao) and/or the provisions of the collective (cao) agreement for university hospitals;
- c. the way in which the liability insurance is regulated.

### **Section 3 Legal status of the University of Amsterdam (UvA)**

#### **Article 10.7 Legal status of the University of Amsterdam (UvA)**

1. If the Transitional Scheme for the Introduction of RUVA granted rights to individual employees which meanwhile have been converted into individual claims, they shall continue to apply in full within the framework of this collective labour agreement (cao).
2. The following definitions are relevant to employees of the University of Amsterdam (UvA):
  - a. ARA: Amsterdam Civil Servants Regulations, insofar as these were (equally) applicable to the employee on 31 December 1995 pursuant to Article 16.23 of the Law on Higher Education and Academic Research (WHW);
  - b. RWU: Regulations on the Legal Status of Academic Staff at the University of Amsterdam;
  - c. RWU implementation regulations: regulation on employment contracts, commencement of employment and remuneration of academic staff at the University of Amsterdam, as laid down by the Board of Governors in respect of the implementation of RWU.
3. The job descriptions and requirements for appointment and promotion with regard to (senior) lecturer or (senior) researcher positions, established on the basis of RWU (Appendix B in the Implementation Regulations for RWU as amended by decision of the Board of Governors on 9 February 1996. no. 00030) shall continue to apply until alternative descriptions, requirements or special regulations have been introduced on the basis of the collective labour agreement (cao).
4. Employees at the University of Amsterdam (UvA), who are employed within the Faculty of Medicine on a basis other than a locum tenens, are subject to a deviating regulation in the legal status which shall remain in effect for as long as a joint executive body, as referred to in Section 12.22 of the Higher Education and Academic Research Act (WHW ) and as laid down in the amended agreement between the University of Amsterdam (UvA) and the Amsterdam University Hospital (AZUA), dated 20 December 1996, is in place. This legal status has been laid down in the Board of Governors (CvB) decree of the University of Amsterdam (UvA), dated 20 December 1996.

### **Section 4 General**

#### **Article 10.8 Consultation with local employees' organisations**

During consultation with local employees' organisations, the existing regulations shall be brought into line with the provisions of this collective labour agreement (cao).

#### **Article 10.9 (Further) rules**

As long as the employer has not laid down (further) rules for the implementation of the provisions of this collective labour agreement (cao), any relevant subject matter remains subject to the (further) rules pertaining to this collective labour agreement (cao) from the time it took effect, or to the relevant provisions of the collective labour agreement (cao) for the Dutch Universities, part 1 or 2, extension 1 September 2003 to 31 August 2004, insofar as they are not in conflict with the collective labour agreement (cao).

#### **Article 10.10 Appeals Committee at special universities**

1. Without prejudice to his right to submit his case directly to an ordinary court, an employee or former employee, the relations he has left behind or his assignees, whose interests have been directly affected by a decision or action of the employer, or by the employer's refusal to act, may submit an appeal to the Appeals Committee.
2. The employer shall reach agreement with representatives of and appointed by the employees' organisations on further rules in the form of a regulation which regulates the procedure, the composition and the working method of the Appeals Committee; this regulation shall be made available for inspection by all interested parties in a freely accessible location.
3. The regulation shall provide for urgent discussion in the event of a proposed dismissal of a permanent employee, insofar as this dismissal is not subject to the approval of the Central Organisation for Work and Income.
4. This Article solely applies to special universities.

#### **Article 10.11 Committees**

As long as a committee has not been installed within the framework of the collective labour agreement (cao), an existing committee in the relevant area shall remain in force, insofar as this is not in conflict with the collective labour agreement (cao).

#### **Article 10.12 Hardship clause**

In the event that implementation of the collective labour agreement (cao) results in clearly unreasonable situations, the parties shall try and find a solution in mutual consultation.



## Appendix A

### Financial Terms of Employment

#### 1 July 2017 to 31 December 2019 inclusive

#### Section 1 Salary development

Within the framework of the collective labour agreement (cao) for Dutch Universities for the period 1 July 2017 to 31 December 2019, inclusive, the following has been agreed with regard to salary development: On 1 May 2018, the salaries of university employees who are employed by a Dutch University will receive a general increase of 2.0%. This salary increase will be paid no later than September 2018. On 1 February 2019, these salaries will receive a general increase of 2.6%. In addition, university employees<sup>1</sup> who are employed by a Dutch University on 1 May 2018 will receive a one-off lump sum payment of 0.6% of their gross annual salary in September 2018 at the latest.<sup>2</sup>

#### Section 2 Year-end bonus

1. From 2009 onwards, the year-end bonus shall be 8.3% of the salary received during the calendar year. The minimum amount of the year-end bonus is € 2,250.00.
2. In the case of employees on the youth salary scales and the VU University Amsterdam's SOM pupils, the minimum amount of the year-end bonus is 15% of the salary received in the calendar year, up to a maximum of € 2,250.00.
3. There is no minimum amount for the end-of-year bonus for employees under the Invalidity Insurance (Young Disabled Persons) Act. The employer may however apply that minimum amount if this is in the interests of such an employee.

#### Section 3 Percentages and amounts of employees' insurances and pensions

In 2017, the following contributions and amounts in euros apply to the social security schemes and the General Pension Fund for Public Employees (ABP).

Insurance / pension	Franchise in €	Maximum amount subject to the obligation to pay social security contributions in €	Premium percentage Employer	Premium percentage Employee
<b>Pension</b>				
Old Age and Survivor's Pension (OP/NP)	13.150	n.a.	16,03 %	6,87 %
Early retirement transitional premium VPL	n.a.	n.a.	2,6 %	0 %
Disability Pension (AOP)	20.100	n.a.	0,21 %	0,09 %
<b>Employee insurance schemes</b>				
Occupational Disability (WAO/WIA), including childcare	n.a.	53.701 per year 206,54 per day	6,77 %	n.a.
Government Implementation Fund (UFO)	n.a.	53.701 per year 206,54 per day	0,78 %	n.a.
Healthcare Act (Zvw)	n.a.	53.701 per year 206,54 per day	6,90 %	n.a.

#### Sources:

ABP Premium Table 2018 ([https://www.abp.nl/images/24.0006.18\\_premietabel\\_2018.pdf](https://www.abp.nl/images/24.0006.18_premietabel_2018.pdf))

Social Security Contributions Newsletter 2018 ([http://download.belastingdienst.nl/belastingdienst/docs/nieuwsbrief\\_loonheffingen\\_2018\\_lh2091t83fd.pdf](http://download.belastingdienst.nl/belastingdienst/docs/nieuwsbrief_loonheffingen_2018_lh2091t83fd.pdf))

1) With the exception of claimants and on-call workers

2) The annual salary 2018 (excluding the increase of 2.0%) with the year-end bonus and the holiday allowance added

## Section 4 Salary tables

### Definitions

MVU = Minimum holiday allowance

H2 = Professor 2

H1 = Professor 1

P = Doctoral candidate

SA = Student assistant

TOIO = Trainee design engineers

**Table 4.1 Salary table as from 01-05-2018**

GRADE	SALARY SCALES											FUNCTION SCALES										
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	H2	H1	P	SA
0	1.638	1.673	1.706	1.746	1.811	1.942	2.204	2.514	2.763	2.640	3.545	4.294	4.911	5.160	5.595	6.060	6.567	7.213	5.441	6.060	2.266	1.865
1	1.706	1.746	1.746	1.779	1.890	1.997	2.266	2.640	2.897	2.763	3.677	4.419	5.039	5.284	5.749	6.223	6.777	7.442	5.595	6.223	2.640	
2	1.779	1.811	1.811	1.851	1.997	2.138	2.390	2.763	3.044	2.897	3.796	4.542	5.160	5.441	5.903	6.393	6.993	7.677	5.749	6.393	2.763	1.997
3	1.811	1.890	1.890	1.942	2.138	2.266	2.514	2.897	3.173	3.044	3.916	4.669	5.284	5.595	6.060	6.567	7.213	7.921	5.903	6.567	2.897	2.138
4	1.851	1.942	1.997	2.068	2.204	2.329	2.577	2.975	3.303	3.173	4.033	4.787	5.441	5.749	6.223	6.777	7.442	8.176	6.060	6.777		2.329
5	1.890	1.997	2.068	2.138	2.266	2.390	2.640	3.044	3.425	3.303	4.166	4.911	5.595	5.903	6.393	6.993	7.677	8.433	6.223	6.993		
6	1.942	2.068	2.138	2.204	2.329	2.452	2.700	3.106	3.545	3.425	4.294	5.039	5.749	6.060	6.567	7.213	7.921	8.703	6.393	7.213		
7		2.138	2.204	2.266	2.390	2.514	2.763	3.173	3.677	3.545	4.419	5.160	5.903	6.223	6.777	7.442	8.176	8.981	6.567	7.442		
8			2.266	2.329	2.452	2.577	2.828	3.243	3.796	3.677	4.542	5.284	5.978	6.393	6.993	7.677	8.433	9.267	6.777	7.677		
9			2.329	2.390	2.514	2.640	2.897	3.303		3.796	4.669	5.441		6.567	7.213	7.921	8.703	9.563	6.993	7.921		
10				2.452	2.577	2.700	2.975	3.358		3.916	4.787	5.513							7.213	8.176		
11										4.033	4.852								7.442	8.433		
12											4.166								7.677	8.703		
13																			7.921	8.981		
14																				9.267		
15																				9.563		

**Table 4.2 Salary table as from 01-02-2019**

SALARY SCALES AS FROM 01-02-2019											FUNCTION SCALES												
GRADE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	H2	H1	P	SA	TOIO
0	1.681	1.716	1.750	1.791	1.858	1.992	2.261	2.579	2.835	2.709	3.637	4.406	5.039	5.294	5.740	6.218	6.738	7.401	5.582	6.218	2.325	0	1.913
1	1.750	1.791	1.791	1.825	1.939	2.049	2.325	2.709	2.972	2.835	3.773	4.534	5.170	5.421	5.898	6.385	6.953	7.635	5.740	6.385	2.709	0	
2	1.825	1.858	1.858	1.899	2.049	2.194	2.452	2.835	3.123	2.972	3.895	4.660	5.294	5.582	6.056	6.559	7.175	7.877	5.898	6.559	2.835	2.049	
3	1.858	1.939	1.939	1.992	2.194	2.325	2.579	2.972	3.255	3.123	4.018	4.790	5.421	5.740	6.218	6.738	7.401	8.127	6.056	6.738	2.972	2.194	
4	1.899	1.992	2.049	2.122	2.261	2.390	2.644	3.052	3.389	3.255	4.138	4.911	5.582	5.898	6.385	6.953	7.635	8.389	6.218	6.953		2.390	
5	1.939	2.049	2.122	2.194	2.325	2.452	2.709	3.123	3.514	3.389	4.274	5.039	5.740	6.056	6.559	7.175	7.877	8.652	6.385	7.175			
6	1.992	2.122	2.194	2.261	2.390	2.516	2.770	3.187	3.637	3.514	4.406	5.170	5.898	6.218	6.738	7.401	8.127	8.929	6.559	7.401			
7		2.194	2.261	2.325	2.452	2.579	2.835	3.255	3.773	3.637	4.534	5.294	6.056	6.385	6.953	7.635	8.389	9.215	6.738	7.635			
8			2.325	2.390	2.516	2.644	2.902	3.327	3.895	3.773	4.660	5.421	6.133	6.559	7.175	7.877	8.652	9.508	6.953	7.877			
9			2.390	2.452	2.579	2.709	2.972	3.389		3.895	4.790	5.582		6.738	7.401	8.127	8.929	9.812	7.175	8.127			
10				2.516	2.644	2.770	3.052	3.445		4.018	4.911	5.656							7.401	8.389			
11										4.138	4.978								7.635	8.652			
12											4.274								7.877	8.929			
13																			8.127	9.215			
14																				9.508			
15																					9.812		

**Table 4.3 Youth salary scales and minimum holiday allowance as from 01-07-2018**

Age	1	2	3	4	5	MVU
15	864	883				80,79
16	864	883	901	918		80,79
17	864	883	901	918	954	80,79
18	1.028	1.053	1.073	1.099	1.138	96,94
19	1.196	1.222	1.247	1.276	1.325	113,10
20	1.362	1.392	1.419	1.452	1.507	129,26
>21						161,57

**Table 4.4 Salary scales for occupationally disabled employees per month (100-120% Minimum Wage Act (Wet Minimumloon) within the context of the Participation Act (Participatiewet)1**

Minimum wage as from 1 July 2018	
	per month
Aged 22 and older (100%)	€ 1.594,20
Aged 22 and older (105%)	€ 1.673,91
Aged 22 and older (110%)	€ 1.753,62
Aged 22 and older (115%)	€ 1.833,33
Aged 22 and older (120%)	€ 1.913,04

**Table 4.5 Minimum youth wages as from 1 July 2018<sup>3</sup>**

Age		per month
21 jaar	85,0%	€ 1.355,05
20 jaar	72,5%	€ 1.115,95
19 jaar	61,5%	€ 876,80
18 jaar	52,5%	€ 757,25
17 jaar	45,5%	€ 629,70
16 jaar	39,5%	€ 550,00
15 jaar	34,5%	€ 478,25

Source:  
<https://www.rijksoverheid.nl/onderwerpen/minimumloon/inhoud/bedragen-minimumloon-2018>

3) The presented minimum wages adjust to the legal minimum wage

## Appendix B

### Former schemes, including former senior staff policy

#### Sections 1 to 6 inclusive: no longer applicable

#### Section 7 Transitional allowances

##### Article B.13 Guarantee scheme 2005

1. The old allowance referred to in this article is understood to mean:  
the allowance for persons employed at special universities as referred to in Articles 3.25(4) and 3.27(2) of the 2004-2005 cao-NU (collective labour agreement for Dutch universities);  
the allowance for persons employed at public universities as referred to in Articles 3.25 and 3.27 of the 2004-2005 cao-NU (collective labour agreement for Dutch universities).  
The new allowance referred to in this article is understood to mean: the allowance as referred to in Articles 3.25 and 3.27 of the 2006-2007 cao-NU (collective labour agreement for Dutch universities).
2. The period of two years referred to in this article is understood to mean the period of two years prior to 1 January 2006 with no interruption due to absence from the job other than sick leave for a period of more than two months.
3. In this article the annual income is understood to mean the annual salary plus allowances, as referred to in Article 3.13(2) and Article 3.16, as at 31 December 2005.
4. This guarantee scheme applies to persons employed as at 31 December 2005 who have received an allowance for a period of at least two years.
5. An employee for whom the annual difference between the old and new allowance amounts to at least 3% of his annual income calculated on the basis of the two-year period is entitled to compensation in the form of a monthly guarantee allowance. This will be the case only if such difference is the result of this collective labour agreement coming into effect.
6. The amount of the guarantee allowance is equal to the monthly average of the allowances received during the two-year period.
7. The employee referred to in paragraph 5 has until 1 April 2006 to choose, for one time only, either the new or the guarantee allowance. This employee shall retain the old allowance until 1 April 2006.
8. If the employee accepts a different function on a voluntary basis, the guarantee allowance shall no longer apply.
9. If the employee changes, at his request, his work pattern, the guarantee allowance shall be reduced proportional to the change. The guarantee allowance shall cease to apply if, following reduction, it amounts to less than 3% of the employee's annual income.

##### Article B.14 Transitional Scheme for Holiday Bonus 2005

1. University employees who are able to demonstrate entitlement to a bonus for work performed on an official holiday in accordance with Article 3.30.1 of the 2004-2005 collective labour agreement of Dutch Universities shall retain their entitlement to such bonuses as of 1 January 2011 until their employment contracts come to an end.
2. In addition to the allowance referred to in Article 3.25 paragraph 2 under b, this bonus shall comprise the same number of substitute leave days as there are official holidays in that year as referred to in Article 4.9 of the collective labour agreement (cao), to the extent that such holidays do not coincide with a Saturday or a Sunday.

#### **Article B.15**      **Guaranteed allowance for work at unsociable hours**

1. The employee to whom a salary scale of lower than scale 8 applies and of which the allowance, as a result of the amendment as from 1 January 2008 of Article 3.25, second paragraph under c (adjustment of normal working day) of the 2007-2010 collective labour agreement (cao) of Dutch Universities, is permanently reduced by at least € 300 gross on an annual basis shall retain entitlement to a permanent 100% allowance after 1 March 2010.
2. This guaranteed allowance is granted with due regard for the provisions of Article 3.26, paragraph 4 of the collective labour agreement (cao).
3. The employer may, with the employee's consent, opt to buy off this permanent allowance as of 1 January 2011 for an amount that equals 50% of the original allowance over the remaining term of the employment contract, during a period of no more than ten years.

### **Section 8**      **Accrual of holidays**

#### **Article B.16**      **Accrual of holidays for employees born before 1950**

The number of holiday hours per calendar year with a full-time employment contract is 216 hours for employees who were born before 1 January 1950 and have been continuously employed at an ABP-affiliated employer since 1 April 1997 (and are therefore within the scope of the VUT/FPU transitional measures of 1 April 1997).

### **Section 9**      **Life-Course Savings Scheme Transitional Arrangement**

#### **Article B.17**      **Life-course savings scheme transitional provision**

1. The taking of life-course savings leave under Articles B.18 and B.19 is only possible for employees who have a savings balance at a life-course savings institution on 31 December 2011.
2. No longer applicable
3. In the case of a savings balance of at least € 3,000 as at 31 December 2011, the balance must be withdrawn before 1 January 2022 and the employee may continue to deposit.

#### **Article B.18**      **Life-course savings scheme**

1. An employee who wishes to use his life course balance is entitled to use leave days for this, insofar as this is in accordance with tax regulations and the life course savings scheme of the institution.
2. The employer shall stipulate a life course savings scheme on the basis of frameworks as referred to in Article B.19, in consultation with local employees' organisations.

#### **Article B.19**      **Life-course saving scheme frameworks**

1. The life-course scheme forms an integral part of the individual choices model.
2. Agreements are made with local employees' organisations about the integration of the long-term saving variant and the life-course scheme in the local regulation.
3. An employee can make use of a life course leave as from one year after his commencement

of employment. This leave must be applied for four months in advance. A shorter term can be established in the case of care leave or parental leave.

4. When the employee takes up life-course leave, the agreements governing the pensionability of life-course leave as approved by the Pensions Supervisory Authority on 8 March 2006 apply. In addition, the following has been further agreed for the university sector:
  - existing agreements about pension build up and social security in the case of sabbatical leave, parental leave and care leave shall remain in force;
  - in the case of life-course leave for reasons other than those specified above, the regular division between the employer and employee as regards pension premium contributions shall apply as from 1 January 2006 (or as from the date on which employment commences afterwards) once every eight calendar years for a period of at most nine months.
5. Transferring the life-course balance upon changing employer shall be arranged.
6. Statutory regulations concerning social security shall be adhered to. Illness during life-course leave shall have no suspensive effect on the leave.
7. If the life-course leave exceeds a period of three months, the periodic date of the employee shall be moved up by the number of full months by which the leave exceeds a period of three months.
8. No holiday as referred to in Article 4.7 is built up during life-course leave.
9. Following life-course leave, the employee shall in principle return to the same job.
10. If reorganisation takes place during the life-course leave of an employee which involves the (former) workplace of the employee, the employee shall be treated in the same way as other employees involved in the reorganisation.

#### **Article B.19a**      **Life-course scheme and individual choices model**

1. With regard to the use of the year-end bonus for the individual choices model, the employee to whom the transitional arrangement applies may opt to make additional deposits into a life-course savings account, with a maximum amount equal to 38 holiday hours per financial year, by depositing one twelfth of his year-end bonus each month into his life-course account.
2. In consultation with the local employees' organisations, further arrangements can be made about expanding the possibilities for deposits into a life-course savings account.
3. In consultation with local employees' organisations, arrangements will be made about concurrence of the long-term savings model and the life-course savings scheme of the institution and further arrangements can be made regarding the criteria for the application of this method and for the maximum and minimum bonuses, in time and/or money, which may be granted.

### **Section 10**      **2006 Senior staff scheme transitional arrangement**

#### **Article B.20**      **2006 Transitional provision on participating in the senior staff scheme**

1. The employee who uses the 2006 Senior Staff Scheme on 31 December 2012 may continue doing so until he reaches the state pensionable age.
2. The employee who was employed at the university on 31 December 2012 and who was 58 years or older on 1 January 2013 may continue participating in the 2006 Senior Staff Scheme providing the

- employee sets this intention down in writing before 1 July 2013.
3. The employee's actual participation in the 2006 Senior Staff Scheme may commence later than 1 January 2014, but only if the actual start date is agreed in writing with the employer before 1 July 2013. If participation on the determined date can no longer be deemed reasonable or fair owing to unforeseen circumstances, the obligation to commence on that date lapses and the employer and employee will agree to a new commencement date.
  4. Employees who are not included in the scope of paragraph 1 or paragraph 2 may not participate in the 2006 Senior Staff Scheme.

#### **Article B.21 Senior Staff Scheme 2006**

1. According to the provisions of this Article, a full-time employee is entitled to a working week consisting of four 8-hour days with retention of his full salary on reaching the age of 59 years, if the employee renounces his entitlement to any age related hours during the period applicable to him. From 2009 onwards, his entitlement to holiday hours shall be reduced to 144 holiday hours to be taken at any time following consultation. This employee shall be entitled to buy back holiday hours through participation in the individual choices model. From 2009, it will be possible for him to buy 16 holiday hours. Article 5.9 paragraph 3 does not apply in this regard.
2. In addition to the number of holiday hours specified in the first paragraph that can be taken at any time following consultation, the employee who usually works on a collectively appointed day is entitled to leave on this day.
3. Deleted as from March 2010.
4. For employees who work less than full-time, Article 1.4, paragraph 5 applies to the application of the Senior Staff Scheme. As soon as the scheme results in the employee being available for less than 3 days a week, the employer can, in the interest of fulfilling the position and in consultation with the employee, record the compensation in time off on an annual basis instead of a weekly basis.
5. Unless otherwise agreed, additional income from work or business acquired during the period referred to in paragraph 1 shall be deducted from the salary.
6. In connection with paragraph 1, the employer and employee shall make timely agreements as to proportional reduction of tasks. These agreements shall be reaffirmed annually. The purpose of these agreements is to ensure that the senior employee's efforts are focused on the tasks best performed by him, those he has the most interest in, or those with regard to which he is most valuable to the institution.

## **Appendix C Consultation protocol**

### Article C.1

The consultation protocol is a regulation as referred to in the agreement between the collective labour agreement (cao) parties of 14 May 1997, in which parties, with due observance of Section 4.5 paragraph 5 of the Higher Education Act, have reached further agreements about the level at and the manner in which the consultations shall be conducted as well as the contents thereof.

### Article C.2

The parties agree to conduct open and constructive consultation at university-level and the level of universities in general (the sector). The collective labour agreement (cao) and the consultation protocol are deemed law by the parties.

### Article C.3

The parties shall aim to conduct consultation on a certain subject at a single level, i.e. either at sector level or institutional level. In addition, parties shall aim to clarify the locality when consulting on institutional level. In the event that a regulation on employment terms or legal status requires or can be given further substantiation, it shall, during consultation on sector level, also be explicitly determined how further substantiation needs to be established and whether consultation at institutional level shall take place with the employees' organisations or within the employee participation body. As such, the statutory consultation rights shall be explicitly accounted for. When at sector level the locality of institutional consultation has not (yet) been indicated, existing agreements on institutional level remain in force.

## Consultation at sector level

### Article C.4

The parties shall consult on other matters of general interest regarding the employment terms and legal status of employees, insofar as the consultation is not reserved to Council for Public Sector Staff Policy (ROP). The employers shall regularly inform employees' organisations on developments of general interest.

### Article C.5

The parties shall particularly consult on regulations regarding employment terms and employees legal status, including regulations in relation to: remuneration, job classification, hours of work, holidays and leave and social security. The consultation between parties is subject to the requirement to agree. The requirement to agree has been met when the party representing the employer and at least two employees' organisations have reached agreements on a proposal.

### Article C.6

During consultation the parties shall also deal with the application, compliance and implementation of the collective labour agreement (cao). Employers shall regularly inform employees' organisations on developments of general interest.

## Consultation at institutional level

### Article C.7

Consultation at institutional level ('local consultation') is conducted between the employer and the employees' organisations which are part of the collective labour agreement (cao). Any employees' organisation part of the collective labour agreement (cao) for the Dutch universities may appoint two members and two substitute members to take part in the consultation with local employees' organisations.

### Article C.8

The employer shall not decide on matters of specific interest to the legal status of employees until consultation with the employees' organisations has taken place. Consultation with local employees' organisations is at any case compulsory with regard to institution-specific regulations in the field of appointments, suspension, disciplinary measures and dismissal of staff.

### Article C.9

A proposal for the introduction or modification of a regulation concerning the rights and obligations of individual employees may only be implemented if agreement has been reached during consultation with local employees' organisations.

### Article C.10

Without prejudice to the provisions in the chapter on reorganisations, the employer informs the local employees' at least once a year on the general course of affairs within the university, on future expectations and in particular on the subject of developing employment, the implementation of agreements part of the collective labour agreement (cao) and the social policy within the university with regard to groups in a disadvantaged position in the labour market, among other things. The following matters shall in any case be discussed:

- an overview of the staff budget;
- the current number of staff;
- the anticipated development of staff numbers, any deviations from previously expressed expectations and forecasts;
- the application of temporary employment contracts;
- work performed by third parties (including temporary employees);
- the quality of the Result & Development discussions, also known as appraisal interviews.

### Article C.11

The parties consider it important that implementation of policies on employment terms take relevant local circumstances into maximum consideration. Partly in order to make this possible, they agree that during consultation with local employees' organisations and collective labour agreement (cao) parties, it shall be determined whether and to what extent existing regulations must be modified or if new agreements must be reached on subjects such as the following:

- policy aimed at controlling work pressure;
- application of senior staff schemes including an institution-specific senior staff policy in addition to the general senior staff policy;
- teleworking: agreements on job categories, conditions and facilities;
- parental leave with attention to the possible relaxation of the rules for use;
- the combination of work and care, including childcare and the possible relaxation in adoption leave, payment during care leave and the issue of pension and social insurance contributions during unpaid care leave;
- increasing the number of women in high positions;
- commuting allowance;
- employee savings schemes;
- facilities for consultation with local employees' organisations.

## Regulation on disputes at institutional level

### Article C.12

A dispute on institutional level between one or more employees' organisations and the employer can be submitted by the employer and/or the employees' organisations to collective labour agreement (cao) parties at sector level.

## Experiment article on consultation at institution level

### Article C. 13

An institution can opt, with the approval of the Works Council, or the University Council, the Local Consultative Body and the Board of Governors, to integrate the Works Council or the personnel section of the University Council with the Local Consultative Body and to assign to this joint meeting all powers with regard to personnel schemes, with the exception of the Redundancy Package. Institutions opting for this must report this in a joint communication of the board, Local Consultative Body and Works Council / University Council to the parties to the collective labour agreement. The parties to the collective labour agreement shall approve this request for a period of up to four years, unless serious objections preclude the experiment.

### Article C.14

1. An institution can opt, with the approval of the Works Council, or the University Council, the Local Consultative Body and the Board of Governors, to assign, by analogy to Section 27 of the Works Council Act, all powers to the Works Council / University Council with regard to personnel schemes, with the exception of the Redundancy Package. Institutions opting for this must submit a joint request of the board, Local Consultative Body and Works Council / University Council to the parties to the collective labour agreement. That request shall also state to which body the powers with regard to the terms of employment funds (Article E6) is assigned. The parties to the collective labour agreement shall agree with this request for a period of up to four years, unless serious objections preclude the experiment.
2. Following the approval of the request by the parties to the collective labour agreement, 'Works Council' or 'the personnel section of the University Council' must always be read instead of 'the Local Consultative Body' in the following articles of the collective labour agreement:  
Section 1: Articles 1.4, 1.12 and 1.14  
Section 3: Articles 3.9, 3.19, 3.20, 3.21, 3.22, 3.24, 3.25 and 3.28  
Section 4: Articles 4.2, 4.7, 4.9, 4.11 and 4.17  
Section 5: Articles 5.3, 5.4 and 5.6  
Section 6: Articles 6.3 and 6.5a Section 10: Articles 10.8 and 10.10  
Appendixes: C8 and C9
3. In the following articles, the Local Consultative Body will retain its powers:  
Section 8: Articles 8.14  
Section 9: Articles 9.2, 9.3, 9.8 and 9.10  
Appendixes: C3, C7, C10, C11, D1, E1d and H2



## Appendix D

### Facilities for employees' organisations

#### Definitions:

SSCC : Foundation of Cooperating Central Agencies in COPWO

COPWO : Central Consultative Body for Staffing Affairs in Academic Education

#### Article D.1 Consultation with local employees' organisations

The parties agree that the applicable facilities in place for members of employees' organisations participating in the consultation with local employees' organisations within universities at the time this collective labour agreement (cao) takes effect, shall be continued in full.

#### Article D.2 Education, Culture and Science (OC&W) resources

1. Parties shall agree to come to an arrangement regarding means for facilities for employees' organisations at sector level.
2. This arrangement entails the following:  
The OC&W resources for employees' organisations remain available to the employees' organisations after they have been added to the lump sum of the institutions and are divided via SSCC at the end of each quarter. The amount to be decentralised is divided by the staff number of the universities as from 1 January and is included in the collective labour agreement (cao) as a basis for the annual contribution per employee. Indexation takes place on 1 January each year in accordance with the derived CBS consumer price index of the previous year. The same annual contribution applies per employee for those parties subject to the collective labour agreement (cao) for the Dutch Universities, unless the collective labour agreement (cao) parties agree otherwise.
3. Each year, SSCC submits an audit report to the universities.
4. If in the years to come employees of the University of Groningen or the University of Maastricht are collectively transferred to University Medical Centres, the VSNU shall be partly responsible to ensure that the employees' organisations (via SSCC) are not financially disadvantaged by this transfer.
5. This scheme shall take effect on 1 January 2006 and shall be automatically renewed as long as the decentralisation agreement on formulating employment terms for universities dated 1 June 1999 is in force.

#### Article D.3 Principles for local consultation

1. The starting point is that the representatives are employed by the relevant institution and may be supported and temporarily replaced by paid employees of the trade unions;
2. There should be real compensation of the individual participant at the level of the institution. Local agreement should be achieved in this regard;
3. Participants should experience no adverse effects as a result of these activities on their work, their career opportunities and their future prospects;
4. The number of representatives shall be permitted in the local consultation as is stipulated in the consultation protocol of the CAO;
5. Employers at the level of the institution shall provide the facilities that the trade unions reasonably require for the execution of their activities. This shall include that:
  - trade unions are able to hold meetings that relate to their activities during working hours and that representatives may attend such meetings; spaces shall be made available free of charge;

- members, including the trade union officials and the trade union consultants, are given the opportunity to maintain relationships with their colleagues – fellow members and potential members; and
  - upon introduction, new employees should receive the information adopted by the local consultation regarding the relevant trade unions.
6. The agreements in this article will be implemented at the institutions by 1 January 2019 at the latest.

## Appendix E

### Studies and other agreements

## Section 1 Studies

### E.1a Evaluation of vitality pact scheme

The parties to the collective agreement will be evaluating the scheme in the interim, prior to the end date of this CAO, as to its budget neutrality, its impact on recruitment and advancement and with regard to the work pressure. A final evaluation will take place before 1 July 2020

### E.1b Simplifying the cao rules surrounding reorganisation

The parties have noted that the employer and employee participation bodies regularly debate the definition of terms like 'reorganisation' and 'far-reaching consequences on legal status'. Consequently, efforts will be made to determine whether the regulations surrounding reorganisations can be simplified, taking account of case law with respect to the Works Council Act (WOR).

The parties to the collective labour agreement will continue the working group on the basis of equal representation so as to advise on the recommendation to achieve a clearer definition and application of reorganisation and organisational changes.

### E.1c Internationalisation

The parties will jointly examine the inclusion of an international section in the cao, including the possibility of a European pension for researchers.

### E.1d UFO evaluation

Many positions at the universities have undergone changes to their content and duties and/or continue to change in the years following the introduction of the University Job Classification System (UFO). This is, in part, related to external factors such as digitisation and the introduction of other practices and ways to deal with responsibilities. The parties to the collective agreement keep the UFO system current by carrying out periodic updates. In order to ensure that the UFO system should continue to align effectively with the multitude of changes within the organisation, the parties agree that a substantive evaluation is to be carried out of the UFO system during the term of this CAO, which will take into account the use of combined job profiles.

### E.1e Sectoral dismissal committee

The parties to the collective labour agreement agree that they will keep a close eye on experiences with the use of a sectoral dismissal committee at the higher professional education (HBO) level. With a view to the establishment of the next collective labour agreement, the extent to which the use of a sectoral dismissal committee is beneficial within our sector will be reviewed.

### E.1f Study into the possibility of having an ombudsman

In line with the study arrangement concerning the appointment of a counsellor/ombudsman as set out in the CAO-NU for 2016 - 2017, the CAO parties agree to monitor a pilot ombudsman in at least three universities and to evaluate the results of these pilots at the end of 2019. The parties to the collective agreement will decide whether it would be desirable to include an ombudsman for the staff at the universities in the CAO based on this evaluation.

### E.2 Intensification of the Systematic Personnel Policy

and utilising qualities is one of the pillars of HR policy at Dutch universities. To ensure this is done effectively and in good coordination, the parties have agreed to invest in intensifying the Systematic Personnel Policy (the so-called ISP approach). ISP pilots are being undertaken at the universities to review whether this approach is being implemented at all universities.

### E.3 Career prospects of post-doctoral researchers

The parties agree to conduct a study into improvement of the connection between a post-doctoral research period and the external labour market. The questions that must be answered include: what transferable skills are important, how can we offer those development opportunities and how can we realise a timely turnover of employees to ensure optimal alignment with the job market.

### E.4 Permanent employment subject to special provisions in relation to securing a research grant

The parties will conduct a study of experiences in this regard and into further opportunities available to convert temporary employment contracts of academic staff into permanent employment contracts subject to special provisions in relation to securing a research grant from the Netherlands Organisation for Scientific Research (NWO) or from another research council.

## Section 2 Other agreements

### E.5 Division and contribution of Resumption of Work (Partially Fit Persons) Regulation (WGA) premium

The parties have agreed that the employers will not exercise the option provided to them by the Social Insurance (Funding) Act to recover a maximum of half of the differentiated premium under the Return to Work (Partially Disabled Regulations) Regulations ('WGA') from the employee. Employers that are the own-risk bearers for the WGA will not use the possibility granted to them under the act referred to above to recover a maximum of half of the insurance premium from the employee's wages.

### E.6 Decentralised terms of employment funds

The parties to the collective labour agreement undertake to agree, in consultation with local employees' organisations, an allocation for a term of five years of the decentralised terms of employment funds at institution level. After this five year term has passed, a review will be carried out in consultation with local employees' organisations to determine whether this expenditure requires adjustment for at least a term of equal duration.

### E.7 Labour Market and Education (A&O) Funds

1. If the Minister decentralises the OC&W (Education, Culture and Science) contribution for the A&O Funds, parties agree that these shall be made available to a sector fund which is managed on the basis of equal representation.
2. The labour market contribution allocated to the SoFokleS A&O Fund shall be indexed on 1 January of every year in accordance with the derived CBS consumer price index of the previous calendar year.

### **E.8 Group insurance in case of insufficient utilisation of remaining earning capacity**

Every employer will offer its employees a group contract for insurance, to be taken out individually, that supplements the AAOP (ABP pension in the case of occupational disability). The premium for this insurance will be paid by the employee. Agreements made with local employees' organisations before 1 December 2007 shall remain in force.

### **E.9 University Job Classification system (UFO)**

If a new version of the UFO classification methodology incorporates a more suitable UFO profile for a position which was previously classified, the position may be re-classified. This is considered job classification maintenance. The new classification is valid as from that date, including any salary consequences arising from it. Other agreements, such as those made during the implementation of the UFO system, apply.

### **E.10 Public Servants (Standardisation of Legal Status) Act (WNRA)**

The parties to the collective agreement agree to set up a joint working group charged with making preparations, for the duration of this CAO, for all necessary amendments in the CAO for Dutch Universities as a result of the coming into force of the Public Servants (Standardisation of Legal Status) Act (WNRA) on 1 January 2020. The objective of this agreement is to have a CAO text drafted by 1 July 2019 at the latest in which all amendments in the CAO for Dutch Universities (and any other sector-specific regulations) have been incorporated in accordance with the WNRA. This will result in an interim amendment of the text of the CAO for Dutch Universities as of 1 January 2020 (unless an entirely new CAO text, including amendments, should be ready on that date).

### **E.11 Limiting flexible employment arrangements**

The parties have agreed that with effect from the 2015/2016 academic year, the parties will only use employment contracts, apart from ongoing contracts and situations in which there is a need for extra staff to clear incidental backlogs, and/or cases of illness, pregnancy leave and maternity leave. Temporary hiring is permitted in those cases. The remuneration in those cases shall be at least equivalent to the pay under the primary university terms of employment with regard to salary, holiday allowance and end-of-year bonus. This agreement does not apply to student assistants and students with a (part-time) job.

### **E.12 Improving the labour market prospects of researchers, doctoral candidates and lecturers**

1. The parties have agreed to improve the labour market prospects of researchers with a temporary employment contract. It has been agreed that time and training will be provided within their working hours to write grant applications. Similarly, researchers will be given adequate scope within their working hours to be able to obtain the required teaching qualifications if they are suited, in the employer's judgement, to a career as university lecturer, senior university lecturer or professor and also aspire to that position.
2. The parties have agreed to improve the employment market prospects of doctoral candidates. Doctoral candidates will be given the time within their employment to obtain the required qualifications for a continued academic career, or for career counselling and obtaining qualifications leading to broader labour market prospects. In addition, they will receive training in writing research applications.

Universities will work actively to provide from job-to-job guidance for doctoral candidates.

3. Opportunities to gain experience for students and newly qualified lecturers the parties wish to give graduates seeking to pursue a career in academia the opportunity to gain experience in the sector. Being a lecturer can be a first step in this regard. Newly qualified lecturers receive supervision and are given the opportunity to develop their teaching skills, for example by taking part in the University Teaching Qualification (Basis Kwalificatie Onderwijs, BKO) track.

### **E.13 Approach to work pressure and long-term employability**

According to the parties, employees feel that the work pressure and the pressure to perform have increased over the past few years. As stipulated in Article C.11 of the cao, when developing interventions targeted at work pressure and the pressure to perform, it is important that, as much as possible, relevant local circumstances are taken into account.

All Dutch universities have now drawn up a work pressure reduction action plan. These plans take the local circumstances at the university into account and leave room for an implementation that is appropriate to the requirements and circumstances within departments and faculties.

During the term of this CAO, universities will work on the execution and implementation of the work plans that have been drawn up, with an additional focus on long-term employability. In addition, the parties recommend that strategic personnel planning be used as a tool to ensure ongoing attention is paid to the qualitative development of employees and to quantitative staffing levels

### **E.14 Modification of local regulations at institutions**

If arrangements under the collective labour agreement require modifications of regulations at institutions, the parties can set the period within which these regulations must be modified in line with the arrangements under the collective labour agreement.

### **E.15 Remedy of the Return to Work (Partially Incapacitated Employees) Act (WGA)**

The parties agree that the amendment of the wage-related WGA benefit (Return to Work (Partially Disabled Persons) Act) will be remedied at the expense of the employer, starting 1 July 2017. Please see article 7.2 paragraphs five and six, of this CAO for more information.

### **E.16 Pension for income group above € 100,000**

The provision for the income group above € 100,000 and the associated release of pension contributions has been discussed in the Pensions Supervisory Authority (Pensioenkamer). It was decided to leave it up to the sectors themselves whether a provision will be formed for this. The parties to the collective labour agreement will enter into consultations on this subject at a time to be determined.

### **E.17 Occupationally disabled employees**

1. The parties have agreed that universities will fully implement the agreements reached as part of the Participation Act within the Association of Public Sector Employers (Verbond Sectorwerkgevers Overheid) on the number of jobs to be created per year. In accordance with the Participation Act,

- those agreements will be in addition to the current efforts.
2. To support universities in creating jobs for occupationally disabled jobseekers, suitable pay scales between 100 and 120% of the Minimum Wage Act are included in Appendix A.
  3. The parties have decided to jointly take the initiative to examine whether, together with the research institutes and the university medical centres, employment opportunities under the Sheltered Employment Act can be maintained and to create joint permanent jobs at the various organisations concerned.
  4. In line with the recommendations in the final report issued on this subject by the Employed Person's Insurance Administration Agency UWV and Maastricht University, efforts will be launched by 1 January 2015 at the latest to create permanent jobs for employees under the Invalidity Insurance (Young Disabled Persons) Act scheme, even if they are outside the definition of the Participation Act.
  5. The parties agree that they will continue to work on making the so-called job agreement ('banenafpraak') into a reality, among other things by providing ongoing support to the current Praktijknetwerk Participatiebanen ('Practical Network for Participation Jobs') under the aegis of the SoFoKleS partnership. Employers will keep employees' organisations updated on the state of affairs, and will discuss how any obstacles can be removed in the consultation with local employees' organisations.

#### **E.18 Utilisation of discretionary scope in the work-related costs scheme**

The employer shall ensure that the discretionary scope in the work-related costs scheme is utilised proportionally among its employees to the greatest possible extent.

#### **E.19 Temporary transitional scheme for unforeseen pension shortfall**

The parties have agreed to establish a transitional scheme for a specific group of employees who are faced with an unforeseen pension shortfall. This agreement is detailed in Article 17 of the BWNU and reads:

1. The person concerned born before 1 January 1955 who became entitled before 1 January 2014 to BWNU benefits until at least the month in which he or she reaches the age of 65 and the entitlement to which ends after the age of 65 without an ensuing entitlement to Old Age Pension under the General Old Age Pensioners Act is entitled to an allowance equivalent to the amount to which an old age pensioner living alone is entitled. This allowance will end when the state pension age is reached.
2. The allowance will be reduced by any income from work in accordance with the rules of the Unemployment Act and the Unemployment Act Income Decree.

## Appendix F

### Schematic overview of working week under vitality pact

The number of hours of the new working week and the annual leave balance in the Vitality pact are determined on the basis of the formula of article 6.17 paragraph 3c (and of paragraph 4c):

- The employees shall waive their right to all non-statutory leave and shall be able to claim 4 times the remaining number of working hours per week.
- This is increased by 1.6 (1.2) holiday hours a week because the new working week comprises four (three) working days of 8 hours. As such, their claim to leave amounts to 199 (149) holiday hours.
- This amount is reduced by the collective office closing days, established under article 4.7, paragraph 6, that coincide with the duty roster for this leave balance.

The following tables show what this means:

#### Variant A: 20 % extraordinary leave

Scope of current employment contract	Part-time factor for new working week (number of working hours)	Scope of new working week	Annual leave balance
1 Fte	0,80 Fte (30,4 hours)	32 hours	199 hours
0,9 Fte	0,72 Fte (27,36 hours)	28,8 hours	179 hours
0,8 Fte	0,64 Fte (24,32 hours)	25,6 hours	159 hours
0,7 Fte	0,56 Fte (21,28 hours)	22,4 hours	139 hours
0,6 Fte	0,48 Fte (18,24 hours)	19,2 hours	119 hours
0,5 Fte	0,40 Fte (15,2 hours)	16 hours	100 hours

Participation in variant A is not possible if scope is smaller than 0.5 FTE

#### Variant B: 40% extraordinary leave

Scope of current employment contract	Part-time factor for new working week (number of working hours)	Scope of new working week	Annual leave balance
1 Fte	0,6 Fte (22,8 hours)	24 hours	149 hours
0,9 Fte	0,54 Fte (20,52 hours)	21,6 hours	134 hours
0,8 Fte	0,48 Fte (18,24 hours)	19,2 hours	119 hours
0,7 Fte	0,42 Fte (15,96 hours)	16,8 hours	105 hours

Participation in variant B is not possible if scope is smaller than 0.66 FTE.

## Appendix G

### Possible effects of flexible working hours

## Appendix H Regulation on disputes

FTE - scope of the position (hours per week on average)	Flexible working options	Annual holiday entitlement
1 FTE (average working week 38.0)	40 hours	plus 96 hours
	38 hours	0
	36 hours	minus 96 hours
0.9 FTE (average working week 34.2)	36 hours	plus 86.4 hours
	34 hours	minus 9.6 hours
	32 hours	minus 105.6 hours
0.8 FTE (average working week 30.4)	32 hours	plus 76.8 hours
	30 hours	minus 19.2 hours
	28 hours	minus 115.2 hours
0.7 FTE (average working week 26.6)	28 hours	plus 67.2 hours
	26 hours	minus 28.8 hours
	24 hours	minus 124.8 hours
0.6 FTE (average working week 22.8)	24 hours	plus 57.6 hours
	22 hours	minus 38.4 hours
	20 hours	minus 134.4 hours

NOTE: With regard to accumulating holiday leave in the event of long-term illness, refer to Article 4.7, paragraph 11.1.

## Section 1 Collective disputes

### Article H.1 Settling disputes

1. The collective labour agreement (cao) parties shall submit any dispute arising between them with regard to the interpretation, application of or compliance with this agreement to an arbitration committee to be appointed by them.
2. Within the framework of this regulation, disputes relating to the interpretation, application of or compliance with this collective (cao) agreement include matters of general importance to the employment terms and legal status of staff employed by one or more institutions, including the special regulations in accordance with which the staff policy shall be pursued within one or more institutions.
3. With regard to the application of the provisions of this chapter, 'the parties' shall be taken to mean the VSNU, acting on behalf of one or more universities on the one hand, and the employees' organisations, individually or jointly, on the other.
4. Disputes shall only be submitted to the arbitration committee until the parties have jointly determined that attempts to reach an amicable agreement have been unsuccessful.
5. To this end, the party which, on the basis of facts or circumstances, believes that this agreement is not being properly explained or applied or not (sufficiently) complied with, shall inform the other parties involved in this collective labour agreement (cao) of its opinion in writing. The reasons on which this opinion is based shall be included.
6. The parties shall jointly determine in what way the dispute is going to be submitted to the arbitration committee.
7. Decisions by the arbitration committee are not binding.

### Article H.2 Disputes within institutions

1. In the event of a dispute regarding matters of general importance to the employment terms and legal status of staff employed with an institution, including the special regulations in accordance with which the staff policy within an institution shall be pursued, the dispute may be submitted to the collective labour agreement (cao) parties by one or more participants in the consultation with local employees' organisations.
2. An exception shall be made for matters which, pursuant to the provisions of the prevailing Higher Education and Academic Research Act, fall under the authority of the works council or an employee participation body within the meaning of the prevailing Higher Education and Academic Research Act.
3. Disputes shall only be submitted to the collective labour agreement (cao) parties when, in consultation with local employees' organisations, it has been established that attempts to reach an amicable agreement have been unsuccessful.
4. The parties are obliged to conduct further consultations within one month, after one or more participants in the consultation with local employees' organisations have submitted a dispute. During these consultations the content and form of the consultations with local employees' organisations shall be verified against what was agreed between the parties. During these consultations they shall also determine whether or not an amicable agreement is possible.

5. A dispute may only be submitted to the arbitration committee if within two months of the dispute being submitted to the parties in the prescribed manner it appears that finding a solution is beyond the parties' capacities. This decision may also be reached earlier by unanimous vote.
6. When submitting a dispute, the parties shall act pursuant to the provisions in Article H.1 paragraph 1 Appendix H.

### Article H.3 The arbitration committee

1. The arbitration committee as referred to in Article H.1 paragraph 1, Appendix H shall be called in by the parties the moment a dispute arises.
2. The committee is composed of equal numbers of representatives and comprises a chairman who is not affiliated to the university, four members and four substitute members.
3. The committee is set up for an indefinite period of time and is of a fixed composition. The majority of the committee members are not affiliated to any university. After a dispute has been submitted, the arbitration committee shall decide on a case within a reasonable term.
4. The members of the committee are appointed and dismissed during Consultation between Employees' and employer organisations of the collective labour agreement (cao) for the Dutch Universities. Members of the committee are appointed for a period of maximum 4 years with a possibility to extend that period once.
5. The committee records its procedures in its own by-laws. The dispute regulations can be consulted on [www.vsnu.nl](http://www.vsnu.nl).

## Section 2 Individual disputes

### Article H.4

In this regulation on disputes no separate provisions are made for individual disputes, being disputes between an employer and employee, regarding the interpretation, application of or compliance with the collective labour agreement (cao). The existing statutory provisions apply in these instances. The public universities are subject to the regulation on objections and appeals within the framework of the General Administrative Law Act, whereas the special universities are subject to proceedings in the Sub-district Court and the Appeals Committee, whether or not preceded by a (formal) regulation on objections.



## Appendix I

### CLA Followers

#### CLA Followers

1. This collective labour agreement applies to employees and institutions with whom a covenant has been concluded between the institution and the employees' organisations, unless the covenant is terminated in the interim.

Covenants were concluded on 1 January 2018 with the following institutions:

- a. The Stichting IHE Delft Institute for Water Education (IHE) in Delft
  - b. The Primary Education Council (Vereniging PO-Raad) in Utrecht
  - c. No longer applicable
  - d. No longer applicable
  - e. The Netherlands Institute for the Near East (NINO) in Leiden
  - f. University for Humanistics (UVH) in Utrecht
  - g. Nuffic in The Hague
  - h. Protestant Theological University (PthU) in Amsterdam
  - i. Royal Netherlands Academy of Arts and Sciences (KNAW) in Amsterdam as well as the Fryske Akademy in Leeuwarden
  - j. Centre for Research and Development of Education and Training (PLATO) in Leiden
  - k. Roosevelt Academy in Middelburg
  - l. Apeldoorn University of Theology (TUA) in Apeldoorn
  - m. Kampen Theological University (TUK) in Kampen
2. In the event of any changes with respect to institutions with which covenants were concluded, this appendix shall be adapted accordingly and published on the cao page of the VSNU website.

## Appendix J

### Miscellaneous

In addition to the text of the cao and the appendices included, the parties to the cao have concluded agreements that form part of the cao and can be found in separate appendices to the cao:

#### **J.1 University Job Organisation**

- a. The explanation relating to the application of University Job Organisation (UFO), including a guide to the automated organisation instrument.
- b. Objections Regulations regarding Job Organisation at Dutch Universities.
- c. The appendices referred to in a and b can be consulted on [www.vsnu.nl](http://www.vsnu.nl).

#### **J.2 Social security**

- a. Non Statutory Unemployment Scheme for Dutch Universities (BWNU).
- b. Sickness and Disability Scheme of Dutch Universities (ZANU).
- c. The schemes referred to in a and b can be consulted on [www.vsnu.nl](http://www.vsnu.nl).

#### **J.3 Ancillary activities**

- a. Sectoral scheme covering ancillary activities by those employed at Dutch universities, applicable both to employees and to the parties that are involved as listed under the scheme.
- b. The scheme referred to in a. can be consulted on [www.vsnu.nl](http://www.vsnu.nl).

## Appendix K

### Mobility allowance

**Table: Mobility allowance**

For example: A person with seven years of service who resigns in the fifth month of the employment protection term will receive six times the monthly amount in accordance with the salary table.

Month of employment Protection	Years of service											
	1	2	3	4	5	6	7	8	9	10	11	12 or more
1	5	6	7	8	9	9	10	10	11	11	12	12
2	4	5	6	7	8	8	9	9	10	10	11	11
3	3	4	5	6	7	7	8	8	9	9	10	10
4	2	3	4	5	6	6	7	7	8	8	9	9
5	1	2	3	4	5	5	6	6	7	7	8	8
6	1	1	2	3	4	4	5	5	6	6	7	7
7	1	1	1	2	3	3	4	4	5	5	6	6
8	1	1	1	1	2	2	3	3	4	4	5	5
9	1	1	1	1	1	1	2	2	3	3	4	4
10	1	1	1	1	1	1	1	1	2	2	3	3
11	1	1	1	1	1	1	1	1	1	1	2	2
12	0	0	0	0	0	0	0	0	0	0	1	1
13	0	0	0	0	0	0	0	0	0	0	0	0

## Appendix L

### Mobility and long-term employment

#### Mobility and long-term employment

Given that modern society is characterised by a rapid succession of professional, technological and social developments, it is more important than ever that we are able to respond to these changes in order to remain effective in our jobs. This requires a culture in which it is natural and logical for both managers and employees to keep developing their skills & knowledge throughout their career and stay mobile. Development and momentum is natural, logical and necessary.

These developments have brought about a shift in focus with regard to everyone's career within the academic community in general and in relation to permanent and long-term temporary employment contracts in particular. A new development-oriented career structure requires a work ethic that is geared towards lifelong learning, a broader interest in other positions and a more flexible attitude within permanent employment. Each employee must consciously develop their own attributes, talents, patterns and weaknesses with a view to taking the next step in their career. In this way, university employees will be able to continue to adapt to the continuous flow of innovations and changes that are part and parcel of working life in the modern age. It is on this basis that everyone is able to feel motivated time and again and is able to achieve the goals they have set themselves. These goals will often reflect the changes that the university itself is making or undergoing and which have been translated into its strategic staff policy. This new development-oriented career structure may not result in a greater administrative and regulatory burden or in an increased work pressure. The goal of achieving mobility takes into account appropriate recruitment and advancement opportunities, which do not endanger the continuity of the education, research and knowledge transfer initiatives.

The CAO-NU 2017-2019 will start explicitly embedding 'lifelong learning' in the career pathway of support and management positions. Long-term employability and mobility will be permanently increased as a result of limits being set to the performance duration of such jobs. In practice, this means that any support and management employee who currently has a permanent contract under the CAO for Dutch Universities, regardless of their role, will carry out that role for the duration of a predetermined period of no more than four to six years. During this period, the employee will carry out development activities that will allow them to take a next step following this period. In mutual consultation, it may also be decided that the employee will remain in the same post. The development initiatives focus on the employee's current role and/or on another role or position within or outside the university. Mature employment relationships entail that both the employee and the supervisor should take responsibility to ensure that the employee 'is or will be fit' to take on a subsequent role. This goes towards fostering the collective consciousness (or culture) in which it is normal and crucial for employees to continue developing their skills.

In order to ensure a successful transition to lifelong learning, a number of stimulating and binding agreements have been made.

- Each employee will, in principle, take part in a number of appropriate development initiatives each year. The key issue in this regard is the specific, targeted development activity that is undertaken, rather than the type of plan that is discussed with the line manager. An example of a suitable type of plan would be a development plan that states in what professional direction the employee wishes

to develop their skills, the proposed pathway to achieve this, the timeline and the resources required to achieve this goal. This development should focus on (a combination of) the employee's own field, another domain within the university or a position outside of the employee's university.

- The employer will facilitate the development process regarding matters such as determining the direction of the development and its execution. This will entail sketching out a future scenario for the department, providing support in setting up and implementing the development track and making a suitable development programme as well as sufficient financial resources available, among other things. The development days may be used for this.
- Employees' commitment to ongoing individual development is not optional, but rather should become a normal component of their professional performance and form part of the criteria of whether employees are performing 'adequately'. The development initiatives are an integral part of the results and development consultation (R&O), are revised each year and will frequently be a topic of conversation during work meetings.
- Employees who are to exercise a contiguous position within the university, within the context of internal mobility, will retain their salary (grade). In the event that the employee should advance to a more senior position, they will be compensated with the salary grade corresponding to that position.
- It is part of the line manager's duties to discuss development initiatives with their employee. The line manager should address this topic during the R&O consultation.
- Each university will be responsible for equipping the HR organisation accordingly and realising a transparent, internal job market, in order to ensure the permanent realisation of this new development-oriented career structure. If necessary, further agreements can be made in this regard in the local consultative body (LO) and employment conditions funds can be used for this purpose.
- In the discussion of development initiatives, explicit attention will be paid to ascertaining the (possible) effects on work pressure and how such effects can be addressed. If necessary, the line manager and the employee will make agreements regarding what duties can be deferred or (temporarily) transferred to others, with the key principle being that co-workers' work pressures should not be increased to an undesirable extent.
- This new method will come into force as of the start of the new academic year 2018/2019 and will be evaluated by the parties to the collective agreement in three years' time.
- Its progress will be monitored by the parties to the collective agreement, with any key developments, such as the availability of training budgets and sufficient drive towards retention of expertise, being discussed.

The development programmes are not only based on formal, traditional learning, but may also consist of a suitable and effective blend of learning methods. Furthermore, supervisors will more than ever have to be able to have development-oriented conversations and to create opportunities that lead to concrete development steps.

### **Implementation**

- Under this agreement, employees (existing population and new employees) will all have four to six years to work on their own specific mobility.
- The successful embedding of this agreement at the universities will require a continuous focus on bringing a change in mindset in practice. This includes:
  - o internal and cross-institutional media campaigns;
  - o coaching of employees, teams and line managers;
  - o the further implementation of initiatives in the field of strategic staff planning.

## Appendix M

### More career prospects and job security for junior lecturers and post-doctoral researchers

#### 1. More career prospects and job security for junior lecturers and postdoctoral researchers

##### 1.1 Introduction

The parties to the collective agreement jointly gave the theme of 'improved career prospects for junior lecturers and post-doctoral researchers' a prominent place on the agenda. This aspect primarily relates to the position of junior lecturers (Lecturer 3 and 4) and the post-doctoral researcher positions (Researcher 3 and 4). In academic careers, the close relationship between education and research is evident and guaranteed at the level of the individual. An academic career will run along the trajectory of Assistant Professor (UD), Associate Professor (UHD) and Professor. Permanent employment is an option in relation to such positions. With regard to junior lecturers and post-doctoral researchers, this relationship – and, as such, the career prospects for a permanent position – is far less present or even absent. For that reason, such positions are generally filled with temporary employment contracts. A key issue at the CAO negotiation table is with which agreements employers and employees wish to enrich these temporary positions to make them a worthwhile career stepping stone, in addition to making them professionally productive, interesting and challenging.

Recent graduates are often recruited for junior lecturer positions. For them, this is often their first real (temporary) job and, as such, an opportunity to take the first step in their career. It would be a sign of good employment practices to offer a group of these junior lecturers more employment security and career prospects on the labour market, inter alia by offering them a longer non-recurring fixed term contract. Such a contract would be for a period of four (to six) years, during which the employee would follow a professionalisation track, which would increase their employability and employment opportunities. This also makes the position more attractive, which makes it easier to attract talented employees. In addition, this goes to benefit the quality of the education provided (the employment of a recent graduate with a talent for ICT innovations at the faculty and for tutorial supervision illustrates this).

In the position of Researchers 3 or 4, post-doctoral researchers often carry out scientific research within projects that are financed through external funds. Similarly, they will often have no prospect of a permanent position in research. Nevertheless, to this group, it is likewise crucial that their long-term career prospects on the job market are improved.

The introduction of the Work and Security Act (WWZ) has restricted the opportunities available to employ junior lecturers and post-doctoral researchers through (consecutive) temporary employment contracts. This has resulted in better reflection prior to the recruitment of these groups of employees on the recruitment and selection strategy, the type of contract to be offered and the career opportunities on the job market.

This appendix contains a number of options designed to further improve the labour market prospects of a portion of this group in supplement of Article E.12 Improving the labour market prospects of researchers and doctoral candidates. It is also a further elaboration of Article E.1d of the collective labour agreement, with a view to achieving a further reduction in the percentage of brief (less than four years) temporary employment contracts.

## 2. Career prospects for junior lecturers and post-doctoral researchers

### 2.1 More career prospects for junior lecturers

The recruitment and selection of junior lecturers is often motivated by filling staff deficits resulting from a direct demand in education due to a rise in student numbers. The ad hoc filling of such vacancies with temporary, short-term employment contracts, involving little or no development opportunities or career prospects, makes applying for such positions less attractive to talented individuals with ambitions in the field of education. In a growing job market, in addition to being a hallmark of good employment practices, it is also useful to review these positions from that regard.

The following options provide opportunities to make junior lecturer positions more attractive and also to allow the talent of recently graduated individuals to be put to better use.

Lecturers who already have a temporary employment contract of less than four years hold the right of priority until 1 January 2020. Following the end of their contract, these lecturers will be entitled to resume the same teaching position based on a new (extended) temporary employment contract within the terms of Article 2.3, paragraph 1 of the CAO-NU.

#### Junior lecturers with teaching ambitions

In accordance with the provisions of the CAO, junior lecturers will be offered a longer non-recurring employment contract, for example, of four to six years, during which time is provided for additional training. A training and supervision plan is drawn up with the junior lecturer, which includes: mastering academic skills, didactic skills (obtaining the University Teaching Qualification (BKO)) and additional focus on the lecturer's personal growth and career development. In addition to their normal teaching duties, junior lecturers are also asked to make a contribution to educational innovations and to align with (educational) research in the department. Pay classification and possible advancement to a more senior position will take place in accordance with the University Job Classification System (UFO).

#### Junior lecturer/researcher with research ambitions

In this collective labour agreement, the parties will be introducing a combined junior lecturer-researcher position with a non-recurring fixed term employment contract of, in principle, six years. During this period, the employee will be expected to obtain the BKO and successfully complete their PhD. If, subsequently, a full-time position should become available, that employee will be offered a permanent position as an assistant professor. The (longer) fixed term employment contract allows the faculty to better absorb any fluctuations in education and teaching for a longer period in terms of quality. In addition, a longer employment contract can be used as a period to scout for talent to take up a career in research and academia. For the employee, this period increases their chances of an academic or research career, possibly even outside their own university. Furthermore, both variants provide employees with the possibility of advancing, for example, to higher professional education as a fully qualified lecturer.

#### Value of BKO to a teaching career elsewhere

For junior lecturers with a keen interest in a teaching career, in addition to the experience they gain

when teaching, obtaining their BKO provides them with the opportunity of advancing more easily to higher professional education (HBO) or getting admitted to a teacher-training programme for secondary education. Obtaining the BKO provides lecturers with the possibility, aside from the experience gained in their lectureship, to become a lecturer at a university of applied sciences. The BKO is comparable to the Basic Qualification Didactic Competence (BDB) and the competencies in the Basic Qualification Examination (BKE), which are required for lecturers at universities of applied sciences.

The universities are committed to making cross-sectoral agreements to allow these junior lecturers to be fast-tracked with regarding to obtaining their first level teaching qualification or their BDB by way of a tailored work placement pathway or an abridged teacher-training programme. Junior lecturers may additionally develop their skills by following the current 'module for teaching', which results in a limited second level teaching qualification and provides students with exemptions for their first level teaching qualification. This is in line with an initiative of the VSNU and the Dutch Council for Secondary Education (VO-raad), in which partnerships are forged with companies and large organisations in order to allow (supernumerary) employees to switch to education by offering them tailored work placement tracks. These qualifications should be obtained as much as possible within the employment of the university. Further agreements will be made in this regard between the line manager and the employee.

### 2.2 More career prospects for post-doctoral researchers

In addition to the provisions laid down in the CAO for Dutch Universities (Article E.12a of the CAO-NU), following (consecutive) fixed term employment contracts for a period of no more than four years or following a longer non-recurring contract, agreements can be made with post-doctoral researchers that benefit their employment security and career prospects in the long term. If this is desirable and/or deemed necessary in the view of the employer, the employee may be offered a permanent employment contract immediately, linked to an ongoing or recently acquired research project (the so-called employment subject to special provisions).

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