



# *Collective Labour Agreement Dutch Universities*

1 September 2007 to 1 March 2010

## Colophon

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

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This translation of the Collective Labour Agreement 2007-2010 Dutch Universities is meant as a service to non-Dutch speaking employees of said universities. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases the Dutch text of the CAO Nederlandse Universiteiten 1 september 2007 tot 1 maart 2010 is binding.

*Collective Labour Agreement*  
*Dutch Universities*

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# Parties to and nature of the Collective Labour Agreement

The parties to this collective labour agreement are:

The Association of Universities in the Netherlands, acting in its capacity as an association on behalf of the universities, hereinafter referred to as VSNU,

and

the employee organisations listed below:

- ABVAKABO FNV** : Trade union affiliated with the Federation of Dutch Trade Unions (FNV);
- AC/FBZ** : Civil Servants' Centre/General Federation of Professional Organisations in the Care Sector and related academic education and research;
- CNV Publieke Zaak** : CNV union for the government, the care sector and privatised governmental institutions;
- CMHF** : Federation for Intermediate and Senior Staff in government, education, private industry and institutions;

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

The parties hereby declare that they have entered into a Collective Labour Agreement on employment conditions, the text and the appendices of which read as given below:

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

This Collective Labour Agreement is a standard Collective Labour Agreement explicitly indicating when and to which extent additional interpretations may be given at institutional level.

# Preamble

## 1 Career development of academic staff

### a Postdocs

Employees working as postdocs on the basis of 0.5 FTE or more will in 2008 and 2009 be entitled to a non recurring, personal budget of 1000 euros a year. The total budget of 2000 euros can also be granted in one go. By making additional financial resources available, parties make it possible for postdocs to enhance their employability in the internal and external labour market in a sustainable way and thereby generate an impulse for career formation and personal development. Since the position of postdoc is not defined in UFO as such, the basic assumption in this regard is that a postdoc is a member of staff with a PhD in temporary employment working, in terms of job profile, as a researcher at level 3 or 4. Agreements will be made between the postdoc and the employer during the yearly interview with regard to the allocation of the budget.

### b Function based contracts

By definition, academic members of staff benefit from working in a results-oriented way. Regulations concerning working hours and accounting for leave are therefore less meaningful to them. For this reason, parties to the Collective Labour Agreement have agreed to experiment during this agreement period with function based contracts concluded between the employer and the employee by mutual agreement. This voluntary condition also applies to academic staff who enter employment in future.

When a function based contract is concluded, leave days shall be deemed to have been taken up at the end of the calendar year. Collective agreement Articles based on time and relating to terms of employment, including that of the individual choices model, will not apply. A function based contract must, however, include agreements about sabbatical leave.

The experiment will continue until the end of the Collective Labour Agreement's term and will be evaluated before the end of that term. The parties to the Collective Labour Agreement shall take work pressure, the capacity of senior staff to deal with those pressures, part time working into account during this evaluation.

### c Tenure track

To an increasing degree, the careers of young academic staff at Dutch Universities are based on tenure track policy. Because this policy must primarily be formulated at the level of the institution itself, with due consideration being given to the specific circumstances and the profile of the institution or faculty concerned, the parties to the Collective Labour Agreement agreed to include an outline framework for tenure track in the Collective Labour Agreement.

## 2 Staffing policy oriented towards stage of life

The parties shall agree on a representative study into a staffing policy oriented towards stage of life based on the principle that employees must be able to remain effectively and healthily at work in each stage of life. The aim of the study is to develop a new staffing policy oriented towards stage of life before the end of the Collective Labour Agreement's term that will replace the current age based schemes such as the 60+ scheme, the age days and the general senior staff scheme. This must be supported by custom work. In developing the new policy, the financial capacity required by the current policy is in any case available and a link will be sought with the ABP pension scheme and the current Collective Labour Agreement framework for career policy. Use will also be made of (inter)national research into the best options and instruments for employers and employees to promote career development and mobility ('active aging'). Instruments developed by employers' organisations may also be used in this regard. The study will be completed before 1 June 2009.

### 3 Illness and dismissal

#### a Continued payment of wages during the first and second year of illness

For employees who become ill on or after the first of January 2008, 100% of wages will continue to be paid for the first 9 months of illness followed by 76% of wages for the 15 months thereafter.

#### b Continued payment of wages in the case of less than 35% occupational disability

For the category of employees whose occupational disability is less than 35%, the agreement concluded at the introduction of the Work and Income (Ability to Work) Act (WIA) was that the contracts of employment of these employees would remain in force. The parties to the Collective Labour Agreement agree that, following the period of continued wage payment, employees who are less than 35% occupationally disabled according to the WIA decision will be paid 100% of hours worked in the position which they occupy at that time. 80% of the original remuneration will be paid for the hours not worked, to a minimum of 90% of the original remuneration in total.

This category of employees can be internally transferred to another job with a lower salary scale without prior dismissal. The above applies to employees for whom the continued payment of wages due to illness ends on or after 1 January 2008.

# Chapter 1

## General clauses

## Section 1 Definitions and obligations

### Article 1.1 Definitions and abbreviations

- a Universities: the public and special universities;
- b Public university: the public universities in Leiden, Groningen, Amsterdam, Utrecht, Delft, Wageningen, Eindhoven, Enschede, Rotterdam and Maastricht, and the Open University of the Netherlands in Heerlen;
- c Special university: the special universities in Amsterdam, Nijmegen and Tilburg;
- d Institution: the university;
- e Association: the Association for Christian Higher Education, Academic Research and Patient Care, in Amsterdam;
- f Foundation: either the Catholic University of Brabant Foundation in Tilburg or the Catholic University Foundation in Nijmegen;
- g Employees' organisations: the employee organisations that are a party to this Collective Labour Agreement (CAO);
- h Employer: the Board of Governors and, with regard to the special universities, the Executive Committee of the Association/Foundation; the Free University, the Free University Medical Centre and the Windesheim Academy are part of the Free University Windesheim Association legal entity. The Radboud University in Nijmegen and the UMC St Radboud form part of the Catholic University Foundation legal entity. With regard to the applicability of this Collective Labour Agreement (CAO) on an institutional level, the Free University and the RUN are the employer;
- i Employee: the person who is employed by an institution or the offices of the association referred to under e;
- j Employment contract: either an appointment at a public university or an employment contract with a special university;
- k Temporary employment contract: temporary employment contract, arranged either for a predetermined period or for an objectively definable set of circumstances, the duration of which is not precisely known in advance;
- l Permanent employment contract: employment contract for an indefinite period of time;
- m Notice of termination by the employee: at a public university this is taken to mean the request for dismissal made by the employee;
- n Consultation between the employer and local employees' organisations: the local consultation with employees' organisations as laid down in the consultation protocol;
- o Employee participation body: the body that is designated as such on the grounds of Articles 9.30, 9.31, 9.37, 9.49, 9.50 and 9.51 of the Higher Education and Academic Research Act (WHW);
- p Full time employment: employment for 38 hours per week;
- q Salary: the monthly amount established for the employee in question based on the salary tables in

- Section 5 of Appendix A to this Collective Labour Agreement (CAO);
- r No longer applicable;
  - s Hourly salary: 1/165th part of the monthly salary in case of full time employment (excluding holiday allowance and end-of-year bonus);
  - t No longer applicable;
  - u Salary grade: a series of numbered salaries, included as such in Appendix A of this Collective Labour Agreement (CAO);
  - v Salary number: an indication, consisting of a number, which is given before a salary in a salary grade;
  - w Maximum salary: the highest amount in a salary grade;
  - x Remuneration: the sum of the salary and the bonuses the employee is entitled to pursuant to the provisions in Articles 3.13, paragraph 2, 3.14, 3.15, 3.18, or the bonus pursuant to the provisions in Articles 3.16, 3.25 to 3.27 unless it is established in advance that the bonus is granted for less than one year;
  - y Position: the compilation of duties to be performed by the employee pursuant to and in accordance with what he has been assigned to do by the employer;
  - z Academic staff (wp): all members of staff whose respective jobs are classified under the Education and Research job family of the job classification system;
  - aa Doctoral candidate: staff in the employment of the university whose job is classified in the doctoral candidate job profile in the Education and Research job family of the job classification system;
  - bb Support and management staff (obp): members of staff not belonging to the academic staff category, including student assistants;
  - cc Medical specialist: a doctor of medicine who, according to the register of the Specialists' Registration Commission, is recognised as a specialist in the field of medicine indicated therein;
  - dd Two-Tier Entity Scheme: the scheme under Article 9.51 of the Higher Education and Academic Research Act, Bulletin of Acts & Decrees 1997, 117;
  - ee CAO: the Collective Labour Agreement of the Dutch Universities;
  - ff WAO: Occupational Disability Insurance Act;
  - gg WHW: Higher Education and Academic Research Act;
  - hh WNU: Netherlands Universities Unemployment Scheme (formerly the Unemployment Act for Teaching and Research Staff [BWOO], as phrased on 16 December 1999);
  - ii BWNU: Unemployment Scheme of the Dutch Universities Exceeding the Statutory Minimum;
  - jj ZANU: Sickness and Disability Scheme of Dutch Universities (formerly BZAOO [Sickness and Occupational Disability Act for Teaching and Research Staff], as phrased on 16 December 1999);
  - kk ZW: Sickness Benefits Act;
  - ll WIA: Employment Work and Income (Ability to Work) Act;
  - mm No longer applicable;
  - nn WW: Unemployment Act;

- oo REA Act: Disability (Reintegration) Act;
- pp BW: Dutch Civil Code;
- qq UWV: Employed Person's Insurance Administration Agency;
- rr SUWI: Work and Income (Implementation Structure) 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 Association or 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 agreement (CAO) is entered into for the period from 1 September 2007 to 1 March 2010.
- 2 Unless notice has been given by one of the parties, this collective agreement (CAO) shall be considered to have been extended by one year on 1 March 2010.
- 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 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 agreement (CAO), each party involved in this collective 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 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 agreement (CAO) applies to all staff referred to in Article 1.1, under i, with the

exception of:

- a a member of the Board of Governors;
  - b the dean and/or member of the Faculty Board, if and insofar as the employer has established this in consultation with local employees' organisations;
  - c those belonging to a group of staff from a university with regard to whom the Board of Governors has determined, in consultation with the Board of Directors of the academic hospital affiliated with the university, that the scheme on employment conditions applying to the staff of that hospital shall apply;
  - d no longer applicable;
  - e employees of the Faculty of Medicine (VU), including the medical and clinical academic staff referred to in Section 2 of Chapter 10, if the employer has declared that they fall under a separate scheme that was arrived at with the agreement of the representatives, appointed by the employees' organisations to take part in the consultation with local employees' organisations and as included in the appendix. The provisions of this paragraph may equally apply to the employees of another faculty if they also work in the hospital.
- 2 Elements of this collective 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 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 agreement is a standard collective 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 agreement (CAO) constitute an integral part of the collective agreement (CAO). They are set by the employer and amended in consultation with local employees' organisations, unless this collective agreement (CAO) dictates otherwise. When the collective agreement (CAO) takes effect, existing regulations in this sense shall be considered to become part of the collective 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 agreement (CAO) shall, in proportion to the working hours agreed upon, apply to employees who are employed for less than a full working week.
- 6 In this collective agreement (CAO), the term 'husband' or 'wife' also refers to a partner with whom an unmarried employee lives as a registered partner (Article 1:80a of the Dutch Civil Code) or in any other sense and with whom he, with the intention of living together for a prolonged period, maintains a common household on the basis of a notarised partnership contract in which their

mutual rights and obligations are specified. The terms 'widow' or 'widower' shall also include the surviving partner as referred to above. In such a case, the partner is also considered to be a member of the family. Only one person may be listed as a partner at any one time.

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

- 1 The employer is obliged to make the contents of this collective 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 copy of this collective agreement (CAO) to any employee employed for a period exceeding 6 months.

#### **Article 1.6 Consultation protocol**

The parties attach great importance to purposeful consultation. Wherever this collective 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.
- 4 Paragraph 3 exclusively applies to special universities.

### Article 1.9 Location

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

### Article 1.10 Change of position

- 1 If required by the interests of the institution, the employee is obliged to accept any other position, whether or not in the same organisational unit and whether or not at the same location where the work must be carried out, that can reasonably be assigned to him in view of his personality, circumstances and prospects.
- 2 A position shall be considered suitable if the work that it entails is within the power and ability of the employee, unless the acceptance of this work cannot be demanded of him for physical, mental or social reasons.

### Article 1.11 Change of duties

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

### Article 1.12 Undesirable behaviour

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

### Article 1.13 Conscientious objections

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

#### Article 1.14 Work for third parties

- 1 The employee is obliged to notify the employer of any work he performs for third parties before he commences with that work, and must do so on inception of his employment contract.
- 2 The employee may perform work for third parties only with the approval of the employer.
- 3 Approval shall be given to perform work for third parties outside of office hours, unless important institutional interests are involved.
- 4 The employer shall lay down further rules in regard of paragraphs 1 to 3 in consultation with local employees' organisations.

#### 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.
- 4 The obligation to maintain confidentiality is without prejudice to the compliance with academic freedom referred to in Article 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 Patent right and copyright**

#### **Article 1.20 General**

- 1 The employee is obliged to comply with provisions reasonably laid down by the employer with regard to patent right 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 Article 12 of the State Patents Act, Bulletin of Acts & Decrees 1995, 51, Article 31 of the Seeds and Planting Materials Act, Bulletin of Acts & Decrees 1966, 455 and Article 7 of the Copyright Act, Bulletin of Acts & Decrees 1912, 308, the employee, if and insofar he is entitled to other than moral rights to the invention, the variety or the work, for which the obligation to report in Article 1.21 exists, shall transfer these rights to the employer in whole or in part if so requested, in order to enable it to make use of them in the context of fulfilling its statutory duties within a term to be established later.
- 2 As soon as the term referred to in paragraph 1 has expired without the employer actually having made use of the rights that were transferred to it, the employee is entitled to reclaim them. If the employee subsequently decides in favour of exploitation, the second sentence of paragraph 3 applies by analogy.
- 3 Except in cases contrary to the substantial interests of the university, the employee is entitled not to comply with the request as referred to in paragraph 1. In that case, the employer may decide that the costs it has invested are at the employee's expense, including salary, the costs of the facilities made available to the employee, insofar as they are directly related to the creation of the rights the employee now wishes to keep for himself, plus the interest accrued. The term 'substantial interests of the university' shall be interpreted to include interests arising from agreements entered into with third parties by or on behalf of the employer.

#### Article 1.23 Reimbursements

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

## Chapter 2

# The employment contract

## Article 2.1 Content of employment contract

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

## Article 2.2 The employment contract

- 1 The employment contract shall be entered into for either a specified or an unspecified period. In principle, the employment contract shall be concluded for an unspecified period of time, unless a temporary employment contract is considered to be necessary.
- 2 On inception of the employment contract, a probation period of no more than two months can be agreed upon, during which period both the employer and the employee are entitled to cancel the employment with immediate effect without observing the provisions pertaining to giving notice.
- 3 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 referred to in Article 2.3.
- 4 Whenever this chapter refers to a maximum term of a temporary employment contract, it refers to

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

- 5 When terminating temporary employment contracts other than by resignation of the employee or during the probationary period within the meaning of Article 2.2, paragraph 2, the employer undertakes to endeavour a transfer and to improve the employee's position in the labour market. Within that framework, the employer shall in any case examine the possibilities for retraining, additional training and courses, with due regard of a cost benefit analysis. The employer's choice from among these measures shall depend on the term of the employment contract and the age of the employee concerned. On the basis of these indicators, the employer shall determine whether and to what extent these measures should be continued following termination of the temporary employment contract.
- 6 The provisions in paragraph 2 apply to the special universities, in deviation from Article 7:652, paragraphs 4a and 5 of the Dutch Civil Code.

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

- 1 A temporary employment contract can be offered to academic staff (WP). The total term of the employment contract, including any subsequent contracts, is no more than six years.
- 2 A temporary employment contract can be offered to support and management staff (OBP). The total term of the employment contract, including any subsequent contracts, is no more than three years. If the employment contract is financed from temporary external funds, the maximum term is four years.
- 3
  - a A doctoral candidate shall be offered a temporary employment contract for the expected duration of the doctoral candidate's promotion process. On commencement of employment, the term of the employment contract shall be set to a fixed term.
  - b On commencement of the doctoral candidate's promotion process, the doctoral candidate can, in deviation from sub a, be offered an employment contract with a term of 18 months at most. Article 3.10, paragraph 3 applies in this regard.  
A maximum term of 12 months applies to employment contracts started before 1 January 2008.
- 4 The term of the employment contract shall be determined on commencement of employment. This can be either a fixed period or a period that has not been determined in advance, but which depends on a circumstance to be objectively assessed.
- 5 If the employee requests this, the employer may decide to extend the maximum term referred to in paragraphs 1 and 2 with:
  - a the amount of maternity leave taken;
  - b the duration of illness if the illness lasted for a consecutive period of at least 8 weeks;
  - c the amount of parental leave taken;

- d the term of performing a management position acknowledged by the Board of Governors. This at least includes membership of an employee participation body within the university and managerial activities at one of the employees' organisations involved in the Collective Labour Agreement (CAO) negotiations, or one of its affiliated associations.
- 6 In addition to the previous paragraph, the following applies:
  - a an employment contract with a doctoral candidate is extended with the amount of maternity leave taken, unless contradicted by substantial business interests;
  - b an employment contract with a doctoral candidate can be extended with the term of performing a management position acknowledged by the Board of Governors. This at least includes membership of an employee participation body within the university and managerial activities at one of the employees' organisations involved in the Collective Labour Agreement (CAO) negotiations, or one of its affiliated associations.
- 7 The temporary employment contract may be followed by another temporary employment contract no more than twice, on the understanding that the total term of the successive employment contracts may not exceed the terms referred to in paragraphs 1 and 2. If the provisions in paragraphs 5 and 6 are applied, the maximum for the number of successive employment contracts referred to in the previous sentence does not apply.
- 8 No restrictions with regard to the term and number of successive employment contracts apply to an employment contract entered into with a doctoral candidate as well as an on-call worker as referred to in paragraph 12, a student-assistant as referred to in Article 10.1, paragraph 2 and a person who has a position elsewhere which is considered by the employer to be of significant importance for his contribution to academic education and research.
- 9 When determining the maximum term and the number of successive employment contracts, the years of service and the number of successive employment contracts apply, with the exception of:
  - a the time during which work is carried out within the framework of a training programme;
  - b the time during which work is carried out as an on-call worker within the meaning of paragraph 12;
  - c the time prior to an interruption lasting more than six months;
  - d for the special universities: the time spent within the framework of an employment contract under which no salary is paid;
  - e an extension as referred to in paragraph 5.
- 10 The time during which work is performed as part of a training programme shall in any case include the time spent as:
  - a student assistant;
  - b doctoral candidate;
  - c research assistant;

- d trainee research worker;
  - e trainee in any profession or in connection with further academic or practical education or training, including the Royal Netherlands Academy of Sciences (KNAW) and EC fellows.
- 11 When determining the total term and total number of successive employment contracts in this Collective Labour Agreement (CAO), employment contracts between the employee and different employers, which in light of the work performed should reasonably be considered to be each other's successor, shall not be taken into consideration.
- 12 On-call workers within the meaning of paragraphs 8 and 9 sub b are taken to mean those who, at variable times to be determined by the employer, perform incidental work falling within the general task of the unit concerned.
- 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.
- 13 In respect of the special universities, the provisions in this Article pertaining to possible term and number of successive employment contracts, as well as successive employership apply in deviation from the provisions of Article 7:668a of the Dutch Civil Code.

#### Article 2.4 Conversion

- 1 If, with the apparent approval of the employer, the employee continues to perform his assigned tasks after the maximum approved term of the temporary employment contract as referred to in Article 2.3 has been exceeded, the temporary employment contract shall be considered to have been converted to a permanent employment contract from that moment on.
- 2 A temporary employment contract shall be considered to have been converted into a permanent employment contract if the number of successive employment contracts exceeds the number permitted by virtue of Article 2.3.

## Article 2.5 Transitional provision

As a result of the Collective Labour Agreement CAO for Dutch Universities taking effect from 1 September 2004 to 31 December 2005, the following transitional rule applies to temporary employment contracts:

- 1 In respect of the maximum permitted term and maximum permitted number of consecutive contracts, employment contracts entered into or renewed prior to 15 August 2005 are subject to the provisions:
  - a in Chapter 3 and Article 18.6 of section 1 of the CAO for Dutch Universities (extension 1 September 2003 until 31 August 2004) for public Universities;
  - b in Chapter 3 and Article 2.4 of section 2 of the CAO for Dutch Universities (extension 1 September 2003 until 31 August 2004) for special Universities and
  - c in addition to a and b, Articles 2.3 paragraph 5 and 6 of the CAO for Dutch Universities of 1 September 2004 until 31 December 2005.
- 2 The provisions in this chapter apply to employment contracts entered into on or after 15 August 2005.

# Chapter 3

## Remuneration

## Section 1 General

### Article 3.1 Payment of salary

- 1 The employer pays the salary, bonuses and the compensation as referred to in Articles 3.13 to 3.16 inclusive, 3.18 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 3.13 to 3.16, 3.18, 3.25, 3.27, or an amount as referred to in Article 3.12, must be calculated on a portion of a calendar month, the amount shall be determined proportionally.
- 3 The employee shall not receive any remuneration for the period that he culpably and in conflict with his obligations, fails to perform his duties.
- 4 Following the death of an employee, his remuneration shall be paid out up to and including the last day of the month in which he died.

### 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 22 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.
  - b if the employee is younger than 22, as from the first day of the month of his birthday.

### Article 3.4 End-of-year bonus

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

### Article 3.5 Pay classification and career development

- 1 The employer determines the employee's job profile, job level and the salary grade with due observance of the rules of the university job classification system, "University Job Classification" (UFO), as stated in Appendix J, and the rules pertaining to career development as referred to in Article 6.5. The Job Classification Objections Scheme applies to the classification.
- 2 If an employee who is twenty two years of age or older is employed within the framework of the Entry level and Step up Jobs Decree for the long term unemployed (Bulletin of Acts & Decrees 1999, 591), he shall be granted the salary specified after salary number 0 in the sequence of salaries applicable to him in table 1.3 Appendix A.
- 3 This Article shall not apply to an employee filling a position that is subsidised on the basis of a promotion of employment by the government, nor to a trainee or student with whom an employment contract was entered into within the framework of day-time training or similar training. In the cases listed above, specific regulations for the remuneration of these categories apply.

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

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

### Article 3.7 Deputising

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

### Article 3.8 Starting grades

- 1 If an employee is employed in a new position and is not yet able to fully perform the duties of this position, he can be placed in a starting grade.
- 2 As soon as an evaluation during the grading period proves that the employee performs his duties properly, he is placed in the salary grade corresponding to the position.
- 3 The starting grade referred to in paragraphs 1 and 2 is the first lower salary grade, except for salary grade 10, for which salary grade 8 is the starting grade.
- 4 The maximum duration of placement in a starting grade is two years.
- 5 If the employee still does not perform his duties properly six months prior to expiry of the maximum period referred to in paragraph 4, the employer shall consult with the employee about a different career perspective, either within the institution or elsewhere.

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

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

### Article 3.10 Doctoral candidate salary

- 1 The doctoral candidate is subject to salary grades P0, P1, P2 and P3.
- 2 On inception of the employment contract, the doctoral candidate is placed in salary grade P0 for a period of 12 months.
- 3 At the end of the period of 12 months referred to in paragraph 2, the doctoral candidate will be placed in salary grade P1, also if the first employment contract of the doctoral candidate runs longer than 12 months. In derogation of Article 3.3, paragraph 3, the salary increase is not linked to the performance assessment. The salary increase does not, therefore, constitute an opinion about the doctoral candidate's performance in the first year of employment.
- 4 Each subsequent salary increase shall take place only after an annual assessment.
- 5 If the doctoral candidate still has not had his annual assessment 15 months after the last periodic salary increase and when this cannot be attributed to the person involved, the next salary increase shall take effect automatically while upholding the original incremental date.

- 6 The final salary of the doctoral candidate is set to salary grade P3, which is equal to salary scale 10, grade 2.
- 7 No longer applicable.
- 8 No longer applicable.
- 9 Starting grades as referred to in Article 3.8 do not apply to the grade placement of a doctoral candidate.

### Article 3.11 Taxability

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

### Article 3.12 Holiday allowance

- 1 The employee is entitled to a holiday allowance amounting to 8% of his total remuneration.
- 2 For employees who are 22 or older, the holiday allowance shall be at least a monthly amount (as included in Appendix A, tables 2.2 and 2.4) to be determined by the parties concerned, on the understanding that this amount shall be reduced proportionally in case of part-time work. The minimum holiday allowance will be adjusted according to the salary increase agreed between the parties.
- 3 For employees younger than 22, 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 22. The maximum reduction in this connection shall be 50%, on the understanding that the amount the employee is entitled to shall be reduced proportionally in the event of part-time work.
- 4 If an employee receives only a portion of his total remuneration on the grounds of Article 7.2, he shall be considered to be receiving his total remuneration for the purposes of the application of paragraph 1, on the understanding that the employee shall be considered to be receiving no remuneration, as far as the application of paragraph 1 is concerned, if the actual remuneration received has been reduced to the amount of that portion of the pension contribution that can be claimed from the employee.
- 5 The employer shall pay out the holiday allowance once a year over the period of twelve months starting with the month of June in the preceding calendar year.
- 6 In case of dismissal of the employee, payment shall be made over the period between the end of the last period for which holiday allowance was paid out and the date of dismissal.

### Article 3.13 Performance bonus

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

### Article 3.14 Labour market-related bonus

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

### Article 3.15 Bonus for temporary substitution

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

### Article 3.16 Bonuses for other reasons

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

### Article 3.17 Withdrawal of a bonus

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

### Article 3.18 Minimum wage allowance

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

## Section 2 Bonuses and compensation

### Article 3.19 Long service

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

### Article 3.20 Job performance bonus

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

### Article 3.21 Work-related expenses

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

### Article 3.22 Expenses related to development

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

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

### Article 3.23 Professional expenses

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

### Article 3.24 Indexation

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

## Section 3 Allowances for unusual working hours

### Article 3.25 Allowance for work at unsociable hours

- 1 The employer shall grant an allowance to the employee who is a member of the supporting and administrative staff to whom a salary scale of lower than scale 11 applies and who carries out work other than assigned overtime work within the times specified in the second paragraph.
- 2 With due observance of the provisions stated in paragraph 4 of this Article, the additional compensation per hour worked shall amount to the following percentages of the employee's hourly wage:
  - a 40% for hours worked on Mondays to Fridays between 00.00 to 07.00 hours and between 20.00 and 24.00 hours, and for hours worked on Saturdays;
  - b 75% for hours worked on Sundays and public holidays;
  - c until 1 January 2008, 40% for hours worked on Mondays to Fridays between 18.00 and 20.00 hours.
- 3 a The above percentages shall be calculated on the basis of the maximum hourly wage

stipulated in scale 7, number 10.

- b In case the employee makes use of the individual choices model, the salary referred to in the second paragraph and under a will be calculated per hour over the salary without deduction of any sources set in the individual choices model in money.
- 4 The employer can, in consultation with the employee, decide not to grant the allowance referred to in paragraph 1 of this Article provided the employee started work at a public university after 1 April 1997 or a special university after 1 January 2006, and provided the working hours both are fixed and take place during the business hours stipulated in Article 4.3.

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

- 1 The employer shall grant a decreasing allowance to an employee if an employee's compensation, as referred to in Article 3.25, has been permanently reduced through no fault of his own as a result of an allowance's termination or reduction and if such an allowance has been in place without any significant interruption, as referred to in paragraph 6 of this Article, for at least two years.
- 2 An employee shall be entitled to a decreasing allowance for a period of not more than one-fourth the number of months during which an allowance was in place, to a maximum of 36 months. The decreasing allowance shall be paid out in three periods of not more than 12 months and amount to 75%, 50% and 25% of the allowance, respectively.
- 3 The employer shall grant a permanent allowance to an employee aged 55 or older if the employee's compensation as referred to in Article 3.25 has been permanently reduced through no fault of his own as a result of an allowance's termination or reduction and if such an allowance has been in place for a minimum of 15 years without any significant interruption as referred to in paragraph 6 of this Article.
- 4 If the employer grants an employee a new allowance, as referred to in Article 3.25, while a decreasing allowance is still in effect, the amount of the new allowance shall be subtracted from the decreasing allowance.
- 5 The employee to whom a salary scale of lower than scale 8 applies and of which the allowance, as a result of the amendment as from 1 January 2008 of Article 3.25, second paragraph under c (adjustment of normal working day), is permanently reduced on an annual basis by at least € 300 gross shall be entitled to a decreasing allowance in four periods. In the first period of 26 months until 1 March 2010 at the latest, the percentage will amount to 100%. The subsequent periods, each of 12 months at most, the percentages shall amount to 75%, 50% and 25%, respectively, of the reduction of the allowance. When calculating the term of this decreasing allowance of 36 months at most, as referred to in paragraph 2, the period until 1 March 2010 does not count.
- 6 A significant interruption is understood to mean absence from the job other than sick leave for a period of longer than two months.
- 7 The employer can, in accordance with his own rules, grant an allowance to a particular group of

employees aged 55 and older who have suffered a permanent reduction in pay because of the loss of an allowance under the meaning of Article 3.25.

- 8 Until 1 January 2008 it shall remain the case that, for the application of paragraphs 1,2 and 3, the allowance must be at least 3% of the sum of the salary and the allowances referred to in Articles 3.13, paragraph 2, and 3.16.

### Article 3.27 On-call and standby shifts

- 1 The employer shall grant an allowance to an employee who is a member of the supporting and management staff and to whom a salary scale of lower than scale 11 applies, and who must, in accordance with the employer's written instruction, remain on-call on a regular or fairly regular basis to perform work as required outside the working hours applicable to him/her under the working hours regulation referred to in Article 4.2.
- 2
  - a The allowance shall be 10% of the applicable hourly wage for every full hour the employee remains on-call, subject to the maximum permitted for pay scale 3.
  - b In case the employee makes use of the individual choices model, as from 1 January 2008 the salary referred to under a. will be calculated per hour over the salary without deduction of any monetary sources chosen individually in the individual choices model.
- 3 The allowance calculated on the basis of paragraph 2 of this Article shall be increased by 25% of the salary per hour for a standby shift.
- 4 If the work to be performed is urgent the provisions in Article 3.28 shall apply, with due observance of the following:
  - a in the event of work on an on-call shift, the overtime shall start the moment the employee leaves his home outside the grounds of the university and end as soon as he has returned home, it shall 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 3.28 Overtime

- 1 The employer shall grant an allowance to an employee who is a member of the supporting and management staff and to whom a salary scale of lower than scale 11 applies, and who works overtime at the employer's instruction.
- 2 Overtime is understood to mean: work performed outside the working hours applying to the employee, insofar as this means that the employee exceeds the number of working hours applying to him/her per period of work, with the period of work being one week.
- 3 The compensation for overtime shall consist of leave equal to the duration of the overtime. In

addition, the employer shall grant additional leave based on the provisions of paragraph 4. If the work does not allow the granting of leave and/or additional leave in time, financial compensation shall be awarded instead.

- 4 Such additional leave or financial compensation shall consist of a percentage of the duration of overtime based on the employee's hourly wage, being:
  - a 25% for overtime worked between 7am and 6pm from Mondays to Fridays;
  - b 50% for overtime worked between 6pm and 7am the following morning from Mondays to Fridays and overtime worked between midnight and 4pm on Saturdays;
  - c 100% for overtime worked after 4pm on Saturdays and any overtime worked on Sundays and public holidays.

In case the employee makes use of the individual choices model, the salary referred to under a will be calculated per hour over the salary without deduction of any sources set in the individual choices model in money.

- 5 No compensation shall be granted for overtime of less than 30 minutes performed immediately after the close of the regular working day.
- 6 No overtime compensation shall be granted to groups of employees specified by the employer in consultation with local employees' organisations.
- 7 Upon request, an employee shall be exempted from working overtime if, in the opinion of the employer, there are special circumstances preventing him/her from performing additional work.

#### Article 3.29 Expired

- 1 Moved to Article B, Appendix B.13.

# Chapter 4

## 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 Article 1.3 of the Working Hours Act in consultation with local employees' organisations.
- 4 The employees' working hours shall be regulated in such a way that the employee works no more than 5 successive days a week if possible.
- 5 No work shall be performed on Saturdays, Sundays and the public holidays referred to in Article 4.9.
- 6 The provisions of paragraphs 4 and 5 may be deviated from if the interests of the institution render this unavoidable.
- 7 In the regulation of his working hours, the employee's Sunday rest shall be limited as little as possible and he shall be given maximum opportunity to visit the church of his choice on Sundays and the church holidays applicable to him.
- 8 To the employee who, by virtue of his religious convictions, observes the weekly day of rest on a day other than Sunday, paragraph 7 applies by analogy, provided that the employee has submitted a relevant written request to the employer.

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

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

#### Article 4.4 Scope of individual working hours

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

#### Article 4.4a Function based contracts (experiment article)

- 1 For the term of the Collective Labour Agreement for Dutch Universities (CAO NU) from 1 September 2007 to 1 March 2010, a function based contract may, with the mutual assent of the employer and the employee, be concluded with a member of the academic staff each calendar year.
  - 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 leave and working and resting hours in practice.
  - 3 The Collective Labour Agreement (CAO) applies to employees with a function based contract, with the exception of:
    - a the provisions relating to length of working time and working hours in Articles 4.1 to 4.4 inclusive and 4.5 to 4.9 inclusive;
    - b the provisions relating to leave in Articles 4.13a to 4.23 inclusive;
    - c the provisions relating to the individual choices model in Articles 5.3, paragraph 1 under a, 5.4, paragraph 1 under a, 5.5 and 5.6.
- The total number of holidays per calendar year shall be deemed to have been taken up on 31 December of the calendar year or at the end of employment in the course of the calendar year.
- 4 In case of unforeseen circumstances, including long term illness and pregnancy, the employer and employee shall consult about the continuation or otherwise of the function based contract. In case of the function based contract being continued, the work to be performed will if necessary be reviewed.
  - 5 The function based contract shall in any case include agreements about the following:
    - a the work to be performed by the employee in relation to the scope of the employment;
    - b the availability and presence of the employee;
    - c the possibility of sabbatical leave in accordance with Article 4.16a.
  - 6 The application of the 'function based contract' instrument will be evaluated before the end of this Collective Labour Agreement (CAO). The evaluation shall in any case take work pressure, the capacity of senior staff to deal with those pressures, part time working into account, and will also assess the value of working with function based contracts and the manner in which they are concluded.

#### Article 4.5 60+ scheme

- 1 An employee who is sixty years of age or older may at his own request be given permission by the employer to work half an hour less on days on which he would have worked at least 8 hours.
- 2 When participating in a Senior Staff Scheme, there is no entitlement to the reduction in working hours referred to in paragraph 1.

## Section 2 Holidays

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

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

#### Article 4.7 Holidays

- 1 In case of full-time employment, the number of holiday hours per calendar year shall be:
  - a 248 hours in 2007;
  - b 240 hours in 2008;
  - c 232 hours in 2009.

For employees born prior to 1 January 1950 and who have been continuously employed by an ABP-affiliated employer since 1 April 1997 (and thereby fall under the VUT/FPU transitional measure of 1 April 1997), the number of holiday hours referred to above will be reduced by 16 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 is only granted insofar as it is not in conflict with the interests of the institution.
- 3 The employer can lay down further regulations in consultation with local employees' organisations, with due observance of the provisions in this Article.
- 4 The rules referred to in paragraph 3 include the rules pertaining to payment of allowances during the holiday, as referred to in Articles 3.25 and 3.27. These (further) rules are subject to Article 10.9.
- 5 An employee's request to take leave for a religious holiday in accordance with his religious convictions shall be granted up to a maximum of 5 days a year, unless business interests do not allow for it.
- 6 Following concurrence and consultation with local employees' organisations, the employer can appoint no more than 7 days per year as collective days off, on which day the employee must take time off for the number of hours he would have normally worked.
- 7 Following agreement from local employees' organisations, a maximum of 56 holiday hours may be

converted into extra working hours, to be paid out in accordance with Article 5.7 paragraph 2, if the job concerned is not shared, or if it is a job in a small working unit.

- 8 a The employee takes the holiday in the year during which entitlement is built up. The employer shall enable the employee to do so, with due observance of the second sentence of paragraph 2. The employee is only allowed to carry over holidays to a following year if this has been agreed with the employer.
- b If the employee does not use his entire holiday entitlement in one 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 leave is taken;
  - another arrangement that will reduce the remaining entitlement.
- c If the employee has not made any arrangements (referred to under a or b) with the employer on 1 July, the employer can determine a holiday period of no more than four times the employee's weekly working hours.
- The outcome of the agreements under b and c shall be approved by the employer in writing.
- 9 Following agreement with local employees' organisations, the employer can make an arrangement which deviates from or supplements the previous paragraph in order to prevent the accumulation of holidays.
- 10 In consultation with local employees' organisations, the employer may decide to continue the policy of the employee or groups of employees having their additional leave as a result of a reduction in working hours paid out annually prior to 1 September 2003. The number of days paid out in money shall be deducted from the holiday hours entitlement referred to in paragraph 1.
- 11 a An employee who does not perform the stipulated work at all due to illness or occupational disability, is entitled to holidays for the period during which the work was not performed due to illness or occupational disability up to a maximum of six months, on the understanding that periods are composed if they succeed each other within a month. An employee who, due to illness or occupational disability, performs the stipulated work for only part of the agreed working hours, is only entitled to holidays which form a proportional share of that which he would have been entitled to if he would have worked all the agreed working hours. If the illness or occupational disability was caused by the employee with intent, the employee is not entitled to holidays.
- b In the event of long-term illness or disability and without prejudice to the provisions under a, the arrangement between the employer and the employee, made prior to the

first day of illness or disability, about the details of the flexible working hours scheme shall remain in force, even if the term of the agreement is exceeded in the period of long-term illness or occupational disability. Settlement of the holiday hours under the agreement with the holiday balance shall be limited to six months after the first day of illness.

#### Article 4.8 Age related hours at Special Universities

Within the framework of an age-conscious staff policy and assuming full-time employment, the number of holiday hours specified in Article 4.7, paragraph 1 shall, in the case of employees at special universities, be increased in accordance with the following table, starting in the calendar year during which the employee reaches the specified age or age category:

Age	Increase
18 years	24 holiday hours
19 years	16 holiday hours
20 years	8 holiday hours
30-39 years	8 holiday hours
40-44 years	16 holiday hours
45-49 years	24 holiday hours
50-54 years	32 holiday hours
55-59 years	40 holiday hours
60 years and older	48 holiday hours

### Section 3a Leave other than holidays

#### Article 4.9 Leave on public holidays

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

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

#### **Article 4.10 Leave during illness**

- 1 An employee, who is fully or partially prevented from working as a result of illness, shall by law enjoy full or partial leave in accordance with the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU).
- 2 The employee who is on full or partial leave as a result of illness shall be entitled to continued payment of wages in accordance with the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU).

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

- 1 Pre and post maternity leave, adoption leave, foster care leave, calamities and short-term non-attendance 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.
- 2 The (further) rules as referred to in paragraph 1 under c are subject to Article 10.9.

#### **Article 4.12 Pre and post maternity leave**

- 1 A female employee who enjoys pre and post 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 maternity leave is at least 16 weeks, at least 10 weeks of which are reserved for post maternity leave. The actual term and the moment on which it is taken are regulated in the Work and Care Act.

#### Article 4.13 Adoption and foster care leave

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

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

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

This scheme applies to all employees who are entitled to parental leave by virtue of the Work and Care Act.

#### Article 4.13b Parental relationship

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

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

- 1 The maximum number of hours of leave to which the employee is entitled is 13 times the weekly working hours.
- 2 The leave shall be taken weekly during a consecutive period not exceeding six months.
- 3 The maximum number of hours of leave per week is 50% of weekly working hours.
- 4 Notwithstanding the provisions in paragraphs 2 and 3, the employee can request the employer to:
  - a grant leave for a period exceeding six months;

- b divide the leave into a maximum of three periods of at least one month each;
  - c allow the leave taken per week to exceed one-half the weekly working hours.
- 5 The employer can postpone or, in exceptional cases, refuse the leave requested by the employee referred to in paragraph 4 if there are compelling business or departmental reasons for doing so.

#### Article 4.13d Entitlement to leave

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

#### Article 4.13e Application for leave

- 1 The employee shall inform the employer in writing of the intention to take leave at least two months prior to the starting date of the leave, stating:
  - a the period of the leave;
  - b the number of weekly leave hours;
  - c the distribution of leave hours throughout the week.
- 2 The starting and ending dates of the leave can be made contingent on the date of birth, the date of maternity leave or the start of the care.
- 3 The employer can change the distribution of leave hours throughout the week on the grounds of compelling business or departmental reasons up to four weeks prior to the starting date of the leave and after discussing this with the employee.
- 4 In the event the leave is divided into periods on the grounds of Article 4.13c, paragraph 4 under b, the first three paragraphs of this Article shall apply to each period.

#### Article 4.13f Financial and other consequences

- 1 The employee shall retain 62.5% of his total remuneration over the hours of leave.
- 2 There shall be no accumulation of holiday hours over the hours of the parental leave.
- 3 Any commuting allowance shall be adjusted proportional to the actual working days.
- 4 During illness or disability, the parental leave shall not be suspended and the pay over the hours of leave shall remain 62.5% of the total remuneration.
- 5 In the event the employee hands in his notice within six months of the end of the parental leave on partial pay, or his employment is terminated due to circumstances attributable to him, he shall be

obligated to repay the partial remuneration he received.

- 6 Pension premium payments shall continue in full during the parental leave, subject to the regular apportionment of the pension contribution costs between employer and employee.

#### **Article 4.13g Cancellation or change**

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

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

In the event this Collective Labour Agreement (CAO) does not provide for situations, or results in clearly unreasonable situations, the employer can come to a special arrangement with the employee.

#### **Article 4.13i Implementation and transitional provision**

Employees who started making use of a pre-existing local parental leave scheme prior to 1 January 2007 shall remain subject to the provisions of that scheme for the entire term of the leave.

## **Section 3c Other leave, including sabbatical leave and life course scheme**

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

- 1 In case of serious illness of the partner, parents or children (including step children/parents, daughters and sons/mothers and fathers-in-law, foster children/parents) 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 Article 17(1) of the Social Insurance (Funding)

Act.

- 3 Any leave exceeding the period referred to in paragraph 2 shall be granted, unless business interests do not allow for this.

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

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

#### Article 4.16a The sabbatical

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

#### Article 4.16b Life course

- 1 An employee who wishes to use his life course balance is entitled to use leave days for this, insofar as this is in accordance with tax regulations and the life course savings scheme of the institution.
- 2 The employer shall stipulate a life course savings scheme on the basis of frameworks as referred to in Article 4.16c, in consultation with local employees' organisations.

#### Article 4.16c Life course scheme contexts

- 1 The life course scheme forms an integral part of the individual choices model.
- 2 Agreements are made with local employees' organisations about the integration of the long term saving variant and the life course scheme in the local regulation.
- 3 An employee can make use of a life course leave as from one year after his commencement of employment. This leave must be applied for four months in advance. A shorter term can be established in the case of care leave or parental leave.
- 4 When the employee takes up life course leave, the agreements governing the pensionability of life course leave as approved by the Pensions Supervisory Authority on 8 March 2006 apply. In addition, the following has been further agreed for the university sector:
  - existing agreements about pension build up and social security in the case of sabbatical leave, parental leave and care leave shall remain in force;
  - in the case of life course leave for reasons other than those specified above, the regular division between the employer and employee as regards pension premium contributions shall apply as from 1 January 2006 (or as from the date on which employment commences afterwards), once every eight calendar years for a period of at most nine months, shall apply.
- 5 Bringing along the life course balance upon changing employer shall be arranged.
- 6 Statutory regulations concerning social security shall be adhered to. Statutory regulations concerning social security shall be adhered to. Disability during life course leave shall have no suspensive effect on the leave.
- 7 If the life course leave exceeds a period of three months, the periodic date of the employee shall be moved up by the number of full months by which the leave exceeds a period of three months.
- 8 No holiday as referred to in Article 4.7 is built up during life course leave.
- 9 Following life course leave, the employee shall in principle return to the same job.
- 10 If reorganisation takes place during the life course leave of an employee which involves the (former) workplace of the employee, the employee shall be treated in the same way as other employees involved in the reorganisation.

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

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

pension contributions.

- 2 The (further) rules as referred to in paragraph 1 are subject to Article 10.9.

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

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

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

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

## **Section 4 Senior Staff Scheme**

#### **Article 4.20 General**

The following Senior Staff Schemes are (or have been) applicable to university employees; stating the period of validity and where they can be found in this Collective Labour Agreement (CAO):

- a Senior Staff Scheme 2006: valid from 1 January 2006, included in Chapter 4 Section 4 (Articles 4.21 to 4.23) and in Appendix B, section 6;
- b Senior Staff Scheme 2004: valid from 1 January 2004, scheme included in Appendix B Section 5;
- c General Senior Staff Scheme 1998: valid from 1 August 1998 until 31 December 2003, included in Appendix B Section 1;
- d Age-dependent policy: valid from 1 August 1998 until 1 August 2003, scheme included in Appendix B Section 2.

#### **Article 4.21 Senior Staff Scheme 2006**

- 1 In order to employ persons for a longer period of time, a senior staff scheme is required that is accessible to all university staff after reaching a certain age; this regulation must make it possible to relieve senior staff of some of their tasks by shortening the regular working week.

- 2 On 1 January 2006, the Senior Staff Scheme 2004 was replaced by the Senior Staff Scheme 2006 described below. Employees who use the Senior Staff Scheme 2006 shall retain all rights ensuing from this regulation until reaching the age of 65.
- 3 The Senior Staff Scheme 2006 concerns a period in which employees are given the right to work 4 days a week with retention of the full-time employment contract and full salary, in return for surrendering a number of fringe benefits. The employment contract ends upon reaching the age of 65 as referred to in Articles 8.4 paragraph 7 and 8.11 paragraph 4.

#### Article 4.22 Structure of the Senior Staff Scheme 2006

- 1 According to the provisions of this Article, a full-time employee is entitled to a working week consisting of 4 8-hour days with retention of his full salary on reaching the age of 59 if the employee renounces his entitlement to any age related hours during the period applicable to him. In 2007 his entitlement to holiday hours shall be reduced to 160 holiday hours to be taken at any time following consultation. In 2008 his entitlement shall be reduced to 152 holiday hours that can be taken at any time following consultation, and in 2009 his entitlement shall be reduced to 144 holiday hours that can be taken at any time following consultation. This employee shall be entitled to buy back holiday hours through participation in the individual choices model. It will be possible for him to buy 8 holiday hours in 2008 and 16 2009. Article 5.9, paragraph 3 does not apply in this regard.
- 2 In addition to the number of holiday hours specified in the first paragraph that can be taken at any time following consultation, the employee who usually works on a collectively appointed day is entitled to leave on this day.
- 3 For employees who were already participating in the senior staff scheme before 1 September 2007, the entitlement to holiday leave to 1 January 2010 comprises 160 holiday hours that can be taken at any time following consultation. This entitlement shall be reduced to 144 holiday hours that can be taken at any time following consultation as from 1 January 2010.
- 4 For employees who work less than full-time, Article 1.4, paragraph 5 applies to the application of the Senior Staff Scheme. As soon as the scheme results in the employee being available for less than 3 days a week, the employer can, in the interest of fulfilling the position and in consultation with the employee, record the compensation in time off on an annual basis instead of a weekly basis.
- 5 Unless otherwise agreed, additional income from work or business acquired during the period referred to in paragraph 1 shall be deducted from the salary.
- 6 In connection with paragraph 1, the employer and employee shall make timely agreements as to proportional reduction of tasks. These agreements shall be reaffirmed annually. The purpose of these agreements is to ensure that the senior employee's efforts are focused on the tasks best performed by him, those he has the most interest in, or those with regard to which he is most valuable to the institution.

#### Article 4.23 Entitled parties

Employees participating in a Senior Staff Scheme as referred to in Appendix B are excluded from participation in the Senior Staff Scheme 2006.

## Chapter 5

### Individual choices model

### Article 5.1 Preconditions

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

### Article 5.2 Definitions

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

### Article 5.3 Sources

- 1 The employee may choose from the following sources in time and money:
  - a holiday hours, with a maximum of 76 holiday hours per financial year;
  - b salary, including 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 under a does not apply if the holiday hours are used for the target referred to in Article 5.4, paragraph 1 under f.

### Article 5.4 Targets

- 1 The employee may choose from the following targets in time and money:
  - a extra holiday hours;
  - b no longer applicable;
  - c opportunities for tax exemption, including trade union contribution;
  - d additional income, whether or not for an additional payment into a life course account, with a maximum amount equal to 38 holiday hours per financial year. With regard to the use of the year end bonus, the employee (from 1 January 2009 at the latest) may alternatively opt to deposit one twelfth of his year end bonus a month into his life course account;
  - e additional build up of ABP ExtraPension, in accordance with the ABP pension scheme.

- f flexible working hours, as referred to in Article 5.6, if the requirements are met.
- 2 If the target referred to in paragraph 1 under a is understood to mean accumulating leave over several years as referred to in Article 5.5, prolongation of parental leave or leave to follow a course or training, these targets may be built up over a period of more than one year or, if the leave referred to is taken before it is built up, they may be redeemed.
- 3 Further arrangements with regard to the introduction of additional targets and/or increasing the possibilities for payment into a life course account may be made in consultation with local employees' organisations.

### Article 5.5 Long-term saving model

- 1 For a period of at least 3 and no more than 5 years, 72 extra holiday hours can be accumulated each year in addition to the holiday hours referred to in Article 5.3 paragraph 1 under a, for the purpose of an additional, continuous leave period. The duration of this continuous long-term leave shall at least equal the holiday hours accumulated during the chosen period. Article 5.7 paragraph 3 applies by analogy.
- 2
  - a If the leave is taken for the purpose of a sabbatical, the employer shall grant a bonus in time and/or money.
  - b Sabbatical leave is taken to mean a period of prolonged leave during which the employee devotes either general or specific attention to his own employability.
  - c If, in the employer's opinion, the leave days are to be taken for the purpose of a sabbatical and this is (also) in the interest of the institution, the employer and employee shall in advance reach agreement on an individual basis about:
    - 1 when and how the leave is to be taken;
    - 2 the duration;
    - 3 the amount of the bonus to be granted;
    - 4 any additional conditions.
- 3 In consultation with local employees' organisations, arrangements are made about concurrence of the long-term saving model and the life course savings scheme of the institution and further arrangements can be made regarding the criteria for the application of this method and for the maximum and minimum bonuses, in time and/or money, which may be granted.
- 4 Unless otherwise agreed, the leave accumulated in the long-term saving model shall be taken no later than one year after the end of the period during which they were accumulated. Leave not taken shall lapse after five years following the last day of the calendar year in which entitlement under the saving model was introduced.
- 5 In case of termination of the employment contract, the accumulated leave must be taken immediately prior to the end of employment. If and insofar as this is impossible, it shall be paid out. This payment shall be subject to the conditions referred to in Article 5.7, paragraph 2.

## Article 5.6 Flexible working hours

- 1 An employee is entitled to flexible working hours, unless business interests do not allow for this.
- 2 Flexible working hours means that the employee comes to an arrangement with his manager about weekly working hours that deviate from the customary 38 hours a week in accordance with Article 4.1. The difference is 2 hours a week, for which the employee either relinquishes 96 holiday hours on an annual basis if he works less than the standard number of hours, or receives extra holiday hours if he works more than the standard number of hours. When using the flexible working hours scheme, the maximum number of working hours is 40. Any consequences of the variations and consequences for leave days are included in Appendix G.
- 3 Part of the arrangement between the employer and the employee on implementation of the flexible working hours scheme may involve agreeing on periods during which the employee shall work more or fewer hours a week to accommodate for periods of more or less work.
- 4 Following agreement from local employees' organisations, the employer may choose different arrangements for the flexible working hours referred to in paragraph 2.
- 5 The arrangement between the individual employee and employer about how to apply the flexible working hours scheme is made for a period of one year. If unforeseen circumstances make it imperative to change the arrangement, the employer and employee shall consult on this.
- 6 If application of the flexible working hours scheme results in extra holiday hours, these shall be considered to be equal to the holiday referred to in Article 4.7. The above is without prejudice to Article 4.7, paragraph 8.

## Article 5.7 The value of sources and targets

- 1 The value of sources and targets in time is expressed in the norm of holiday hours.
- 2 If a source or target is exchanged for money, the parties set the value of a holiday hour for 2007 at 0.683% of the salary per month for a full time job. For 2008 the percentage is set at 0.692% and from 2009 the percentage is set at 0.704%. These percentages include 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 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; or
  - 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 Article 4 of the Pre-employment Medical Examinations Act (Bulletin of Acts & Decrees 1997, 365), an employment contract can only be entered into or amended after the interested party has been declared fit to fill the position based on the results of a pre-employment medical examination.
- 2 A pre-employment medical examination shall only be carried out if specific functional requirements have been defined for the relevant position, which can be translated into medical terms. The nature, content and scope of a pre employment medical examination shall be limited to the purpose for which it is being performed.
- 3 The results of the medical examination as referred to in paragraph 1, shall be forwarded to the interested party within 14 days of the examination.
- 4 Within 14 days of receipt of the report as referred to in paragraph 3, the interested party, who has been refused employment on medical grounds, may submit to the employer, supported by reasons, a re-examination request.
- 5 The re-examination shall take place within 4 weeks of receipt of the relevant request.
- 6 The employer shall set up more detailed rules for the procedure and for payment of the costs connected with the pre-employment medical examination. These (further) rules are subject to Article 10.9.

### Article 6.3 Attention to disadvantaged groups

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

#### Article 6.4 Appointment criteria

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

#### Article 6.5 Career development

- 1 The social policy of the institutions shall be aimed at promoting development opportunities and career prospects. The continued employability of staff requires attention in this respect. Mobility, both within and outside one's own institution, is a vital aspect here.
- 2 The employer shall establish a career policy.
- 3 Every employee with a temporary employment contract for a period of two years or longer, shall be given the opportunity to obtain career advice from a professional organisation. The employer shall bear the costs for this consultation. This possibility shall be offered within a certain time-scale so that the outcome can be used in an individual guidance programme aimed at increasing the employee's chances on the internal or external labour market.
- 4 Every employee with a permanent employment contract is entitled to career advice at least once every five years, to be completed with, if possible, consultation with an expert in the field of career development.

#### Article 6.5a Tenure track

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

## Article 6.6 Annual consultation

- 1 With due observance of any further rules to be laid down by the employer and taking into consideration the performance in the previous period, the employee is entitled to annual consultation with his line manager with regard to the way in which the employee is expected to perform during a future set period to be agreed upon, as well as the conditions under which this shall take place.
- 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. The annual consultation shall focus on, among other things, the prospective career development, personal development and any additional education needed as well as the time scale in which it can be achieved. These agreements and objectives shall be laid down and evaluated in writing.

## Article 6.7 Assessment

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

## Article 6.8 Doctoral candidate training and guidance plan

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

- c the extent, in minimum hours per month, of personal guidance from the appointed mentor to which the doctoral candidate is entitled.

### Article 6.9 Training

- 1 Keeping a close eye on the employee's knowledge and experience is of vital importance, also in order to preserve, and if possible strengthen, the employee's opportunities on the labour market, both within and outside the university sector.  
Maintaining this knowledge and experience at the desired level is a joint responsibility of the employer and the employee.
- 2 The employer may instruct the employee to attend compulsory study or training courses, if so required to function properly in a current or future position. The employer shall provide the employee with the necessary facilities in this respect.
- 3 The employee is entitled to training and may therefore request the employer to provide the facilities needed to attend a study or training course.
- 4 If the request as referred to in paragraph 3 above pertains to a study or training course which is required to enable the employee to develop properly in his position, the employer shall provide the facilities.
- 5 The employer shall provide the employee with the necessary facilities, even when there is little relation between the study or training course and the current or future position, if this contributes to the employee's career development.
- 6 The employer shall lay down further rules concerning repayment of the costs of a study or training course and can decide on further rules regarding the provision of facilities as referred to in paragraph 5.
- 7 The (further) rules as referred to in paragraph 6 are subject to Article 10.9.

## Section 2 Disciplinary measures and suspension in public universities

### Article 6.10 General

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

### Article 6.11 No longer applicable

### Article 6.12 Disciplinary measures

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

### Article 6.13 Freedom of speech

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

### Article 6.14 Suspension

- 1 An employee is legally suspended if on the basis of legal proceedings or the Law on special admission to psychiatric hospitals he has been deprived of his liberty;
- 2 An employee is not legally suspended if the deprivation of liberty is the result of a measure taken in the interest of public health.

### Article 6.15 Suspension continued

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

## Article 6.16 Disciplinary measures and suspension

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

## 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 after reaching the age of 55, an employee enters into a new employment contract at a lower salary, the employer and the employee may agree to base the pension build-up on the salary preceding the acceptance of the new employment contract on the grounds of Article 3.5 of the ABP pension scheme rules and regulations. This paragraph does not apply if the lower salary is the result of a lower part-time factor.
- 4 Paragraph 3 also applies when entering into a new employment contract with another university or institution that is subject to the Collective Labour Agreement (CAO) for Dutch Universities.

### Article 7.2 Illness and occupational disability

- 1 Staff and former staff, as referred to in Article 7.1 paragraph 1, who are wholly or partly prevented from carrying out work due to illness or occupational disability are subject to the following:
  - a the provisions of the Sickness and Disability Scheme of the Dutch Universities (ZANU);
  - b the provisions of the pension scheme rules and regulations of the General Pension Fund for Public Employees (ABP).
- 2 (Former) employees other than those referred to in paragraph 1, are subject to the statutory employee insurance schemes.
- 3 Articles 2 to 19 inclusive, 41 to 47 inclusive, 51 and 51a of ZANU equally apply to the (former) employee as referred to in paragraph 2, except in the event of conflict with the statutory employee insurance schemes.

### Article 7.3 Unemployment benefit

- 1 In the event of full or partial unemployment, the (former) employee as referred to in Article 7.1 paragraph 1, may claim benefit in accordance with the Unemployment Act (WW), provided that he fulfils the requirements of the WW, as well as an ex gratia payment in accordance with the Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum (BWNU), provided that he fulfils the BWNU requirements.
- 2 In deviation from paragraph 1, the (former) employee as referred to in Article 7.1 paragraph 1, may claim severance pay in accordance with the Unemployment Regulation of the Dutch Universities (WNU) in the event of full or partial unemployment arising prior to 1 January 2001.

- 3 In the event of unemployment, (former) employees other than those referred to in paragraphs 1 and 2, fall under the statutory employee insurance schemes.
- 4 During the term of this Collective Labour Agreement (CAO), the parties shall make no changes to the WNU or BWNU except for the provisions in paragraph 5 below.
- 5 The parties shall consult further in accordance with the provisions of Article 49b of the WNU and Article 20 of the BWNU, regarding changes resulting from adjustments in the relevant legislation.

#### Article 7.4 No longer applicable

#### Article 7.5 No longer applicable

#### Article 7.6 Death benefit

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

## Chapter 8

# Termination of the employment contract

## Section 1 Provisions that apply to public universities

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

- 1 The employer, who is authorised to enter into an employment contract, shall give written notice of dismissal for all or a part of the scope of that employment contract.
- 2 A partial dismissal shall in any case be to the extent that the relevant employee becomes unemployed within the meaning of the Unemployment Act (WW) and the Unemployment Regulation of the Dutch Universities ((B)WNU).
- 3 The written notice of dismissal shall include the date the dismissal becomes effective.
- 4 At the time of dismissal, the employer shall inform the relevant employee that, in order to be eligible for benefits on the grounds of the Unemployment Act and the Unemployment Regulation of the Dutch Universities, he is obliged to report his unemployment to the industrial insurance body no later than on the first working day following the first day of unemployment and to submit an application for benefits within three weeks of becoming unemployed, without prejudice to the other provisions of the Unemployment Regulation of the Dutch Universities relating to the obligations of the relevant employee.

### Article 8.2 Leave

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

### Article 8.3 Termination of a temporary employment contract

- 1 An employee with a temporary employment contract is deemed to be dismissed when the term of the employment contract has expired.
- 2 Supported by reasons and based on reasonable grounds, a temporary employment contract can be dissolved prematurely by the employer and employee, provided that a notice period is observed of:
  - a 3 months, if the employee has been employed for a continuous period of at least 12 months at the time notice is given;
  - b 2 months, if the employee has been employed for a continuous period of at least 6 months and less than 12 months at the time notice is given;
  - c 1 month, if the employee has been employed for a continuous period of less than 6 months at the time notice is given.

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

#### Article 8.4 Termination of a permanent employment contract

- 1 Subject to a prohibition of termination as referred to in Article 8.7, the employer can only terminate the employment contract based on reasonable grounds.
- 2 Notices must be given in writing, supported with reasons and with due observance of the applicable notice period.
- 3 Notice periods for the employer and the employee are as follows:
  - a 3 months if at the beginning of the notice period the employee has been employed for a continuous period of 12 months or more;
  - b 2 months in all other cases.
- 4 In the event of dismissal as a result of a reorganisation within the meaning of Article 9.1, the notice period is 3 months.
- 5a An employee can be dismissed by means of a disciplinary measure without a notice period and without prohibitions against termination of employment being applicable.
- 5b Without prejudice to the provisions in Article 8.7, paragraph 1 under a, an employee can be dismissed without having to observe a notice period, in the event of permanent occupational disability due to illness or disability.
- 5c An employee can be dismissed without having to observe a notice period if the employee no longer meets the requirements for appointment on the grounds of the Aliens Act.
- 6 If the employer has the intention to terminate the employment contract due to employee's incompetence or unsuitability, the employer shall investigate whether other suitable work is available for the employee, unless the shortcomings can be attributed to faults or actions on the part of the employee.
- 7 The employment contract shall in any case terminate on the day the employee reaches the age of 65.

### Article 8.5 Notice of termination by the employer

- 1 A notice to terminate by the employer can only be refused if prosecution for a criminal offence has been instituted against the employee or if disciplinary dismissal is being considered.
- 2 The notice period applicable to the employee, as referred to in Articles 8.3 and 8.4, may be deviated from if:
  - a a disciplinary measure is being considered against the employee;
  - b this would be in the interest of the institution, on the understanding that the period of three months may be extended to a maximum of six months and that the employee's interests shall be taken into reasonable consideration when extending;
  - c at the employee's request.

### Article 8.6 Dismissal order

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

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

### Article 8.7 Prohibitions against termination

- 1 The employer is forbidden to terminate a permanent employment contract and prematurely terminate a fixed term employment contract:
  - a1 during the time that an employee is unable to perform his duties due to illness or disability, unless the inability to work has lasted a minimum of two years or the inability to work commenced after the employee was informed in writing that he was to be dismissed, or when the situation as referred to in Article 8.8 applies;
  - a2 in the event that the Employed Persons' Insurance Administration Agency (UWV) determines during the claim assessment following the two year period of occupational disability that the remaining earning capacity is over 65%;
  - b during the time that an employee is conscripted into the army/alternative service;
  - c during pregnancy; the employer may request a declaration from a physician or midwife

- d as proof of pregnancy;
    - d during the period in which the employee is on maternity leave as intended in Article 3.1 paragraph 3 of the Work and Care Act and during a period of six weeks after resuming work or a period of incapacity for work as a result of the birth or the preceding pregnancy following maternity leave.
- 2 The employer cannot terminate an employee's employment contract due to:
  - a the employee exercising his right to parental leave;
  - b marriage or partner registration of the employee;
  - c the fact that the employee takes leave to attend meetings as part of the fulfilment of a public-law position, with the exception of an employee who, as a member, attends meetings of the House of Representatives of the States General or its committees or who has accepted an appointment as Minister or State Secretary;
  - d placement on a list of candidates for the employee participation body as referred to in Article 1.1 sub o;
  - e the performance of tasks flowing from his membership in the employee participation body as referred to in Article 1.1, or because of this membership for a period of two years after its termination;
  - f membership of a standing committee of the body stated under e;
  - g membership of the Occupational Health and Safety Committee and for a period of two years following termination of that membership;
  - h being an expert employee as referred to in Article 13, paragraph 1 of the Working Conditions Act;
  - i being the official secretary of the employee participation body stated under e;
  - j the employee having requested modification of the working hours, judicially or extra-judicially.
- 3 The employer is not permitted to terminate an employee's employment contract because of membership of a trade union or because he performs or participates in trade union activities, unless those activities are performed during working hours without permission.
- 4 The termination prohibitions listed in this Article do not apply if the employee agrees to his dismissal in writing.
- 5 Paragraph 1 does not apply if the dismissal is the result of activities of the organisational unit in which the employee was mainly or exclusively working being discontinued.

### Article 8.8 Dismissal during illness

- 1 Without prejudice to the provisions of Article 8.7, paragraph 1, sub a, an employee who is unable to work in connection with incapacity due to illness may be dismissed if without reasonable grounds he refuses to:

- a comply with any reasonable instructions given or measures taken by the employer or by an expert appointed through the employer to enable him to carry out his work or other suitable work as referred to in Article 1 sub r of ZANU; or
  - b carry out suitable work on the instruction of the employer; or
  - c cooperate in drawing up, evaluating and adjusting an action plan as referred to in Article 25, paragraph 2 of the WIA.
- 2 In order to assess whether paragraph 1 applies, the employer shall seek relevant advice from the Employed Persons' Insurance Administration Agency (UWV) and take this into consideration.

### Article 8.9 Objection against dismissal decision

- 1 In respect of decisions made pertaining to dismissal objections, the employer shall set up an advisory committee as referred to in Article 7:13 of the General Administration Act.
- 2 This advisory committee shall consist of a chairman and two members. They are appointed by the employer. One member is proposed by the employer, whereas the other member is proposed by the joint employees' organisations part of this Collective Labour Agreement (CAO). The members jointly propose a chairman. Substitute members and a deputy chairman are proposed following the same procedure.
- 3 Dismissal due to a reorganisation or discontinuation of the position, redundant staff, no longer meeting the job requirements, incompetence or unsuitability - not being a dismissal within the meaning of Article 8.3 paragraph 1 - shall not take effect until one week after the employer has reached a decision on the objection. Article 9.15, paragraph 3 shall also apply in the case of involuntary dismissal resulting from reorganisation at a public university.

### Article 8.10 Fair and equitable regulation

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

## Section 2 Provisions that apply to special universities

### Article 8.11 Notice of termination and dismissal order

- 1 A notice of termination given by either the employer or the employee must be in writing, supported with reasons and with due observance of the applicable notice period.
- 2 In deviation from Article 7:672, paragraphs 2 and 3 of the Dutch Civil Code, the notice period shall represent a term of:

- a 3 months if at the beginning of the notice period the employee has been employed for a continuous period of 12 months or more;
  - b 2 months in all other cases.
- 3 A temporary employment contract can only be prematurely dissolved when agreed in writing.
  - 4 The employment contract shall terminate by operation of law on the day the employee reaches the age of 65.
  - 5 Article 8.7, first paragraph under a2 shall apply mutatis mutandis.

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

The termination of a temporary employment contract other than through the employee's resignation and other than during the probationary period within the meaning of Article 2.2, paragraph 2, shall be communicated to the employee in writing at least three months prior to the termination date.

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

#### **Article 8.13 Outsourcing and privatisation**

In the event that sections of the institution are privatised, the Collective Labour Agreement (CAO) for Dutch Universities (NU) shall either remain in force or the Collective Labour Agreement for the relevant industry or sector shall apply.

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

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

# Chapter 9

## Reorganisations

## Section 1 Reorganisation

### Article 9.1 Concept of reorganisation

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

### Article 9.2 Notification of intention to reorganise

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

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

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

### Article 9.4 Redundancy package

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

### Article 9.5 Reorganisation and Staff Plan

- 1 Following on from and with due observance of the details in the intention to reorganise, the employer shall draw up a Reorganisation and Staff Plan.
- 2 The Reorganisation Plan shall give a detailed description of the intended change in the organisation. The Reorganisation Plan shall in any case include:
  - a the objective and task of the new organisation and its separate units;
  - b quantitative staffing details;
  - c qualitative staffing details.
- 3 The Staff Plan shall, on the basis of the Reorganisation Plan, describe the expected consequences for the legal status of the individual employee. The Plan shall in any case include:
  - a how and which employees are affected by positional changes within the organisation;
  - b which employees are subject to potential dismissal;
  - c which employees shall be directly and drastically affected in their legal status in any other way;
  - d in what way, with due observance of the Social Policy Framework and the Redundancy Package, if applicable, the expected consequences for the legal status of the employees shall be dealt with.
- 4 The Staff Plan shall be drawn up simultaneously or following the Reorganisation Plan.

### Article 9.6 Decision on the Reorganisation Plan

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

### Article 9.7 Decision on the Staff Plan

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

## Section 2 Social Policy Framework within reorganisations

### Article 9.8 Basic Principles

- 1 During a reorganisation, the following basic principles apply:
  - a the employer shall try to keep compulsory redundancies to a minimum;

- b the employer shall provide the best possible support to any employee who is subject to potential dismissal when securing a suitable position within or outside the university.
- 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.

#### Article 9.9 Dismissal order for interchangeable positions

Insofar as the jobs to be cut as a result of a reorganisation contain interchangeable positions as referred to in the Dismissals Decree, the order of dismissal of interchangeable positions per category is determined as follows:

- a within the organisational unit which is subject to the cutback, the first candidates for dismissal are the employees with the shortest employment history;
- b in the event of simultaneous dismissal of ten or more employees within the relevant organisational unit, the employer may apply sub a per age group: 15-25 years of age, 25-35 years of age, 35-45 years of age, 45-55 years of age and those of 55 and older;
- c the employer may deviate from the order indicated above if it can make it plausible that a particular employee possesses such special knowledge or skills that his dismissal would be too detrimental to the functioning of the organisational unit;
- d in derogation of that stated under a and b, the order of dismissal as defined in the Dismissals Decree apply to non teaching members of staff that work at a special university.

#### Article 9.10 Alternative dismissal order

- 1 The employer may deviate from Article 9.9 and in consultation with local employees' organisations decide upon an alternative order of dismissal, if so required within the interest of the institution or organisational unit.
- 2 Insofar as the Dismissals Decree does not allow this, paragraph 1 does not apply to teaching staff at special universities.

#### Article 9.11 Employment protection term

- 1 The employer shall for a period of 10 months not dissolve the employment contract of an employee who on the basis of a reorganisation is subject to potential dismissal.
- 2 The period of 10 months commences on the first day of the month following the month in which the employee is informed of his potential dismissal in writing. This notification is not sent until the Reorganisation Plan has been decided on.

### Article 9.12 Study on suitable work

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

- 1 During the re-employment study period, the employee can, within reasonableness, be instructed to carry out alternative duties.
- 2 Re-employment may be in the form of a trial placement for a maximum of 12 months.
- 3 During the re-employment study period, the employee can be seconded outside the institution. The secondment must be approved by the employer. Any agreements made in respect of the secondment are recorded in writing.

### 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.

### Article 9.14 Employability

- 1 The employee who, within the framework of a reorganisation, is subject to potential dismissal shall, on the initiative of the employer or at the employee's request, qualify for one or more provisions geared to personal circumstances, such as:
  - retraining and/or refresher courses, aimed both at broadening the possibilities for re-employment and at increasing the chances in the external labour market;
  - outplacement;
  - alternative provisions which increase the possibilities of a suitable position.
- 2 The costs of the provisions, as referred to in paragraph 1, are at the expense of the employer.
- 3 If, in the opinion of the employer, the employee renders insufficient cooperation with regard to his own employability, any rights in respect of a re-employment study as referred to in Article 9.12, the provisions geared to the personal situation as referred to in paragraph 1, as well as the provisions of paragraph 5, shall lapse. On that occasion, the employment contract may be terminated with due observance of the notice period.
- 4 If the employee referred to in paragraph 3 has refused to accept a suitable position, the employment contract can be terminated with due observance of the notice period, while there shall be no assessment pursuant to Article 9.15.  
If the employee referred to in paragraph 3 refuses to cooperate in the redeployment investigation, the employer can request the assessment committee to give a decision immediately pursuant to Article 9.15.

- 5 During the re-employment study and for up to a maximum of two years following the dismissal date the employee shall, at his request and insofar as he is unemployed, be informed on vacancies within the institution. He shall be regarded as an internal candidate for those vacancies.

## Section 3 Assessment committee

### Article 9.15 Assessment Committee for public universities

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

## Section 4 Transitional provisions

### Article 9.16 Transitional provisions for public universities

- 1 Reorganisations at public universities, during which the individual written notifications of potential dismissal are distributed prior to 1 September 2005, are processed in accordance with the provisions of the Collective Labour Agreement (CAO) for Dutch Universities, part 1, 2003-2004.
- 2 For reorganisations at public universities when the individual is sent a written announcement of

imminent dismissal before 1 January 2008, a period for conducting an investigation into redeployment possibilities and a term of protection against dismissal of 15 months, which includes the notice period, shall apply.

#### **Article 9.17 Transitional provisions for special universities**

- 1 Reorganisations at special universities, during which the individual written notifications of potential dismissal are distributed prior to 1 September 2005, are processed in accordance with the provisions of the Collective Labour Agreement (CAO) for Dutch Universities, part 2, 2003-2004.
- 2 In the event of reorganisations at special universities, during which the individual written notifications of potential dismissal are distributed prior to 1 September 2007, the following additional transitional provisions apply:
  - a Reorganisations in respect of which the individual written notifications of potential dismissal are distributed after 1 September 2005, yet prior to 1 September 2006, are subject to a re-employment study period and re-employment protection term of 9 months, which includes the notice period;
  - b Reorganisations in respect of which the individual written notifications of potential dismissal are distributed after 1 September 2006, yet prior to 1 January 2008, are subject to a re-employment study period and re-employment protection term of 12 months, which includes the notice period.

## 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.

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

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

### Article 10.3 Student assistant exclusions

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

### Article 10.4 Student assistant salary

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

## Section 2 Medical/clinical academic staff

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

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

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

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

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

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

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

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

- 1 If the Transitional Scheme for the Introduction of RUVA granted rights to individual employees which meanwhile have been converted into individual claims, they shall continue to apply in full within the framework of this Collective Labour Agreement (CAO).
- 2 The following definitions are relevant to employees of the University of Amsterdam (UvA):
  - a ARA: Amsterdam Civil Servants Regulations, insofar as these were (equally) applicable to the employee on 31 December 1995 pursuant to Article 16.23 of the Law on Higher Education and Academic Research (WHW);
  - b RWU: Regulations on the Legal Status of Academic Staff at the University of Amsterdam;
  - c RWU implementation regulations: regulation on employment contracts, commencement of employment and remuneration of academic staff at the University of Amsterdam, as laid down by the Board of Governors in respect of the implementation of RWU.
- 3 The job descriptions and requirements for appointment and promotion with regard to (senior) lecturer or (senior) researcher positions, established on the basis of RWU (Appendix B in the Implementation Regulations for RWU as amended by decision of the Board of Governors on 9 February 1996. no. 00030) shall continue to apply until alternative descriptions, requirements or special regulations have been introduced on the basis of the Collective Labour Agreement (CAO).

- 4 Employees at the University of Amsterdam (UvA), who are employed within the Faculty of Medicine on a basis other than a locum tenens, are subject to a deviating regulation in the legal status which shall remain in effect for as long as a joint executive body, as referred to in Article 12.22 of the Higher Education and Academic Research Act (WHW ) and as laid down in the amended agreement between the University of Amsterdam (UvA) and the Amsterdam University Hospital (AZUA), dated 20 December 1996, is in place. This legal status has been laid down in the Board of Governors (CvB) decree of the University of Amsterdam (UvA), dated 20 December 1996.

## Section 4 General

### Article 10.8 Consultation with local employees' organisations

During consultation with local employees' organisations, the existing regulations shall, wherever necessary, be brought into line with the provisions of this Collective Labour Agreement (CAO).

### Article 10.9 (Further) rules

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

### Article 10.10 Appeals Committee at special universities

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

#### **Article 10.11 Committees**

As long as a committee has not been installed within the framework of the Collective Labour Agreement (CAO), an existing committee in the relevant area shall remain in force, insofar as this is not in conflict with the Collective Labour Agreement (CAO).

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

In the event that implementation of the Collective Labour Agreement (CAO) results in clearly unreasonable situations, the parties shall try and find a solution in mutual consultation.

# Appendix A

## Financial Terms of Employment

### 1 September 2007 to 1 March 2010

## Section 1 Salary development

Within the framework of the Collective Labour Agreement (CAO) for Dutch Universities for the period 1 September 2007 to 1 March 2010, the following has been agreed with regard to salary development:

### Salary increase and end of year bonus

Year	Salary increase	End of year bonus	End of year bonus floor
2007		+ 1.9% = 4.9%	€ 1,200 <sup>1</sup>
2008	2.25% as from 1 January	+ 1.5% = 6.4%	€ 1,600
2009	2.1% as from 1 January	+ 1.9% = 8.3%	€ 2,250

The salaries will be increased on 1 January 2008 relative to the amounts that applied on 1 January 2007. On 1 January 2009, the salaries will be increased relative to the amounts that applied on 1 January 2008. The end-of-year bonus is expressed as a percentage of the annual salary.

The end of year bonus in 2006 was 3%. The floor of the end-of-year bonus in 2006 was € 700. The end of year bonus will be increased in three steps to a full 13th month. The floor of the end of year bonus will increase accordingly. Employees who were already in service on 1 September 2007 are entitled to the increased percentage of the end-of-year bonus as calculated over the 2007 calendar year. Employees who entered service after 1 September 2007 are entitled to a proportional part. Employees who left service before 1 September 2007 are not entitled to the increased percentage.

### Value of leave hour in the individual choices model

Year	Value of leave hour <sup>2</sup> as % of salary per month in the case of full time employment
2007	0.683
2008	0.692
2009	0.704

1 For employees in youth salary scales and SOM students of the VU, the floor of the end of year bonus in 2007 is 9%. In this regard, the floor referred to above of € 1,200 applies as the maximum end of year bonus. In addition, the 2008 and 2009 end of year bonus for this group of employees will be determined by 1 March 2008 at the latest.

2 Value of a leave hour if an exchange takes place with a source or target in money. The holiday allowance and end of year bonus have been included in these percentages.

## Section 2 Personal budget of postdocs

Employees working as postdocs on the basis of 0.5 FTE or more will be entitled to a non recurring, personal budget in 2008 and 2009 of € 1,000 a year. The total budget of € 2,000 can also be granted in one go. By making additional financial resources available, parties make it possible for postdocs to enhance their employability in the internal and external labour market in a sustainable way and thereby generate an impulse for career formation and personal development. Since the position of postdoc is not defined in UFO as such, the basic assumption in this regard is that a postdoc is a member of staff with a PhD in temporary employment working, in terms of job profile, as a researcher in levels 3 or 4. Agreements will be made between the postdoc and the employer during the yearly interview with regard to the allocation of the budget.

## Section 3 Statutory remunerations

As from 1 January 2008, the following statutory minimum wages apply:

Age	As from 1 January 2008
23 and older	€ 1,335.00
22	€ 1,134.75
21	€ 967.90
20	€ 821.05
19	€ 700.90
18	€ 607.45
17	€ 527.35
16	€ 460.60
15	€ 400.50

## Section 4 Percentages and amounts of employees' insurances and pensions

In 2008, 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 € (1)	Maximum amount subject to the obligation to pay social security contributions in € (1)	Premium percentage	
			Employer	Employee
<b>Pension / Early retirement</b>				
Old Age and Survivor's Pension (OP/NP)	10,100 (2)	N/A	13.72%	5.88%
Surviving Dependants Act (ANW), supplement	10,100 (2)	N/A	0.10%	0.30%
Early retirement	N/A	N/A	1.85%	2.65%
Disability Pension (IP)	17,300	N/A	0.30%	0.10%
<b>Employee insurance schemes</b>				
Occupational Disability (WAO/WIA)	N/A	46,204.83 per year 177.03 per day	5.65% (basic premium)	N/A
Unemployment (WW)	15,921 per year 61 per day	46,204.83 per year 177.03 per day	N/A	3.50%
Government Implementation Fund	N/A	46,204.83 per year 177.03 per day	0.78%	N/A
Child care contribution	N/A	46,204.83 per year 177.03 per day	0.34%	N/A
Healthcare Act (Zvw)	N/A	31,231 per year 119.66 per day	7.2% (3) → 7.2% (3)	

### Explanation

- 1 When calculating the premium for the employee insurance schemes, 261 premium annual premium days and 21.75 monthly premium days are assumed.
- 2 The tax-free allowance amount for OP/NP and the ANW supplement applies to the social insurance contributions. For employees who do **not** come under the so-called transitional regime, this tax-free allowance also applies to the build-up of pension rights, with a build-up percentage of 2.05%. Employees, who **do** come under the transitional regime, are subject to a tax-free allowance of € 16,400 and a build-up percentage of 1.75%. The transitional regime applies to employees who

were born prior to 1950 and who have been continuously employed by an ABP-affiliated employer since 1 April 1997.

- 3 The employee pays 7.2% premium on a maximum salary of € 31,231; to that end, he receives a similar amount from the employer. That is why the same percentage is given for both employer and employee, however, the 7.2% premium is only paid once.

## Section 5 Salary tables (in euros)

### Explanation table 1.1 Then/now table for the salary grades 1-18

This table shows the salary adjustments for all salary amounts in grades 1-18 and the so-called job grades for the Collective Labour Agreement (CAO) term.

Table 1.1 Then/now table for the salary grades 1-18

1-4-2007	1-1-2008	1-1-2009	1-4-2007	1-1-2008	1-1-2009
1,415	1,447	1,477	3,381	3,457	3,530
1,444	1,476	1,507	3,483	3,561	3,636
1,474	1,507	1,539	3,597	3,678	3,755
1,508	1,542	1,574	3,709	3,792	3,872
1,536	1,571	1,604	3,815	3,901	3,983
1,564	1,599	1,633	3,923	4,011	4,095
1,598	1,634	1,668	4,030	4,121	4,208
1,632	1,669	1,704	4,133	4,226	4,315
1,676	1,714	1,750	4,190	4,284	4,374
1,725	1,764	1,801	4,242	4,337	4,428
1,786	1,826	1,864	4,352	4,450	4,543
1,846	1,888	1,928	4,455	4,555	4,651
1,902	1,945	1,986	4,562	4,665	4,763
1,956	2,000	2,042	4,697	4,803	4,904
2,011	2,056	2,099	4,761	4,868	4,970
2,064	2,110	2,154	4,830	4,939	5,043
2,118	2,166	2,211	4,964	5,076	5,183
2,171	2,220	2,267	5,097	5,212	5,321
2,226	2,276	2,324	5,163	5,279	5,390
2,279	2,330	2,379	5,233	5,351	5,463
2,331	2,383	2,433	5,375	5,496	5,611
2,387	2,441	2,492	5,520	5,644	5,763
2,443	2,498	2,550	5,670	5,798	5,920
2,502	2,558	2,612	5,851	5,983	6,109
2,569	2,627	2,682	6,037	6,173	6,303
2,629	2,688	2,744	6,228	6,368	6,502
2,683	2,743	2,801	6,426	6,571	6,709
2,740	2,802	2,861	6,630	6,779	6,921
2,800	2,863	2,923	6,841	6,995	7,142
2,852	2,916	2,977	7,060	7,219	7,371
2,901	2,966	3,028	7,283	7,447	7,603
2,957	3,024	3,088	7,516	7,685	7,846
3,060	3,129	3,195	7,755	7,929	8,096
3,176	3,247	3,315	8,003	8,183	8,355
3,278	3,352	3,422	8,259	8,445	8,622

**Table 1.2 Then/now table for youth salary grades**

1-4-2007	1-1-2008	1-1-2009	1-4-2007	1-1-2008	1-1-2009
721	737	752	1,064	1,088	1,111
735	752	768	1,103	1,128	1,152
751	768	784	1,136	1,162	1,186
767	784	800	1,161	1,187	1,212
795	813	830	1,185	1,212	1,237
858	877	895	1,211	1,238	1,264
878	898	917	1,257	1,285	1,312
896	916	935	1,276	1,305	1,332
915	936	956	1,302	1,331	1,359
950	971	991	1,331	1,361	1,390
998	1,020	1,041	1,359	1,390	1,419
1,018	1,041	1,063	1,412	1,444	1,474
1,041	1,064	1,086			

**Table 1.3 Salary grades for jobs based on the Entry Level/Step Up Jobs Decree (I/D jobs)**

As from 1 January 2008, the following salary amounts apply to entry-level and step-up jobs:

	Entry level job		Step up job	
<b>Grade 0</b>	100% WML	€ 1,335	130% WML	€ 1,736
<b>Grade 1</b>	110% WML	€ 1,469	140% WML	€ 1,869
<b>Grade 2</b>	120% WML	€ 1,602	150% WML	€ 2,003
<b>Grade 3</b>	130% WML	€ 1,736		

WML = Minimum Wage Act

**Table 2.1 Salary table as from 01/01/2008**

Grade	1	2	3	4	5	6	7	8	9	10
0	1,447	1,476	1,507	1,542	1,599	1,714	1,945	2,220	2,441	2,330
1	1,507	1,542	1,542	1,571	1,669	1,764	2,000	2,330	2,558	2,441
2	1,571	1,599	1,599	1,634	1,764	1,888	2,110	2,441	2,688	2,558
3	1,599	1,669	1,669	1,714	1,888	2,000	2,220	2,558	2,802	2,688
4	1,634	1,714	1,764	1,826	1,945	2,056	2,276	2,627	2,916	2,802
5	1,669	1,764	1,826	1,888	2,000	2,110	2,330	2,688	3,024	2,916
6	1,714	1,826	1,888	1,945	2,056	2,166	2,383	2,743	3,129	3,024
7		1,888	1,945	2,000	2,110	2,220	2,441	2,802	3,247	3,129
8			2,000	2,056	2,166	2,276	2,498	2,863	3,352	3,247
9			2,056	2,110	2,220	2,330	2,558	2,916		3,352
10				2,166	2,276	2,383	2,627	2,966		3,457
11										3,561
12										3,678
13										
14										
15										

**Table 2.2 Youth salary scales and minimum holiday allowance as from 01/01/2008**

Age	1	2	3	4	5	MVU
15	737	752				71.33
16	737	752	768	784		71.33
17	737	752	768	784	813	71.33
18	877	898	916	936	971	85.59
19	1,020	1,041	1,064	1,088	1,128	99.87
20	1,162	1,187	1,212	1,238	1,285	114.13
21	1,305	1,331	1,361	1,390	1,444	128.40
> 22						142.66

11	12	13	14	15	16	17	18	H2	H1	P	SA
3,129	3,792	4,337	4,555	4,939	5,351	5,798	6,368	4,803	5,351	2,000	
3,247	3,901	4,450	4,665	5,076	5,496	5,983	6,571	4,939	5,496	2,330	
3,352	4,011	4,555	4,803	5,212	5,644	6,173	6,779	5,076	5,644	2,441	1,764
3,457	4,121	4,665	4,939	5,351	5,798	6,368	6,995	5,212	5,798	2,558	1,888
3,561	4,226	4,803	5,076	5,496	5,983	6,571	7,219	5,351	5,983		2,056
3,678	4,337	4,939	5,212	5,644	6,173	6,779	7,447	5,496	6,173		
3,792	4,450	5,076	5,351	5,798	6,368	6,995	7,685	5,644	6,368		
3,901	4,555	5,212	5,496	5,983	6,571	7,219	7,929	5,798	6,571		
4,011	4,665	5,279	5,644	6,173	6,779	7,447	8,183	5,983	6,779		
4,121	4,803		5,798	6,368	6,995	7,685	8,445	6,173	6,995		
4,226	4,868							6,368	7,219		
4,284								6,571	7,447		
								6,779	7,685		
								6,995	7,929		
									8,183		
									8,445		

## Definitions

- MVU = Minimum holiday allowance
- H2 = Professor 2
- H1 = Professor 1
- P = Doctoral candidate
- SA = Student assistant

Table 2.3 Salary table as from 01/01/2009

Grade	1	2	3	4	5	6	7	8	9	10
0	1,477	1,507	1,539	1,574	1,633	1,750	1,986	2,267	2,492	2,379
1	1,539	1,574	1,574	1,604	1,704	1,801	2,042	2,379	2,612	2,492
2	1,604	1,633	1,633	1,668	1,801	1,928	2,154	2,492	2,744	2,612
3	1,633	1,704	1,704	1,750	1,928	2,042	2,267	2,612	2,861	2,744
4	1,668	1,750	1,801	1,864	1,986	2,099	2,324	2,682	2,977	2,861
5	1,704	1,801	1,864	1,928	2,042	2,154	2,379	2,744	3,088	2,977
6	1,750	1,864	1,928	1,986	2,099	2,211	2,433	2,801	3,195	3,088
7		1,928	1,986	2,042	2,154	2,267	2,492	2,861	3,315	3,195
8			2,042	2,099	2,211	2,324	2,550	2,923	3,422	3,315
9			2,099	2,154	2,267	2,379	2,612	2,977		3,422
10				2,211	2,324	2,433	2,682	3,028		3,530
11										3,636
12										3,755
13										
14										
15										

Table 2.4 Youth salary scales and minimum holiday allowance as from 01/01/2009

Age	1	2	3	4	5	MVU
15	752	768				72.83
16	752	768	784	800		72.83
17	752	768	784	800	830	72.83
18	895	917	935	956	991	87.39
19	1,041	1,063	1,086	1,111	1,152	101.96
20	1,186	1,212	1,237	1,264	1,312	116.52
21	1,332	1,359	1,390	1,419	1,474	131.09
> 22						145.65

11	12	13	14	15	16	17	18	H2	H1	P	SA
3,195	3,872	4,428	4,651	5,043	5,463	5,920	6,502	4,904	5,463	2,042	
3,315	3,983	4,543	4,763	5,183	5,611	6,109	6,709	5,043	5,611	2,379	
3,422	4,095	4,651	4,904	5,321	5,763	6,303	6,921	5,183	5,763	2,492	1,801
3,530	4,208	4,763	5,043	5,463	5,920	6,502	7,142	5,321	5,920	2,612	1,928
3,636	4,315	4,904	5,183	5,611	6,109	6,709	7,371	5,463	6,109		2,099
3,755	4,428	5,043	5,321	5,763	6,303	6,921	7,603	5,611	6,303		
3,872	4,543	5,183	5,463	5,920	6,502	7,142	7,846	5,763	6,502		
3,983	4,651	5,321	5,611	6,109	6,709	7,371	8,096	5,920	6,709		
4,095	4,763	5,390	5,763	6,303	6,921	7,603	8,355	6,109	6,921		
4,208	4,904		5,920	6,502	7,142	7,846	8,622	6,303	7,142		
4,315	4,970							6,502	7,371		
4,374								6,709	7,603		
								6,921	7,846		
								7,142	8,096		
									8,355		
									8,622		

## Definitions

- MVU = Minimum holiday allowance
- H2 = Professor 2
- H1 = Professor 1
- P = Doctoral candidate
- SA = Student assistant

## Appendix B

### Former schemes, including former senior staff policy

Article 4.22, paragraph 3 applies mutatis mutandis to the senior staff schemes in Sections 1, 2, 5 and 6 of Appendix B. This means that the minimum entitlement to holiday leave will be reduced by 2 days as from 1 January 2010.

## Section 1 General Senior Staff Scheme 1998 (until 31 December 2003)

### Article B.1

- 1 No longer applicable.
- 2 On 1 August 1998, the Senior Staff Scheme for University Employees (SUM) was replaced by the General Senior Staff Scheme 1998. This General Senior Staff Scheme is valid until 31 December 2003. Employees who take advantage of the General Senior Staff Scheme 1998 prior to this date retain all rights from this scheme until they reach the age of 65.
- 3 The General Senior Staff Scheme 1998 consists of three inextricable components. They are:
  - a a period in which employees are entitled to a 4-day working week with retention of their full salary whilst surrendering a number of employment benefits;
  - b the period referred to under a. is followed by a period of 1 year working a 3-day working week at 90% of the salary;
  - c following the periods referred to under a. and b., the employee is obliged to make use of the FPU scheme for at least two days a week (when in possession of a full-time employment contract).

### Article B.2 Structure of the General Senior Staff Scheme 1998

- 1 According to the provisions of this Article a university employee, on reaching a certain age, is entitled to a 4-day working week of 8 hours per days with retention of his full salary, provided that:
  - the employee renounces his entitlement to extra leave for senior employees during the period applicable to him;
  - his holiday entitlement is reduced to 20 8-hour days;
  - the minimum period during which 4 days per week / 8 hours per day is worked is one year.
- 2 Employees who, during a certain period before reaching the age of 61, took advantage of the 4-day working week as referred to in paragraph 1, are obliged to work 3 days a week / 8 hours per day from their 61st to their 62nd birthday.  
This is subject to the following conditions:
  - no entitlement to extra leave for senior staff is in place;
  - the holiday entitlement is reduced to 15 8-hour days;
  - the salary is reduced by 10%,
  - all salary-related payments are based on 90%, and

- the basis for building up pension rights (including FPU) and social insurances ((B)WNU and ZNU) continues to be 100%.

- 3 Employees who have taken advantage of the 4-day working week referred to in paragraph 1 and the 3-day working week referred to in paragraph 2, are obliged to make use of the FPU scheme for at least two days a week when reaching the age of 62. The following conditions apply:  
At the beginning of the period referred to in paragraph 1, the employer shall make the necessary arrangements so that the Old Age and Survivor's Pension shall continue to be built up in equivalent value, insofar as this build-up is financed by means of the employer contribution share. The amount of this pension compensation shall be proportional to the length of the period during which advantage was taken of the senior staff scheme, before commencement of the FPU scheme and it applies to the scope of the (compulsory) FPU participation.
- 4 In respect of the General Senior Staff Scheme 1998, employees who work less than full-time are subject to Article 1.4, paragraph 5.
- 5 Unless otherwise agreed, additional income from work or business acquired during the period referred to in paragraph 1, shall be deducted from the salary; if such income is acquired during the period referred to in paragraph 2, it shall be set off against the salary insofar as it exceeds the 10% stated in that paragraph.
- 6 The relation between collective closure through the use of leave days and the absence of any leave day entitlement as a result of participation in the General Senior Staff Scheme 1998 shall be discussed further during consultation with local employees' organisations.

### Article B.3 Entitled parties

- 1 Employees who reach the age of 59 can make use of this scheme until 31 December 2003.
- 2 Those who, having reached the age of 58, started to make use of this scheme prior to 1 August 2001 the following applies: during the period in which 4 days a week are worked whilst a public holiday coincides with a working day, the remaining four days of that week are considered to be working days. As a standard, this applies to the weeks of Good Friday, Easter Monday, Ascension Day and Whit Monday and shall apply variably to the weeks of April 30th, May 5th, Christmas Day and Boxing Day and regional holidays. Weeks with two public holidays coinciding with working days, only one public holiday shall be considered part of the 4-day roster.
- 3 Employees born prior to 1 April 1942, in deviation from the provisions in Article B.2, paragraph 3, concerning participation in the FPU scheme at the age of 62, are obliged to make use of the FPU scheme for at least two days per week when they reach the age of 61. As a result, the 3-day working week entitlement as referred to in Article B0.2, paragraph 2, lapses.

### Article B.4 No longer applicable

## Section 2 Age-dependent policy up to 1 August 2003

### Article B.5 General

- 1 The parties have established that there are possibilities within the universities to develop an anticipatory policy in the area of recruitment and promotion. They have agreed that the budgets available for that purpose shall be used to develop a policy on recruitment and promotion.
- 2 With these agreements, the parties intend to implement a policy on quality aimed at employees of all age groups.
- 3 The promotion policy is stimulated within an age-conscious policy on quality by making arrangements that make it possible to offer employees who reach a certain age the opportunity to reduce their working hours and with that the work pressure. The time that becomes available as a result of this reduction in working hours shall be used in a purposeful way by offering employees promotional opportunities and creating vacancies for the recruitment of new staff.
- 4 The lowest possible age for admission to this scheme can be set to 53 years; the highest possible age is 58 years.
- 5 This scheme came into effect on 1 August 1998 and shall remain in effect until 1 August 2003. Employees who take advantage of this scheme retain their rights under the scheme until they reach the age of 65 and as such can always participate in the General Senior Staff Scheme 1998 directly thereafter, even if the term of validity, as referred to in Article B.1 Section 1, Appendix B, has expired. Article B.2 Section 1, Appendix B, equally applies with regard to income from work or business.
- 6 The employer shall reach agreements with employees who take advantage of this scheme in respect of the development of activities in the position. One possibility in this respect is a gradual transition from manager to mentor of a younger employee who can gradually take over tasks. An important part of these agreements is training geared to the changing role within the organisation. Changes within the position shall not lead to changes in salary.
- 7 This scheme shall be part of a quality policy for the relevant organisational unit in which an indication shall be given of how quality in respect of staff is going to develop in the future. Aspects such as career development for the present staff, recruiting new employees and reallocating time that becomes available are all part of this policy.

#### Article B.6 The structure of the scheme

- 1 During consultation with local employees' organisations it may be decided that for one or more parts of the organisation, in addition to the General Senior Staff Scheme 1998 as referred to in Section 1, Appendix B, employees who have reached a certain age shall be given the opportunity to reduce their working week to 4 days / 8 hours per day whilst retaining a full salary.
- 2 The age, which is to be determined by the parties during consultation with local employees' organisations, shall be at least 53 years and no more than 58 years. The conditions of this Appendix referred to in Article B.2 paragraph 1, Section 1, apply during the period in which 4 days a week are worked whilst public holidays coinciding on working days shall be scheduled as referred to in Article B.3, paragraph 2, Section 1 of this Appendix.
- 3 Immediately following this scheme, the employee is obliged to participate in the General Senior Staff Scheme 1998 at the earliest possible opportunity.
- 4 In respect of the age-conscious policy on quality, employees who work part-time are subject to Article 1.4, paragraph 5.
- 5 An employee taking advantage of these specific possibilities is deemed to have used the accumulated number of leave days at the time that the employment contract is terminated. Payment for accumulated and unused leave days is not possible in these cases. The employer shall give the employee the opportunity to use the accumulated number of leave days at all times.

### Section 3 Senior Staff Scheme for University Employees (SUM)

#### Article B.7 No longer applicable

### Section 4 VUKUNSUM

#### Article B.8 No longer applicable

### Section 5 Senior Staff Scheme 2004 (until 31 December 2005)

#### Article B.9 Senior Staff Scheme 2004

- 1 In order to employ persons for a longer period of time, a senior staff scheme is required that is accessible to all university staff after reaching a certain age; this regulation must make it possible to relieve senior staff of some of their tasks by shortening the regular working week.

- 2 On 1 January 2004, the General Senior Staff Scheme 1998 was replaced by the Senior Staff Scheme 2004 described here. Employees who use the Senior Staff Scheme 2004 shall retain all rights ensuing from this regulation until they reach the age of 65.
- 3 The Senior Staff Scheme 2004 consists of three parts: They are:
  - a a period in which employees are given the right to work 4 days a week with retention of the full-time employment contract and full salary, in return for surrendering a number of fringe benefits;
  - b the period referred to under a. may be succeeded by a period of no more than 1 year during which the employee works 3 days a week with retention of the full-time employment contract and at 90% of his former salary;
  - c the employment contract ends following the one-year period referred to under b;
  - d the employment contract ends upon reaching the age of 65 as referred to in Articles 8.4 paragraph 7 and 8.11 paragraph 4.

#### Article B.10 Structure of the Senior Staff Scheme 2004

- 1 According to the provisions of this Article, a full-time employee is entitled to a working week consisting of 4 8-hour days with retention of his full salary on reaching the age of 59, if:
  - the employee renounces his entitlement to any extra leave for senior employees during the period applicable to him;
  - his holiday entitlement is reduced to 20 8-hour days, to be taken at any time following consultation.

The days that can be taken at any time following consultation, referred to in paragraphs 1 and 2, do not include the collectively appointed days.

- 2 An employee who makes use of the 4-day week option as described in paragraph 1 may opt to work for 3 days, 8 hours a day.  
This is subject to the following conditions:
  - the employee waives his right to extra leave for senior staff;
  - his holiday entitlement is reduced to 15 8-hour days, to be taken at any time following consultation;
  - the salary is reduced by 10%;
  - all benefits relating to the salary are based on 90%; and
  - the basis for building up pension rights (including FPU) and social insurance (including the Unemployment Regulation of the Dutch Universities and the Sickness and Disability Regulation of the Dutch Universities) remains 100%.
- 3 The employment contract of employees who have made use of the 3-day working week referred to in paragraph 2 shall end after the maximum period of 1 year.
- 4 For employees who work less than full-time, Article 1.4, paragraph 5 applies to the application of

the Senior Staff Scheme. As soon as the scheme results in the employee being available for less than 3 days a week, the employer can, in the interest of fulfilling the position and in consultation with the employee, record the compensation in time off on an annual basis instead of a weekly basis.

- 5 Unless otherwise agreed, additional income from work or business acquired during the period referred to in paragraph 1 shall be deducted from the salary; if such income is acquired during the period referred to in paragraph 2, it shall be deducted from the salary insofar as it exceeds the 10% referred to in that paragraph.
- 6 In connection with paragraphs 1 and 2, the employer and employee shall make timely agreements as to proportional reduction of tasks. These agreements shall be reaffirmed annually. The purpose of these agreements is to ensure that the senior employee's efforts are focused on the tasks best performed by him, those he has the most interest in, or those with regard to which he is most valuable to the institution.

#### Article B.11 Entitled parties

Employees participating in a Senior Staff Scheme as referred to in Sections 1 and 2 of Appendix B are excluded from participation in the Senior Staff Scheme 2004.

Employees who reach the age of 59 can make use of this scheme until 31 December 2005.

## Section 6 Senior Staff Scheme 2006, three day working week (until 30 June 2006)

#### Article B.12 2006 three day working week (until 30 June 2006)

- 1 In derogation of 4.21 paragraphs 2 and 3 and B.9 paragraph 2, the employee who by virtue of the Senior Staff Scheme 2004 or the Senior Staff Scheme 2006 uses the option of a 4-day working week as described in paragraph 1, can agree with the employer on a future date on which the employee shall start working three 8-hour days per week. Such agreement can only be made before the 1st of July 2006.

This is subject to the following conditions:

- the employee waives his right to extra leave for senior staff;
- his holiday entitlement is reduced to 15 8-hour days, to be taken at any time following consultation;
- the salary is reduced by 10%;
- all benefits relating to the salary are based on 90%; and,
- the basis for building up pension rights (including FPU) and social insurance (including the Unemployment Regulation of the Dutch Universities and the Sickness and Disability

Regulation of the Dutch Universities) remains 100%.

Arrangements made after 30 June 2006 do not give a right to the afore-mentioned 3-day working week.

The date on which the 3-day working week starts, can commence on 30 June 2006.

- 2 The employment contract of employees who have made use of the 3-day working week referred to in paragraph 1 shall end after the maximum period of 1 year.
- 3 For employees who work less than full-time, Article 1.4, paragraph 5 applies to the application of the Senior Staff Scheme. As soon as the scheme results in the employee being available for less than 3 days a week, the employer can, in the interest of fulfilling the position and in consultation with the employee, record the compensation in time off on an annual basis instead of a weekly basis.
- 4 Unless otherwise agreed, additional income from work or business acquired during the period referred to in paragraph 1 shall be deducted from the salary; if such income is acquired during the period referred to in paragraph 2, it shall be deducted from the salary insofar as it exceeds the 10% referred to in that paragraph.
- 5 In connection with paragraph 1, the employer and employee shall make timely agreements as to proportional reduction of tasks. These agreements shall be reaffirmed annually. The purpose of these agreements is to ensure that the senior employee's efforts are focused on the tasks best performed by him, those he has the most interest in, or those with regard to which he is most valuable to the institution.

## Section 7 Transitional allowances

### Article B.13 Guarantee scheme 2005

- 1 The old allowance referred to in this Article is understood to mean:  
the allowance for persons employed at special universities as referred to in Articles 3.25(4) and 3.27(2) of the 2004-2005 CAO-NU (Collective Labour Agreement for Dutch universities);  
the allowance for persons employed at public universities as referred to in Articles 3.25 and 3.27 of the 2004-2005 CAO-NU (Collective Labour Agreement for Dutch universities).  
The new allowance referred to in this Article is understood to mean: the allowance as referred to in Articles 3.25 and 3.27 of the 2006-2007 CAO-NU (Collective Labour Agreement for Dutch universities).
- 2 The period of two years referred to in this Article is understood to mean the period of two years prior to 1 January 2006 with no interruption due to absence from the job other than sick leave for a period of more than two months.
- 3 In this Article the annual income is understood to mean the annual salary plus allowances, as referred to in Article 3.13(2) and Article 3.16, as at 31 December 2005.

- 4 This guarantee scheme applies to persons employed as at 31 December 2005 who have received an allowance for a period of at least two years.
- 5 An employee for whom the annual difference between the old and new allowance amounts to at least 3% of his annual income calculated on the basis of the two-year period is entitled to compensation in the form of a monthly guarantee allowance. This will be the case only if such difference is the result of this Collective Labour Agreement coming into effect.
- 6 The amount of the guarantee allowance is equal to the monthly average of the allowances received during the two-year period.
- 7 The employee referred to in paragraph 5 has until 1 April 2006 to choose, for one time only, either the new or the guarantee allowance. This employee shall retain the old allowance until 1 April 2006.
- 8 If the employee accepts a different function on a voluntary basis, the guarantee allowance shall no longer apply.
- 9 If the employee changes, at his request, his work pattern, the guarantee allowance shall be reduced proportional to the change. The guarantee allowance shall cease to apply if, following reduction, it amounts to less than 3% of the employee's annual income.

# Appendix C

## Consultation protocol

### Article C.1

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

### Article C.2

The parties agree to conduct open and constructive consultation at university-level and the level of universities in general (the sector). The Collective Labour Agreement (CAO) and the consultation protocol are deemed law by the parties.

### Article C.3

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

## Consultation at sector level

### Article C.4

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

### Article C.5

The parties shall particularly consult on regulations regarding employment terms and employees legal status, including regulations in relation to: remuneration, job classification, hours of work, holidays and leave and social security. The consultation between parties is subject to the requirement to agree. The

requirement to agree has been met when the party representing the employer and at least two employees' organisations have reached agreements on a proposal.

#### Article C.6

During consultation the parties shall also deal with the application, compliance and implementation of the Collective Labour Agreement (CAO). Employers shall regularly inform employees' organisations on developments of general interest.

## Consultation at institutional level

#### Article C.7

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

#### Article C.8

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

#### Article C.9

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

#### Article C.10

Without prejudice to the provisions in the chapter on reorganisations, the employer informs the local employees' at least once a year on the general course of affairs within the university, on future expectations and in particular on the subject of developing employment, the implementation of agreements part of the Collective Labour Agreement (CAO) and the social policy within the university with

regard to groups in a disadvantaged position in the labour market, among other things. The following matters shall in any case be discussed:

- an overview of the staff budget;
- the current number of staff;
- the anticipated development of staff numbers, any deviations from previously expressed expectations and forecasts;
- the application of temporary employment contracts;
- work performed by third parties (including temporary employees).

#### Article C.11

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

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

## Regulation on disputes at institutional level

#### Article C.12

A dispute on institutional level between one or more employees' organisations and the employer can be submitted by the employer and/or the employees' organisations to Collective Labour Agreement (CAO) parties at sector level.

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

# Appendix E

## Studies and other agreements

## Section 1 Studies

### E.1 Staffing policy oriented towards stage of life

The parties shall agree on a representative study into a staffing policy oriented towards stage of life based on the principle that employees must be able to remain effectively and healthily at work in each stage of life. The aim of the study is to develop a new staffing policy oriented towards stage of life before the end of the Collective Labour Agreement's term that will replace the current age based schemes such as the 60+ scheme, the age days and the general senior staff scheme. This must be supported by custom work. In developing the new policy, the financial capacity required by the current policy is in any case available and a link will be sought with the ABP pension scheme and the current Collective Labour Agreement framework for career policy. Use will also be made of (inter)national research into the best options and instruments for employers and employees to promote career development and mobility ('active aging'). Instruments developed by employers' organisations may also be used in this regard. The study will be completed before 1 June 2009.

## Section 2 Other agreements

### E.2 Term of protection against dismissal

In the agreement of November 2007, the parties agreed that they would check before 1 January 2010 whether at least 90% of employees involved in a reorganisation have been relocated to another job within the term of protection against dismissal of 10 months.

### E.3 Collective insurance in case of insufficient utilisation of remaining earning capacity

The financial consequences for employees who by virtue of the Work and Income (Ability to Work) Act (WIA) have been declared as being between 35% and 80% occupationally disabled and who are using less than 50% of their remaining earning capacity can be considerable. The same is true for individuals whose degree of occupational disability has been reassessed and who have been found to be more occupationally able. It has been agreed that every employer shall offer its employees a collective 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 shall be paid by the employee.

Agreements made with local employees' organisations before 1 September 2007 shall remain in force.

#### **E.4 Relocation effort**

The former employer shall undertake efforts to relocate, internally or externally, the individual who is receiving an Occupational Disability Insurance Act (WAO) benefit and who has been declared more occupationally able to another job. The foregoing shall be communicated to the Employed Person's Insurance Administration Agency (UWV).

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

Given that which was agreed in the previous agreement concerning the division of the WGA premium between the parties to the Collective Labour Agreement, the parties hereby agree the following.

The costs incurred by institutions that do the most to effect reintegration and that therefore incur the lowest WGA charges are a determining factor for the sector wide premium. The figures shall if possible be based on the Employed Person's Insurance Administration Agency's (UWV) annual figures or substantiated by VSNU. The sector wide premium shall be based on the costs of the seven universities having the lowest costs. Compensation for the interest rate hike shall be included in the cost calculation.

As already agreed between the parties, the premium shall be divided 50/50 between the employer and the employee. The equal division of the premium between employers and employees shall come into effect on 1 January 2008. The premium shall be levied on the net wage. The parties agree that the premium will only be levied if the sector wide costs as referred to in the first paragraph amount to more than 0.2% of the wage bill.

In light of the aforementioned calculation method, the remaining funds of the supplementary scheme that has already been phased out shall no longer be raised for discussion.

#### **E.6 Decentralised terms of employment funds**

The parties to the Collective Labour Agreement undertake to agree, in consultation with local employees' organisations, an allocation for a term of five years of the decentralised terms of employment funds at institution level by 1 July 2008 at the latest. After this five year term has passed, a review will be carried out in consultation with local employees' organisations to determine whether this expenditure requires adjustment for at least a term of equal duration.

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

If the Minister decentralises the OCW (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.

### **E.8 Bereavement protocol**

The Collective Labour Agreement (CAO) parties agree that a bereavement protocol shall be drawn up for the entire sector in the form of an advice to managers.

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

If the 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.

## Appendix F

### Work pressure and working conditions

The results of policy related research into work pressure which was carried out by IVA (Institute for Social Research) have been discussed by the Collective Labour Agreement (CAO) parties. The Collective Labour Agreement (CAO) parties make a number of recommendations to the parties participating in the consultation with local employees' organisations. As such, parties feel that it is important to point out that these recommendations must fit within the consultation protocol for institution-related consultations (with local employees' organisations).

The recommendations are as follows:

- Annual attention must be paid, for example during the discussion of the annual social report, to the pursued staff policy which is aimed particularly at the improvement of the managerial qualities of superiors;
- during the discussion of the career policy pursued, particular attention must be paid to the career prospects of academic, supportive and management staff (OBP) (in combination with work and private life);
- It must be ensured that agreements are made regarding the possibility of relieving the workload for senior staff (including, for example, overlapping constructions);
- It must be ensured that within the institution and in close consultation with the employee participation body, a policy is developed aimed at increasing the autonomy of supportive and management staff (OBP) in the lower grade positions.

In addition to the aforementioned recommendations, the Collective Labour Agreement (CAO) parties recommend that the following points of interest regarding ways to control and prevent work pressure are part of the agenda during consultation with local employees' organisations:

- improving both quantity and quality of the performance interviews;
- conducting regular work consultation meetings;
- a proper reintegration and absenteeism policy;
- refilling positions that become vacant as a result of long-term illness, special leave and life course leave.

By means of these recommendations, the Collective Labour Agreement (CAO) parties wish to provide the best possible stimulation for finding solutions to existing work pressures and to control and prevent work pressure in the future within the current possibilities.

In November 2000, the parties entered into an occupational Health & Safety Covenant for the Higher Education sector. This covenant includes agreements regarding the objectives to be realised (reintegration of the long-term ill and reducing absenteeism plus work pressure).

The parties agree that during consultation with local employees' organisations it shall be discussed to what extent and at what rate the intended measures shall contribute to the realisation of the objectives in the covenant. This shall also include discussing the possibility of intensifying the agreements in the

occupational Health & Safety Covenant at institutional level.

The new Working Conditions Act came into force on 1 January 2007. As at the concluding of the Collective Labour Agreement for Dutch Universities for a term from 1 September 2007 to 1 March 2010, a representative working group is looking into the possibility of drawing up a sector level working conditions catalogue. The parties to the Collective Labour Agreement are of the opinion that more attention should be devoted to work pressure in such a catalogue.

## Appendix G

### Possible effects of flexible working hours

<b>Fte - scope of the position (hours per week on average)</b>	<b>Flexible working options</b>	<b>Annual leave 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 leave in the event of long-term illness or occupational disability, refer to Article 4.7, paragraph 11.

# 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 the VSNU, acting on behalf of one or more universities on the one hand, and the employees' organisations, individually or jointly, on the other.
- 4 Disputes shall only be submitted to the arbitration committee until the parties have jointly determined that attempts to reach an amicable agreement have been unsuccessful.
- 5 To this end, the party which, on the basis of facts or circumstances, believes that this agreement is not being properly explained or applied or not (sufficiently) complied with, shall inform the other parties involved in this Collective Labour Agreement (CAO) of its opinion in writing. The reasons on which this opinion is based shall be included.
- 6 The parties shall jointly determine in what way the dispute is going to be submitted to the arbitration committee.
- 7 Decisions by the arbitration committee are not binding.

### Article H.2 Disputes within institutions

- 1 In the event of a dispute regarding matters of general importance to the employment terms and legal status of staff employed with an institution, including the special regulations in accordance with which the staff policy within an institution shall be pursued, the dispute may be submitted to the Collective Labour Agreement (CAO) parties by one or more participants in the consultation with local employees' organisations.
- 2 An exception shall be made for matters which, pursuant to the provisions of the prevailing Higher Education and Academic Research Act, fall under the authority of the works council or an employee participation body within the meaning of the prevailing Higher Education and Academic Research Act.
- 3 Disputes shall only be submitted to the Collective Labour Agreement (CAO) parties when, in consultation with local employees' organisations, it has been established that attempts to reach an amicable agreement have been unsuccessful.

- 4 The parties are obliged to conduct further consultations within one month, after one or more participants in the consultation with local employees' organisations have submitted a dispute. During these consultations the content and form of the consultations with local employees' organisations shall be verified against what was agreed between the parties. During these consultations they shall also determine whether or not an amicable agreement is possible.
- 5 A dispute may only be submitted to the arbitration committee if within two months of the dispute being submitted to the parties in the prescribed manner it appears that finding a solution is beyond the parties' capacities. This decision may also be reached earlier by unanimous vote.
- 6 When submitting a dispute, the parties shall act pursuant to the provisions in Article H.1 paragraph 1 Appendix H.

### Article H.3 The arbitration committee

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

## Section 2 Individual disputes

### Article H.4

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

# Appendix I

## CAO followers

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.

A covenant was concluded on 1 September 2007 with the following institutions:

- a International Institute for Infrastructural Hydraulic and Environmental Engineering (IHE) in Delft.
- b Institute of Social Studies (ISS) in The Hague.
- c International Institute for Geo-Information Science and Earth Observation (ITC) in Enschede.
- d Afrika Studiecentrum (ASC) in Leiden.
- e The Netherlands Institute for the Near East (NINO) in Leiden.
- f University for Humanistics (UVH) in Utrecht.
- g Netherlands Organisation for International Cooperation in Higher Education (Nuffic) in The Hague
- h Protestant Theological University (PthU) in Kampen.
- i Royal Netherlands Academy of Arts and Sciences (KNAW) in Amsterdam as well as the Fryske Akademy in Leeuwarden.
- j Centre for Research and Development of Education and Training (PLATO) in Leiden.
- k Roosevelt Academy in Middelburg.

# Appendix J

## Miscellaneous

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

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

- a The explanation relating to the application of University Job Organisation (UFO), including a guide to the automated organisation instrument.
- b Objections Regulations regarding Job Organisation at Dutch Universities.

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

- a Non Statutory Unemployment Scheme for Dutch Universities (BWNU).
- b Sickness and Disability Scheme of Dutch Universities (ZANU).

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