

Consultation on the Collective Labour Agreement for Dutch Universities

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Negotiation settlement Collective Labour Agreement for Dutch Universities 1 July 2017 - 31 December 2019 inclusive

This translation of the negotiation settlement Collective Labour Agreement 1 July 2017 – 31 December 2019 inclusive for the Dutch Universities is meant as a service to non-Dutch speaking employees of said universities. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases the Dutch text of the ‘Onderhandelaarsakkoord cao Nederlandse Universiteiten 1 July 2017- 31 December 2019 inclusive’ is binding.

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On 31 May 2018, the VSNU, the Association of Universities in the Netherlands, acting on behalf of the universities, on the one hand, and the employee organisations FNV, AC/FBZ, CNV Overheid and VAWO/CMHF on the other, hereinafter referred to as the parties, made the following general agreements on the development of the employment terms and conditions for the Dutch Universities. The parties will determine, by 30th of June 2018 at the latest, whether this negotiation settlement will be converted in a definitive agreement.

1. Term and remuneration

The collective labour agreement (CAO) is effective from 1 July 2017 - 31 December 2019 inclusive. On 1 May 2018, the salaries of university employees who are employed by a Dutch University will receive a general increase of 2.0%. This salary increase will be paid no later than September 2018. On 1 February 2019, these salaries will receive a general increase of 2.6%. In addition, university employees¹ who are employed by a Dutch University on 1 May 2018 will receive a one-off lump sum payment of 0.6% of their gross annual salary by September 2018.

2. Mobility and long-term employability

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

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

Please see Appendix 1 for the full CAO agreement.

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

The parties jointly gave the theme of 'Improved career prospects for junior lecturers and post-doctoral researchers' a prominent place on the agenda. This aspect primarily relates to the position of junior lecturers (Lecturer 3 and 4) and the post-doctoral researcher positions (Researcher 3 and 4). In academic careers, the close relationship between education and research is logical and guaranteed at

¹ With the exception of claimants and on-call workers

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the level of the individual. An academic career will run along the trajectory of Assistant Professor (UD), Associate Professor (UHD) and Professor. Permanent employment is an option in relation to such positions. With regard to junior lecturers and post-doctoral researchers, this relationship – and, as such, the career prospects for a permanent position – is far less present or even absent. For that reason, such positions are generally filled with temporary employment contracts. In this collective labour agreement, employers and employees have made agreements to extend these temporary jobs and to add a professional development component. In this way, the parties aim to further reduce the number of short-term temporary contracts and, additionally, to increase the number of opportunities of junior lecturers and post-doctoral researchers on the job market.

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

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

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

Please see Appendix 2 for the full CAO agreement.

4. Vitality pact

In the 2016 - 2017 CAO for Dutch Universities, agreements were made regarding measures to facilitate the long-term employability of employees. The 2019 Vitality Pact for Universities is an elaboration of those measures. With the pact, the parties wish to allow employees to continue their work in good health and vitality until retirement age. The positions that become available will be used to create opportunities for recruitment and advancement. This agreement will enable employees to reduce their working hours by 0.2 FTE or 0.4 FTE (based on full-time employment) up to five years before entitlement to an old-age pension/retirement age, with compensation of 85% or 70%, respectively, of their original salary, while retaining full pension accrual entitlements, with the normal employer-employee premium division remaining in force. The number of holiday hours per year will be reduced to the statutory minimum for the remaining number of working days.²

The core principle of the scheme is that it will be able to be implemented in a budget neutral manner and that its implementation will not lead to a disproportionate increase in the work pressure. For that

² Given that participants, in principle, have a work pattern of eight-hour working days, they accrue a number of holiday hours. This will be elaborated further in the scheme.

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reason, the scheme will, as yet, only be implemented for a limited period of time, from 1 January 2019 to 1 July 2020. The parties to the collective agreement will be evaluating the scheme in the interim, prior to the end date of this CAO, as to its budget neutrality, its impact on recruitment and advancement and with regard to the work pressure. A final evaluation will take place before 1 July 2020.

Please see Appendix 3 for the draft 2019 Vitality Pact scheme.

5. Other agreements

In addition, the parties to the collective agreement have made the following agreements:

- a. *Focus on long-term employability and implementation of work pressure action plans*
All Dutch universities have drawn up a work pressure reduction action plan. For the duration of this CAO, the universities will be working on the execution and implementation of these plans, with additional focus on long-term employability.
- b. *Remedy of the Return to Work (Partially Incapacitated Employees) Act (WGA)*
The parties agree that the amendment of the wage-related WGA benefit (Return to Work (Partially Disabled Persons) Act) will be remedied at the expense of the employer.
- c. *Provisions for doctoral candidates*
The parties agree upon three amendments of Article 2.3 of the CAO for Dutch Universities with regard to the position of doctoral candidates.

Addition to paragraph three, under a

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.

Amendment of paragraph six, under b

At the employee's request, an employment contract with a doctoral candidate shall be extended with the amount of maternity leave and parental leave taken.

Addition of new sub-paragraph c under paragraph six

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 shall 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 both cases, the employment contract will be extended in proportion to the duration and work pressure of the work placement.

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

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e. Arranged jobs during reorganisations

The parties feel that long-term placement of employees with an occupational disability is essential, also in accordance with the Occupational Disability (Employment Targets and Quotas) Act. For that reason, the parties will agree that, in the event of any organisational changes or a reorganisation, employees from the target groups of the Participation Act will retain a package of responsibilities of a similar nature or scope. In the situation of an organisational change or reorganisation, these employees will not be able to be dismissed due to the loss of staff positions. Furthermore, the parties recommend that universities focus more closely on this target group in relation to procurement and purchasing policy, for example by formulating policy in alignment with social return on investment.

f. Facilities for trade unions

The work conducted by trade unions and the visibility thereof are crucial to effective consultation within the sector. For that reason, the CAO for Dutch Universities now also includes the consultation protocol. Among other things, this protocol stipulates that the trade unions that are party to the CAO-NU may appoint two representatives and two replacement representatives for the local consultation at the level of the institution.

The parties agree that:

- the key starting point should be that the representatives are employed by the relevant institution and may be supported and temporarily replaced by paid employees of the trade unions;
- there should be real compensation of the individual participant at the level of the institution;
- local agreement should be achieved in this regard;
- representatives should experience no adverse effects as a result of these activities on their work, their career opportunities and their future prospects;
- the number of representatives shall be permitted in the local consultation as is stipulated in the consultation protocol of the CAO;
- 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.

g. Technical changes

In adopting the amended CAO text, the Editorial Board of the CAO-NU has implemented a number of editorial/technical changes in the CAO-NU, the Netherlands Universities Enhanced Unemployment Scheme (BWNU) and the Sickness and Disability Scheme of the Dutch Universities (ZANU) that are not related to the content of the text.

6. Studies

a. 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 aim to 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

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organisation, the parties agree that a substantive evaluation is to be carried out of the UFO system during the term of this CAO, which will take into account the use of combined job profiles.

b. Ombudsman

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

c. Career prospects of post-doctoral researchers

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

d. Permanent employment subject to special provisions in relation to securing a research grant

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

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Agreed on 31 May 2018,

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Appendix 1: Mobility and long-term employability

Given that modern society is characterised by a rapid succession of professional, technological and social developments, it is more important than ever 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.

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

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

- Each employee will, in principle, take part in a number of appropriate development initiatives each year. The key issue in this regard is the specific, targeted development activity that is undertaken, rather than the type of plan that is discussed with the line manager. An example of a suitable type of plan would be a development plan that states in what professional direction the employee wishes to develop their skills, the proposed pathway to achieve this, the timeline and the resources required to achieve this goal. This development should focus on (a combination of) the employee's own field, another domain within the university or a position outside of the employee's university.
- The employer will facilitate the development process regarding matters such as determining the direction of the development and its execution. This will entail sketching out a future scenario for the department, providing support in setting up and implementing the development track and making a suitable development programme as well as sufficient financial resources available, among other things. The development days may be used for this.

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

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

Implementation

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

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Appendix 2: 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. Permanent employment is an option in relation to such positions. With regard to junior lecturers and post-doctoral researchers, this relationship – and, as such, the career prospects for a permanent position – is far less present or even absent. For that reason, such positions are generally filled with temporary employment contracts. A key issue at the CAO negotiation table is with which agreements employers and employees wish to enrich these temporary positions to make them a worthwhile career stepping stone, in addition to making them professionally productive, interesting and challenging.

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

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

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

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

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

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ambitions in the field of education. In a growing job market, in addition to being a hallmark of good employment practices, it is also useful to review these positions from that regard.

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

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

Junior lecturers with teaching ambitions

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

Junior lecturer/researcher with research ambitions

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

Value of BKO to a teaching career elsewhere

For junior lecturers with a keen interest in a teaching career, in addition to the experience they gain when teaching, obtaining their BKO provides them with the opportunity of advancing more easily to higher professional education (HBO) or getting admitted to a teacher-training programme for secondary education. The BKO is not equivalent to a first level teaching qualification. However, with the exception of an examination qualification, it is comparable to the didactic teaching qualification for teaching in Universities of Applied Sciences (BDB). The universities are committed to making cross-sectoral agreements to allow these junior lecturers to be fast-tracked with regarding to obtaining their first level teaching qualification or their BDB by way of a tailored work placement pathway or an abridged teacher-training programme. Junior lecturers may additionally develop their skills by following the current 'module for teaching', which results in a limited second level teaching qualification and provides students with exemptions for their first level teaching qualification. This is in line with an initiative of the VSNU and the Dutch Council for Secondary Education (VO-raad), in which partnerships are forged with companies and large organisations in order to allow (supernumerary) employees to switch to education by offering them tailored work placement tracks. These qualifications should be obtained as much as possible within the employment of the university. Further agreements will be made in this regard between the line manager and the employee.

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2.2 More career prospects for post-doctoral researchers

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

2.3 Studies

2.3.1. Post-doctoral researchers' links to the external job market

A study will be put in place regarding improvement of the links and access between the post-doctoral period and the external job market. The key questions that must be answered include: what transferable skills are important, how can we offer those development opportunities and how can we realise a timely turnover of employees to ensure optimal alignment with the job market.

2.3.2. Permanent employment subject to special provisions in relation to securing a research grant

A study will be put in place with regard to the experiences with and further opportunities in relation to converting temporary employment contracts of academic staff into permanent contracts subject to special provisions in relation to securing a research grant from the Netherlands Organisation for Scientific Research (NWO) or another research council.

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Appendix 3: Draft 2019 Vitality Pact scheme

This draft scheme will be developed further by the parties to the collective agreement in the editorial board.

Article 6.17 Structure of 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 old-age pension/retirement age.
2. Employees with an employment contract for less than the full-time amount of working hours may take part in this scheme proportionally. Article 1.4, paragraph 5 of the CAO-NU shall apply to this scheme.
3. Employees will be able to shorten their working week by 0.2 FTE (four-day variant). The conditions for this option are as follows:
 - a. Such employees will be granted 0.2 FTE in leave with continued payment of part of their salary.
 - b. Such employees will have a working week of four days consisting of eight hours, for which they will receive 85% of their gross salary.
 - c. The employees shall waive their right to all non-statutory leave and shall be able to claim four times the remaining amount of working hours per week. In addition, each week, they shall accrue 1.6 holiday hours throughout the working week of four working days of eight hours. As such, their claim to leave amounts to 205 holiday hours. This amount is less the collective office closing days, established under Article 4.7, paragraph 6, that coincide with the duty roster for this leave balance.
4. Employees will be able to shorten their working week by 0.4 FTE (three-day variant). The conditions for this option are as follows:
 - a. Such employees will be granted 0.4 FTE in leave with continued payment of part of their salary.
 - b. Such employees will have a working week of three days consisting of eight hours, for which they will receive 70% of their gross salary.
 - c. The employees shall waive their right to all non-statutory leave and shall be able to claim three times the remaining amount of working hours per week. In addition, each week, they shall accrue 1.2 holiday hours throughout the working week of three working days of eight hours. As such, their claim to leave amounts to 154 holiday hours. This amount is less the collective office closing days, established under Article 4.7, paragraph 6, that coincide with the duty roster for this leave balance.
5. Employees will not be able to participate in the scheme if their actual working week is shorter than 16 hours. Appendix F of the CAO-NU provides a schematic overview of a potential working week, as well as the corresponding holiday hours.
6. The basis for accrual of pension entitlements and social insurance (including the Netherlands Universities Enhanced Unemployment Scheme (BWNU) and the Sickness and Disability Scheme of the Dutch Universities (ZANU)) will be maintained at 100%. All salary payments shall be based on 85% and 70% of employees' salary for the four-day and three-day variants respectively.
7. Unless otherwise agreed, additional income from work or business acquired during participation in the scheme shall be settled with the salary amount if that income exceeds 15% of the original gross salary amount for the four-day variant or 30% of the original salary for the three-day variant.

Article 6.18 Allocation of duties during the working week

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

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agreements is to ensure that the participating employee's efforts are focused on the tasks best performed by them, those they have the most interest in or those with regard to which they are most valuable to the institution.

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

Article 6.19 Terms of participation

1. Employees will be able to participate in this scheme between 1 January 2019 and 1 July 2020. Actual participation in the scheme must have been initiated no later than 30 June 2020 and shall continue until 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.
3. Employees will only be able to participate once the long-term accumulated leave, as referred to in Article 5.5 of the CAO, has been taken 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.
4. 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.
5. Employees with a partial occupation disability may take part in the scheme for the actual amount of hours they have worked per week, to which Article 6.17, paragraph 5 shall apply accordingly. In the event that a participant should become fully incapacitated for work, participation in the scheme may be terminated at the request of the participant.
6. Employees who participate in the Senior Staff Scheme referred to in Articles B20 and B20 of the CAO shall be excluded from participation.

Article 6.20 Evaluation

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