

## **COLLECTIVE AGREEMENT FOR UNIVERSITIES OF APPLIED SCIENCES**

**1 October 2014 to 31 March 2016<sup>1</sup>**

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<sup>1</sup> This translation of the Collective Agreement for the Universities of Applied Sciences 2014-2016 is meant as a service to non-Dutch speaking employees of the universities.  
In the event a difference of interpretation should arise, this translation cannot be relied upon for legal purposes.  
In said event the Dutch text of the 'CAO-HBO 1 oktober 2014 tot 31 maart 2016' will be binding.

## Agreement

The Association of Universities of Applied Sciences, having its registered offices in The Hague,  
under its charter or under a written power of attorney duly represented in this matter  
by

mr. Th. de Graaf, chairman            and            drs. A.B. de Graaf, director

and

drs. M.J.G. Bormans in the capacity of chairman of the employers' delegation

hereinafter to be referred to as the 'Association of Universities of Applied Sciences'<sup>2</sup>, in its capacity of  
employers' association with full legal capacity acting as the one party

and

Algemene Onderwijsbond<sup>3</sup>, having its registered offices in Utrecht,  
under its charter or under a written power of attorney duly represented in this matter  
by

J.J. Muijres

ABVAKABO FNV<sup>4</sup>, having its registered offices in Zoetermeer,  
under its charter or under a written power of attorney duly represented in this matter  
by

R.C. van Baalen

CNV Onderwijs<sup>5</sup>, having its registered offices in Utrecht,  
under its charter or under a written power of attorney duly represented in this matter  
by

H. van den Berg

UNIENFTO/FvOv<sup>6</sup>, having its registered offices in Culemborg and The Hague,  
under its charter or under a written power of attorney duly represented in this matter  
by

drs. G. Karssenberg

hereinafter to be referred to as 'trade unions', as the other party

in their capacity as employees' associations with full legal capacity acting in this matter as the other parties,  
declare to have agreed to the text of the collective agreement for universities of applied sciences, consisting  
of a preamble, article by article provisions and appendices.

Thus agreed upon in Utrecht on 24 October 2014

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<sup>2</sup> A list of these universities has been attached as appendix 1.

<sup>3</sup> AOb Algemene Onderwijsbond – General Union of Educational Personnel

<sup>4</sup> ABVAKABO – public employees union; FNV – Dutch Trade Union Confederation

<sup>5</sup> CNV Onderwijs – National federation of Christian Trade Unions in the Netherlands - Christian Teachers' Union

<sup>6</sup> UNIENFTO/FvOv – Trade Union of the Manufacturing Industry and Services Sectors/Union of Middle and High Level Employees in Government, Education, Companies and Institutions

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## **Preamble**

### **1. Collective Agreement of the future**

Social partners will continue their efforts to increase the quality of education and research, of the educational organisation and of the staff. The HR policy of the universities of applied sciences must effect this development and enable the universities of applied sciences to cope with the challenges that will face them. The collective agreement will have to be geared, both in form and in content, to the education and research policy of the university of applied science. The collective agreement must be set up in such a way that this policy will be facilitated and stimulated and will be an expression of the joint responsibility of employer and employee to see to it that the employee may enjoy his work, maintain his professionalism and support his sustainable employability. The collective agreement should create scope for more differentiation. For example between educational sectors and between educational and educational support staff. At the same time there are relevant matters that should also be dealt with, such as the consequences of the serious financial crisis. It is widely acknowledged that investing in education could be a possible way out of the crisis. The developments mentioned above mean that the universities of applied sciences must be able to respond in a flexible way to both the economic circumstances and the differing wishes and needs expressed by the various types of employees and higher professional education organisations. The professionalization agreement that parties reached in the 2012-2013 collective agreement for universities of applied sciences meant a first major step towards the collective agreement of the future. In the present collective agreement social partners take a next step by remodelling older workers' retirement schemes into a scheme aiming at sustainable employability of employees at each stage of their careers. By this agreement social partners respond to the workload question and to important social changes now that people themselves are given more responsibility, for example for providing informal care. The sustainable employability scheme is meant to give the employee the opportunity to make arrangements that will help him to continue to enjoy doing his work, to remain healthy and to be motivated. The employee's own responsibility and choice come first. The employer will take the team interest into consideration.

### **2. Work and Security Act and flexible labour**

#### Reducing the temporary workforce

According to the 2014 labour market monitor for personnel at the universities of applied sciences, the total contribution in flexible labour measured in persons amounts to approximately 35 per cent. Employers will make every effort to reduce this percentage during the term of the collective agreement. To measure the outcome of these efforts, the same methodology will be used that is applied in the labour market monitor, whereas a possible increase in the percentage of D-3 contracts will be assessed separately.

Should the measurement show that the employers have not succeeded in reducing the percentage mentioned above, additional arrangements will be made in the collective agreement.

#### Arts education and performing professionals

In order to be admitted to an art programme, students will be subject to a more stringent selection procedure. This means that they will be required to have studied the art of their choice more closely and to have acquired skills in that art before their admission. These students know what is available in their field of art and look for the best and most up-to-date lecturers to be able to study with these role models and sources of inspiration. Therefore, it is crucial for art programmes that a relevant number of the lecturers are artists that represent developments in their discipline. Art programmes that cannot offer the 'state of the art' requested, run a risk of losing the competitive struggle to the institutions that can provide this, not only in the Netherlands, but also abroad. In arts education deployment of lecturers therefore mainly depends on the specific demands by students. This need for up-to-date input on the highest level, the changing interest of students plus the one-to-one relation between lecturer and student customary in arts education, make that permanent contracts in arts education carry large risks where quality, not being able to use working hours and high costs for required replacement are concerned. Because of the special situation in arts education, social partners agree that, notwithstanding the provisions of article 7:668a, paragraph 5 sub a of the Netherlands Civil Code, the period of 24 months will be extended to 48 months for the group of employees in the arts education further to be specified and that the number of employment agreements for that group will be increased to six.

Parties observe that important developments arise from the Social Accord entered into between social partners and the government in April 2013 concerning social security, employment and dismissal law. In 2014 the Work and Security Act (*Wet Werk en Zekerheid*) entered into force. In due time the duration of the unemployment benefit will be reduced to 24 months. Social partners will consult each other to agree on adapted arrangements. The arrangements will be made before 1 October 2015 and will be included in and made part of the 2014-2016 collective agreement for universities of applied sciences before 1 January 2016.

The law on dismissal also will also be drastically changed, including the introduction of the transition payment, amongst other things.

Parties agree on a mutual commitment with respect to the arrangements made in the Social Accord and as partially laid down in the Work and Security Act.

Parties to the collective agreement will make further arrangements during the term of this collective agreement in order to decide on the concrete details of these arrangements for the higher professional education sector. The imminent advice of the Social and Economic Council (*SER*) on 'the role of social partners in future labour market infrastructure and structure of the unemployment benefit' will be taken into consideration.

Apart from the third year of unemployment benefit, parties will also include the transition payment under the Work and Security Act and the unemployment scheme over and above the statutory entitlement and beyond the specified period.

The Work and Security Act offers possibilities to establish a redundancy committee for the sector pursuant to a collective agreement. Parties will investigate whether a redundancy committee for higher professional education is advisable and feasible. In that context it will also be considered whether this will have consequences for the Employee Appeals Committee and if so, which consequences this will have. The arrangements made in this matter will be included in and made part of the 2014-2016 collective agreement for universities of applied sciences as from 1 July 2015.

### **3. Other arrangements**

#### *Participation Act (Participatiewet)*

The Participation Act has as its purpose to offer persons with an occupational impairment an opportunity for regular work. As employers with a public task, universities of applied sciences consider themselves to be socially responsible for doing their utmost to make the labour organization as inclusive as possible.

The target of the universities of applied sciences is to offer 99 extra jobs, on an annual basis, in the period 2014-2024 – in conformity with the allocation formula 'Participation' laid down by the minister of Home Affairs – to persons with an occupational impairment, as referred to in the Participation Act, who on themselves are unable to earn the statutory minimum wages. Realising this target will require a lot from the universities of applied sciences and their employees, if only in the field of coaching and supervision. Trade unions and employers take this joint responsibility seriously and will include provisions in the collective agreement that will enhance the goals of the Participation Act. Parties agree that persons with an occupational impairment will be paid in conformity with scale 1 of the collective agreement for the universities of applied sciences.

#### *Professionalization*

Social partners agree to evaluate the implementation at universities of applied sciences of the arrangements laid down in the paragraph on professionalization under the 2012-2013 collective agreement for the universities of applied sciences in the autumn of 2015 in order to be able to draw the conclusions in the first few months of 2016. The labour market fund Zestor will be requested to take the initiative, under the auspices of the collective agreement table.

#### *Welfare regulations*

Parties to the collective agreement recommend that each university of applied sciences should see to it that it provides of up-to-date welfare regulations.

#### *Employee satisfaction survey and workload*

Parties to the collective agreement conclude the agreement on each university of applied sciences having to conduct an employee satisfaction survey once every two years has been implemented.

Parties to the collective agreement continue to pursue collective arrangements concerning when and how a number of sector-wide core provisions in this survey will be conducted, such as the perceived workload, so that a comparison on sector level will become feasible.

#### Dialogue on professional scope

Social partners work actively on the continuation of the dialogue at universities of applied sciences. Scope for the professional is inextricably linked with promoting a professional culture and it is a vital precondition for realizing fulfilling employment relations.

#### Job classification

Social partners are going to investigate in what way the job classification systems relate to each other, whether they do not deviate too much, and what the role is of the social partners compared to the licensees, more specifically where the system should be reviewed. Fully or partially deleting the appendices on job classification will be part of the process agreement.

#### Zestor, labour market and training fund for higher professional education

With the support of the knowledge and expertise centre Zestor, parties to the collective agreement promote and support innovative activities in the sector in the area of labour market policy and training policy. These activities are directed at having universities of applied sciences and employees perform in the best possible way.

Both employers' and employees' organizations in higher professional education are represented in the Zestor board. Parties have equal representation in Zestor, which is reflected in the design of the policy, the activities and the presentation of the products.

#### Core tasks of the fund are:

- Supporting the parties to the collective agreement by proactively carrying out research, collecting, analysing and reporting information on, for example, developments in the labour market, ageing and declining numbers of young workers, absenteeism figures and mobility within the sector.
- Further to and closely connected with current policy questions of the parties to the collective agreement, the fund organises meetings on, amongst other things, professional scope, professionalization and modernization of the collective agreement.

Network meetings will be organised about subjects in the collective agreement, such as sustainable employability and health policy.

- Setting up subsidy schemes stimulating innovations in the sector.

Universities of applied sciences and their employees will be facilitated in the effects of core themes such as working with pleasure and in good health, professional scope, career development policy, etc.

The results of innovating projects at the universities of applied sciences will be shared with the sector.

#### Activities of the fund are, amongst other things:

- Labour market portal for working at universities of applied sciences (*Arbeidsmarktportaal Werkenbijhogescholen.nl*).

A labour market portal has been set up for the universities of applied sciences, employees and jobseekers, where up-to-date information can be found on working in higher professional education. The portal has a special site where universities of applied sciences can place their vacancies.

- Working conditions catalogue higher professional education.

On behalf of social partners the Working conditions catalogue for higher professional education (*Arbocatalogus*) will be renewed and kept up-to-date.

- Rehabilitation of unemployed employees or employees faced with imminent redundancy

The fund has entered into an agreement, on behalf of the universities of applied sciences, with Magolin for the rehabilitation of unemployed employees or employees faced with imminent redundancy.

- Employee Satisfaction Instrument (*Tevredenheid Instrument Medewerkers, 'TIM'*)

Especially for the higher professional education sector a practical and accessible employee satisfaction instrument has been developed, offering a large range of possibilities.

Based on the present collective agreement some new subjects will be added. The annual contribution may be reviewed, depending on the instructions given by the parties to the collective agreement. For 2015 the annual contribution will still amount to €1.8 million.

#### Group health insurance

Every employee in higher professional education may participate in the group health insurance for higher professional education. Social partners in higher professional education see to it that retired staff and employees unfit for work in this sector will be able to use the group health insurance or an equivalent scheme. Under the arrangements concerning the group health insurance each university of applied sciences will also have to take out an insurance for schemes in the context of labour related care. The premium for this insurance amounts to approximately €55 per employee per year.

# The Collective Agreement article by article

## Chapter A Definitions

Terminology that is used in the chapters of this collective agreement is defined in this chapter 'Definitions'. Whenever this collective agreements refers to 'he' or 'his' this should also be read as 'she' or 'her' respectively. The collective agreement is referred to as 'CA' where relevant.

### Article A-1 Definitions

In this collective agreement the following terminology is understood to have the following meaning:

- Aggregate annual income: the sum of the annual incomes of all the employees of the university of applied sciences;
- Annual income: the annual salary plus holiday allowance, the regular year-end bonus and other allowances which the employee may claim from the employer and is entitled to under this CA;
- Annual salary: twelve times the monthly salary;
- *ATW*: Working Hours Act (*Arbeidstijdenwet (ATW)*- Bulletin of Acts and Decrees 1995, 598), as amended most recently;
- Benefit basis: the relevant income in the context of the surviving dependants' benefit, calculated from the day of the employee's demise plus an amount equal to the child benefit to which the employee would have been entitled pursuant to the General Child Benefit Act (*AKW – Algemene Kinderbijslagwet*; Bulletin of Acts and Decrees 1962, 160), calculated over one month;
- *BWRHBO*: Netherlands Universities of Applied Sciences Enhanced Unemployment Scheme (*Bovenwettelijke werkloosheidsregeling hbo (BWRHBO)*), as amended most recently by the CA parties;
- CA parties: parties who conclude the CA for universities of applied sciences on behalf of the employers who are party to the CA and the organized employees.
- CC: Netherlands Civil Code (*Burgerlijk Wetboek*);
- Day: each day or part of the day that the employee is obliged to perform his duties with due observance of article G-2, paragraph 3;
- Deceased: the person who was an employee in the context of this CA on the day of his death;
- Employee: the person, not being a member of boards or central boards, who works for a university of applied sciences on the basis of an employment contract entered into with the employer under this CA;
- Employment contract: a contract pursuant to article 7:610 Netherlands Civil Code (CC) between the employer and the employee with respect to employment;
- Employer: the board of the institution as referred to in article 1.1 sub j of the Higher Education and Research Act (*WHW*), being the board of a legal person that runs a university of applied sciences or the body or the person or persons who are entitled to act as such pursuant to delegation of powers;
- *FPU*: Flexible Pension and Retirement Scheme (*Flexibel Pensioen en Uittreden*), the agreement pertaining to the article by article regulations with respect to flexible pension and retirement and all further documents included therein and referred to, as applicable in the pension regulations of the Foundation Pension Fund of the General Pension Fund for Public Employees (*ABP - Algemeen Burgerlijk Pensioenfonds*);
- Full-time equivalent: standard full-time employment or part thereof;
- Association of Universities of Applied Sciences: the association of universities of applied sciences acting in this matter as association of employers of universities of applied sciences that have explicitly authorized the Association of Universities of Applied Sciences to do so;
- Income: the remuneration, i.e. the sum of salaries, holiday allowances, the regular year-end bonus and other allowances which the employee may claim from the employer and is entitled to under this CA;
- Initial years: the period of time during which the employee has not yet met all the requirements pertaining to the full performance of his duties;
- Initial salary: the salary payable to the employee during the initial years;
- Job grade: the salary scale pertaining to a specific position;
- Local consultations: the consultations with the trade unions as regulated in the Consultations Protocol agreement;
- Monthly salary: the salary per month as set out in Appendix III to this CA;



- Non-working day: Sunday, New Year's Day, Good Friday, Easter Monday, Ascension Day, Whitsun Monday, Christmas Day and Boxing Day, King's day (the day on which the King's birthday is celebrated), 5 May and any other national holidays and anniversaries recognized as such by the government;
- Official travel: travel on the instructions of the employer;
- Partner: the person with whom the employee has a marital relationship or a relationship equal to a marital relationship or with whom the employee has entered into a registered partnership, all of this with due observation of the requirements laid down with respect to this matter by or in pursuance of the law;
- Part-time employment: employment less than standard full-time employment;
- Pension: an ABP multi-option pension on the basis of the General Pension Fund for Public Employees (*ABP- Algemeen Burgerlijk Pensioenfonds*);
- Place of employment: the buildings in which the employee's place of work is located;
- Place of work: the employee's place of employment;
- *PMR*: the members of a participation council who are elected from among and by the employees. As a consequence of the optional scheme for employee participation under the Higher Education and Research Act (*WHW*) which became effective on 1 September 2010, *PMR* should also be read as Works Council as and when necessary;
- Position: the system of duties to be performed by the employee under the employment contract entered into by the employer and the employee;
- Salary: the gross monthly salary applicable to the employee within the minimum and maximum amount of the job grade applicable to the position or, as the case may be, the initial salaries applicable to the job grade;
- Salary per hour: 1/138<sup>th</sup> part of the salary per month for standard full-time employment;
- Standard annual workload: annual workload amounting to 1659 hours;
- Standard full-time employment: employment in which the number of working hours on an annual basis equals the standard annual workload;
- Standard working day: an 8-hour working day;
- State pension age: the age the employee is entitled to a payment in the context of the General Old Age Pension Act (*AOW: Algemene Ouderdomswet*);
- Teaching position: a position as referred to in article F-1, paragraph 2, as included in the 2002-2003 collective agreement for universities of applied sciences;
- Trade union: parties who have entered into the CA for universities of applied sciences on behalf of the employees;
- University of Applied Sciences: an institution for higher professional education as referred to in article 1.1 sub f in conjunction with 1.2 sub a in conjunction with 1.3, paragraph 2 of the Higher Education and Research Act (*WHW*); these are institutions that provide higher education aimed at the transfer of theoretical knowledge and the development of skills which are closely aligned to the practical requirements of the profession;
- *WAO*: Invalidity Insurance Act (*Wet op de arbeidsongeschiktheidsverzekering (WAO)* - Bulletin of Acts and Decrees 1966, 84) as amended most recently;
- *WAZO*: Work and Care Act (*Wet Arbeid en Zorg (WAZO)* - Bulletin of Acts and Decrees 2001, 567), as amended most recently;
- *WHW*: Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek (WHW)* – Bulletin of Acts and Decrees 1992, 593), as amended most recently;
- *WIA*: Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen (WIA)* – Bulletin of Acts and Decrees 2005, 573, as amended most recently;
- *WMK*: Medical Examinations Act (*Wet op de Medische Keuringen (WMK)* - Bulletin of Acts and Decrees 1997, 365) as amended most recently;
- Workforce: the system of positions within the university of applied sciences in levels and numbers;
- *WW*: Unemployment Insurance Act (*Werkloosheidswet (WW)* – Bulletin of Acts and Decrees 1986, 566), as amended most recently;
- *ZAHBO*: Illness and Invalidity Benefit Scheme for employees in the Higher Professional Education sector (*Ziekte en arbeidsongeschiktheidsregeling Hoger Beroepsonderwijs*) as amended most recently by CA parties;
- *ZW*: Sickness Benefits Act (*Ziektewet (ZW)* – Bulletin of Acts and Decrees 1929, 374) as amended most recently.

## **Chapter B Scope, entering into effect and term of the collective agreement**

### Article B-1 Applicability

1. This CA applies to employees employed by employers if and in so far as the regulations arising from the *WHW* apply to the duties of these employees.
2. This CA may be declared applicable to employees employed by a university of applied sciences whose duties are subject to other regulations than the regulations arising from the *WHW*.
3. If any rules have been or are laid down by or pursuant to statutory stipulations from which derogation is not permitted, this CA will only be applicable in so far as it is not contrary to these statutory stipulations. In that event the CA parties will hold consultations.
4. In so far as not provided otherwise in the CA, the employer will not be permitted to derogate from this CA. In the local CA consultations the employer is permitted to agree on employment conditions regarding issues that have not been arranged for in the CA.

### Article B-2 Inconsistency with funding conditions

In the event that the funding conditions and the decisions based on these conditions are contrary to this CA, the funding conditions will prevail.

### Article B-3 Entering into effect and term

The CA will enter into effect on 1 October 2014 and end on 31 March 2016.

### Article B-4 Scope of the CA

Employees employed by a legal person under the control of the university of applied sciences, temporary agency workers and persons on secondment whose duties within the university of applied sciences concern the core activities as referred to in article B-1 paragraph 1 are entitled to remuneration in accordance with the collective agreement for universities of applied sciences, irrespective of whether they are skilled staff or not. Where required, the employer will make agreements with the employment agency.

### Article B-5 Hardship clause

The CA parties will comply with the agreements made in accordance with the requirements of reasonableness and fairness. If and in so far as compliance with the agreements were to threaten the continuity of a university of applied sciences in a demonstrable manner, additional agreements may be made with the trade unions at university of applied sciences level in order to guarantee the continuity.

## **Chapter C Employment contract**

### Article C-1 Recruitment and selection code, determination and availability for inspection

1. The employer will observe a recruitment and selection code with respect to the recruitment and selection of personnel. This code will be available for inspection by everyone, of which the job applicant will be informed.
2. The recruitment and selection code will be agreed upon together with the personnel section of the participation council.

### Article C-2 Medical examination

The Medical Examination Act (*Wet op de medische keuringen*) is applicable. In situations where a medical examination should take place in accordance with this Act and where the employee has serious conscientious objections to this examination, the consequences of any illness and disability that would have been noticed, within reason, during a medical examination and which illness or disability leads to the employee's incapacity for work, will be at the employee's risk and expense.

### Article C-3 Employment contract

1. The employment contract will be entered into and amended in writing, in conformity with the format included in appendix II. It will be drafted in duplicate. The employer will ensure that the employee receives a copy of this contract or any amendments thereof, signed by both parties, in due time and where possible before commencement of the employment.
2. The employee is appointed at the university of applied sciences or the legal person that maintains the university of applied sciences or the group of universities of applied sciences, to a position at the university of applied sciences or the group of universities of applied sciences.
3. The employment contract contains a general description of the duties to be performed by the employee, in which these duties are merely outlined, this to enhance employability. Starting point is that the employee

has an employment contract with the university of applied sciences without a strict definition of the position and the place of work. When the structure of any degree programme and/or study programme is changed, the job content and the place where the duties are generally performed may be changed without the employment contract having to be amended and without consequences for the employment conditions agreed upon.

4. The employer will hold consultations with the employee concerning important aspects of the job content, any changes therein and the consequences of these changes for, amongst other things, travelling expenses and travelling time. Starting point is that the duties can in all reasonableness be assigned to this employee given the employee's job level.

## **Chapter D Nature and term of the employment contract**

### Article D-1 The term of the employment contract

An employment contract is entered into:

- for an indefinite period of time; or
- for a definite period of time with the prospect of an employment contract for an indefinite period of time; or
- for a definite period of time.

### Article D-2 Employment contract for an indefinite period of time

The employee is employed for an indefinite period of time unless article D-3 or article D-4 applies.

### Article D-3 Employment contract for a definite period of time with the prospect of an employment contract for an indefinite period of time

1. The employee may be employed for a definite period of time with the prospect of an employment contract for an indefinite period of time.

2. The term of the employment for a definite period of time as referred to in paragraph 1 is a maximum of 1 year.

3a. If the employee should fail to meet the requirements that the university of applied sciences has set in the context of the basic qualification Didactic Skills (*Didactische Bekwaamheid*) the term of the employment contract referred to in paragraph 1 may be extended twice, which extensions may together amount to a maximum of 1 year.

3b. If it cannot be assessed or not sufficiently assessed, due to special circumstances, whether the employee is suitable for his position, the term of the employment contract referred to in paragraph 1 may be extended twice, which extensions may together amount to a maximum of 1 year.

4. Upon entering into an employment contract under the present article, a probationary period as referred to in article 7:652 CC cannot be agreed upon.

5. The employee referred to in paragraph 1 of this article will be employed for an indefinite period of time after the expiry of the term for which the employment contract was entered into, unless it should appear from an appraisal as referred to in chapter N, which appraisal will take place at the latest two months before the expiry of the term for which the employment contract was entered into, that the employee by reason of his performance does not qualify for a conversion of his employment contract into an employment contract for an indefinite period of time.

6. Paragraphs 1 to 5 of this article will not apply if an employee is employed whose employment contract for an indefinite period of time was terminated by the employer during a period of 1 year or less preceding the employment of this employee.

### Article D-4 Employment contract for a definite period of time

With due observance of the maximum duration referred to in article D-5 the employee may be employed for a definite period of time and he may be charged with regular and/or incidental duties.

### Article D-5 Continued employment

1. Employment contracts for a definite period of time at the university of applied sciences and/or an employer in conformity with the CA, not being contracts for temporary agency workers and persons on secondment, may succeed each other, in which case as from 1 June 2015 the maximum term for the aggregate successive employment contracts for a definite period of time, contrary to article 7:668a CC will amount to:

a 4 years for teaching staff with teaching duties in the arts education if the employee also works as a professional artist and the number of hours he is employed by the employer is less than or equals 0.4 FTE; within this period six employment contracts can be entered into;

b the term of a doctoral research;

c a period of time to be specified in more detail for the employee in the position of lector/associate lector in scale 14 and higher, with the possibility for interim termination;

d 2 years in situations not covered under a and b; within this period three employment contracts may be entered into.

2. If successive employment contracts have led to continued employment for a definite period of time, as referred to in article 7:668 CC, notice of termination is not required for the termination of the employment.

3. In compliance with article 7:668a CC, successive employment relationships between the same parties not interrupted by any periods of time exceeding six months are deemed to be continued employment relationships.

4. Until 1 July 2015 a different maximum term for the aggregate successive employment contracts will amount to:

a 8 years for teaching staff with teaching duties in the arts education if the employee also works as a professional artist and the number of hours he is employed by the employer is less than or equals half the standard full-time equivalent;

b an unlimited period of time if the employee is declared fit for a position for a definite period of time on the basis a medical examination due to illness;

c a period of time equal to the term laid down upon employment for a 4-year funding for lectors/associate lectors. In the event of a reappointment the 4-year period may be extended by another 4-year period;

d the term of the doctoral research prior to employment by the university of applied sciences in a teaching position in the event that a doctoral process precedes employment in the teaching position;

e 3 years in situations not covered under a, b, c and d.

Contrary to article 7:668a CC, employment contracts as referred to paragraph 4 of the present article may be extended or entered into for an unlimited number of times.<sup>7</sup>

#### Article D-6 Increase in contractual number of working hours

If the employee is charged with extra duties, as agreed upon, of an incidental and/or regular nature, next to his existing duties, the full-time equivalent may be temporarily increased, for the duration of these extra duties, commencing on the day that he is actually charged with these duties. The employee will be informed in writing about this temporary increase in the number of working hours.

#### Article D-7 Part-time employment

1. Every employee is entitled to reduce the full-time equivalent, unless compelling business interests or interests of the service should dictate otherwise.

2. In the event of a vacancy, preference will be given to part-time employees, if sufficiently suitable for the position, to increase their full-time equivalent<sup>8</sup>.

3. On an annual basis the employer and the part-time employee will agree, in writing, on which days and hours the employee will perform his duties.

## Chapter E Obligations of the employer and the employee

#### Article E-1 General obligations

1. The employer and the employee are obliged to act in a manner befitting a good employer and a good employee.

2. The employee is obliged to perform his duties to the best of his abilities and to act upon the instructions issued by or on behalf of his employer.

3. The employee is obliged to perform his duties in compliance with the principles and the objectives as laid down in the articles of the legal person that maintains the university of applied sciences and as described in all the other documents in which the principles and objectives have been set out. The employee should have been given a reasonable opportunity to take note of the contents of these documents.

4. Within reasonable limits and in so far as necessary for the proper performance of his duties, the employee is obliged, following prior consultations, to agree to:

a temporary changes, for a maximum of one month, in the duties attached to his position;

b temporary changes, for a maximum of one month, in his working hours schedule.

<sup>7</sup> This derogation will apply for teaching staff with teaching duties in the arts education. It will apply for active professionals who work as performing artists – musicians, actors, dancers, visual artists, film directors – in their field of art and produce articles, products, performances and exhibitions. They should have a professional practice of a considerable size and quality.

<sup>8</sup> In the context of this article a vacancy is not deemed to exist if the staff capacity level can be filled by an employee faced with imminent redundancy or by a former employee who is eligible for the Enhanced Unemployment Insurance Scheme for higher professional education.

This paragraph applies by analogy if circumstances of such an extraordinary nature were to occur that prior consultations could not be held.

#### Article E-2 Confidentiality

1. The employee is obliged to observe confidentiality with respect to all that he takes note of by virtue of his position, in so far as this obligation arises from the nature of things or has been explicitly imposed in writing. This obligation will continue to have effect upon termination of the employment contract.
2. Without prejudice to any statutory provisions, the employer is obliged to observe confidentiality towards third parties with respect to the employee's personal details, unless the employee has granted written permission to provide these personal details to that third party.

#### Article E-3 Duties

1. The employee is obliged to assume the duties pertaining to the position.
2. The employee may refuse to carry out certain instructions by reason of serious conscientious objections.
3. Should it prove impossible to charge the employee with sufficient duties pertaining to his position in relation to the full-time equivalent, the employer may instruct him to perform other duties, provided these duties are suitable in relation to his personality and circumstances and having regard to his job level.

#### Article E-4 Ancillary activities

1. The employee is obliged to report the number of hours he performs ancillary activities related to his work and professionalism and the contents thereof. He will not carry out any activities that will demonstrably prejudice the performance of his duties and his employer's interests. The employee is obliged to surrender to the employer any remuneration paid by third parties for activities carried out by the employee during working hours, or any remuneration for activities awarded to these third parties, or any other remuneration paid by third parties in connection with any kind of relation to the employment contract entered into with the employer, in so far as the employer has not released the employee from this obligation in writing.
2. If the employee has undertaken, by accepting a contractual obligation, to observe confidentiality with respect to the contents of his ancillary activities, he will not be obliged to inform the employer about any of the contents of these activities.

#### Article E-5 Personal details

The employee is entitled to inspect his personnel file.

#### Article E-6 Insurance

1. The employer is obliged to take out third party liability insurance that covers the employee's liability in the performance of his duties, including damage caused to third parties by those persons that are supervised by the employee, as instructed by the employer, at the place of work.
2. The employer's obligation to insure the employee as referred to in paragraph 1 does not apply if this employee has serious conscientious objections to the insurance referred to and has informed the employer about these objections in writing.
3. If the employee should have serious conscientious objections to insurance as referred to in the previous paragraph, the consequences of not being insured will be at his own risk and expense.
4. If insurance has been taken out as referred to in paragraph 1, the employer indemnifies the employee against any liability claims in this respect and relinquishes possible rights of recourse against the employee. All of this except where the damage is caused by the employee's intent or wilful recklessness.

#### Article E-7 Copyrights and industrial property

Any entitlement to copyrights, patents, plant breeder's rights and other intellectual property rights and the proceeds arising from:

- the creation of a work of literature, science or art as defined in the Copyright Act (*Auteurswet*),
  - the invention of a new product or a new procedure as defined in the Patents Act (*Rijksoctrooiwet*), or
  - the breeding or production of a variety to which a plant breeder's right can be created as defined in the Seeds and Planting Materials Act (*Zaaigoed- en Plantengoedwet*),
- will accrue to the employer where the creation, invention, breeding or production was or has been effected by the employee in the performance of his duties for the employer.

## Chapter F Position

#### Article F-1 Standard positions and other positions

Without prejudice to the provisions set out in this CA, the employer will determine job descriptions and salary scales for the separate positions within the workforce. In doing so, the employer will specify the position within the organization and will determine the salary scale in relation to the workforce, taking into account the standards that apply to the employees based on laws and regulations and taking into account the standards applicable to teaching staff. The employer will ensure that the positions are sufficiently broad in scope and varied, in so far as these positions comprise at least 0.5 of the standard full-time employment.

#### Article F-2 Job evaluation

1. The position of the employee is classified into one of the job categories 1 to 18, based on the FUWA A-HBO system of job evaluation or the Hay method used by the employer. These job categories are also salary groups.
2. The positions will be classified into job categories in accordance with the job levels specified in the 'Conversion File for Universities of Applied Sciences' (*Conversiebestand Hoger Beroepsopleiding*). The summary of the Conversion File in the job matrix in which these levels have been specified is included in appendix IX to this CA.
3. On commencement of the employment and in the event of changes in the position, the employer will provide a general characterization and description of the position with the appropriate salary scale.
4. The employee may at any time raise objections to his job evaluation. The 'National objection procedure for job evaluations in universities of applied sciences' (*Landelijke bezwarenreglement functieordenen hbo*) as included in appendix V applies.

## Chapter G Working days and working hours

#### Article G-1 Office hours

1. The employee will perform his work during the hours when the university is open:  
a Mondays to Fridays from 7 a.m. to 10.30 p.m.;  
b Saturdays between 7 a.m. and 6 p.m.
2. If necessary as a result of the nature of the work, the office hours referred to in the previous paragraph may be derogated from.

#### Article G-2 Working hours scheme

1. The employer and the personnel section of the participation council will agree on a working hours scheme. This scheme will include agreements based on the provisions of Chapter J.
2. The work will be spread equally over the year or contract period.
3. The employer will record in writing the days and periods when the employee will work. These days or periods may be changed in consultation. The employee will receive written confirmation of such changes.
4. Agreements concerning workload policies and changes thereto will be submitted to the personnel section of the participation council for its approval, at the level at which the policy is adopted.

#### Article G-3 Maximum working day

1. A maximum working day consists of ten hours, consecutive where possible, with sufficient periods of rest in between. The periods of rest prescribed by law, as referred to in the Dutch Working Hours Act (*Arbeidstijdenwet*), do not qualify as working hours. Any coffee or tea breaks qualify as working hours.
2. The employer will determine the daily working hours after consulting the employee, based on the principle that no more than eight hours may be worked in a day.

#### Article G-4 Days of rest

The employee will be entitled to at least two consecutive days of rest a week.

#### Article G-5 Working hours of performing artists

A working hours scheme applies to performing artists which grants them the opportunity to carry out their profession during normal working hours if necessary.

#### Article G-6 Working hours older employees

1. An employee aged 50 or older may be instructed to work evenings, subject to a maximum of two part-days a week and 40 part-days a year, on account of new evening work due to the employer's activities being expanded or changed. This maximum may be derogated from if the employee agrees.

2. If an employee aged 50 or older already works for 40 part-days or more, the number of part-days cannot be expanded, unless the employee agrees to this.

## **Chapter H Salary and Allowances**

### Article H-1 Determining salaries, holiday allowances and regular year-end bonuses

1. The employee's salary will be agreed on with due observance of the rules set by the CA parties under or pursuant to laws and regulations. The salaries will be increased by 2% effective from 1 December 2014 and by 1% effective from 1 December 2015. The salary increase will be extended to the benefits in the usual way. In August 2015 a one-off bonus of €425 gross will be granted, in proportion to the full-time equivalent, to every employee employed on 1 August 2015 by a university of applied sciences covered by the CA for universities of applied sciences. This amount is pensionable.
2. The employee's salary will be determined on commencement of the employment, in reasonableness and with due observance of the experience gained, based on the appropriate salary for the position according to the job classification or based on the initial years specified for that job grade, and will be paid out on a monthly basis.
3. On commencement of the employment and if there are any changes, the employer will provide the employee with a breakdown of his income.
4. The holiday allowance for each calendar month is 8% of the amount received as salary in that month by the employee and will be paid once a year in the month of May for the period of twelve months ending with the month of May. Contrary to the foregoing, if the employment contract is terminated payment will be made for the period between the end of the most recent period for which the holiday allowance was paid and the date on which the employment contract was terminated. Appendix III applies to the minimum holiday allowance.
5. In December, a regular year-end bonus of 8.3% will be granted, to be calculated based on the annual salary and to be accrued in proportion to the full-time equivalent in accordance with the holiday allowance system. This payment will be reflected in the pension basis and in both the current and new payments.

### Article H-2 Salaries of part-time employees

1. The salary of an employee commencing part-time employment will be calculated in proportion to this CA and the full-time equivalent.
2. In order to determine the appropriate scale amount, the employee's actual salary will, if necessary, be converted into a salary amount associated with standard full-time employment.

### Article H-3 Annual salary increase

1. An annual salary increase will be granted based on the outcome of the annual performance appraisal. The institution must have an operational appraisal system that meets the criteria agreed on by the CA parties. These criteria are laid down in Chapter N of this CA.
2. The outcome of the annual performance appraisal will:
  - in the case of a positive appraisal result in a salary increase, within the salary scale, by the standard percentage applicable in the appropriate job grade;
  - in the case of an excellent appraisal result in a salary increase by twice the standard percentage;
  - in the case of an unsatisfactory appraisal not result in a salary adjustment.The outcome of the performance appraisal will be good if the employee has performed at the normal level for that position.  
The outcome of the performance appraisal will be excellent if the employee has performed above the normal level for that position.  
The outcome of the performance appraisal will be unsatisfactory if the employee has regularly or continually performed below the normal level for that position.
3. In the event that an employee has, on account of not yet satisfying all the relevant requirements for the proper performance of the position, been classified in the stage of initial years corresponding to the relevant job grade and it is determined during the performance appraisal that the employee does not yet perform the position properly, the outcome of the annual performance appraisal will:
  - in the case of a positive appraisal result in an increase to the following initial year;
  - in the case of an excellent appraisal result in an increase to the initial year thereafter;
  - in the case of an unsatisfactory appraisal not result in a salary adjustment.
4. In the event that an employee has, on account of not yet satisfying all the relevant requirements for the proper performance of the position, been classified in the stage of initial years corresponding to the relevant job grade and it is determined during the performance appraisal that the employee now performs the

position properly, the outcome of the annual performance appraisal will result in a salary adjustment to at least the minimum of the relevant job grade.

5. The number of initial years is subject to a maximum and is as follows:

- for job grades 1 to 2: no initial years
- for job grades 3 to 8: a maximum of 1 year
- for job grades 9 to 14: a maximum of 2 years
- for job grades 15 to 18: a maximum of 3 years.

#### Article H-4 Extraordinary allowance

The employer may grant an employee who has reached the maximum of the job grade associated with his position a permanent allowance of at the most 15% of his salary on the following grounds:

a extraordinary skill, suitability and diligence;

b other circumstances which the employer considers to be of sufficient importance.

#### Article H-5 Long-service bonus

1. The employer may grant an employee a one-off bonus for extraordinary years of service.

2. When an employee has been employed by the employer for 25, 40 or 50 years, the employer will grant him a bonus of 50%, 100% and 100% of his monthly income respectively.

The number of pensionable years of service will determine when such a service anniversary has been reached.

If the employee has commuted any pensionable years of service or has not accrued these or only partially accrued these during a particular period on account of his age, full-time equivalent or duration of his employment, the years will, however, be taken into account fully when calculating when a service anniversary has been reached.

The following years will not be taken into account when calculating when a service anniversary has been reached:

- pension years purchased by the employee;
- pension years accrued additionally because the employee's full-time equivalent is greater than 1.

Years spent in the tropics which the pension fund counts as double pension years will only count once when calculating when a service anniversary has been reached.

#### Article H-6 Labour market allowance

1. The employer may grant the employee an allowance for reasons relating to the labour market if the position is impossible or difficult to fill without the allowance. Upon entering into the employment agreement, arrangements will be made with respect to the duration of the allowance.

2. Any granting of allowances for reasons relating to the labour market must be accounted for annually in the annual social report.

#### Article H-7 Overtime allowance

1. An employee whose salary is determined in accordance with one of the job grades 1 to 10 and who works overtime on the instructions of the employer will be granted an allowance, except as provided for in paragraph 3 of this article.

2. 'Overtime' is understood to mean work carried out outside the daily working hours determined for the employee, in so far as these working hours will be exceeded as a result.

3. No allowance will be granted for overtime worked for less than one hour following on from the daily working hours determined for the employee. An employee may only work overtime on the instructions of the employer.

4. Except when irregular hours are worked, as referred to in article H-8, the overtime allowance will consist of:

a leave, equivalent to the number of hours exceeding the daily working hours determined for the employee, and

b a sum of money which, for each hour exceeding these working hours, is equivalent to a percentage of the employee's hourly salary, with the proviso that the sum of money for overtime worked on Mondays to Fridays between 8 a.m. and 6 p.m. will only be granted in so far as the number of working hours in the case of standard full-time employment are exceeded as a result of the employee working overtime.

5. The allowance will be granted as soon as possible but as a rule not later than in the calendar month following the calendar month in which the working hours were exceeded, in which respect the wishes of the employee will be taken into account as much as possible. Article G-2 applies in this respect.

6. The employer may determine that, instead of granting leave, as referred to in paragraph 4(a) of this article, a sum of money equivalent to the employee's hourly salary will be granted for each hour.



7. The percentage referred to in paragraph 4(b) is:  
a except as specified under b and c:

overtime worked:	Saturdays and Sundays	Mondays to Fridays
between midnight and 6 a.m.	100	50
between 6 a.m. and 10 p.m.	50	25
between 10 p.m. and midnight	100	50

b 50 if more than two hours of overtime were worked, in so far as this overtime was worked after the first two hours on a Monday, Tuesday, Wednesday, Thursday or Friday between 6 a.m. and 10 p.m., except as specified under c.

c 100 if the overtime was worked on a non-working day that is not a Sunday, or on the following day between midnight and 6 a.m.

#### Article H-8 Allowance for irregular working hours

1. An employee who is not a member of the teaching staff and whose salary is determined based on one of the job grades 1 to 10 and who regularly or relatively regularly carries out work on the instructions of the employer at times other than between 8 a.m. and 6 p.m. on Mondays to Fridays will be granted an allowance.

2. The allowance for each hour worked is the following percentage of the employee's hourly salary:

a 20% for the hours between 6 a.m. and 8 a.m. and between 6 p.m. and 10 p.m. on Mondays to Fridays;

b 40% for the hours between 6 a.m. and 10 p.m. on Saturdays;

c 40% for the hours between midnight and 6 a.m. and between 10 p.m. and midnight on Mondays to Saturdays;

d 65% for the hours on non-working days,

with the proviso that these percentages will be calculated based on at the most the hourly salary derived from the maximum salary for job grade 6.

3. For the hours referred to in paragraph 2(a), the allowance will only be granted if the employee started his work before 7 a.m. or ended his work after 8 p.m.

#### Article H-9 Guaranteed allowance for irregular working hours

1. An employee whose income, as a result of the termination or reduction of an allowance as referred to in article H-8, that was not caused by the employee, is permanently reduced by an amount equivalent to at least 3% of the employee's income will be granted a diminishing allowance, provided that he received the first allowance for at least two years, without any significant interruption, immediately prior to the date on which it was terminated or reduced. The diminishing allowance as referred to in the first sentence of this paragraph will be granted for a period equivalent to 25% of the period for which the allowance for irregular working hours was granted, as referred to in article H-8, subject to a maximum of three years. The diminishing allowance, divided between equal parts of the period for which the diminishing allowance is granted, is 75%, 50% and 25% respectively.

2. Contrary to the provisions of paragraph 1, an employee aged 60 or more whose income is permanently reduced as a result of the termination or reduction of an allowance as referred to in article H-8, that was not caused by the employee, will be granted a permanent allowance, provided that he received the first allowance for at least ten years, without any significant interruption, immediately prior to the date on which it was terminated or reduced. The allowance referred to in the first sentence of this paragraph is 100%.

3. The diminishing allowance referred to in the first paragraph will become a permanent allowance as referred to in the second paragraph of this article when the employee reaches the age of 60 and if he has received an allowance as referred to in article H-8 for at least ten years, without any significant interruption, immediately prior to the commencement of this allowance.

4. For the purposes of paragraphs 1 to 3, a 'significant interruption' is understood to mean an interruption of more than two months.

#### Article H-10 Temporary occupation of a higher position

If an employee is charged with fully occupying a position that comes within a higher job grade, the employee will be assigned to a grade, for the duration of the temporary occupation of the higher position, as if he had been appointed to that position, unless the temporary occupation

a forms part of the employee's position;  
b is a result of another employee's holiday leave;  
c has a duration of less than 31 consecutive calendar days.  
The occupation of the higher position is temporary.

#### Article H-11 Student assistant

1. Students who contribute to a teaching position or who perform work within the university of applied sciences as an extension of their own degree and/or study programme may be offered a fixed-term employment contract as a student assistant.
2. The employer will determine rules for the term and extent of the employment of the student assistant.
3. Chapters F, M, N and O and also Articles H-3, H-4, H-5, H-6 and H-8 to H-10 do not apply to a student assistant.
4. The salary to be paid to a student assistant will be determined by the academic year the student is in within the degree and/or study programme. The employer may lay down rules for determining the academic year in view of its own degree and/or study programmes.
5. Based on the reference to the position of teaching assistant, the salary for a student assistant employed on a full-time basis is equivalent to the salaries for the first three levels in grade 6 of the CA for universities of applied sciences.
6. The employer may lay down rules for determining the academic year in view of its own degree and/or study programmes.

## Chapter I Allowances and Schemes

#### Article I-1 Company emergency response allowance

1. The employer may instruct the employee to perform company emergency response duties in accordance with article 15 Working Conditions Act (*Arbeidsomstandighedenwet 1998*, Bulletin of Acts and Decrees 1999,184).
2. The employee may only be charged with company emergency response duties if he has valid qualifications for company emergency response issued by a recognized company emergency response institution.
3. The employee who has been charged with company emergency response duties will receive a monthly allowance for these duties.

#### Article I-2 Relocation expenses

1. An employee who is employed for an indefinite period of time for a number of hours equalling half the standard full-time employment or more is entitled to claim once, during a period of two years, a contribution towards furnishing expenses amounting to 12% of his annual income, to a maximum of € 5,446, and a relocation allowance amounting to €1,589 for all other direct and indirect costs incurred by moving house, if and in so far as the employee, on commencement of the employment, lives at a travelling distance by public transport of more than one hour away from his place of work and he moves house to the town or city where his place of work is. The allowances concern expenses that have actually been made; the employee will therefore have to submit receipts.
2. In the event that the employee performs his duties at more than one place of work of the university of applied sciences, the term 'place of work' referred to in paragraph 1 is understood to mean the place of work in the town or city where the employee lives or moves to the first time after commencing the employment. He may then only, unless this should be unreasonable, claim a relocation allowance if a major change takes place in the division of the duties he performs at different places of work and he moves to the town or city where the place of work is where he performs most of his duties,
3. If the employee is employed for a definite period of time or for a number of hours less than half the standard full-time employment, the employer and the employee may agree that paragraph 1 will be applicable by analogy, provided always that the period of time during which the employee is entitled to a relocation allowance will not exceed a total period of two years following the day the entitlement to that allowance arose.
4. The employer and the employee may agree that the employer moves house to a location outside the town or city where the place of work is.
5. The employee may be obliged by the employer to refund a pro rata part of the allowance if the employee gives notice of termination within two years following his moving house.

#### Article I-3 Obligation to move house

The employee may be obliged by the employer to move house if this should be necessitated by the nature of the position, to be determined at the employer's discretion, and the contractual number of hours that the employee works at the university of applied sciences is more than or equal to half the standard full-time employment. In that case the employee will be entitled to a contribution towards the costs in accordance with the provisions of article I-3, with the exception of the provisions of paragraph 5. The allowance concerns expenses that have actually been made; the employee will therefore have to submit receipts.

#### Article I-4 Travelling expenses

1. The concrete details of the arrangement for travelling expenses will be decided on at university level. A public transport scheme agreed upon with the personnel section of the participation council could be part of these arrangements. If additional arrangements are agreed upon in the local CA consultations, the arrangements agreed upon in the local CA consultations will prevail in the event of inconsistencies.
2. The employer may arrange for a tax set-off scheme for official travel and commuting.
3. The policy with respect to the public transport scheme must be accounted for annually in the annual social report.

#### Article I-5 Travelling expenses necessary for official travel

The employer will reimburse the travelling expenses necessarily made by the employee on official trips.

The 'travelling expenses necessarily made' are understood to mean:

- a where public transport is used: the costs for travelling on the regular means of public transport via the most common route and at the least expense for the employer, in so far as the employer considers the use of these means to be necessary;
- b where a motor vehicle is used: the costs calculated on the basis of the use of public transport as referred to under a, unless the employer has authorized the use of a motor vehicle. In the event of authorization, the reimbursement equals the maximum travelling allowance that is tax-exempted from payroll tax and income tax.

#### Article I-6 Contribution towards subsistence expenses for official travel

The employer will reimburse the subsistence expenses actually incurred by the employee, within reason, as these arise on official trips from the nature of the official travel.

#### Article I-7 Postings abroad

1. If the employee is charged by the employer with duties that have to be performed outside the Netherlands, the employee will be entitled to a contribution towards the relocation costs and subsistence expenses.
2. On determining the contribution as referred to in the previous paragraph, the cost of living in the country where the duties are to be performed will be taken into account.
3. The employer and the trade unions may agree upon more detailed arrangements for postings abroad.

#### Article I-8 Trade union membership fees

An employee who is a member of a trade union may exchange (gross) salary for a (net) payment of the trade union membership fee, in accordance with the scheme included in appendix IV (please refer to appendix IV). A format application form is published on the website of the Association of Universities of Applied Sciences ([www.vereniginghogescholen.nl](http://www.vereniginghogescholen.nl)).

## **Chapter J Work, leave and special leave**

#### Article J-1 Work and Leave

1. The total number of hours' holiday is calculated on an annual basis, based on the number of net working hours amounting to 1659 on an annual basis and the tasks and working hours that apply to the employee per working week.
2. For the employee who works in part-time employment the effective standard annual workload of 1659 hours is determined pro rata.
3. The employee is not expected to perform his duties on non-working days. If a public holiday is not in the weekend, this day will be compensated by the employer.
4. The employer will offer the employee the opportunity to take a holiday on religious holidays and anniversaries pertaining to his personal beliefs.

#### Article J-2 Actual number of working hours per week

1. The working week for an employee who works full-time is specified as follows: 36 hours, 38 hours or 40 hours.
2. The employee is entitled, in consultation with the employer, to choose a working week of 36 hours, 38 hours or 40 hours, unless compelling business interests or interests of the service should dictate otherwise. The consultations on this issue must be finalized at least 3 months before the start of the academic year.
3. Following consultations, the employer and the employee may agree upon different tasks and number of working hours per week.
4. In the case of an employee who works in part-time employment this article is applied in proportion to his employment.

#### Article J-3 Daily working hours

1. The employer will set the daily working hours on the basis of the employee's actual number of working hours per week, following consultations with the employee and observing the preferences of the employee, and as appropriate for the nature of the duties to be performed.
2. The working hours pattern must be in accordance with the provision laid down in the Working Hours Act (*Arbeidstijdenwet*). There must be a balanced distribution of the number of working hours per week. The leading principle in this context is that the working week must be specified in either 8-hour days or 4-hour half-days.
3. A regular working day is an 8-hour working day.

#### Article J-4 Holidays

An employee who has a working week of

- 36 hours is entitled to 219 hours' holiday per calendar year without loss of salary
- 38 hours is entitled to 323 hours' holiday per calendar year without loss of salary
- 40 hours is entitled to 428 hours' holiday per calendar year without loss of salary

For the employee who works in part-time employment the number of hours' holiday will be determined in proportion to his employment. Parts of hours will be rounded up to half hours.

#### Article J-5 Registration

The number of hours' holiday taken by the employee pursuant to article J-4 is registered by the employer.

#### Article J-6 Commencement and termination

Contrary to the provisions of article J-4 the number of hours' holiday the employee is entitled to will be determined pro rata if the employment contract is entered into or terminated in the course of a calendar year and if any changes are made in the individually agreed upon working hours per week.

#### Article J-7 Holiday and illness

1. An employee who cannot perform the duties agreed upon due to illness will accrue hours' holiday over the statutory minimum number of hours' holiday, i.e. four times the agreed number of working hours per week. The hours' holiday in excess of the statutory entitlement will accrue over the first six months of the sick leave. Time periods will be added up where there is less than a month between them. After that period the employee who cannot perform his duties, due to illness, for only a part of the agreed number of working hours will accrue hours' holiday in proportion to the hours he does perform his duties.
2. If the employee falls ill during his holiday, the leave will be converted into sick leave.

#### Article J-8 Taking a holiday

1. The employer will grant the employee a holiday upon the employee's request, unless serious reasons should dictate otherwise. In this event the employer will inform the employee about this within two weeks, substantiated and in writing.
2. The employer and the employee will ensure that sufficient opportunity is granted or taken to make use of the holiday entitlement in the relevant year.
3. Holiday that is not taken due to illness, or that is not taken because the interests of the service should dictate otherwise, may be transferred to the next year.
4. Following the *PMR's* consent, the employer may designate a maximum of one week and a maximum of four days per year, whether they are consecutive days or not, as mandatory holiday.
5. Following consultations with the *PMR* the employer may designate longer periods of time than the periods referred to in the previous paragraph as mandatory holiday. The *PMR's* consent is required in this matter. The *PMR* may then make compensation agreements.

#### Article J-9 Short-term special leave

1. The employer will grant the employee short-term special leave without loss of income, subject to the provisions of paragraph 2 of this article, in so far as the employee's duties coincide with one or more of the following circumstances:

a exercising the right to vote, complying with a statutory obligation or sitting an examination or test administered or recognized by the authorities, in so far as this cannot take place in the employee's leisure time and his working hours cannot be changed;

b attending meetings or hearings of or performing activities for public law boards or committees to which the employee has been appointed or elected, in so far as this cannot take place in the employee's leisure time;

c exercising the membership of an examination board administered or recognized by the authorities or acting as an external state-appointed examiner at an examination: an aggregate maximum of 14 days' leave per year, to be determined in consultation with the employer, in so far as the employer is indemnified in this respect;

d the death of the employee's partner, parent or child, including the employee's or the employee's partner's parents-in-law, stepparents or stepchildren or foster children: 4 days' leave; the death of blood relatives or relatives by marriage of the employee or the employee's partner in the second degree: 2 days' leave; if, in this latter case, the employee is responsible for arranging the funeral or administering the estate: a maximum of 4 days' leave;

e moving house if the place of work changes: 2 day's leave or in special circumstances a maximum of 4 days' leave;

f looking for a house if the place of work changes: a maximum of 2 days' leave;

g the employee's civil wedding or church wedding or registration of partnership: a maximum of 2 days' leave, in so far as the wedding day or days or the day or days the partnership is registered fall within this period of time;

h wedding or partnership registration of blood relatives or relatives by marriage of the employee or the employee's partner in the first or the second degree: 1 day's leave;

i attending a membership meeting under the charter of the federation of trade unions or the trade union, as referred to in article V-7, where the employee is registered as a member, in so far as this cannot take place in the employee's leisure time.

2. If the circumstances should occur that are referred to in paragraph 1(b) of the present article and the employee should receive a fixed remuneration for the activities with respect to which leave is granted, a deduction will be withheld from his income for the period of time that he is on leave. This deduction will not exceed the fixed remuneration that the employee may be deemed to have received for the activities that are performed during the period of time corresponding to the period of leave.

3. The special leave referred to in this article must be requested at least a week in advance, or, in unforeseen circumstances, as soon as possible. In appropriate cases, the employer may regard the employee's absence as special leave without loss of income even where the employee has failed to request special leave in accordance with these requirements.

4. If the employee would like to take unpaid leave or a day's leave in the situations referred to below, he will be given the opportunity by the employer to do so:

- official notice of the employee's intended marriage;
- the death of a blood relative or a relative by marriage of the employee or the employee's partner in the third and the fourth degree;
- moving house other than where the place of work is changed;
- the 25<sup>th</sup>, 40<sup>th</sup> and 50<sup>th</sup> service anniversary or wedding anniversary or anniversary of the registration of the registered partnership of the employee and the 25<sup>th</sup>, 40<sup>th</sup>, 50<sup>th</sup> and 60<sup>th</sup> wedding anniversary or the anniversary of the registration of the registered partnership of the parents, including stepparents, parents-in-law or foster parents, of the employee or employee's partner;
- youth work;

5. Contrary to the provisions of the third paragraph of the present article, special leave as referred to in paragraph 1(1) must be requested at least two months in advance.

#### Article J-10 Pregnancy and maternity leave and parental leave

1. A female employee is entitled to pregnancy and maternity leave in connection with the birth of her child without loss of income.

2. Entitlement to pregnancy leave arises starting from 6 weeks before the day after the presumptive day of the child's birth, as indicated in a written statement by a doctor or a midwife to be submitted to the employer, up to and including the day of the child's birth. The pregnancy leave will start at the latest 4 weeks prior to the day following the presumptive day of the child's birth.

3. The maternity leave will start on the day after the child's birth and amounts to 10 consecutive weeks or as many days more as the number of days that the pregnancy leave was shorter than 6 weeks.
4. For the application of paragraph 3, the number of days that the female employee receives sick pay pursuant to article 29a, paragraph 2 of the Sickness Benefits Act (*Ziektewet*) in the period she is entitled to pregnancy leave although this leave has not yet started, are regarded as days she has obtained pregnancy leave.
5. The employee is entitled to unpaid parental leave pursuant to the Work and Care Act (*Wet Arbeid en Zorg*).

#### Article J-11 Care leave

The employer will grant the employee care leave without loss of income in the event that the partner, a parent or a child, including the employee's or the employee's partner's parents-in-law, stepparents or stepchildren or foster children, fall ill and require nursing, to a maximum per year of two times the working hours per week. If a medical certificate, to be submitted to the employer, should indicate that the continuous presence of the employee with the person who has fallen ill is required for a longer period of time, this period may be extended.

#### Article J-12 Emergency leave and other short-term leave of absence

1. In very special, personal circumstances the employer may also grant the employee short-term special leave, with or without loss of income, in addition to the circumstances referred to in article J-9, for a short-term period of time, to be determined in all fairness.
2. With respect to the birth of his child, the employee will be granted leave without loss of income for the day of the child's birth and paternity leave for a maximum of 5 working days, pro rata the full-time equivalent, over a period of time of 4 weeks beginning on the day that the child actually resides at the same address. These days do not have to be taken consecutively.

#### Article J-13 Adoption leave

Leave without loss of income pursuant to the Work and Care Act (*Wet Arbeid en Zorg*) is granted for a maximum of 4 weeks in the event that a child is adopted by the employee. Throughout the period of leave the salary will be paid in full. In the event that a child is adopted from a country abroad, this period will be extended, where necessary, to a maximum of 6 weeks. The leave will start 2 weeks before the first day the child is actually taken into the family; the leave does not have to be taken consecutively, however, it has to be taken within a period of 18 weeks.

#### Article J-14 Long-term special leave

1. The employer may grant an employee, upon the employee's request, long-term special leave with respect to part or all of his duties.
  2. The employer may attach conditions to granting the leave.
  3. The conditions comprise, in any case, an arrangement with respect to the pension contribution payments. In accordance with the provisions in the pension agreement of the General Pension Fund for Public Employees (*ABP- Algemeen Burgerlijk Pensioenfonds*), the employer will in all cases recover the minimum percentage set.
- Furthermore, the starting point is that if the employee takes long-term leave exclusively in his own interest, the payment of the entire pension contribution, both the employer's and the employee's share, will be at the employee's expense and if he takes long-term leave mainly in the public interest, the payment of the employer's share will be at the employer's expense. Activities performed mainly in the public interest could include activities for the benefit of development aid, teaching at *Edukans*, advisory work at UNESCO, etc.

#### Article J-15 Long-term special leave for political posts

1. An employee who accepts a post as
  - a a member of the Second Chamber of the States General;
  - b a member of the Provincial Executive of a province; or
  - c a deputy ombudsmanwill be granted unpaid long-term leave by operation of law.
2. The employer will grant an employee who accepts a post as alderman unpaid long-term special leave, upon the employee's request, with respect to part or all of his duties. In so far as the performance of duties for the employer is compromised, the employer may grant said leave acting on his own initiative, provided the employee is heard in advance.

3. Starting 1 December 2014, the term leave is granted for political posts may amount to a maximum of 9 years from the date referred to.

## **Chapter K Decentralized resources for employment terms and conditions**

1. The university of applied sciences will spend 1.41% of the aggregate annual income on decentralized consultations about employment terms and conditions. This budget will be available for new agreements to be made by the local CA consultations or for improving existing schemes about such matters as:

- paid parental leave. A scheme about this subject will at least specify that the accrual of pension rights will continue in full for the period of parental leave and that the basis of the national insurance contribution calculation will not be affected;

- childcare. A scheme about this subject will at least concern the care for children aged between 0 and 4. The mandatory employer's contribution for each employee will be deducted from the available budget;

- group IPAP insurance (occupational disability pension top-up plan).

If it is decided during the decentralized consultations that group IPAP insurance will not be offered, the employer must inform the employees in writing about the risk of a drop in income after expiry of the salary-related phase and the possibility of taking out insurance against this risk;

- target group policy. Policy agreements will be aimed at eliminating physical and financial impediments for participation in the labour force by immigrants, work-disabled persons, persons whose job is subsidized and women;

- participation policy/jobs (voluntary work while on benefits). It will be discussed whether and to what extent participation jobs can be provided within the university of applied sciences. The possibility will also be examined of moving persons with a participation job on to a regular job;

- additional agreements concerning the travelling expenses scheme for commuting;

- additional agreement for care leave;

- additional agreement for healthcare policy;

- additional agreements for career policy (for employees who, on their own initiative, wish to prepare for a position elsewhere);

- teleworking.

2. With regard to the policy topics referred to here, it applies that the contents and level of the schemes applicable on 31 May 2002 at institution level, whether or not ensuing from the age-conscious personnel policy, quality policy and target group policy, are starting points for the consultations to be held by the CA parties at local level. Until new agreements come into effect, the existing schemes will apply, whether these are based on previous CA provisions or not.

3. In the local CA consultations, how the resources will be spent will be discussed on a regular basis and it will be determined in consultation whether there is any reason for changing the distribution of the resources across the different policy areas. The agreements about the spending of the budget will be reported to the Dutch Inspectorate SZW (*Inspectie SWZ*) by the employer as a CA agreement.

## **Chapter L Employment terms and conditions options menu**

With due observance of the following provisions, an employment terms and conditions options menu has been implemented at university level.

1. The following sources and goals apply to the employment terms and conditions options menu, with sources being understood to mean the employment terms and conditions the employer may exchange for other employment terms and conditions. For the sources as well as the goals, a distinction can be made between time and money.

Time sources:

- the number of hours to be worked exceeding the agreed standard annual workload. As a rule, these will be the available hour's holiday over and above the statutory number of days'/hours' holiday and time off, subject to a maximum of 90 hours a year, with the exception of situations in which time is directly converted into money. In that case, a maximum of 45 hours a year will apply. If time is used for other money goals, the maximum of 90 hours will apply.

These hours do not include the hours from articles M-1 and M-2.

Money sources:

- one-off payments in so far as included in the CA;

- regular year-end bonus (with effect from 1 January 2003);

- salary.

Time goals:

- sabbatical leave;
- extended parental leave;
- study leave (for studies that are not job-related);
- additional hours' leave up to a maximum of 45 a year.

Money goals:

- additional income during parental leave;
- employee's childcare contribution;
- contribution towards study costs (for studies that are not job-related);
- accrual of ABP multi-option pension based on the ABP regulations;
- accrual of wages under the life-course savings scheme;
- money up to a maximum equivalent of 45 hours a year.

2. The following specific provisions apply to the sources and the goals:

- sabbatical leave should preferably be taken once every 4 years for a period of 2 months, with a maximum of once every 6 years for a maximum period of 3 months;
- a sabbatical leave option will remain unchanged for several years;

Such a provision applies to both the employer and the employee. Nevertheless, circumstances may arise as a result of which an agreement that has been made and laid down must be derogated from. Reviewing an agreement that has been made may therefore be necessary under compelling circumstances, subject to the condition, however, that this does not conflict with the interests of the department where the employee concerned is appointed;

- in the event of early termination of the employment (whether voluntary or involuntary), the total sabbatical leave accrued will be equated with the employee's remaining holiday leave;
- in the event of illness during the period of sabbatical leave, the employee must report this to the employer immediately. If the period of illness lasts more than 4 weeks, the period of sabbatical leave will be suspended;
- if the accrued hours are taken in a future period, this must be based on a 1-on-1 system, in accordance with the accrual of leave entitlement;
- sources spent on goals involving parental leave, childcare and studies may be accrued over several years;
- additional payments by the employer on behalf of the employee for flexible pension and retirement/old-age pension will be made in accordance with the provisions of the ABP regulations;
- the salaries and income tax consequences for the different sources and/or goals in the options model will be at the employee's expense and will not be compensated by the employer.

3. It must be possible to express the value of all the elements in the model as a standard. The chosen standard is 1 hour. The value of an hour is determined as 1/138<sup>th</sup> part (0.725%) of the monthly salary. The holiday allowance is included in this percentage.

4. In the case of fixed-term employment contracts, the duration of the temporary employment must be taken into account. The principle of proportionality applies in the case of part-time employees.

5. A request by an employee to purchase or sell hours must be submitted to the employer prior to commencement of the year (calendar year or academic year) and will in principle apply for a period of 1 year, unless stated otherwise. The options for the coming year will be definite after the employer has agreed to them in writing.

6. The employer will decide on the requests submitted, with elements such as appropriate within the workforce and budgetary consequences being the deciding factors for whether or not a request will be granted.

7. For economic reasons, the employer may request the employees as a group (being an existing business unit within the organization) to purchase or sell hours. An employee may refuse such a request.

## **Chapter M Sustainable employability and Reduction of working hours for older staff**

Article M-1-a General



1. This scheme is meant to enable employees to make arrangements that may help them to continue to perform their duties, also in the long run, energetically, in good health and with pleasure, and to combine their working lives and private lives. The employee's own responsibility and choice come first.
2. Hours under the sustainable employability scheme cannot be converted into salary.
3. Upon termination of employment the sustainable development hours saved will not be paid out. Remaining hours under the sustainable employability scheme will be cancelled.
4. For part-time employees the hours referred to in this scheme will apply pro rata the full-time equivalent, with due observance of article M-1-b.
5. The sustainable employability scheme will enter into force on 1 August 2015.

#### Article M-1-b Entitlements under the sustainable employability scheme

Entitlement to the sustainable employability scheme arises for:

- the employee who has an employment agreement for 0.4 FTE or more
- the newly employed employee who has an employment agreement for 0.4 FTE or more and who was employed in higher professional education for three years over the previous five-year period.

#### Article M-1-c Introduction training for new employees

The employer together with the *PMR* will formulate a policy for the introduction training of newly employed employees. The policy will contain provisions guaranteeing that newly employed employees will be given adequate introduction training over a period of a maximum of three years. The colleague providing the introduction training will be facilitated in terms of time. The starting teacher will be given the opportunity to obtain, in any case, the basic qualifications Didactic Skills (*Basiskwalificatie Didactische Bekwaamheid*). Article O-4 applies.

#### Article M-1-d Personal budget for sustainable employability

1. The employee who has a full-time employment agreement is entitled to an annual budget for sustainable employability amounting to 45 hours.
2. Contrary to paragraph 1 the budget for sustainable employability amounts to 40 hours for each of the following years: 2015, 2016, 2017, 2018 and 2019.
3. For part-time employees the entitlement is pro rata the full-time equivalent.

#### Article M-1-e Additional personal budget for sustainable employability

1. The employee who has reached the state pension age minus 10 years and who has an employment agreement for 0.4 FTE or more and who has worked in higher professional education for five consecutive years, is entitled to an additional annual budget for sustainable employability amounting to 45 hours.
2. Contrary to paragraph 1, the additional budget for sustainable employability amounts to 50 hours for each of the following years: 2015, 2016, 2017, 2018 and 2019.
3. For part-time employees the entitlement is pro rata the full-time equivalent.

#### Article M-1-f Using sustainable employability hours

1. The employee may use the budget for sustainable employability for one or more of the following spending purposes:

- acquiring professional experience outside the university of applied sciences
- performing surplus work within the university of applied sciences
- personal development and/or additional study leave
- re-establishing, for a limited period of time, the balance between working life and private life
- sabbatical leave
- rest and recuperation leave for a limited, consecutive period of time
- care obligations for a limited period of time
- activities in the context of broadening the employability.

\*) acquiring work experience within the university of applied sciences may not result in the employee not attending to his regular duties

2. The employee and his immediate superior will discuss, on an annual basis, in the interview cycle whether and in which way the budget for sustainable employability will be applied for any of the purposes mentioned. These arrangements, including arrangements concerning the saving scheme, will be laid down in writing. A maximum of 200 hours can be saved. For the part-time employee the maximum number of hours applies pro rata the full-time equivalent. The accrual of the budget for sustainable employability stops when the maximum number of hours is reached. During the period of time sustainable employability

hours are saved, the employee may take sustainable employability hours out of the budget saved. The final decision on the application of the budget for sustainable employability is at the employee's discretion. If these sustainable employability hours are used for work within the university of applied sciences or if the interest of the organisation should be incompatible with the proposed application, the employer's approval is required.

#### Article M-1-g Sustainable employability plan at university of applied sciences level

With the *PMR*'s approval and at institutional level, the employer may supplement the abovementioned spending purposes or provide suggestions for the application of sustainable employability hours respectively.

#### Article M-1-h Regulations

In mutual consultation with the *PMR* the employer will draw up regulations in which arrangements are laid down concerning the way in which the sustainable employability scheme will be implemented in practice. The provisions of chapter L, Employment terms and conditions options menu, will be taken into account. The regulations may also include further rules as to whether and in which way the sustainable employability hours may be converted into expenses to be claimed. In that case the value of a sustainable employability hour will be set in accordance with the methodology described in chapter L, paragraph 3.

#### Article M-1-i Hardship clause

In the event that the university of applied sciences will demonstrably be faced with insurmountable economic consequences as a result of the implementation of the agreements pursuant to article M-1, the trade unions are prepared to enter into consultations with the university of applied sciences to make additional agreements that take account of the specific circumstances and characteristics of the university in question. Both the individual university of applied sciences and the trade unions will raise the problem of this specific university of applied sciences in the national CA consultations.

#### Article M-2 Reduction in working hours for older staff

##### Article M-2-a General

1. As from 1 January 2015 the employee who has reached the state pension age minus 10 years and who has an employment agreement of 0.4 FTE or more and 5 consecutive years of employment in higher professional education, at a moment of his own discretion (unless the organisation's interest should dictate otherwise), may determine

- to reduce his working hours in recognizable part-days by a fixed percentage to a maximum of 20% of the annual assignment agreed upon
- for a period of a maximum of 5 years.

2. The employee undertakes, in writing, to leave employment after the maximum period of 5 years referred to in paragraph 1 for the number of hours equal to the reduction of working hours.

3. The employee will pay a contribution on the monthly salary in relation to the reduction of working hours referred to in paragraph 1 amounting to:

- 45% in the period between 10 and 5 years before the state pension age
- 25% in the period between 5 and 0 years before the state pension age

4. Contrary to the percentages referred to in paragraph 3, the employee in scales 1 up to and including 7 is subject to a contribution on the monthly salary amounting to:

- 35% in the period between 10 and 5 years before the state pension age
- 20% in the period between 5 and 0 years before the state pension age

5. During illness in the second year of illness the percentage of the employee's contribution will be reduced to zero.

6. A reduction in working hours as referred to in paragraphs 2 and 3 will not be considered as a reduction in working hours for the calculation of benefits and allowances pursuant to other decisions. All claims related to the monthly salary and the full-time equivalent will in that case be calculated on the basis of the monthly salary that the employee would have received if he had not made use of the scheme.

7. The employee who makes use of the Reduction of Working Hours for Older Staff scheme will not be entitled to the additional personal budget for sustainable employability under article M-1-e.

8. The employee who makes use of the Reduction of Working Hours for Older Staff scheme will not be permitted to generate new income from work or business during the number of hours by which the agreed annual assignment has been reduced.

##### Article M-2-b Hardship clause

In the event that the university of applied sciences will demonstrably be faced with insurmountable economic consequences as a result of the implementation of the agreements pursuant to article M-2, the trade unions are prepared to enter into consultations with the university of applied sciences to make additional agreements that take account of the specific circumstances and characteristics of the university in question. Both the individual university of applied sciences and the trade unions will raise the problem of this specific university of applied sciences in the national CA consultations.

#### Article M-2-c Regulations

In mutual consultation with the *PMR*, the employer will draw up regulations in which arrangements are laid down concerning the way in which the Reduction of Working Hours for Older Staff scheme will be implemented in practice.

#### Article M-2-d Transitional scheme

1. Article M-1 of the 2012-2013 CA for universities of applied sciences will remain in force until 1 August 2015. Article M-2 of the 2012-2013 CA for universities of applied sciences will be cancelled as from 1 January 2015. The employee who makes use of the article M-2 scheme on 1 January 2015 will continue to be entitled to the article M-2 scheme of the 2012-2013 CA for universities of applied sciences.

2. The additional personal budget for sustainable employability will not apply for the employee who makes use of the article M-2 scheme of the 2012-2013 CA for universities of applied sciences.

3. The employee who makes use of the article M-2 scheme of the 2012-2013 CA for universities of applied sciences may switch to the Reduction of Working Hours for Older Staff scheme, in which event entitlement to the article M-2 scheme plus the Reduction of Working Hours for Older Staff scheme will amount to 5 years.

4. The employee who has made use of the article M-2 scheme of the 2012-2013 CA for universities of applied sciences will not be entitled to the Reduction of Working Hours for Older Staff scheme.

5. In the event the employee makes use of the possibility to switch to the Reduction of Working Hours for Older Staff scheme referred to in paragraph 3, at a minimum the percentage will continue to apply that would apply if employment were to end upon expiry of the article M-2 scheme of the 2012-2013 CA for universities of applied sciences.

6. The employee must decide before 1 September 2015 whether he will switch to another scheme.

## Chapter N Performance and appraisal interviews

#### Article N-1 Systematic assessment of the employee's performance of duties

1. The employer will lay down regulations, following the trade unions' consent, with respect to performance interviews. The regulations will contain, among other things:

- the conditions set for the performance interviews;
- the rules pertaining to the procedure applicable to the performance interview.;
- the frequency of the performance interviews.

The regulations will be reported to the Inspectorate SZW (*Inspectie SZW*) as a CA agreement.

2. The objective of performance interviews is to remove any obstructions in the performance of the employee's duties and to motivate the employee. The subjects listed in Chapter O will be discussed in the performance interview. The performance interview will not affect the employee's legal status.

#### Article N-2 Assessment system

1. Any assessment system in the context of this CA must be transparent and comprehensible. The system will be available for inspection by every employee.

2. The university of applied sciences will provide the possibility for internal appeal. The existing internal appeal procedure may be used, provided the scrupulousness and the independence of the procedure are sufficiently guaranteed. The appeal procedure must in any case provide for the following situations:

- Upon his request, an employee who has not been assessed is entitled to be assessed as yet. In that case the next immediate supervisor is to arrange for the assessment to take place, in accordance with the applicable methodology, within 3 months;
- An employee who cannot agree with the form, the content or the outcome of the assessment may file an internal appeal against the assessment – possibly after the next immediate supervisor has reassessed him.

Filing an appeal does not effect the date on which the outcome of the assessment will be processed in a salary adjustment. It must be laid down that the employee will not suffer any negative consequences whatsoever due to the fact that he has filed an appeal. The way in which the appraisal interviews are prepared and conducted is part of the system.

3. On the basis of these criteria the employer will work out further details of an assessment system and will submit this to the local CA consultations for consent. The agreement about the assessment system will be reported to the Inspectorate SZW (*Inspectie SZW*) as a CA agreement.

## **Chapter O Professionalization**

### Article O-1 Professionalization at university level

1. The employer will prepare a professionalization plan (hereinafter: 'the plan') at university level.
2. The university must spend at least 6% of the aggregate annual income on professionalization annually. Half of this (3%) must be spent on a basic entitlement in terms of hours. The other half must be spent on out-of-pocket expenses.<sup>9</sup>
3. The plan will be submitted to the *PMR* for approval.
4. The plan will be submitted to the student body of the participation council for advice.
5. The aspects of the plan pertaining to employment terms and conditions and the relevant CA agreements will be discussed by the university of applied sciences in the local consultations with the trade unions.
6. The university will report in the annual social report about the manner in which the resources have been used and the extent to which these resources have been depleted.<sup>10</sup>

### Article O-2 Professionalization of the employee

1. The employee will make agreements regarding his professionalization activities with his superior. These agreements will be recorded in writing.
2. The agreements will concern, among other things, time, money, phasing and the effect on the employee's professionalization. The professionalization activities will in principle cover a period of 4 years and can be adjusted in the interim with the agreement of both parties.
3. If the employee and superior fail to reach agreement, the employee will be entitled to submit this to the next immediate superior for assessment.

### Article O-3 Basic entitlement

1. An employee appointed at 0.4 FTE or greater – whether a member of the teaching staff or teaching support staff – will have an annual basic entitlement of at least 40 hours for his professional development.
2. An employee appointed part-time at less than 0.4 FTE- whether a member of the teaching staff or teaching support staff – will at least have an annual basic entitlement based on the following graduated scale:  
from 0.1 FTE: 10 hours;  
from 0.2 FTE: 20 hours;  
from 0.3 FTE: 30 hours.
3. In the annual assignment, the employer must release the employee for this basic entitlement to hours.
4. The employee will determine how he wishes to make use of these hours for his professional development. He must account for the use of time, money, phasing and the effect on his professionalization in the usual cycle of meetings.

### Article O-4 Additional professionalization

1. In addition to the provisions of articles O-1 and O-3:
  - a. degree and/or study programmes that form part of the professionalization plan and any resulting professionalization plans of departments, degree and/or study programmes or teams will be facilitated for 75% of the official study load by the employer;
  - b. degree and/or study programmes that do not form part of the professionalization plan will be facilitated for 25% of the official study load by the employer<sup>11</sup>.
2. For both categories of degree and/or study programmes the condition applies that written agreements must be made between the employee and his superior.
3. The employer must also release the employee for these hours in the annual assignment.

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<sup>9</sup> Such as travel and subsistence expenses, tuition fees and the cost of materials

<sup>10</sup> In the context of this professionalization agreement, account may also be rendered in a separate document.

<sup>11</sup> As a rule, these are part-time degree and/or study programmes, in respect of which the guideline applies that sufficient time must remain for continuing to perform a substantial part of the primary task and that no more than 40% of the annual full-time equivalent is used for professionalization.

4. In consultation between the employee and his superior, the hours from the basic entitlement may be used for this additional professionalization.

5. The employer will fully facilitates the course basic qualifications Didactic Skills (*Didactische Bekwaamheid*) if the employee is prepared to invest his 40-hour basic entitlement in that course.

#### Article O-5 Training on the instructions of the employer

1. Professionalization activities on the instructions of the employer which are dictated by the operational process and which the employee can in principle not refuse will be fully reimbursed by the employer in terms of time and money.

2. These activities will be financed separately and will not be charged to the professionalization budget referred to in article O-1, paragraph 1, and the hours of articles O-3 and O-4.

#### Article O-6 Implementation period

1. Every university of applied sciences must have implemented Chapter O by 1 January 2014 at the latest.

#### Article O-7 Transitional scheme

1. If the employee and employer have made professionalization agreements that are more favourable for the employee than those of the new scheme, the more favourable agreements will remain applicable unaltered for the duration of those agreements.

2. If the agreements of the new scheme are more favourable for the employee, the employee will, from the entry into force of the new scheme, be entitled to additional agreements up to the level of the new scheme.

#### Article O-8 Hardship clause

In the event that the university of applied sciences will demonstrably be faced with insurmountable economic consequences as a result of the implementation of the agreements pursuant to this chapter, trade unions are prepared to enter into consultations with the university to make additional agreements that take account of the specific circumstances and characteristics of the university in question.

## **Chapter P Disciplinary measures/suspension**

#### Article P-1 Suspension

1. Suspension is understood to mean the temporary removal of an employee from his position, wholly or in part, which the employer has designated as such.

2. A suspension will be based on a decision to that effect by the employer and may become effective immediately.

3. During the period of suspension, the employee will only be allowed access to the university after having received the employer's permission.

4. The employer may suspend the employee in those cases in which the interests of the employer so require, for a maximum period of 3 months, with the proviso that this period may be extended once only by a maximum period of 3 months if the grounds for the suspension still apply.

5. The employer must immediately, yet no later than within 2 days of the decision to suspend him having been made, notify the employee of the suspension in writing, stating the grounds on which it is based.

#### Article P-2 Procedure

1. If the employer imposes or is considering a decision to suspend an employee, the employer must notify the employee of his decision or intention in writing, stating the grounds on which it is based and the procedure to be followed. If the circumstances are such that the suspension must become effective immediately, the employer must act in accordance with the provisions of the first sentence during the period of the suspension.

2. The employee will be given the opportunity to put up a defence. This defence must be put up within 3 weeks of the written notification referred to in paragraph 1. If the suspension becomes effective immediately, the defence must be put up in the same manner during the period of suspension.

3. The employer may prolong a decision to suspend the employee after the employee has put up a defence as referred to in paragraph 2 or after the employee has stated that he will not put up a defence. The decision must be made within 14 days of the defence and must be made known to the employee in writing and supported by reasons. The manner in which the employee may lodge an appeal against this decision must also be stated.

### Article P-3 Rehabilitation

Should it become apparent that the suspension was imposed wrongly, the employer will be responsible for the appropriate rehabilitation of the employee unless the employee makes it known that he does not require rehabilitation.

### Article P-4 Disciplinary measures

1. The employer may impose disciplinary measures in respect of an employee who fails to act or does not refrain from acting as a good employee should act or refrain from acting under similar circumstances.
2. The employer may impose the following disciplinary measures in respect of the employee:
  - a written reprimand;
  - b transfer;
  - c suspension;
  - d dismissal.
3. If the employer imposes or is considering a disciplinary measure, articles P-2 and P-3 will apply by analogy.

## Chapter Q Termination of employment

### Article Q-1 End of the employment contract

1. The employment contract will end when either party gives notice of termination, with due observance of article Q-2.
2. The employment contract will end without notice of termination being required:
  - a by mutual agreement;
  - b when the employee is entitled to an old age pension (*AOW-gerechtigd*), unless the employer and the employee should agree otherwise;
  - c by expiry of the term or by termination of the duties for which the contract was entered into; where an increase in the number of working hours as referred to in article D-6 or D-7 is concerned, the agreement on an additional number of working hours will end without notice of termination being required by the expiry of the term or by termination of the duties for which the increase in the working hours was agreed upon;
  - d if the employer imposes a disciplinary measure as referred to in article P-4, paragraph 2(d);
  - e by termination of employment for urgent causes as referred to in articles 7:678 and 7:679 CC;
  - f if the employment contract is terminated (*ontbinden*) by the judge of the cantonal section of the district court pursuant to article 7:685 CC;
  - g by termination with immediate effect and without any reasons being required during the probationary period as referred to in article 7:652 CC, if the employer or the employee should indicate so;
  - h in the event of the employee's death.
  - i the moment arrives when the employee who participates in the Older Employees Leaving Scheme under Appendix XIII or the article M-2 scheme for the Reduction of Working Hours for Older Staff has undertaken to leave employ for that part of his employment agreed upon under those schemes.

### Article Q-2 Notice of termination

1. As from 1 July 2015 the employer may only terminate employment by giving notice as referred to in article Q-1, paragraph 1 on the following grounds:
  - a job redundancy as a consequence of the termination of the enterprise's activities or of job redundancy deemed necessary over a future period of at least 26 weeks and arising from measures to be taken for effective business operations in the context of commercial circumstances;
  - b the employee's illness or disability as a result of which he is no longer able to perform the duties agreed on, provided the period referred to in article 7:670, paragraphs 1 and 11 CC has lapsed and recovery is not likely to take place within 26 weeks and the duties agreed on cannot be performed in any alternative way within this period;
  - c the employee's being unable, on a regular basis, to perform the duties agreed on as a result of the employee's illness or disability, which illness or disability will have unacceptable consequences for the business operations, provided the employee's being unable, on a regular basis, to perform the tasks agreed on is not caused by a lack of care, with respect to the employee's working conditions, on the employer's side, and recovery is not likely to take place within 26 weeks and the duties agreed on cannot be performed in any alternative way within this period;
  - d the employee's unsuitability to perform the duties agreed on, other than as a result of the employee's illness or disability, provided the employer has informed the employee of this in due time and has offered him sufficient opportunities to improve his performance and provided the unsuitability does not arise from insufficient care on the employer's for the employee's training or the employee's working conditions;

- e the employee's imputable acts or omissions, to such extent that the employer cannot be expected, in all reasonableness, to continue the employment agreement;
  - f the employee's refusal to perform the duties agreed on because of conscientious objections, provided the duties agreed on cannot be performed in any alternative way;
  - g impaired employment relations, to such extent that the employer cannot be expected, in all reasonableness, to continue the employment agreement;
  - h other circumstances than those referred to above under which circumstances the employer cannot be expected, in all reasonableness, to continue the employment agreement.
2. Until 1 July 2015 the following grounds for giving notice of termination apply:
- a discontinuation of the position, if it should appear after careful investigation, in all reasonableness, that the employee cannot be offered suitable alternative employment, thereby taking into consideration his personality and circumstances, or if the employee refuses to accept suitable alternative employment. If the discontinuation of the position takes place due to a reorganization, the provisions of Chapter R must be observed;
  - b unsuitability for the post, because the employee appears to be incompetent, to a serious degree, or unsuitable for his duties, where the unsuitability does not result from physical or psychological causes;
  - c serious cause;
  - d permanent incapacity for work of the employee for more than 35% as determined pursuant to the *ZAHBO* or the *WAO/WIA*;
  - e an employee who has taken special leave as referred to in article Q-5, paragraph 2 in conjunction with article V-7, paragraph 6 fails to return within the specified time without giving reasons.
3. The notice period for both the employer and the employee is 3 months and will be extended for the employer by one week for each full year for which the employee has been employed by the employer after the employee reached the age of 45, with a maximum of 13 weeks, unless the employer and the employee should agree otherwise, as the occasion arises, in mutual consultation.
4. Contrary to the provisions in paragraph 3, a notice period of 1 month will apply for notice of termination under paragraph 1c and the statutory notice periods for notice of termination under paragraph 1d, unless the employee is disabled or chronically ill, in which event the notice period referred to in paragraph 3 will apply.
5. Notice of termination should be served in writing.
6. The commencement date of the termination of employment as meant in this article is the first day of the calendar month, unless mutually agreed upon otherwise.

#### Article Q-3 Termination of salary payment

- 1. The employee will be entitled to income until the day the employment contracts ends, except for unpaid special leave and with due observance of the provisions of the *ZAHBO*.
- 2. The remaining holiday leave must be taken, as much as possible, in the period between the day that notice of termination is given and the day on which the employment contract ends. If the employee is still entitled to holiday leave on the day on which the employment ends, he can claim payment in money amounting to the sum of the income due over a period of time equal to the remaining holiday leave.

#### Article Q-4 Employment after having been declared partially unfit for work

- 1. Upon termination of an employment contract due to incapacity for work arising from physical or psychological causes as referred to in article Q-2, paragraph 1(d), the employee will be entitled to a consecutive employment contract for an indefinite period of time in an alternative position at the university of applied sciences in compliance with the provisions of the *ZAHBO*, unless the employer demonstrates that no such position is available and will not be available within a reasonable period of time. In this situation the employer will engage an internal or external expert who is specialized in the reintegration of employees who are partially fit for work.
- 2. The number of working hours in the position referred to in paragraph 1 is related to the employee's residual earning capacity as determined in a final statement of incapacity for work as referred to in the *ZAHBO*, the *WAO* or the *WIA* or in an irrevocable decision by the social security administration agency.
- 3. The right to a consecutive employment agreement referred to in paragraph 1 will lapse if the incapacity for work percentage has been set to 80% or more in the final statement or the irrevocable decision as referred to in paragraph 2.
- 4. If an employee is classified in a lower incapacity for work bracket after he has been re-examined in the context of the *WAO/WIA*, he will be offered an increase in the number of working hours, unless compelling interests of the service should dictate otherwise. Compelling interests of the service always exist where this increase in the number of working hours would lead to serious problems of a financial or organizational nature.

#### Article Q-5 Termination following long-term special leave

1. If an employee cannot resume his duties after a long-term special leave that was granted to him, as referred to in article J-14, as a result of the university of applied sciences' workforce having been reduced, this will constitute a ground for termination of the employment contract, provided a thorough investigation has been carried out with respect to a possible reassignment of duties.
2. The employment contract of an employee who does not resume his duties at the agreed time after a long-term special leave that was granted to him will be considered terminated for the application of this CA.
3. Paragraph 2 does not apply if the employee argues convincingly, within a reasonable period of time, that he had valid reasons not to resume his duties. In that case the leave will be deemed to have been extended until such time as these reasons cease to exist.

#### Article Q-6 Partial incapacity for work

The employment contract of an employee who is unfit for work for 35% or less cannot be terminated for reasons of this partial incapacity for work.

### Chapter R Reorganization

#### Article R-1 Notification of a reorganization

1. The employer must notify the *PMR* and the parties in the local CA consultations in writing of any intention to reorganize. An 'intention to reorganize' is understood to mean an intention to reorganize, put down in writing, in which the employer states the grounds, the consequences for the employees and the measures taken as a result.
2. A plan must be submitted with this intention to reorganize, in which the envisioned change in the organization is described and in which a general description is given of:
  - the need for the reorganization;
  - the consequences for the workforce numbers;
  - the expected consequences for the employees involved in the reorganization;
  - the planned measures based on these consequences and the grounds for these planned measures;
  - the procedure to be followed for preparing and implementing the reorganization.

#### Article R-2 Reorganization

1. A reorganization is understood to mean the following:
  - the termination of the activities of the university of applied sciences or a substantial part thereof for economic or other reasons;
  - a significant reduction or expansion of or other change in the activities of the university of applied sciences or a substantial part thereof;
  - a significant change in the organization of the university of applied sciences or a substantial part thereof;
  - a significant change in the allocation of powers, the concluding, amending or terminating of a long-term partnership with another university of applied sciences or the introduction of or change in a substantial technological facility, in so far as this has far-reaching consequences for a significant number of persons working in the university of applied sciences;
  - a change in the place where the university of applied sciences carries out its activities.
2. The local consultations between the CA parties will be aimed at reaching agreement about the manner in which the consequences of the reorganization, as regards the employment terms and conditions, will be dealt with. The employer will report these agreements to the Inspectorate SZW (*Inspectie SZW*) as CA agreements.
3. The consultations with the *PMR* about the intended decision will be based on the current regulations concerning the organization of the participation council and on existing agreements about the form and content.

#### Article R-3 Consultations

1. The notification of the reorganization as described in article R-1 forms the basis of the consultations in the local CA consultations. The employer must explain this notification of the reorganization.
2. Employees' organizations will be given the opportunity to express their views about the intended reorganization. In so far as these views relate to the nature of and grounds for the reorganization, the employer will take these views into consideration in the consultations to be held with the *PMR*.
3. The local CA consultations will focus on creating a redundancy plan to accompany the social consequences of the reorganization. The intended measures for dealing with the expected consequences for



the employees involved, as included in the plan submitted with the notification, form the basis for these consultations. In this context, 'social consequences' are understood to mean changes in the employment terms and conditions, the nature and content of the position and the place of work of the employee and changes in his legal position.

#### Article R-4 Redundancy plan

1. The contents of the redundancy plan will depend on the nature and content of the intended reorganization. If the intended reorganization is aimed at reducing the number of jobs significantly, the measures in the redundancy plan will in the first instance be aimed at preventing forced unemployment. The redundancy plan will include a package of agreements which may include the following:

- reassignment;
- temporary position;
- retraining, additional training, refresher courses;
- outplacement and other forms of external support to increase the employee's chances on the labour market;
- measures to remove impediments for natural turnover;
- the redundancy criteria if forced redundancy proves unavoidable;
- the period covered by the measures.

2. The local CA consultations will aim to complete the consultations regarding the redundancy plan to be implemented within three months of the notification of the reorganization. In joint consultation, the parties may submit a request to the local CA consultations for assistance or mediation. The employer will report the agreements in the redundancy plan to the Inspectorate SZW (*Inspectie SZW*) as CA agreements.

## Chapter S Objection and appeal

#### Article S-1 Definition and scope of the employee appeals committee

1. An 'employee appeals committee' is understood to mean a committee as referred to in article 4.7 of the *WHW*.

2. The provisions apply, with the proviso that the employer must always make decisions as referred to in article S-2, paragraph 1 known to the employee in writing, stating reasons and the period and body for appealing against a decision.

#### Article S-2 Lodging an appeal

1. Every employer maintaining a privately-run university of applied sciences must be associated with an appeals committee with which any of this employer's employees whose interests have been harmed directly may lodge an appeal against a decision made by or on behalf of the employer, entailing:

a a suspension;

b a disciplinary measure;

c the termination of continued employment;

d termination of the employment contract other than at the employee's request before he has reached state pension age;

e the direct or indirect withholding of promotion.

2. The appeal must be lodged with the chairman of the committee within six weeks of the day following the day on which the decision against which the appeal is lodged was sent to the employee.

#### Article S-3 Announcement to the employees

The employer will ensure that a notice stating the committee with which the employer is associated and the committee's address, as well as a copy of the committee's rules for appeals, are at all times available for inspection in a place in the university of applied sciences to which the employee has access.

#### Article S-4 Costs of the committee

The costs of the committee will be payable by the employers associated with it.

#### Article S-5 Binding decision

The committee's decision will have binding effect on both the employer and the employee.

#### Article S-6 Special leave in connection with legal proceedings

The employer must grant the employee short-term special leave without loss of income for complying with a request to be examined as a witness or an expert in legal proceedings, in so far as this is impossible in the employee's own time and it is impossible to change his working hours.

#### Article S-7 Time limits

1. If a time limit is set in this CA, the relevant provisions of the Dutch General Extension of Time Limits Act (*Algemene termijnenwet*) will apply.
2. If a party concerned proves to the satisfaction of the competent authority that he could not have been aware of the commencement of a time limit set in this CA during which a claim can be enforced and that his interests were consequently harmed, the time limit will be deemed to have commenced when the party concerned could, in the opinion of the competent authority, have reasonably become aware of the existence of his claims.

#### Article S-8 Interpretation committee

The parties to this CA have established a permanent committee whose task is to interpret this CA against the backdrop of the negotiations conducted and the parties' intentions that have become apparent during these negotiations. The committee is made up of four persons and is composed of two representatives of the negotiating party on the part of the employer and two representatives of the negotiating party on the part of the employees. Each of the parties to this CA is authorized to apply to this committee.

#### Article S-9 Right of complaint

An employee who is confronted with undesired behaviour of a sexual nature may turn to a counsellor and also lodge a complaint concerning harassment and aggression with a committee established by the employer for that purpose. 'Harassment' is also understood to mean harassment of a sexual nature.

### Chapter T Social security and Social benefits

#### Article T-1 Pension

The provisions set out in the Pension Regulations of Stichting Pensioenfonds ABP apply to the pension scheme of employees considered to be government employees within the meaning of the Dutch ABP Privatization Act (*Wet privatisering ABP*, Bulletin of Acts and Decrees 1995, no. 639).

#### Article T-2 Illness and incapacity for work

An employee or former employee, as referred to in article T1, who is prevented in full or in part from performing work on account of illness or incapacity for work, is subject to the provisions of:

- a. the *ZAHBO*;
- b. the *ZW*, if he complies with the provisions of the *ZW* and he became ill after 1 January 2001;
- c. the Pension Regulations of Stichting Pensioenfonds ABP.

#### Article T-3 Unemployment

1. If an employee or former employee as referred to in article T-1 is wholly or partially unemployed, he may claim benefits pursuant to the *WW* if he complies with the provisions of the *WW*, and also claim an enhanced benefit pursuant to the *BWRHBO* if he complies with the provisions of the *BWRHBO*.
2. Contrary to the provisions of paragraph 1, if an employee or former employee as referred to in article T-1 became wholly or partially unemployed before 1 January 2001, he may claim benefits pursuant to the *BWRHBO* if he complies with the provisions of the *BWRHBO*.
3. To prevent and limit unemployment, the employee will be entitled to a personal reintegration procedure if he meets the conditions laid down in this CA. These conditions and the details of the personal reintegration procedure are included in appendix XII of this CA.

#### Article T-4 Group health insurance

1. The Association of Universities of Applied Sciences will arrange a group health insurance policy. The employee may make use of this insurance, in which event a special higher professional education premium applies for the additional insurance. Any university of applied sciences that does not wish to make use of the group health insurance, undertakes to offer its employees a comparable package under comparable terms and conditions.
2. Irrespective of whether the employee participates in the group health insurance scheme, he will receive an annual gross amount of €300 proportionately to his full-time equivalent. This amount is pensionable.

#### Article T-5 Rights of surviving relatives in the event of the employee's death

1. In the event of the employee's death, the following persons will be eligible for a surviving dependants' benefit in the following order of priority:
  - a. the partner of the deceased, if they were not divorced or permanently separated;

b the underage children of the deceased;

c the adult children, parents, brothers or sisters for whom the deceased was the breadwinner.

2. 'Children' within the meaning of paragraph 1 of this article are also understood to mean any natural children and children for whom the deceased provided foster care. 'Foster care' is understood to mean the care to ensure a child is provided for and raised as if it were one's own child, irrespective of any obligation to do so or whether any payment is received for doing so.

3. The surviving dependants' benefit in the event of the employee's death is equal to the amount formed by multiplying the benefit base by three and will be paid out by the employer as soon as possible but in any case within one month of the employee's death.

4. The income already paid to the employee before his death for a period after his death will be deducted from the benefit.

Article T-6 Occupational health and safety catalogue for universities of applied sciences

The occupational health and safety catalogue for universities of applied sciences applies in the higher professional education sector. This catalogue can be found on [www.arbocatalogushbo.nl](http://www.arbocatalogushbo.nl)

Article T-7 Demotion

An employee who, on reaching the age of 55, accepts a less highly-paid position with the same employer or another employer associated with the *ABP* will, at his own request and with application of chapter 3 of the pension regulations of the *ABP*, retain the pensionable income he received in his former position. The pension contribution appropriate for the difference between the less highly-paid position and the former position will be divided between the employer and the employee. Any changes in the pension regulations, the contribution level and or division may result in this CA article being amended.

Article T-8 *WGA* contribution

The employer may recover part of the contribution component *WGA*-fixed under the Dutch Return to Work (Partially Disabled Persons) Regulations (*Regeling Werkhervatting Gedeeltelijk Arbeidsgeschikten, WGA*) from the employee. This recourse is subject to a maximum of 50% of the break-even contribution in the higher professional education sector. Under no circumstances will more be withheld than half the university's own contribution.

Article T-9 Life-course savings scheme for universities of applied sciences

The employee may participate in the life-course savings scheme for universities of applied sciences. The scheme can be found on the website of the Association of Universities of Applied Sciences ([www.vereniginghogescholen.nl](http://www.vereniginghogescholen.nl)).

Article T-10 Definition working week in the context of social security schemes

If and in so far as necessary, the working hours in the context of the implementation social security legislation are set at 36.86 hours per week.

## **Chapter U Sexual harassment and aggression**

Chapter U-1 Sexual harassment and aggression regulations

The employer will draw up regulations concerning sexual harassment and aggression, regarding which agreement must be reached with the *PMR*. These regulations will in any case contain the following:

- the purpose of the regulations and the policy regarding sexual harassment and aggression;
- the manner in which counsellors will be appointed, as well as the tasks and powers of these counsellors;
- the manner in which undesired behaviour can be made known to a counsellor;
- regulations for the handling of a submitted complaint regarding sexual harassment and aggression, including the manner in which decisions will be given, by a committee to be established by the employer for that purpose;
- the stipulation that the employer will decide on the measures to be taken, including disciplinary measures, based on the decision of the aforementioned complaints committee. In the event that circumstances arise which, in the opinion of the employer, do not permit any delay, the employer may take measures before the complaints committee has given a decision;
- the manner in which the privacy of those involved will be protected.

## **Chapter V Local consultations and facilities for participation**

## Article V-1 Consultations at local level

1. The employer will in any case hold consultations with the trade unions at local level about:

a. the consequences, as regards the employment terms and conditions, of drastic changes in the organization, including a reorganization as referred to in chapter R, and of a merger and division;  
b. the annual social report. The 'annual social report' is also understood to mean the part of the annual report dealing with employment relationships and developments within the labour organization. The following subjects and articles from the CA for universities of applied sciences must be taken into account in this respect:

- making the financial statements and budget available;
- reporting relevant developments in the areas of training and development;
- Article V-3, paragraph 2: the policy regarding flexible employment contracts;
- Article V-3, paragraph 4: the use of 'min-max' contracts;
- Article H-6: labour market allowance;
- Article I-6: public transport plan;
- spending the resources from the 'Convenant Leerkracht' (teacher covenant);
- professional space;
- professionalization plan;

c the employment policy in the broadest sense;

d the general outlines of the personnel policy, in so far as not contrary to the law.

This is understood to mean:

- recruitment, selection and appointment;
- appraisal/performance interviews;
- career policy;
- training;
- remuneration;
- dismissal;
- target group policy;
- the relationship between job differentiation, career policy and systemic personnel appraisal;

e additions and changes to the options menu;

f the consequences of changing the place of work through appointment at university level;

g the subjects referred to in article K:

- paid parental leave;
- childcare;
- older employees policy;
- IPAP (occupational disability pension top-up plan);
- target group policy;
- participation jobs (voluntary work while on benefits);
- additional agreements concerning the travelling expenses scheme for commuting;
- teleworking;

h whether and in which way the trade union makes use of the communication channels of the university of applied sciences. Starting point will always be that the provision of information is compatible with the university's privacy policy.

2. The developments regarding the professionalization plan will be discussed in the local consultations between CA parties, during which information will be provided about the manner in which the resources available for this have been used. An item for consideration in these developments is whether an individual employee can actually make use of, for instance, training facilities over an extended period of time, without there being an automatic entitlement.

The CA parties will place these developments on the agenda on a regular basis and evaluate them in the CA consultations. Based on the outcome of the evaluation, it will be determined in the CA consultations whether the monitoring agreement will be continued.

3. Every university of applied sciences will have a whistleblower programme.

4. In the local CA consultations parties may agree on an arrangement to earmark, under certain conditions, 30% of the CA salary payable to a foreign employee as a (tax-free) payment.

5. In the local CA consultations parties may agree on an arrangement on standby duties and/or on-call duties.

## Article V-2 Implementation of CA agreements in consultation with the participation council

Decisions of the employer preceded by consultations with the *PMR* in implementation of CA agreements will become effective after they have been made known in such a way that every employee ought, in all reasonableness, to have been able to take note of them.

#### Article V-3 Flexible workforce

1. The development of the workforce, in terms of quality and quantity, will be discussed annually in the local consultations of the CA parties.
2. The employer will endeavour to avoid, as much as possible, flexible employment contracts (including on-call contracts and similar agreements), which place the employee in an unfavourable position.
3. In order to prevent undesirable consequences of freelance contracts, the employer may make use of 'zero hours' contracts<sup>12</sup>.
4. The employer will render account for the use of 'min-max' contracts<sup>13</sup> in the annual social plan, stating the number of contracts and the range (difference between the minimum and maximum number of hours) of the contracts.

#### Article V-4 Facilities for participation councils

The employer will grant facilities in terms of time to any employee who is the chairman or member of a participation council or a joint participation council, faculty participation council or a central services or degree programme participation council, if the employee is employed by the employer, with due observance of what is set out in the table below. 'Large universities' are understood to be universities of applied sciences with more than 4000 students and 'small universities' are understood to be universities of applied sciences with fewer than 4000 students.

Participation council/joint participation council:

- chairman:

- large universities standard 0.2 of the standard full-time employment;
- small universities standard 0.1 of the standard full-time employment;

- member:

- large universities standard 0.1 of the standard full-time employment;
- small universities standard 0.05 of the standard full-time employment;

Faculty participation council:

- chairman:

- large universities standard 0.1 of the standard full-time employment;
- small universities standard 0.05 of the standard full-time employment;

- member:

- large universities standard 0.05 of the standard full-time employment;
- small universities standard 0.025 of the standard full-time employment;

Degree programme participation council: standard 0.025 of the standard full-time employment for every member, including the chairman.

Central services participation council: standard 0.025 of the standard full-time employment for every member, including the chairman. The number of hours of these facilities may be departed from.

#### Article V-5 Degree programme committee

The employer will grant a standard facility in terms of time, which is 0.025 of the standard full-time employment, to any employee who is the chairman or member of a degree programme committee. The number of hours of these facilities may be departed from.

#### Article V-6 Trade union facilities

In consultation with the trade unions, the employer will make facilities available for members' meetings of trade unions, such as conference rooms and use of electronic and regular notice boards.

#### Article V-7 Leave for consultation or advisory activities

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<sup>12</sup> A 'zero-hours contract' is an employment contract based on which the employee is available on call. It is characterized by the fact that the employer will not offer any guarantee whatsoever that the employee will be called.

<sup>13</sup> A 'min-max' contract is an employment contract based on which the employee is available on call. It is characterized by the fact that the employer guarantees a certain number of hours of work (a minimum of x and a maximum of y hours a month).

1. If there is reason to do so according to rules to be given by the Minister of Education, Culture and Science or the Minister of Economic Affairs, the employer will grant the employee, on request, short-term or long-term special leave from some or all of his activities for:

a carrying out activities relating to the legal status in or for the benefit of committees for organized consultations as referred to in Title IV of the Dutch Legal Status (Education Personnel) Decree (*Rechtspositiebesluit onderwijspersoneel*);

b carrying out activities for the benefit of a federation of civil servants' associations represented in the Central Civil Service Consultative Committee (*Centrale Commissie van Georganiseerd Overleg in Ambtenarenzaken*) or the Council for Public Sector Personnel Policy (*Raad voor Overheidspersoneelsbeleid*), or any association affiliated with such a federation of which he is a member;

c participating, at the invitation of a federation or association as referred to under b, as a student in a course for a period not exceeding five days a year, in so far as the employee is an executive member of the relevant federation or association, or for a period not exceeding six days every two years, in so far as the employee is a member of the relevant federation or association, if and in so far as it is not possible to change working hours.

2. If there is reason to do so according to rules to be given by the Minister of Education, Culture and Science or the Minister of Economic Affairs, the employer will grant the employee, on request, short-term or long-term special leave from some or all of his activities for carrying out activities for the benefit of committees to be designated by the Minister of Education, Culture and Science.

3. An employee who does not have a teaching position will be entitled to a maximum of 208 hours of special leave without loss of income if he is appointed by a federation or an association as referred to in paragraph 1(b) to engage in administrative and/or representative activities within this federation or association, unless the interests of the service should dictate otherwise. The maximum entitlement to special leave for the activities as referred to in paragraph 1(b) and (c) is 240 hours in total. If the employee as referred to in paragraph 1 is a member of the executive committee of a federation, the maximum entitlement to leave pursuant to paragraph 1 is 320 hours in total.

4a. Leave as referred to in paragraphs 1, 2 and 3 of this article will be granted without loss of income.

4b. With regard to the manner in which leave as referred to in paragraph 1(a) and (b) of this article is requested for a period commencing on 1 August and ending on 31 July of the following year, and the number of hours and other conditions for and the consequences of this leave, the employer will be indemnified in accordance with the provisions of the 'Agreement concerning trade union facilities for Higher Professional Education', included in appendix VI.

Before 1 August of every year, the CA parties will agree on the adjustment of the indemnification amount included in appendix VI.

4c. With regard to the manner in which leave as referred to in paragraph 2 of this article is to be requested, the maximum duration and the number of hours, as well as the other conditions for and the consequences of this leave and the manner in which the employer is to be indemnified, the regulations will be applied as laid down by the Minister of Education, Culture and Science.

5. Contrary to the provisions of paragraph 4 of this article, leave as referred to in paragraph 1, the main purpose of which is to enable the employee to perform the duties of an executive officer of a federation or an association referred to in paragraph 1(b), will be granted for a maximum of two years and without pay.

6. In the event that long-term special leave is granted pursuant to paragraph 1 or 2 of this article, the provisions of article Q-5 will apply by analogy with regard to the end of such leave.

## **Chapter W Transitional and final provisions**

### **Article W-1 Transitional provisions**

The employer guarantees the employees their individual rights arising from:

a Title V of the Dutch Legal Status (Education Personnel) Decree (*Rechtspositie Besluit Onderwijspersoneel*) (Bulletin of Acts and Decrees 1985, 110), as it read on 1 August 1993;

b the Social Policy Framework for the Increase in Scale, Allocation of Tasks and Concentration operation (*Sociaal BeleidsKader behorende bij de operatie gericht op Schaalvergroting, Taakverdeling en Concentratie*) (SBK-STC 1986-1990); or

c other written salary guarantees agreed on prior to the entry into force of the 1993-1995 CA for universities of applied sciences.

### **Article W-2 Transitory provision for job differentiation**

1. An employee employed by the employer on 31 July 1993 and on 1 August 1993 and who, due to the implementation of job differentiation for teaching positions, is appointed to a teaching position with a lower job grade than the position he held prior to this implementation will retain his entitlement to the

maximum of the highest grade associated with the position he was appointed to just before this implementation.

2. An employee who entered the employ of the employer on or after 1 August 1993 and who, due to the implementation of job differentiation for teaching positions, is appointed to a teaching position with a lower job grade than the position he held prior to this implementation will retain his entitlement to the salary associated with the line number of the grade he was assigned to just before this implementation.

Article W-3 Transitory provision for job classification and remuneration and appraisal

1 If, as a result of the application of the job evaluation system, a lower job grade applies, the employee will retain his prospects of the maximum salary of the job grade, as laid down in the employment agreement (guaranteed grade).

2 An employee who comes under the scope of paragraph 1 cannot advance within his job grade at a higher speed than in his former situation.

3 An employee will advance successively through his present job grade in accordance with the standard percentage for this grade and will be appraised based on his present job grade. When the lowest initial year of the guaranteed grade has been reached, the appraisal will remain in accordance with the job grade and the standard percentage for the guaranteed grade will apply.

## **Appendix I: List of Members of the Association of Universities of Applied Sciences**

Amsterdamse Hogeschool voor de Kunsten  
ArtEZ Hogeschool voor de kunsten  
Avans Hogeschool  
Christelijke Hogeschool Ede  
Codarts Rotterdam  
De Haagse Hogeschool  
Design Academy Eindhoven  
Driestar Hogeschool  
Fontys Hogescholen  
Gerrit Rietveld Academie  
Hanzehogeschool Groningen  
HAS Hogeschool  
Hogeschool Arnhem en Nijmegen  
Hogeschool de Kempel  
Hogeschool der Kunsten Den Haag  
Hogeschool van Amsterdam  
Hogeschool Inholland  
Hogeschool iPabo  
Hogeschool Leiden  
Hogeschool Rotterdam  
Hogeschool Utrecht  
Hogeschool Van Hall Larenstein  
Hogeschool Viaa  
Hogeschool voor de Kunsten Utrecht  
Hotelschool The Hague  
HZ University of Applied Sciences  
Iselinge Hogeschool  
Katholieke Pabo Zwolle  
Marnix Academie  
NHL Hogeschool  
NHTV internationaal hoger onderwijs Breda  
Saxion  
Stenden Hogeschool  
Thomas More Hogeschool  
Vilentum Hogeschool  
Windesheim  
Zuyd Hogeschool



## Appendix II: Employment contract format

The undersigned:

..... (name legal person)

as university board of

..... (name university/universities of applied sciences)

having it registered offices in ..... (place of domicile)

in this matter lawfully represented by

..... (first name and last name)

..... (position)

hereinafter to be referred to as 'the Employer'

and

..... (first name and last name)

living in ..... (place of domicile)

at ..... (address)

born in ..... (place of birth)

on ..... (date of birth)

hereinafter to be referred to as 'the Employee'

have agreed as follows:

The Employee is employed as from... (date of employment or date of most recent change in position) ... as  
(a) .....(one job title).

The employment contract is entered into for

- an indefinite period of time as referred to in article D-2 of the 2014-2016 Collective Agreement for universities of applied sciences, subject to a probationary period of two months\*
- a definite period of time with the prospect of an employment contract for an indefinite period of time as referred to in article D-3 of the 2014-2016 Collective Agreement for universities of applied sciences, which ends on ... (date)\*
- a definite period of time as referred to in article D-4 of the 2014-2016 Collective Agreement for universities of applied sciences, subject to a probationary period of one month in the case of an employment contract having a term of more than six months and less than two years and two months in the case of an employment contract having a term of more than two years\*
- a definite period of time in the position of lector/associate lector in salary scale 14, 15 or 16\*

(\* please delete if not applicable)

In so far as required, the parties will observe a notice period on the basis of article Q-2, paragraph 3 of the 2014-2016 Collective Agreement for universities of applied sciences.

The job grade pertaining to the position is .... The salary for a full-time equivalent amounts to .... (salary level ....).

The salary will be paid per calendar month, and will be raised in the month of May by a holiday allowance and in the month of December by a regular year-end bonus as referred to in article H-1 of the 2014-2016 Collective Agreement for universities of applied sciences. The allowance pursuant to article T-4, paragraph 2 will be paid on a monthly basis. In so far as applicable, the salary will be raised annually in the month of ....., with due observance of article H-1 of the 2014-2016 Collective Agreement for universities of applied sciences.

The working hours agreed on amount to ..... (fraction: 1.0 or 0.1) on an annual basis for standard full-time employment and the actual number of working hours of the employee amount to ... per week on the basis of a working pattern of 8 hours per day\*, in accordance with article J-2 of the 2014-2016 Collective Agreement for universities of applied sciences .

\* The regular working day is 8 hours, unless the Employer and the Employee agree otherwise.

The holiday entitlement of the Employee will be calculated with due observance of Chapter J of the 2014-2016 Collective Agreement for universities of applied sciences.

When terminating the employment, the Employer and the Employee will observe the relevant provisions laid down in the 2014-2016 Collective Agreement for universities of applied sciences.

The Employer will take out pension insurance for the Employee with the Foundation Pension Fund ABP.84 (*ABP- General Pension Fund for Public Employees, Algemeen Burgerlijk Pensioenfonds*) as laid down in the 2014-2016 Collective Agreement for universities of applied sciences.

Miscellaneous provisions:

(for example competition clause, obligation to move house or working days agreed upon).

This employment contract is governed by the 2014-2016 Collective Agreement for universities of applied sciences and its legal successors, including the additions to and the amendments of this Collective Agreement. This contract is also governed by the *BWRHBO*, the Netherlands Universities of Applied Sciences Enhanced Unemployment Scheme (*Bovenwettelijke werkloosheidsregeling hbo (BWRHBO)*) and the *ZAHBO*, the Illness and Invalidity Benefit Scheme for employees in the Higher Professional Education sector (*Ziekte en arbeidsongeschiktheidsregeling Hoger Beroepsonderwijs*). This contract replaces all previous contracts that were entered into between the Employer and the Employee.

The Employer will be held to actively inform the Employee on his options in the event the Employee leaves employment due to illness. When the Employee leaves employment, he will undertake:

- a) in the event of illness to inform the Employer immediately about this;
- b) to respond to a request by the Employer's occupational physician and/or the Employer's occupational consultant;
- c) to cooperate in the rehabilitation procedure or trial placement offered on behalf of the Employer;
- d) to apply for an (early) *IVA* benefit (Full Invalidity Benefit Regulations, *Regeling inkomensvoorziening volledig arbeidsongeschikten*) if and as soon as the occupational physician should think the Employee can apply for this.

The Employer is held to prevent that the Employee will be approached by both the *UWV* (Employee Insurance Agency, *Uitvoeringsinstituut Werknemersverzekeringen*) and the Employer's occupational physician and/or the Employer's occupational consultant.

Thus agreed upon and drafted and signed in duplicate

on .... 20..

in....

.....

Employer

.....

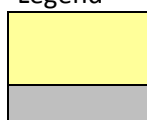
Employee

## Appendix III Job grades

Per 1 December 2014

Job grades				Initial salaries				
		1-Jan-11	0.40%					
grade	standa rd%	minimum	maximum					
1	2.7%	1525.10	1786.91					
2	3.1%	1539.41	1967.81					
3	3.0%	1572.71	2145.38				1526.11	
4	2.9%	1607.11	2259.68				1559.40	
5	3.0%	1668.16	2375.10				1619.34	
6	2.8%	1772.56	2472.84				1723.71	
7	2.6%	2013.37	2725.88				1961.22	
8	2.5%	2301.92	3082.10				2244.21	
9	3.4%	2520.34	3472.52				2349.43	2434.87
10	3.4%	2520.34	3815.44				2349.43	2434.87
11	2.8%	3240.59	4452.46				3058.58	3149.58
12	2.2%	3937.55	5063.97				3764.39	3850.96
13	2.2%	4510.17	5493.45				4311.53	4411.41
14	2.4%	4734.36	6035.03				4506.86	4621.15
15	2.5%	5134.99	6629.89	4749.90	4878.64	5006.27		
16	2.7%	5566.70	7285.76	5116.13	5265.95	5416.87		
17	2.8%	6035.03	8006.01	5527.87	5696.54	5866.35		
18	2.8%	6629.89	8798.41	6072.76	6258.10	6444.53		

### Legend



the initial salary that can be used in the relevant year for employees commencing employment on or after 1 January of that year  
 =  
 not applicable

In table:

#### Student assistant salaries

start date 01-12-2014

1761.23

1814.51

1942.14

In table:

#### Minimum holiday allowance per month

general pay increase 01-12-2014

2.00%

149.03

In table:



In table:

**Student assistant salaries**

start date	01-12-2015
	1778.84
	1832.66
	1961.56

In table:

**Minimum holiday allowance per month**

general pay increase	01-12-2015
	1.00%
	150.52

In table:

**Minimum holiday allowance per month**

	1.00%
	1806.24

The minimum and maximum salary amount for the above job grades have been laid down in article H-3 of the CA. The speed with which the employee can advance to the maximum of the job grade is determined based on the outcome of the annual performance appraisal. A standard percentage is laid down for each job grade. A positive appraisal will result in a salary increase by the standard percentage applicable to the relevant job grade. The standard percentage will be calculated based on the maximum of the grade.

With effect from 1 January 2009, the regular situation will apply with the following initial years:

- for job grades 1 to 2: no initial years
- for job grades 3 to 8: a maximum of 1 year
- for job grades 9 to 14: a maximum of 2 years
- for job grades 15 to 18: a maximum of 3 years.

## Appendix IV Trade union contribution scheme

### Article 1 Nature of the scheme

This scheme makes it possible to use components of the gross pay for the payment of the trade union contribution.

### Article 2 Trade union contribution

The total contribution for the relevant calendar year qualifies for the scheme.

### Article 3 Conditions for the tax-free payment of the trade union contribution

The scheme applies to any employee who is registered with a trade union that is represented in the SER (Social economic Council, *Sociaal Economische Raad*), or at the RMU (Orthodox Reformed Social Union, *Reformatoorsch Maatschappelijke Unie*) or at the CGMV (Christian Network Dutch Reformed Social Association, *Christennetwerk Gereformeerd Maatschappelijk Verbond*).

Explanatory note: these organizations are:

- AOb and ABVAKABO FNV
- CNV Onderwijs
- *UNIENFTO* FvOv/CMHF:

Koninklijke Vereniging van Leraren Lichamelijke Opvoeding (KVLO)

Koninklijke Nederlandse Toonkunstenaars Vereniging (KNTV)

Nederlandse Vereniging voor Logopedie en Foniatrie/O (NVLFO)

Vereniging Leraren Beeldende Vakken (VLBV)

Vereniging Leraren Schoolmuziek (VLS)

Nederlandse Vereniging voor Onderwijspersoneel (NVOP)

NVS-NVL, vereniging van schooldecanen en leerlingbegeleiders

Vereniging van Leraren in Levende Talen (VLLT)

Vereniging van Management-en Stafpersoneel in het Onderwijs (VMSO)

Nederlandse Vereniging voor het Onderwijs in de Natuurwetenschappen (NVON)

UNIENFTO/CMHF

An application may only be submitted to one employer for each contribution paid.

The employee will be responsible for the consequences of an incorrect statement.

### Article 4 Source

The following accrued entitlements may be used for the exchange:

- Year-end bonus.

### Article 5 Procedure

- The employee must inform the employer prior to 1 November of the year in question that he wishes to make use of this trade union contribution scheme.
- The employee should do so by submitting a completed application form and proof of payment to the employer. The application form is published on the website of the Association of Universities of Applied Sciences: [www.vereniginghogescholen.nl](http://www.vereniginghogescholen.nl)

## **Appendix V: National job classification objections regulations for higher professional education**

### Article 1 National job classification objections committee

1. There is a national job classification objections committee for employers and employees of the universities of applied sciences to which this CA applies.
  2. The committee's secretarial services will be provided by the Association of Universities of Applied Sciences, association of universities of applied sciences, located at Prinsessegracht 21 in The Hague.
  3. The details of the national objection procedure will be laid down in implementing regulations.
- The administrative and legal support in the handling of objections pursuant to these regulations will be provided by Stichting Geschillencommissie Onderwijs, Postbus 85191, 3508 AD Utrecht, physical address: 'Woudstede' building, Zwarte Woud 2, Utrecht.

### Article 2 Composition of the national job classification objections committee

1. The committee consists of a representative on behalf of the employers, a representative on behalf of the employees' organizations and an independent chairman, and their deputies.
2. One member and his deputy are appointed by the Association of Universities of Applied Sciences.
3. One member and his deputy are appointed by the employees' organizations that are party to this CA.
4. The chairman and his deputy are appointed by the Association of Universities of Applied Sciences based on a binding nomination by the CA parties.
5. Persons employed by the institutions affiliated with the Association of Universities of Applied Sciences may not be a member or deputy member or chairman or deputy chairman of the committee.
6. At the request of the committee, an expert in the current method of job classification may be added to the committee as an advisor.
7. Membership of the committee is incompatible with membership of an internal objections committee of an institution affiliated with the Association of Universities of Applied Sciences that is competent to hear any objections of employees against decisions concerning job classification.
8. Members will be discharged at their request. A member will be discharged with effect from the month following that in which he reaches the age of 70. Members will be discharged by the CA parties if they do not, or no longer, comply with the requirements of article 2(5) or (7) or if they are incapable of performing their duties on account of illness or disability or if they have been convicted of a crime without appeal. Before discharge is granted on the grounds stated in the previous sentence, the person to be discharged will be informed and will be granted the opportunity to be heard on the matter.

### Article 3 Reimbursement and expenses

1. The members of the committee will receive a financial allowance for their participation in the national job classification objections committee.
2. The members of the committee will be entitled to reimbursement of necessary travel and subsistence expenses.
3. The institution concerned will bear the costs related to the handling of objections incurred by the committee and its secretariat.

### Article 4 Reconsideration of intended decisions in the local objection procedure

1. Any employee who objects to an intended decision of the employer concerning job classification may request the employer to reconsider the intended decision.
2. The employer will draw up regulations for the submitting and handling of objections as referred to in paragraph 1.
3. The employer will reconsider the intended decision together with a local committee composed with equal representation.
4. The employer may request advice from an expert in the current method of job classification.
5. The employer will inform the employee of the outcome of the reconsideration in writing, stating reasons.

### Article 5 Submitting an objection

1. An employee may lodge a notice of objection with the national job classification objections committee against the decision concerning job classification as referred to in article 4(5).
2. The employee must submit his objection to the secretariat of the national job classification objections committee, as referred to in article 1(2), in writing and stating reasons, within at the most six weeks of the date of the decision referred to in article 4(5).

#### Article 6 Responsibilities of the national job classification objections committee

1. The administrative staff of the objections committee will confirm receipt of the objection in writing.
2. If the employee so requests, the committee will grant him the opportunity to explain his position orally.
3. The committee will assess the outcome of the reconsideration and advise the employer on the outcome in writing within at the most six weeks of receipt of the objection. This response time may be extended by a maximum of six weeks.
4. The committee may adjourn its decision for a maximum period of four weeks and the employee or his authorized representative must be informed of this in writing.
5. The employer must follow the committee's advice, unless the employer has serious cause to depart from this advice.
6. After receiving the advice, the employer will make a final decision and inform the employee of the final decision, in writing and stating reasons, within at the most two weeks of receipt of the committee's advice.

#### Article 7 Evaluation and feedback

1. Stichting Geschillencommissie will evaluate and provide regular feedback to the CA parties about such matters as the number of objections, the nature of the objections, the time limits, the advice and the decisions.
2. The universities of applied sciences will, on request, provide regular feedback to the Association of Universities of Applied Sciences about such matters as the number of times an intended decision was reconsidered, the internal decision periods, the advice and the decisions.

#### Article 8 Concluding provision

These regulations were amended and came into effect on 1 August 2007 and will be included in the CA for universities of applied sciences. The regulations will remain in effect, unaltered, until they are replaced or amended by the CA parties.



## **Appendix VI Agreement concerning trade union facilities for higher professional education**

### **Article 1**

1. An employee of a university of applied sciences who is a member of a trade union affiliated with one of the federations may carry out union activities.
2. The employer will grant the employee concerned special leave, for the whole academic year during the long term of this CA, to carry out union activities, after agreement has been reached about the number of hours and dates of the leave.
3. This special leave must be requested by the employee concerned in writing and, after agreement has been reached between the employer and the employee, laid down in an agreement. This agreement will specify the part of the standard full-time employment on an annual basis used for the special leave to be granted to the employee concerned for union activities.
4. The annual payment will be equivalent to the product of the part of the standard full-time employment used for the special leave and the salary associated with the maximum of grade 11. The agreement will specify the manner in which the university board can collect the payment that has been determined.
5. In cases not provided for, the Organized Consultations Regulations (*Regeling Georganiseerd Overleg*) and the 2005 trade union facilities (Ministry of Education, Culture and Science reference AP/A&A 2004/46828) and the amendments thereto will apply by analogy.

### **Article 2**

1. The employees' organizations will receive financial resources annually to support their participation in the CA consultations, subject to the following conditions:
  - a. The resources currently provided by the Ministry of Education, Culture and Science for employees' organizations (€889,000 a year, applicable in 2004) will remain available for the employees' organizations after they have been added to the lump sum for the institutions and will be allocated through Stichting Financiering Structureel Vakbondsverlof Onderwijs (SFSVO);
  - b. The amount to be decentralized will be divided by the number of employees of the universities of applied sciences on 1 January 2005 and this amount will be included in the CA as the basis for the annual contribution for each employee;
  - c. The amount will be indexed annually on 1 January based on the methodology used for that year's national budget.
2. No later than six months after the end of the calendar year, the foundation (SFSVO) will publish an annual report for that calendar year, in which it will render account for the resources received by the foundation and how they were allocated among the unions.
3. The foundation will make a copy of the annual report available to the Association of Universities of Applied Sciences and the trade unions.
4. The SFSVO will submit an audit opinion to the universities of applied sciences annually.

### **Article 3**

No later than 6 months after the end of the calendar year, the foundation will publish an annual report for that calendar year, in which it will render account for the resources received by the foundation and how they were allocated among the unions. This account must show that the resources were used in accordance with the specified purpose.

### **Article 4**

The SFSVO will make a copy of the annual report available to the Association of Universities of Applied Sciences and the trade unions and will submit an audit opinion to the universities of applied sciences annually.

## Appendix VII Consultations protocol agreement

### AGREEMENT ON THE REGULATIONS GOVERNING CONSULTATIONS ABOUT EMPLOYMENT TERMS AND CONDITIONS AT INSTITUTION LEVEL

the Association of Universities of Applied Sciences, with its registered office in The Hague,

represented in this matter in accordance with its articles or pursuant to a written power of attorney by  
drs. A. van der Hek, chairman and drs. A.B. de Graaf, secretary,

hereinafter referred to as 'the Association of Universities of Applied Sciences', as the party of the first part,  
and

Algemene Centrales van Overheidspersoneel (ACOP), with its registered office in Zoetermeer,

represented in this matter in accordance with its articles or pursuant to a written power of attorney by

A.A. Rolvink and P. Wiechman,

Christelijke Centrale van Overheids- en Onderwijspersoneel (CCOOP), with its registered office in The Hague,

represented in this matter in accordance with its articles and pursuant to a written power of attorney by

L.H. Schlaman,

Federation of Middle and Senior Management in Government, Education, Companies and Institutions (*Centrale van Middelbare en Hogere Functionarissen bij Overheid, Onderwijs, Bedrijven en Instellingen, CMHF*), with its registered office in The Hague,

represented in this matter in accordance with its articles and pursuant to a written power of attorney by  
drs. J.H. de Lange and A.L.J. Janssen, LL.M.,

hereinafter referred to as 'the federations', as the party of the second part, hereby declare that, in order to comply with the obligation as laid down in article 4.5, paragraph 4 of the *WHW*, to agree in writing on the manner in which consultations will be held by or on behalf of the university board with the qualifying trade unions of public sector personnel and teaching staff about the regulations of general importance to the specific legal status of the personnel of the relevant institutions, they have agreed as follows:

#### 1. Parties to the consultations

The consultations will be held between one or more employers and the qualifying trade unions of public sector personnel and teaching staff, as referred to in article 4.5 of the *WHW*. The specific details will depend on such matters as the developments in the consultations at macro level (in particular internal affairs and education and science) and meso level (in particular CA consultations).

#### 2. Nature of the consultations

The consultations are based on the reaching of agreement between the parties.

#### 3. Substance of the consultations

The consultations will deal with matters of general importance to the specific legal status of the personnel, as referred to in article 4.5 of the *WHW*. These matters will include those subjects relating to employment law about which consultations must be held in the private sector. Examples are the Dutch Civil Code (*Burgerlijk Wetboek*), the Dutch Extraordinary Labour Relations Decree (*Buitengewoon Besluit Arbeidsverhoudingen*) and guidelines for the implementation thereof, the Dutch Equal Treatment Act (*Wet gelijke behandeling*), the Dutch Collective Employment Conditions Act (*Wet op de collectieve arbeidsvoorwaarden*), the Dutch Collective Redundancy (Notification) Act (*Wet melding collectief ontslag*)

or the SER Resolution concerning the Merger Code. If an act as referred to above does not apply to the higher professional education sector, the parties must act as much as possible in accordance with the act.

#### 4. Disputes

In the event of disputes about the participation in, the nature, substance or organization of the consultations, the governmental decree as provided for in the last sentence of article 4.5, paragraph 5 of the *WHW* will apply.

#### 5. Binding force

This agreement has binding force on the federations, the Association of Universities of Applied Sciences and their present and future members.

#### 6. Application

As long as the consultations about employment terms and conditions, as referred to in this agreement, are regulated in a CA applicable to the institution, the regulations in that CA will replace these regulations.

7. This agreement is valid for an indefinite period of time and may only be amended with the consent of all the parties to this agreement.

Agreed in Utrecht on 21 March 1997.

## Appendix VIII Job classification protocol II

Agreements between the parties to the 2000-2002 CA for universities of applied sciences about the introduction of job classification in the higher professional education sector.

Whereas:

- the conditions which a system of job classification for universities of applied sciences that is to be chosen must meet are included in the job classification protocol (appendix XII of the 2000-2002 CA for universities of applied sciences);
- it has been established based on further investigations that both the FUWA-HBO, the Fuwasys system of job evaluation, and the Hay method meet these conditions;
- when two systems are applied within the sector, the job evaluation based on one of the two systems will not result in differences in the classification results;
- after consulting the trade unions, the university of applied sciences will choose one of the two job evaluation systems, i.e. the Hay method or the FUWA-HBO;
- a significant amount of work concerning job classification has already been carried out in recent years within the universities of applied sciences, which can be involved in the upcoming process in which the concrete details of the evaluation system are worked out;
- every university of applied sciences has determined its own pace of development and preparatory work in this respect;
- following on from this the introduction of job classification within the sector will be highly decentralized at university level;

the parties to the 2000-2002 CA for universities of applied sciences have laid down the following with regard to:

- creating the conversion file;
- making the conversion file available to the universities of applied sciences;
- the implementation within the universities of applied sciences;
- the objection procedure;
- the support of universities of applied sciences;
- implementation rules for the payment of salaries (including the salary guarantee);
- decentralization.

### 1. Creating the conversion file

A condition for the application of two systems within the sector is that job evaluation within one system will not result in differences in remuneration compared to the other system. To this end, one file of reference jobs, the conversion file, will be prepared in close collaboration with and between both system holders (Hay method and FUWA-HBO). The 'conversion file' is understood to mean a file containing job descriptions in a descriptive set-up which makes it possible to classify jobs based on the Hay method as well as the FUWA-HBO system.

One of the first steps is to identify and list the job titles and the material required to describe the jobs. The resulting job profiles will be tested for recognizability and practicability. Representatives from the universities of applied sciences will be involved in this test. The reference jobs from the conversion file may be used by the institution as examples for decentral application and as a guideline for decentral classification decisions regarding personal job situations. The manner in which reference jobs are described and drawn up will provide institutions with support when applying one of the two systems.

The finished job descriptions will subsequently be evaluated by both system holders separately. The results will be compared and a proposal made for the ranking order. This proposal will be discussed by the CA parties and ultimately adopted. Any changes or additions to the conversion file ensuing from future maintenance of the file will also be adopted by the CA parties. The CA consultations will monitor the progress of the creation and maintenance of the conversion file. The parties will be advised by a Technical Advisory Committee composed with equal representation. The parties to the CA for universities of applied sciences hold the intellectual property rights to the conversion file and any changes made to it.

### 2. Making the conversion file available to the universities of applied sciences

The Association of Universities of Applied Sciences is the formal owner of the conversion file and is thus responsible for its use in accordance with the agreements made between the parties and for maintaining the file. After the descriptions and the results of the ranking order of the jobs have been adopted by the CA

parties, the material will be made suitable for use within the universities of applied sciences. This implies, among other things, making the material accessible digitally and in the form of a job manual and user manual. Parallel to this, the representatives in the local CA consultations will be informed of the set-up and possibilities of the conversion file. The manner in which this will be done will be discussed and adopted in the consultations between the CA parties.

The conversion file will become available to the CA parties in the autumn of 2002. Immediately after it has been adopted by the CA parties, the conversion file will be presented to the universities of applied sciences.

### 3. The implementation of job classification within the universities of applied sciences

An action plan will be drawn up by each university of applied sciences to support the implementation. In deciding on the concrete details of the action plan, the results of earlier activities and preparations concerning job evaluation and the specific development of the personnel policy within the university can be taken into account. The drawing up of the action plan will be the starting point for the university of the introduction process of a new job classification system. The action plan must in any case devote attention to the following:

- the choice of job evaluation system: the Hay method or the FUWA-HBO system. The university of applied sciences must have made its choice by 1 January 2003 at the latest;
- the manner in which activities already developed by a university of applied sciences with regard to job classification will be involved in the implementation (for example the use of the previously described and classified jobs after testing them against the results of the conversion file);
- the manner in which the job description applicable to the employee will be determined and assigned. The action plan must specify how and in what manner the job description will be created and adopted;
- who, within the institution, is authorized on behalf of the employer to manage the system of job classification and to make a classification proposal based on the system. The employer must guarantee the proper application of the system and must therefore ensure that managers and classifiers receive proper education and training;
- the possibility of lodging an appeal within the agreements made by the CA parties;
- the manner of introduction: in phases or as a whole. If an introduction in phases is opted for, the introduction dates must be specified that are linked to the different job categories and/or job families within the institution;
- the entire process of job classification, including the application of the new job category and salary scale, must be completed within the university within a maximum of 4 years. These 4 years commence on the date on which job classification protocol II is signed by the parties. The maximum duration of the job classification process will be extended within the universities if the CA parties have not adopted the conversion file before 1 January 2003;
- the action plan must devote explicit attention to the manner in which the introduction of the evaluation system and the resulting job ranking order is communicated within the university to the different personnel sections;
- the employer must inform the trade unions at local level on a regular basis about the progress of the job classification process within the university;
- the action plan will be adopted by the university after consultation with the employees' organizations at local level.

The action plans of the individual universities of applied sciences will be tested for reasonableness by the CA parties against the above points requiring attention.

### 4. The objection procedure

Agreements will be made by the CA parties about the objection and appeal procedure. A framework for these agreements is:

The objection and appeal procedure will be divided into two phases. In the first instance, an objection against the individual consequences of the introduction of job classification must be submitted to the relevant university of applied sciences. With regard to situations in which the dispute remains after such an internal procedure has been followed, a procedure applies in which decisions regarding objections will be made by or on behalf of the CA parties. This national objection procedure follows on from the internal procedure and is only accessible if the internal procedure has been followed through and completed within the institution.

The details regarding the secretariat for the national objection procedure will be the responsibility of the CA consultations.

5. Support of the universities of applied sciences during implementation

In preparation of the choice to be made at decentral level between one of the two job evaluation systems and to support the implementation of the job classification process, a number of activities will be undertaken.

These activities will be prepared by the Association of Universities of Applied Sciences in consultation with both system holders. In working out the details of the objection procedure, the standards used by the system holders for drawing up job descriptions will be taken into account. The CA consultations will be informed on a regular basis about the progress made in supporting the universities of applied sciences during the implementation of the job classification process.

6. Implementation rules for the payment of salaries

The parties agree that the specific details of a system of transitional arrangements forming part of the introduction of job evaluation will be worked out in a subsequent CA. In anticipation of this, it is laid down that if, as a result of the application of the job evaluation system, a lower salary scale applies, the employee will retain his prospects of the maximum salary of the salary scale, as laid down in the employment agreement.

7. Decentralization

It has been agreed between the parties to decentralize the system of job classification within the universities of applied sciences. The parties at central level will be responsible for the central parameters and will lay down, in the CA, the preconditions that apply to the introduction and application of job classification. The parties also agree that the action plans will be tested for reasonableness.

Thus agreed and drawn up in The Hague on 21 December 2001.

## Appendix IX Job classification matrix for higher professional education

Management process	Primary process	Operational process	Maximum scale
			Scale 18
			Scale 17
1.01 Chairman of faculty management	2.01 Lector knowledge network		Scale 16
1.02 Faculty director	2.02 Lector knowledge network		Scale 15
1.03 Director of studies 1.05 Member of faculty management 1.06 Head of central HRM dept 1.07 Head of Finance/Controller	2.03 Lecturer (lector old style)		Scale 14
1.04 Director of studies 1.08 Head of ICT dept	2.04 Lecturer 2.12 Head of degree/study programmes		Scale 13
1.09 Head of Marketing and Communications dept	2.05 Lecturer 2.13 Senior policy officer		Scale 12
	2.06 Lecturer 2.14 Policy officer 2.15 Project leader	3.11 System developer 3.14 Executive secretary	Scale 11
	2.07 Instructor 2.18 Dean	3.07 Personnel adviser 3.09 Financial staff 3.13 Communications staff	Scale 10
	2.08 Instructor 2.16 Multimedia librarian 2.19 Student counsellor	3.01 Facilities manager	Scale 9
	2.09 Instructor 2.20 Work placement adviser 2.21 Timetable planner	3.12 Network and systems manager	Scale 8
	2.10 Teaching assistant 2.17 Multimedia librarian	3.15 Management assistant	Scale 7
	2.11 Teaching assistant	3.08 Personnel and salary staff 3.10 Accounting staff	Scale 6
		3.02 Facilities staff 3.16 Student administration staff 3.17 Administrative staff	Scale 5
		3.04 Caretaker 3.05 Maintenance staff 3.18 Administrative support staff	Scale 4
		3.06 Telephone operator/receptionist	Scale 3
		3.03 Facilities support staff	Scale 2
			Scale 1

'The above job matrix corresponds to the conversion file for universities of applied sciences. This file contains about fifty job profiles which provide a cross-section of the jobs in the universities of applied sciences. The job titles within the institutions will not always be the same as those stated in the job matrix. This also applies to the content of the job profiles described in the conversion file for universities of applied sciences'.

## **Appendix X Health policy**

### *Health policy: Prevention and reintegration*

The universities of applied sciences will make further agreements about the structure of the health policy. The following basic assumptions will apply in this respect:

The participation council/employees' council must be involved in working out the specific details of the health policy.

#### Prevention

A proactive health policy within the institution starts with an active prevention policy. The general objectives of a health policy are to increase the deployment and employability of employees, to prevent underutilization of the organization and to counter the loss of employees and undesirable turnover. The prevention policy will focus on promoting the health and employability of the employees by continually improving the working conditions.

#### Absence policy

The objective of the absence policy is to realize the earliest possible recovery of the employee and thus prevent loss for the employee and the employer.

#### Intervention

Intervention should not only be aimed at eliminating health problems but also at dealing with and combating the causes of the absence, in so far as the employer has any influence in this respect.

#### Reintegration

Reintegration is aimed at full or partial resumption of work in the employee's original position or in another position or with another employer.

#### Division of responsibility

An element of the agreements to be made in the local consultations is a clear division of responsibility. Clear agreements must be made about monitoring the implementation of the policy.

The powers, rights and obligations of the parties (the employer, local consultations, *PMR*, participation council, employees' council) must be laid down clearly.

#### Budget

In structuring the health policy, the resources must also be involved which have been added to the university health budget in connection with the insurance for work-related care.

## **Appendix XI Elaboration of the personal reintegration procedure**

The purpose of using the personal reintegration procedure is to prevent inactivity and the resulting reliance on a benefit under the *BWRHBO*. A personal procedure will be determined in consultation between the employer and the employee for an employee faced with imminent redundancy, the costs of which will be borne by the employer. The reintegration procedure agreed on should maximize the employee's chances of remaining employed, if possible internally but if necessary externally.

As soon as the loss of an employee's job becomes known, the entitlement to a personal reintegration procedure will arise, subject to certain conditions. This entitlement does not apply in the case of a reorganization in accordance with chapter R of the CA for universities of applied sciences. Chapter R, article R-4 specifies that a redundancy plan must be drawn up in the event of a reorganization. Pursuant to this plan, a package of agreements must be made that also concern the prevention of reliance on benefits.

The entitlement to this procedure applies to employees with an employment contract with the university of applied sciences for a period of more than two years of whom it has been established that, on termination of



their employment contract, they will be entitled to unemployment benefit and a supplementary amount over and above the statutory minimum. This means that the weeks and years requirement laid down in the *WW* must be met.

The following maximum amounts apply to a personal reintegration procedure to be agreed on between the employer and the employee:

- employees under the age of 40: €8,000
- employees aged between 40 and 49: 10,000
- employees aged 50 and older: €12,000

The employer and the employee will discuss the structure of a personal reintegration procedure.

The above amounts are maximums for the funding of reintegration activities.

The employee will remain obliged to do his utmost, as laid down by law, to find paid employment as soon as possible and must carry out activities to this end which may be paid for within the amounts specified above. The above amounts are maximum amounts. No entitlements will remain after the agreed reintegration objectives have been achieved. As long as the expenditure in connection with the reintegration procedure has not yet reached the specified maximum and the agreed objectives of the procedure have not yet been achieved, the employee will remain entitled to funding for activities aimed at reintegration.

Options for using the funds are:

- contribution towards the costs of starting a business
- outplacement support
- career counselling
- training or courses to increase the employee's chances on the labour market.

The options for using the funds listed above are provided for information purposes and the list is certainly not exhaustive. Any other expenditure for the personal reintegration procedure must be similar to the options listed. The employee may submit his own proposals in this respect, provided they fit into the agreed reintegration procedure. The employer may give the employee advice about the available instruments for reintegration.

‘The available resources for a personal reintegration procedure include the funds that are available from the reintegration contract entered into by Zestor with Loyalis on behalf of the universities of applied sciences. This contract is a consequence of the own-risk bearer status under the *WW*. Based on this contract, an employee faced with imminent redundancy may use the instruments for reintegration offered by Margolin. This does mean that the maximum amounts that apply to a personal reintegration procedure to be agreed on between the employer and the employee will be integrated with the resources made available by Zestor for reintegration. The amount available for reintegration can then be used as effectively as possible to help the employee who has been made redundant or who is faced with imminent redundancy to find a new job.’

## **Appendix XII Additional collective agreements concerning job classification and appraisal and remuneration**

*A. Job classification protocol II, signed by the parties on 21 December 2001, states that the entire process of job classification, including the application of the new job category and salary scale, must be completed within the university within a maximum of 4 years. These 4 years will commence on the date on which job classification protocol II is signed by the parties. This agreement means that the job classification process within the university must be completed on 21 December 2005. Job classification protocol II forms an integral part of the CA for universities of applied sciences. (Appendix IX of the 2005 CA for applied sciences).*

*In connection with the transition, the parties have made additional agreements in their consultations on 26 October 2005 with regard to the universities where the introduction of the job evaluation process has not been completed on 21 December 2005.*

*These additional agreements were also necessary on account of a decision of the Commissie Geschillen Medezeggenschap (employee participation disputes committee) given on 29 September 2005 (no. 102930). The decision of the committee concerns an issue about the right of consent that the central participation council has based on article 10.24(1) of the WHW in decisions about the action plan and the job classification system.*

*The following agreements are an addition to the 2005 CA for universities of applied sciences, under chapter H (salaries and allowances) and appendix IX of Job classification protocol II.*

*Additional temporary transitional agreements:*

1. An employee who, as a result of the introduction of the new job evaluation system, is classified in a higher job grade will be entitled to this job grade with retroactive effect until 21 December 2005.

2. Universities of applied sciences that have not yet completed the job classification process on 21 December 2005 will set a new date after consulting the employees' organizations at local level. The job classification process, including the application of the new job category and salary scale, must have been completed on this date. The new date must be before 31 March 2006 at the latest.

3. Universities of applied sciences where the specific details of the action plan, including the job classification system, has not yet been completed must, pursuant to article 10.24(1) of the WHW and decision no. 102930 of the employee participation disputes committee, submit the steps from the action plan that are yet to be taken for approval to the local trade unions and the central participation council. The request for approval will be discussed in tripartite consultations between the university's board, the employee representatives from the local consultations and the central participation council. The national CA parties assume that both the local trade unions and the central participation council will cooperate expeditiously in responding to a request for approval. In any case, every effort should be made to prevent the introduction of the job evaluation system from experiencing any further delays. The parties concerned bear considerable responsibility in this respect.

4. As soon as a new completion date has been determined for the university in the tripartite consultations, the CA parties must be informed immediately.

5. If the discussion of the action plan, including the job classification system, does not go according to the wishes of the employer or the local trade unions, one of the parties must report this to the local CA consultations. The local CA consultations will then take the initiative to provide the parties involved with advice regarding the progress and completion of the job evaluation process.

*B. With the introduction of job classification, an important link has been made to the agreements made concerning the new remuneration structure. However, the conditions for the introduction of the new structure are a completed job classification process and an operational appraisal system. It has been agreed that the new remuneration structure will be introduced on 1 January 2006. This agreement was made on 20 November 2003 and is laid down in the CA for universities of applied sciences. The introduction of the new remuneration system requires an operational appraisal system within the institution that meets the criteria of article N-2 of the CA. With regard to the universities of applied sciences that are not yet able to apply an operational appraisal system on 1 January 2006, the parties have made the following temporary additional agreements:*

1. Universities of applied sciences that, within the context of article H-3(1), do not yet have an operational appraisal system will be bound by the provision set out in article H-3(2), first indent: 'a salary increase, within the salary scale, by the standard percentage applicable in the appropriate job grade'.

2. An employee who is of the opinion that he performs his duties excellently may submit a reasoned request to be considered eligible for twice the standard percentage. This request must be submitted to his superior. If the request is rejected, the superior must state the reasons for this within 10 working days.

*Thus agreed on 26 October 2005*

## Appendix XIII Chapter M Reduced working hours for older employees CA 2013-2013

Article M-1 will apply until 1 August 2015.

Article M-2 will apply until 1 January 2015. The scheme will remain in force for the employee who makes use of the M-2 scheme of the 2012-2013 CA for the Universities of Applied Sciences on 1 January 2015.

### Article M-1 Working hours of older employees

1. An employee aged 50 or older may be instructed to work evenings, subject to a maximum of two part-days a week and 40 part-days a year, on account of new evening work due to the employer's activities expanding or changing. This maximum may be derogated from if the employee agrees.
2. If an employee aged 50 or older already works for 40 part-days or more this cannot be expanded, unless the employee agrees to this.
3. The employer will, following a written request to that effect, reduce the employee's daily working hours from the month in which the employee reaches the age of:
  - 50 to 59, by 30 minutes in the case of a working day of 8 hours or more;
  - 60 or older, by 60 minutes in the case of a working day of 8 hours or more;provided that the employee does not start performing any new paid ancillary activities. Activities at another university of applied sciences will not be regarded as new paid ancillary activities in so far as the number of hours of standard full-time employment is not exceeded.

### Article M-2 Older Employees Leave Scheme (SOP)

#### Article M-2-a Entitlement to reduced working hours for older staff

1. Unless this is contrary to the interests of the organization, the working hours of an employee who has submitted a request to that effect after 27 March 2003 will be reduced, without this affecting the full-time equivalent, in accordance with one of the following options:
  - a. if he is aged 55 or older: a reduction in working hours by 10% of the agreed annual assignment;
  - b. if he is aged 57 or older: a reduction in working hours by 20% of the agreed annual assignment.
2. One of these two options may be chosen once only. The employee will determine, in consultation with the employer, the commencement date of the option applicable to him under the scheme. The maximum term in which the scheme for older employees (SOP) will apply is a period of 7 years for a 10% reduction in working hours and a period of 5 years for a 20% reduction in working hours.
3. Employees who made use of the scheme for older employees (SOP) before 1 May 2003 in accordance with the provisions applicable in 2002 may, unless this is contrary to the interests of the organization, choose once only to change from a 12.5% reduction in working hours to a 20% reduction in working hours after reaching the age of 57, subject to a contribution payable by the employee of 9%. In order to prevent any organizational problems, the employee must make this choice known to the employer no later than 3 calendar months before he reaches the age of 57. The employer will inform the employees concerned about this option in good time.

#### Article M-2-b Termination of the employment on termination of Older Employees Leave Scheme (SOP)

1. The employee undertakes in writing to terminate his employment on expiry of the period of his participation in the scheme for older employees (SOP) as referred to in article M-2-a, paragraph 2, for at least the number of hours equal to the reduction in working hours of the previous scheme for older employees.
2. An employee who already makes use of the scheme for older employees (SOP) and who complies with the conditions laid down in the *FPU* transitional scheme may extend the participation period in the scheme for older employees (SOP) by two or three months in order to make immediate use of the *FPU* scheme.

#### Article M-2-c Part-time employees

In the case of a part-time employee, the working hours will, on application of article M-2-a, be reduced in proportion to full-time employment, with partial hours being rounded up to whole hours.

#### Article M-2-d Consequences of a reduction in working hours

1. An employee will be deemed to be off work for the hours by which the employee's working hours have been reduced in accordance with article M-2-a.
2. In the event of a reduction of working hours as referred to in article M-2-a, the following amount will be withheld from the employee's salary in the cases referred to in article M-2-a, paragraph 1(a) or (b):
  - a. in the case of a 10% reduction in working hours: 4% of the employee's salary without the reduction in working hours based on that article;

b. in the case of a 20% reduction in working hours: 9% of the employee's salary without the reduction in working hours based on that article.

3. An employee whose salary is determined based on one of the salary scales 1 to 5 must pay an employee's contribution of 3% in the case of a 10% reduction in working hours and an employee's contribution of 7% in the case of a 20% reduction in working hours.

4. In determining benefits or allowances based on other decisions, a reduction in working hours as referred to in article M-2-a will not be regarded as part-time employment. All entitlements related to the salary will in that case be calculated based on the salary the employee concerned would receive if he did not make use of the scheme.

With regard to entitlements in connection with the Illness and Invalidity Benefit Scheme for Employees in the Higher Professional Education Sector, the following applies:

If an employee becomes unfit for work, a waiting period of 13 weeks' illness applies, in which payment of salary will continue with due observance of the discount in connection with the scheme for older employees (SOP). After this period, the employee will receive his salary in full. Agreements about continuing the participation in the scheme for older employees can be made with an employee who is partially unfit for work.

5. If an employee makes use of the reduction in working hours scheme he will accrue leave for the reduced working hours agreed on.

#### Article M-2-e Additional options

1. In addition to the basic scheme in article M-2-a, an employee will have different options with effect from 1 May 2003:

a. a 12.5% reduction in working hours for a period of 7 years, subject to a withholding of 6% of the salary he would have received without a reduction in working hours;

b. a 15% reduction in working hours for a period of 6 years, subject to a withholding of 8% of the salary he would have received without a reduction in working hours.

2. An employee who reaches the age of 60 and is at that point in time not yet making use of one of the options under the scheme for older employees may opt for a 25% reduction in working hours for a period of 5 years, subject to a withholding of 6% of the salary he would have received without a reduction in working hours.

#### Article M-2-f Additional reduction in working hours

1. An employee who makes use of the scheme for older employees (SOP) may not claim a reduction in working hours in accordance with article M-1.

#### Article M-2-g Anti-cumulation

The employer will apply articles 7 and 8 of the Voluntary Early Retirement (Benefits) Act (*Wet uitkering wegens vrijwillig vervroegd uittreden*), as applicable on 1 January 1997, by analogy to the offsetting of additional income from work or business against the employee's salary, with the proviso that the offsetting of additional income may not result in a lower amount than that which the employee would have received if he had been employed part-time for the same number of hours.

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