

*1 April 2022 - 31 March 2023*

# Collective Labour Agreement for Dutch Universities



## COLOPHON

Collective Labour Agreement for Dutch Universities,  
1 April 2022 - 31 March 2023  
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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 UNL website ([www.unl.nl](http://www.unl.nl)).

This translation of the Collective Labour Agreement for Dutch Universities from 1 April 2022 through 31 March 2023 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 April 2022 through 31 March 2023 is binding.

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*1 April 2022 - 31 March 2023*

# **Collective Labour Agreement for Dutch Universities**

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# Parties to and nature of the collective labour agreement

The parties to this collective labour agreement are:

The **Universities of the Netherlands**, 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**

**AOb**

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 9 June 2022. As such, they have agreed to a collective labour agreement on employment conditions effective from 1 April 2022 up to and including 31 March 2023, the text (including the appendices) of which reads as given below.

The Collective Labour Agreement for 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 industry level, and applies to 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 the institutional level.

# Preamble

## Recognition and rewards

University staff provide university education, carry out research and realise impact for the purpose of generating and sharing new scientific knowledge. All this is achieved by various means, including by finding answers to questions and issues relevant to society – both at present and in the future.

Societal and scientific challenges require more collaboration as well as a multi-disciplinary, high-impact and open approach to scientific and academic practice – in part based on Open Science. It is crucial that we ensure a system of recognising and rewarding employees, which is in line with these challenges, is in place. Appropriate recognition and rewards for employees, for their performance, both individually and within a team, will foster and support a health and inspiring working culture. Providing flexibility for differentiation within the researchers' careers is critical, particularly in relation to the opportunity of accentuating specific elements in people's individual careers and career phases when it comes to a focus on university education and teaching, research, impact, patient care and leadership. This must be combined with a greater degree of focus on teamwork and team spirit, which is essential to being able to retain our strength moving forward – including from an international standpoint. Achieving this will require a (cultural) sea change in both education and research and in collaboration in a broad sense.

The parties to the collective labour agreement emphasise the importance of this change, which will be implemented in part under the nationwide Recognition and Rewards programme. The primacy of the development and realisation of the envisaged change lies at the level of the institutions. The joint programme focuses on exploring, experimenting, inspiring, co-creation, sharing good practices and learning from one another. Where necessary, the innovations that have been developed will be embedded in, and strengthened by, sector-specific frameworks. At this stage, as part of the Recognition and Rewards programme, the parties will kick off with a periodic review and discussion of the development at a sectoral level. This is to ensure that preparations for the open exchange of ideas, and any necessary further translation to national frameworks, can take place in a manner that is fair and equal, as well as through effective mutual consultation and in conjunction with adjacent sectoral and intersectoral developments.

## Freely disposable working hours and monitoring private time

The workload at universities has been very high for a long time now. The parties to the collective labour agreement will continue to devote unflagging attention to the reduction of this workload. One way to achieve this is to ensure that employees have a sufficient number of freely disposable working hours. Amongst other things, this could involve the scheduling of as few appointments as possible, keeping email communication to a minimum and ensuring that employees have time to reflect, work without being distracted by the issues of the day and read documents at their own pace. Employees are entitled to breaks too. Besides reducing employee workload, it is vital that employee private time really is private time.

Therefore, the parties to the collective labour agreement have agreed that each university will ensure that employees have the freely disposable working hours they need. Various approaches are possible, including the introduction of weeks in which meetings and/or email communication are/is kept to a minimum, not scheduling any appointments at a certain time each day or facilitating variety in the work done by employees. The specifics of the above will be determined at institution level, in consultation with the Local Consultation. The parties to the collective labour agreement have also agreed that universities will monitor the private time of their employees.

Universities will report on their chosen approach to the consultation between UNL and employee organisations. Universities will do this in outline, to limit the administrative burden while still ensuring that it is clear to employees which measures their universities are taking. Universities will share best practices they use to combat workload – as part of consultations between the workload dossier holders from UNL and SoFoKleS, for example. Please see the UNL website for a list of best practices.

It will only be possible to reduce the workload at universities if employees are given a realistic set of duties. In other words, it must be realistically possible for employees to complete their duties in the agreed number of working hours. Transparent agreements need to be made about the ratio between education, research, knowledge transfer and other duties and about the workload standards applicable within each – for example, standards in respect of teaching duties, in which consideration is given to the teaching itself and also to lecture preparation and course development. For instance, universities could establish bandwidths for the ratio of education to research. It will also be important to allocate duties properly within a team. The set of duties must be determined at a local level as much as possible



# Chapter 1

# General clauses



# Section 1 Definitions and obligations

## Article 1.1 Definitions and abbreviations

### 1. Definitions

- a. Universities: the universities in Leiden, Groningen, Amsterdam, Utrecht, Delft, Wageningen, Eindhoven, Enschede, Rotterdam, Maastricht, Nijmegen, Tilburg, VU University Amsterdam and the Open University of the Netherlands in Heerlen;
- b. Institution: the university;
- c. Foundation: the Catholic University of Brabant Foundation in Tilburg, the Radboud University Foundation in Nijmegen or the VU Foundation in Amsterdam;
- d. Employees' organisations: the employee organisations that are a party to this collective labour agreement (cao);
- e. Employer: the university or the foundation.
- f. Employee: the person who is employed by a university or foundation;
- g. Employment contract: an employment contract with a university;
- h. 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;
- i. Permanent employment contract: employment contract for an indefinite period of time;
- j. Consultation between the employer and local employees' organisations: the local consultation with employees' organisations as laid down in the consultation protocol;
- k. 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);
- l. Full time employment: employment for 38 hours per week;
- m. 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);
- n. Hourly salary: 1/165th part of the monthly salary in case of full time employment (excluding holiday allowance and end-of-year bonus);
- o. Salary grade: a series of numbered salaries, included as such in Appendix A of this collective labour agreement (cao);
- p. Salary number: an indication, consisting of a number, which is given before a salary in a salary grade;
- q. Maximum salary: the highest amount in a salary grade;
- r. Remuneration: the sum of the salary and the bonuses the employee is entitled to pursuant to the provisions in Articles 3.12, paragraph 2, 3.13, 3.14, 3.17, or the bonus pursuant to the provisions in Articles 3.15, 3.24 to 3.26 unless it is established in advance that the bonus is granted for less than one year;

- s. 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;
  - t. Academic staff (wp): members of staff whose respective jobs are classified under the Education and Research job family of the job classification system;
  - u. 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;
  - v. Support and management staff (obp): members of staff not belonging to the academic staff category. Student assistants are also classed as support and management staff;
  - w. 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;
  - x. Two-Tier Entity Scheme: the scheme under Section 9.51 of the Higher Education and Academic Research Act, Bulletin of Acts & Decrees 1997, 117;
  - y. Parties: the collective labour agreement parties as described on the page with the title 'Parties to and nature of this collective labour agreement';
2. Abbreviations
- a. cao: the collective labour agreement of the Dutch Universities;
  - b. WAO: Occupational Disability Insurance Act;
  - c. WHW: Higher Education and Academic Research Act;
  - d. BWNU: Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum;
  - e. ZANU: Sickness and Disability Scheme of Dutch Universities;
  - f. ZW: Sickness Benefits Act;
  - g. WIA: Employment Work and Income (Ability to Work) Act;
  - h. WW: Unemployment Act;
  - i. BW: Dutch Civil Code;
  - j. UWV: Employed Person's Insurance Administration Agency;
  - k. 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**

1. 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 Foundation under the terms of the relevant Charter or Two-Tier Entity Scheme.
2. 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 April 2022 through 31 March 2023.
2. Unless notice has been given by one of the parties, this collective labour agreement shall be extended by one year on 1 April 2023.
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 f, 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 or university medical centre, that the scheme on employment conditions applying to the staff of that hospital shall apply.
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 established by the employer and amended in consultation with local employees' organisations, unless this collective labour agreement 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.

### **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.

### **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.
2. 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.
3. 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.

### **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 within reason to accept an offer from the employer for another 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 9.12 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 Code of Conduct to combat undesirable behaviour and the ombudsperson role**

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 complains 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. All universities introduced an ombudsperson role with effect from 1 July 2021. The parties have adopted a 'National framework for filling the university ombudsperson position' to this end (which can be found at [www.unl.nl](http://www.unl.nl)).

### **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 only perform ancillary activities with the approval of the employer.
3. Approval shall be given to perform ancillary activities outside of office hours, unless there are objective grounds justifying refusal to provide approval. Such objective grounds justifying refusal are in any case understood to refer to trust in academic integrity being damaged, protecting trade secrets, preventing conflicts of interest, the interests of the university being damaged, protecting the health and safety of the employees and infringements of the Working Hours Act.
4. The parties have established a sectoral scheme covering ancillary activities by those employed at Dutch universities. This scheme forms part of the collective labour agreement, 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.
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. whether an on-call contract has been entered into as referred to in Section 7.628a, paragraphs 9 and/or 10 of the Dutch Civil Code;
  - n. the other matters cited in Section 7:655, paragraph 2 of the Dutch Civil Code;
  - o. the statutory rules regarding the termination of the employment contract in accordance with Title 10 of Book 7 of the Dutch Civil Code with due observance of the derogations therefrom in Chapter 8 of this collective labour agreement;
  - p. any matters which the employer and the employee wish to regulate explicitly.
3. The copy of the employment contract or any amendment thereto is issued prior to commencement of employment or the amendment, if at all possible, but always within one month of this date, unless the amendment is the result of an amendment to a statutory regulation or this collective labour agreement.
4. The employer can provide an electronic copy instead of a hardcopy with the express consent of the employee.

## **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. Contrary to Section 7:652 paragraphs 4a and 5 of the Dutch Civil Code, 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 terminate the employment with immediate effect.
3.
  - a. Whenever this chapter refers to a maximum permitted 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.
  - 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 and 2.4.
4. Under Section 7:668a, paragraphs 5, 6 and 9 of the Dutch Civil Code, the provisions pertaining to the maximum term of successive employment contracts and the number of successive employment contracts and the provisions pertaining to successive employership are departed from in this collective labour agreement.
5. 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.
6. Paragraphs 1 and 3.a of this article and Article 8.6 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 employment contract for a specified period can be extended once by a maximum of three months, in accordance with the provisions of Section 668a(3) of Book 7 of the Dutch Civil Code.
5. This article does not apply to employees holding the position of professor for more than 0.2 FTE or the position of assistant professor or associate professor, unless an employment contract is entered into with this employee for a formally defined pathway toward permanent employment in a higher academic position as referred to in Article 6.6 of this collective labour agreement.
6. This article does not apply to employees holding a support or management position, with the exception of support and management staff as referred to in Article 2.3, paragraph 6(d) and (e), and paragraph 7.

### **Article 2.3 Term of the temporary employment contract**

1. A temporary employment contract can be offered to the employee. With effect from 1 January 2022, the key principle is that employees holding the position of professor for more than 0.2 FTE or the position of assistant professor or associate professor or a support or management position can be offered a temporary employment contract for a maximum term of twelve months. Upon proven suitability and continuation in the same position, a permanent employment contract is entered into immediately following this period. If such suitability cannot be established, or cannot yet be established due to illness, pregnancy leave, maternity leave or occupational disability, the temporary employment contract can be extended for a further maximum term of twelve months.
2. As stipulated in this chapter, contrary to paragraph 1, one or more temporary employment contracts may in some situations be entered into for a term of more than twelve months.
3. 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.
4. Contrary to paragraph 1, for employees newly employed by the employer in the position of professor for more than 0.2 FTE or in the position of assistant professor or associate professor, the term of one or more temporary employment contracts will be a maximum of 18 months.
5. For academic staff positions, with the exception of the positions referred to in paragraph 4 and contrary to the term stipulated in paragraph 1, a temporary employment contract may be entered into for, or extended up to, a maximum period of 36 months. For the following positions, however, a temporary employment contract may be entered into for, or extended up to, a maximum period of 48 months:
  - 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;
6. Contrary to paragraphs 1, 4, 5 and 7 of this article, a temporary employment contract may be entered into for, or extended up to, a maximum period of 36 months for the following positions:
- a. employees covered by the Participation Act (*Participatiewet*) as referred to in Article 3.5 paragraph 2, or who are listed in the national target group register and/or who are eligible for subsidies;
  - b. employees with an employment contract to replace an employee for reasons including illness, pregnancy leave, maternity leave, parental leave, occupational disability or internal secondment in the context of career development;
  - c. employment contracts, or extensions up to a maximum term of 48 months if permitted in paragraphs 5 or 7 of this article or up to a maximum of 36 months in other cases, based on the National Programme for Education project;
  - d. skills lecturers not employed in the primary process;
  - e. on-call workers;
  - f. student assistants as referred to in Article 10.1, paragraph 3, and;
  - g. trainees.
7. In the case of support and management staff positions for which the work to be undertaken:
- a. temporarily receives external funding, or where there is co-funding, contrary to paragraph 1 a temporary employment contract may be offered, which can be extended up to a maximum period of 48 months;
  - b. temporarily receives funding based on project funding whereby external expertise is required, contrary to paragraph 1 a temporary employment contract may be offered, which can be extended up to a maximum period of 36 months.
- 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. In the case of an employment contract as referred to under b, the project funding is stated in the employment contract.

8. a. Contrary to paragraph 1, 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 the commencement of the doctoral candidate's promotion process, the doctoral candidate can be offered an employment contract with a term of 18 months at most, in deviation from the provisions under a. Article 3.9, paragraph 3 applies in this regard.  
A maximum term of 12 months applies to employment contracts started before 1 January 2008.

#### **Article 2.4 Temporary extension and number of consecutive contracts**

1. 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 Article 2.3. In the event of an extension as referred to in Article 2.5 paragraph 1(a), contrary to Section 7:668a, paragraph 1(b) of the Dutch Civil Code, the contract may be extended for a third time provided the maximum term stipulated in Article 2.3 is not exceeded.
2. 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.
3. 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
4. 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. trainee design engineer (TOIO);
  - d. 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.



5. Article 2.3 paragraphs 1, 2, 4 to 7 and paragraph 1 of this article do not apply to the employee from the date he reaches entitlement to his personal old-age pension/retirement age. Contrary to the provisions of this Article, a temporary contract can be entered into with this employee 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 2.5 Extension of the employment contract due to the employee's circumstances**

1. On the employee's request, the employer may decide to extend the employment contract, provided that it does not exceed the maximum term referred to in the applicable paragraphs of Article 2.3, 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.
2. In addition to the previous paragraph, 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.
3. 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.

## Article 2.6 On-call workers

1. On-call workers within the meaning of this Article are taken to mean those who, at variable times to be determined by the employer, perform incidental work that falls within the general task of the unit concerned.
2. 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:

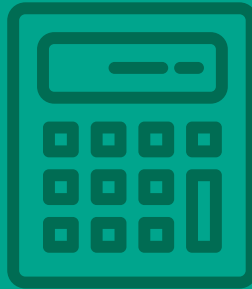
- a. ward attendants;
- b. positions in the hotel and catering industry;
- c. invigilators;
- d. pollsters;
- e. language, sports and music teachers;
- f. correctors;
- g. help desk staff and information officers;
- h. personal drivers;
- i. cloakroom attendants;
- j. students (not student assistants) who exclusively perform administrative and organisational activities.

## Article 2.7 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 Articles 2.3 and 2.4 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 Articles 2.3 and 2.4.
3. 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 shall result in the establishment of a permanent employment contract, unless it concerns a one-off extension of three months as referred to in Article 2.2a, paragraph four.
4. For employees who have reached state pension age, with due regard for the provisions of Article 2.4, paragraph 5, of this collective labour agreement, this Article shall only apply to temporary employment contracts that have been entered into subsequent to reaching state pension age.
5. The employment contract of academic staff who have been awarded a VIDJ grant shall be converted into a permanent employment contract on the condition that the BKO is attained within the time frames stipulated for this purpose.

# 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 3.12 through 3.15, 3.17 and Section 3 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 3.12 through 3.15, 3.17, 3.24, 3.26, or an amount as referred to in Article 3.11, 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 2.6, 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 Regulations Nationwide Commission Job Classification at Dutch Universities 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 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 3.14.

### **Article 3.7 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 3.8 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 3.7.

### **Article 3.9 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. Starting grades as referred to in Article 3.7 do not apply to the grade placement of a doctoral candidate.

### **Article 3.10 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 3.11 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, Table 4.2) to be determined by the parties, 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 3.12 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 3.13 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 3.14 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 3.15 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 3.12 to 3.14.

### **Article 3.16 Withdrawal of a bonus**

The employer may withdraw a bonus granted on the basis of Articles 3.12, 3.13 or 3.15 if the reason for having granted the bonus no longer exists.

### **Article 3.17 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 and allowances

### Article 3.18 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 10.8.

### Article 3.19 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 3.20 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 10.8.
3. The employee is entitled to a payment per home-working day and an internet allowance for working from home. The conditions applicable to and amount of this payment and allowance are stipulated in Article 6.17 and Appendix A section 5.

### Article 3.21 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 3.22 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.

### **Article 3.23 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 3.24 Allowance for work at unsociable hours**

1. The employer shall grant an allowance to the employee who is a member of the support and management 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.
3.
  - a. The above percentages shall be calculated on the basis of the maximum hourly wage stipulated in scale 7, step 10.
  - b. In the event that 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 3.25 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 3.24, 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 3.24 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 5 of this article.
4. If the employer grants an employee a new allowance, as referred to in Article 3.24, while a decreasing allowance is still in effect, the amount of the new allowance shall be subtracted from the decreasing allowance.
5. A significant interruption is understood to mean absence from the job other than sick leave for a period of longer than two months.
6. The employer can, in accordance with his own rules, grant an allowance to a particular group of employees aged fifty-five and older who have suffered a permanent reduction in pay because of the loss of an allowance under the meaning of Article 3.24.

### **Article 3.26 On-call and standby shifts**

1. The employer shall grant an allowance to an employee who is a member of the support 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 work is performed during an on-call or standby shift following a call out, the provisions in Article 3.27 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 be rounded up to the nearest half hour and a minimum of 2 hours' overtime shall be compensated;
  - b. every period of overtime that an employee on standby is called upon to work shall be rounded up to the nearest half hour.

### Article 3.27 Overtime

1. The employer shall grant an allowance to an employee who is a member of the support 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 compensation hours as referred to in Article 5.6, paragraph 2, equal to the duration of the overtime. In addition, the employer shall grant additional compensation hours based on the provisions of paragraph four. If the work does not allow the granting of compensation hours, financial compensation shall be awarded instead.
4. Such additional compensation hours 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.
8. If compensation hours are awarded for overtime carried out in the month of December that cannot be taken before the end of the calendar year, contrary to the provisions of Article 5.6, paragraph 2, these hours can also be taken in January of the next calendar year.

## 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 4.8.
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 4.5 Function-based contracts

1. An employer and a member of the academic staff or of the support and management staff in or above scale 11 may agree to conclude a function-based contract 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 the length of working time and working hours in Articles 4.2, 4.3 and 4.6 through 4.8;
  - b. the provisions relating to leave in Articles 4.13a through 4.25;
  - c. the provisions relating to the Individual Choices model in Articles 5.1, paragraph 4, 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".

Employees shall implement their working hours in such a way that their holiday hours are actually taken in the calendar year in which the entitlement to them arose.

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 4.23.



## Section 2 Holidays

### Article 4.6 Determination of holidays

The employee's holidays are determined with due observance of the provisions in this section, in deviation from Section 638 of Book 7 of the Dutch Civil Code.

### Article 4.7 Accrual and taking of holidays

1. In case of full-time employment of 38 hours, the number of holiday hours per calendar year shall be: 232 hours. The holiday entitlement consists of 152 statutory holiday hours and 80 non-statutory holiday 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. 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 3.24 and 3.26, and to the accrual of holiday during periods of unpaid leave. These (further) rules are subject to Article 10.8.
4. 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.
5. Following concurrence and consultation with local employees' organisations, the employer can appoint no more than seven days per year as collective days off, on which day the employee must take time off for the number of hours that they would have normally worked.
6. Following agreement from local employees' organisations, a maximum of 56 non-statutory 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.
7.
  - 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 for 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. The transferred statutory holiday hours become void six months after the last day of the calendar year in which the entitlement was obtained. With regard to the transferred non-statutory holiday hours remaining, within six months after the last day of the calendar year in which the entitlement was obtained, the employee shall reach 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 non-statutory 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 as referred to under d, the employer is entitled, following consultations with the employee, to determine periods during which the employee will take these transferred non-statutory holiday hours within 12 months after the final day of the calendar year in which these holiday hours were accrued.
  - f. The outcome of the provisions under b, c, d and e shall be approved by the employer in writing.
8. 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 case 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 as referred to in Article 5.6 shall remain in force, even if the term of

the agreement is exceeded in the period of long-term illness or occupational disability. The reduction of holiday hours or accrual of compensation hours under the agreement shall cease from six months after the first day of illness.

9. The employee who upon termination of the employment contract is still owed accumulated holiday entitlements is entitled to a cash payment up to an amount of their remuneration (including holiday allowance and end-of-year bonus) over a period equal to the entitlement.

## Section 3 Leave other than holidays

### Article 4.8 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 4.9 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 4.10 Leave in accordance with the Work and Care Act (Wet arbeid en zorg)**

1. Pre- and post-natal maternity leave, adoption leave, foster care leave, additional post-birth 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 4.24.
2. The (further) rules as referred to in paragraph 1 under c are subject to Article 10.8.

#### **Article 4.11 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 4.12 Adoption and foster care leave**

1. An employee is entitled to six 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 4 Parental leave on continued partial payment of wages**

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

The provisions of this Section concern the entitlement to parental leave on partial pay over part of the statutory entitlement to parental leave as stipulated in the Work and Care Act. 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 4.14 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 Key Register of Persons 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 4.15 Scope of the continued partial payment of wages**

1. The maximum number of hours of leave for which the employee is entitled to continued partial payment of wages is 13 times the weekly working hours.
2. Paragraphs 2 – 5 no longer applicable.

### **Article 4.16 Conditions regarding entitlement to parental leave on continued partial payment of wages**

1. No longer applicable.
2. An employee is entitled to parental leave for children under the age of eight.
3. An employee who works outside the Netherlands is entitled to leave unless compelling business or departmental reasons dictate otherwise.
4. Any weeks of parental leave on continued (partial) payment of wages taken to care for the same child while working for another employer will be settled with the entitlement to parental leave on continued partial payment of wages as referred to in this section.
5. Until 1 August 2022, the entitlement to parental leave on continued partial payment of wages is subject to the condition that the relevant employee must have been employed for at least a year.

### Article 4.17 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 employee's desired arrangements for taking the leave 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 that the leave is divided into several periods, paragraph 4 under b, the first three paragraphs of this article shall apply to each individual period.

### Article 4.18 Financial and other consequences

1. As of 1 August 2022, the employee shall retain 70%<sup>1</sup> of his total remuneration over the hours of leave when taking leave in the period until the child's first birthday and 62.5% of his remuneration when taking or continuing leave in the period between the child's second and eighth birthday. In the case of adoption of foster care, the employee shall retain 70% of his remuneration<sup>1</sup> when taking leave in the first year following the actual adoption or placement as a foster child and 62.5% when taking leave in the period between the second and eighth year after the actual adoption or foster placement.
2. Only statutory holiday hours shall be accrued over the hours of the parental leave.
3. Any commuting allowance and reimbursement for working from home in accordance with Section 5 of Appendix A shall be adjusted proportional to the actual working days.
4. Except in the case of an approved request as referred to in Article 4.19 paragraph 2, the parental leave shall not be suspended during illness or disability, this not including pre- and post-natal maternity leave, and the pay for the hours of leave shall continue to be 62.5 % or 70% of the total remuneration.
5. Until 1 August 2022, if an employee hands in his notice within six months of the end of the parental leave on partial pay or during this leave before 1 August 2022, or if his employment is terminated due to circumstances attributable to him, he shall be obliged 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.

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<sup>1</sup> Net of the statutory benefit for paid parental leave from the Employee Insurance Agency (UWV)

7. By way of derogation from paragraph 1, until 1 August 2022, if an employee takes leave in the period before the child's first birthday, he shall receive continued payment of wages of 62.5% of his total remuneration.
8. From 1 August 2022, the employee shall receive 70% of his remuneration for any remaining portion of the partially paid leave within the period before the child's first birthday or in the first year after the actual adoption or foster placement.

#### **Article 4.19 Cancellation or change**

1. The employer will grant a request made by the employee not to take or not to continue the leave due to taking:
  - a. pre-natal and post-natal maternity leave as referred to in Article 3:1, paragraph 1,
  - b. the leave referred to in Article 3:1a, paragraphs 1 or 4, or
  - c. adoption leave as referred to in Section 3:2, paragraph 1, of the Work and Care Act.In that case, the entitlement to leave with continued partial payment of wages shall be suspended. The employer is not required to follow up on the request until four weeks after the request.
2. Contrary to paragraph 1, the employer can refuse a request made by the employee not to take or not to continue the leave due to unforeseen circumstances if there are compelling business or departmental reasons for doing so. If the employer grants the request, the entitlement to leave shall be suspended. The employer is not required to follow up on the request until four weeks after the request.
3. In the event that the leave is divided into several periods, the first two paragraphs of the article shall apply to each individual period.

#### **Article 4.20 Hardship clause**

In the cases not provided for by Articles 4.13 to 4.19, inclusive, or in which these articles have an apparently unreasonable effect, the employer can come to a special arrangement with the employee.

## Section 5 Other leave, including sabbatical leave

### Article 4.21 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 4.22 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 birth 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.
4. The Work and Care Act applies to the right to continued payment of wages in case of birth leave.

### Article 4.23 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 4.24 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 10.8.

#### **Article 4.25 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.

# 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. non-statutory 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 (e).

## Article 5.4 Targets

1. The employee may choose from the following targets in time and money:
  - a. extra non-statutory holiday hours;
  - b. targets agreed in accordance with the local consultative body;
  - c. additional income, with a maximum amount equal to 38 holiday hours per financial year;
  - d. additional accrual of ABP ExtraPensioen, in accordance with the ABP pension scheme;
  - e. 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 three and no more than five years, 72 extra non-statutory holiday hours and/or compensation hours as referred to in Article 5.6, paragraph 2 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 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 and/or compensation 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. Employees are entitled to flexible working hours, unless business interests do not allow for this option or they participate in the Vitality Pact scheme as referred to in Articles 6.13 through 6.16.
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 compensation 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 are included in Appendix G. The compensation hours worked additionally are deemed to have been taken in the calendar year in which they arose. The hours worked less are deducted from the holiday entitlement in the calendar year concerned. A maximum of 72 compensation hours can be used each year for the purpose of accumulating leave over several years as referred to in Article 5.5 of the collective labour agreement.
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.

## **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 examination.
2. A 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 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 medical examination. These further rules are subject to Article 10.8.

## 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, employees with a migration background 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.
5. When recruiting assistant professors, in the framework of good career policy, priority will be given to existing lecturers and researchers who have obtained their doctorates. After employees as referred to in Article 9.13, they will have preferential status as internal candidates in the event of equal suitability.

## Article 6.6 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, in accordance with Article 2.2a, paragraph 4, and Section 7:668a of the Dutch Civil Code, by a temporary period of a maximum of three months.
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 8.6 shall apply.
6. The employer may establish further regulations in consultation with local employees' organisations.

## **Article 6.7 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 6.8 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 6.9 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 6.10 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 provides the employee with the necessary facilities in this respect, such as reimbursement of study costs and travel expenses. Studying or following a training course shall be counted as working hours and, if possible, will take place during working hours.
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 necessary facilities in this respect, such as reimbursement of study costs and travel expenses. Studying or following a training course shall be counted as working hours and, if possible, will take place during working hours.
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 the study or training course contributes to the employee's career development.

6. There shall be no obligation to repay costs for a compulsory study or training course or for any study or training course related to the employee's position, and no requirements may be established regarding the facilities to be made available. The employer may only establish a repayment obligation and/or requirements regarding the facilities to be made available for the other cases cited in paragraph 5. The employer may lay down additional rules regarding the provision of facilities as referred to in paragraph 5.
7. The (additional) rules as referred to in paragraph 6 are subject to Article 10.8.

### **Article 6.11 Mobility and long-term employability of support and management employees**

With effect from the 2018/2019 academic year, a 'life-long learning' long-term development of support and management positions was explicitly embedded in the collective labour agreement. It is important that employees are enabled to take control of their own long-term development. To this end, each year the employee carries out selected activities focusing on professional development and/or a career step with support from the line manager/organisation.

1. Each employee will, in principle, take part in a number of development initiatives. The employee specifies which development initiatives he wants to develop and discusses this with his line manager. The professional direction in which the employee wants to develop; the proposed pathway to achieve this, the timeline and the resources required to achieve this goal will then be determined in mutual consultation between the employee and the line manager.
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 and making available sufficient financial resources appropriate to this, among other things. The development days, as referred to in article 6.10, 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. It is part of the line manager's duties to discuss development initiatives with their employee.
4. Employees who are to hold a different position within the same university will retain their salary scale. 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.

### **Article 6.12 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 temporary employment contract of 4 years or more in accordance with Article 2.2a of this collective labour agreement.

1. In accordance with the provisions of the CAO, junior lecturers will be offered a longer employment contract, for example, of four to six years, during which time is provided for development and 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 temporary employment contract of, in principle, six years. During this period, the employee will be expected to obtain the BKO and successfully complete their doctoral programme.
3. The two qualifications referred to in paragraph 2 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 Vitality pact scheme**

### **Article 6.13 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, i.e. their 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 in this respect.
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 non-statutory leave as referred to in Article 4.7, paragraph 1, and shall be able to claim five times the remaining amount of working hours per week, plus 1.6 holiday hours per week because the new working week comprises four working days of eight hours. As such, their

claim to leave amounts to 228 holiday hours. This leave balance is reduced by the collective office closing days, established under Article 4.7, paragraph 5, which coincide with the duty roster.

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 non-statutory leave as referred to in Article 4.7, paragraph 1, and shall be able to claim five times the remaining amount of working hours per week, plus 1.2 holiday hours per week because the new working week comprises three working days of eight hours. As such, their claim to leave amounts to 171 holiday hours. This leave balance is reduced by the collective office closing days, established under Article 4.7, paragraph 5, which coincide with the duty roster.
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 3 of the collective labour agreement, with the exception of Article 3.18 of the collective labour agreement, will be based on 85% of the salary under the four-day variant and 70% under the three-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 is permitted.

### **Article 6.14 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 6.15 Terms of participation**

1. Employees will be able to participate in this scheme until the end of the employment, but no later than until the 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 6.13.
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 B11 and B12 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 6.16 Hardship clause**

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.

## **Section 3 Hybrid working**

### **Article 6.17 Frameworks for hybrid working**

The following frameworks form the starting point for hybrid working:

1. Hybrid working is a possibility for employees, not a right.
2. Employees will work at the location where they are most effective (and happy), with the consent of their managers.
3. Individual working agreements and other agreements will be made between employees and their managers, with due observance of the frameworks set out in this article. Instructions for this can be found in the SoFoKleS report entitled 'Hybride werken in het WO' (Hybrid working in research universities), which can be found at [www.unl.nl](http://www.unl.nl). Managers will also endeavour to facilitate hybrid working, via hybrid meeting facilities, for example.
4. If the employee uses a home office, the employee and the employer will be responsible (and the employer will have a power of inspection) for the home office, based on health and safety laws and regulations.
5. The employer can opt to provide, or provide access to, everything needed for a home office or to provide an allowance for this purpose: on a reimbursement basis, for example. An allowance will only be possible if the employer is able to assess whether a home office meets the requirements of health and safety laws and regulations.
6. The employer can make an adapted agreement with employees who do not live in the Netherlands, taking their tax and social security situation into consideration.



# 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 ABP pension scheme retirement calculation 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 3.6 of the ABP pension scheme rules and regulations. In this collective labour agreement, the pension computation age is defined as the pension aged used by the General Pension Fund for Public Employees (*Stichting Pensioenfonds ABP*) to determine the pension contribution and to calculate the employee's future pension. 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 through 13 and 16 through 18 of ZANU equally apply to the former employee as referred to in paragraph 2, except in case 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**

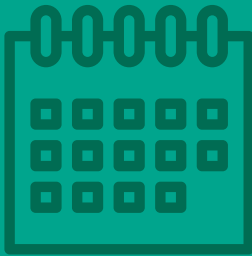
1. In the event of full or partial unemployment, the (former) employee as referred to in Article 7.1 paragraph 1, may claim benefit in accordance with the Unemployment Act (WW), provided that he fulfils the requirements of the WW, as well as an ex gratia payment in accordance with the Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum (BWNU), provided that he fulfils the BWNU requirements.
2. In case of unemployment, former employees other than those referred to in paragraph 1 fall under the statutory employee insurance schemes.
3. During the term of this collective labour agreement, the parties shall make no changes to the BWNU except for the provisions in paragraph 4 below.
4. The parties shall consult further in accordance with the provisions of Article 18 of the BWNU, regarding changes resulting from adjustments in the relevant legislation.
5. This article does not apply to employees who have reached the state pension age.

### **Article 7.4 Death benefit**

1. Following the death of an employee, their remuneration as well as any compensation hours for the current calendar year not yet taken shall be paid out up to and including the last day of the month in which they 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 paragraph 8, payment shall be made to the remaining relatives as referred to in Section 674 of Book 7 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 413 and 414 of Book 1 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.
8. In this collective labour agreement (cao), the term 'widow' or 'widower' also refers to a partner with whom an unmarried employee lives as a registered partner (Section 1:80a of the Dutch Civil Code) or in any other sense and with whom they, with the intention of living together for a prolonged period, maintain a common household on the basis of a notarised partnership contract in which their mutual rights and obligations are specified. 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.

## Chapter 8

# Termination of the employment contract



## Article 8.1 Notice of termination

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, 3, 4, 8 and 9 of the Dutch Civil Code, the notice period for the employer and the employee shall represent a term of:
  - a. three months if at the beginning of the notice period the employee has been employed for a continuous period of twelve months or more;
  - b. two months in all other cases;
  - c. by way of derogation, one month for employment contracts that are entered into after the employee has reached the state pension age.
3. An employment contract for a specified period can be prematurely dissolved by the employer and the employee with due observance of the applicable notice periods as referred to in paragraph 2. By way of derogation, the notice period shall be one month if the employee has been employed for a continuous period of less than six months at the time when notice is given.
4. The employment contract shall terminate by operation of law on the day the employee reaches the state pension age.
5. The employer cannot terminate a permanent employment contract or prematurely terminate a temporary employment contract 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%.

## Article 8.2 Employer notification obligation

1. 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 668, paragraph 3, of Book 7 of the Dutch Civil Code shall apply, for which purposes wage is to be read as salary.

2. 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, they are obliged to report their 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 one week of becoming unemployed, without prejudice to the other provisions of the Unemployment Act and the Unemployment Regulation of the Dutch Universities relating to the obligations of the relevant employee. This provision does not apply to employees who have reached the state pension age.

### **Article 8.3 Outsourcing and unbundling**

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

### **Article 8.4 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.

### **Article 8.5 Transition payment**

1. Employees of universities for whom:
  - 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:669, paragraph 3a, of Book 7 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) 2020 will not be owed a transition payment.
2. If the employee referred to in paragraph 1 waives the right to these subsequent BWNU benefits in writing prior to dismissal, he/she will still be entitled to the transition payment.
3. This article does not apply to employees who have reached the state pension age.

### **Article 8.6 Redeployment efforts on termination of a temporary employment contract**

When terminating temporary employment contracts other than due to the resignation of the employee, the employee having reached state pension age or during the probationary period within the meaning of Article 2.2, paragraph 2, the employer has an obligation to make efforts to redeploy the employee within the meaning of Section 72a of the Unemployment Insurance Act (*Werkloosheidswet*) and to improve the employee's position in the labour market. 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.

# Chapter 9

# Reorganisations



# Section 1 Reorganisation

## Article 9.1 Concept of reorganisation and organisational change

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, in which compulsory redundancies are anticipated.

However, organisational changes in which forced redundancies are ruled out do not fall under the definition of 'reorganisation' within the meaning of this chapter and the provisions of this chapter do not apply to such changes. Local agreements will be reached on how local employees' organisations and the relevant representative advisory body will be informed of such organisational changes and how they will be discussed.

Definitions in the research universities' local reorganisation codes or regulations must be amended accordingly on the basis of Article 10.7 of this collective labour agreement by 1 January 2022. If the required amendments are not made by this date, the definitions of the terms 'reorganisation' and 'organisational change' will be those laid down in this Article and Article 10.8 of this collective labour agreement will not apply.

## 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 a general schedule;
  - 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**

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.

## **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 through 1d and Article 9.9, paragraphs 9.10 through 9.14 do not apply to employees who have reached the state pension age.

### Article 9.9 Mobility allowance

1. The employee who receives written notification of his potential dismissal owing to reorganisation, as referred to in Article 9.10, 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 9.10 Employment protection period

1. Until 1 July 2023, the employer shall for a period of 10 months not terminate by giving notice the employment contract of an employee who on the basis of a reorganisation is subject to potential dismissal. Paragraph 3 shall not apply to proposed reorganisations that were announced before 1 August 2021;
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;
3. From 1 July 2023 to 31 December 2024, the period referred to in paragraph 1 shall be seven months; with effect from 1 January 2025, this period shall be three months.
4. Contrary to paragraph 3, for employees who have been employed for more than 15 years on commencement of the period referred to in paragraph 2, and who are 5 or less years away from state pension age this period shall be eight months.
5. The employer may terminate the employment contract with due observance of the notice period and the employment protection period. Contrary to Article 8.1 of this collective labour agreement, a notice period of four months shall apply from 1 July 2023 to an employee who is dismissed due to reorganisation and who has been employed by the employer for at least 15 years at the start of the notice period.

## Article 9.11 Study on suitable work

During the period of protection against dismissal as referred to in Article 9.10 until termination of the employment contract, the possibilities of re-employment in suitable work within or outside the university shall be carefully studied. Article 9.12 applies in this case.

1. If an employee is faced with dismissal during a reorganisation due to the termination of their position and they are declared redundant, they will be released from all of their own duties with effect from the time of receiving written notification of their potential dismissal as referred to in paragraph 2 of Article 9.10. At that point, the employer and employee will begin redeployment efforts aimed at a work-to-work pathway within the employment protection period. If redeployment is not possible, efforts as referred to in Section 72a of the Unemployment Insurance Act (*Werkloosheidswet*, WW) will be continued in the post-employment reintegration phase. 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 9.12 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 9.12.

### **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. The employee is entitled to a market-level professional support budget for job-to-job guidance. This support may also be carried out by an internal mobility centre.
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 9.11, the provisions geared to the personal situation as referred to in paragraph 1, as well as the provisions of paragraph 4, shall lapse. On that occasion, the employment contract may be terminated before the end of the employment protection term as referred to in Article 9.10, with due observance of the notice period.
4. 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.

## 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 10.8.
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 3.3, 3.5, 3.12 through 3.14, 3.17, 3.20, 6.10, 8.2 and 8.6 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 university 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 Medical Centre and the university, the Board of Directors of the University Medical Centre and the Board of Governors of the university 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 medical centres;
- c. the way in which the liability insurance is regulated.

## Section 3 General

### Article 10.7 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 10.8 (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.

### Article 10.9 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 April 2022 through  
31 March 2023

## Section 1 Salary development

Within the framework of the Collective Labour Agreement for Dutch Universities from 1 April 2022 through 31 March 2023, the following has been agreed with regard to salary development:

On 1 July 2022, the salaries of university employees who are employed by a Dutch university will receive a general increase of 4.0%. This salary increase will be paid no later than August 2022.

In addition, university employees<sup>1</sup> who are employed full time by a Dutch university on 1 July 2022 will receive a one-off lump sum payment of €400 gross no later than August 2022. University employees who are employed part time will receive a pro rata amount.

University employees<sup>1</sup> who are employed by a Dutch university on 1 July 2022 and who receive the minimum wage applicable to the university sector (€14 as of 1 July 2021) will receive a one-off lump sum payment of €750 gross based on full-time employment.<sup>2</sup> University employee who are employed part time will receive a pro rata amount.

## 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.

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1 With the exception of claimants, on-call workers, trainees, and employees on minimum wage or minimum youth wage (including employees with an occupational disability who are employed under the provisions of the Participation Act). Employees in young workers' pay scales will be paid the one-off lump sum payment in proportion to their scale amount. If employees are receiving a benefit under the Invalidity Insurance (Young Disabled Persons) Act (*Wet arbeidsongeschiktheidsvoorziening jonggehandicapten, Wajong*), the employer will be able to decide not to make the one-off lump sum payment if this is in the best interest of the employee in question.

2 Trainee design engineers (TOIOs) will receive a one-off lump sum payment of €750 gross based on full-time employment.

## Section 3 Percentages and amounts of employees' insurances and pensions<sup>3</sup>

In 2022, 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	Employee
<b>Pension</b>				
Old Age and Survivor's Pension (OP/NP)	14,850.00	n.a.	17.97%	7.93%
Early retirement transitional premium VPL	n.a.	n.a.	3.00%	0.00%
Disability Pension (AOP)	22,350.00	n.a.	0.35%	0.15%
<b>Employee insurance schemes</b>				
Occupational Disability (WAO/WIA), including childcare	n.a.	59,706.00 per year 228.76 per day	7.55%	n.a.
Government Implementation Fund (UFO)	n.a.	59,706.00 per year 228.76 per day	0.68%	n.a.
Healthcare Act (Zvw)	n.a.	59,706.00 per year 228.76 per day	6.75%	n.a.

### Sources:

**ABP Premium Table 2022:** [https://www.abp.nl/images/Premietabel\\_2022.pdf](https://www.abp.nl/images/Premietabel_2022.pdf)

### Social Security Contributions Newsletter 2022:

<https://download.belastingdienst.nl/belastingdienst/docs/bijlage-nieuwsbrief-loonheffingen-2022-lh2091b22fd.pdf>

<https://wetten.overheid.nl/BWBR0045845/2022-01-01>

<sup>3</sup> These percentages and amounts are included for information purposes only; they are not part of the collective labour agreement provisions

## 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 1 July 2022**

Salary scales as from 1 July 2022												
step	1	2	3	4	5	6	7	8	9	10	11	
0	2,402	2,402	2,402	2,402	2,402	2,402	2,471	2,818	3,098	2,960	3,974	
1	2,402	2,402	2,402	2,402	2,402	2,402	2,541	2,960	3,247	3,098	4,123	
2	2,402	2,402	2,402	2,402	2,402	2,402	2,679	3,098	3,413	3,247	4,257	
3	2,402	2,402	2,402	2,402	2,402	2,541	2,818	3,247	3,557	3,413	4,391	
4	2,402	2,402	2,402	2,402	2,471	2,611	2,889	3,336	3,703	3,557	4,522	
5	2,402	2,402	2,402	2,402	2,541	2,679	2,960	3,413	3,839	3,703	4,670	
6	2,402	2,402	2,402	2,471	2,611	2,748	3,026	3,483	3,974	3,839	4,814	
7		2,402	2,471	2,541	2,679	2,818	3,098	3,557	4,123	3,974	4,955	
8			2,541	2,611	2,748	2,889	3,171	3,636	4,257	4,123	5,093	
9			2,611	2,679	2,818	2,960	3,247	3,703		4,257	5,234	
10				2,748	2,889	3,026	3,336	3,764		4,391	5,366	
11										4,522	5,439	
12										4,670		
13												
14												
15												

### Jobgrades

	12	13	14	15	16	17	18	H2	H1	P	SA	TOIO
	4,814	5,506	5,784	6,272	6,794	7,362	8,087	6,099	6,794	2,541		2,089
	4,955	5,648	5,924	6,445	6,977	7,597	8,343	6,272	6,977	2,960		
	5,093	5,784	6,099	6,618	7,168	7,840	8,607	6,445	7,168	3,098	2,402	
	5,234	5,924	6,272	6,794	7,362	8,087	8,881	6,618	7,362	3,247	2,402	
	5,366	6,099	6,445	6,977	7,597	8,343	9,168	6,794	7,597		2,611	
	5,506	6,272	6,618	7,168	7,840	8,607	9,455	6,977	7,840			
	5,648	6,445	6,794	7,362	8,087	8,881	9,757	7,168	8,087			
	5,784	6,618	6,977	7,597	8,343	9,168	10,069	7,362	8,343			
	5,924	6,702	7,168	7,840	8,607	9,455	10,390	7,597	8,607			
	6,099		7,362	8,087	8,881	9,757	10,721	7,840	8,881			
	6,181							8,087	9,168			
								8,343	9,455			
								8,607	9,757			
								8,881	10,069			
									10,390			
									10,721			

**Table 4.2 Youth salary scales and minimum holiday allowance as from 1 July 2022**

Leeftijd	1	2	3	4	5	MVU
15	1,201	1,225				96.08
16	1,201	1,225	1,250	1,275		96.08
17	1,201	1,225	1,250	1,275	1,326	96.08
18	1,441	1,470	1,499	1,529	1,590	115.30
19	1,681	1,715	1,749	1,784	1,855	134.51
20	1,922	1,960	1,999	2,039	2,121	153.73
>21	2,402					192.16

**Table 4.3 Salary scales for occupationally disabled employees per month (100–120% of the Minimum Wage Act (*Wet Minimumloon*) within the context of the Participation Act (*Participatiewet*)**

Minimum wage as from 1 July 2022	per month
Aged 21 and older (100%)	€ 1,756.20
Aged 21 and older (105%)	€ 1,844.01
Aged 21 and older (110%)	€ 1,931.82
Aged 21 and older (115%)	€ 2,019.63
Aged 21 and older (120%)	€ 2,107.44

**Table 4.4 Minimum youth wages as from July 2022<sup>4</sup>**

Age		per month
20 years	80,0%	€ 1,404.95
19 years	60,0%	€ 1,053.70
18 years	50,0%	€ 878.10
17 years	39,5%	€ 693.70
16 years	34,5%	€ 605.90
15 years	30,0%	€ 526.85

**Sources:**

<https://www.rijksoverheid.nl/onderwerpen/minimumloon/bedragen-minimumloon/bedragen-minimumloon-2022>

<sup>4</sup> The presented minimum wages adjust to the legal minimum wages.

## Section 5 Payment for working from home

On 1 August 2021, the parties to the collective labour agreement made agreements about a payment for working from home with effect from 1 September 2021.

To limit the administrative burden as much as possible, institutions can decide that employees will work at the university three days a week and from home two days a week as standard.

In this situation, the payment will consist of the following three components:

- €4 per week for two home-working days;
- an internet allowance of €25 per month;
- a travel expenses reimbursement in accordance with university regulations for the other three days.

Another standard can be established for the institution or part thereof if research reveals a different fixed pattern of home-working days and travel days.

Institutions may also opt for a payment based on the actual number of home-working days:

- €2 per home-working day (fixed or on a reimbursement basis);
- an internet allowance of €25 per month;
- a travel expenses reimbursement in accordance with university regulations, on a reimbursement basis.

On-call workers, student assistants, freelancers, scholarship PhD students without employment contracts and students are not eligible to receive the payment.

This new payment system will be evaluated in 2022.

# Appendix B

## **Former schemes**



## Section 1 Former regulations

### Article B.1 WNU (Netherlands Universities Unemployment Scheme)

In deviation from paragraph 1 of Article 7.3 of the cao, the (former) employee as referred to in Article 7.1, paragraph 1 of the cao 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.

### Article B.2 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 Section 16.23 of the Higher Education and Academic Research Act (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 2 Transitional allowances

### Article B.3 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.4 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 3.34 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 4.8 of the collective labour agreement (cao), to the extent that such holidays do not coincide with a Saturday or a Sunday.

#### **Article B.5 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 3.24, 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 3.25, 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.

#### **Article B.6 Transitional scheme for reduction in working hours paid out**

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.

## **Section 3 Transitional provisions and bottleneck regulations for the 2021-2022 collective labour agreement**

### **Article B.7 Transitional provisions for current fixed-term contracts**

1. The following transitional provisions shall apply from the entry into force of the collective labour agreement for 2021-2022.
2. If an employee has a fixed-term employment contract of which the agreed end date of employment is on or before 31 December 2021, the employment contract shall end on the agreed end date by operation of law.
3. For employees in a support and management position:
  - a. who have been employed on the basis of a fixed-term contract for longer than 12 months in the relevant position on 1 January 2022, the contract will be converted to a permanent employment contract as of 1 January 2022 based on their proven suitability;
  - b. who have been employed in the relevant position on the basis of a fixed-term contract for less than 12 months on 1 January 2022, that contract will be converted to a permanent contract at the point the period of 12 months is exceeded based on their proven suitability; unless Article 2.9 applies or if the employee is employed on the basis of Article 2.3, paragraph six or seven, or as a student assistant. Suitability for the position may be demonstrated by a report of an annual consultation or a written evaluation.
4. For employees in the position of professor with a contract of more than 0.2 FTE or in the position of assistant or associate professor:
  - a. who have been employed on the basis of a fixed-term contract for longer than 12 months in the relevant position on 1 January 2022, the contract will be converted to a permanent employment contract as of 1 January 2022;
  - b. who have been employed in the relevant position on the basis of a fixed-term contract for less than 12 months on 1 January 2022, that contract will be converted to a permanent contract at the point the period of 12 months is exceeded; unless Article 2.9 applies or if the employee is employed on the basis of Article 2.3, paragraph 6, under a to c, or as referred to in Article 6.6, or if the employee is unsuitable for the position. Lack of suitability for the position may be demonstrated by a report of an annual consultation or written evaluation.
5. Employees who have been granted VIDF funding who have been employed on a fixed-term basis shall be employed on a permanent basis as of 1 January 2022, on the condition that they must obtain their BKO within the time frames established for that purpose.

### **Article B.8 Bottleneck regulations**

By way of derogation from that which is set out in Articles 2.2a, 2.3, paragraph one, and Article 2.7 of this collective labour agreement, employees in the position of professor with an employment contract of more than 0.2 FTE or in the position of assistant or associate professor or in a support and management position with whom a fixed-term contract was entered into, shall have their employment contract terminated after 1 January 2022 by operation of law on the end date agreed between the parties if:

- a. the fixed-term employment contract was entered into before 25 June 2021; and
- b. the employment contract ends on 1 August 2022; and
- c. it was not the intention of the parties to enter into a permanent employment contract or in cases where the position was not intended to be a fixed component of the organisation or in cases where there were no permanent activities for the role; and
- d. it has become apparent that reassignment to another position is not an option.

### **Article B.9 Transitional provisions 2021 – vitality pact scheme**

Until 1 August 2021, the employee, as referred to in paragraphs 3c and 4c of Article 6.13 of the collective labour agreement, may claim 4 times the remaining amount of working hours per week multiplied by 1.6 or 1.2 holiday hours per week respectively.

# Appendix C

## **Consultation protocol**

## Section 1 General

### Article C.1

The consultation protocol is a regulation 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 consult on a certain subject at a single level, i.e. either at the sector level *or* at the 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.

## Section 2 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' organisation 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.

## Section 3 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 and dismissal of staff. 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.9

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.10

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.

## Section 4 Regulation on disputes at institutional level

### Article C.11

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.

## Section 5 Experiment article on consultation at institution level

### Article C.12

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.13

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 E.11) 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
  - Section 3: Articles 3.8, 3.18, 3.19, 3.20, 3.21, 3.23, 3.24 and 3.27
  - Section 4: Articles 4.2, 4.7, 4.8, 4.10 and 4.24
  - Section 5: Articles 5.3, 5.4 and 5.6
  - Section 6: Articles 6.3, 6.6 and 6.15
  - Section 10: Article 10.7
  - Appendices: C8
3. In the following articles, the Local Consultative Body will retain its powers:
  - Section 8: Article 8.4
  - Section 9: Articles 9.2, 9.3, 9.4 and 9.8
  - Appendices: C3, C7, C9, C10, D1, D3, E11 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 Maastricht University are collectively transferred to University Medical Centres, the UNL shall be partly responsible to ensure that the employees' organisations (via SSCC) are not financially disadvantaged by this transfer.
5. This scheme took effect on 1 January 2006.

### 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.

# Appendix E

## **Studies and other agreements**

## Section 1 Studies

### E.1 Sector analysis and vitality pact scheme

Based on the sector analysis currently being conducted by SoFoKleS, the parties to the collective labour agreement will discuss possible additions or changes to the Vitality Pact in the second half of 2022; the updated legislation about pension savings schemes and the early retirement scheme (*Regeling voor Vervroegde Uittreding*, RVU) could be the subject of discussion then too.

### E.2 Study on lecturer commitment

The parties recognise that there is a need for clear career prospects for lecturers that accurately recognises and appreciates their contributions to the university sector and demonstrates good employment practices in respect of this group of employees. This is why, as of September 2022, the parties will be engaging in a joint study to determine how the contractual position of lecturers can be improved in the next subsequent collective labour agreement cycle, based on an analysis of data, which will primarily also review the option of creating more permanent contracts. This study will take into account the opportunities and limitations from an organisational perspective. The outcomes of this review will provide the input for the negotiations for the next collective labour agreement.

### E.3 Internationalisation and scope of the collective labour agreement

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

In the second half of 2022, the parties to the collective labour agreement will conduct a study into the scope of the collective labour agreement (and the ZANU) for international university employees who do not work in the Netherlands and are subject to foreign labour and/or social security law as a result. The parties to the collective labour agreement are aiming to be in a position to amend the collective labour agreement on the basis of this study by 1 April 2022 at the latest.

### E.4 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 carried out a substantive evaluation of the UFO system in 2020. The parties have

concluded from this evaluation that the UFO system is essentially still working well and is a future-proof system. To continue to guarantee this future-proofing, a plan has been drawn up to revise a number of job profiles and the UFO manual will be supplemented with an additional explanation of the use of combined positions.

### **E.5 no longer applicable**

### **E.6 Study of the possibility to have an ombudsman**

An ombudsman has been appointed at all the universities based on the results of the final evaluation of the ombudsman pilot.

The parties have drawn up a national framework for filling the university ombudsman position to this end (which can be found at [www.unl.nl](http://www.unl.nl)).

### **E.7 and E.8 no longer applicable**

## **Section 2 Other agreements**

### **E.9 Discussion of flexible team of academic employees**

The parties to the collective labour agreement believe that the flexible team of academic employees, particularly among lecturers and researchers at the university, must not be any bigger than necessary and explainable. Therefore, the parties to the collective labour agreement have agreed that this will be a subject of discussion in the Local Consultation of the individual universities, taking local circumstances into consideration.

### **E.10 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.11 Decentralised terms of employment funds**

The parties 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 the institutional 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.12 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.13 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.14 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.15 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.16 Improving the labour market prospects of researchers, doctoral candidates and lecturers**

- a. 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.
- b. 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.
- c. 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.
- d. The parties to the collective labour agreement agree that the employment contracts given to lecturers will include a realistic amount of teaching-related research or development time; this will be established in liaison with their supervisors.

## **E.17 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.10 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.

It will only be possible to reduce the workload at universities if employees are given a realistic set of duties. In other words, it must be realistically possible for employees to complete their duties in the agreed number of working hours. Transparent agreements need to be made about the ratio between education, research, knowledge transfer and other duties and about the workload standards applicable within each – for example, standards in respect of teaching duties, in which consideration is given to the teaching itself and also to lecture preparation and course development. For instance, universities could establish bandwidths for the ratio of education to research. It will also be important to allocate duties properly within a team.

The set of duties must be determined at a local level as much as possible.

Relevant agreements will be made with the Local Consultative Body within the duration of this collective labour agreement.

### **E.18 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.19 Transitional arrangement for unforeseen pension shortfalls in the ZANU**

A transitional arrangement in respect of unforeseen pension shortfalls that is identical to Article 17 of the Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum (*Bovenwettelijke werkloosheidsregeling Nederlandse Universiteiten*, BWNU) will be added to the Sickness and Disability Scheme of the Dutch Universities (*Ziekte- en Arbeidsongeschiktheidsregeling Nederlandse Universiteiten*, ZANU).

### **E.20 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.21 Occupationally disabled employees**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.22 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.

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 6.13 paragraph 3c (and of paragraph 4c):**

- The employees shall waive their right to all non-statutory leave and shall be able to claim 5 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 228 (171) holiday hours.
- This amount is reduced by the collective office closing days, established under article 4.7, paragraph 5, 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
1.0 Fte	0.80 Fte (30.40 hours)	32.0 hours	228 hours
0.9 Fte	0.72 Fte (27.36 hours)	28.8 hours	205 hours
0.8 Fte	0.64 Fte (24.32 hours)	25.6 hours	182 hours
0.7 Fte	0.56 Fte (21.28 hours)	22.4 hours	159 hours
0.6 Fte	0.48 Fte (18.24 hours)	19.2 hours	137 hours
0.5 Fte	0.40 Fte (15.20 hours)	16.0 hours	114 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
1.0 Fte	0.60 Fte (22.80 hours)	24.0 hours	171 hours
0.9 Fte	0.54 Fte (20.52 hours)	21.6 hours	154 hours
0.8 Fte	0.48 Fte (18.24 hours)	19.2 hours	137 hours
0.7 Fte	0.42 Fte (15.96 hours)	16.8 hours	120 hours

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

Appendix G  
**Schematic overview  
of working week  
under vitality pact**

<b>FTE - scope of the employment contract (hours per week on average)</b>	<b>Flexible working options</b>	<b>Accrual of compensation hours or annual reduction in holiday hours</b>
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 8.



# Appendix H

## **Regulation on disputes**

## 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 UNL, 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 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.unl.nl](http://www.unl.nl).

## Section 2 Individual disputes

### Article H.4 Individual disputes

1. 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.
2. From 1 January 2020, employees may submit a dispute about a decision of the employer as included in an exhaustive list of the Sectoral Scheme on the Disputes Resolution Committee of Dutch Universities. This scheme forms part of the collective labour agreement as referred to in Appendix J.4.
3. In a local procedure, the employer may lay down further administrative rules for the internal handling of a submitted complaint pursuant to the Sectoral Scheme on the Disputes Resolution Committee of Dutch Universities.
4. The operation of the sectoral disputes scheme will be evaluated by the parties no later than by the second quarter of 2022.

To read the Sectoral Scheme on the Disputes Resolution Committee of Dutch Universities, visit [www.unl.nl](http://www.unl.nl).

# Appendix I

## **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 July 2021 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. University for Humanistic Studies (UVH) in Utrecht
  - d. Nuffic in The Hague
  - e. Protestant Theological University (PthU) in Amsterdam
  - f. Royal Netherlands Academy of Arts and Sciences (KNAW) in Amsterdam
  - g. Centre for Research and Development of Education and Training (PLATO) in Leiden
  - h. Roosevelt Academy in Middelburg
  - i. Apeldoorn University of Theology (TUA) in Apeldoorn
  - j. Kampen Theological University (TUK) in Kampen
  - k. Universities of the Netherlands (UNL) in The Hague
  - l. The Fryske Akademy (FA) in Leeuwarden.
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 UNL website.

Appendix J  
**Additional regulations  
that form part of the  
collective labour agreement**

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. Regulations Nationwide Commission Job Classification at Dutch Universities.
- c. The appendices referred to in a and b can be consulted on [www.unl.nl](http://www.unl.nl).

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

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

### **J.4 Disputes**

- a. Sectoral Scheme on the Disputes Resolution Committee of Dutch Universities.
- b. The scheme referred to under a can be consulted on [www.unl.nl](http://www.unl.nl).



# Appendix K

## **Mobility allowance**

**Table: Mobility allowance**

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

*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.*

Steps 1 to 7 in this Appendix will remain in force accordingly beyond 1 January 2025.

# Appendix L

## **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. 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. Also see the study arrangement in Appendix E.19.
- 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.
- 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.

## Appendix M

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

# 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. For the position of junior lecturer and post-doctoral researcher, this relationship is far less present or even absent. 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.16 *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 (i.e. four years or less) 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.

#### **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 regard 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 UNL 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.16a 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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