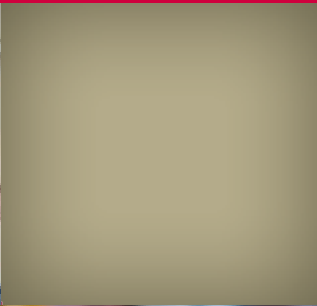


Cao University Medical Centres 2015-2017



Cao University Medical Centres 2015-2017

1 April 2015 - 1 January 2018

**Adopted in the LOAZ on 9 September 2015
Inclusive supplementary agreement of 22 October 2015**

Introduction

This is the ninth edition of the collective agreement for university medical centres (Cao UMC) setting out the employment status of all employees of the eight UMCs. Until 1 June 2005 the Cao was known as the collective agreement for university hospitals (Cao AZ).

For the six public UMCs, the Cao UMC is formally a public-law employment status regulation. In a formal legal sense, the collective agreement for the Radboud University Medical Centre (Radboud UMC) and the Vrije Universiteit Medical Centre (VUmc) is a Cao within the meaning of the Collective Agreements Act.

Where necessary in connection with their private-law status, separate articles or chapters are inserted which are applicable only for employees of the Radboud UMC and the VUmc. The relevant articles/chapters have an additional 'a' in the numbering either to distinguish them from the corresponding article that applies for the six public UMCs or to signify an additional provision that does not apply to the public UMCs. These articles are also highlighted in grey.

If the application of an article in the Cao is excluded, the same applies for the sections of that article.

The terms of the Cao apply for all employees of the eight UMCs to the extent that they are employed by virtue of a letter of appointment or a contract of employment, unless otherwise agreed between the governing board and the unions in the LOAZ. This means that, apart from some specific exceptions, a uniform package of terms of employment applies within the area of competence of the governing board.

Please note that local regulations apply in addition to the rules included in the Cao booklet. The Cao UMC leaves scope for local interpretation and implementation on some topics. There may also be local regulations arising from historical (transitional) situations, mergers, reorganisations, etc.

This edition of the collective agreement has been revised on the basis of the Agreement on a Cao UMC 2015-2017 (NFU 15.7537) and on the basis of the supplementary agreement to the Cao UMC 2015-2017 concluded between the NFU and the Ambtenarencentrum and the CMHF relating to the allowance for pension top-ups (NFU-15.12426). The ACOP and CCOOP have not agreed to this supplementary agreement. The supplementary agreement leads to the insertion of subparagraph d of paragraph 1 and paragraph 5 in Article 3.3.2, covering the purposes for which an extra personal budget can be used, and to amendment of scales 16, 17 and 18 in appendix A with effect from 1 January 2015, amendment of the scales for university medical specialist (UMS), professor /medical specialist (H/MS) and professor, professor /head of department (H, H/A) in appendix C with effect from 1 January 2015 and the deputising allowance on scales 16, 17, 18, UMS, H/MS and H,H/A, with effect from 1 January 2015.

Unless otherwise stated, this publication sets out the terms of employment as they apply from 1 April 2015.

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Parties to the Cao UMC

The parties to the Collective Agreement for University Medical Centres are: the Netherlands Federation of University Medical Centres and the following unions of public sector personnel:

- Het Ambtenarencentrum;
- Christelijke Centrale van Overheids- en Onderwijspersoneel;
- Centrale van Middelbare en Hogere Functionarissen bij Overheid, Onderwijs, Bedrijven en Instellingen;
- De Algemene Centrale van Overheidspersoneel.

List of abbreviations

<i>ABP</i>	ABP pension fund, as referred to in the Public Servants' Superannuation (Privatisation) Act
<i>Awb</i>	General Administrative Law Act
<i>BWAZ</i>	Unemployment (Personnel of University Hospitals) Decree (BWAZ)
<i>BWUMC</i>	Extra-Statutory Unemployment Benefits Scheme for University Medical Centres
<i>Cao</i>	Collective Agreement for University Medical Centres
<i>CCMS</i>	Central Board for Medical Specialties
<i>FUWAVAZ</i>	Job grading system of the Association of University Hospitals
<i>LOAZ</i>	National Consultative Committee of University Hospitals and the Unions
<i>NFU</i>	Netherlands Federation of University Medical Centres
<i>RBWAZ</i>	Extra-statutory Unemployment Benefits Scheme for University Hospitals
<i>RGS</i>	Medical Specialists Registration Committee
<i>UMC</i>	University medical centre
<i>WAO</i>	Disablement Benefits Act
<i>WAZO</i>	Work and Care Act
<i>WHW</i>	Higher Education and Research Act
<i>WIA</i>	Work and Income according to Labour Capacity Act
<i>WPA</i>	Public Servants' Superannuation (Privatisation) Act
<i>Wwz</i>	Work and Security Act
<i>ZW</i>	Sickness Benefits Act

List of relevant laws and regulations

An effort has been made to avoid duplication of regulations as far as possible in the Cao for University Medical Centres. Regulations that are superior or of more general application (laws and decrees) and apply to the UMCs are not included in the Cao. In other words, subjects that are not covered by the Cao may still be governed by another regulation. The following is a non-exhaustive list of relevant laws and regulations.

Regulations relating to employment status

- Central and Local Government Personnel Act
- General Administrative Law Act
- Public Servants' Superannuation (Privatisation) Act
- Early Retirement of Public Sector Personnel (Framework Regulations) Act
- Flexible Pension and Early Retirement Regulations

Regulations relating to private status

- Title 10 (contract of employment) of Book 7 (special contracts) of the Netherlands Civil Code

Regulations relating to university medical centres

- The Higher Education and Research Act (WHW)
- Formulation of Terms of Employment for University Hospitals (Decentralisation) Decree
- Unemployment (Personnel of University Hospitals) Decree (BWAZ)
- Extra-statutory Unemployment Benefits Scheme for University Hospitals (RBWAZ)
- Extra-statutory Unemployment Benefits Scheme for University Medical Centres (BWUMC)

Generally applicable laws and regulations

- Working Conditions Act 1998, Working Conditions Decree and Working Conditions Regulation
- Working Hours Act and Working Hours Decree
- Working Hours Amendment Act
- Foreign Nationals (Employment) Act
- Aliens Act
- Compulsory Identification Act
- Individual Health Care Professions Act
- Works Councils Act
- Equal Opportunities Act
- Equal Treatment Act
- Medical Examinations Act
- Disablement Benefits Act
- Unemployment Insurance Act
- Sickness Benefits Act
- Act on Continued Payment of Wages during Sickness
- Work and Care Act
- Work and Income (Implementation Structure) Act

- Gatekeeper Improvement Act
- Equal Treatment of Disabled and Chronically Ill People Act
- Equal Treatment in Employment (Age Discrimination) Act
- Act Expanding the Obligation to Continue the Payment of Salary during Sickness
- Work and Income according to Labour Capacity Act
- Work and Security Act
- Health Insurance Act

Article 1.1 **Definitions**

In this CAO the following definitions are employed:

ABP pension regulations: the pension scheme regulations of the ABP Pension Fund Foundation;

business trip: a journey by an employee that is regarded as necessary by the employer, including the related stay, to perform work outside the UMC

Central agreement on early retirement: the agreement referred to in Section 2 of the Early Retirement of Public Sector Personnel (Framework Regulations) Act;

department: a unit of the UMC designated as such;

employee: a person who has an employment contract with the UMC, unless they fall into one of the categories referred to in the second paragraph of Article 1a.10;

employer: Governing Board:

Flexible pension and retirement scheme (FPU scheme): the flexible pension and retirement scheme as referred to in Article 2 of the Central agreement on early retirement for public sector and education sector personnel; **job:** the combination of activities to be performed by the employee on the instructions of the employer;

full-time working hours: working hours totalling 1,872 a year, or for the medical intern totalling 2,392 a year, or for the medical specialist referred to in Article 15.1 (scope of application) totalling an average of not less than 40 and not more than 48 hours a week (excluding shifts, work performed during shifts and overtime), measured on an annual basis;

governing board: the governing board as referred to in Sections 12.4 and 12.18 of the WHW;

holiday worker: a person who works exclusively during school hoparagraphays and for a period of not more than six consecutive weeks at a UMC. This Cao does not apply to holiday workers, with the exception of this provision and Articles 2.4.5, 2.4.5a and 2.4.8;

maximum salary: the highest amount on a salary scale;

medical specialist: a doctor who is entered in the register of the RGS as a recognised specialist in the relevant branch of medicine;

occupational disability benefit: a periodic benefit paid under the Sickness Benefits Act, the Disablement Benefits Act or the Work and Income according to Labour Capacity Act by reason of full or partial incapacity to perform suitable work arising from any employment relationship of the employee due to illness or disability;

partner: for the purposes of this Cao spouse also includes the registered partner as well as the life partner with whom the unmarried employee is cohabiting and carrying on a joint household – with the intention of living together permanently – on the basis of a cohabitation agreement executed by a civil-law notary laying down the mutual rights and obligations with respect to the cohabitation and joint household. Only one person at a time can be regarded as a life partner. The employer may require a written declaration from a civil-law notary attesting to the fact that a cohabitation agreement has been concluded. Widow or widower also includes the surviving life partner or registered partner. Where appropriate, family member also includes the registered partner or life partner.

remuneration: the sum of the salary and the allowances to which the employee is entitled pursuant to Article 4.1, Article 4.7.1, second paragraph to Article 4.7.5 inclusive, Article 4.8, Article 4.9, Articles 15.4.1 to 15.4.3 inclusive and Article 15.4.5;

roster: a schedule of starting and finishing times of the daily working hours drawn up for a period of longer than one week but not longer than 13 weeks and published in advance;

salary: the amount that is laid down for the employee on the basis of one of the appendices to this Cao in accordance with Article 4.1;

salary number: a code, consisting of a figure or of a letter and a figure, used in a salary scale to denote a salary;

salary scale: a series of numbered salaries denoted as such in one of the appendices to this Cao;

supervisory board: the supervisory board as referred to in Sections 12.10 and 12.18 of the WHW;

UMC: a public or special university hospital as referred to in section I, under 1 and 2, of the schedule to the Higher Education and Research Act, or the university medical centre to which the university hospital belongs;

unemployment benefit: a periodic benefit paid in the event of discharge or unemployment arising from any employment relationship of the employee;

university: one of the universities referred to in sections a. and b. of the schedule to the Higher Education and Research Act;

union: any of the following unions of public sector and education personnel; the *Algemene Centrale van Overheidspersoneel*, the *Christelijke Centrale van Overheids- en Onderwijs-personeel*, the *Ambtenarencentrum* and the *Centrale van Middelbare en Hogere Functionarissen bij Overheid, Onderwijs, Bedrijven en Instellingen*; board of governors:

the board of governors of the university to which the UMC is attached; section or

department: a unit of the UMC designated as such; business trip: a journey made by an

employee outside the UMC, including the related stay, which in the opinion of the employer is necessary for the conduct of business; employment: an appointment to a public UMC or a contract of employment with a special UMC;

Article 1.2 **Part-time working hours**

The Cao is based on the situation of an employee working full-time. Employees working part-time are entitled under the provisions of this Cao pro rata to the number of hours they work, unless the contrary is expressly stated in the Cao or is clear from the nature of the regulation.

Article 1.3 **LOAZ**

- 1 Negotiations in the LOAZ shall be conducted on behalf of the NFU by a delegation appointed from among its members and on behalf of the unions by a delegation from each union.
- 2 The agreements made in the LOAZ apply in full to all UMCs unless the special or private-law status of AMC, Radboud UMC or VUmc dictates otherwise.
- 3 The LOAZ shall be chaired by the chairperson of the NFU delegation.
- 4 The NFU shall provide the secretariat for the LOAZ.

Article 1.3.1 **LOAZ consultations**

The parties in the LOAZ shall consult on matters of general significance for the employment status of the personnel of the UMCs to the extent that such matters are not reserved to the Council for Public Sector Personnel Policy (*Raad voor Overheidspersoneelsbeleid*).

Article 1.3.2 **Requirement of consensus**

- 1 No measures relating to matters reserved to the LOAZ shall be implemented or changed until agreement on them has been reached between the NFU and the majority of the unions. Each union shall have one vote
- 2 If the votes of the unions are tied, the chairperson of the meeting shall decide whether there is sufficient support to implement the proposals.

Article 1.3.3 **LOAZ disputes committee**

- 1 There is an LOAZ disputes committee consisting of three members. The NFU and the unions shall each appoint one committee member, who shall then jointly appoint a third member as an independent chairperson. The disputes committee shall determine its own procedures.
- 2 If the LOAZ fails to reach agreement on a particular matter each of the parties may request an advisory opinion from the disputes committee.
- 3 The disputes committee may submit a dispute for arbitration with the agreement of all the parties in the LOAZ.

Article 1.3.4 **Local pilot projects or projects and temporary suspension of articles in the Cao**

The LOAZ may agree that articles of the Cao may be temporarily suspended for certain local pilot projects or projects. Those agreements may not be derogated from at local level. The subsequent actual suspension of articles in the Cao is only allowed with the consent of the employees concerned.

Article 1.4 **Local consultation**

- 1 The UMC shall establish a system of local consultation with the unions. Consultations shall be held at least once a year on the general state of affairs in the area of employment.
- 2 The parties in the LOAZ may agree that consultations on a particular topic shall be conducted at local level between the governing board and the unions or between the governing board and the works council.
- 3 Articles 1.3.2 and 1.3.3 apply mutatis mutandis to local consultations between the governing board and the unions, with the proviso that an appeal to the disputes committee is only possible with the approval of the LOAZ.

Article 1.5 **Local trade union activities**

- 1 The employer shall in a general sense provide as much cooperation as possible with the trade unions and associations affiliated to them in the performance of their activities in the UMC.
- 2 The cooperation referred to in the first paragraph shall as far as possible include providing rooms free of charge to hold meetings and allowing members to attend these meetings,

having regard to the continuity of business operations. The employer shall also allow the use of copying facilities and other information and communication facilities.

- 3 Officials may be released for local activities at the expense of the trade union concerned.

Article 1.6 Reorganisation code

- 1 The employer shall adopt a reorganisation code for changes in the organisation. This code is subject to approval by the works council.
- 2 The reorganisation code shall at least prescribe:
 - a the decision-making procedure to be followed;
 - b the right of the employees concerned to give their reaction to the planned reorganisation at least once before the works council is asked for its opinion;
 - c that the reorganisation plan submitted to the works council for its opinion will explain:
 - the purpose of the change in the organisation;
 - the area affected by the change in the organisation;
 - the current and envisaged organisational structure and staffing levels;
 - the expected consequences for the staff;
 - the support to be provided for staff members affected by the reorganisation;
 - the timetable.
- 3 The employer shall send the reorganisation code to the trade unions.

Article 1.7 Social policy framework

- 1 The employer shall adopt a social policy framework after agreement has been reached on it with the majority of the unions.
- 2 The social policy framework shall at least prescribe:
 - a the measures and instruments that will be used to support staff members affected by a major change in the organisation; in this context, the point of departure is retention of work;
 - b the method to be used for investigating the possibility of reassignment;
 - c the definition of the term 'suitable job'.

Article 1.8 Social plan

In addition to the social policy framework, in the following situations the employer shall adopt a social plan after agreement has been reached on it with the majority of the unions:

- a in the event of outsourcing of activities, mergers and privatisations and if part of the UMC is relocated;
- b in the event of internal organisational changes which, without further measures, would lead to compulsory redundancy for more than ten employees;
- c if the employer wishes to adopt a social plan for a specific change in the organisation.

Article 1.9 /

Article 1a.9 **Non-cumulation of transition allowance and transition costs**

In this article the following definitions apply:

- a transition allowance: the transition allowance as referred to in Articles 673 and (until 1 January 2020) 673a of Book 7 of the Dutch Civil Code;
- b transition costs: costs of measures aimed at helping the employee to move from work to work as referred to in Article 673, paragraph 6, under a, of Book 7 BW, insofar as those measures are contained in collective agreements between the employer and the unions.

Agreements shall be made in the local consultations concerning the deduction of the transition costs from the transition allowance in order to prevent cumulation of the transition allowance and the transition costs.

Pursuant to the ‘Transition Allowance (Transitional Law) Decree’ adopted by the government, the employer is not liable to pay a transition allowance until no later than 1 July 2016 if there are current collective agreements with organisations of employees. For the special UMCs, the transitional law means that they will not have to pay the transition allowance until 1 April 2016 if the employee is entitled to a payment by virtue of the BWUMC. The transitional allowance shall also not have to be paid until 1 July 2016 at the latest if the employee is entitled to a payment or benefit due to the termination of employment by virtue of a collective agreement made between the employer and the unions, such as a social policy framework or a social plan. In this context, the agreements on non-cumulation referred to in paragraph 2 shall be made before 1 April 2016.

Article 1a.10 **Scope of application of the collective labour agreement**

- 1 This CAO is a collective labour agreement that applies to the employees of Radboud UMC and VUMC that are employed by the UMC on the basis of a civil-law employment contract, unless the provisions of this CAO wholly or partially exclude one or more categories of employees.
- 2 Unless expressly provided otherwise, this CAO does not apply to:
 - the members of the governing board and of the supervisory board;
 - persons who work exclusively during school holidays and for a period of not more than six consecutive weeks;
 - persons who perform work for short periods on an on-call basis, regularly or otherwise, if the employer has declared a separate regulation applicable to this category;
 - persons who regularly work only during the weekends, if the employer has declared a separate regulation applicable to this category;
 - persons who teach at an hourly rate, if the employer has declared a separate regulation applicable to this category;
 - persons who are working exclusively as an apprentice.

Article 1a.11 **Term of the collective labour agreement**

The parties have concluded this CAO for the period from 1 April 2015 to 1 January 2018.

The term of the agreement shall be extended by one year if neither party has given written notice of termination of this CAO two months before this period has expired.

Article 1a.12 Internal appeal procedure for special UMCs

- 1 Employees whose interests are directly affected by a decision of the employer that does not have general effect may appeal against the decision by sending or submitting an objection to the governing board of the UMC within six weeks of the date on which the decision is announced. Employee shall also be deemed to include his surviving relatives or his successors in title.
- 2 A decision as referred to in paragraph 1 shall also be deemed to include the refusal to make a (timely) decision.
- 3 An appeal shall be made by submitting a written notice of appeal to the governing board. The notice of appeal shall contain the name and address of the appellant, the date, a description of the disputed decision and the grounds of the appeal. Receipt of the notice of appeal shall be confirmed in writing.
- 4 In the event of an appeal, the governing board shall reconsider the disputed decision. The decision on the appeal shall be prepared and taken with due care, with observance of the principle that both sides shall be heard. The decision on the appeal shall be supported by sound reasons and notified to the appellant and other interested parties in writing.
- 5 Barring exceptional circumstances, the decision on the appeal shall be made within twelve weeks of receipt of the notice of appeal.
- 6 The governing board may draw up further rules relating to the hearing of appeals, having regard to the provisions of this article and subject to approval by the works council.
- 7 The provisions of this article are without prejudice to the employee's right to submit a dispute with his employer to the competent court.

CHAPTER 2

Recruitment, selection and (commencement of) employment

Article 2.1 **Recruitment and selection**

- 1 Recruitment and selection shall take place in compliance with the Recruitment Code of the Netherlands Association for Personnel Policy (NVP).
- 2 The employer may adopt its own recruitment and selection code with the approval of the works council. This recruitment and selection code shall in any case describe the rights of the job applicant as set out in the NVP code referred to in the first paragraph.
- 3 Job applicants are entitled to reimbursement of travel expenses and any other reasonable costs incurred.

Article 2.2 **Medical examination**

The employer shall adopt rules in compliance with the Medical Examinations Act with respect to a medical examination and re-examination on commencement of employment as well as the costs of the examination or re-examination.

Article 2.3 **Nature of employment**

- 1 The contract of employment shall be entered into for:
an indefinite period, or
for a specified period.
- 2 Contracts for permanent jobs and permanent work (structural jobs) shall in principle, subject to the possibility of employment on probation, be concluded for an indefinite period
- 3 In a fixed-term contract, the reason or period of time shall be stated.
- 4a At the Radboud UMC or VUMC, contracts with staff may include a probation period as referred to in Article 7:652 of the Netherlands Civil Code (see Appendix O).

Article 2.4 **Employment for a specified period**

A contract of employment for a specified period shall be concluded with employees on probation, employees hired for a specific period, for specific work or for a period of training or with unsalaried employees.

Article 2.4.1 **Employment on probation**

- 1 If he has not previously been able to establish the employee's suitability and competence for the job, the employer may temporarily employ the employee on probation for a specific period prior to a contract of employment for an indefinite period.
- 2 A probation period shall not exceed one year. If the employee performs satisfactorily, the period of employment on probation shall in principle be followed by a contract for an indefinite period.
- 3 The employer shall notify the employee in writing no later than two months before the expiry of the prescribed probationary period whether the employment shall end by operation of law, shall be extended or shall be followed by an employment contract for an indefinite period.
- 3a The provisions of paragraph 3 are not applicable to Radboud UMC and VUMC, for whom the

statutory rules on notice of termination in Article 668 of Book 7 of the Netherlands Civil Code shall apply (see Appendix O).

- 4a Employment on probation for a specified period shall not be taken to refer to a probation period as envisaged in Article 7:652 of the Netherlands Civil Code or Article 2.3, paragraph 4a of this Cao.

Article 2.4.2 For a specified period

- 1 The employer may enter into a contract of employment with the employee for a specified period, not being a period of probation.
- 2 The initial fixed-term contract may be concluded for a period of not more than two years.
- 3 With effect from the first day after the expiry of the maximum term of three years, including any intervals of not more than three months, the most recent employment contract shall be deemed to have been concluded for an indefinite period.
- 4 The employer shall notify the employee in writing no later than two months before the expiry of the period for which the employment contract was concluded whether the employment contract shall end by operation of law, shall be extended or shall be followed by a contract of employment for an indefinite period.

Article 2.4.2a For a specified period

- 1 The employer may enter into a contract of employment with the employee for a specified period, not being a period of probation.
- 2 The initial fixed-term contract may be concluded for a period of not more than two years.
- 3 For the maximum term of a series of fixed-term contracts, reference is made to Articles 2.4.5 and 2.4.5a.
- 4 The statutory rules on notice of termination in Article 668 of Book 7 of the Netherlands Civil Code are applicable(see Appendix O).

Article 2.4.2.1 Min-max and zero-hours appointment (until 1 January 2016)

- 1 An employment contract for a specified period can also be concluded for a combination of a minimum and a maximum number of hours per year and per week, in which case the maximum shall not exceed 150% of the minimum number of hours, unless otherwise agreed.
- 2 At the request of the employee, an employment contract for a specified period may also be concluded for on-call work, in which case the minimum number of hours is zero.
- 3 The employee shall receive his remuneration each month for the minimum number of hours for which the employment contract was concluded.
- 4 Employees who have been called up to work shall receive the remuneration for any hours they consequently work in excess of the minimum number of hours in the month following the month in which they performed that work.
- 5 Employees are obliged to respond to a call-up to perform work to the extent that the call-up shall not cause the stipulated maximum number of hours to be exceeded and subject to the provisions of the sixth and seventh paragraphs.
- 6 The employer shall make agreements with the employee about the extent to which and the days and times at which the employee can be assigned work.

- 7 The employee shall be called up at least 24 hours prior to the time at which he must perform the work.
- 8 During illness or incapacity for work, an employee's remuneration, as referred to in Article 8.5, shall be the average remuneration that he received in the 12 calendar months preceding the first day of sick leave. If the employee has not yet been employed for 12 months, the calculation shall be based on the period for which he has been employed.
- 9 Article 7.1.1 shall apply with respect to holiday entitlement, with the understanding that the entitlement shall initially apply for the minimum number of hours stipulated in the employment contract. The total holiday entitlement shall be fixed at the end of each quarter on the basis of the hours actually worked in excess of the minimum number of hours stipulated in the employment contract.

The above version of Article 2.4.2.1 shall apply until 1 January 2016. From 1 January 2016, the following Articles 2.4.2.1N and 2.4.2.2.N shall apply. ('N' in the article number stands for 'new'.)

Article 2.4.2.1.N Min-max appointment (from 1 January 2016)

- 1 An employment contract may not be concluded for a combination of a minimum and a maximum number of hours per year and per week.
- 2 To the extent that the provisions on successive contracts (Article 2.4.5 or Article 2.4.5a) permit a new contract for a specified period, min-max contracts for a specified period that were concluded prior to 1 January 2016 may not be extended with retention of their min-max character. The provisions of paragraph 3 shall apply to the extended contract for a specified period.
- 3 If on 1 January 2016 a min-max contract is a contract for an indefinite period or on or after 1 January 2016 a min-max contract for a specified period is extended for an indefinite period, the contract for an indefinite period shall be concluded for a fixed number of hours per year and an average number of hours per week. The point of departure for determining the fixed number of hours per year shall be the number of hours worked in the twelve calendar months preceding the commencement date of the contract for an indefinite period.

Article 2.4.2.2.N Zero-hours contracts (from 1 January 2016)

- 1 A zero-hours contract, being a contract for on-call work a specified period where the minimum number of hours is zero, may only be entered into for:
 - a carrying out unforeseen and unplanned activities, or
 - b carrying out work arising from the unforeseen and unplanned absence of personnel which cannot be performed by employees with an employment contract for an indefinite period or for a specified period with an agreed number of hours per year, or which can only be performed with disproportionate disruption of the planned rosters, or
 - c the functions of student intern, guest lecturer and simulation patients. In this chapter of the cao, a student intern is defined as a student who is employed to provide support in teaching activities and/or to assist in research or care on the basis of a contract of employment.

- 2 Employees shall receive their remuneration each month for the hours they have actually worked.
- 3 Employees with a zero-hours contract are obliged to respond to a call to perform work, having regard to the provisions of the fourth and fifth paragraphs.
- 4 The employer shall make agreements with employees with a zero-hours contract regarding the extent to which and the days and times at which the employee can be assigned work.
- 5 The employee shall be called up at least 24 hours prior to the time at which he must perform the work.
- 6 During illness or incapacity, an employee's remuneration, as referred to in Article 8.5, shall be the average remuneration that he received in the twelve calendar months preceding the first day of sick leave. If the employee has not yet been employed for 12 months, the calculation shall be based on the period for which he has been employed.
- 7 The employee's holiday entitlement as referred to in Article 7.1.1 shall be determined on the basis of the hours that have actually been worked.
- 8 A zero-hours contract that exists on or after 31 December 2015 and does not comply with the criteria in paragraph 1 shall remain valid, with the proviso that, at the employee's request, the contract shall be converted into a contract for a fixed number of hours per year and an average number of hours per week, subject to the following conditions. The employee may make the request if he has worked for the employer in six calendar months in the period of twelve calendar months preceding the request. The fixed number of hours shall be equal to the number of hours that the employee has worked in that twelve-month period. The employer shall agree to the employee's request for conversion of the zero-hours contract into a contract with a fixed number of hours per year, unless a major commercial interest dictates otherwise. The employer may assign the employee to a flexpool for the purposes of the performance of the contract with a fixed number of hours per year.
- 9 The employer shall consult the works council at least once a year regarding the use of zero-hours contracts in light of the fact that in the opinion of the parties to the CAO zero-hours contracts must not lead to the displacement of persons in the established permanent jobs.

Article 2.4.3 For specific work

- 1 The employer may conclude an employment contract for a specified period with an employee for the performance of specific work.
- 2 The maximum term of an initial contract for specific work is five years. This period may be immediately extended not more than once by a period not exceeding six months without giving rise to a contract of employment for an indefinite period.
- 3a Instead of the second sentence of paragraph 2, Article 668a, paragraph 3 of Book 7 of the Netherlands Civil Code shall apply for Radboud UMC and VUMC (see Appendix O).
- 4 The employer shall if possible notify the employee in writing not later than two months before the expiry of the period for which the employment contract was concluded whether the employment contract shall end by operation of law, shall be extended or shall be followed by a contract for an indefinite period.
- 4a The provisions of paragraph 4 are not applicable to Radboud UMC and VUMC, for which the statutory rules on notice of termination in Article 668 of Book 7 of the Netherlands Civil Code (see Appendix O) shall apply.

Article 2.4.4 **Education**

- 1 The employer may conclude an employment contract for a specified period with the employee for the term of a period of education.
- 2 The employer shall as soon as possible notify the employee in writing whether the employment shall end by operation of law or shall be followed by an employment contract for a specified or an indefinite period.
- 2a The provisions of paragraph 2 are not applicable to Radboud UMC and VUMC, to which the statutory rules on notice of termination in Article 668 of Book 7 of the Netherlands Civil Code (see Appendix O) shall apply.
- 3 An employment contract for the term of a period of education shall be extended by the term of an employee's period of maternity leave to the extent that it is necessary for the completion of the education.
- 4 If the employee who is going to follow education in the employer's UMC already has an employment contract for an indefinite period with the employer, in derogation from paragraph 1 no contract for the term of a period of education shall be concluded with the employee and the employment contract for an indefinite period shall be continued.

Article 2.4.5 **Successive employment contracts for a specified period and for specific work**

- 1 A fixed-term contract ends by operation of law on expiry of the period for which the contract was concluded. The succeeding fixed-term contract also ends by operation of law, it being understood that in the event of a series of fixed-term contracts the last contract in the series shall, at some point, be deemed to have been concluded for an indefinite period.
- 2 From the day on which a series of fixed-term contracts comprises more than three fixed-term contracts, the fourth contract shall be deemed to have been concluded for an indefinite period.
- 3 From the day on which the total duration of a series of fixed-term contracts exceeds a period of three years, the last contract shall be deemed to have been concluded for an indefinite period.
- 4 From the day on which the total duration of series of contracts for specific work exceeds a period of five years, the last contract shall be deemed to have been concluded for an indefinite period. However, after expiry of this maximum period of five years, the contract may immediately be extended once by a maximum term of six months without this resulting in a contract for an indefinite period, provided that the maximum six-month extension is agreed in order to finish a specific project and the maximum number of three temporary contracts as referred to in paragraph 2 is not exceeded.
- 5 A series of temporary contracts is interrupted if there is an interval of more than three months between two fixed-term contracts. If a series of fixed-term contracts is interrupted, the counting of the maximum number of temporary contracts and the maximum duration of a series of temporary contracts will start again.
- 6 Intervals of no more than three months in a series of temporary contracts shall not count towards the total maximum term of three or five years that a series may cover.
- 7 If a series of temporary contracts comprise one or more contracts for specific work as well as one or more contracts for a specified period, the series is subject to the rules governing a series of contracts for specific work as referred to in this article.

- 8 The duration of a fixed-term contract by way of probation as referred to in Article 2.4.1 or for educational purposes as referred to in Article 2.4.4 will not count towards the duration of the series or the number of temporary contracts as referred to in paragraphs 2, 3 and 4.
- 9 The provisions contained in this article also apply to consecutive contracts with different employers if those employers must reasonably be regarded as each other's successors in light of the work that is performed.

Article 2.4.5a Successive employment contracts for a specified period

- 1 The rules laid down in the following paragraphs of this article apply for a series of employment contracts for a specific period at Radboud UMC and VUMC where the last contract in the series was concluded on or after 1 July 2015 and ends on or after 1 April 2016. Article 2.4.5 in the cao UMC 2013-2015 remains applicable to other series of contracts for a specified period at Radboud UMC and VUMC by virtue of that earlier cao; this is due to Article XXIIe of the Work and Security Act (transitional provisions concerning successive employment contracts). The rule in paragraph 6 of this article concerning the interval that interrupts a series of employment contracts for a specified period therefore applies for intervals that are continuing on 1 April 2016 or intervals that commence after 1 April 2016. Article 2.4.5, paragraph 5 of the cao UMC 2013-2015 shall continue to apply to intervals that have commenced or ended before 1 April 2016 by virtue of that cao.
- 2 A contract of employment for a specified period ends by operation of law on expiry of the term for which the contract was concluded. The succeeding fixed-term contract also ends by operation of law, it being understood that in the event of a series of fixed-term contracts the last contract in the series shall, at some point, be deemed to have been concluded for an indefinite period.
- 3 From the day on which a series of fixed-term contracts comprises more than three fixed-term contracts, the fourth contract shall be deemed to have been concluded for an indefinite period.
- 4 From the day on which the total duration of a series of fixed-term contracts exceeds a period of 24 months, the last contract shall be deemed to have been concluded for an indefinite period.
- 5 In accordance with the provisions of Article 668a, paragraph 3, of Book 7 of the Netherlands Civil Code, paragraph 4 does not apply to a contract of employment that has been concluded for a period not exceeding three months which immediately succeeds a first employment contract concluded for 24 months or longer between the same parties.
- 6 A series of temporary contracts is interrupted if there is an interval of more than six months between two fixed-term contracts. If a series of temporary contracts is interrupted, the counting of the maximum number of fixed-term contracts and the maximum duration of a series of fixed-term contracts will start again.
- 7 Intervals of no more than six months in a series of fixed-term contracts will count towards the total maximum term of 24 months that a series may cover.
- 8 The intrinsic nature of the business operations of the UMCs requires a derogation from the maximum of three successive contracts in a series of fixed-term contracts referred to in paragraph 3 and/or the 24-month period referred to in paragraph 4 for the following jobs or

function groups. The reasons for each variance are given in a footnote.

- 9 The 24-month period referred to in paragraph 4 will be extended to 48 months if the fixed-term employment contract is concluded for any of the following jobs or function groups:
 - a researchers, if the job is exclusively or primarily concerned with research that depends on temporary financing for a specific project;¹
 - b jobs in which the core task is to manage or assist in the completion of major projects/programmes, such as project leader, project manager, programme director, project adviser, project staff and project secretary;²
 - c scientific functions that constitute steps in a so-called ‘tenure track’ ultimately aimed at securing appointment to a more senior academic position, provided that the tenure track is documented in writing in the context of the conclusion of the employment contract.³
- 10 If a fixed-term contract is concluded with an employee as a holiday worker, the maximum of three fixed-term contracts in the series of temporary contracts will be increased to six.⁴

1 Scientific research and research projects at the UMCs are often project-driven, with temporary financing, which creates uncertainty about whether the funding can continue after completion of the project or on expiry of the period for which the financing has been (initially) awarded. If the funding is discontinued, there will be no funds to continue employing the personnel involved in the research. The intrinsic nature of the business operations therefore requires a derogation from the statutory rules on series of employment contracts for the jobs referred to in Article 2.4.5a, paragraph 9, sub-paragraph a).

2 A project is a combination of activities separate from the normal business operations and designed to enable a project team or unit to produce something new within clearly defined parameters. A project is limited in terms of duration and funding. Given the nature and size of the organisations, the UMCs regularly carry out major projects, that is to say projects for periods of longer than 24 months. Examples include the implementation of a new ICT system or the construction of a new building. On termination of the project, the jobs and the funding for the project come to an end. The intrinsic nature of the business operations (in relation to projects) therefore requires a derogation from the statutory rules on series of employment contracts for the jobs referred to in Article 2.4.5a, paragraph 9, sub-paragraph b).

3 A tenure track is shaped in part by successive fixed-term employment contracts, whereby at the end of each contract there is an assessment of whether the ultimate objective, appointment to a senior academic position, is attainable within the term of the tenure track. If not, there will be no succeeding employment contract since the purpose of the employment contract has lapsed. It is then possible to offer a position on a tenure track to another employee. Tenure tracks usually last longer than 24 months. In that context, the intrinsic nature of the business operations requires a derogation from the statutory rules on series of contracts for academic functions as part of a tenure track.

4 A holiday worker is only used during school holidays. The holiday worker usually performs the work of employees who are absent on holiday. The interval between school holidays is less than six months. The intrinsic nature of the business operations requires that the fourth employment contract for a holiday worker should not automatically lead to a contract for an indefinite period for that employee, for whom there is no work outside the school holidays.

- 11 If a fixed-term employment contract is concluded with a student intern, the maximum of three fixed-term contracts in the series of temporary employment contracts referred to in paragraph 3 shall be increased to six and the 24-month period referred to in paragraph 4 shall be extended to 48 months.⁵
- 12 The rules on series of employment contracts in this article and Article 668a of Book 7 of the Netherlands Civil Code are not applicable to fixed-term employment contracts that have been concluded solely or primarily for the employee's education as:
 - a a doctor in training as a specialist (AIOs);
 - b a doctor in training as a specialist and clinical researcher (AIO-SKO);
 - c the employee who has completed the training as a specialist and is now receiving further training as a fellow in (specific aspects of) a medical specialisation;
 - d trainee researchers (OIO) or PhD students;
 - e trainee students as referred to in chapter 16 of this cao;
 - f trainee employees as referred to in chapter 17 of this cao;
 - g employees who are following a health care course recognised by the College Zorg Opleidingen (CZO);
 - h employees who are following a course listed in the Central Register of Professional Courses (CREBO) or the Central Register of Courses in Higher Education (CROHO).
- 13 The provisions of this article apply *mutatis mutandis* to successive employment contracts with different employers if if those employers must reasonably be regarded as each other's successors in light of the work that is performed.

Article 2.4.6 **Extension of fixed-term contract**

- 1 If the employee continues to work with the apparent approval of the employer after the expiry of the term for which the employment contract was concluded, the employment contract shall be deemed to have been concluded again for the same period, although never for more than one year, and under the same conditions.
- 1a Instead of paragraph 1, the statutory rules in Articles 668, paragraph 4 of Book 7 of the Netherlands Civil Code (see Appendix O) apply for Radboud UMC and VUMC. The consecutive contract as referred to in the first paragraph shall count towards the number of temporary contracts and duration of the series of temporary contracts as referred to in Article 2.4.5.

⁵ The employment contract of a student intern is concluded for a specified period, for example for the period of an academic year. The interval between academic years is less than six months. A student internship can last longer than 24 months. Termination of the internship is connected with the student's graduation. In that context, the intrinsic nature of the business operations requires that the student intern should not automatically receive an employment contract for an indefinite period with the fourth contract or after 24 months in the series, since the student intern's position will then at some point be filled by a non-student or by a student who is not at an appropriate stage of his studies for the work.

Article 2.4.7 Unsalaries employee

- 1 The employer, with the exception of VUMC and Radboud UMC, may conclude an employment contract for a specified period with an employee as an unsalaried employee.
- 2 The employment contract of the unsalaried employee shall not count towards the series of employment contracts as referred to in Article 2.4.5.

Article 2.4.8 Holiday workers

- 1 Holiday workers shall have a fixed-term contract, as referred to in Article 1.1 of this Cao.
- 2 Holiday workers shall be paid no less than the minimum wage corresponding to their age.
- 3 As far as all other rights and obligations of holiday workers are concerned, reference is made to the relevant legislation of the Ministry of Social Affairs and the Netherlands Civil Code, all of which must be complied with as a minimum.

Article 2.5 Written record of employment

- 1 The employee shall, if possible before commencing employment, be provided with a contract of employment or letter of appointment and a copy of this CAO.
- 2 The contract of employment or letter of appointment shall include at least the following elements:
 - a the name, first name(s) and date of birth of the employee;
 - b the commencement date of the employee's employment;
 - c the name of the UMC, together with the location where the work will be performed;
 - d whether the employment contract is for a specified period or an indefinite period;
 - e in the case of a temporary contract: the article/statutory provision on which the contract is based and the term of the contract;
 - f the employee's job;
 - g the salary scale for the job;
 - h the salary number assigned to the job in the relevant salary scale;
 - i the number of annual working hours under the employment contract;
 - j the employee's salary;
 - k a provision stating that this CAO constitutes an integral part of the employment contract or the letter of appointment.

CHAPTER 3

Development, career, quality and welfare

Article 3.1 **Training and development**

- 1 The employee is entitled to the personal development and training required to enable him to perform his job adequately.
- 2 The employee is entitled to the training and education needed to perform a job other than his own if that job fits in with his career prospects and appropriate agreements have been made.
- 3 The employer shall provide the employee with such support with respect to the provisions of the preceding paragraphs as can reasonably be demanded of it.
- 4 The agreements on training and development may be made during the annual interview or at other times. Such agreements shall relate to how and when training and education shall be provided and shall be recorded in writing.
- 5 The employer may decide to allow an employee to follow training and education as part of an investigation as referred to in Article 12.8/12a.8 (termination of contract of employment due to reorganisation), Article 12.10/12a.10 (termination of employment due to illness) or Article 12.11 (dismissal on other grounds).
- 6 The costs and the time involved in the training referred to in the first and fifth paragraphs shall be borne by the employer to the extent that they can actually and within reason be attributed to the training.
- 7 Unless otherwise agreed, the employee shall bear half of the costs and the time involved in the training referred to in the second paragraph to the extent they can actually and within reason be attributed to the training.

Article 3.1.1 **Costs**

Costs within the meaning of Articles 3.1 to 3.1.4 include:

- a tuition fees, enrolment costs and excursion costs;
- b travel expenses, so long as the training or education is followed outside the place where the employee lives or works: on the basis of the lowest class of public transport;
- c costs of sitting exams;
- d costs of purchasing prescribed books and study materials;
- e costs of accommodation, in accordance with the provisions of Article 5.1.4.

Article 3.1.2 **Allowance for training costs**

- 1 Employees who wish to qualify for (partial) reimbursement of the education and training costs referred to in the first, second or fifth paragraphs of Article 3.1 must submit a written estimate of the costs (total costs on an annual basis) to the UMC together with a declaration that he is aware of the obligation concerning repayment of all or part of the costs referred to in Article 3.1.3.
- 2 The employer shall decide on a request for reimbursement of the costs. Further conditions may be attached to a decision to reimburse the costs.
- 3 The costs based on the first and fifth paragraphs of Article 3.1 shall in principle be paid directly to the training institute.
- 4 The costs based on the second paragraph of Article 3.1 shall in principle be reimbursed afterwards to the individual concerned.

Article 3.1.3

Repayment obligation

- 1 An employee is obliged to repay any costs for training and education paid to them if:
 - a his employment is terminated before the course has been successfully completed;
 - b the course is not successfully completed for reasons which can in the opinion of the employer be ascribed to the employee;
 - c the employee resigns, is dismissed or is discharged within a period of two years of the date on which the study was successfully completed.
- 2 The repayment obligation referred to in the first paragraph shall be limited:
 - a in cases referred to in the first paragraph under a. and b. to the amount that was paid over the period of two years prior to the date on which the relevant circumstance occurred;
 - b in the case referred to in the first paragraph under c., for every month by which the period specified there has not been reached: to 1/24th of the amount that was paid in the period of two years preceding the date on which the study was completed.
- 3 The repayment obligation referred to in the first paragraph does not apply in the cases referred to under a. and c. if:
 - a at the time of the discharge the employee is immediately entitled to a pension or to an unemployment benefit;
 - b the discharge is followed by a new employment contract with another UMC or medical faculty.

Article 3.1.4

Hardship clause

In exceptional cases of manifest unreasonableness, the employer shall depart from the provisions of Articles 3.1 to 3.1.3 inclusive.

Article 3.2

Personal budget

- 1 Employees born on or after 1 January 1950 are entitled to a personal budget. The personal budget belongs to the employee and is intended to promote the employee's personal development, with the aim of sustainable employability.
- 2 In derogation from the provisions of the first paragraph, an employee who meets the criteria laid down in Article 6.1.4 paragraph 1 and paragraph 11 of the Cao UMC 2007 (reduction of working hours for employees in direct patient care) is entitled to a personal budget if he was born on or after 1 January 1953 (see appendix N).
- 3 In derogation from the provisions of the first paragraph, an employee who meets the criteria laid down in Article 12(a).4.2 paragraph 1 of the Cao UMC 2007 (pre-FPU for specific physically demanding jobs) is entitled to a personal budget if he was born on or after 1 January 1949 (see appendix N).

Article 3.2.1

Amount

- 1 The personal budget is created by the monthly accrual of an amount based on the salary to which the employee is entitled in that month.
- 2 The amount that can be accrued for the personal budget is 1.3% of the salary in 2013 and 1.55% from 1 January 2014.

- 3 In derogation from the provisions of the second paragraph, employees born in 1958 to 1962 inclusive shall accrue 1.8% of the salary for the personal budget. For these employees, the budget of 1.8% will only be increased when the accrual of the budget for employees born in 1963 or later amounts to more than 1.8% of the salary.
- 4 Salary that is used by the employee as a contribution to the life-course savings scheme or as a source for participation in a scheme as referred to in Article 18.3 (money for entitlements in kind or extra pension) shall be regarded as part of the salary for the purpose of calculating the monthly accrual of the budget.
- 5 During the second year of illness the amount accrued for the personal budget shall be based on 70% of the salary for the part of the year that the employee is sick. The accrual of the personal budget shall be 100% on the salary for the part of the year that the employee is not sick.

Article 3.2.2 Purposes for which the personal budget can be used

- 1 The employer shall pursue a generous policy with respect to the allocation of the personal budget for development, training, and sustainable employability. Key terms are individual responsibility and freedom of choice for employees. As far as possible, the use of the personal budget shall be untaxed.
- 2 The time needed for development financed from the personal budget shall be at the expense of the employee.
- 3 Employees may use the personal budget for study leave. For the purposes of conversion, a personal budget of 0.8% of the annual salary shall be treated as equivalent to 15 hours of study leave, or two days for academic medical specialists.
- 4 From 1 January 2016, employees with a contract as a medical specialist in training as referred to in Article 13.4, paragraph 2, may only use the personal budget for educational purposes.
- 5 Employees may use the personal budget to buy 15 extra hours of leave or, in the case of academic medical specialists, 2 days of leave. For the purposes of conversion, a personal budget of 0.8% of the annual salary shall be treated as equivalent to 15 hours of leave or, in the case of academic medical specialists, two extra days of leave. Employees must indicate before the start of a new calendar year whether they wish to use their personal budget to buy extra leave.
- 6 Employees may opt to use the personal budget for the costs of registering or re-registering with non-mandatory (quality) registers.
- 7 The development to be financed from the personal budget is in addition to the education and training referred to in Article 3.1 (training and development) and Article 13.4 (education, training and training costs).
- 8 At the employee's request, the personal budget may be used to pay union dues and/or the contribution to his professional association.
- 9 Because it is contrary to the original intention, whereby the emphasis is on development, a very conservative policy shall be adopted towards the use of the personal budget for consumer goods and hobbies. However, the personal budget may be used to purchase professional literature and ICT tools.

- 10 The purposes for which the personal budget can be used shall be discussed in the annual appraisal. Employees shall make a proposal for the use of their personal budget, with an explanation of the reasons. The proposal shall set out how it will increase the employee's permanent employability, as appropriate to his personal needs.
- 11 The application for and the agreements on the use of the personal budget shall be made in writing.

Article 3.2.3 Prefinancing and termination of employment

- 1 An employee may prefinance part of his expenditure from the personal budget to be accrued by him in the same year.
- 2 An employee who leaves employment and has spent more than he has accrued in his personal budget must reimburse the employer for the surplus.
- 3 The employer shall give an employee who is leaving employment the opportunity to use his personal budget for development before the end of his employment.
- 4 An employee who enters employment with another UMC after leaving employment may take his personal budget with him.
- 5 The unused balance of the personal budget shall lapse on the death of the employee.

Article 3.2.4 Maximum amount of personal budget

- 1 In 2013 the maximum amount that can be accrued in the personal budget is 24 times 1.3% or – in the case of an increased personal budget – 1.8% of the monthly salary on 1 January 2013 on a full-time basis, and the maximum balance of the personal budget that can be accrued in accordance with the second paragraph of Article 3.2.1 and the increased personal budget in accordance with the third paragraph of Article 3.2.1 shall be 200% of the annual accrued personal budget converted to the salary in full-time employment in the current year. From 1 January 2014 the maximum amount that can be accrued in the personal budget shall be 36 times 1.55% or – in the case of an increased personal budget – 1.8% of the monthly salary on 1 January of the current year on a full-time basis and the maximum balance of the personal budget that can be accrued in accordance with the second paragraph of article 3.2.1 and the increased personal budget in accordance with the third paragraph of article 3.2.1 shall be 300% of the annual accrued personal budget converted to the salary in full-time employment in the current year.
- 2 If the maximum specified in the first paragraph of this article is exceeded, no further personal budget or increased personal budget may be accrued.
- 3 The employee may make agreements with his manager to accrue a higher balance than stipulated in the first paragraph of this article. This agreement must be made in writing during the annual appraisal and may only be made if the balance referred to in the first paragraph of this article is inadequate for the purpose for which the employee wishes to use the personal budget. If the personal budget cannot be used for the intended purpose, agreements shall be made between the manager and the employee on the use of the entire personal budget that has been accrued. If the employee fails to cooperate in making new agreements, the rules on the maximum budget in the first paragraph shall take effect.

Article 3.3 **Extra personal budget**

An employee who is entitled to a personal budget as referred to in Article 3.2, was born before 1958 and has not yet reached the age of entitlement to a state pension, is also entitled to an extra personal budget. The extra personal budget belongs to the employee and is intended to promote the employee 's personal development, with the aim of sustainable employability.

Article 3.3.1 **Amount**

- 1 The extra personal budget is created by the monthly accrual of an amount based on the employee's salary in that month.
- 2 The extra personal budget shall be accrued from 1 January 2008 and shall amount to:
 - for employees born in 1950: 5.7% of the salary
 - for employees born in 1951: 5% of the salary
 - for employees born in 1952: 4.4% of the salary
 - for employees born in 1953: 4% of the salary
 - for employees born in 1954: 3.6% of the salary
 - for employees born in 1955: 3.3% of the salary
 - for employees born in 1956: 3% of the salary
 - for employees born in 1957: 2.9% of the salary
- 3 In derogation from the provisions of paragraph 2, for employees born in 1953 to 1957 inclusive who meet the criteria of Article 6.1.4 paragraph 1 and paragraph 11 of CAO-UMC 2007 (reduction of working hours for employees in direct patient care) the accrual of the extra personal budget is different and amounts to
 - for employees born in 1953: 5.7% of the salary
 - for employees born in 1954: 5% of the salary
 - for employees born in 1955: 4.4% of the salary
 - for employees born in 1956: 4% of the salary
 - for employees born in 1957: 3.6% of the salary
- 4 In derogation from paragraph 2 and paragraph 3, for employees who meet the criteria of Article 12(a).4.2 paragraph 1 of CAO-UMC 2007 (pre-FPU for specific physically demanding jobs) the accrual of the extra personal budget is different and amounts to
 - for employees born in 1949 to 1953: 5.7% of the salary
 - for employees born in 1954: 5% of the salary
 - for employees born in 1955: 4.4% of the salary
 - for employees born in 1956: 4% of the salary
 - for employees born in 1957: 3.6% of the salary
- 5 The accrual of the extra personal budget in accordance with paragraphs 3 and 4 shall end at such time as an employee no longer meets the criteria set out in paragraphs 3 and 4. The employee shall accrue the extra personal budget applicable to the specific category of employees for as long as he remains in the same job. As soon as he moves to another job, the employee will accrue extra personal budget in accordance with paragraph 2. The extra personal budget accrued on the basis of the former job shall be retained.
- 6 The maximum amount that may be accrued for the personal budget after 2010 for employees

who receive an extra personal budget is 1% of the salary.

- 7 Salary that is used by the employee as a contribution to the life-course savings scheme or as a source for participation in a scheme as referred to in Article 18.3 (money for entitlements in kind or extra pension) shall be regarded as salary for the purpose of calculating the extra personal budget.
- 8 During the second year of illness the amount accrued for the personal budget shall be based on 70% of the salary for the part of the year that the employee is sick. The accrual of the personal budget shall be 100% on the salary for the part of the year that the employee is not sick.
- 9 During parental leave or care leave the extra personal budget will be accrued on the reduced salary.

Article 3.3.2 Purposes for which the extra personal budget can be used

- 1 The extra personal budget is to be used to promote sustainable employability. Employees may use the extra budget for one or more of the following purposes:
 - a entitlement to reduction of the standard annual hours at the same salary;
 - b entitlement to a deposit in the life-course savings scheme;
 - c entitlement to buy additional pension provided the pension regulations allow it;
 - d entitlement to a contribution towards the premium for a net pension or net annuity scheme concluded by the employee as referred to in Chapter 5.3B of the Income Tax Act⁶;
 - e entitlement to use it for development and/or training leave.
- 2 The employer shall impose the fewest possible restrictions on the use of the extra personal budget. As far as possible, it shall be untaxed.
- 3 The time needed for development financed from the extra personal budget shall be at the expense of the employee. However, educational leave can also be financed from the extra personal budget.
- 4 The right to reduction of the standard annual hours shall be confined to the extra personal budget for the relevant year. Employees must give notice prior to a new calendar year if they wish to use all or part of the extra personal budget to reduce the standard annual hours. Employees who commence employment in the course of a calendar year may, when commencing employment, make agreements to use all or part of the extra personal budget that is accrued during the rest of the year to reduce the standard annual hours in that same year.
- 5 The contribution towards the premium for a net pension or net annuity scheme concluded by the employee shall be paid to the the employee subject to deduction and payment of the statutory taxes on salaries.⁶ The choice of this purpose relates to the contribution for the calendar year in which the employee makes that choice. The employee may make this choice once in each calendar year, not later than 1 November. For 2015, the choice can be made up until the end of the year. The amount of the extra personal budget used, converted to the net

⁶ The insertion of paragraph 1 under d and paragraph 5 of Article 3.3.2 arise from the supplementary agreement to the Cao UMC 2015-2017 concluded between the NFU and the Ambtenarencentrum and the CMHF concerning the allowance for topping up pensions.

- contribution, may not exceed the full annual premium to be paid by the employee.
- 6 The purposes for which the personal budget can be used shall be discussed in the annual appraisal. Employees shall make a proposal for the use of their personal budget, with an explanation of the reasons. The proposal shall set out how it will increase the employee's permanent employability, as **appropriate to his personal needs**
 - 7 The application for and the agreements on the use of the extra personal budget shall be in writing.

Article 3.3.3 Termination of employment

- 1 The employer shall give an employee who leaves employment after 1 January 2009 an opportunity to use his extra personal budget for one of more of the options referred to in Article 3.3.2. paragraph 1 before the end of his employment.
- 2 An employee who enters employment with another UMC after leaving employment may take his personal budget with him.
- 3 The unused balance of the personal budget shall lapse on the death of the employee.

Article 3.3.4 Maximum amount of personal budget

- 1 From 1 January 2012 the maximum amount that can be accrued in the personal budget shall be 24 times 1.3% of the monthly salary on 1 January of the current year on a full-time basis and the maximum balance of the personal budget that can be accrued in accordance with paragraphs 2 to 5 inclusive of article 3.3.1 shall be 200% of the annual accrued personal budget converted to the salary in full-time employment in the current year.
- 2 If the maximum specified in the first paragraph of this article is exceeded no further extra personal budget may be accrued.

Article 3.4 Options

- 1 An employee who is born before the dates specified in Article 3.2 and who does not avail of a scheme for older employees as referred to in Article 12(a).4.1 CAO-UMC 2007 (pre-FPU regulation), Article 12(a).4.2 CAO-UMC 2007 (pre-FPU for specific physically demanding jobs) and Article 6.1.4 CAO UMC 2007 (reduction of working hours for employees in direct patient care) may opt once, not later than 1 January 2009, for an extra personal budget of 5.7% of the salary.
- 2 An employee as referred to in paragraph 1 who does not avail of a scheme for older employees and of the extra budget of 5.7% shall remain entitled until the end of his employment to:
 - additional hours of age-related leave in accordance with the following table:

<i>age</i>	<i>increase</i>
from 45 to 49	15 hours
from 50 to 54	22 hours
from 55 to 59	36 hours
from 60	44 hours

- on request, reduction of the daily working hours by half an hour per day, for employees aged 60 or older with full working hours;
 - in the event of FPU discharge at 63 years of age or later, a bonus of 15% of the annual remuneration in accordance with Article 12(a).4.1 paragraph 7 and 9 Cao UMC 2007 (pre-FPU regulation) (see appendix N).
- 3 Employees who are born before 1 January 1950 and who entered employment on or after 1 January 2009 are entitled to an extra personal budget of 5.7% of the salary and cannot avail of the options.

Article 3.5 Career advice

The aim of the UMCs is to improve the quality of the annual appraisal and particularly the possibility of making agreements on personal development and career prospects during it. They shall accomplish this by providing extra training for managers and providing clear information to employees, so that they know what items they can raise for the agenda and whether and how agreements will be made about them. Employees are entitled, on request, to receive career advice once every five years from an internal expert to be appointed by the employer. Any decision to hire an external expert shall be made in consultation with the employee.

Article 3.6 Career development

The aim of the UMCs is to improve the quality of the annual appraisal and particularly the possibility of making agreements on personal development and career prospects during it. They shall accomplish this by providing extra training for managers and providing clear information to employees, so that they know what items they can raise for the agenda and whether and how agreements will be made about them. The employer may lay down rules with respect to career development in general and with respect to associated special regulations for determining the salary scale applicable to the employee.

Article 3.6.1 Annual appraisal

- 1 The employee and his immediate superior shall hold an interview every year on the substance and development of the working relationship. The employee and the superior may agree to allow another official to attend all or part of the interview.
- 2 The purpose of the annual appraisal is to evaluate the preceding year and to make agreements for the forthcoming year.
- 3 The employer may adopt further rules with regard to the procedure for annual appraisals.

Article 3.6.1.1 Subjects

- 1 At least the following subjects shall be discussed during the annual appraisal:
 - a the results achieved and the performance of his job by the employee in the preceding year and the expectations for the coming year;
 - b an evaluation of the employee's personal development and job performance, with particular attention to competencies, initiative, communication, drive to achieve results, attitude, training, career prospects and, should the employee or his immediate superior

- wish it, a systematic plan for personal development. The appraisal shall also cover the employee's proposal for the use of the personal budget and the extra personal budget for the purpose of permanent employability. The outcome of the career advice referred to in Article 3.5 may also be discussed.
- c measures for training and development and when they will be carried out will be recorded in writing.
 - d the number of annual working hours, requests to avail of the right to work part-time and the employee's working hours;
 - e the employee's remuneration in relation to his efforts and the results of his work;
 - f the working conditions and the work climate;
 - g the support provided by and the performance of the manager;
 - h outside activities for which permission is required on the basis of Article 9.3 (outside activities).
- 2 The employee and his superior may both raise other items for discussion.

Article 3.6.1.2 Employment status

Decisions may be made on the basis of agreement concerning the employee's employment status during the annual appraisal. No unilateral decisions with negative consequences for the employment status of the employee may be taken. The appropriate procedures must be followed for any such decisions.

Article 3.6.1.3 Reporting and planning

- 1 A written record shall be made of the topics discussed during the annual appraisal interview, any specific agreements that are made and any decisions made by the manager. This record may be in the form of a report or based on a report form. The employee and the manager shall initial the report to signify their approval or, in the absence of agreement, to signify that they have seen it.
- 2 If agreements are made during the annual appraisal interview concerning the employee's personal development, a plan shall also be drawn up for their implementation. The interests of the institution must also be considered as a relevant factor in the plan. The plan may be revised if a change in the circumstances requires it.
- 3 Any agreement made by the employee and the manager on a specific training activity must be implemented as soon as possible, but in any case within three years.
- 4 If the employee's career prospects are discussed during the annual appraisal interview, the manager shall refer the employee to the support that the employer offers for employees, including the right to a periodic career guidance interview with an internal (or external) expert as referred to in Article 3,5.

Article 3.6.2 Assessment

The employer may adopt rules with regard to assessments.

A regulation governing assessments shall in any case contain provisions on:

- a when an assessment will take place and the period it will cover;
- b the aspects to be assessed and the criteria for the assessment;

- c the assessment procedure;
- d the status and the consequences of an assessment;
- e the procedure for lodging an objection;
- f the relationship with the annual appraisal interviews.

Article 3.7 Transfer / different job

- 1 The employer may assign the employee to another job at his request.
- 2 When the interests of the employer demand it, the employee is obliged to accept another job, in the same department and at the same location or otherwise, if it can reasonably be assigned to him in light of his personality, his circumstances and his prospects.

Article 3.8 Temporary alternative work

The employer may temporarily require the employee to perform alternative work, as long as the work can reasonably be assigned to him. However, the employer may not oblige him to perform work instead of strikers, unless the continuity of the health care and/or safety urgently requires it.

CHAPTER 4

Remuneration

Article 4.1 **Payment**

- 1 The employer shall pay the employee's salary on a monthly basis.
- 2 The salary is a monthly sum that is included in one of the salary scales listed in appendices A, B, C and D of this Cao. The monthly amounts stated in the salary scales will be increased permanently by 1% on 1 October 2015 and by 1% on 1 August 2016 and by 1% on 1 August 2017. These salary increases have been incorporated in the salary scales shown in annexes A, B, C and D. The monthly sums are rounded off to full euros.
- 3 In August 2015, the employer shall pay the employees a lump-sum bonus of 0.8% of 12 times the salary in April 2015. This bonus will be paid to employees who were on the payroll in the month of April 2015 and are still on the payroll in August 2015. The minimum amount of the bonus will be € 350 on the basis of full-time employment. Employees with a min-max or zero-hours contract will be paid the bonus in proportion to the average part-time percentage for the period from February to July 2015 inclusive. The bonus shall not be included in the pensionable income.
- 4 In January 2016, the employer shall pay a gross lump-sum bonus of € 200 to employees who are on the payroll during that month, calculated on the basis of full-time employment. Employees with a min-max or zero-hours contract will be paid the bonus in proportion to the average part-time percentage for the period from July to December 2014 inclusive. The bonus shall not be included in the pensionable income.
- 5 If the salary is lower than the monthly amount of the minimum wage for employees of the same age, contrary to the second paragraph, the employer shall pay the relevant employees the minimum wage, or award him an allowance in the amount of the difference.
- 6 The employer shall pay employees who have been employed for part of a year the salary each month on the basis of the average working hours, these being the number of working hours in that year divided by the number of months that he has been employed in that year.
- 7 Employees shall not receive any remuneration for the time when they intentionally fail to perform their work in breach of their obligations.
- 8 The remuneration of an employee shall not be paid longer than up to and including the day of his death.
- 9 On termination of employment, the employer shall settle any excess or shortfall of remuneration paid to the employee.

Article 4.2 **Job grading**

- 1 The employer shall grade the job assigned to the employee in accordance with the FUWAVAZ job grading system.
- 2 FUWAVAZ does not apply to jobs of employees referred to in chapters 13, 14, 15, 16 and 17 or to other physician posts or to the jobs of students. Specific salary scales apply for physicians, students and researchers in training; otherwise the employer shall determine their salary scale in keeping with the remuneration system at the UMC.
- 3 Jobs shall be graded according to job descriptions. A job description is a description of the content of the job such that the relevant salary scale can be determined using the FUWAVAZ system.
- 4 If a position consists of a combination of jobs with different gradings from two job families,

the scale for the job with the higher grade shall only apply if the employee spends at least half of his current working hours performing all the duties pertaining to that job in full.

- 5 The employer may decide to define the content of a job in terms of a FUWAVAZ reference job if it adequately describes the tasks assigned to the employee. In that case, the salary scale for that reference job shall apply.

Article 4.2.1 Procedure for lodging an objection

- 1 An employee who objects to the grading of his job may use the UMC's procedure for lodging an objection to ask the employer to adopt a different grading. In handling objections to job gradings the employer shall receive advice from an advisory committee in which at least two of the members are experts in the field of job grading.
- 2 Before issuing its advice on the grading of the job, the advisory committee shall submit its draft recommendation to a national job grading expert designated by the NFU. This expert shall investigate whether the draft recommendation is based on a correct interpretation of the FUWAVAZ system and notify the local advisory committee of his findings within four weeks, subject to the possibility of a two-week postponement.
- 3 The local advisory committee shall attach the findings of the national job grading expert to its own recommendation.

Article 4.3 Placement on the salary scales and salary guarantee scheme

- 1 The employer shall determine the salary scale for employees having regard to the outcome of the grading of his job and to special regulations for determining the applicable salary scale for the employee. Starting scales are not used.
- 2 On commencing employment the employee shall be awarded the salary that is denoted behind salary number 0 in his salary scale.
- 3 The employer may decide, stating reasons, that the employee cannot yet fully perform the duties of the position assigned to him because he does not yet meet the requirements for the job. In that case the employee may be placed in the next lower salary scale. A training programme shall also be agreed. If the employer decides to make use of this alternative, he shall inform the employee in advance of the criteria by which and the time at which he will evaluate whether the job can be fully assigned to the employee.
- 4 The employer may depart from the provisions of the second and fourth paragraphs by awarding a higher salary.
- 5 An employee who is transferred to a different job with a salary scale that has a lower maximum salary than the scale he is already on shall in any case retain his salary. If that salary is higher than the maximum on the new salary scale, he shall receive the difference in the form of an allowance. The allowance shall also be increased in the event of a general salary increase. An employee who is transferred to a different job on or after 1 April 2015 and who had not yet reached the maximum on his former scale shall also retain the difference in his former scale by means of an increase in the allowance in accordance with the system described in Article 4.3.1, paragraph 4.
- 6 The fifth paragraph does not apply:
 - a if the employer has informed the employee in writing that his job is temporary and that

- the salary scale in which he is placed shall therefore also only apply temporarily;
- b if the employer transfers the employee to a job with a lower salary in connection with incapacity to perform his work due to illness.
 - c if the lower scale is the result of a transfer as a disciplinary measure as referred to Article 11.2, paragraph 1 under c of this cao;
 - d if the employee requests and accepts a transfer to a job on a lower scale (not being the result of a transfer arising from a change in the organisation or a reorganisation);
 - e if the employee accepts a job on a lower scale because he has been found to be unfit for his present job on the grounds of unsuitability for the current job demonstrated in writing by the employer and a programme of improvement has also not produced any results.
- 7 If the employee is 55 or older and voluntarily chooses to accept demotion to a job with a lower salary (not representing a reduction of salary due to shorter working hours), the employer shall ensure that the accrual of pension entitlements is the same as if the employee had retained his former salary. The premium shall be divided between the employer and the employee according to the usual percentages. The employer shall provide this option for as long as the ABP pension scheme regulations permit it.

Article 4.3.1 Salary increase

- 1 The employer shall increase the employee's salary to the next higher amount in the scale if the employer considers that the employee performs his duties satisfactorily.
- 2 The employer may increase the salary to a higher amount in the scale if the employer considers that the employee performs his duties very well or excellently.
- 3 No salary increase shall be awarded if the employer considers that the employee does not perform his duties satisfactorily.
- 4 So long as the employee has not reached the maximum salary in his current salary scale, the employer shall award the salary increases referred to in the first or second paragraph one year after the employee commences employment and subsequently every year.
- 5 The employer may depart from the terms of the fourth paragraph by awarding a salary increase earlier.

Article 4.4 End-of-year bonus

- 1 Employees are entitled to an end-of-year bonus of 8.3% of the basis of calculation applicable to the employee. The bonus shall be paid with the salary for November. Employees who leave employment before 1 November are also entitled to an end-of-year bonus. The bonus shall be paid in the month following the month in which the employment ended.
- 2 The end-of-year bonus shall be calculated over the sum of the salaries that the employee has received in the period from 1 December of the preceding calendar year up to and including 30 November of the current calendar year.
In 2015, the end-of-year bonus will be calculated over the period from 1 January 2015 to 30 November 2015.
- 3 The end-of-year bonus shall be calculated over at least the salary denoted behind salary number 10 in scale 7 in Annex A.

Article 4.5 Holiday allowance

- 1 Employees are entitled to a holiday allowance amounting to 8% of their remuneration.
- 2 For employees who are 22 or older, the holiday allowance shall be at least the monthly amount specified in appendix E.
- 3 For employees who are younger than 22 , the holiday allowance shall be at least the monthly amount referred to in the second paragraph reduced by 10% for every year or part of a year by which they are younger than 22, subject to a maximum reduction of 50%.
- 4 If on the grounds of Article 8.5 (continued payment of remuneration) the employee receives 70% or 85% of his remuneration, he shall be deemed to have received 100% of his remuneration for the purposes of the first paragraph.

Article 4.5.1 Payment of holiday allowance

- 1 The holiday allowance shall be paid once a year over the period of twelve months commencing with the month of June in the preceding calendar year.
- 2 In the event of the dismissal of the employee payment shall be made over the period between the end of the last period for which the holiday allowance was paid and the date of the dismissal.

Article 4.6 Long-service anniversary

- 1 Employees are entitled to a bonus on reaching 25, 40 and 50 years of service amounting to 50%, 100% and 100% respectively of their remuneration in the month in which they reach the anniversary, plus the percentage of the hoparagraphay allowance. The amount shall be rounded off upwards to a multiple of € 2.
- 2 The number of years spent in civilian public service shall be decisive for determining the long-service anniversary.
- 3 Civilian public service shall also include time spent at a special university hospital or university.

Article 4.7 Allowances and bonuses

- 1 The employer may award employees an allowance or bonus. A cash allowance or bonus shall be paid together with the monthly salary, unless due to special circumstances the employer decides otherwise.
- 2 The employer shall withdraw an allowance if the grounds on which it was awarded no longer exist, unless in the opinion of the employer there are circumstances to justify maintaining all or part of the allowance.

Article 4.7.1 Job performance allowance

- 1 The employer may award a job performance bonus to an employee who has reached the maximum salary on his salary scale if the employer considers that the employee has performed his duties very well or excellently.
- 2 The job performance bonus shall be granted for a period of one year. The employer may decide to award the bonus for a longer period if there are special circumstances justifying it.
- 3 The job performance bonus shall not exceed 10% of the employee's current salary.

Article 4.7.2 Allowance for deputising

- 1 If an employee temporarily deputises in a job for which a higher scale applies than for his own job, the salary scale for his own job shall continue to apply. The employer may award him an allowance for as long as he deputises in that job.
- 2 Substituting is defined as the temporary performance of a job other than the employee's own job on the instructions of the employer.

Article 4.7.2.1 Awarding of a substitution bonus

- 1 Employees are entitled to a bonus if they deputise in a position with a higher grade for at least thirty calendar days.
- 2 An employee who is required to deputise for someone else as part of his own job is only entitled to a substitution bonus if he fills the other position in full.
- 3 The substitution bonus shall be paid for the entire period for which the employee acts as substitute in the position.

Article 4.7.2.2 Full substitution

- 1 For full substitution, the substitution bonus is 5% of the mathematical average of the lowest salary number and the highest salary number on the salary scale for the job in which the employee is substituting. The amounts calculated by this method are laid down in appendix F of this CAO.
- 2 Full substitution is defined as deputising for someone in such a way that instead of his own job the employee performs the entire combination of activities of the job in which he is substituting and assumes the responsibilities attached to them.

Article 4.7.2.3 Partial substitution

The bonus for partial substitution amounts to 50% or 75% of the bonus for full substitution.

Article 4.7.3 Allowance for working irregular hours

- 1 Employees for whom any of scales 1 to 10 in appendix A or a salary scale in appendix D of this CAO apply are entitled to an allowance for the regular or fairly regular performance of work, other than as overtime, at times other than between 7.00 a.m. and 8.00 p.m. on Monday to Friday and between 8.00 a.m. and 12.00 p.m. on Saturday.
- 2 Until 1 January 2016, the allowance for working irregular hours shall not be regarded as remuneration for the purpose of paragraph 1 of Article 7.1 (awarding of holidays).⁷
- 3 From 1 January 2016, the allowance for working irregular hours referred to in Article 4.7.3 shall also be paid during holidays. The employer shall determine an average amount for this payment on the basis of the allowances paid in the twelve calendar months preceding the month in which the employee takes holidays. If the employee has not been employed for twelve months, the average amount will be fixed at the average in the calendar months up to the month in which the employee takes holidays.

⁷ Since 1997, the continued payment of the allowance for working irregular hours during holidays has been discounted in the calculation of the percentages shown in Article 4.7.3.1.

Article 4.7.3.1

Calculation of allowance

- 1 The allowance for working irregular hours amounts to the following percentages of the employee's hourly salary for each hour worked: a 47% for the hours on Monday to Friday between midnight and 7.00 a.m. and after 8.00 p.m. as well as for the hours on Saturday between midnight and 8.00 a.m. and after 12.00 p.m.; b 72% for the hours on Sundays and public hoparagraphays as referred to in the third paragraph of Article 6.1 (annual working hours).
- 2 The allowance shall be calculated over an amount no higher than the hourly salary that is derived from the salary denoted behind salary number 10 in salary scale 7.

Article 4.7.3.2

Sliding allowance

- 1 Employees whose remuneration is permanently reduced as a result of the termination or reduction of an allowance for working irregular hours through no fault of their own shall be awarded a sliding allowance.
- 2 Entitlement to a sliding allowance only exists if:
 - a the reduction amounts to at least 3% of the sum of the salary and any job performance allowance, and
 - b at the time of its termination or reduction the employee has been receiving the allowance for at least two years without any interruption of longer than two months.
- 3 The basis of calculation for the sliding allowance is the average monthly allowance for working irregular hours that the employee received over the twelve calendar months preceding the date on which the permanent reduction of his remuneration occurs less the total amount that he will subsequently receive each month in the way of an allowance for working irregular hours, an allowance on the basis of Article 4.7.3.5 or a salary increase other than by virtue of a general salary increase.
- 4 The sliding allowance shall be paid for a term equal to a quarter of the period for which the employee had received the allowance for working irregular hours, up to a maximum of three years.
- 5 The period stipulated for receipt of the sliding allowance in the fourth paragraph shall be divided into three periods of equal duration. During these three successive periods the sliding allowance shall amount to 75%, 50% and 25% of the basis of calculation respectively.

Article 4.7.3.3.1

Sliding allowance for employees aged 57 and older

- 1 Employees aged 57 and over who, at their request, no longer work evening and night shifts or work fewer evening and night shifts shall receive a sliding allowance with effect from the month in which they ceased to work these shifts or started working fewer shifts, provided that they have received the allowance for working evening and night shifts for a period of at least five years without any interruption of longer than two months.
- 2 The basis of calculation for the sliding allowance is the average monthly allowance for working evening and night shifts that the employee received over the twelve months preceding the date on which the permanent reduction in remuneration on account of ceasing to work evening or night shifts or working fewer such shifts occurs, less the allowances for working irregular hours that he actually receives after (partially) ceasing to work evening and

night shifts, any allowance on the basis of Article 4.7.3.5, and any salary increase other than a general salary increase.

- 3 The sliding allowance will be paid for a period equal to a quarter of the period for which the allowance for working irregular hours was paid, with a maximum of three years.
- 4 The duration of the sliding allowance established in accordance with the terms of the third paragraph shall be divided into three equal parts. The sliding allowance during the three successive periods shall amount to 37.5%, 25% and 12.5% of the basis of calculation, respectively.

Article 4.7.3.3.2 Existing entitlements to sliding allowance for irregular hours on 31 December 2013

- 1 Employees who are entitled to a sliding allowance for irregular hours on 31 December 2013 shall remain so entitled in accordance with the sliding allowance referred to below.
- 2 Employees aged 55 and over who, at their request, no longer work irregular hours or work fewer irregular hours shall receive a sliding allowance with effect from the month in which they ceased to work irregular hours or started working fewer irregular hours, provided that they have received the allowance for irregular hours for a period of at least five years without any interruption of longer than two months.
- 3 The basis of calculation for the sliding allowance is the average monthly allowance for working irregular hours that the employee received over the twelve calendar months preceding the date on which the permanent reduction in remuneration occurs, less the total amount that he will subsequently receive each month in the form of an allowance for working irregular hours, an allowance on the basis of Article 4.7.3.5, and a salary increase other than a general salary increase.
- 4 The sliding allowance will be paid for a period equal to a quarter of the period for which the allowance for working irregular hours was paid, with a maximum of three years.
- 5 The duration of the sliding allowance established in accordance with the terms of the third paragraph shall be divided into three equal parts. The sliding allowance during the three successive periods shall amount to 37.5%, 25% and 12.5% of the basis of calculation, respectively.

Article 4.7.3.4.1 Permanent allowance for employees aged 60 and older

- 1 Employees aged 60 and over who no longer work evening and night shifts will be entitled to a permanent allowance, provided that they have received the allowance for working evening and night shifts, whether or not followed by a sliding allowance as referred to in Articles 4.7.3.2 and 4.7.3.3.1, for a period of at least ten years without any interruption of longer than two months.
- 2 The basis of calculation for the permanent allowance is the average monthly allowance for working irregular hours that the employee received over the twelve calendar months preceding the date on which the permanent reduction in remuneration on account of ceasing to work evening or night shifts or working fewer such shifts occurs, less the allowances for working irregular hours that he actually receives after (partially) ceasing to work evening and night shifts.

Article 4.7.3.4.2

Existing entitlements to a permanent allowance on 31 December 2013

- 1 Employees who were entitled to a permanent allowance for irregular hours on 31 December 2013 shall remain so entitled in accordance with the provisions of this article.
- 2 Employees aged 60 and over who no longer work irregular hours shall be entitled to a permanent allowance for irregular hours, provided that they have received the allowance for irregular hours, whether or not followed by a sparagraphing allowance as referred to in Articles 4.7.3.2 and 4.7.3.3.2, for a period of at least ten years without any interruption of longer than two months.
- 3 The amount of the permanent allowance as referred to in the first paragraph shall be equal to the amount that he received on average in the preceding twelve months on the basis of Article 4.7.3.1, 4.7.3.2 or 4.7.3.3.2.

Article 4.7.3.5

Transitional provision

- 1 Employees who were working irregular hours on 1 April 1997 are entitled to an allowance if on that date as a result of the amendment of Articles 4.7.3 and 4.7.3.1 they continued working in the same roster pattern but the number of irregular hours they worked declined by at least 20% compared with the average number of irregular hours worked in 1995 and 1996. If the employee was only working irregular working hours for part of the period 1995/1996, the reference period shall be adjusted proportionally.
- 2 Employees are not entitled to an allowance as referred to in the first paragraph if the number of irregular working hours declined by less than one hour a month.
- 3 The allowance amounts to the difference between the old and the new allowance for working irregular hours as fixed on the basis of the comparison as of 1 April 1997 referred to in the first paragraph.
- 4 The entitlement to the allowance shall lapse if at his own request the employee starts working in a different roster pattern or in a job with a different roster pattern from that in which he worked on 1 April 1997. The allowance shall be retained if a change occurs in the roster pattern as a result of a decision by the employer, with the understanding that any additional income arising from the change in the shift pattern shall be deducted from the allowance. If the entitlement to the allowance ends entirely as a result of a decision by the employer, Article 4.7.3.2 applies mutatis mutandis.
- 5 Employees who do not meet the conditions for an allowance as referred to in the above provisions but whose income from the allowance for irregular working hours has nevertheless declined by more than EUR 9 a month according to the comparison referred to in the first paragraph are entitled to an allowance of EUR 9 per month. Entitlement to this allowance shall be assessed at the end of each year.

Article 4.7.4 On-call and standby shift

- 1 A shift is an on-call shift if the employee must remain on call to perform unpredictable, urgent work as required at the workplace outside his normal working hours.
- 2 A shift is a standby shift if the employee must be present in the UMC during an on-call shift.
- 3 The allowance for on-call and standby shifts is not included in the remuneration as referred to in paragraph 1 of Article 7.1 (awarding of holidays).⁸

Article 4.7.4.1 Calculation of allowance

- 1 Employees for whom any of the scales 1 to 10 of annex A or a salary scale in annex D of this CAO apply are entitled to an allowance if they are instructed to work on-call or standby shifts.
- 2 The allowance amounts to a percentage of the hourly salary for every hour that the employee is on call equal to:
 - a 6% of the hourly salary for the hours on Mondays to Fridays
 - b 12% for the hours on Saturdays, Sundays and public hoparagraphays as referred to in the third paragraph of Article 6.1.
- 3 The allowance shall be calculated over at least the hourly salary that is derived from the salary denoted after salary number 9 in salary scale 3 and at most the hourly salary that is derived from the salary denoted behind salary number 10 in salary scale 7.
- 4 The allowance calculated on the basis of the first and second paragraphs shall be increased by 25% for the hours when the employee has a standby shift.

Article 4.7.4.2 Work performed during shifts

- 1 Employees are entitled to an allowance for the time during which they perform work during an on-call or a standby shift. The employer shall decide after consulting the employee whether the allowance shall consist of leave equal to the number of hours worked or a sum of money based on the employee's hourly salary.
- 2 In addition to the compensation referred to in the first paragraph, the employer shall pay an allowance for each hour of work performed equal to:
 - a 47% of the salary for each hour worked on Mondays to Fridays between midnight and 7.00 a.m. and after 8.00 p.m. as well as for the hours on Saturdays between midnight and 8.00 a.m. and after 12.00 p.m.;
 - b 72% of the salary for each hour worked on Sundays and public hoparagraphays as referred to in the third paragraph of Article 6.1.
- 3 The allowance shall be calculated over a maximum of the hourly salary that is derived from the salary that is denoted by salary number 10 in salary scale 7.
- 4 The period during which the employee is deemed to have performed work during an on-call shift shall commence at the moment the employee who has been instructed to work leaves his place of residence and shall end at the moment the employee returns to his place of residence. The time shall be rounded up or down to the nearest half hour.

⁸ Since 1997, the continued payment of the allowance for on-call and standby shifts during holidays has been discounted in the calculation of the percentages referred to in Article 4.7.4.1.

- 5 In the case of a standby shift, every period for which the employee is called upon to perform work shall be rounded off upwards to the nearest half hour.

Article 4.7.4.3 Travel expenses

Employees are entitled to an allowance for the travel expenses they are required to incur for the purpose of performing on-call shifts on the basis of the provisions of chapter 5 concerning reimbursement of expenses for business trips.

Article 4.7.5 Bonuses for other reasons

The employer may in special cases grant employees or groups of employees a bonus on grounds other than those specified in this chapter.

Article 4.7.6 Overtime

- 1 It is overtime if the employer occasionally instructs an employee to perform work at times whereby his normal working hours are exceeded.
- 2 Work that is performed less than half an hour prior to or immediately following the employee's normal working hours shall not be regarded as overtime.

Article 4.7.6.1 Allowance for overtime

- 1 Employees for whom any of the scales 1 to 10 in appendix A or a salary scale in appendix D apply are entitled to compensation for working overtime.
- 2 The employer shall allow the employee to take time off in lieu of the overtime within a period of thirteen weeks after it has been worked on the basis of equal time off for the additional hours worked.
- 3 If compensation in time off has not been possible within a period of thirteen weeks the employee is entitled to:
 - a compensation in leave, equal to 150% of the additional hours worked, or
 - b compensation in leave, equal to the additional hours worked, as well as a cash sum amounting to 50% of the hourly salary of the employee for each additional hour worked.
- 4 The employer shall decide after consulting the employee whether to grant the compensation referred to under a. or under b. of the third paragraph.
- 5 The time off in lieu of overtime shall be taken, and where applicable the monetary compensation will be paid, as far as possible in the month following the period of thirteen weeks referred to in the second paragraph.
- 6 If substantial interests of the institution are opposed to providing compensation as referred to in the third paragraph, the employer may decide that the compensation shall consist entirely of a sum of money, which shall in that case amount to 150% of the employee's hourly salary for each additional hour worked.

Article 4.8 Labour market-related bonus/Loyalty premium

The employer may award a labour market-related bonus or a loyalty premium for reasons of recruiting or retaining an employee.

Article 4.8.1 Labour market-related bonus

- 1 The labour market-related bonus shall amount to not more than the difference between the employee's salary and the maximum salary in the next higher salary scale. In special cases the employer may deviate from the terms of this provision.
- 2 If the employer withdraws the labour market-related bonus from an employee who has been receiving it for at least five years, the employee shall be entitled to a spargraphing bonus for a period of one year, to be paid in four quarterly payments of 100%, 75%, 50% and 25% respectively of the original bonus.

Article 4.8.2 Loyalty premium

- 1 When awarding a loyalty premium the employer shall determine the period during which the employee is expected to continue in employment with the UMC in order to qualify for payment of the loyalty premium.
- 2 The loyalty premium shall be paid at the end of the stipulated period.
- 3 The employer may pay part of the loyalty premium to an employee whose contract of employment is terminated within the stipulated period for reasons that in the opinion of the employer are not the fault of the employee.

Article 4.9 Promotion of mobility

- 1 The employer may, if in his opinion the employee should perform another job, award the employee a bonus or an allowance for reasons of mobility.
- 2 The mobility bonus shall amount to not more than the difference between the employee's salary and the maximum salary in the next higher salary scale. In special cases the employer may deviate from the terms of this provision.
- 3 With the approval of the works council, the employer may adopt further rules concerning the award of a mobility benefit.

Article 4.10 Performance bonus

The employer may award employees a bonus for the effort they have shown, for outstanding performance of their job, for exceptional achievements or on other grounds.

Article 4.11 Leave for military service and duties in emergency services

Leave for military service does not apply due to the suspension of conscription. If a non-Dutch employee is called up to perform military service abroad, the provisions governing leave for military service in Articles 4.11 and 7.2 CAO-UMC 2007 apply. An employee who is on leave by virtue of Article 7.2 under b (leave prescribed by law) shall retain the salary for his job during the period of this leave. The allowance for working irregular hours and the allowance for on-call and standby shifts do not count as part of the salary in this context.

Article 4.12 Political leave

If the employee receives a regular payment from a position in a public-law body to which he has been appointed or elected and the employer, unless the interests of the institution dictate otherwise, grants him special leave to attend meetings and sessions of that body

and to perform work arising from that position, the employer shall withhold a sum from his salary over the period that he is on leave. The amount withheld shall not exceed the amount the employee can be deemed to have received as regular remuneration during the period spent in that function corresponding with the leave.

Article 4.13 Salary while on non-active status

The employer shall award a salary while on non-active status to employees who are temporarily granted dispensation from performing their job in connection with the work arising from a position in a public-law body to which they have been appointed or elected during the period of dispensation on the grounds of Sections 4 and 5 of the Incompatibility of Office (States General and the European Parliament) Act (*Wet Incompatibiliteiten Staten-Generaal en Europees Parlement*).

CHAPTER 5

Allowances and expenses

Article 5.1 **Business trips in the Netherlands**

- 1 For the purpose of the reimbursement of travel expenses, the UMC is the starting point and end point of a business trip within the Netherlands.
- 2 Contrary to the first paragraph, the employer may regard the employee's residence or another place as the start or end point of a business trip, unless the UMC is visited during the trip.

Article 5.1.1 **Public transport**

- 1 The employer shall reimburse the public transport expenses incurred by the employee in connection with the business trip.
- 2 Employees who travel by train during a business trip are entitled to travel first class.
- 3 If an employee uses his own public transport season ticket for a business trip the travel expenses to be reimbursed shall be imputed on the basis of the price that would have to be paid on the route concerned without a season ticket.

Article 5.1.2 **Taxi**

The employer shall reimburse the costs incurred by an employee for the use of taxis during a business trip if in the opinion of the employer that transport was in the interests of the institution.

Article 5.1.3 **Personal vehicle**

- 1 If in the opinion of the employer it would be impossible or inefficient to make the business trip with public transport, the employer may grant the employee permission to use his own motor vehicle. The employee shall be reimbursed the maximum tax-free mileage allowance per kilometre. The employee shall receive an allowance of € 0.28 per kilometre for travel expenses.
Kilometres for commuting and for business trips may be swapped so that the unused tax-free kilometres for commuting can be set off against the taxed portion of the allowance for business trips.
- 2 If a business trip can be effectively undertaken by public transport, employees who choose to use their own vehicle shall receive a mileage allowance of € 0.09 per kilometre.

Article 5.1.4 **Accommodation expenses**

- 1 The employer shall reimburse the reasonable costs for meals, accommodation and minor expenses incurred during a business trip.
- 2 There is no entitlement to reimbursement of accommodation costs for a business trip:
 - which is shorter than four hours, or
 - which is made in the place where the UMC is established.
- 3 The employer shall pay a daily allowance for minor expenses during business trips of € 2.75 per day, unless the provisions of the second paragraph apply.

Article 5.1.5 **Declaration of expenses**

- 1 The employer shall reimburse travel and accommodation expenses during business trips on the basis of statements of expenses.

- 2 Travel and accommodation expenses during business trips must be claimed in the manner prescribed by the employer and with submission of the necessary documentary evidence.
- 3 Entitlement to reimbursement shall lapse if the employee fails to submit the statement of expenses within three months after the month to which the statement applies.

Article 5.2 International business trips

The employer shall reimburse travel and accommodation costs for international business trips on the basis of the regulations that apply for central government personnel. The employer may decide to depart from this provision for some or all of his employees and reimburse the actual costs that have been incurred on submission of receipts, insofar as the costs incurred remain within the bounds of reasonableness and fairness.

Article 5.3 Commuting

- 1 With the approval of the works council, the employer shall lay down rules governing the reimbursement of the costs of daily commuting between home and the UMC.
- 2 The rules referred to in the first paragraph must observe the following basic principles:
 - the rules shall apply exclusively to employees who have not been obliged to move;
 - no distinction shall be made between those who maintain their own household do and those who do not;
 - part-time workers shall be paid the commuting allowance in proportion to the number of days they work in a week;
 - the employer may if necessary refer to a local transport plan in drawing up the rules.

Article 5.4 Requirement to live in a particular area

- 1 The employer may oblige an employee to move to or continue living in or close to the municipality that is designated as his place of work or in which his place of work is located if the employer considers this to be necessary in connection with the proper performance of his job.
- 2 Employees on whom the obligation referred to in the first paragraph is imposed are bound to comply with it as soon as possible, but not later than two years after the obligation is imposed.
- 3 With the approval of the works council, the employer may lay down further rules pertaining to the area in which the employee is obliged to live.

Article 5.4.1 Removal costs

- 1 Employees who are obliged to move are entitled to reimbursement of the removal costs if the move is in compliance with the requirement to move.
- 2 If any other claim to reimbursement of removal costs already exists the employer shall grant only an allowance for the additional costs, with the understanding that the fourth paragraph of Article 5.4.2 applies mutatis mutandis to the other costs arising directly from the move.
- 3 An employee whose employment is terminated at his own request or who is dismissed as a result of facts or circumstances for which they are to blame must repay the allowance for removal costs if their employment is terminated within two years of the commencement of

employment or within one year of the move.

- 4 Employees are only entitled to the reimbursement of removal costs if they have declared in writing that they are aware of the repayment obligation referred to in the third paragraph.
- 5 Employees are not entitled to the removal allowance if the move has not taken place within two years after the obligation to move has been imposed.

Article 5.4.2 Removal allowance

- 1 The removal allowance consists of:
 - a a sum for the costs of the transport of the belongings and house contents of the employee and his family members, including the costs of packing and unpacking breakable goods (transport costs);
 - b a sum for any double payment of rent;
 - c a sum for all other costs directly arising from the move (other costs).
- 2 The sum for the transport costs may relate both to costs incurred personally by the employee and to costs charged by a certified removals firm. In both cases, the basic principle is that the costs actually incurred shall be reimbursed. The employer may lay down further rules concerning the method of declaring expenses.
- 3 The allowance for the double payment of rent shall amount to not more than the amount of the rent of the employee's former home for a period of two months.
- 4 The allowance for other costs is 10% of the basis of calculation if the employee has actually moved within a period of one year of the date on which the requirement to move was imposed, and 8% if the move took place in the following year. The basis of calculation is twelve times the employee's salary in the month of the calculation plus the hoparagraphay allowance for the month of the calculation. The allowance for other costs shall not amount to more than EUR 5,445. If the move involves a family in which the employer has required both partners to move, the allowance for other costs shall be calculated up to this maximum amount over the sum of the basis of calculation of both partners.

Article 5.4.3 Relocation from abroad

- 1 The allowance for the removal costs of an employee moving from abroad shall consist of the amounts specified in the first paragraph of Article 5.4.2 as well as:
 - a reimbursement of the costs for the transport of the employee and his family members to the new home and, if necessary, the costs of overnight accommodation;
 - b reimbursement of the costs of one or more trips that the employee and his family members have had to make in the country of departure to comply with formalities required in connection with the trip.
- 2 In the case of a move as referred to in the first paragraph, transport costs as referred to in the first paragraph of Article 5.4.2 under a. shall also include:
 - a a sum for the taxes charged on the import of the belongings and house contents;
 - b a sum for the costs of insuring the belongings and house contents against damage as a result of or connected with the move;
 - c a sum for the costs of packing the belongings and house contents, the costs of disassembling and reassembling furniture and/or the disposal of packaging.

Article 5.4.4 Travel and guest house costs

- 1 Employees who have been required to move are entitled to an allowance for the costs of daily commuting between the home and the UMC during the period in which the move has not yet taken place. This allowance shall be granted for a period of not more than two years commencing from the date on which the requirement to move was imposed. The allowance is equal to the costs of travelling the route by public transport (for trains: 2nd class) up to a maximum of EUR 190 a month, which sum shall be reduced by a sum of EUR 35.
- 2 For employees as referred to in the first paragraph who in the opinion of the employer cannot commute every day, the employer shall arrange temporary accommodation, for payment or otherwise, or provide an allowance for the costs of staying in a guest house amounting to not more than EUR 182 a week. The employer may in special cases give the employee an allowance for the travel costs for family visits or for visits to his own home not more than once a week. The allowance is equal to the costs of travelling the route by public transport (for trains: 2nd class).
- 3 Contrary to Article 5.3, the employer may grant employees who are not obliged to move because they have a temporary employment contract for not longer than two years an allowance for costs as referred to in the first or second paragraph.
- 4 The allowances referred to in this article shall not be paid if the employee is sick for more than a month, unless the expenses are unavoidable.

Article 5.4.5 Advance

The employer may at the request of the employee give an advance on the allowances referred to in Articles 5.4.1 to 5.4.4.

Article 5.4.6 Hardship clause

The employer may make a further decision in individual cases which are not or are manifestly not reasonably provided for in Articles 5.3 to 5.4.5.

Article 5.5 Reimbursement of telephone expenses

- 1 Employees are entitled to an allowance for the costs of business calls made with their private telephone.
- 2 The telephone expenses shall be reimbursed on the basis of a statement of expenses, which must be accompanied by a copy of an itemised telephone bill showing the costs that the employee has incurred.
- 3 The employer may lay down further rules for the reimbursement of costs incurred for any other forms of telecommunication.

Article 5.6 Meals allowance

- 1 The employer shall provide a meal for employees who are instructed to perform more than two hours of overtime immediately after their working day or employees who perform work for more than two hours during an on-call or standby shift and are consequently unable to partake of their meal at the usual time and place.
- 2 The meal shall be provided from the hospital's own restaurant.

- 3 If no meal can be provided from the hospitals' own restaurant, the employer shall reimburse the actual costs of a meal eaten elsewhere in accordance with the provisions of the first paragraph of Article 5.1.4.

Article 5.7 /

Article 5.8 **Registration/re-registration under the Individual Health Care Professions Act (BIG)**

Employees, not being academic medical specialists within the meaning of chapter 15, who must register under section 3 of the Individual Health Care Professions Act (BIG) are entitled to reimbursement by the employer of the costs of registration or re-registration if these are necessary on account of the position they hold with the employer.

Annual working hours and weekly working hours

Article 6.1 Annual working hours

- 1 The full-time annual working hours amount to 1,872 hours per year and an average of 36 hours per week.
- 2 The annual working hours referred to in the first paragraph shall be reduced by 7.2 hours for every public holiday that does not fall on a Saturday or Sunday.
- 3 Public holidays are New Year's Day, Easter Monday, Ascension Thursday, Whit Monday, Christmas Day, 26 December, the day on which the King's Birthday is celebrated, once every five years on 5 May in a jubilee year (for the first time in 2020) and any public holidays added to the list by the employer.
- 4 The hours during which an employee is on a standby shift and does not perform work do not count in determining the full working hours as referred to in the first paragraph.

Article 6.1.1 Extension of full-time annual working hours

- 1 The employer and the employee may agree that an employee who is employed on the basis of full-time annual working hours as referred to in the first paragraph of Article 6.1 may temporarily perform an additional 208 hours of work each year. Employer and employee may thus agree an average working week of 37, 38, 39 or 40 hours.
- 2 The following conditions apply to the extension of the annual working hours:
 - a the request by or on behalf of the employer shall as far as possible be made during the annual appraisal interview and relate to the following year;
 - b agreements on the scope and duration of the extension of the working hours shall be recorded in writing;
 - c the allowances, pension accrual, accrual of leave, employer's contribution to the life-course savings scheme (until 1 January 2014) and other terms of employment relating to salary and working hours shall be based on the temporary working hours agreed between the employer and the employee and the associated salary.

Article 6.1.2 Reduction of full-time annual working hours

- 1 Employees with a contract of employment for 1,872 hours a year as referred to in the first paragraph of Article 6.1 may on request temporarily perform up to 184 hours of work less each year than is provided for by their full-time appointment.
- 2 The following conditions apply to the reduction of working hours:
 - a the request by the employee shall if possible be made during the annual appraisal interview and relate to the following annual period;
 - b the request by the employee shall be granted, unless there are substantial interests of the institution opposed to it;
 - c agreements on the scope and duration of the reduction of working hours shall be recorded in writing;
 - d an amount corresponding to the hourly salary that applies for the employee shall be withheld from the employee's salary for each hour less to be worked;
 - e during the period of reduced working hours the accumulation of the pension and the division of the payment of the pension premium between the employee and the competent authority shall remain unchanged, so long as the reduction is non-recurring;

f no holiday entitlement shall be accrued over the fewer hours worked.

Article 6.1.3 /

Article 6.1.4 /

Article 6.2.1 Normal working hours on the day shift

The preferred daily working hours are between 7.00 a.m. and 6.00 p.m. on Monday to Friday, unless the employee has alternating working hours.

Article 6.2.2 Public Holidays

- 1 Unless the interests of the institution make it unavoidable, employees shall not be required to work on Saturdays and Sundays or on New Year's Day, Easter Monday, Ascension Thursday, Whit Monday, Christmas Day, 26 December, the day on which the King's Birthday is celebrated and once every five years on 5 May in a jubilee year (for the first time in 2020).
- 2 Unless the interests of the institution make it unavoidable, instead of the Christian holidays referred to in the first paragraph employees shall on request not be required to work on the holidays associated with their religious beliefs for up to a maximum of five days per year.

Article 6.2.3 Non-standard working hours and shifts

- 1 The employer may instruct an employee to work irregular hours as defined in Article 4.7.3 (allowance for working irregular hours).
- 2 The employer may instruct an employee to work on-call or standby shifts as defined in Article 4.7.4.
- 3 The employer may instruct an employee to work overtime as defined in Article 4.7.6 (overtime).
- 4 From 1 January 2014, employees aged 57 and over may only be instructed to work evening and night shifts, perform on-call or standby shifts in the evenings or at night, or work overtime in the evenings or at night with their consent.
- 5 Until 1 January 2014, the provisions set out in paragraph 4 apply to employees aged 55 and over as regards working irregular hours, performing on-call or standby shifts or working overtime.
- 6 Employees aged 55 and over on 31 December 2013 who, at their request, ceased to work irregular hours as referred to in Article 4.7.3.3, paragraph 2, on or before 31 December 2013 may only be instructed to work irregular hours with their consent.

Article 6.3 Duty roster

- 1 The employer shall draw up a duty roster for employees who have alternating working hours under the working hours regulations.
- 2 The roster shall in any case include the shifts to be worked and the working hours.
- 3 The employer shall notify the individual employees of their duty rosters as soon as possible, but at least ten calendar days before the start of the period covered by the roster.

Article 6.3.1 Other provisions concerning the duty roster

- 1 Employees are entitled to at least 22 weekends off in a calendar year.
- 2 The change of shifts shall take place within working hours.
- 3 The greatest possible consideration shall be given to the health of employees in drawing up rosters of working hours.
- 4 The employer shall notify an employee as soon as possible if substantial interests of the institution require a change to a roster that has already been adopted. The employer shall reimburse any associated costs if as a result of a change in the roster the employee suffers demonstrable financial disadvantage which he cannot reasonably be expected to bear.
- 5 If no agreement is reached with the employee on changes to be made to a previously adopted duty roster, the employer may issue an official order to the employee. Every year the works council shall receive a report, without the names of individuals, on the number of official orders that were issued for this reason.

Article 6.4 Annual hours system

- 1 The basic principle in the adoption of working hours regulations is that each year employees shall work the number of hours prescribed in their letter of appointment or contract of employment. In this annual working hours variant a work pattern shall be agreed which clearly reflects both the work pattern and clusters of time off.
- 2 The application of a wider distribution of the working hours over the year shall not be accompanied by the introduction of imbalanced work patterns for the individual employee.
- 3 The employer shall decide in consultation with the employee on the arrangement of his working hours and work pattern, taking into account the interests of the organisation or group and the interests of the employee. The consultation shall take place between the manager and the employee. If the individual's wishes cannot be reconciled with the preference of the group, the interests of the organisation shall prevail. The work pattern may be changed in the interim by mutual agreement.
- 4 If no agreement can be reached between the manager and the employee after the reasons have been explained in writing, a mediator shall be appointed with a view to finding an amicable solution. The mediator may not be a person who is directly involved in the working relationship.
- 5 The mediator shall report to the employer and the works council on all cases of mediation.

Article 6.4.1 Transitional provision

Entitlement to time off accrued up to 1 February 1992 by virtue of individual agreements under the savings variants of the reduction of working hours (ADV) scheme shall be retained in full.

CHAPTER 7

Holidays, leave and special leave

Article 7.1 **The granting of holidays**

- 1 The employer shall grant employees holidays with retention of salary in every calendar year in compliance with the provisions of and pursuant to Articles 7.1.1 to 7.1.6/ 7a.1.6.
- 2 Holidays shall be granted unless the interests of the institution dictate otherwise.
- 3 Holidays that have not been requested shall not be granted if the employer considers that there are valid reasons preventing the employee from taking them.

Article 7.1.1 **Holiday entitlement**

- 1 The holiday entitlement amounts to 9% of the employee's annual working hours as set out in the letter of appointment or the contract of employment and is expressed in whole hours.
- 2 Employees are not entitled to holidays if and for as long as the second paragraph of Article 8.5.5 under e. or f. (no entitlement to remuneration) or Article 8.5.6 (sanctions) applies.
- 3 Employees who were entitled to eight extra hours of holidays before 1 May 1994 by reason of the fact that their salaries were equal to or more than the maximum salary on scale 9 shall retain this additional holiday entitlement until such time as they become entitled to a similar amount of additional holidays by reason of their age under the terms of the second paragraph of this article.

Article 7.1.2 **Special provisions**

- 1 If employment commences or is terminated in the course of a calendar year the employer shall fix the holiday entitlement in proportion to the duration of the employment in that calendar year.
- 2 If the employee's working hours are changed the employer shall again determine the entitlement to holidays over the remaining portion of the relevant calendar year, taking into account the new working hours. The holiday entitlement accumulated up to the date of entry into force of the change in the working hours shall be retained.
- 3 Employees shall acquire no holiday entitlement during periods when they perform no work at all. An employee who performs work for only part of the stipulated working hours shall accumulate entitlement to holidays in proportion to the share of the working hours during which he actually performs work. The first and second sentences apply to the extent that an employee has performed no work or only part of his work during a continuous period of at least 30 calendar days.
- 4 The third paragraph does not apply if the employee has performed no work or performed work for only part of his stipulated working hours by reason of:
 - a the agreed working hours regulation;
 - b holidays;
 - c illness;
 - d maternity leave;
 - e a period in military service for retraining exercises.
- 5 Until 1 January 2014, in addition to paragraph 4c above, entitlement to holidays as referred to in Article 7.1.1, paragraph 1, during illness shall be 7.7% of the working hours specified in the employee's letter of appointment or employment contract and shall be expressed in complete hours.

Article 7a.1.2 Holiday entitlement

- 1 The provisions of the third and fourth paragraphs of Article 7.1.2 do not apply to employees of Radboud UMC and VUMC. They are subject to the provisions of Articles 7:634 and 7:635 of the Netherlands Civil Code.
- 2 The reduced holiday entitlement during illness as referred to in the fifth paragraph of Article 7.1.2 applies *mutatis mutandis* until 1 January 2014

Article 7.1.3 Taking holidays

- 1 The holidays shall be taken as far as possible in continuous periods of at least four hours.
- 2 Employees are obliged to take holidays for a continuous period of at least two weeks in every calendar year.
- 3 Unless otherwise agreed, no more than one and a half times the holiday entitlement for a calendar year may be taken in that year.
- 4 Employees who become ill during the holidays shall retain their entitlement to the holidays that are not taken. The employee must notify the employer of the illness in good time, in accordance with the procedures concerning sick leave laid down by the employer. Employees who have been unable to comply with this requirement must subsequently provide proof of the illness.
- 5 An employee is in principle entitled to assume that the leave has been granted if at the time he requests a period of short-term leave from his manager the latter has not expressed any objection to granting it.
- 6 The employer shall lay down rules for taking holidays in consultation with the works council, including rules for determining the moment at which the employee is entitled to assume that he has been given permission to take holidays.
- 7 Permission to take holidays may be withdrawn both before and during the holidays if substantial interests of the institution require it. The employer shall compensate the employee for any demonstrable financial damage that the employee has sustained and cannot reasonably be expected to bear as a result of this withdrawal of permission.

Article 7.1.4 Carrying over of holidays

- 1 The guiding principle is that holidays must be taken in the calendar year during which the holiday entitlement is acquired. If they are not, the employee and his superior shall consult to make arrangements as to when to take any unused holidays from the previous calendar year or, where applicable, earlier calendar years.
- 2 The previous paragraph also applies in the event of illness, it being understood that no holidays will be taken during illness if the employee is not reasonably capable of doing so.
- 3 If the employee has not been given his full holiday entitlement in any calendar year, the employer shall, without prejudice to the provisions of the third paragraph of Article 7.1.3, as far as possible grant those holidays in a following calendar year.

Article 7.1.5 Bridging days

- 1 The employer may designate up to three working days in a calendar year on which one or more groups of employees must take holidays.

- 2 These days shall be designated prior to each new calendar year and only with the approval of the works council.

Article 7.1.6 Discharge and holidays

- 1 Employees who are still entitled to holidays on the date of their discharge have a right to an allowance amounting to the hourly salary that the employee received immediately prior to the discharge for every hour of the holiday entitlement that has not been taken. This allowance shall be calculated over a maximum of twice the employee's holiday entitlement over a full calendar year.
- 2 If on the date of his discharge the employee has taken too many days of holiday the employer may charge him a sum amounting to the hourly salary that the employee received immediately prior to his discharge for every hour of excess holidays that have been taken.

Article 7a.1.6 Discharge and holidays

Contrary to the terms of the second sentence of the first paragraph of Article 7.1.6, for employees of Radboud UMC and VUmc the allowance shall be calculated over a maximum of five times the employee's holiday entitlement over a full calendar year.

Article 7.2 Leave prescribed by law

Employees are on leave by operation of law if:

- a they are prevented from performing their work through incapacity for work due to illness or disability;
- b they are participating as an emergency relief worker in the emergency relief service as referred to in the Provisions Relating to the Legal Status of Emergency Relief Workers Act (*Wet rechtspositionele voorzieningen rampbestrijders*).

Article 7.3 Special leave

- 1 Employees are entitled to special leave in the situations specified in Articles 7.3.2, second paragraph, to 7.3.5 if and to the extent that they should work on those days according to the working hours regulation that applies for them.
- 2 As a rule, employees must request special leave at least one working day in advance, except in urgent, unforeseeable situations.
- 3 Special leave shall be granted to employees who are not employed full-time in proportion to their working hours or in accordance with principles of reasonableness or fairness.

Article 7.3.1 Exercise of voting rights and compliance with a statutory obligation

The employer shall, on request, grant an employee leave at his own expense to exercise his voting rights and to comply with a statutory obligation.

Article 7.3.2 Personal circumstances

- 1 The employer shall, on request, grant an employee leave at his own expense for the following events:
 - giving public notice of the intention to marry: one day;

- to attend a marriage of blood relatives and relatives in the first and second degree: one day.
- 2 The employer shall grant employees special leave with retention of salary for the following events:
 - for his marriage: one day;
 - for the execution of the notarial deed with respect to cohabitation: one day;
 - for the registration of his partnership: one day;
 - to attend the confinement of his partner if this prevents the employee from performing his work: a short period to be determined in fairness;
 - after delivery by his partner, subject to the conditions referred to in Section 4:2 of the WAZO: two days;
 - on the death of blood relatives or relatives in the first degree: four days;
 - on the death of blood relatives or relatives in the second degree: two days;
 - for the performance of formalities relating to adoption: up to three days per child;
 - for moving house: one day per calendar year.

The following articles apply in addition to the WAZO. Spome sections from the WAZO are reproduced in Appendix O to this CAO.

Article 7.3.3 **Emergency leave**

The employer shall grant employees special leave on the grounds of Article 4:1 of the Work and Care Act on full pay to deal with emergencies arising from very special personal circumstances or in connection with the performance of an obligation imposed by law or the government for which the employee receives no financial compensation.

Article 7.3.4 **Short-term care leave**

- 1 The employer may grant employees short-term care leave on the grounds of Article 5.1 of the Work and Care Act, it being understood that such leave – in derogation of Article 5.2 of the Work and Care Act – will amount to no more than three times the number of working hours per week in any period of twelve consecutive months.
- 2 Employees are entitled to continue receiving 70% of their salary during the leave referred to in the first paragraph.
- 3 The entitlement referred to in the second paragraph shall at least be an amount that corresponds with 70% of salary number 10 in salary scale 6 in appendix A, with the understanding that the entitlement shall not exceed the employee's regular salary.
- 4 The provisions of Article 8.5.2 (calculation of allowances) shall apply mutatis mutandis.

Article 7.3.5 **Maternity leave**

- 1 Employees are entitled to maternity leave in connection with childbirth on the basis of Section 3.1 of the Work and Care Act.
- 2 If the conditions for being awarded a financial allowance under the Work and Care Act are met but no financial allowance was awarded because the employee did not submit an application, the employer shall apply the financial allowance under the Work and Care Act

mutatis mutandis. In that case, the financial allowance that the employee would have been awarded if she had submitted an application shall be taken into account.

- 3 The employer shall inform employees about the consequences of not applying for a benefit.

Article 7.3.6 Leave for adoption and foster care

Without prejudice to the provisions of Article 7.3.2, employees are entitled to leave without retention of salary in accordance with the provisions of Article 3.2 of the Work and Care Act in connection with the adoption of a child.

Article 7.3.7 /

Article 7.3.8 Leave for union activities

- 1 The employer shall allow an employee to take part in activities of the trade union of which he is a member, unless the interests of the institution dictate otherwise. In addition to the definition in Article 1.1 (definitions), for the purposes of this article union also includes an affiliated association.
- 2 The following regulations apply for employees with full-time working hours:
 - a an employee who has been appointed as a member of the executive or as a delegate may be granted up to 120 hours of paid special leave a year to attend official meetings under the rules of the union;
 - b employees who are designated by the union to act as its first point of contact within the UMC or to perform administrative or representative activities in support of the objectives of the union may be granted up to 208 hours of special paid leave each year;
 - c employees who take part in a course at the invitation of the union may be granted up to 48 hours of special paid leave every two years.
- 3 The total amount of leave referred to in the second paragraph under a., b., and c. shall not exceed 240 hours per year; the maximum total leave for an employee who is a member of the executive of the union shall not exceed 320 hours a year.
- 4 Leave for union activities shall be granted pro rata to employees who work less than full-time working hours.
- 5 Unless other interests of the institution dictate otherwise, employees shall be granted special leave with retention of salary to attend meetings of committees for organised consultation on matters concerning public sector personnel, including one preliminary meeting for each meeting.

Article 7.3.9 Other cases

The employer may also grant short or long periods of special leave, with or without retention of salary, in those cases where it feels there is cause to do so.

CHAPTER 8

Illness and incapacity for work

Article 8.1 Definitions

In this chapter the following definitions apply:

- a **occupational health care counselling**: counselling provided with a view to preventing or ending an employee's inability to perform his work due to illness or disability and incapacity for work;
- b **medical examination**: an examination carried out by or on behalf of the Implementing Body for Employee Insurances (UWV) or an examination carried out by a doctor appointed by the employer at the employer's expense;
- c **medical certificate**: a medical certificate issued on the basis of a medical examination;
- d **IVA benefit**: a disability benefit as referred to in chapter 6 of the WIA.
- e **suitable work**: suitable work as referred to in Article 30 of the WIA, being all work which is appropriate to the strengths and skills of the employee, unless the employee cannot be required to accept it for reasons of a physical, mental or social nature.
- f **UWV**: the Implementing Body for Employee Insurances as referred to in chapter 5 of the Work and Income (Structure and Implementation) Act (SUWI);
- g **statutory sickness benefit**: sick pay or a benefit pursuant to the Sickness Benefits Act.

Article 8.2 Occupational health care

- 1 The employer shall provide occupational health care counselling for employees.
- 2 Employees must cooperate with medical examinations and occupational health care counselling.
- 3 An employee may consult the occupational health and safety service directly about health problems relating to his work situation. In this context, the employee may ask the employer to allow him to undergo an examination.

Article 8.3 Reintegration

- 1 The employer shall develop activities as soon as possible for employees who are prevented from performing their work through incapacity by reason of illness or disability aimed at the reintegration of the employee and culminating in the adoption of a reintegration plan. These activities shall include a review of whether there is a relationship between the incapacity due to illness or disability and the working conditions.
- 2 The employer may lay down further rules for the application of the first paragraph.

Article 8.4 Reporting sick

- 1 Employees are obliged to notify the employer as soon as possible if they are prevented from performing their work due to illness or disability.
- 2 The employee's work is defined as his job or the circumstances under which that job is performed.
- 3 The employer shall lay down further rules for the application of the preceding paragraphs.
- 4 The nature and scope of the employee's job shall be deemed to remain unchanged during the period that the employee is wholly or partially prevented from performing his work due to incapacity as a result of illness or disability, subject to the possibility of changing or terminating an employment relationship in accordance with the provisions of chapter 12 or chapter 12a.

Article 8.5 Continued payment of salary

- 1 Employees who are wholly or partially prevented from performing their work through incapacity due to illness or disability shall continue to receive their salary for a period of 52 weeks. After 52 weeks, the employee shall retain 70% of his salary over the hours of the sick leave.
- 2 Contrary to the last sentence of the first paragraph, during the period after 52 weeks in which they perform work for 50% or more of their working hours employees shall receive 85% of their salary for the remaining hours of sick leave.
- 3 The amount of any disability benefit that the employee receives under the WAO Act shall be deducted from the remuneration to which he is entitled pursuant to the first paragraph. If the employee is entitled to a disability benefit arising from one or more employment relationships, for the purposes of the previous sentence that benefit shall be attributed to the employment relationship for which the salary continues to be paid in proportion to the total income from the relevant employment relationships.
- 4 For the purposes of the third paragraph, if the disability benefit is not awarded or is wholly or partially denied or permanently or temporarily reduced as a result of the employee's actions or omissions the employee shall still be deemed to have received it in full.
- 5 At the employer's request, the employee shall provide every cooperation in arranging for the disability benefit to be paid via the employer.
- 6 At the employer's request, the employee shall provide all the information that is necessary for the implementation of this article.
- 7 For the purpose of determining the period referred to in the first paragraph, periods during which the employee is prevented from performing his work through incapacity due to illness or disability shall be added together if they succeed each other with an interruption of less than four weeks. Periods of illness of female employees which immediately precede or follow a period of maternity leave shall count as an uninterrupted period of illness if the illness before and after the leave can reasonably be considered to have the same cause. The period of maternity leave itself shall not be considered.
- 8 If the UWV decides to extend the waiting period for entitlement to a WAO/WIA disability benefit until after the period of 104 weeks following the commencement of the illness solely due to the employer's failure to pursue sufficient reintegration activities, for the period after the term of 104 weeks the employee shall receive a supplement of 10% of his salary over the hours of sick leave in addition to the amount provided for in the first paragraph. This amount shall be paid out at the end of the relevant period.

Article 8.5.1 Reassignment due to incapacity for work

- 1 The employer may assign an employee who is unfit to perform his work due to illness or disability to another job or instruct him to carry out his own job under different conditions.
- 2 The employee is obliged to accept a job offered to him on the basis of the first paragraph if it constitutes suitable work.
- 3 The continued payment of all or part of the salary referred to in Article 8.5 shall end if the employee is formally reassigned due to illness or disability.
- 4 Contrary to paragraph 7 under b. of Article 4.3 and paragraph 10 under b. of Article 15.3.3,

employees who are formally reassigned due to illness or disability and have lost less than 35% of their salary, according to the results of a WIA medical examination or otherwise, are entitled to a salary guarantee in accordance with the provisions of paragraph 6 of Article 4.3 or paragraph 7 of Article 15.3.3 (salary guarantee). An employee is obliged to accept alternative suitable work offered by the employer if that will limit reliance on the salary guarantee. Employees who are reassigned for fewer than their original number of working hours shall be given paid leave on the basis of the provisions of this article for the hours for which they are not reassigned.

- 5 Article 4.7.3.2 (sliding allowance) shall apply mutatis mutandis if an employee as referred to in the fourth paragraph is entitled to an allowance by virtue of Article 4.7.3 (allowance for working irregular hours), 15.4.1 (allowance for 24-hour shifts) or 15.4.2 (allowance for working unsociable hours) and this entitlement is reduced or terminated as a result of their reassignment. The sliding allowance shall only take effect after 104 weeks from the first day on which the employee was prevented from performing his work due to incapacity as a result of illness or disability. Until that date the employee shall remain entitled to the allowance he is entitled to by virtue of Article 8.5.
- 6 If a salary guarantee applies on the basis of the fourth paragraph, the employee and his immediate superior shall discuss once a year, or as often as necessary, whether the employee's capacity for work has increased sufficiently to reduce the reliance on the salary guarantee. If necessary, the advice of the occupational health and safety service shall be requested.

Article 8.5.2 Calculation of allowances

- 1 If the employee receives an allowance for working irregular hours or an allowance for on-call or standby shifts, the employer shall stipulate an average amount for the hours he is prevented from working based on the allowances awarded in the twelve calendar months prior to the time that the employee was first prevented from performing his work.
- 2 If the employee referred to in the first paragraph has not yet been employed for twelve calendar months, the calculation shall be based on the average amount of his monthly remuneration over the period for which he was employed before he was first prevented from working.

Article 8.5.3 Occupational disease / accidents during work

- 1 If in the opinion of the employer the incapacity to perform work due to illness or disability is largely due to the nature of the work assigned to him or to the particular circumstances under which the work has to be performed and is not due to his own fault or carelessness, the employee shall also receive his full salary after the expiry of the period referred to in the first paragraph of Article 8.5.1.
- 2 The fourth and fifth paragraphs of Article 8.5 shall apply mutatis mutandis.

Article 8.5.4 **Concurrent incomes**

- 1 If during the period when he is prevented from performing his work though incapacity due to illness or disability the employee performs work for himself or for third parties which is regarded by the occupational health care service or the UWV as desirable in the interests of his recovery or his reintegration or in the context of reassignment, the income from this work shall be deducted from the salary to which the employee is entitled by virtue of the first or second paragraph of Article 8.5.
- 2 The deductions referred to in the first paragraph shall not apply to the extent that the incomes referred to in that paragraph have already been deducted from the employee's disability benefit.
- 3 As income for the purposes of the first paragraph shall also be counted any disability pension based on the pension scheme and any other allowance, however named, which can be deemed to relate to the work referred to in the first paragraph.

Article 8.5.5 **No entitlement to remuneration**

- 1 This article applies exclusively during the period in which no WAO or WIA benefit has yet been awarded.
- 2 There is no entitlement to remuneration if:
 - a according to a medical certificate the illness or disability is feigned or at least exaggerated to such an extent that it cannot be assumed to prevent the employee from performing his work;
 - b the employee has intentionally caused the illness or disability, unless he cannot be blamed for this by reason of his psychological condition;
 - c the employee is prevented from performing his work through incapacity due to illness or disability within half a year of the medical examination at the time of the commencement of his employment and it emerges that at that time the employee acted wrongfully by providing inaccurate information about the state of his health or by hiding information, as a result of which he was at the time wrongly declared fit for work.
 - d the employee refuses to find or accept or without vaparagraph reasons refuses to perform suitable work offered to him which the occupational health and safety service considers he is capable of and which the employer has given him the opportunity to perform;
 - e the employee refuses without vaparagraph reasons to cooperate with reasonable rules issued by or measures taken by the employer or by an expert designated by the employer aimed at enabling the employee to perform suitable work;
 - f the employee refuses without vaparagraph reasons to cooperate with the drawing up, evaluation and amendment of an action plan and the drawing up of a reintegration report as referred to in the WAO and the WIA.
- 3 The employer may declare that the entitlement to remuneration has wholly or partially lapsed with effect from a date later than the decision if and so long as the employee:
 - a refuses to undergo a medical examination ordered by virtue of this chapter or without vaparagraph reasons fails to appear for the examination after receiving proper notice to do so;

- b refuses or fails to apply in time for a WAO or WIA benefit or to submit a request for extension of that benefit;
- c refuses to cooperate fully with the application for a statutory sickness benefit or with a medical examination for the purposes of assessing his entitlement to a disability benefit;
- d infringes any verification rules which have been adopted for him;
- e leaves the country without a medical certificate that there is no objection;
- f wrongly fails to undergo medical treatment or to continue receiving medical treatment or fails to follow the rules issued to him by the occupational health and safety service or by the UWV or otherwise behaves in such a way as to hamper or delay his recovery, with the understanding that instructions to cooperate with surgery or a diagnostic procedure are excepted;
- g he performs work for himself or for a third party during the period that he is prevented from performing his work, unless a medical certificate from the occupational health and safety service shows that it is deemed desirable in the interests of his recovery, reintegration or availability for reassignment;
- h fails to perform his work or work suitable for him at the time and to the extent determined by the occupational health and safety service, unless he has given notice to the occupational health and safety service of a reason that has arisen in the meantime and is recognised as vaparagraph by the occupational health and safety service.

Article 8.5.6 **Sanctions**

- 1 If an obligation is imposed or a sanction is applied with respect to the WAO or WIA benefit received by the employee, the employer shall as far as possible impose the same obligation or apply a corresponding sanction with respect to the right to continued payment of the salary.
- 2 The entitlement to continued payment of the salary shall lapse if the employee refuses, without vaparagraph reasons, to perform suitable work which is offered to him and which the occupational health and safety service considers him capable of performing.

Article 8.5.7 **Obligations of the employer**

- 1 The employer is obliged as soon as possible to take such measures and issue such instructions as are reasonably necessary to allow the employee or the former employee who is prevented from performing the agreed work in connection with incapacity due to illness to perform his own work or other suitable work. If it has been established that the employee can no longer perform his own work and there is no other suitable work available in the hospital, the employer shall promote the hiring of the employee or former employee in work that is suitable for him outside the hospital.
- 2 On the grounds of the obligation referred to in the first paragraph, together with the employee or former employee the employer shall draw up an action plan as referred to in the WAO and WIA. The action plan shall be regularly evaluated with the employee or former employee and revised if necessary.

Article 8.6 Medical examination

- 1 The employer may instruct the employee to undergo a medical examination to assess:
 - a whether he is prevented from performing his work through incapacity due to illness or disability;
 - b whether there are circumstances as referred to in the second paragraph of Article 8.5.5 under a., b. or c. and/or the third paragraph under f.;
 - c whether further measures are needed in the interests of recovery;
 - d when and to what extent he can resume his work;
 - e whether there are grounds for issuing a medical certificate of no objection as referred to in the third paragraph of Article 8.5 under e.
- 2 The employer may also instruct an employee who is not already prevented from performing his work through incapacity due to illness or disability to undergo a medical examination if in the opinion of the employer there are vaparagraph reasons to do so, which reasons shall be notified in writing to both the employee and the occupational health and safety service.
- 3 An employee is obliged to comply with instructions issued to him by the occupational health and safety service or the UWV in connection with a medical examination ordered by the employer.
- 4 Employees who are exposed to exceptional risks to their health in connection with the performance of their work or who must meet exceptional health requirements are obliged to undergo an occupational health examination in consultation with or on the instructions of the occupational health and safety service.
- 5 As soon as the employer has been informed of the conclusions of an examination as referred to in the first four paragraphs, the employee shall immediately be notified in writing of these conclusions with reference to the possibility of undergoing a further examination within the periods and subject to the conditions prescribed for it. At the request of the employee, the doctor treating him shall be informed in writing of the conclusions.
- 6 Any employee who disagrees with the conclusions of the medical examination referred to in this article may notify the employer to this effect in writing and stating reasons within three days of receipt of the conclusions. The employer shall lay down further rules on this matter.

Article 8.6.1 Instruction to take sick leave

The employer shall grant full or partial leave on the grounds of the provisions of this chapter to employees whose physical or psychological condition is shown by the conclusions of the examination referred to in Article 8.6 to be such that it is not in the interests of the employee himself, of the UMC or of third parties involved in the performance of his job for the employee to wholly or partially continue with his work. During this leave the employer shall if possible assign other work to the employee to the extent that it can reasonably be regarded as suitable in light of the work previously performed by him.

Article 8.6.2 Control on resumption of work

The employer may decide that an employee who is prevented from performing his work through incapacity due to illness or disability may only resume work if the occupational health and safety service issues a medical certificate permitting him to do so and specifying

the extent to which the work can be resumed. This permission shall in any case be required if the employee has been entirely prevented from performing his work through incapacity due to illness or disability for a period of more than one year.

Article 8.7 Change of job based on a decision of the UWV

- 1 If the UWV decides on the basis of an examination to assess entitlement to a WAO or WIA benefit that the employee can be reassigned to his own job under different conditions, the employer shall ensure that those further conditions are implemented within one year of that decision, unless this cannot reasonably be demanded of it .
- 2 If the UWV decides on the basis of an examination to assess entitlement to a WAO or WIA benefit that the employee is fit for work and can be reassigned to one or more different jobs within the area of competence of the employer, the employer shall ensure that the employee is appointed to that job or one of those jobs within one year of that decision, unless this cannot reasonably be demanded of it.

Article 8.8 /

Article 8.8.1 /

Article 8.8.2 /

Article 8.8.3 Supplement to WIA in the event of occupational disease/ accident at work

- 1 If in the opinion of the employer their incapacity for work was largely caused by the nature of the work assigned to them or by the particular circumstances under which it had to be performed and the incapacity for work cannot be attributed to their own fault or carelessness, former employees who receive a WIA benefit shall be granted an extra benefit on top of any disability pension awarded to them by reason of the incapacity for work on the basis of the pension scheme (ABP benefit) or any other benefit similar in nature and scope to this benefit.
- 2 The benefit referred to in the first paragraph shall be calculated according to the WIA system and shall supplement the WIA and ABP benefits in such a way as to produce a total benefit which:
 - a amounts to 85% of the difference between the former salary and the new income during the IVA and wage-related phase;
 - b amounts to 85% of the difference between the former salary and the remaining earning capacity during the salary supplement and continuation benefit phase.
- 3 The additional benefit shall end at such time as the former employee no longer meets the conditions referred to in the first paragraph, and in any case with effect from the first day of the month in which he reaches the age of entitlement to the state pension .
- 4 If there is a general downward revision of the ABP benefit referred to in the first paragraph pursuant to the regulations of the pension scheme, a corresponding downward adjustment shall be implemented six months later with respect to the additional benefit referred to in the first paragraph, unless otherwise agreed in the LOAZ within that period of six months.
- 5 In determining the additional benefit referred to in the first paragraph, if a disability benefit, pension benefit, unemployment benefit or another benefit similar in nature and scope to

these benefits is wholly or partially refused, reduced or terminated due to concurrence with other income or due to the actions or omissions of the former employee, these benefits shall always be deemed to be enjoyed in full by the former employee.

- 6 If the death of an employee or of a former employee who is eligible for a benefit as referred to in the previous paragraphs is the direct consequence of incapacity for work as referred to in the first paragraph, the person who receives a surviving dependant's pension from the ABP in connection with this death shall be paid a benefit in the amount of 18% of this pension. The benefit shall end with effect from the month in which the deceased would have reached the age of 65 or, if the widow or widower to whom the pension was awarded remarries, with effect from the month following that in which he or she remarries. To acquire the entitlement referred to in this paragraph the surviving partner must submit an application to the employer within a reasonable period.
- 7 Former employees who have neglected to notify the employer of the existence of a circumstance as referred to in the first paragraph within three years, to be calculated from the day following the date on which his employment is terminated, shall not be entitled to an additional benefit as referred to in the first paragraph.
- 8 The employer shall enable employees referred to in this article to fully utilise their remaining earning capacity so that no loss of income occurs during the benefit phase referred to under b. in paragraph 2 in relation to the benefit phase referred to under a. in paragraph 2.

Article 8.9 Repayment and demanding repayment

- 1 The employer may reclaim all or part of any undue or excessive amounts paid on the basis of this chapter or deduct them from a salary or benefit to be paid later on the basis of this CAO or set them off against (extra-legal) benefits paid on the grounds of or on the basis of this CAO:
 - a for five years after the date on which they were made available for payment if the employer made a payment that was not due through the actions of the employee; and
 - b for two years after the date on which they were made available for payment in other cases in which the employee could reasonably have known that the employer had paid what was not due.
- 2 Any advance shall be repaid by the employee on demand by the employer or deducted by the employer from a later salary or benefit to be paid on the grounds of this CAO or set off against (extra-statutory) benefits pursuant to or based on this CAO.

Article 8.10 Concurrent benefits

- 1 If a benefit by virtue of this chapter is paid concurrently with a benefit by virtue of a statutory insurance which is awarded on the grounds of the same illnesses or disabilities as those for which the benefit by virtue of this chapter was awarded, the benefit by virtue of this chapter shall be reduced by the amount of the benefit by virtue of the statutory insurance.
- 2 If the disability benefit is amended on the grounds of the same illnesses or disabilities as those by reason of which the benefit by virtue of this chapter is awarded or amended, the first paragraph shall apply mutatis mutandis with respect to that amendment.
- 3 The preceding paragraphs shall not apply if the benefit by virtue of a statutory insurance is

received by reason of a different job which is performed at the same time as the job for which the employee or the former employee is entitled to a benefit by virtue of this chapter and in so far as that benefit by virtue of a statutory insurance is attributed or can be deemed to be attributed to the income from that other job.

Article 8.11 Transitional provisions

- 1 The provisions of Articles 8.5, 8.5.3, 8.5.4 and 8.8 as these read on 31 December 2003 shall remain applicable to those individuals who not later than 30 June 2005 had been unable to perform their work due to illness or disability for 12 months or longer.
- 2 The provisions of Articles 8.8, 8.8.1, 8.8.2 and the fourth paragraph of Article 8.10 as these read on 31 December 2005 shall remain applicable to former employees who were discharged before 1 January 2006.
- 3 The provisions of Article 8.8.3 as these read on 31 December 2005 shall remain applicable to former employees who have been or are awarded a WAO benefit.
- 4 The provisions of Article 8.8.3 as these read on 31 December 2005 shall remain applicable to former employees who are awarded a supplementary allowance by virtue of Article 12.10.1/12a.10.1.

CHAPTER 9

Other rights and duties

Article 9.1 **Legal assistance**

The employer shall provide an employee facing a criminal or disciplinary action under the BIG Act with adequate legal assistance, unless there was intent or gross negligence or the case does not relate to the performance of his job. If the employee has serious objections to the person providing the legal assistance, the employer may appoint another person in consultation with the employee.

Article 9.2 **Liability of UMC**

- 1 The employer is obliged to equip and maintain the rooms, equipment and tools in which or with which the employee performs his work in such a way and to issue such rules and instructions regarding the performance of the work as are reasonably necessary to prevent employees from suffering harm in the performance of their work.
- 2 The employer is responsible towards the employee for the damage suffered by the employee in the performance of his job unless it demonstrates that it complied with the obligations referred to in the first paragraph or that the damage was to a significant extent the result of intent or conscious recklessness by the employee.

Article 9.2.1 **Liability of employee**

An employee who causes damage to a third party or to the UMC through a mistake in the performance of his job is not liable to the UMC for the damage, unless the damage is the result of intent or conscious recklessness on the part of the employee.

Article 9.2.2 **Compensation for damage**

In addition to the obligation to pay compensation for damage on the grounds of Article 9.2, the employer may decide to compensate an employee for damage he has sustained in the performance of his job in accordance with principles of reasonableness and fairness.

Article 9.3 **Outside activities**

- 1 Employees do not require the prior consent of the employer for the acceptance or performance of outside activities, unless those outside activities could affect the interests of the UMC and/or the proper performance of their job.
- 2 The employer shall grant permission for outside activities if in its opinion the performance of those outside activities cannot damage the interests of the UMC and/or affect the proper performance of the job. If it is in the interests of the UMC, the employer may agree to allow employees to perform their outside activities wholly or partially during their working hours.
- 3 The employer shall grant permission for a fixed period or for an indefinite period and may attach further conditions to its consent. The employer may stipulate the condition that the employee must pay all or part of the income that he earns from outside activities to the employer. This condition may be stipulated for income that exceeds € 2,200 a year and is earned from activities that follow from the employee's job at the UMC.
- 4 The employer may withdraw the permission that has been granted if it considers that circumstances under which the permission was granted have changed.
- 5 If it emerges that the employee is performing or has performed outside activities without the

permission required by virtue of the first paragraph, the employer shall still give the employee the opportunity to request the necessary permission. If the permission is not granted, the employer may, without prejudice to the provisions of Article 11.1 (dereliction of duty) instruct the employee to cease the activities and/or pay the income earned to the employer.

- 6 In consultation with the works council, the employer may lay down further rules for the administrative implementation of the provisions of this article.

Article 9.4 Invention

Without prejudice to the provisions of the Copyright Act and the Patent Act, employees are obliged to notify the employer of any potentially patentable invention produced or co-produced by them in connection with the performance of their job.

Article 9.5 Official rules

- 1 The employer may lay down official rules for the business of the UMC in general and for the organisation of patient care in particular.
- 2 The employer may also issue an instruction declaring the official rules applicable to persons who work in the UMC but are not employed by the UMC.

Article 9.6 Collective health insurance

- 1 From 1 January 2006 employees can take out insurance under the Health Insurance Act for themselves, their partners and the children up to the age of 27 by participating in the collective health insurance scheme agreed between the employer and NV Zorgverzekeraar UMC.
- 2 For employees who participate in the collective health insurance scheme referred to in the first paragraph, the employer shall withhold the basic premium owed by the employees for themselves and any family members and pay it to NV Zorgverzekeraar UMC, unless the employee's net income is insufficient to pay the premium.
- 3 Post-active employees may continue to participate in the collective health insurance scheme if on termination of their employment they are immediately entitled to Pre-FPU, FPU, a pension, an IVA benefit under the WIA or if the termination of the employment is due to a reorganisation.
- 4 On the death of the employee or of the post-active employee as referred to in the third paragraph, his partner and children up to the age of 27 may continue to participate in the collective health insurance scheme.

Article 9.6.1 Exceptional medical expenses

- 1 In exceptional cases the employer may grant employees an allowance for essential costs relating to the illness incurred by the employee for himself and for his co-entitled parties if they are not covered by another regulation and these costs cannot reasonably be borne by him.
- 2 A condition for the payment of the allowance for essential costs is that they are indirect medical costs which are non-recurring or of a temporary nature. The employee's ability to

pay and the total income of the household to which he belongs shall also be taken into account.

- 3 The employer may lay down further rules for the application of the first paragraph.

Article 9.6.2 Costs for treatment of occupational disease/accident during work

- 1 In the event of illness which is largely due to the nature of the work assigned to the employee or the special circumstances under which it had to be performed and which is not due to his fault or carelessness, the employer shall reimburse the costs of medical treatment or care which in the opinion of the employer were necessarily incurred and paid by the employee.
- 2 The employer may lay down further rules for the application of the first paragraph.

Article 9.7 Death benefit

- 1 As soon as possible after the death of an employee, the employer shall pay his surviving dependants an amount equal to the employee's remuneration over a period of three months, plus the holiday allowance and the end-of-year bonus over that period.
- 2 The salary already paid to the employee before his death for a period after his death shall be deducted from the benefit.
- 3 If the deceased employee received an allowance for working irregular hours or an allowance for on-call or standby shifts, the portion of the benefit referred to in the first paragraph relating to these allowances shall be fixed at the amount of these allowances that was awarded to the employee in the three calendar months prior to the date of his death.
- 4 If on the day of his death the employee was prevented from performing his work due to illness or an accident, remuneration shall be defined as it is defined for the purpose of chapter 8 (Illness and incapacity for work).
- 5 If on the day of his death the employee was still entitled to hoparagraphays or had taken too many hoparagraphays, settlement for these days shall take place at the time of the payment of the death benefit.

Article 9.7.1 Surviving dependants

- 1 Those qualifying for a death benefit as referred to in the first paragraph of Article 9.7 are, in descending order:
 - a the widow or widower, or partner, from whom the deceased was not living permanently apart;
 - b the minor children of the deceased;
 - c the adult children, parents, brothers or sisters who were wholly or largely dependent on the salary of the employee for their upkeep.
- 2 Children as referred to in the first paragraph also include natural children and children whom the deceased cared for and reared as though they were his own children, regardless of any duty to do so or the receipt of payment for doing so.
- 3 If the deceased is not survived by any of the dependants referred to in the first paragraph the employer may use the death benefit to pay the costs relating to the employee's final illness and interment or cremation if and to the extent that the estate of the deceased is insufficient to pay these costs.

Article 9.7.2 Missing person

- 1 In cases where a presumption of death is pronounced on the grounds of Title 18 of Book 1 of the Netherlands Civil Code, at the request of the surviving dependants the employer shall award the benefit referred to in the first paragraph of Article 9.7.
- 2 In special circumstances the employer may award the death benefit earlier than at the time referred to in the first paragraph.

Article 9.8 Confidentiality

- 1 The employee is obliged to maintain confidentiality regarding everything known to him by reason of his job in so far as that obligation follows from the nature of the information or is expressly imposed on him. This obligation shall also apply after termination of the employment.
- 2 The obligation referred to in the first paragraph does not exist towards those who share responsibility for the proper performance of the employee's job or towards those whose co-operation can be regarded as essential to that performance if and to the extent that they are themselves obliged or undertake to maintain confidentiality. The provisions of the previous sentence apply having due regard to the statutory provisions concerning professional secrecy.
- 3 Without prejudice to the employer's statutory obligations, the employer is obliged to maintain confidentiality with respect to all personal information known to it about the employee by reason of his job, unless the employee gives permission for the disclosure of his personal details.

Article 9a.9 Secondment VU/AHVU

Without prejudice to the provisions of chapter 12a, for employees who perform work both for the VUMC and for the *Vrije Universiteit*, the provisions of Article 7 of the agreements known as the *detacheringsovereenkomst VU/AZVU* (secondment agreement VU/AHVU) apply to the notice to terminate the employment contract or to termination of the secondment.

Article 9a.10 Conscientious objections

- 1 In accordance with the provisions of the Management Regulations of the *Vrije Universiteit* University Hospital or any regulations that replace them, employees of the VUmc are expected to perform their job and act in their personal and common interaction with external parties as far as possible in the spirit of the objective of the UMC.
- 2 Nevertheless, the employee has the right to refuse to follow certain instructions on the grounds of serious conscientious objections. The employee is obliged to immediately notify the competent authority of any such refusal, stating his objections.

Article 9a.11 Complaints procedure

- 1 With the approval of the works council, the employer may lay down further rules with respect to the submission and handling of complaints by the employee or about the employee.

- 2 The further rules referred to in the first paragraph shall in any case include provisions concerning:
- the definition of the term ‘complaint’;
 - the procedure for submitting a complaint;
 - the complaints procedure and the handling of complaints within the UMC;
 - the period within which a complaint should as a rule be dealt with;
 - the independence of the body charged with handling the complaints;
 - the right of the complainant to be heard about the complaint;
 - the obligation to forward a complaint that has been submitted to the incorrect body;
 - the method of handling a complaint.

CHAPTER 10

Suspension

Article 10.1 **By operation of law**

- 1 An employee shall be suspended by operation of law if they are deprived of their liberty by virtue of a legal measure. This shall not apply if the deprivation of liberty follows from a measure taken in the interests of public health other than on the grounds of the Psychiatric Hospitals (Compulsory Admissions) Act.
- 2 The employer shall not withhold any remuneration in the event of suspension if the employee is admitted to a psychiatric hospital or equivalent institution.
- 3 The employer shall not withhold any remuneration in the event of arrest within the meaning of Articles 52 to 54 of the Code of Criminal Procedure or detention in police custody within the meaning of Article 57 of the Code of Criminal Procedure.
- 4 If the detention in police custody is followed by remand in custody, the employer may withhold one-third of the remuneration during the period that the employee is suspended. Six weeks after the period of remand in custody commences the employer may withhold a larger portion of the remuneration up to the full amount of the salary.
- 5 The employer may later pay the employee all or part of the salary that was withheld if the suspension is not followed by unconditional dismissal by way of punishment or by dismissal on the grounds of the first paragraph of Article 12.11 under d. (discharge on miscellaneous grounds).
- 6 The employer may pay the portion of the suspended employee's remuneration that is not withheld to others.

Article 10.2 **On other grounds**

- 1 The employer may suspend the employee if in the opinion of the employer there are such serious reasons that the employer feels that continuation of the work is temporarily no longer warranted in the interests of the institution. The employer shall also inform the employee of the moment when the suspension shall take effect and when the hearing referred to in the first paragraph of Article 10.2.1 shall take place.
- 2 Employees who are suspended shall only have access to the UMC with permission from the employer.
- 3 The employer shall not withhold the remuneration of an employee suspended on the grounds of this article.

Article 10.2.1 **Hearing**

- 1 The employer shall give the employee the opportunity to be heard about the reasons that led to the suspension not later than one week after notification of the provisional decision. Saturdays, Sundays and public holidays shall be excluded for the purposes of this period.
- 2 A report shall be made of the hearing and a copy shall be sent as soon as possible to the employee for his information.
- 3 No later than one week after the hearing the employer shall inform the employee by registered letter whether the suspension shall be maintained, with a statement of the reasons.

- 4 If the employer maintains the suspension, the notification referred to in the third paragraph shall constitute a final decision to suspend.
- 5 The decision referred to in the fourth paragraph shall in any case state the duration of and the reasons for the suspension.

Disciplinary sanctions

Article 11.1 **Dereliction of duty**

- 1 The employer may impose a disciplinary sanction on employees who are guilty of dereliction of duty.
- 2 Dereliction of duty comprises both breaching any rule and doing or neglecting to do something that a good employee ought not to have done or to have done in the given circumstances.

Article 11.2 **Forms of punishment**

- 1 The employer may impose the following disciplinary sanctions:
 - a a written reprimand;
 - b the withholding one time of up to 10% of the employee's monthly salary; in this case the employee's salary may never fall below the guaranteed minimum income stipulated in the General National Assistance Act;
 - c transfer to a different job in the UMC, whether or not linked to placement in a lower salary scale if the other job has a lower grading;
 - d suspension for a specified period, subject to the withholding of all or part of the employee's salary or otherwise;
 - e dismissal.
- 2 The employer may impose a sanction conditionally and decide that the sanction shall not be imposed if for a specified period the employee is not guilty of a dereliction of duty similar to that for which the sanction was imposed or any other serious dereliction of duty.
- 3 The employer may impose no more than two sanctions at the same time for a specific case of dereliction of duty and any combination of sanctions shall always consist of a conditional heavier sanction and an unconditional lighter sanction, in accordance with the order of severity laid down in the first paragraph.

Article 11.2.1 **Accounting**

- 1 Before imposing a sanction the employer shall always give the employee one week from the time that he is notified of the intention to impose a sanction to account for his actions to an officer appointed by the employer. In exceptional cases, this period may be extended by a maximum of one week. Saturdays, Sundays and public holidays shall be excluded for the purposes of these periods.
- 2 The employee may present his version of events verbally and/or in writing.
- 3 A report of the interview at which the employee accounts for his actions shall be made immediately and presented to the employee for his signature. If the employee refuses to sign, he shall state this in the report, if possible with the reason. The employee shall receive a copy of the report.

Article 11.2.2 **Imposition of sanction**

- 1 The sanction shall be imposed in writing and with a statement of the reasons.
- 2 The employer shall send the decision to impose a sanction to the employee by registered letter within four weeks of the interview at which he accounted for his actions.

Article 11.2.3 Enforcement of sanction

With the exception of a written reprimand, sanctions shall not be implemented until they have become irrevocable, unless the employer has explicitly decided when imposing the sanction that it shall be enforced immediately.

The provisions of chapter 12a apply for employees of Radboud UMC and VUMC.

Article 12.1 General

- 1 The employer may grant discharge to employees for their full working hours or for part of their working hours.
- 2 The decision to discharge an employee shall state the date on which the discharge takes effect.
- 3 The decision to discharge an employee for only a portion of his working hours shall state the number of hours for which the employee is discharged.
- 4 The minimum period for which the employer shall discharge an employee is five hours, or – if the employee is currently working for fewer than 10 hours – half of the employee’s working hours.

Article 12.2 On request

- 1 The employer may discharge an employee at his own request.
- 2 This discharge shall take effect not earlier than one month and not later than three months after the date on which the employer received the request for discharge.
- 3 The provisions of the first paragraph may be departed from if the employee is prosecuted for a crime or if the employer is considering dismissing the employee as a disciplinary sanction.
- 4 The employer may depart from the second paragraph:
 - a if he is considering imposing a disciplinary sanction on the employee;
 - b if the interests of the institution require it, with the understanding that the period specified in the second paragraph may be extended to a maximum of six months and that reasonable account must be taken of the interests of the employee in extending the period;
 - c at the request of the employee.
- 5 The discharge on request shall be an honourable discharge.

Article 12.3 Pension and Flexible Pension and Retirement (FPU)

- 1 The employer may grant employees an honourable discharge on reaching the age of entitlement to a state old-age pension or any earlier retirement date.
- 2 The employer shall discharge employees who request it with a view to receiving an FPU benefit after entitlement to that benefit has been granted by virtue of the FPU scheme.
- 3 The discharge referred to in the second paragraph shall not take effect earlier than the date on which the employee becomes entitled to the FPU benefit.
- 4 The employer may also grant the discharge referred to in the second paragraph at the request of the employee for a portion of the employee’s working hours, unless the interests of the institution dictate otherwise. The discharge shall amount to at least 10% of the employee’s working hours.
If the employee has already been granted partial discharge with a view to receiving a FPU benefit, a subsequent discharge shall be granted for at least 10% of the original working hours.
- 5 The second to fifth paragraphs of Article 12.2 shall as far as possible apply mutatis mutandis.

Article 12.4.1 /

Article 12.4.2 /

Article 12.5 /

Article 12.6 Failure to resume work on time

- 1 For the purposes of this chapter, employees who fail to resume work on time after being granted special long-term leave which has not been extended shall be regarded as having submitted their resignation.
- 2 The first paragraph shall not apply if within a reasonable period the employee demonstrates to the satisfaction of the employer that he had vaparagraph reasons for not resuming his work. In that case, the leave shall be deemed to have been extended until such time as these vaparagraph reasons no longer exist.

Article 12.7 Termination of employment contract for a specified period

- 1 An employee with an employment contract for a specified period shall, unless the contrary is shown, be deemed to have been granted an honourable discharge as soon as the specified period has elapsed or an objectively verifiable end situation has occurred.
- 2 The employer may also grant early discharge to an employee referred to in the first paragraph subject to a period of notice of:
 - a three months, if on the date the notice is given the employee has been employed for an unbroken period of at least 12 months;
 - b two months, if on the date the notice is given the employee has been employed for an unbroken period of at least 6 months but less than 12 months;
 - c one month, if on the date the notice is given the employee has been employed for an unbroken period of less than 6 months.
- 3 Notice within the meaning of the second paragraph may not be given during the pregnancy of a female employee or during the maternity leave granted to her or during a period of six weeks after she has resumed work following that leave. The employer may demand a certificate from a doctor or a midwife as evidence of the pregnancy.
- 4 Notice within the meaning of the second paragraph may not be given by reason of the fact that the employee has invoked, in law or otherwise, the principle of equal treatment of men and women.
- 5 Notice within the meaning of the second paragraph may not be given by reason of the fact that the employee is placed on the list of candidates referred to in Section 9 of the Works Councils Act or by reason of the employee's current membership of the works council or a committee of the works council or such membership that ended less than two years previously.
- 6 The discharge may take effect before the expiry of the notice period, at the request of the employee or otherwise. If the discharge is not at the request of the employee, he shall be paid a sum over the remainder of the notice period equal to the salary he last earned, plus the hoparagraphay allowance and, from 1 October 2013, the end-of-year bonus, calculated on the basis of chapter 4 (remuneration).

Article 12.8 Termination of contract of employment due to reorganisation

- 1 The employer may grant employees an honourable discharge:
 - a by reason of the abolition of their job;
 - b by reason of redundancy as a result of a change in the structure of the unit of the organisation in which he is working or as a result of a reduction of the activities of that unit.
- 2 In the event of organisational changes, the employer's efforts shall focus on helping the employee get from work to work (internal or external employment). The employee will be expected to cooperate. Dismissal on account of a reorganisation cannot take place until it is clear after a careful study that, despite the efforts of both parties, no such other employment can be found. If the employer or employee finds that insufficient efforts have been made to get the employee from work to work, the matter shall be submitted to the parties involved in the Social Policy Framework, who may decide that the matter must be reviewed by a committee or body specified in the Social Policy Framework. The basic principle in assigning suitable work shall be that precedence is given to female employees in order to avoid creating inequalities or increasing existing inequalities.
- 3 Dismissal of employees with employment contracts for an indefinite period due to redundancies shall take place in the following order with effect from 1 January 2006:
 - a those that request it;
 - b those who have the smallest number of years of service.
- 4 The calculation of the number of years of service referred to in the third paragraph shall be based on the continuous period spent as an employee of the UMC or one or more of its predecessors in law, including the university. A continuous period shall be deemed to include a period with an interruption of not more than three months.
- 5 If it is in the interests of the institution, the employer may depart from the order for granting discharge as laid down in the third paragraph. If in that case the redundancies amount to more than one percent of the staff with an employment contract for an indefinite period in the relevant unit of the organisation, with a minimum of five employees, the redundancies shall be effected in accordance with a plan to be laid down in advance and notified to the individuals concerned.
- 6 Local consultations as referred to in Article 1.4 may lead to different arrangements being made in the order of dismissal as referred to in the third paragraph.
- 7 Where a discharge is granted on the grounds of the first paragraph the employer shall observe a notice period of three months.
- 8 Within a period of one year after the employee has started performing the work assigned to him pursuant to a reorganisation he may still be granted an honourable discharge as referred to in the first paragraph by the employer if that work proves unsuitable for him. The seventh paragraph does not apply in that case.

Article 12.9 Political function

The employer shall grant an honourable discharge to employees who are temporarily exempted from the performance of their jobs in connection with the acceptance of a function in a public-law body to which they have been appointed or elected if they cease to hold that function and the employer considers that they cannot be reinstated in active service.

Article 12.10 Discharge due to illness

- 1 The employer may grant employees an honourable discharge on the grounds of incapacity to perform their work due to illness.
- 2 A discharge as referred to in the first paragraph may only be granted if:
 - a the incapacity has lasted for a unbroken period of 104 weeks, and;
 - b recovery within a period of six months after these 104 weeks cannot reasonably be expected, and
 - c after a careful study it has proved impossible to offer the employee alternative suitable work within the area of competence of the employer or if the employee has refused to accept alternative suitable work.
- 3 Contrary to the provisions of the second paragraph, the employee may be discharged as soon as an IVA benefit has been awarded. To the extent that an employee has at that time not yet been prevented from performing his work for 52 weeks, the IVA benefit in accordance with Article 8.5 shall be topped up to 100% of the employee's salary until the period of 52 weeks is reached.
- 4 In determining the period of 104 weeks referred to in the second paragraph, periods of incapacity to perform the job shall be added together if they follow each other with an interruption of less than four weeks. Periods of illness of female employees which directly precede and follow a period of maternity leave shall count as an uninterrupted period of illness if the illness can reasonably be attributed to the same cause but is not the result of the pregnancy.

Any absence of a female employee due to illness caused by pregnancy or delivery in the period from the beginning to the end of the maternity leave shall not be taken into consideration.
- 5 Whether a situation as referred to in the first and second paragraphs under a., b. and c. exists shall be determined on the basis of the conclusions of the UWV in the context of the WIA assessment.
- 6 If the employer reassigns the employee to a job for fewer hours than the number for which the employee was employed, the discharge shall only apply to the number of extra hours.
- 7 Without prejudice to the provisions of the second paragraph, the employer may discharge an employee who is prevented from performing his work through incapacity due to illness if the employee refuses, without vaparagraph reasons, to:
 - a comply with measures taken by the employer or an expert designated by the employer designed to enable him to perform his work or other suitable work as referred to in the second paragraph of Article 8.1 under e; or
 - b perform suitable work which the employer has given him the opportunity to perform or;
 - c cooperate in drawing up an action plan or reintegration report as referred to in the WIA.

Article 12.10.1 Supplementary allowance regulation

Employees who are granted an honourable discharge on the grounds of Article 12.10 before 1 January 2007 are entitled to a supplementary allowance on the grounds of the supplementary allowance by reason of illness and incapacity for work regulation.

Article 12.11 Discharge on miscellaneous grounds

- 1 The employer may also discharge an employee, other than at his request, by way of a sanction or pursuant to the provisions of Section 7 of the Incompatibility of Office (States General and the European Parliament) Act and of Articles 12.3, 12.5 and 12.7 to 12.10 on the grounds of:
 - a the loss of a qualification for appointment prescribed by the employer in a regulation laid down prior to the appointment, unless the requirement only applies for starting in the job;
 - b a final and irrevocable judicial decision placing the employee under guardianship;
 - c committal for debts by virtue of a final and irrevocable judicial decision;
 - d an irrevocable conviction for a crime leading to a prison sentence;
 - e incompetence or unsuitability to perform the job he holds, otherwise than on the grounds of mental or physical disability;
 - f the provision of inaccurate or incomplete information at the time of or in connection with the commencement of employment or a medical examination, without which action the employee would not have been employed or the medical examination would not have been passed, unless the employee can show that he acted in good faith.
- 2 A discharge on the grounds of the first paragraph under a. and e. shall be an honourable discharge.
- 3 In the case referred to in the first paragraph under e., before proceeding to discharge the employee the employer shall investigate whether the employee can be reassigned to another job within its area of competence that is suitable in light of his personality and circumstances.

Article 12.1.2 Discharge on other grounds

- 1 The employer may also grant employees with an employment contract for an indefinite period an honourable discharge on grounds other than those mentioned elsewhere in this chapter.
- 2 A discharge as referred to in the first paragraph may not be granted by reason of the fact that the employee has been placed on the list of candidates referred to in Article 9 of the Works Councils Act or due to the employee's current membership of the works council or a committee of the works council or such membership that ended less than two years previously.
- 3 In the event of a discharge as referred to in the first paragraph, the employer may make an arrangement whereby the employee shall receive a benefit which the employer considers reasonable in the circumstances, with the understanding that the employee is in any case entitled to a benefit amounting to the sum of a benefit by virtue of the Unemployment Insurance Act (WW) and of the BWUMC. Any WW and BWUMC benefits awarded by the UWV shall be deducted from the benefit.

Article 12.13 BWUMC

The BWUMC, as included in Appendix P, applies to employees who are discharged.

Article 12.13.1 Unsuitable job

The employer may at his request grant an employee an honourable discharge if during the period that he is entitled to a benefit by virtue of the BWAZ, the RBWAZ or the BWUMC the employee has started working in a job offered to him and within a period of one year after starting in that job it proves to be unsuitable for him. With a view to his entitlement to a BWAZ, RBWAZ or BWUMC benefit, discharge on the grounds of this article shall be deemed not to have been granted by reason of his own fault.

Termination of employment for employees of Radboudumc and VUmc

Article 12a.1 **Termination of employment**

- 1 The employment shall be terminated in the manner prescribed in the Netherlands Civil Code (see Appendix O).
- 2 The employment shall end by operation of law on reaching the age of entitlement to the state old-age pension or any earlier retirement date.

Article 12a.2 **Written notice of termination**

- 1 The employer shall notify the employee in writing of the termination of his employment with specification of the end date and the reason for termination.

Article 12a.3 **Notice period**

- 1 The notice period for the employee and the employer is:
 - a three months, if on the day notice is given the employee has most recently been employed for an unbroken period of at least 12 months;
 - b two months: if on the day notice is given the employee has most recently been employed for an unbroken period of at least 6 months but less than 12 months;
 - c one month, if on the day notice is given the employee has most recently been employed for an unbroken period of less than 6 months.
- 2 Notice must be given prior to the end of a month so that the notice period commences on the first day of the calendar month following the month in which notice was given.
- 3 The notice period referred to in the first paragraph may be departed from by mutual consent, with due observance of the termination provisions in Chapter 10 of Book 7 of the Netherlands Civil Code.

Article 12a.4 /

Article 12a.4.1 /

Article 12a.4.2 /

Article 12a.5 /

Article 12a.6 **Failure to resume work on time**

- 1 For the purposes of this chapter, employees who fail to resume work on time after being granted special long-term leave which has not been extended shall be deemed to have submitted their resignation.
- 2 The first paragraph shall not apply if within a reasonable period the employee shows to the satisfaction of the employer that he had vaparagraph reasons for not resuming his work. In that case, the leave shall be deemed to have been extended until such time as these valid reasons no longer exist.

Article 12a.7 Notice of early termination

A fixed-term employment contract as referred to in Article 2.4 may be terminated prematurely with due observance of the rules laid down in this chapter.

Article 12a.8 Termination of contract of employment due to reorganisation

- 1 The contract of employment :may be terminated:
 - a due to the abolition of the employee's job, or
 - b due to staff redundancies as a result of changes in the organisation of the department or the section of it in which the employee is working or as a result of a reduction of the activities of that department or unit.
- 2 In the event of organisational changes, the employer's efforts shall focus on helping the employee get from work to work (internal or external employment). The employee will be expected to cooperate. Dismissal on account of a reorganisation cannot take place until it is clear after a careful study that, despite the efforts of both parties, no such other employment can be found. If the employer or employee finds that insufficient efforts have been made to get the employee from work to work, the matter shall be submitted to the parties involved in the Social Policy Framework, who may decide that the matter must be reviewed by a committee or body specified in the Social Policy Framework.. The basic principle in assigning suitable work shall be that precedence is given to female employees in order to avoid creating inequalities or increasing existing inequalities.
- 3 In establishing the order of redundancy, the calculation of the number of years of service will be based on the consecutive period of time that has been spent in the service of the UMC or of one or more of its predecessors in law, including the university. This period of service will be calculated in accordance the rules for dismissal adopted by the government. This means that one or more previous contracts of employment, which followed one another with intervals of not more than six months will be added together. In derogation from this, prior employment contracts what were concluded prior to 1 July 2015 will not be added together if they succeeded each other with intervals of more than three months.
- 4 Contrary to the first paragraph of Article 12a.3, if the employment contract is terminated on the grounds of the first paragraph, a notice period of three months shall be observed.
- 5 Within a period of not more than one year after the employee has started performing the work assigned to him pursuant to a reorganisation his employment may still be terminated as referred to in the first paragraph if that work proves unsuitable for him. In that case, the provisions of the third paragraph do not apply.

Article 12a.9 Political function

The employer may terminate the employment of employees who are temporarily relieved of their duties in connection with the acceptance of a function in a public-law body to which they are appointed or elected if they cease to hold that function and in the opinion of the employer they cannot resume active service.

Article 12a.10 /

Article 12a.10.1 **Supplementary allowance regulation**

Employees whose employment relationship is terminated due to incapacity as a result of illness are entitled to a supplementary allowance on the grounds of the supplementary allowance after dismissal for illness and incapacity for work regulations.

Article 12a.11 /

Article 12a.12 /

Article 12a.13 **BWUMC**

The BWUMC, as included in Appendix P, applies to employees whose employment is terminated.

Article 12a.13.1 **Unsuitable job**

The employer may at the request of an employee terminate his employment if during the period that he is entitled to a benefit by virtue of the BWAZ, the RBWAZ or the BWUMC the employee is offered a job deemed suitable for him and within a period of not more than one year after he has taken up that job it proves to be unsuitable. The termination of employment on the grounds of this article shall be deemed not to have been granted due to his own fault with a view to his entitlement to a BWAZ, RBWAZ or BWUMC benefit.

CHAPTER 13

Special provisions for medical school graduates (basisarts) and medical interns (artsassistenten).

Article 13.1 **Scope of application**

- 1 This chapter relates to doctors, not being medical specialists, who work under supervision in the area of patient care, education or research.
- 2 Unless otherwise provided in this CAO, the other chapters of this CAO also apply to the doctors referred to in the first paragraph.
- 3 The doctors referred to in the first paragraph are divided into the following categories:
 - a medical school graduates appointed to perform activities in one of the areas of work referred to in the first paragraph;
 - b medical interns appointed to perform activities in at least two of the areas of work referred to in the first paragraph. The term medical interns also includes medical specialists in training (AIOs) and interns who are in training to become a medical specialist and clinical researcher (AIOSKOs).

Article 13.2 **Salary**

- 1 Articles 4.2 (job grading) and 4.3 (classification on salary scales) do not apply for medical school graduates and medical interns.
- 2 The employer shall place medical school graduates at salary number 2 on scale 10 as set out in appendix A of this CAO.
- 3 The employer shall place medical interns at salary number 0 on the specific salary scale as set out in appendix B of this CAO.

Article 13.2.1 **Placement on the salary scales**

- 1 The employer shall raise the salary scale of medical school graduates and medical interns to the following salary number in the scale for each year of experience until they reach the maximum salary on the scale.

Experience that counts in full:

 - employment as a medical intern in a similar (hospital) job;
 - employment as a medical school graduate in patient care in a similar (hospital) job;
 - employment as a physician-researcher in medical scientific research;
 - employment as a physician-project assistant for a medical project in a hospital;
 - employment as a medical school graduate in education or research in a hospital;
 - for employment contracts that commenced on or after 1 April 2015, relevant experience in medical scientific research for the medical exam will count.
- 2 For a year of experience as referred to in the first paragraph to count, twelve months of relevant experience must have been gained.
- 3 If on the date that the employee commences employment he has not completed the number of months required for a year of experience, the employer shall fix the date of the periodic increase in such a way that if the work is performed well the next periodic increase shall be awarded at such time as the year of experience is completed.

Article 13.3 Annual working hours

- 1 Contrary to the first paragraph of Article 6.1 (working hours), the full-time working hours of a medical intern are 2,392 a year and an average of 46 hours per week.
- 2 For every public hoparagraphay referred to in the third paragraph of Article 6.1 not falling on a Saturday or Sunday the annual working hours referred to in the first paragraph shall be reduced by 9.2 hours.
- 3 The hours during which an employee is on a standby shift and does not perform work do not count in determining the full working hours as referred to in the first paragraph.
- 4 The employer may adopt working hours regulations subject to the maximum hours for medical staff who are not medical specialists stipulated in the Working Hours Act and the Working Hours Decree.

Article 13.4 Training, education and training costs

- 1 The employer shall reimburse 70% of the costs incurred by medical interns for the study activities referred to in the first paragraph of Article 3.1 (training and education). From 1 January 2016, the employer shall reimburse 100% of the costs of these study activities for AIOs.
- 2 The employer shall reimburse 70% of the costs incurred by AIOs for study activities which are prescribed as training requirements by the CCMS. From 1 January 2016, the employer shall reimburse 100% of the costs incurred by AIOs for the study activities prescribed as training requirements by the CCMS. The maximum amount to be reimbursed is the costs of training activities set by the CCMS as of 1 April 2015. The maximum amount to be reimbursed will be reviewed in the LOAZ every year. This reference date will be reviewed in the LOAZ every year. The repayment obligation referred to in Article 3.1.3 does not apply for the reimbursement of the costs of the elements of training stipulated as mandatory by the CCMS.

Article 13.5 Allowance for working irregular hours

From 1 April 2008 medical interns are entitled to an allowance for performing work on a regular or fairly regular basis at times other than between 7.00 a.m. and 8.00 p.m. on Mondays to Fridays and between 8.00 a.m. and 12.00 p.m on Saturdays. The allowance will be calculated in accordance with Article 4.7.3.1 (calculation of allowances). From 1 April 2008 medical interns are entitled to an allowance for work performed during on-call or standby shifts in accordance with Article 4.7.4.2 (work performed during shifts).

Article 13.6 Training regulation

The training regulation for AIOs is included in appendix H of this CAO.

CHAPTER 14

Special provisions for medical specialists

Article 14.1 **Scope of application**

- 1 This chapter relates to medical specialists.
- 2 Unless otherwise provided in this CAO, the other chapters of this CAO are also applicable to medical specialists.
- 3 The employer may lay down different regulations or make specific agreements for medical specialists.
- 4 The professional charter laid down in appendix I of this CAO applies to the medical specialists.
- 5 Article 4.2 (job grading) is not applicable for medical specialists.

Article 14.2 **Special rules***

Without prejudice to Article 9.5 (official rules) and in compliance with Article 12.16 of the Higher Education and Research Act, the governing board may lay down special rules in the form of an instruction with respect to the medical practice and organisation, the procedures and other matters of importance for patient care which must be followed by the medical specialists.

Article 14.3 **Instructions**

The head of department appointed by the employer may issue instructions for patient care to the medical specialists working in his department and issue orders to them on behalf of the employer.

Article 14.4 **Internal training**

- 1 At the request of the employer, the medical specialists are obliged to make a contribution to the training of staff of the UMC who are responsible for patient care.
- 2 The time that the medical specialists spend teaching internal courses in compliance with the obligation referred to in the first paragraph shall be treated as working hours.

Article 14.5 **University appointment**

A professor or other member of the academic staff who is employed by the university shall, if he is also charged with patient care, receive an appointment from the UMC for the duration of the employment with the university.

Article 14.6 **Dual employment**

With respect to the medical specialist who is appointed both by the UMC and the university, the governing board and the university board of governors shall jointly decide:

- a how their respective powers shall be exercised;
- b the applicability of the current legal status regimes.

** In the LOAZ it has been decided that this article will not be fleshed out either centrally or locally for the time being*

Article 14.7 Termination of employment

The employer may terminate the employment of the medical specialist who is also employed by the university if his appointment by the university ends or on one of the other grounds referred to in chapter 12 or chapter 12a (termination of employment).

Article 15.1 Scope of application

- 1 This chapter applies to academic medical specialists. An academisch medical specialist means a medical specialist who, on the basis of his position, makes a contribution to a combination of patient care and the training of specialists, education and scientific research. Academic medical specialists work at least 18 hours a week on average in patient care in combination with the training of specialists.
- 2 The employer may in special cases declare this chapter applicable to medical specialists who work less than 18 hours a week on average in patient care in combination with the training of specialists if the employer, having consulted the head of the department, believes it is likely that the medical specialist performs the task of the academic medical specialist referred to in the first paragraph.
- 3 The application of this chapter shall lapse if the academic medical specialist is unconditionally prevented from working any longer as such on the grounds of a disciplinary decision.
- 4 Subject to the provisions of the second paragraph, if the academic medical specialist no longer does the work referred to in the first paragraph for at least 18 hours a week on average or may no longer work as such on the grounds of the third paragraph, the employer shall decide which salary scale in appendix A of this CAO shall henceforth apply.
- 5 The employer may in consultation with the dental surgeon employed by the UMC declare this chapter applicable to him.

Article 15.1.1 Professional charter

Academic medical specialists are subject to the professional charter attached as Appendix I to this CAO.

Article 15.2 /

Article 15.3 Salary

- 1 A specific salary schedule, which is set out in appendix C, applies to academic medical specialists.
- 2 If the salary, an allowance or the hoparagraphay allowance must be calculated over part of a calendar month, the amount per day shall be fixed by dividing the monthly amount by the number of days in the relevant calendar month. This may be departed from if in the opinion of the employer there are special circumstances to justify it.

Article 15.3.1 Placement on the salary scales

- 1 Academic medical specialists are classified into the salary scale for 'university medical specialists' in Appendix C, unless otherwise provided below. Article 4.3 (placement on the salary scales) does not apply to academic medical specialists, except for the provisions of Article 4.3.1 (salary increase).
- 2 An academic medical specialist who has been appointed on a fixed-term contract as referred to in Article 2.4 after 1 April 2013 may be placed in the scale denoted 'medical specialist' in appendix C for a maximum of one year by way of a trial to allow the employer to form an

- opinion about whether the academic medical specialist will become a member of the UMC's permanent staff. If the specialist has been appointed after 1 April 2013 but before 1 April 2015, this period can be extended for a maximum of one year in mutual consultation.
- 3 The academic medical specialist with an employment contract for a specified period as referred to in Article 2.4 may be placed in the scale which is denoted with 'medical specialist' in appendix C for a maximum of three years:
 - a to follow a course/further training;
 - b to perform work as part of a particular project;
 - c on probation, to give the employer the opportunity to form an opinion about whether the academic medical specialist will become a member of the permanent staff of the UMC. This paragraph applies to academic medical specialists who were appointed prior to 1 April 2013.
 - 4 The academic medical specialist who is appointed as a professor within the meaning of the first paragraph of Section 9.19 of the WHW at the university attached to the UMC where he is working, in the discipline in which he is employed as an academic medical specialist, shall be placed in the scale denoted by 'professor medical specialist' in appendix C.
 - 5 The academic medical specialist who is appointed as a professor within the meaning of the first paragraph of Section 9.19 of the WHW at the university attached to the UMC where he is working, in the discipline in which he is employed as an academic medical specialist, shall, if he is also appointed as the head of a department, be placed on the scale denoted by 'professor/professor head of department' in appendix C.
 - 6 If the appointments referred to in the third and fourth paragraphs are temporary, the provisions of the ninth paragraph shall apply mutatis mutandis
 - 7 If an academic medical specialist is transferred to a different job, otherwise than as a disciplinary sanction, with a salary scale that has a lower maximum salary than the scale that he is already on, he shall in any case retain his salary. If this salary is higher than the maximum on the new scale, he shall receive an allowance for the difference. The allowance shall also be increased in the event of a general salary increase.
 - 8 The seventh paragraph is not applicable in the case of a transfer to another job in connection with the termination of an employment contract for a specified period unless the other job falls within the framework of salary scales laid down in appendix C of this CAO.
 - 9 The seventh paragraph is not applicable to an academic medical specialist who is placed in a salary scale in appendix A of this CAO as a result of a decision as referred to in the fourth paragraph of Article 15.1.
 - 10 The seventh paragraph is also not applicable:
 - a if at the time the salary scale referred to in the first paragraph is determined the academic medical specialist is notified in writing that his job is temporary and hence the associated salary scale shall also only apply temporarily;
 - b if the academic medical specialist is reassigned to another job in connection with incapacity to perform his work due to illness.

- 11 If an academic medical specialist is 55 or older, in the event of a voluntary demotion, not being a change in the working hours, whereby a lower salary is received, the pension shall be based on the former pensionable salary and the usual division of the premium shall be adopted. This option shall be offered as long as the ABP pension scheme regulations provide for it.

Article 15.4 Allowances

A number of specific allowances apply for the academic medical specialist.

Article 15.4.1 Allowance for 24-hour shifts

- 1 Articles 4.7.4.2 (work performed during shifts) and Article 4.7.4.3 (travel expenses) do not apply to the academic medical specialists.
- 2 Academic medical specialists who work according to a permanent cyclical roster in which they are scheduled to work 24 hours a day, are entitled to a 24-hour shift allowance of 10% of their scale salary but only up to the amount denoted by salary number 7 on the scale for 'academic medical specialists'. The roster shall in that case be based on a 40-hour week. The academic medical specialist may not claim compensation for additional hours worked if the working week extends to the maximum of an average of 48 hours as referred to in the second paragraph of Article 15.6.
- 3 Contrary to the second paragraph, academic medical specialists who work according to a permanent cyclical roster which involves a combination of day shifts and standby shifts in the hospital in the evening, night or on Saturday and Sunday or on-call shifts, as a result of which the rostered shifts lead to an average working week of between 48 and a maximum of 55 hours on an annual basis, are entitled to a 24-hour shift allowance of 20% of their current scale salary but only up to the amount denoted by salary number 7 on the scale for 'academic medical specialists'
- 4 Academic medical specialists who are entitled to an allowance as referred to in the previous two paragraphs cannot at the same time qualify for the allowance referred to in Article 15.4.2.
- 5 Academic medical specialists aged 60 or older may only be instructed to perform work on a 24-hour roster with their consent.
- 6 The allowance referred to in the second and third paragraphs shall lapse when the academic medical specialist no longer works on 24-hour shifts, unless he no longer works these shifts because he has reached the age of 60. The academic medical specialist shall in that case retain the allowance that he earned in the preceding period of three years.
- 7 Academic medical specialists who do not have full-time working hours shall be assigned work in the roster referred to in the second and third paragraphs in proportion to the number of hours of their appointment.
- 8 From 1 January 2016, academic medical specialists who are prevented from working due to illness or disability shall receive the allowance as referred to in the second and third paragraphs in accordance with the calculation in Article 8.5.2 (calculation of allowances).

Article 15.4.2 Allowance for working unsocial hours

- 1 Academic medical specialists are entitled to an allowance for working shifts and for the performance of work during shifts in the evening, night and at the weekend other than as a result of work they are instructed to perform in excess of their working hours. The amount of the allowance depends on the frequency of the shifts and volume of the work performed on the basis of the following categories:

<i>category</i>	<i>allowance</i>	<i>criteria</i> <i>percentage</i>
1	0%	No/scarcely any on-call/standby shifts and work during these shifts
2	5%	Sporadic on-call/standby shifts and little work during these shifts
3	10%	Regular on-call/standby shifts and regular work during these shifts
4	20%	Frequent on-call/standby shifts and frequent work during these shifts

- 2 Academic medical specialists aged 60 or older may only be instructed to work shifts and to perform work during shifts with their consent.
- 3 The allowance referred to in the first paragraph shall lapse if the academic medical specialist no longer works shifts, unless he no longer works shifts because he has reached the age of 60. The academic medical specialist shall in that case retain the allowance that he earned in the preceding period of three years.
- 4 The allowance shall be calculated over the academic medical specialist’s monthly salary but only up to the amount denoted by salary number 7 on the scale for ‘academic medical specialists’. For academic medical specialists who do not have full-time working hours, the amount of the allowance shall be calculated over the salary that would apply for them if they did have full-time working hours but only up to the amount denoted by salary number 7 on the scale for ‘academic medical specialists’.
- 5 Academic medical specialists who do not have full-time working hours shall perform shifts in proportion to the number of hours of their appointment, unless they have no objection to participating fully in the shifts.
- 6 Academic medical specialists who are entitled to an allowance as referred to in the previous paragraphs may not at the same time qualify for an allowance as referred to in Article 15.4.1.
- 7 From 1 January 2016, academic medical specialists who are prevented from working due to illness or disability shall receive the allowance as referred to in the second and third paragraphs in accordance with the calculation in Article 8.5.2 (calculation of allowances).

Article 15.4.2.1 Matrix

- 1 To qualify for an allowance for working unsocial hours the academic medical specialist must perform on-call/standby shifts at least two days a month on average over the year and/or work on average for more than five hours per month during these shifts.

- 2 Academic medical specialists who meet the conditions in the first paragraph are eligible for an allowance of:
 - a 5%, if the frequency of the shifts is between two and six days per month and/or an average of more than five to ten hours per month is worked during the shifts;
 - b 10%, if the frequency of the shifts is between six and ten days per month and/or an average of more than ten to twenty hours per month is worked during the shifts;
 - c 20%, if the frequency of the shifts is more than ten days per month and/or an average of more than twenty hours per month is worked during the shifts.
- 3 Contrary to the second paragraph, the allowance for academic medical specialists who perform work only sporadically during shifts shall not be higher than 10%.
- 4 The criteria referred to in the second paragraph are indicative. The employer may decide otherwise within the limits set out in the first paragraph of Article 15.4.2.
- 5 The employer shall decide whether to award the allowance referred to in Article 15.4.2 to the academic medical specialist. The following matrix provides an indication of the allowance on a monthly basis:

<i>shift days/ - hours</i>	<i>fewer than 5</i>	<i>5-10</i>	<i>11-20</i>	<i>more than 20</i>
Fewer than 2	0%	5%	10%	10%
2-6	5%	10%	10%	20%
6-10	5%	10%	20%	20%
More than 10	10%	20%	20%	20%

Note: The words and/or in the first and second paragraphs of this article mean that the elements mentioned there have a significance both individually and in combination with each other. In other words, it does not mean ‘and’ but also does not mean ‘or’. The criteria provide guidelines for the employer in the application of the regulation on allowances, which are intended to enable it to establish the percentage that applies for the specialist in accordance with the classification in categories 1 to 4 inclusive in Article 15.4.2. In other words, the number of days with shifts and the number of hours shown to have been worked during those shifts may be used interchangeably so long as the framework of Article 15.4.2 is followed.

Article 15.4.3

Management allowance

Academic medical specialists may be awarded a management allowance by the employer.

Article 15.4.4

Supplement

The employer shall in appropriate cases award an allowance to academic medical specialists who also have an appointment from the university to which the UMC is attached to supplement the salary that they receive by reason of their appointment with the university up to the amount of the salary that they would have received if they had also been employed by the UMC for that part of their employment, all by agreement between the board of governors of the university and the governing board of the UMC.

Article 15.4.5 Bonus for excellence

- 1 With effect from 1 July 2006, academic medical specialists with a doctoral degree and a salary on the scale in appendix C denoted by 'academic medical specialist' shall be awarded an allowance for excellence by the employer amounting to 8% of their salary if the employer considers that the academic medical specialist, based on documentation submitted by him, complies with at least four of the criteria referred to in the second paragraph, at least two of which must be in the category of patient care and must in any case include the fourth criterion, and at least two in the category of education, research and training of specialists.
- 2 The criteria referred to in the first paragraph read as follows:
 - a category of patient care:
 - enjoys both a national and international reputation in his or her field of expertise;
 - initiates objectively demonstrable developments in patient care and is a recognised actor in the implementation in patient care of insights and knowledge obtained from scientific research;
 - makes a substantial and innovative contribution to the development of his or her area of specialisation;
 - has been assigned significant additional responsibilities and tasks by the governing board in relation to the organisation of patient care and, among other things, manages a group of (academic) medical specialists and AIOs.
 - b category of education, research and (specialist) training:
 - is a teacher of courses certified by the RGS and/or scientific associations and supervises other (academic) medical specialists;
 - is the primary initiator of research programmes and acts as project manager and has proven ability to raise additional funding for research proposals;
 - has repeatedly served as co-thesis supervisor and regularly publishes in leading international and national magazines in his discipline and is regularly cited;
 - provides substantive input for the curriculum of educational programmes;
 - develops methods of education and initiates innovations in the field of medical education at curriculum level.
- 3 The employer may withdraw the allowance if it emerges that the academic medical specialist has for an extended period failed to meet the criteria on the basis of which the allowance was awarded.

Article 15.5 Bonus for exceeding standard annual working hours

- 1 If the academic medical specialist is instructed by or on behalf of the employer to perform work whereby his working hours of an average of not more than 48 hours per week (excluding shifts and work performed during shifts) or 55 hours (including work performed during shifts) as referred to in the second and third paragraphs of Article 15.6 are exceeded on an annual basis, on the recommendation of the head of department the Governing Board shall award the academic medical specialist a bonus at the end of that year or after the prolonged period of excess working hours if in the opinion of the Governing Board the production agreements made between the Governing Board and the head of department have been met. If the prolonged period last shorter than one year, the bonus will be granted

at the end of that period. The bonus will be granted on the basis of a review against pre-set arrangements and criteria.

- 2 The size of the bonus as referred to in the first paragraph shall be determined by the number of hours by which the average of not more than 48 or 55 hours as referred to in the first paragraph is exceeded:
 - a If the average is exceeded by three to five hours a week, the academic medical specialist shall be awarded a bonus of 5% of his scale salary on an annual basis;
 - b If the average is exceeded by more than five hours per week, the academic medical specialist shall be awarded a bonus of 10% of his current scale salary on an annual basis.
- 3 For academic medical specialists who do not have full-time working hours, their hourly salary applies for the working hours in excess of the average working hours calculated in proportion to full-time employment of at least 40 and at most 48 hours, excluding work performed during shifts, and 55 hours including the hours worked during shifts.
- 4 Academic medical specialists as referred to in the third paragraph shall be eligible for a bonus as referred to in the first paragraph if the average working hours of 48 hours or 55 hours on an annual basis are exceeded.

Article 15.6 Annual working hours and weekly working hours

- 1 Chapter 6 (annual working hours and weekly working hours) is not applicable to the academic medical specialist, with the exception of Article 6.2.2 (public hoparagraphays).
- 2 The annual working hours of the academic medical specialist are not less than 40 hours and not more than 48 hours on average a week on an annual basis (excluding shifts, work performed during shifts and hours worked on instruction whereby the annual working hours are exceeded). The academic medical specialist may not claim any compensation for the hours worked between 40 and 48 hours a week on average on an annual basis.
- 3 In the case of full-time working hours, the letter of appointment or the contract of employment may only stipulate that the working hours shall amount to 'not less than 40 and not more than 48 hours on average per week'.
- 4 The working hours of the academic medical specialist including work performed during shifts shall amount to not more than 55 hours on average per week on an annual basis.
- 5 For the calculation of the average working week of the academic medical specialist on an annual basis as referred to in the second and third paragraphs, the time that he has not worked due to hoparagraphays, any leave or special leave that he has been granted or illness shall not be taken into consideration. If the maximum number of hours referred to in the second and third paragraphs is structurally exceeded for the performance of the task referred to in Article 15.1 (1), a vacancy shall be created and/or such measures shall be taken as to ensure that the average annual working hours are no longer exceeded.
- 6 In view of the need to calculate an hourly rate for the implementation of social security legislation and the payment for outstanding leave in the event of discharge, the hourly salary of the academic medical specialist shall be based on 1/173 of his monthly salary.

Article 15.6.1 24-hour roster

Academic medical specialists who have worked for seven consecutive days on a 24-hour roster at hours other than between 7.00 a.m. and 8.00 p.m. on weekdays shall have at least 36 hours off immediately following this period.

Article 15.7 Holidays

- 1 The first paragraph of Article 7.1.1 (holiday entitlement) is not applicable to the academic medical specialist.
- 2 The holiday entitlement of academic medical specialists is expressed in days. They are entitled to 24 days of leave per year.
- 3 The reduced holiday entitlement during illness as provided for in the fifth paragraph of Article 7.1.2 applies mutatis mutandis until 1 January 2014, it being understood that the entitlement is expressed in (parts of) days.

Article 15.8 Production-related days off

- 1 Academic medical specialists are entitled to six special leave days each year if and to the extent that the production agreements reached between the Governing Board and the head of department have been met in the relevant year.
- 2 Contrary to the first paragraph, on the recommendation of the head of department the Governing Board may decide to award no leave or fewer than six days of leave if the academic medical specialist has made a less than proportionate contribution to the department's production.

Article 15.9 Training and education

- 1 Article 3.1 (training and development) is not applicable to academic medical specialists.
- 2 Academic medical specialists are entitled to such personal development and training as to enable them to perform their jobs adequately.
- 3 The employer may decide to allow an academic medical specialist to follow training and education in the context of an investigation as referred to in the second paragraph of Article 12.8/12a.8 (termination of contract of employment due to reorganisation), the second paragraph/first paragraph under c. of Article 12.10/12a.10 (termination of employment due to illness) or the third paragraph of Article 12.11 (discharge on other grounds).
- 4 The employer may decide to allow the academic medical specialist to follow a management course or a similar course.
- 5 The employer shall pay the costs and the time involved in the training referred to in the third paragraph to the extent that they can actually and within reason be attributed to the training.
- 6 The costs of the training referred to in the fourth paragraph shall be borne by the employer to the extent that they can be demonstrated and can within reason be attributed to the training, unless otherwise agreed in the annual appraisal. Half of the time involved in the training, to the extent that it can actually and within reason be attributed to the training, shall be on the academic medical specialist's own time, unless otherwise agreed in the annual appraisal.

- 7 With respect to the reimbursement of costs referred to in the fifth and sixth paragraphs, Articles 3.1.1 (costs) to 3.1.4 (hardship clause) shall apply mutatis mutandis.

Article 15.9.1 **Job-related expenses**

- 1 Regardless of the number of annual working hours, the employer shall provide a personal budget of € 4,988 for each academic medical specialist towards the costs associated with the performance of their job, which costs shall in any case include study costs for the purpose of accreditation, further training and retraining, visits to congresses and symposiums, including the associated travel costs, memberships of scientific associations, the Royal Dutch Medical Association (KNMG) and professional associations. This amount will be increased to € 6,000 a year from 1 January 2016. The job-related expenses will be increased to € 6,060 a year from 1 January 2017 and to € 6,121 a year from 1 January 2018. From 2019, the job-related expenses will be increased annually with effect from 1 January by the structural increases in the salary scales as referred to in Article 4.1 that were agreed in the preceding year.
- 2 The academic medical specialist may claim reimbursement of expenses incurred in connection with the activities stipulated in the first paragraph up to a maximum of this amount directly from the employer. Any balance may be carried over to the following year with the proviso that the total budget may not exceed 150% of the amount referred to in the first paragraph. The academic medical specialist shall on request by the employer submit the invoices for the expenses referred to in the first paragraph.
- 3 The head of department may incidentally assess whether visits to congresses and symposiums that the academic medical specialist intends to fund from the budget referred to in the first paragraph fit in with the objective of the UMC and/or the relevant discipline.
- 4 If an academic medical specialist is reimbursed for similar expenses by virtue of another employment relationship, the expenses referred to in this article shall be reimbursed pro rata.

Article 15.9.2 **Study leave**

- 1 Academic medical specialists are entitled to a maximum of ten days of leave a year for study, accreditation activities, further training and retraining and to visit congresses and symposiums.
- 2 If the further training and retraining of an academic medical specialist who does not work full-time working hours is followed outside the agreed work pattern, he shall be entitled to proportionate compensation in time off within the agreed work pattern.

Article 15.10 **Personal budget**

- 1 The development financed from the personal budget as referred to in Article 3.2 is additional to the education and training referred to in Articles 15.9 and 15.9.1. From 1 January 2016 the personal budget as referred to in Article 3.2 of this cao shall be deemed to be included in the job-related expenses.
- 2 The outstanding accrued balance of the personal budget up to and including 31 December 2015 shall remain intact in accordance with the rules in Article 3.2.4 of this cao and may be used in accordance with Article 3.2.2 of this cao.

- 3 For the academic medical specialist, the purchase of 15 additional hours of leave referred to in Article 3.2.2 paragraph 5 (purposes for which personal budget can be used) is expressed in days and amounts to two days.

Article 15.11 Extra personal budget

- 1 For the academic medical specialist, the reduction of the standard annual hours as a purpose for which the extra personal budget can be used as referred to in Article 3.3.2, paragraph 1 under a (purposes for which the personal budget can be used) is expressed in extra days off.
- 2 The academic medical specialists who fall under the definition in Article 3.4, paragraph 2 (options) will continue to be entitled to:
 - additional days off on the basis of age in accordance with the following table:

<i>age</i>	<i>increase</i>
from 45 to 49	2 days
from 50 to 54	3 days
from 55 to 59	5 days
from the age of 60	6 days

- the annual working hours of employees aged 60 or older shall be reduced by an average of half an hour per day from the working hours referred to in the second and third paragraphs of Article 15.6, unless the academic medical specialist chooses not to avail of this provision;
- in the event of FPU discharge at 63 years of age or older, a bonus of 15% of the annual remuneration in accordance with Article 12(a).4.1 paragraphs 7 and 9 Cao UMC 2007 (Pre-FPU regulation) (see appendix N).

Article 15.12 Transitional provision

Article 15.3.4 (transitional regulation), Article 15.3.5 (re-grading on the salary scale), Article 15.3.6 and Article 15.7.1 (days off in connection with reduction of working hours) from the CAO-AH 2002-2004 apply to the salary determination and guarantee regulation of 1 June 1999.

Article 16.1 Scope of application

The provisions of this chapter cover students in training for the jobs of nurse (qualification levels 2 to 5), operation assistant, anaesthesia assistant, radiological and radiotherapeutic laboratory assistant and medical nuclear worker. Articles 3.1 (training and education), 4.2 (job grading and transitional regulations) and 4.3 (placement on salary scales) are not applicable to the students referred to in this chapter.

Article 16.2 /**Article 16.3 Rules and regulations**

- 1 The education and examination regulations of the educational institution shall apply.
- 2 In addition, the Governing Board shall determine:
 - a the organisation and the structure of the practical component of the training in the UMC;
 - b the obligations, powers and responsibilities of the student and of the individuals in the UMC charged with the practical component;
 - c the resolution of any disputes which may arise between the student and the individuals involved in the practical component in the UMC.

Article 16.4 Termination of training

The employment relationship with the student shall end by operation of law when the training ends pursuant to the rules governing that training.

Article 16.5 Pre-clinical training period *

- 1 A training contract shall be concluded between the student and the UMC for the term of the pre-clinical training period.
- 2 The training contract shall regulate:
 - a the allowances to be paid to the student;
 - b the pocket money;
 - c the commitment that the student shall be appointed by the UMC on successful completion of the pre-clinical training period; and
 - d the student's obligation to repay any allowances received if he does not successfully complete this part of the training or at his own request does not enter employment with the UMC.
- 3 During the pre-clinical training period students who take the secondary vocational education (MBO) variant shall be given pocket money and are entitled to reimbursement of fees and the costs of books that they are required to purchase. Students who follow the higher professional education (HBO) variant shall be entitled to an amount to supplement their grant up to the total amount of the pocket money allowance and the allowance for fees and the costs of books that they are required to purchase.

** To provide a complete outline of the period of training, the provisions concerning the pre-clinical training period are included in the CAO-UMC. During this period, however, the student is not employed by the UMC and is therefore not an employee.*

Article 16.6 Clinical training period

A contract of employment shall be concluded with the student referred to in this chapter on the grounds of Article 2.4.4 (training) for the term of the clinical training period.

Article 16.6.1 Annual working hours

- 1 The working hours amount to a maximum of 36 hours a week on average, and at least the number of hours that the student must be engaged in patient care for the course plus the time that he spends attending classes or sitting exams at the educational institute.
- 2 The time that the student spends attending classes or sitting exams shall be regarded as working hours. The time that the student must devote to personal study and the time needed to prepare for exams for the course are not working hours.

Article 16.6.2 Salary

- 1 During the clinical training period students at qualification level 4/5 shall be placed on scale A as set out in appendix D of this CAO, on the basis of an average working week of 36 hours.
- 2 During the clinical period students at qualification level 2/3 shall be placed on scale B as set out in appendix D of this CAO, on the basis of an average working week of 36 hours.
- 3 So long as the student has not reached the maximum salary in the relevant scale the employer shall award the next higher amount in the scale after each period of one year if the student is admitted to a following period of training.

Article 16.6.3 Costs of training

The costs of the training in the clinical training period shall be borne by the employer, including the fees and the costs of books the student is required to purchase.

Article 16.6.4 Assessment

- 1 The employer shall ensure that the student's practical functioning is regularly assessed by those who are involved in the practical component of the training in the UMC.
- 2 The employer shall lay down rules with respect to the assessment referred to in the first paragraph and the criteria to be adopted for it.

Article 16.6.5 Employment immediately following training

On successful completion of the training the student shall be employed by the UMC, unless the student was trained on behalf of another hospital or there are other serious objections to the appointment.

Special provisions for other staff in training

Article 17.1 **Scope of application**

- 1 The provisions of this chapter relate to employees who are employed for the purpose of training for any occupation in the UMC other than as AIOs or as students for a position referred to in Article 16.1 (scope of application).
- 2 Medical school graduates and medical interns who have started a doctoral study on or after 1 April 2015 fall under the scope of Chapter 13 of this cao. They are regarded as researchers in training (OIOs), as referred to in Article 17.3 paragraph 2. They shall be placed on the applicable salary scale in accordance with Article 13.2 of the cao.
- 3 Unless otherwise provided by or by virtue of this CAO, the other chapters of this CAO are also applicable to employees referred to in the first paragraph.

Article 17.2 **Employment for an indefinite period**

Contrary to Article 2.4.4 (training), employees with an employment contract for an indefinite period shall remain in employment for an indefinite period on commencement of the training.

Article 17.3 **Salary**

- 1 Article 4.2 (job grading and transitional regulations) and Article 4.3 (classification on salary scales) are not applicable to employees to whom this chapter applies.
- 2 For researchers in training (OIO) with a contract of employment to secure a doctoral degree, the salary scale specified in appendix D in this CAO applies.
- 3 The employer shall place the OIO at salary number 0 on the applicable salary scale on commencement of employment. The salary of the OIO shall be increased to the next higher amount after every period of 12 months if in the opinion of the employer he is making good progress with his doctoral study and performing his job properly.

Article 17.4 **Training**

The Governing Board shall determine:

- a the organisation and structure of the training within the UMC;
- b the obligations, powers and responsibilities of the employee and of the individuals charged with the training;
- c the method of resolution of any disputes which may arise in the context of the training between the employee and the individuals involved in the training.

Article 17.4.1 **Costs of training**

The costs of the training shall not be borne by the employee, with the exception of the costs of the materials and books required for the study.

Article 17.4.2 **Training during working hours**

The training shall be given during working hours. Hours of study shall not be regarded as working hours.

Article 17.4.3 Assessment

- 1 The employer shall ensure that the employee is regularly assessed by the individuals who are involved in their training.
- 2 The employer shall lay down rules for the assessment procedure and the criteria to be adopted in the assessment.

Article 17.4.4 Graduation bonus for researchers in training (OIOs)

The employer shall award a one-off bonus to an OIO who successfully graduates with a doctorate during his employment. The bonus shall amount to EUR 750 gross. This bonus shall not be set off against other local schemes for OIOs/doctoral students. The employer may opt to award the amount of the bonus in the form of a net allowance for expenses.

Article 17.5 Termination of employment

- 1 An employee's employment contract for a specified period shall end with effect from the first day of the month following that in which the training ends according to the rules governing that training.
- 2 If the training is successfully completed according to the rules governing that training, the employment contract shall not end before the Board of Directors has ordered a thorough study into the possibility of reassigning the employee in a suitable job within the UMC. In the case of an OIO, the employer shall only investigate the possibility of reassignment at the request of the OIO.

Provisions concerning the terms of employment selection model

Article 18.1 Selection model

- 1 Every year the employee shall be given the opportunity to design part of their terms of employment by choosing to use particular entitlements for a different purpose.
- 2 The choices consist of exchanging:
 - a time for time
 - b money for entitlements in kind or extra pension entitlements
 - c money for leave under the life-course savings scheme subject to the statutory limits and the provisions of Appendix Q.
- 3 The exchange of time shall only apply to entitlements in time that have been accrued since 1 January 2002. The normal rules with respect to taking leave and payment for leave shall apply for entitlement to leave that existed on that date.
- 4 The employer may lay down rules for the implementation of the provisions of this chapter.

Article 18.2 Time for time

- 1 Employees may save up to a maximum of 168 hours for paid leave. For employees working less than full-time working hours, the number of hours shall be determined proportionately. If the maximum number of hours has been saved, hours can again be saved up to the maximum when hours that were saved have been taken. The entitlement to the hours saved can be carried over to a following calendar year.
- 2 The sources for saving for this option are:
 - a the hours of holidays, with the exception of the statutory minimum holiday entitlement.
 - b the additional hours worked by virtue of Article 6.1.1 (extension of full-time working hours).
- 3 Employees must first consult their manager before taking the leave that has been saved, preferably during the annual appraisal. The extra leave may not be taken within a year prior to the commencement of the retirement pension or VUT/FPU. The provisions of the seventh paragraph of Article 7.1.3 (taking of hoparagraphay leave) apply mutatis mutandis with regard to permission that has been granted to take leave owed.
- 4 One saved hour is equal in value to one hour of leave taken.
- 5 If an employee is ill or unfit for work at the start of an agreed period of leave, the leave will be suspended. If the employee wishes to use the saved days of leave after his illness or incapacity, the employee must again ask the employer for permission, unless the illness or incapacity did not last more than five days.
- 6 If the employee falls ill or becomes unfit for work whilst on leave, the leave will not be suspended until the illness has lasted 10% of the original period of leave. If the employee is partially ill or unfit for work, the employee will be considered to be on leave to the extent that he is fit for work.
- 7 Saved leave that is being taken shall be suspended immediately in the event of leave by reason of pregnancy, childbirth or organ donation.
- 8 If the employment is terminated by discharge, the employee must take the accrued leave prior to the date of discharge.

In those cases where the leave cannot be taken or the employer requests the employee not to take the leave prior to discharge, the accrued savings shall be paid in cash. 9 In the event of the employee's death, the provisions of the third paragraph of Article 18.4.3 in Appendix Q to this CAO shall apply mutatis mutandis.

Article 18.3 Money for entitlements in kind or extra pension

- 1 Employees may participate in a scheme adopted by the employer in consultation with the works council for a bicycle plan, payment of membership fees for a trade union and/or other professional or trade associations and/or save-as-you-earn schemes. The employer shall properly inform employees (in writing) about the consequences of particular choices for pension rights and for social security. The employer may, in consultation with the works council and subject to the approval of the tax authorities, add further targets to the scheme, such as commuting.
- 2 Sources for saving for participation in one of the schemes referred to in the first paragraph are:
 - a the salary by virtue of Article 4.1 or Article 15.3 in excess of the statutory minimum wage
 - b the holiday allowance by virtue of Article 4.5
 - c the allowances in the salary by virtue of chapter 4 and chapter 15
 - d the loyalty premium by virtue of Article 4.8.2
 - e a bonus by virtue of Article 4.10 and Article 15.5 (bonus for exceeding standard annual working hours)
 - f the end-of-year bonus by virtue of Article 4.4.
- 3 Employees may also use the sources referred to in the second paragraph to accrue additional pension entitlements, subject to the permitted tax limits and the rules laid down by the ABP pension fund.

Article 18.4 /

Article 18.5 Hardship clause

- 1 If application of this chapter leads to manifest unfairness as a result of substantial changes in the personal circumstances of the employee, it shall be possible to annul agreements that have been made and to agree on a suitable solution with the employer.
- 2 The employer shall decide in situations not provided for in this chapter having due regard to principles of reasonableness and fairness. Such decisions shall be reported to the LOAZ.

CHAPTER 19

Transitional provision and title for citation

Article 19.1 **'Querido'**

The special salary regulation for scientific staff of medical faculties, referred to in the letters of the Minister of Education, Arts and Sciences of 6 July 1961 no. DGW 77.889, of 31 July 1961, no. 79.804 and of 27 November 1961, no. 82440 and the accompanying, directives remain applicable to those persons who in January 1992 were entitled to an allowance by virtue of that regulation and did not fall under the salary regulation for medical specialists laid down in the letter of the Minister of Education and Science of 31 December 1981 HW/OP/A/395.893, HW/P 410.002 with the accompanying directives in implementation of that salary regulation of 14 May 1982, no. 401.985.

Article 19.2 **Title**

This Cao shall be cited as the Collective Agreement of the University Medical Centres (Cao UMC).

Appendices, subject index

APPENDIX A: SALARY SCALES

Salary scales 1 to 5

Monthly amounts in euros on the basis of full working hours

scale								salary
1	2	3	4	5	1-8-2014	1-8-2015	1-8-2016	1-8-2017
0					1,580	1,596	1,612	1,628
	0				1,614	1,630	1,646	1,662
1		0			1,649	1,665	1,682	1,699
	1	1	0		1,685	1,702	1,719	1,736
2			1		1,719	1,736	1,753	1,771
3	2	2		0	1,753	1,771	1,789	1,807
4			2		1,789	1,807	1,825	1,843
5	3	3		1	1,828	1,846	1,864	1,883
6	4		3		1,879	1,898	1,917	1,936
	5	4		2	1,935	1,954	1,974	1,994
	6	5	4		2,002	2,022	2,042	2,062
	7	6	5	3	2,074	2,095	2,116	2,137
		7	6	4	2,135	2,156	2,178	2,200
		8	7	5	2,200	2,222	2,244	2,266
		9	8	6	2,258	2,281	2,304	2,327
			9	7	2,322	2,345	2,368	2,392
			10	8	2,384	2,408	2,432	2,456
				9	2,441	2,465	2,490	2,515
				10	2,503	2,528	2,553	2,579

Salary scales 6 to 10

Monthly amounts in euros on the basis of full working hours

scale									salary
6	7	8	9	10	1-8-2014	1-8-2015	1-8-2016	1-8-2017	
					1,879	1,898	1,917	1,936	
0					1,935	1,954	1,974	1,994	
1					2,074	2,095	2,116	2,137	
2	0				2,135	2,156	2,178	2,200	
3	1				2,200	2,222	2,244	2,266	
4					2,258	2,281	2,304	2,327	
5	2				2,322	2,345	2,368	2,392	
6					2,384	2,408	2,432	2,456	
7	3	0			2,441	2,465	2,490	2,515	
8	4				2,503	2,528	2,553	2,579	
9	5	1		0	2,566	2,592	2,618	2,644	
10	6				2,626	2,652	2,679	2,706	
	7	2	0	1	2,689	2,716	2,743	2,770	
	8				2,752	2,780	2,808	2,836	
	9	3	1	2	2,818	2,846	2,874	2,903	
	10	4			2,892	2,921	2,950	2,980	
		5	2	3	2,963	2,993	3,023	3,053	
		6			3,025	3,055	3,086	3,117	
		7	3	4	3,091	3,122	3,153	3,185	
		8			3,156	3,188	3,220	3,252	
		9	4	5	3,218	3,250	3,283	3,316	
		10			3,273	3,306	3,339	3,372	
			5	6	3,340	3,373	3,407	3,441	
			6	7	3,457	3,492	3,527	3,562	
			7	8	3,586	3,622	3,658	3,695	
			8	9	3,704	3,741	3,778	3,816	
				10	3,819	3,857	3,896	3,935	
				11	3,937	3,976	4,016	4,056	
				12	4,070	4,111	4,152	4,194	

Salary scales 11 to 14

Monthly amounts in euros on the basis of full working hours

scale							salary
11	12	13	14	1-8-2014	1-8-2015	1-8-2016	1-8-2017
0				3.457	3.492	3.527	3.562
1				3.586	3.622	3.658	3.695
2				3.704	3.741	3.778	3.816
3				3.819	3.857	3.896	3.925
4				3.937	3.976	4.016	4.056
5				4.070	4.111	4.152	4.194
6	0			4.200	4.242	4.284	4.327
7	1			4.322	4.365	4.409	4.453
8	2			4.442	4.486	4.531	4.576
9	3			4.565	4.611	4.657	4.704
10	4			4.685	4.732	4.779	4.827
11				4.747	4.794	4.842	4.890
	5	0		4.810	4.858	4.907	4.956
	6	1		4.932	4.981	5.031	5.081
	7	2	0	5.048	5.098	5.149	5.200
	8	3	1	5.171	5.223	5.275	5.328
	9	4	2	5.327	5.380	5.434	5.488
	10			5.398	5.452	5.507	5.562
		5	3	5.476	5.531	5.586	5.642
		6	4	5.629	5.685	5.742	5.799
		7	5	5.784	5.842	5.900	5.959
		8		5.855	5.914	5.973	6.033
			6	5.936	5.995	6.055	6.116
			7	6.098	6.159	6.221	6.283
			8	6.263	6.326	6.389	6.453
			9	6.434	6.498	6.563	6.629

Salary scales 15 to 15

Monthly amounts in euros on the basis of full working hours

scale								salary
15	16	17	18	1-8-2014	1-1-2015	1-8-2015	1-8-2016	1-8-2017
0				5.476	5.476	5.531	5.586	5.642
1				5.629	5.629	5.685	5.742	5.799
2				5.784	5.784	5.842	5.900	5.959
3	0			5.936	5.936	5.995	6.055	6.116
4	1			6.098	6.098	6.159	6.221	6.283
5	2			6.263	6.263	6.326	6.389	6.453
6	3	0		6.434	6.434	6.498	6.563	6.629
7	4	1		6.642	6.642	6.708	6.775	6.843
8	5	2		6.851	6.851	6.920	6.989	7.059
9	6	3	0	7.068	7.068	7.139	7.210	7.282
	7	4	1	7.295	7.312	7.385	7.459	7.534
	8	5	2	7.526	7.572	7.648	7.724	7.801
	9	6	3	7.769	7.846	7.924	8.003	8.083
		7	4	8.016	8.125	8.206	8.288	8.371
		8	5	8.272	8.414	8.498	8.583	8.669
		9	6	8.536	8.712	8.799	8.887	8.976
			7	8.809	9.020	9.110	9.201	9.293
			8	9.089	9.336	9.429	9.523	9.618
			9	9.380	9.664	9.761	9.859	9.958

Intermediate scales for nursing staff

Monthly amounts in euros on the basis of full working hours

scale				salary			
8a	8b	9a	9b	1-8-2014	1-8-2015	1-8-2016	1-8-2017
	0			2.441	2.465	2.490	2.515
0	1			2.566	2.592	2.618	2.644
1				2.626	2.652	2.679	2.706
2	2		0	2.689	2.716	2.743	2.770
3	3	0	1	2.818	2.846	2.874	2.903
4	4	1		2.892	2.921	2.950	2.980
5	5	2	2	2.963	2.993	3.023	3.053
6	6			3.025	3.055	3.086	3.117
7	7	3	3	3.091	3.122	3.153	3.185
	8			3.156	3.188	3.220	3.252
	9	4	4	3.218	3.250	3.283	3.316
	10			3.273	3.306	3.339	3.372
		5	5	3.340	3.373	3.407	3.441
		6	6	3.457	3.492	3.527	3.562
			7	3.586	3.622	3.658	3.695
			8	3.704	3.741	3.778	3.816

APPENDIX B

Salary scale for medical interns (scale 11a)

Monthly amounts in euros on the basis of full working hours

scale					salary
	11a	1-8-2014	1-8-2015	1-8-2016	1-8-2017
	0	3.218	3.250	3.283	3.316
	1	3.340	3.373	3.407	3.441
	2	3.457	3.492	3.527	3.562
	3	3.586	3.622	3.658	3.695
	4	3.704	3.741	3.778	3.816
	5	3.819	3.857	3.896	3.935
	6	3.937	3.976	4.016	4.056
	7	4.070	4.111	4.152	4.194
	8	4.200	4.242	4.284	4.327
	9	4.322	4.365	4.409	4.453
	10	4.442	4.486	4.531	4.576

APPENDIX C

Salary scales of academic medical specialists

Monthly amounts in euros on the basis of full working hours

Medical Specialist (MS)						salary
increment	1-8-2014	1-1-2015	1-8-2015	1-8-2016	1-8-2017	
0	5.480	5.480	5.535	5.590	5.646	
1	5.961	5.961	6.021	6.081	6.142	
2	6.558	6.558	6.624	6.690	6.757	
Academic medical specialist (AMS)						salary
increment	1-8-2014	1-1-2015	1-8-2015	1-8-2016	1-8-2017	
0	7.171	7.269	7.342	7.415	7.489	
1	7.541	7.687	7.764	7.842	7.920	
2	7.908	8.101	8.182	8.264	8.347	
3	8.282	8.524	8.609	8.695	8.782	
4	8.652	8.942	9.031	9.121	9.212	
5	9.024	9.362	9.456	9.551	9.647	
6	9.393	9.779	9.877	9.976	10.076	
7	9.766	10.201	10.303	10.406	10.510	
8	10.136	10.619	10.725	10.832	10.940	
Professor/medical specialist (P/MS)						salary
increment	1-8-2014	1-1-2015	1-8-2015	1-8-2016	1-8-2017	
0	8.923	9.248	9.340	9.433	9.527	
1	9.210	9.572	9.668	9.765	9.863	
2	9.496	9.895	9.994	10.094	10.195	
3	9.782	10.219	10.321	10.424	10.528	
4	10.072	10.546	10.651	10.758	10.866	
5	10.357	10.868	10.977	11.087	11.198	
6	10.643	11.191	11.303	11.416	11.530	
7	10.928	11.513	11.628	11.744	11.861	
Professor, Professor/head of department (P, P/A)						salary
increment	1-8-2014	1-1-2015	1-8-2015	1-8-2016	1-8-2017	
0	10.303	10.807	10.915	11.024	11.134	
1	10.638	11.186	11.298	11.411	11.525	
2	10.974	11.565	11.681	11.798	11.916	
3	11.305	11.939	12.058	12.179	12.301	
4	11.641	12.319	12.442	12.566	12.692	
5	11.979	12.701	12.828	12.956	13.086	
6	12.311	13.076	13.207	13.339	13.472	
7	12.644	13.452	13.587	13.723	13.860	

APPENDIX D

Salary scale for students

Monthly amounts in euros on the basis of full working hours

Clinical preparation period	1-8-2014	1-8-2015	1-8-2016	1-8-2017
Pocket money	450	450	450	450
Clinical training period				
scale A	1-8-2014	1-8-2015	1-8-2016	1-8-2017
First year	1.189	1.201	1.213	1.225
Second year	1.503	1.518	1.533	1.548
Third year	1.697	1.714	1.731	1.748
Fourth year	1.857	1.876	1.895	1.914
scale B	1-8-2014	1-8-2015	1-8-2016	1-8-2017
First year	991	1.001	1.011	1.021
Second year	1.110	1.121	1.132	1.143
Third year	1.318	1.331	1.344	1.357
Researchers in training				
scale	1-8-2014	1-8-2015	1-8-2016	1-8-2017
0	2.200	2.222	2.244	2.266
1	2.566	2.592	2.618	2.644
2	2.689	2.716	2.743	2.770
3	2.818	2.846	2.874	2.903

APPENDIX E

Minimum holiday allowance

The monthly amount of the basic holiday allowance based on full working hours is:

Per 1 August 2014	€ 158.89
Per 1 August 2015	€ 160.48
Per 1 August 2016	€ 162.08
Per 1 August 2016	€ 163.70

APPENDIX F

Amounts of deputising allowance

Monthly amounts in euros on the basis of full working hours

scale	1-8-2014	1-1-2015	1-8-2015	1-8-2016	Amount 1-8-2017
3	98	98	99	100	101
4	102	102	103	104	105
5	106	106	107	109	110
6	113	113	114	115	116
7	126	126	127	128	130
8a	141	141	143	144	146
8b	143	143	144	146	147
9a	157	157	158	160	162
9b	160	160	161	163	165
10	166	166	168	169	171
11	205	205	207	209	211
12	240	240	242	245	247
13	267	267	269	272	275
14	287	287	290	293	296
15	314	314	317	320	323
16	343	345	348	351	355
17	374	379	382	386	390
18	411	418	423	427	431
scale	1-8-2014	1-1-2015	1-8-2015	1-8-2016	Amount 1-8-2017
MS	301	301	304	307	310
UMS	433	447	452	456	461
H/MS	496	519	524	529	535
H,H/A	574	606	613	619	625

Allowances and travel expenses for trainees

1 ALLOWANCES FOR TRAINEES

Scope of application

With effect from 1 March 2002 there is an allowance scheme for:

- students training for the functions of nurse, operation assistant, anaesthesia assistant, radiological and radiotherapy laboratory assistant and medical nuclear worker who, because of their training route, are not eligible for pocket money or are not employed by the hospital.
- MLO and HLO apprentices in the diagnostic laboratories, with the understanding that where no distinction can be made between a diagnostic and research laboratory the laboratory shall be regarded as a diagnostic laboratory.

Size of the allowance

The trainee allowance shall be awarded for traineeships of longer than 1 month and amounts to EUR 308 gross per month for a full-time traineeship. The allowance will be increased to € 311 from 1 August 2015, € 314 from 1 August 2016 and € 317 from 1 August 2017. This allowance is also deemed to cover any expenses (including travel expenses until 1 January 2016).

2 TRAVEL EXPENSES FOR TRAINEES AND INTERNS

Scope of application

From 1 January 2016, all trainees and interns will receive an allowance for travel expenses. The allowance will only be provided to the extent that the government or the training institute does not provide any other allowance or a public transport season ticket or that season ticket is not valid on the days or at the times of trips.

Size of the allowance

The allowance shall be paid in accordance with the applicable rules for reimbursement of commuting to and from the UMC where the internship is being followed. If the relevant UMC has a special scheme for reimbursing the travel expenses of interns, that scheme shall apply. The local expenses scheme will also supplement this provision if the allowance from the government or the training institution does not reimburse the travel costs in particular cases or on particular days.

The trainee or intern is expected to request the allowance personally, with submission of the travel documents.

Training regulation for aios

Regulation in implementation of Article 13.6 of the CAO- UMC.

Article 1 Definitions

Central Board: the Central Board for the Certification and Registration of Medical Specialists.

Trainer: a doctor who is listed in the register of certified medical specialists of the Royal Dutch Medical Association (KNMG) and recognised by the RGS as a trainer for the relevant specialism.

Head of department: the head of a medical department as defined in the first and second sub-sections of Section 12.16 of the WHW.

Article 2 Obligations of the trainer

- 1 The trainer is obliged to train the AIOs for the relevant specialism, within the framework established by the employer and in accordance with the requirements laid down by the Central Board.
- 2 The trainer is obliged to maintain a balance between the work that the AIOs perform for patient care in the hospital and the work they perform in the interests of their training. In doing so, the trainer shall take into account the employment status regulations and the instructions issued by the employer with respect to the organisation of the hospital.

Article 3 Obligations of the AIOs

- 1 The AIO is obliged to perform all work that is necessary in connection with his training as a medical specialist and with patient care carefully and to the best of his ability, within the limits laid down by the employer and in accordance with the instructions of the trainer and of the head of department and in accordance with the requirements laid down by the Central Board. The AIO must also observe the regulations governing employment status and the official instructions concerning the organisation of the hospital issued to him by the employer.
- 2 The AIO shall inform himself of the requirements of the Central Board referred to in the first paragraph, which shall be given to him by the trainer on commencement of the training.
- 3 The AIO shall make a significant personal contribution to his own training. This means, among other things, that the AIO shall also devote part of his free time to the study necessary to be optimally equipped for his future job.

Article 4 Obligations of the employer

The employer shall ensure that the training for the specialism can be provided in accordance with the training requirements laid down by the Central Board.

Article 5 Joint obligation

The trainer and the AIO are obliged to comply with the rules laid down by the employer to guarantee a proper balance between training and patient care in the day-to-day running of the UMC. These rules may also arise from recommendations issued by the central training committee of the UMC.

Article 6 Organisation of the training

- 1 The trainer and the AIO shall strive to organise the training, in close consultation with the relevant head of department (or with the relevant heads of department), on the basis of the training requirements and the training schedule approved by the RGS.
- 2 The organisation of the training may be revised during the training in consultation between the parties, including the relevant head of department.
- 3 The employer and the central training committee shall be notified of the organisation of the training and of any changes made to it.

Article 7 Assessment

- 1 The employer shall arrange for regular assessment interviews to take place between the AIOs, those who are involved in their training and an official of behalf of the UMC who is not involved in the training, in accordance with the substantive training requirements of the Central Board for the certification and registration of medical specialists; The last-named official shall promptly notify the employer of the outcome of the assessment interviews.
- 2 The AIOs shall be assessed by the trainer in relation to the training for the relevant specialism on the basis of the training requirements laid down by the Central Board and the rules of the RGS.
- 3 The AIOs shall be assessed as employees with respect to aspects that do not relate to the training on the basis of the first paragraph of Article 3.3.1 of the CAO (annual appraisal).

Article 8 Commencement and conclusion of training

- 1 The training of the AIOs shall commence at the time stipulated in the letter of appointment or contract of employment for the commencement of employment for a specified period.
- 2 The training of the AIOs shall end:
 - at the time at which the training ends in accordance with the prevailing rules of the Central Board, or
 - on the date stipulated in the letter of appointment or contract of employment for the end of the employment for a specified period.

Article 10 Responsibility

During their training the AIOs shall also practice medicine and as such have personal medical responsibility for the treatment of patients who are entrusted to their care. In this context, the trainer or the staff members taking part in the training have a joint responsibility, which depends on specific circumstances that must be established from case to case. The employer shall at all times bear overall responsibility for the proper provision of care, having regard to the training duties of the UMC.

Article 11 Disputes

- 1 Disputes relating to the training shall be submitted to the RGS in accordance with the appropriate regulations.
- 2 With respect to other disputes which arise with regard to the application of this training regulation but do not relate to the training, any of the parties concerned may submit a

request for an opinion, in writing and stating reasons, to the UMC's advisory committee as referred to in Section 7.13 of the General Administrative Law Act. The Radboud UMC and VUMC have similar committees.

Whereas:

- 1 on the grounds of laws and regulations, including the Higher Education and Research Act, the university hospital is an institution with tasks in, among others, the areas of patient care, research and education and is an institution with a (statutory) responsibility with respect to the efficiency, effectiveness and patient-orientation of the provision of care;
- 2 the Higher Education and Research Act (Section 12.2 (1)) also provides that medical specialists shall be given the opportunity to provide scientific medical education and to conduct scientific medical research, all to the extent permitted by the interests of the patients;
- 3 the Higher Education and Research Act (Section 12.16 (1)) also provides that, without prejudice to the responsibility of the governing board, the responsibility for patient care rests with the heads of departments; that they thereby observe the organisational and financial frameworks laid down by the governing board.
- 4 within the framework of the Higher Education and Research Act the medical specialist who works in the university hospital must act as a good care worker in compliance with the responsibility imposed on him by prevailing medical professional standards and has a personal non-transferable responsibility under criminal law and professional discipline in his relationship with the patient to whom he is accountable for his medical specialist treatment;
- 5 the Higher Education and Research Act (section 12.3 (2) and (3)) provides that all powers to regulate and manage are delegated to the governing board;
- 6 there is a financial framework for the overall care provided by the university hospital and the medical specialists which compels the setting of priorities in the provision of care and the governing board is thereby ultimately responsible for using the resources in the university hospital in such a way that the possibilities for providing proper care are optimal;
- 7 the governing board enables the medical specialist to treat his patients within the limits of the possibilities and resources available to him;
- 8 the medical specialist shall provide his medical professional treatment in the context of the integrated provision of care in the university hospital and current policy having due regard to the legal position of the head of department;
- 9 on the grounds of the Medical Treatment Contracts Act (WGBO), the university hospital, as the institution that concludes the agreement with the patient, may be held liable for errors in the provision of care, regardless of where in the university hospital and by whom they were made and that it is usually the medical specialist who meets the qualitative requirements arising from this law on behalf of the university hospital;
- 10 the parties feel it is desirable to lay down the framework within which the medical specialist should perform his job in the university hospital given the relationships between the governing board, the head of department and the medical specialist;
- 11 the governing board and the medical specialist shall observe this professional charter in the practical implementation of their individual and joint responsibilities in order to clarify the relationship between them;

the following provisions apply for the medical specialists:

Article 1 Definitions

University hospital: the hospital that operates in the field of patient care and also assists in the scientific medical education and research at the university to which it is affiliated and which also has leading clinical and leading reference functions in health care, has a development function and co-operates in, among other things, the training of medical specialists.

Governing board: the management body of the university hospital as referred to in Section 12.3 of the WHW.

The Stafconvent: the organisational body referred to in Section 12.17 of the Higher Education and Research Act, which assists in the management of the university hospital and whose members include in any case the heads of department.

The head of department: a head of a medical department appointed by the governing board, generally a professor/medical specialist.

The department: the unit of the university hospital referred to in Section 12.15 of the Higher Education and Research Act.

The medical specialist: medical specialists who are registered as such with the Medical Specialists Registration Committee of the KNMG.

Medical professional autonomy: the freedom of judgement of the specialist, given the legal framework and professional standards, without intervention by third parties, to make diagnoses and provide advice in the individual doctor/patient relationship about treatment and/or all other activities, including conducting examinations and providing advice with the objective of improving the health of the patient.

Article 2 General provisions

- 1 The specialist shall do everything necessary in his job to enable the university hospital to perform its primary tasks and achieve its objectives pursuant to legal and other rules in the areas of patient care, scientific medical research and education, in so far as can be reasonably demanded of him, within the organisational and financial frameworks laid down by or on behalf of the governing board pursuant to Section 12.16 (1) of the WHW.
- 2 The specialist shall in this context act as a good care worker in compliance with prevailing medical professional standards and current legal regulations.
- 3 The medical specialist has a personal and non-transferable responsibility under criminal law and professional discipline towards his patient for which he can be held accountable.
- 4 With respect to the care of the individual patient, the governing board respects the personal responsibility of the medical specialist for his patient within the given medical policy of the hospital and department.

Article 3 Effective provision of care

- 1 The governing board may lay down rules with respect to the efficient, effective and patient-oriented provision of care.
- 2 The specialist shall observe the rules laid down by or on behalf of the governing board, in consultation with the heads of department, with a view to the effective, efficient and patient-oriented provision of care.

Article 4 Facilities

The governing board shall, within the limits of the possibilities of the university hospital, provide the medical specialist with the necessary facilities in terms of staff, instruments and rooms, all in consultation with the relevant head of department.

Article 5 Medical policy

Without prejudice to the responsibility of the governing board, responsibility for the medical treatment and care lies with the heads of the relevant departments. On request by the head of the department, the individual medical specialists shall contribute to the development, formulation and implementation of the medical policy of the university hospital with respect to patient care, education and research.

Article 6 Patient care

- 1 The medical specialist shall treat, where necessary in a team and in close cooperation with other specialists and/or practitioners, the clinical and outpatient patients who entrust themselves to his care, exclusively or otherwise, or are entrusted to his care in the usual way in the area of the relevant specialism. Treatment includes observation, diagnosis, information provision, therapy and counselling as well as scientific research.
- 2 If the medical specialist feels that he has vaparagraph reasons for not assuming the treatment of a patient or for stopping treatment that has already started, he shall, in consultation with the head of the department and the family doctor of the patient and to the extent that it can be reasonably demanded of him, take measures to ensure the continuity of the treatment of the patient.
- 3 The medical specialist shall treat patients under his personal responsibility within the limits of the possibilities available to him. The medical specialist shall do everything possible to provide the treatment in such a way and at such a level that it can reasonably be regarded as adequate by professional standards.
- 4 The medical specialist shall as far as possible provide information to the patients, and if necessary their parents or representatives, in a language that is as comprehensible as possible, and if necessary in writing, about the nature of the complaint, the prognosis, the proposed treatment, alternatives and the associated risks.
- 5 The medical specialist shall in consultation with the head of the department and his fellow specialists contribute to establishing and maintaining relations with other institutions and organisations such as to ensure that good preliminary and after-care, including adequate transfer and placement, can be provided for patients.
- 6 The medical specialist shall follow the department's policy on the admission, examination, treatment and discharge of patients as laid down in accordance with the framework prescribed by the governing board.
- 7 The medical specialist must notify the head of the department if in incidental cases the medical specialist has vaparagraph reasons not to undertake treatment or to suspend treatment on the grounds of his professional responsibility towards the patient. The medical specialist shall in such cases take measures, in consultation with the patient, to guarantee the continuity of the treatment.

Article 7 Professional standards

- 1 The medical specialist is obliged to keep his practical knowledge and/or skills up to date or improve them so that he meets those requirements which can reasonably be imposed on him as a medical specialist. If the situation arises where the necessary additional training or retraining of the medical specialist for the purpose of re-registration is impossible within the agreed framework, the governing board shall consult the head of the department and the medical specialist to find a solution.
- 2 The medical specialist is obliged to regularly assess his specialist (medical) treatment against the consensus on it among the professional group and against the requirements laid down by scientific association and the ZBO (Independent Regulatory Organisation) of the KNMG in the context of reregistration.
In that context, he is obliged to cooperate with peer reviews and evaluation of his medical conduct and is obliged to cooperate with quality projects organised by the university hospital, including the development of protocols.

Article 8 Provision of information to others providing treatment

- 1 If other professional employees, including the care providers referred to in the Individual Health Care Professions Act (BIG), are involved in the treatment and care of the patient, the medical specialists shall, if necessary with permission from the patient/parents, provide them with all relevant information they need to practice their profession properly and shall periodically consult with them about the reference and/or treatment.
- 2 If he expects to be absent, the medical specialist shall ensure in advance that information is provided properly to those persons who will deputise for him or replace him or succeed him or will otherwise be involved in the treatment and care of his patient.

Article 9 Creation of files, archiving of medical files and the provision of information to third parties

- 1 The medical specialist is obliged to create a file concerning the treatment of every patient he is treating and to keep it up to date in accordance with the rules, procedures and instructions of the university hospital.
- 2 Persons other than those directly involved in the treatment of the patient may only inspect the medical file with the permission of the patient/parents and after consultation with the medical specialist or his successor.
- 3 Information from the medical file may not be published without the permission of the patient concerned, unless there are circumstances as referred to in Section 7:458 of the Netherlands Civil Code, in which case the medical specialist concerned or his successor shall ensure that the interests of the patient are not harmed.
- 4 The governing board is obliged to ensure that the medical files can be kept safely in the hospital and that the confidentiality of their contents is assured.
- 5 The governing board shall ensure that the medical files are available to the treating specialist if this is necessary for the treatment of the patient, or in appropriate situations to other practitioners directly involved in the treatment, even outside normal hours.
- 6 The governing board shall ensure that the medical files are stored in the medical archives of

the hospital and are available to the treating specialists, and on request to the patients they are treating, both during their employment and afterwards in accordance with the prescribed standards.

- 7 The governing board and the medical specialist shall observe the prevailing rules for the protection of information affecting the privacy of the patient. These rules relate to inspection and copying of information, access to the use of information, the provision of information, the length of time it has to be saved, corrections to or addition of information and the manner of storage and destruction of data.

Article 10 Contributions of the department or the academic medical specialist to the running of the hospital

- 1 The medical specialist is obliged to perform his work in accordance with the instructions issued by or on behalf of the governing board with a view to the effective and efficient functioning of the university hospital in general, and the running of the hospital in particular.
- 2 The medical specialist is obliged to make appropriate and cost-effective use of the available resources and to contribute to the efficient running of the hospital. He shall contribute to ensuring that the internal budgets are not exceeded by performing his work within the financial budgets determined by the governing board/head of department.
- 3 The medical specialist is obliged to follow the procedures and guidelines of the university hospital regarding the provision of (financial-economic) data which are important for the running of the hospital.
- 4 During external appearances the medical specialist shall follow the university hospital's guidelines/agreements concerning contacts with press and media.

Article 11 Contributions of the department or the medical specialist to the quality of care

- 1 The department and the individual medical specialist are obliged to cooperate in formulating and implementing the policy of the university hospital with respect to promoting and safeguarding quality and with respect to those procedures which are intended to ensure careful and safe patient care, in compliance with the statutory provisions and the university hospital's procedures and rules.
- 2 The medical specialist shall make a contribution to information and instructional activities for patients in so far as possible as part of the regular work and within reasonable limits.
- 3 Cooperation on a structural basis by the medical specialist with other institutions in the areas of patient care or research and the training of medical specialists that gives rise to obligations for the medical specialist or the university hospital is only permitted in consultation with the head of department after approval by the governing board.
- 4 The department and the individual medical specialist shall on request by the governing board and the head of department make a reasonable contribution to (the development and implementation of) transmurial care and/or other innovative forms of care.

Article 12 Training

- 1 If requested to do so by the governing board/head of department, the medical specialist is obliged to assist in the training of AIOs in accordance with the relevant requirements laid

down by the Central Board, the Medical Specialists Registration Committee and others.

- 2 The medical specialist shall on request by the governing board/head of department assist in the training and/or retraining of the staff of the university hospital, as well as in any courses given by the university hospital.

Article 13 Scientific research and education

- 1 To the extent that the interests of the patient and the policy of the department permit it, the medical specialist shall be allowed to assist in the performance of scientific medical research and academic medical education in accordance with the relevant procedures.
- 2 If a patient can be involved in research or education, the medical specialist shall ask the patient for permission after adequately informing him.
- 3 To the extent that it is permitted by privacy rules and hospital policy, if the medical specialist concerned so wishes sources shall be cited in scientific publications to the extent that the information concerns patients whom he is/was treating.

Article 1 **General**

The university medical centres affiliated to the Netherlands Federation of University Medical Centres (NFU) regard this Social Charter as the point of departure for the implementation of the social policy in the member institutions.

The social policy is regarded as an integral and essential element of the institution's overall policy aimed at achieving the objectives of: scientific research, education and training and patient care.

The actual implementation of the social policy is also a task and responsibility of the employees within the UMCs.

The actual implementation of the social policy, in the sense of the choice of instruments, procedures and regulations (to the extent they are not agreed at central level), is a task and responsibility of the individual UMC taking into account their individual character, identity and regional position. This implies that there may be differences between institutions in the design of social policy.

This Social Policy Charter provides guidelines for the implementation of this policy.

Article 2 **Objectives**

The central objective of the social policy is to stimulate and motivate employees to work to achieve the objectives of the UMCs.

Article 3 **Stimulating and motivating employership**

Stimulating and motivating employership shall for example be reflected in:

Organisational structure

- A transparent organisational structure and working procedures that mesh with the objective of the institution and are clear to the employees.
- Clear descriptions of rights and duties, tasks and responsibilities.

Organisational changes

- Ensuring that major organisational changes take place on the basis of clear regulations that are known to the staff. These regulations shall include definitions of relevant terms and the decision-making procedures and should at least define terms such as major organisational change/reorganisation, job, suitable job and reassignment.
- As far as possible avoiding or limiting negative consequences for employees when organisational changes are made, with the aim of preserving jobs as far as possible.
- The inclusion of the following agreement in the Social Policy framework: If despite all efforts to reassign them employees are discharged pursuant to a reorganisation they shall, if they wish, still be regarded as an internal candidate when applying for jobs and receive timely notification of vacancies for a period of two years after the date of discharge.

Terms of employment

- The promotion of good working conditions as far as the possibilities of the institution allow.
- The application of the terms of employment as a good employer.

Consultation

- The promotion of prudent management, whereby the interests of the organisation and of the employees are assessed and weighed in reasonableness.
- The promotion of consultation about work between management and staff in order to ensure that employees feel committed to the organisation.
- The conduct of open and realistic consultation with the works council on all subjects of general relevance for the employment status of the employees, in so far as this consultation does not take place in the LOAZ.
- Open communication within the units of the organisation and in this context involving employees in the planning of their own work situation and in determining the policy of their unit of the organisation.

Career development

- Devotion of attention to career policy through the institution's regular channels of communication.
- The promotion of career counselling with a view to encouraging individual employees to perform their work according to their abilities and potential and enabling vacancies in the organisation to be filled as well as possible.
- The facilitation of training and education in order to contribute to the further personal development of the employee.
- Maximum utilisation of the employee's potential for personal satisfaction and personal development in the work.
- A policy on internal mobility within the institution.
- The removal of barriers to promotion of women to higher jobs.

Part-time work

- The removal as far as possible of barriers to part-time work, even for senior and management positions.

Age-conscious HR policy

- The pursuit of an age-conscious HR policy which takes account of changes in the amount of work an employee can do according to their age.

Safety, health and welfare

- The creation of good working conditions from the perspective of safety, health and welfare.
- The provision of expert counselling for employees whose ability to perform their job is limited for health or social reasons and taking adequate measures if necessary.
- The pursuit of a specific policy to prevent sexual intimidation.

Social report

- The annual publication of a social report setting out the main points of the social policy that has been pursued.

APPENDIX K

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APPENDIX L

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APPENDIX M

Further agreements between the parties to the CAO-UMC 2005-2007 and CAO-UMC 2007

The parties to the CAO have approved the Agreement on a CAO for UMCs 2005-2007 of 22 December 2005 (NFU no. 053718) and the Supplementary Agreement to the CAO-UMC 2005-2007 of 29 June 2006 (NFU no. 061663) and the Agreement on the CAO-UMC 2007 of 11 July 2007 (NFU no. 072396). Agreements between the parties concerning the CAO-UMC that are not included in chapters 1 to 19 or appendices A to Q are included in this appendix.

Investment in working conditions

In the context of occupational health care, via referral by the company doctor the employer shall offer employees facilities for psychosocial counselling and counselling in response to complaints concerning posture and locomotor apparatus or the use of proper methods of lifting heavy objects.

Career development

The aim of the university hospitals is to improve the quality of the annual appraisals and in particular the possibility of making agreements during them on personal development and career prospects. They shall do this by providing extra training for managers and properly informing employees so that they know what points they can raise during the interviews and how agreements made on these points can be recorded.

Nursing advice

The parties to the CAO recommend that each centre arranges an adequate form of advice on nursing with a view to improving the quality of the nursing care. The structure is a local matter, one option being the creation of a Nursing Advisory Council.

Adaptation of the CAO to the amended Working Hours Decree

The UMCs shall not make use of the opt-out option in the new Working Hours Decree that enters into force on 1 June 2006.

Article 6.1.4 Reduction of working hours for employees in direct patient care

- 1 At the request of employees engaged in non-management jobs in direct patient care, the performance of which is so demanding that after the age of 55 a reduction of working hours is required to ensure the performance of the work in a healthy manner, the employer shall grant them leave with retention of their remuneration for 20% of the working hours applying for them with effect from the first day of the month in which they reach the age of 55, with the understanding that the allowance for working irregular hours or the allowance for on-call and standby shifts are not counted as part of the remuneration. This leave shall only be granted to employees who are actively working in this job on reaching this age, have been employed without interruption for at least 10 years at one or more of the UMCs/universities at the time the leave is taken and on condition that they are obliged to continue working until the age of 62 and shall at that time avail of the Flexible Pension and Retirement Scheme (FPU scheme). The employer may in individual cases suspend the termination of employment for a period of up to one year if the employer considers this to be in the interests of the institution, the employee has requested it or agreed to it and the results of an examination by the company health service have shown that he can be regarded as physically and psychologically capable of continuing to perform his job. Under the same conditions, the employer may repeatedly extend the period of suspension for additional periods of not more than one year until the employee reaches the pensionable age. The employee's working hours during the period of suspension shall not exceed the number of hours he last worked prior to reaching the age of 62. The employer may grant an honourable discharge from his job to an employee who according to the results of an examination by the company health service is unfit to perform the job any longer with effect from the first day of the month following that in which it is informed of the results of the medical examination.
- 2 At the employee's request, the employer shall grant an employee who is on leave on the grounds of the provisions of the first paragraph an extension of the leave to 40% of his working hours on reaching the age of 60.
- 3 The employee and his manager shall consult on the manner in which the leave referred to in the first and second paragraphs will be taken subject to the preconditions of the annual hours system as referred to in Article 6.4.
- 4 An employee who has leave on the grounds of the provisions of the first paragraph but does not avail of the possibility referred to in the second paragraph shall receive, at the time he avails fully of the FPU scheme as referred to in Article 12.3 on or after reaching the age of 62, a lump-sum payment of 15% of the annual remuneration that applied before the date of discharge. Employees who continue to work until the age of 65 shall upon their discharge receive a bonus subject to deduction of the benefit by virtue of Article 3 of the FPU scheme (FPU final benefit).
- 5 The claim to hoparagraphays as referred to in the first paragraph of Article 7.1.1 of the employee on leave by virtue of the provisions of the first and second paragraphs shall be determined in proportion to his working hours after deduction of the leave that applies for him.
- 6 The provisions of Article 6.3.1 and the second paragraph of 7.1.1 (entitlement to hoparagraphays) do not apply to employees who take leave on the grounds of the provisions of the first and/or second paragraphs.

- 7 The provisions of paragraph 8 of Article 2.4.2.1 shall apply for determining the number of annual working hours and the remuneration of employees with an employment contract by virtue of Article 2.4.2.1 (min-max and zero-hours employment contract). The remuneration in this context shall not include the allowance for working irregular hours or the allowance for on-call and standby shifts.
- 8 Employees may join the scheme referred to in this article until 1 January 2008.
- 9 Contrary to the provisions of the first, second and fourth paragraphs, employees who have reached the age of 55 after 31 December 2004 and before 1 January 2008 shall have the possibility of a 20% reduction of the annual working hours until the date of their retirement. Employees who avail of this possibility and retire before reaching the age of 62 years and three months shall receive a lump-sum payment of 15% of the annual remuneration that applied before the date of discharge.
- 10 Contrary to the provisions of the first paragraph, employees who have reached the age of 55 after 1 April 2002 and before 1 January 2005 shall be obliged to continue working until they have reached the age of FPU entitlement (*spilleeftijd*) that applies for them under the FPU scheme. The length of the period of leave referred to in the second paragraph shall remain the same as the employee was entitled to before 1 January 2006, but the reduction of the annual working hours shall be adjusted to the longer period for which the leave will be taken as a result of the deferral of the qualifying age under the FPU scheme. The employer and the employee shall make further agreements on this point before the employee has reached the age of 60. It is possible that the reduction of the annual working hours will not be adjusted if the employee opts to avail himself of FPU at the age of 62.
- 11 The jobs referred to in the first paragraph for which this scheme has limited application are: carer, nursing aid, nurse (incl. matron, senior nurse, differentiated nurse, intensive care nurse, direction nurse), nursing consultant, nurse practitioner, operating assistant, anaesthesia assistant, midwife, radiodiagnosis assistant, radiotherapy assistant.

Article 12.4.1 Pre-FPU regulation

- 1 The employer shall at their request grant discharge to employees for 20% of their working hours with entitlement to a pre-FPU benefit amounting to 10% of their salary, with effect from the first day of the month following that in which they reach the age of 58.
- 2 The discharge referred to in the first paragraph shall be granted subject to the following conditions:
 - the employee shall continue to work for 80% of his original working hours until he has reached the age of entitlement under the FPU scheme, and
 - upon reaching the age at which he is entitled under the FPU scheme the employee shall avail of the FPU scheme for at least 20% of his original working hours.

The age of entitlement under the FPU scheme is 61 years and two months for employees who were born before 2 April 1947 and were members of the ABP pension scheme on 1 April 1997. For all other employees, the age of entitlement under the FPU scheme is 62 and three months.
- 3 The employer shall on request grant an employee whose age of entitlement under the FPU scheme is 61 years and two months and who does not avail of the scheme referred to in the

first paragraph full discharge with entitlement to a benefit amounting to 75% of his salary with effect from the first day of the month following that in which he reaches the age of 60. This discharge shall be granted on condition that the employee makes full use of the FPU scheme upon reaching the age of 61 and two months.

- 4 The employer shall on request grant an employee who is entitled under the FPU scheme at the age of 62 and three months and who does not avail of the scheme referred to in the first paragraph full discharge with entitlement to a benefit amounting to 75% of his salary with effect from the first day of the month following that in which he reaches the age of 61. This discharge shall be granted on condition that the employee makes full use of the FPU scheme upon reaching the age of 62 and three months.
- 5 During the pre-FPU period the employee shall continue to accrue half of the pension entitlement on the pre-FPU part. The accrual shall take place on payment of the average premium on the basis of the regular division of the premium between employer and employee.
- 6 Employees who take FPU immediately after the pre-FPU period may at their own request continue to accrue half of their pension entitlement during the FPU period on the grounds of the provisions of Article 16.5 of the pension scheme regulations. In that case, contrary to the transitional provision of Article 16.3 of the pension scheme regulations the employer shall pay half of the premium. For employees who avail of the pre-FPU scheme before 2-4-2008 but can no longer avail of the option provided by Article 16.5 of the pension scheme regulation, the employer shall make available an annual contribution during the FPU period of not more than the amount that the employee would have owed if Article 16.5 of the pension scheme had applied.
- 7 Employees who do not avail of any of the options for pre-FPU discharge referred to in this article shall receive a lump-sum bonus of 15% of their annual salary upon FPU discharge at the age of 63 or later. If the employee continues to work until the age of 65, the bonus shall be set off against the benefit awarded by virtue of Article 3 of the FPU scheme (FPU final benefit).
- 8 The annual working hours and remuneration of employees with an employment contract as referred to in Article 2.4.2.1 (min-max and zero-hours contract) shall be fixed with the application mutatis mutandis of the eighth paragraph of that article.
- 9 Employees may join the schemes referred to in this article until 1 April 2008, with the exception of paragraph 7.
- 10 The commencement date of the pre-FPU scheme referred to in the first, third and fourth paragraphs shall be deferred for employees who join the scheme from 1 January 2006 by the same length of time as their age of entitlement under the FPU scheme is deferred.

Article 12.4.2 Pre-FPU for specific physically demanding jobs

- 1 The employer shall grant leave with retention of salary to employees working in a specific physically demanding job with effect from the first day of the month following that in which they reach the age of 59 until they have reached the age of 59.5. The leave shall be granted under the following conditions:
 - the employee's job is included in a list drawn up by the employer of positions that are so

physically demanding to perform that the effort required cannot reasonably be demanded of the employee until he reaches the age of 60, and

- the employee has been employed with one or more UMCs and/or universities for an unbroken period of at least 10 years;
- the employee is obliged to make full use of the FPU scheme upon reaching the age at which he is entitled under the scheme as defined in the second paragraph of Article 12.4.1.

The holiday entitlement referred to in Article 7.1.1 shall lapse during the employee's period of leave.

- 2 The employer shall grant the employee full pre-FPU discharge with entitlement to a pre-FPU benefit equal to 75% of the salary he last earned immediately after the leave referred to in the first paragraph with effect from the first day of the month following that in which he reaches the age of 59.5 years.
- 3 During the pre-FPU period as referred to in the second paragraph, pension entitlements shall be accrued in full on payment of the average premium. This full accrual of pension entitlements shall comprise a combination of the regular accrual of half of the pension entitlements in the pre-FPU scheme and the employee's use of the option of continuing to accrue the other half of the pension on a voluntary basis pursuant to paragraph 1(b) of Article 16.1. For this part of the accrual of the pension, the employer shall provide the employee with an employer's contribution to the pension premium in accordance with the division of the premium between employer and employee for the regular pension accrual. This employer's contribution shall be made available by means of an increase in the pre-FPU benefit.
- 4 The provisions of the sixth and eighth paragraphs of Article 12.4.1 shall apply mutatis mutandis.
- 5 Employees may join the scheme referred to in this article until 1 April 2008.
- 6 The commencement date of the scheme referred to in the first and second paragraphs shall be deferred for employees who join the scheme from 1 January 2006 for the same length of time as the age of their entitlement under the FPU scheme is deferred.

Article 12a.4.1 Pre-FPU regulation

- 1 The employer shall on request terminate the employment of employees for 20% of their working hours with entitlement to a pre-FPU benefit amounting to 10% of their salary, with effect from the first day of the month following that in which they reach the age of 58.
- 2 The pre-FPU discharge as referred to in the first paragraph shall be granted under the following conditions:
 - the employee shall continue to work for 80% of his original working hours until he has reached the age of entitlement under the FPU scheme, and
 - the employee shall upon reaching the age at which he is entitled under the FPU scheme make full use of the FPU scheme for at least 20% of his original annual working hours.The age of entitlement under the FPU scheme is 61 years and two months for employees who were born before 2 April 1947 and were members of the ABP pension scheme on 1 April 1997. For all other employees, the age of entitlement under the FPU scheme is 62 years and three months.

- 3 At the request of an employee who is entitled under the FPU scheme at the age of 61 years and two months and who does not avail of the scheme referred to in the first paragraph, the employer shall terminate his employment with entitlement to a benefit amounting to 75% of his salary with effect from the first day of the month following that in which he reaches the age of 60. The employment shall be terminated subject to the condition that on reaching the age of 61 years and two months the employee makes full use of the FPU scheme.
- 4 At the request of an employee who is entitled under the FPU scheme at the age of 62 years and three months and who does not avail of the scheme referred to in the first paragraph, the employer shall terminate his employment with entitlement to a benefit amounting to 75% of his salary with effect from the first day of the month following that in which he reaches the age of 61. The employment shall be terminated subject to the condition that on reaching the age of 62 years and three months the employee makes full use of the FPU scheme.
- 5 During the pre-FPU period the employee shall continue to accrue half of the pension entitlement on the pre-FPU part. The accrual shall take place on payment of the average premium on the basis of the regular division of the premium between employer and employee.
- 6 Employees who take FPU immediately after the pre-FPU period may at their own request continue to accrue half of their pension entitlement during the FPU period on the grounds of the provisions of Article 16.5 of the pension scheme regulations. In that case, contrary to the transitional provision of Article 16.3 of the pension scheme regulations the employer shall pay half of the premium. For employees who avail of the pre-FPU scheme before 2-4-2008 but can no longer avail of the option provided by Article 16.5 of the pension scheme regulation, the employer shall make available an annual contribution during the FPU period of not more than the amount that the employee would have owed if Article 16.5 of the pension scheme had applied.
- 7 Employees who do not avail of any of the options for pre- FPU discharge referred to in this article shall receive a lump-sum bonus of 15% of their annual salary upon FPU discharge at the age of 63 or later. If the employee continues to work until the age of 65, the bonus shall be set off against the benefit awarded by virtue of Article 3 of the FPU scheme (FPU final benefit).
- 8 The annual working hours and the salary of an employee with an employment relationship by virtue of Article 2.4.2.1 (minmax and zero-hours contract) shall be determined with the application mutatis mutandis of the provisions of paragraph eight of that article.
- 9 Employees may join the schemes referred to in this article until 1 April 2008, with the exception of paragraph 7.
- 10 The commencement date of the pre-FPU scheme referred to in the first, third and fourth paragraphs shall be deferred for employees who join the scheme from 1 January 2006 by the same length of time as their age of entitlement under the FPU scheme is deferred.

Article 12a.4.2

Pre-FPU for specific physically demanding jobs

The employer shall grant leave with retention of salary to employees working in a specific physically demanding job with effect from the first day of the month following that in which they reach the age of 59 until they have reached the age of 59.5. The leave shall be granted under the following conditions:

- the employee's job is included in a list drawn up by the employer of positions that are so physically demanding to perform that the effort required cannot reasonably be demanded of the employee until he reaches the age of 60, and
- the employee has been employed with one or more UMCs and/or universities for an unbroken period of at least 10 years.
- the employee undertakes to avail of the FPU scheme upon reaching the age at which he is entitled to do so as defined in the second paragraph of Article 12a.4.1.

The holiday entitlement referred to in Article 7.1.1 shall lapse during the employee's period of leave.

- 2 The employer shall terminate the employee's employment, with entitlement to a pre-FPU benefit of 75% of his last-earned salary, immediately after the period of leave referred to in the first paragraph with effect from the first day of the month following that in which he reaches the age of 59.5 years, entirely on the basis of pre-FPU discharge.
- 3 At the employee's request, the accrual of pension shall continue in full during the pre-FPU period against payment of the average premium. This full accrual of pension shall take place by combining the regular accrual of half the pension in the pre-FPU scheme with accrual of pension by the employee himself on the basis of paragraph 1sub b of Article 16.3 of the pension scheme regulations. For this part of the pension accrual the employer shall provide a contribution to the premium based on the regular division of premium between employer and employee. The employer's premium contribution shall be provided by means of an increase in the pre-FPU benefit.
- 4 The provisions of the sixth and eighth paragraphs of Article 12a.4.1 shall apply mutatis mutandis.
- 5 Employees may join the scheme referred to in this article until 1 April 2008.
- 6 The commencement date of the scheme referred to in the first and second paragraphs shall be deferred for employees who join the scheme from 1 January 2006 for the same length of time as the age of their entitlement under the FPU scheme is deferred.

APPENDIX O

Statutory provisions from the Netherlands Civil Code (BW) and the Work and Care Act (WAZO)

The Cao UMC refers in various places to provisions of the BW and the WAZO. For the record, this appendix contains some articles from the BW and the WAZO. For the convenience of the reader, only the most relevant (sections of the) statutory provisions are included. Where sections or complete articles are omitted, that is indicated with square brackets ([...]). The Dutch text of the laws is taken from the website <http://wetten.overheid.nl> valid as of 1 July 2015. Any amendments that have been made since 1 July 2015 can be found on the same website. This is an unofficial translation of the text based in part on The Civil Code of the Netherlands, published by Kluwer Law International. No rights can be derived from this appendix.

I. PROVISIONS OF SECTION 10 OF BOOK 7 OF THE DUTCH CIVIL CODE

Holidays

Article 634

- 1 For each year in which an employee has been entitled to remuneration throughout the agreed period of work, he acquires entitlement to holidays of at least four times the agreed period of work per week or, if the agreed period of work is expressed in hours per year, of at least a corresponding period.
- 2 An employee who has been entitled to remuneration for part of a year acquires entitlement to holidays which are a proportionate part of that to which he would have had a right if he had been entitled to remuneration for the full period of work, as agreed, throughout the entire year.
[...]

Article 635

- 1 In derogation from Article 634, the employee shall acquire entitlement to holidays over the period during which he is not entitled to remuneration fixed in money because:
 - a he has been called up as a conscript, other than for the purpose of exercise and training, to perform his military service or alternative service;
 - b he is entitled to holidays as referred to in Article 641, paragraph 3;
 - c he takes part, with the consent of the employer, in a meeting which is organised by a trade union of which he is a member;
 - d he is, against his will, unable to perform the contracted work, other than as a result of disablement as referred to in paragraphs 2 and 3, inclusive;
 - e he is entitled to leave as referred to in Article 643;
 - f he is entitled to leave as referred to in Chapter 5, Section 2 of the Work and Care Act.
- 2 By derogation from Article 634, a female employee who does not acquire entitlement to remuneration throughout the entire year due to pregnancy or confinement, acquires, over the full agreed period of work, entitlement to holidays over the period during which she is

entitled to a payment as referred to in Chapter 3, Section 2 of the Work and Care Act.

- 3 By derogation from Article 634, an employee who does not acquire entitlement to remuneration throughout the entire year due to adoption leave or leave for the placement of a foster child shall acquire entitlement to holidays for the full agreed period of work over the period during which he is entitled to a payment as referred to in Chapter 3, Section 2 of the Work and Care Act.
- 4 A young employee shall acquire entitlement to holidays during a period in which he receives training for which he must, by law, be given the opportunity by the employer.
- 5 If an entitlement to holidays is acquired in excess of the minimum referred to in Article 634, a derogation from paragraphs 1 to 4 may be made to the detriment of the employee by written agreement, to the extent that such entitlement exceeds said minimum.

Probation

Article 652

- 1 Where the parties have agreed a probationary period, it shall be equal for both parties.
- 2 The probationary period shall be agreed in writing.
- 3 Upon entering into a contract of employment for an indefinite period, a probationary period of not more than two months may be agreed.
- 4 No probationary period may be agreed if the contract of employment is entered into for a period of not more than six months.
- 5 Upon entering into a contract of employment for a fixed period of longer than six months, a probationary period may be agreed of not more than:
 - a one month, if the agreement is entered into for less than two years;
 - b two months, if the agreement is entered into for two years or more.
- 6 If the end of a contract of employment for a fixed period has not been set at a calendar date, a probationary period of not more than one month may be agreed.
- 7 Derogation from paragraph 5, subparagraph a and paragraph 6 may only be made to the detriment of the employee by a collective labour agreement or by a scheme implemented by or on behalf of a competent authority.
- 8 Any stipulation whereby a probationary period is agreed is null and void if:
 - a the probationary period is not the same for both parties;
 - b the probationary period is fixed at longer than a month, otherwise than by a collective labour agreement or a scheme implemented by or on behalf of a competent authority, in the instance referred to in paragraph 5, subparagraph a;
 - c the probationary period is fixed at longer than two months;
 - d the stipulation is included in a successive contract of employment between an employee and the same employer, unless that agreement clearly demands different skills or responsibilities from the employee than the previous employment contract;
 - e the stipulation is included in a successive contract of employment between an employee and a different employer who must reasonably be regarded as the successor of the previous employer with respect to the work to be performed; or
 - f the stipulation is included in a contract of employment that has been entered into for not more than six months.

Termination of the contract of employment

Article 667

- 1 A contract of employment terminates by operation of law on the expiry of the period designated by contract or by law.
- 2 Notice of termination is required in that case:
 - a if this has been stipulated by written contract;
 - b if notice should be given by law or usage, and this requirement has not been derogated from, where this would be permissible, by written agreement.
- 3 Notice of termination of a contract of employment as referred to in paragraph 1 before the end of its term may only be given if such right has been agreed in writing for each of the parties.
- 4 Where a contract of employment for an indefinite period, terminated otherwise than by notice as referred to in Article 671, paragraph 1, subparagraphs a to h, inclusive, or Article 40 of the Bankruptcy Act or by dissolution of the contract by a court, has been succeeded immediately or after an interval of not more than six months by a contract of employment for a fixed period, in derogation from paragraph 1 notice is required for termination of the succeeding contract of employment. The notice period shall be calculated from the date on which the contract of employment for an indefinite period was concluded. This paragraph is not applicable if the contract of employment entered into for an indefinite period is terminated by virtue of the employee reaching pensionable age pursuant to a stipulation to that effect.
- 5 Contracts of employment shall also be successive contracts within the meaning of paragraph 4 if the same employee has been employed successively by different employers who must, regardless of whether there is insight into the employee's capacity or suitability, reasonably be regarded as each other's successors with regard to the work to be performed.
- 6 Prior notice is required to terminate a contract of employment entered into for an indefinite period.
[...]

Article 668

- 1 The employer shall notify the employee in writing no later than one month before a contract of employment for a fixed period is due to end by operation of law:
 - a about whether or not the contract of employment will be continued; and
 - b if it is to be continued, of the conditions under which the employer will continue the contract of employment.
- 2 Paragraph 1 is not applicable if:
 - a if it has been agreed in writing at the time of the conclusion of the contract of employment that it shall end at a time that is not expressed as a calendar date; or
 - b the contract of employment has been entered into for a period of less than six months.
- 3 An employer who has not complied with the obligation referred to in paragraph 1, opening line and subparagraph a shall be liable to pay compensation to the employee in an amount equal to the salary for one month. If the employer has failed to comply with this obligation in time, he shall be liable to the employee for a pro rata payment. The payment shall no longer

be owed if the employer is declared bankrupt, is granted a suspension of payment or if the debt restructuring scheme for natural persons applies to him.

- 4 The contract of employment shall be deemed to have been continued for the same period, but not more than one year, under the former conditions, if:
 - a the contract of employment referred to in subparagraph 1 is continued after the expiry of the period referred to in Article 667, paragraph 1 and the employer has not complied with the obligation referred to in paragraph 1, subparagraph a or b, or
 - b the contract of employment referred to in subparagraph 2 is continued by the parties without objection after the expiry of the period referred to in Article 667, paragraph 1.
- 5 Paragraph 4, subparagraph b also applies if, in the cases in which notice is required, notice has not been given in time and the consequences of the continuation of the contract of employment have not been expressly stipulated.
- 6 The definition of salary for the purposes of the application of paragraph 3 shall be laid down by or by virtue of ministerial regulation.

Article 668a

- 1 From the date on which, between the same parties:
 - a fixed-term employment contracts have succeeded one another with intervals of not more than six months and have exceeded a period of 24 months, including those intervals, the last contract of employment shall be deemed to have been entered into for an indefinite period with effect from that date;
 - b more than three fixed-term employment contracts have succeeded one another with intervals of not more than six months, the last contract of employment shall be deemed to have been entered into for an indefinite period.
- 2 Paragraph 1 applies mutatis mutandis to successive contracts of employment between an employee and different employers who, regardless of whether there is insight into the employee's capacity or suitability, must reasonably be considered to be each other's successor with regard to the work to be performed.
- 3 Paragraph 1, subparagraph a, is not applicable to a contract of employment entered into for not more than three months immediately following a contract of employment entered into for 24 months or more by the same parties.
- 4 The notice period shall be calculated from the date of the conclusion of the first contract of employment as referred to under a or b in paragraph 1.
- 5 The period of 24 months, referred to in paragraph 1, subparagraph a may be extended to not more than 48 months and the number of three, referred to in paragraph 1, subparagraph b, may be increased to not more than six by collective labour agreement or by a scheme implemented by or on behalf of a competent authority, if:
 - a the contract is a temporary employment contract within the meaning of Article 690; or
 - b it is apparent from the agreement or the scheme that the intrinsic nature of the business operations requires this extension or increase for particular functions or function groups specified in that agreement or scheme.
- 6 A derogation from paragraph 2 may be made to the detriment of the employee by collective labour agreement or in a regulation adopted by or on behalf of a competent authority.

- 7 A derogation from the period referred to in paragraph 1, subparagraph a may be made to the detriment of a director of a legal entity by written agreement or in a regulation adopted by or on behalf of a competent authority.
- 8 By collective labour agreement or in a regulation adopted by or on behalf of a competent authority, this article may be declared inapplicable for particular functions in a business sector if the Minister of Social Affairs and Employment has designated those functions by ministerial regulation because it is customary for those functions in that sector and it is necessary, in view of the intrinsic nature of the business operations and of those functions, for the work to be performed solely on the basis of fixed-term contracts of employment, not being temporary contracts of employment as referred to in Article 690. This regulation may lay down further further conditions for a declaration of non-applicability as referred to in the first sentence.
- 9 By collective labour agreement or in a regulation adopted by or on behalf of a competent authority, this article may be declared wholly or partially inapplicable for contracts of employment designated therein that have been entered into exclusively or primarily for the purposes of the employee's education.
- 10 This article does not apply to contracts of employment that have been entered into with a professional training programme as referred to in Article 7.2.2. of the Adult and Vocational Education Act.
- 11 This article does not apply to contracts of employment with employees who have not yet reached the age of eighteen, if the average number of hours they have worked was not more than twelve hours per week.

Article 669

- 1 The employer may terminate the contract of employment if there is a reasonable ground to do so and reassignment of the employee to another suitable job within a reasonable period, with the help of training or education or otherwise, is impossible or unreasonable. Reassignment shall in any case not be reasonable in the event of culpable action or neglect by the employee as referred to in paragraph 3, subparagraph e.
- 2 Reassignment, as referred to in paragraph 1, is not required if the employee occupies a spiritual post.
- 3 Reasonable grounds as referred to in paragraph 1 are:
 - a the disappearance of jobs as a result of the termination of the activities of the enterprise or the necessary disappearance of jobs, over a future period of at least 26 weeks, as a result of measures taken for efficient business operations due to economic circumstances;
 - b the sickness or disability of the employee, which prevents him from performing the stipulated work, provided that the period referred to in Article 670, paragraphs 1 and 11 has expired and it is likely that there will be no recovery within 26 weeks and that it will not be possible to perform the stipulated work in modified form within that period;
 - c the regular inability to perform the stipulated work as a result of illness or disability with unacceptable consequences for the business operations, provided that the regular inability to perform the stipulated work is not a consequence of inadequate care for the

- employee's working conditions on the part of the employer and it is likely that no recovery will occur within 26 weeks and that the stipulated work cannot be performed in modified form within that period;
- d the employee's unsuitability to perform the stipulated work, other than as a result of the employee's illness or disability, provided the employer has notified the employee in time and given him sufficient opportunity to improve his performance and the unsuitability is not a consequence of the employer's failure to provide adequate care for training of the employee or for the employee's working conditions;
 - e culpable acts or omissions on the part of the employee, such that the employer cannot reasonably be required to allow the contract of employment to continue;
 - f the refusal of the employee to perform the stipulated work due to a serious conscientious objection, provided it is likely that the stipulated work cannot be performed in a modified form;
 - g a disturbed working relationship, such that the employer cannot reasonably be required to allow the contract of employment to continue;
 - h other circumstances of such a nature that the employer cannot reasonably be required to allow the contract of employment to continue.
- 4 Unless otherwise agreed in writing, the employer may also terminate the contract of employment on or after the date on which the employee has reached the age referred to in Article 7a, paragraph 1, of the General Old-Age Pensions Act, or, if a different retirement age applies for him, has reached the age of entitlement to a pension, if the contract of employment has been concluded before that age has been reached.
- 5 [...]
- 6 [...]
- 7 This article is not applicable to notice given during a probation period.
[...]

Article 670b

- 1 An agreement terminating a contract of employment is only valid if it is in writing.
- 2 If the contract of employment is terminated by a written agreement, the employee is entitled to dissolve that agreement, without giving reasons, within fourteen days of the date on which the agreement was concluded by means of a written declaration addressed to the employer.
- 3 In the agreement referred to in paragraph 1, the employer shall mention the right referred to in paragraph 2, failing which the period referred to in paragraph 2 shall be three weeks.
[...]

Article 671

- 1 The employer may not validly terminate the contract of employment without the written consent of the employee, unless:
 - a consent has been given for the termination as referred to in Article 671a;
 - b the termination occurs during the probation period;
 - c the termination occurs on the grounds of Article 677, paragraph 1;

- d the contract that is terminated concerns an employee who generally performs services for less than four days a week exclusively or almost exclusively for the household of the natural person in whose service he works, whereby the performance of services is deemed to include providing care for the members of that household;
 - e the contract that is terminated concerns a director of a legal entity for whom restoration of the contract of employment is not possible by virtue of Book 2 of the Civil Code or a director of a similar foreign legal entity;
 - f the contract that is terminated concerns an employee occupying a spiritual position;
 - g the contract is terminated on the grounds of Article 669, paragraph 4; or
 - h the contract that is terminated concerns an employee, working for a special school or institution as referred to in Article 1 of the Primary Education Act, Article 1 of the Secondary Education Act, Article 1 of the Act concerning Centres of Expertise, Article 1.1.1. of the Adult and Vocational Education Act or Article 1.1. of the Higher Education and Research Act and the reason for the termination lies in actions or omissions of the employee that are irreconcilable with the identity of the relevant school or institution arising from its religious or philosophical basis, providing consent for the termination is given by a committee that is impartial and independent of the employer, to which the rules referred to in Article 671a, paragraph 2, subparagraphs a to d inclusive, shall apply *mutatis mutandis*.
- 2 The employee is entitled to withdraw his consent as referred to in paragraph 1 within fourteen days of the date on which the consent was given, without stating reasons, by means of a written declaration addressed to the employer.
- 3 If the employer does not inform the employee in writing of the right referred to in paragraph 2 within two days of the consent being given, the period referred to in paragraph 2 shall be three weeks.
- [...]

Article 671a

- 1 An employer who intends to terminate the contract of employment on the grounds of Article 669, paragraph 3, subparagraph a or b, shall request written consent from the Implementing Agency for Employee Insurance, as referred to in chapter 5 of the Work and Income (Implementation Structure) Act.
- [...]

Article 671b

- 1 The subdistrict court may dissolve the contract of employment at the request of the employer:
- a on the grounds of Article 669, paragraph 3, subparagraphs c to h, inclusive;
 - b on the grounds of Article 669, paragraph 3, subparagraphs a and b, if the consent referred to in Article 671a, is refused; or
 - c on the grounds of Article 669, paragraph 3, subparagraphs a and b, in the case of a fixed-term employment contract that may not be terminated prematurely.

- 2 The subdistrict court may only grant the request referred to in paragraph 1 if the conditions for termination of the contract of employment referred to in Article 669 are complied with and termination of the contract is not prohibited within the meaning of Article 670 or by prohibitions of a similar nature and tenor in other statutory instruments.
[...]

Article 671c

- 1 The subdistrict court may dissolve the contract of employment at the request of the employee due to circumstances of such a nature that the employment contract should in fairness end immediately or within a short period.
[...]

Article 673

- 1 The employer shall be liable for payment of a transition allowance to an employee if the contract of employment has continued for at least 24 months and:
 - a the contract of employment:
 - 1° is terminated by the employer;
 - 2° is dissolved at the request of the employer; or
 - 3° is not immediately continued after termination by operation of law on the initiative of the employer and before the termination of the employment contract no succeeding employment contract has been concluded which can be terminated prematurely and takes effect after an interval of not more than six months; or
 - b the contract of employment, as a result of serious culpable action or omission by the employer:
 - 1° is terminated by the employee;
 - 2° is dissolved at the request of the employee; or
 - 3° is not immediately continued after being terminated by operation of law on the initiative of the employee.
- 2 The transition allowance is equal to one-sixth of the salary per month for each period of six months that the contract of employment has endured over the first 120 months of the contract of employment and to a quarter of the salary per month for each subsequent period of six months. The maximum amount of the transition allowance is 75,000 or an amount equal to the maximum salary over twelve months, if that salary is higher than that amount.
[...]
- 6 Subject to conditions to be laid down by or by virtue of Order in Council, from the transition allowance may be deducted:
 - a costs of measures connected with the termination or non-continuation of the contract of employment designed to prevent the unemployment or to shorten the period of unemployment of the employee; and
 - b costs associated with the promotion of the general employability of the employee that have been incurred during the contract of employment.
[...]

Article 673a

- 1 If the employee is aged 50 or older at the time of the termination or non-continuation of the contract of employment and the contract of employment has lasted for at least 120 months, in derogation from Article 673, paragraph 2, first sentence, the transition allowance over each period of six months that the employee has been employed by the employer since reaching the age of 50 shall be equal to half of the salary per month, as referred to in Article 673, paragraph 2.
[...]

Article 674

- 1 The contract of employment ends on the death of the employee.
[...]

Article 676

- 1 If a probation period has been stipulated, each of the parties shall be entitled, until the expiry of the period, to give notice with immediate effect.
- 2 An employer who gives notice of termination of the contract of employment shall, on request, give the employee a written explanation of the reasons for termination.

Article 677

- 1 Each of the parties is entitled to give notice of immediate termination of a contract of employment for an urgent reason, subject to prompt notification of the reason to the other party.
- 2 The party that has given the other party an urgent reason to give notice of immediate termination of the contract of employment, either intentionally or due to his fault, shall be liable to the other party for damages, if the other party has exercised this power.
[...]

Article 686

The provisions of this Section shall not prevent either party from having the contract dissolved by reason of non-performance of the contract and from obtaining damages. A contract may only be dissolved by a decision of the court.

II PROVISIONS FROM THE WORK AND CARE ACT (*WET ARBEID EN ZORG*)

Section 3:1 **Pregnancy leave and maternity leave**

- 1 Female employees are entitled to pregnancy leave and maternity leave when having a child.
- 2 The right to pregnancy leave arises six weeks prior to the day after the due date, as indicated in a written statement from a physician or midwife to be submitted to the employer, and continues up to and including the date of giving birth. Pregnancy leave must be taken no later than four weeks prior to the due date.

- 3 Maternity leave begins on the day after the date of giving birth and continues for ten consecutive weeks plus the remaining number of days of pregnancy leave that were not taken in the six-week period preceding the earlier of the due date and the actual date of giving birth.
- 4 For the purposes of the third paragraph, the days for which a female employee received sick pay under Section 29a (2) of the Sickness Benefits Act (Ziektewet) in the period during which she was entitled to, but did not take, pregnancy leave are considered days of pregnancy leave.
- 5 If a child is admitted to hospital because of his medical condition during the maternity leave, the maternity leave shall be extended by the number of days of admissions, to be calculated from the eighth day after admission up to and including the final day of the maternity leave, up to a maximum of ten weeks. The extension of maternity leave referred to in the first sentence applies solely to the extent that the hospital admission lasts longer than the number of days by which the maternity leave is extended as a result of the actual date of birth on the grounds of the third paragraph.
- 6 In derogation from the third paragraph, the female employee may request the employer to divide the maternity leave 6 weeks after the date on which the right to that leave commenced. The female employee may take this part of the leave during a period of 30 weeks, which period shall commence on the day after the period of maternity leave is divided. The request shall be made no later than three weeks after the leave has commenced.
- 7 The period of the maternity leave that is divided and taken later is equal to the working hours per week at the time of the maternity leave that follows the actual date of the birth.
- 8 The employer shall agree to the request no later than two weeks after the request, referred to in the sixth paragraph, has been made, unless there are serious business or work interests opposed to it.
- 9 If the fifth paragraph applies, the request referred to in the sixth paragraph shall refer to the period after expiry of the extension as referred to in the fifth paragraph.

Section 3:1a Assignment of maternity leave

- 1 If the female employee dies during the maternity leave and a birth certificate for her child is prepared, her partner, if he is an employee as referred to in Article 3:6, shall be entitled to the remainder of the maternity leave with retention of salary.
- 2 For the purposes of this chapter, regarded as partner shall be persons who:
 - a at the time of the mother's death was married or had entered into a registered partnership with her; or
 - b has recognised the child.
- 3 The length of the remaining maternity leave shall be calculated in accordance with Article 3:1, third and fifth paragraphs.
- 4 The partner, who is an employee as referred to in Article 3:6, is also entitled to leave with retention of salary if the child's mother was a woman regarded as equivalent to a female employee as referred to in Article 3:6, a self-employed person or a professional on a contract of employment as referred to in Article 3:17, first paragraph, or was not entitled to maternity leave or a payment as referred to in Section 2 of Chapter 3.
- 5 The employer may on the grounds of the first or fourth paragraph charge the salary paid

within six weeks of the end of the remaining maternity leave to the Implementing Institute for Employee Insurance. The employer shall provide the institute with a copy of the child's birth certificate and the mother's death certificate. The salary shall be paid by the Implementing Institute for Employee Insurance to the employer without a decision to that effect, if it can reasonably be assumed that no decision is required.

- 6 If the mother was an equivalent to a female employee, self-employed or a professional on a contract of employment, the period of leave shall be equated with the length of remaining entitlement to payment, as referred to in section 2 of Chapter 3. If the mother was not entitled to maternity leave or a payment as referred to in section 2 of chapter 3, the partner's leave shall end ten weeks after the date on which the child was born. Article 3:1, fifth paragraph, applies mutatis mutandis.
- 7 The partner shall notify the employer of the death of the mother and that the leave is being taken no later than the second day following her death. The partner shall provide the employer with a copy of the child's birth certificate and the mother's death certificate within four weeks of the death of the mother.

Section 3:2 Leave for adoption

- 1 Employees are entitled to leave without pay when adopting a child.
- 2 The entitlement to leave for adoption comprises twenty-six weeks, with no more than four consecutive weeks to be taken at a time. The right to leave arises four weeks prior to the first day on which the child has moved in or will move in, as indicated in a document which the employee is required to submit to the employer showing that the employee is adopting a child.
- 3 If the employee has two or more children move in at the same time pursuant to a single adoption application, the right to leave exists for one child only.
- 4 In derogation from the second paragraph, first sentence, the employee may ask the employer to spread the leave over a period of twenty-six weeks. The employer may deny this request, if serious business interest so dictate.
- 5 The first, second and third paragraphs and Sections 3:3 (2), 3:4 and 3:5 apply equally to employees who are adopting a foster child as referred to in Section 5:1 (2) (d).

Section 3:8 Right to pregnancy benefit and maternity pay for women regarded as equivalent to female employees

- 1 Women regarded as equivalent to female employees are entitled to pregnancy benefit and maternity pay for no less than sixteen weeks, as provided for in the second and third paragraphs.
- 2 The right to pregnancy benefit arises six weeks prior to the day after the due date, as indicated in a written statement from a physician or midwife to be submitted to the employer, and continues up to and including the date of giving birth. If the female worker so wishes, the right to pregnancy benefit may begin on a later date, but not later than four weeks prior to the day after the due date.

- 3 The right to maternity pay begins on the day after the date of giving birth and continues for ten consecutive weeks plus the remaining number of days for which no pregnancy benefit was received in the six-week period preceding the earlier of the due date and the actual date of giving birth.
- 4 For the purposes of the third paragraph, the days on which the female worker received sick pay in the period during which she was entitled to, but did not receive, pregnancy benefit are regarded as days for which she received pregnancy benefit.
- 5 If a child is admitted to hospital because of his medical condition during the maternity leave, the maternity leave shall be extended by the number of days the child spent in the hospital, to be calculated from the eighth day after admission up to and including the final day of entitlement to the benefit, with a maximum of ten weeks. The extension of maternity leave referred to in the first sentence applies solely to the extent that the hospital admission lasts longer than the number of days by which the maternity leave is extended as a result of the actual date of birth on the grounds of the third paragraph.
[...]

Section 4:1 Emergency and other short-term leave

- 1 Employees are entitled to leave on full pay for a short period of time to be determined in fairness if they are unable to perform their duties due to:
 - a unforeseen circumstances that require an immediate interruption of the work
 - b very special personal circumstances;
 - c an obligation imposed by law or the government for which they receive no financial compensation and which they cannot perform in their own free time;
 - d exercising their right to vote.
- 2 Very special personal circumstances include without limitation:
 - a the employee's wife, domestic partner or cohabiting partner giving birth;
 - b the death and funeral of any of the employee's home sharers or relatives by blood or marriage in the direct line or to the second degree in the collateral line.
 - c visits by the employee to the hospital or a doctor that are urgent, unforeseen or cannot reasonably be arranged outside working hours or the need to accompany the persons referred to in Article 5:1;
 - d essential care on the first day of illness of the persons referred to in Article 5:1.
 [...]

Section 5:1 Short-term care leave

- 1 Employees are entitled to leave to provide necessary care in connection with the illness of any person as referred to in the second paragraph.
- 2 A person as referred to in the first paragraph means:
 - a the employee's spouse, domestic partner or cohabiting partner;
 - b a child of the employee who lives at home with the employee;
 - c a child of the employee's spouse, domestic partner or cohabiting partner who lives at home with the employee;
 - d a foster child who, according to the municipal basic records, lives at the same address as

- the employee and is being cared for and raised as part of the employee's family on a long-term basis under a foster contract as referred to in Section 22 (1) of the Youth Care Act (Wet op de jeugdzorg);
- e a first-degree blood relative, not being a child.
 - f a person who, without there being any labour relationship, is a member of the employee's household; or
 - g a person with whom the employee has a social relationship, to the extent that the care to be provided arises directly from the relationship and should reasonably be provided by the employee.

Section 5:2 Duration of short-term leave

Leave consists of no more than twice the weekly working hours in any period of twelve consecutive months. The twelve-month period starts on the first day of leave.

APPENDIX P

Extra-Statutory Unemployment Benefits Scheme for University Medical Centres (BWUMC)

Foreword

In the Agreement on a Cao UMC 2015-2017 of 9 July 2015 (15.7537) the parties agreed as follows:

“Parties agree to retain Appendix P of the cao for all UMCs. This appendix will be supplemented as follows:

- the total work history shall apply for determining the accrual and duration of the unemployment benefit.
- the maximum duration of the WW and WGA shall remain at 38 months, on the basis of accrual and duration of the total work history (1 month for each year worked).
- The extra-statutory agreements in Appendix P shall also be retained for the private UMCs.
- During the term of this cao, the employees shall not be asked for a contribution towards the reparation of unemployment benefit claims”

The parties will flesh out the details of these provisions during the term of this cao.

CHAPTER 1 DEFINITIONS

Article 1.1 General definitions

Unless otherwise provided for in this scheme, the definitions used in the CAO UMC apply equally to this scheme.

Article 1.2 Definitions in the BWUMC

In this scheme:

Employee means anyone who has or had an employment contract with a UMC;

CAO means the Collective Agreement for University Medical Centres (CAO UMC);

period of service means the period during which the employee was employed by a UMC, including any years of service with a legal predecessor.

The time preceding a consecutive period of more than 14 months during which the employee was not so employed will not count towards the employee's period of service. Any period immediately preceding unemployment during which the employee was entitled to benefit under the Sickness Benefits Act (ZW), the Disablement Benefits Act (WAO) or the Work and Income according to Labour Capacity Act (WIA), calculated at an incapacity percentage of at least 80%, or any other benefit similar in scope or nature, will not count towards the 14-month period referred to in the previous full sentence;

WW daily wage: the daily wage for unemployment benefit purposes.

uncapped daily wage: the WW daily wage in respect of which the cap provided for in Section 17 (1) of the Social Security Funding Act (*Wet financiering sociale verzekeringen*) is disregarded.

CHAPTER 2 SUPPLEMENTARY BENEFIT AND FOLLOW-ON BENEFIT

Article 2.1 **Supplementary benefit**

- 1 Employees who are entitled to unemployment (WW) benefit and whose uncapped daily wage exceeds the WW daily wage are also entitled to supplementary benefit.
- 2 Supplementary benefit consists of a certain percentage per day, i.e. the unemployment benefit percentage, calculated over the amount by which the uncapped daily wage exceeds the WW daily wage.
- 3 In the event of partial unemployment, supplementary benefit will be prorated similar to unemployment benefit.
- 4 Supplementary benefit ends and resumes on the same conditions and to the same extent as does unemployment benefit.

Article 2.2 **Illness, pregnancy and childbirth**

If an employee, as referred to in Article 2.1, becomes entitled to sick pay or to pregnancy benefit or maternity pay under Section 3:8 of the Work and Care Act whilst receiving unemployment benefit or in lieu of unemployment benefit, the employee is also entitled to supplementary benefit for the period covered by the Sickness Benefits Act or, as the case may be, the Work and Care Act.

Article 2.3 **Follow-on benefit**

- 1 Employees on a permanent contract who become unemployed and had a minimum of five years of service on the first day of unemployment are entitled to follow-on benefit after their unemployment benefit ends.
- 2 They are entitled to one month's follow-on benefit for each full year of service.
- 3 However, if the employee, as referred to in the first paragraph, was aged 55 or over and had a minimum of 10 years of service on the first day of unemployment, the employee is entitled to follow-on benefit until the first day of the month in which he or she reaches the age of 65. From 1 January 2014, the right to follow-on benefit will exist until the day when the employee reaches state pension age; this also applies to follow-on benefits granted before 1 January 2014 and continuing after that date.
- 4 Until 1 January 2015, the phrase "aged 55 or over on the first day of unemployment" in the first full sentence of the preceding paragraph must be read as saying: "aged 54 or over on the first day of unemployment".
- 5 Follow-on benefit amounts to 70% of the uncapped daily wage per day, subject to a maximum of 70% of the uncapped daily wage calculated over the maximum amount shown in salary scale 12, as included in Appendix A-1 to the CAO, plus hoparagraphay pay.
- 6 In the event of partial unemployment, follow-on benefit will be prorated similar to unemployment benefit.
- 7 Follow-on benefit ends and resumes on to the same conditions and to the same extent as does unemployment benefit. However, in the event of illness, follow-on benefit will continue unless its duration has expired.

- 8 Similar to unemployment benefit, if the right to follow-on benefit is interrupted, the end date is postponed.
- 9 As long as the employee is entitled to follow-on benefit and to any other statutory or extra-statutory benefit at the same time for the same working hours, the follow-on benefit will serve as a supplement up to the level which would apply if there was no such concurrence.

Article 2.4 Indexation

- 1 Supplementary benefit and follow-on benefit will be index-linked to any general pay rise provided for in the CAO.
- 2 Benefit claimants will be so notified by the governing board or the designated social security agency.

Article 2.5 How to apply for supplementary benefit and follow-on benefit

- 1 The provisions on how to apply for unemployment benefit as set out in the Unemployment Benefits Act, including the obligations and sanctions regime, also govern supplementary and follow-on benefits, except for the penalty provisions.
- 2 If an employee is entitled to benefit under the Sickness Benefits Act or the Work and Care Act, the corresponding provisions in those Acts apply instead of the provisions in the Unemployment Benefits Act.
- 3 The employee must provide the governing board or the designated social security agency with a copy of the UWV's decision on the application for benefit under the Unemployment Benefits Act, Sickness Benefits Act or Work and Care Act, and with all other information concerning unemployment benefit, sick pay or benefits under the Work and Care Act.

Article 2.6 Payment of supplementary benefit and follow-on benefit

- 1 The provisions on the payment and clawback of benefits under the Unemployment Benefits Act also apply to supplementary and follow-on benefits, it being understood that if the benefit comprises only a minimal amount, this will be no reason not to pay the benefit.
- 2 If an employee is entitled to benefit under the Sickness Benefits Act or the Work and Care Act, the corresponding provisions in those Acts apply instead of the provisions in the Unemployment Benefits Act.

Article 2.7 Benefits for cross-border workers

- 1 If, in connection with Article 65 (2) of EC Regulation 883/2004, an employee is not entitled to unemployment benefit because he or she is living outside the Netherlands, the employee is entitled to supplementary benefit for the period referred to in paragraph 3, as long as he or she is entitled to statutory unemployment benefit in the host country and that benefit is lower than the unemployment benefit and supplementary benefit which he or she would receive in the Netherlands.
- 2 The employee is entitled to follow-on benefit from the time when the statutory unemployment benefit in the host country ends, until the end of the duration of the benefit as referred to in paragraph 3.

- 3 The amount and duration of the employee's benefit are equal to the unemployment benefit part and the extra-statutory part. The statutory benefit to which the employee is entitled over the same period in the host country will be deducted from this amount.
- 4 Article 2.2. also applies if the employee is entitled to statutory sick pay, pregnancy benefit or maternity pay in the host country whilst receiving or in lieu of statutory unemployment benefit. Application of Article 2.2 will not exceed the maximum duration of the corresponding Dutch benefit.
- 5 The obligations and sanctions regime provided for in the Unemployment Benefits Act also apply to the benefits referred to in this article. In the event stated in paragraph 4, the obligations and sanctions regime provided for in the Sickness Benefits Act and the Work and Care Act, respectively, apply instead of the provisions of the Unemployment Benefits Act.
- 6 The employee must also immediately provide the employer, or the social security agency designated by the employer, with all such information as the employee should reasonably understand may affect the benefits received on the basis of this article.

Article 2.8 Death benefit

- 1 As soon as possible after the death of an employee who was entitled to supplementary benefit or follow-on benefit, the employee's surviving dependants, as referred to in the relevant provisions of the CAO, will be paid a one-off death benefit.
- 2 Death benefit amounts to 3 months' statutory and extra-statutory benefit at the level applicable on the day before the day of death. If there is also a right to death benefit under a statutory scheme, such benefit will be deducted from the death benefit paid under this article.
- 3 Any debt owed by the employee for unduly paid benefit amounts under this scheme may be set off against the death benefit.
- 4 If there are no surviving dependants, the employer may pay an amount not exceeding the benefit referred to in the first paragraph to anyone who can show that they have incurred costs in connection with the employee's last illness or funeral and cannot recover those costs from the estate.

CHAPTER 3 SCHEMES AVAILABLE TO ENABLE REINTEGRATION

Article 3.1 Wage supplement

- 1 Employees who are entitled to unemployment benefit or follow-on benefit and who have accepted new employment are entitled to a wage supplement if:
 - a the new employment involves an employment contract, an appointment as a civil servant or a similar employment relationship under foreign law, and
 - b the new employment involves an uncapped daily wage below the uncapped daily wage of the employee's benefit, and
 - c the new employment involves at least 60% of the number of weekly hours for which the employee was entitled to benefit.
- 2 The first paragraph also applies if the employee is not entitled to unemployment benefit or

follow-on benefit, but would have been so entitled if he had not accepted new employment. The wage supplement will then be based on the unemployment benefit and follow-on benefit to which he would have been entitled immediately after his loss of working hours as an employee.

- 3 There is no right to a wage supplement if the employee was refused unemployment benefit wholly and permanently or, in the event of the second paragraph, would have been refused unemployment benefit wholly and permanently.
- 4 The right to a wage supplement ends:
 - a as soon as the employee ceases to meet the conditions for granting a wage supplement;
 - b as soon as the employee ceases to be entitled to the payment of wages in his new employment.
- 5 The right to a wage supplement resumes as soon as the employee again meets the conditions for granting a wage supplement. In the event of concurring rights to wage supplements under this scheme, the highest wage supplement only will be paid.
- 6 Wage supplements will continue to be paid until no later than the end of the duration of unemployment benefit and follow-on benefit applicable at the start of the new position.
- 7 The wage supplement per calendar month is set at 21.75 times the uncapped daily wage on the basis of which the benefit was calculated less 21.75 times the uncapped daily wage for the new employment. The wage supplements will be prorated if:
 - a the new employment is less than full-time and involves an average number of hours smaller than the number of hours on which the benefit entitlement is based; or
 - b the right to a wage supplement does not cover the full calendar month.
- 8 The wage supplement will be based on the full wage agreed for the new employment, even if the employee is paid less.
- 9 Any wage supplements under a different scheme, or benefits similar to a wage supplement, will be deducted from the wage supplement.
- 10 Wage supplements are paid monthly in arrears. The wage supplements are subject to the provisions on the clawback of unduly paid benefit amounts under the Unemployment Benefits Act.
- 11 An employee wishing to receive a wage supplement must:
 - a apply for a wage supplement within three months of the right to a wage supplement arising;
 - b when asked and in the manner indicated, provide the designated social security agency with all such information as it considers necessary to establish the right to a wage supplement and check the legitimacy of the payments;
 - c of his own accord, notify the designated social security agency of all facts and circumstances which the employee should reasonably understand may affect his entitlement to a wage supplement;
 - d if the new job does not constitute suitable employment for the employee and the employer has imposed such an obligation on the employee, accept suitable employment with higher wages when offered to him.
- 12 If the employee fails to meet his obligations, the employer may refuse to pay all or any part of the wage supplement temporarily or permanently.
- 13 The wage supplements will not count towards the pensionable income.

Article 3.2 Guarantee benefit when losing new job

- 1 A guarantee benefit is available to:
 - a employees who were entitled to supplementary benefit or follow-on benefit and who, after accepting new employment, become unemployed again and acquire a new right to unemployment benefit;
 - b employees who were not entitled to supplementary benefit or follow-on benefit, but who would have had that right if they had not accepted new employment, and who become unemployed within four years of their loss of working hours as an employee and, on that basis, are entitled to unemployment benefit.
- 2 The guarantee benefit means that supplementary benefit and follow-on benefit will revive at the start of the new unemployment benefit, insofar as their duration has not been used up. If the employee was entitled to follow-on benefit only but was never paid this benefit, follow-on benefit will commence after expiry of the unused duration of the old unemployment benefit to which the follow-on benefit entitlement was linked.
- 3 The right to a guarantee benefit also exists if the employee is entitled to sick pay under the Sickness Benefits Act or to pregnancy benefit and maternity pay under the Work and Care Act at the end of his new employment, and a new right to unemployment benefit would have arisen if the employee had not been ill or pregnant or had not given birth.
- 4 There is no right to a guarantee benefit if the supplementary benefit or follow-on benefit was refused wholly and permanently or, in the event of paragraph 1 (b), would have been refused wholly and permanently.
- 5 As long as the employee is entitled to a guarantee benefit and to any other statutory or extra-statutory benefit at the same time and for the same working hours, the guarantee benefit will serve as a supplement up to the level which would apply if there was no such concurrence.

Article 3.3 Commutation

- 1 Employees who are entitled to follow-on benefit may ask the governing board to commute their benefit into a lump-sum payment in lieu of the remaining benefit duration.
- 2 If the governing board agrees to do so, on conditions to be agreed at that time, the employee will no longer have any rights under this scheme from the effective date of commutation.

Article 3.4 Contribution towards removal expenses

- 1 If an employee is entitled to supplementary benefit or follow-on benefit and accepts new paid employment elsewhere or starts up a business and is required to move house as a result, the employee is entitled to a contribution towards the removal expenses in accordance with the relevant provisions in the CAO.
- 2 The contribution referred to in the previous paragraph will not be paid until the employee has actually moved house.
- 3 If the employee is entitled to a contribution towards his removal expenses in connection with his new activities on any other basis, that contribution will be deducted from the amount to which the employee is entitled under the first paragraph.

CHAPTER 4 FINAL PROVISIONS

Article 4.1 Amendments to this scheme in the event of unfavourable changes to the Unemployment Benefits Act

If the level of unemployment benefit under the Unemployment Benefits Act undergoes a general downward change, the downward change will be applied accordingly to the sum total of the employee's statutory and extra-statutory benefit entitlements, from the effective date of the measure as published in the Bulletin of Acts, Orders and Decrees (*Staatsblad*), but no earlier than six months after the date of the Bulletin, unless the parties reach agreement within six months of the date of the Bulletin in which the measure was published.

Article 4.2 Transitional provision

The table below shows the duration of follow-on benefit for employees who had a minimum of 9 years of service on 1 October 2006 and who became unemployed at the age of 50 to 54 in the period from 1 October 2006 until 30 September 2010 and who are entitled to follow-on benefit.

Age on 1st day of unemployment	Years of service on 1 October 2006	Duration of follow-on benefit
50 or 51	9 to 12 years inclusive	33 months
52 or 53	9 to 12 years inclusive	30% of the duration of the period between the end date of unemployment benefit and the 1st of the month in which the employee reaches the age of 65
50 to 53 inclusive	13 to 19 years inclusive	40% of the duration of the period between the end date of unemployment benefit and the 1st of the month in which the employee reaches the age of 65
50 to 53 inclusive	20 years or more	50% of the duration of the period between the end date of unemployment benefit and the 1st of the month in which the employee reaches the age of 65

Article 4.3 Effective date

This scheme came into force on 1 July 2008 and was last amended on 1 April 2013.

Article 4.4 Short title

This scheme may be cited as the Extra-Statutory Unemployment Benefits Scheme for University Medical Centres (BWUMC).

APPENDIX Q

Life-course savings scheme

The government abolished the statutory basis of life-course savings schemes from 1 January 2012. Transitional provisions apply until 1 January 2022 for employees who accrued a balance of at least EUR 3,000 at 31 December 2011. They may:

- 1 either withdraw the entire balance as a lump sum in 2013,
- 2 or withdraw the balance in instalments during the term of the transitional scheme.

Employees who meet the conditions of the transitional scheme and choose option 2 are free to withdraw the balance at any time for any purpose whatsoever. Employees may continue saving until 31 December 2021, i.e. the expiry date of the transitional scheme. On that date, the balance or what remains of it will be released as a lump sum.

This appendix includes the provisions from the CAO UMC 2011-2013 relating to the life-course savings scheme. These articles only apply to employees who are still using the life-course savings scheme and who are subject to the statutory transitional period.

Articles or paragraphs of articles from the CAO UMC 2011-2013 relating to the life-course savings scheme and applying to employees who are subject to the transitional scheme

Article 3.2.1 Amount (personal budget)

- 1 The personal budget is created by the monthly accrual of an amount based on the salary to which the employee is entitled in that month.
- 4 Salary that is used by the employee as a contribution to the life-course savings scheme or as a source for participation in a scheme as referred to in Article 18.3 (money for entitlements in kind or extra pension) shall be regarded as part of the salary for the purpose of calculating the monthly accrual of the budget.

Article 3.3.1 Amount (extra personal budget)

- 1 The extra personal budget is created by the monthly accrual of an amount based on the employee's salary in that month.
- 7 Salary that is used by the employee as a contribution to the life-course savings scheme or as a source for participation in a scheme as referred to in Article 18.3 (money for entitlements in kind or extra pension) shall be regarded as salary for the purpose of calculating the extra personal budget.

Article 3.3.2 Purposes (extra personal budget)

- 1 The extra personal budget is to be used to promote sustainable employability. Employees may use the extra budget for one or more of the following purposes:
 - b entitlement to a deposit in the life-course savings scheme;

Article 18.1 Selection model

- 1 Every year the employee shall be given the opportunity to design part of their terms of employment by choosing to use particular entitlements for a different purpose.

- 2 The choices consist of exchanging:
 - c money for leave under the life-course savings scheme subject to the statutory limits and the provisions of this chapter.

Article 18.4 Participation in the life-course savings scheme

- 1 The employee must take into account the maximum sum allowed for tax purposes when making their contribution.
- 2 The agreements about participation in the life-course savings scheme shall be laid down in a written agreement between the employer and the employee. The agreement shall specify the name of the institution that is managing the life-course savings scheme. Employees may select an institution of their own.
- 3 Employees may contribute money from their gross salary, their hoparagraphay allowance and/or their end-of-year bonus. the employer shall deduct the sum that the employee wishes to deposit in the life-course savings scheme from his salary, holiday allowance and/or end-of-year bonus. The employer shall transfer the amount deposited to the institution managing the life-course savings scheme chosen by the employee.
- 4 Employees may pay in the employer's contribution referred to in Article 18.4.1 until 1 January 2014. The employer shall transfer these funds to the institution managing the life-course savings scheme chosen by the employee.
- 5 Employees are obliged to inform the employer if they have any entitlements under a life-course savings scheme with any former employers. If so, every year the employee shall provide the employer with information in writing about the manager(s) of these scheme(s) and of their entitlements under the life-course savings schemes as of 1 January of the year in which the employee is participating in the life-course savings scheme.
- 6 At such time as the employer observes that the annual deposit exceeds the maximum amount allowed for tax purposes, the excess amount shall not be transferred to the manager of the life-course savings scheme. The excess amount shall still be paid out to the employee.

Article 18.4.2 Taking life-course leave

- 1 Employees may participate in the life-course savings scheme in order to finance a period of unpaid leave. The minimum period for which full unpaid leave can be taken is six weeks.
- 2 Employees are entitled to return to their former jobs after a period of life-course leave of six months or less. Employees who take a period of life-course leave that lasts for longer than six months shall in principle return to their former job, unless alternative agreements have been made with the employer, for example by reason of substantial interests of the institution. Employees who take part-time life-course leave shall retain their job.
- 3 If the life-course leave immediately precedes the retirement date, the period of unpaid leave shall not exceed three years unless otherwise agreed between the employer and the employee.
- 4 Employees who wish to take part-time life-course leave shall take at least two months of leave for a minimum of 20% of their working hours.
- 5 Employees must submit an application to take life-course leave to the employer at least four months in advance of the date they wish it to commence. The statutory provisions shall

apply if the leave is applied for and taken for the purposes of parental leave or long-term care leave.

- 6 The employer may, by reason of substantial interests of the institution, decide not to approve the requested period of leave, whereupon an alternative period of leave shall be investigated in close consultation with the employee.
- 7 If the employee is incapacitated for work prior to the commencement of the agreed period of leave and in the opinion of the company doctor the incapacity shall endure for a prolonged period, the leave may be suspended at the employee's request. An employee who still wishes to take the leave immediately after the period of incapacity for work must submit a new request to the employer, in which case he is not bound by the period referred to in the fourth paragraph.
- 8 If the employee becomes incapacitated for work during the period of life-course leave and this incapacity for work lasts longer than six weeks, the employee may ask for the outstanding life-course leave to be postponed until a time to be agreed.
- 9 The life-course leave shall be immediately suspended if the employee takes leave by reason of pregnancy, childbirth or organ donation.

Article 18.4.3 Terms of employment during life-course leave.

- 1 The provisions of paragraphs 2 to 4, inclusive, apply instead of or in addition to the other provisions of this CAO.
- 2 During the life-course leave the employee has no entitlement to salary, allowances, bonuses and reimbursements. No holiday hours are accrued during the period of life-course leave.
- 3 The employee's income during the period of life-course leave shall consist of a payment from his life-course credit. The amount of this payment shall be determined by the employee. The benefit shall be paid to the employer by the institution managing the life-course savings scheme. The employer shall pay the benefit to the employee after deducting wage tax and the pension contribution.
- 4 In accordance with the pension scheme regulations of the ABP pension fund, pension accrual shall take place on a collective basis at the average premium during the first year of the life-course leave. If the life-course benefit amounts to at least 70% of the income prior to the leave, the pension accrual shall be based on the pensionable income prior to the leave. If the life-course benefit amounts to less than 70% of the income prior to the leave, the pension accrual shall be based on the actual income from the life-course credit.

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