

CAO for university medical centres 2024 – 2025 dated 1-4-2024

Introduction

The following was agreed by the CAO parties for the CAO valid from 1 January 2024 to 31 December 2025.

Commuting expenses

Regarding the reimbursement of expenses for commuting to work:

- a. An employee who cycles or walks to work receives a commuting allowance of 18 cents/km;
- b. An employee who lives more than 7 km from the workplace and commutes with public transport is eligible for 100% reimbursement of the public transport cost (2nd class);
- c. An employee who drives to work receives a commuting allowance of 18 cents/km, up to a maximum limit of 40 km (one way).
- d. In conformance with the fiscal legislation, the commuting mileage allowance is linked to the number of days on which the employee commutes to the workplace.
- e. For an AIOS (medical specialist in training), the same commuting allowance applies as for all other employees.
- f. Each UMC arranges a bicycle scheme that allows an employee to purchase a bicycle in a fiscally beneficial way.

The CAO parties agreed in the LOAZ list of agreements that the mileage allowance may be increased in stages in the coming CAO periods up to the fiscally maximum tax-free allowance (currently 23 cents), under the condition that a contribution is made to the goals of the Green Deal regarding personal mobility.

Local rules about fiscal exchange of commuting expenses up to the fiscally maximum allowance remain in force.

The preparation for the implementation takes place in 2024. The entry into force date of the agreement concerning commuting is 1 October 2024; the agreement states that the employee can choose just one form of transport, unless this can be accommodated differently locally. Starting on 1 January 2025, both forms can be chosen.

Work from home allowance

The work from home allowance is adjusted to the maximum amount that is fiscally tax-free, as set annually (in 2024: € 2.35). The starting date for this is 1 May 2024.

Vitality and sustainable employability

'Leave balance pot'

Every employee can save time in their 'leave balance pot'. They can save up time to the fiscally allowable maximum of 100 x the number of hours worked in a week to work less or suspend working temporarily – in all phases of their career – to achieve a better work/life balance.

Employees can fill their 'leave balance pot' within the fiscal limits with:

- end-of-year bonus,
- holiday allowance,
- non-statutory holiday hours,
- additional hours at the end of the calendar year and
- overtime.

Employees can add existing hours of leave (accumulated before 1 January 2024) to the 'leave balance pot' before 31 December 2024.

Hours of leave saved in the 'leave balance pot' never expire.

The leave saved in the 'leave balance pot' can be taken as time at any time. Taking leave is arranged after consultation. When taking more than 3 weeks from the 'leave balance pot', the employee should submit a written request at least 3 months before the desired starting date. In other cases, a reasonable deadline applies. In the case of unforeseen personal situations (for example: having to provide informal care), the employer will generally grant the request more quickly, unless the interests of quality and continuity of patient care and/or education, science and business operations are affected.

At the end of the employment contract, as much as possible of the 'leave balance pot' is taken, unless an important business interest dictates otherwise. Any remainder in the 'leave balance pot' is paid out to the employee.

With the introduction of the 'leave balance pot', article 18.2 lapses.

The 'leave balance pot' does not apply to (academic) medical specialists. Agreements about a 'leave balance pot' for (academic) medical specialists will be included in the revision of Chapter 15.

Holiday leave

In the current CAO, the holiday leave is expressed as a percentage of the hours worked. The CAO parties have agreed that holiday leave will be expressed in hours in the CAO 2024-2025. The statutory holiday leave is 144 based on a full-time position.

The CAO parties also agreed that the number of non-statutory holiday hours will rise from 24 to 28 hours for employees, starting on 1 January 2024. This does not apply to those who left their job by 1 April 2024. Starting on 1 January 2025, the non-statutory leave will increase from 28 to 32 hours.

In conformance with the law, an employee must take the statutory hours as far as possible within the calendar year or by the latest 6 months after the calendar year, after which the statutory hours of leave lapse. Non-statutory hours lapse after 5 years or can be saved in the 'leave balance pot'.

Non-statutory hours of the calendar year in question that have not been saved in the 'leave balance pot' can be paid out annually at the end of each calendar year at the employee's request.

Generational policy

In the CAO 2024 - 2025 a generational policy has been incorporated that applies to all UMCs. Briefly, it allows an employee who works 80% of their original working week to be paid 90% of their previous salary with 100% pension accrual. The following minimum framework applies:

1. An employee can submit a request to reduce their working hours by at most 20% as a granting of leave. In other words: the employee works 80% of their original working hours. The number of the working hours after making use of the generational policy is at least 60% of a full-time position. In other words: 21.6 hours (3 work days of 7.2 hours each).
2. An employee up through scale 14 remains entitled to a wage for at least 50% of the hours for which the employee is exempt from carrying out tasks. In other words: the employee receives at least 90% of their previous wage. The UMC continues the pension accrual on the basis of the number of work hours prior to participating in the generational policy, on the basis of the standard premium division. In other words: the employee retains 100% pension accrual.

For the employee from scale 15 upwards, the wage is reduced in proportion to the extent of the exemption from work. In other words: the employee receives at least 80% of their previous wage. The UMC continues the pension accrual on the basis of the number of work hours prior to participating in the generational policy, on the basis of the standard premium division. In other words: the employee retains 100% pension accrual.

3. The other working conditions of the employee are adjusted proportionally.
4. The employee submits a request to participate in the generational policy at least 6 months before the desired starting date. Participation in the generational policy is open to employees with a permanent position who will reach the statutory pension age within 5 years and at the start of participation have been working without interruption at least 8 years in an UMC.
5. Prior to and during participation in the generational policy, the employee is obliged to take in full any accumulated but not taken leave (including the 'leave balance pot').
6. The number of the employee's formal working hours may not have been increased in the 12 months prior to participation in the generational policy. If that is the case, the participation in the generational policy will be based on the earlier lower number of working hours.
7. The employee is not permitted to carry out paid ancillary activities in the exempt working hours, whether based on their job or not, nor expand existing paid ancillary activities.

The CAO parties agreed that the generational policy will be available for employees in all UMCs by 1 July 2024. Existing individual agreements with employees about participation in already existing local generational policies will be respected, if the above framework is complied with.

The above framework for the generational policy applies as well for the duration of this CAO to (academic) medical specialists. Agreements about generational policies for (academic) medical specialists will be incorporated in the revision of Chapter 15.

Prevention of transgressive behaviour

Parties have agreed that the accompanying protocol about preventing transgressive behaviour will be included as an appendix to the CAO. The CAO parties agreed that the UMCs must pay specific attention to the addition of this protocol to the CAO, together with the policy that is valid within the UMC and the existing complaints procedure. For new employees this information forms part of the onboarding information. The CAO parties agreed that the UMCs should facilitate forms of intervention for internal counsellors. Within 3 months the CAO parties will discuss any expansion

of the protocol for transgressive behaviour of patients and visitors in relation to the employer's duty of care.

Supplementing the supplementary maternity leave and parental leave

The benefit from the UWV for supplementary maternity leave and parental leave is supplemented by the UMCs to the level of the employee's salary, but not more than the amount of the legal maximum daily wage SV valid at that moment (in 2024: € 5,969 gross per month). The UMCs continue the pension accrual in full on the basis of the standard premium distribution.

Extending employment contract of scientists and researchers in training

The employment contract of researchers in training (as defined in article 2.4.4 of the CAO UMC) can be extended at the employee's request for the duration of the taken (supplementary) maternity leave and paid parental leave. This is in addition to the already existing possibility of extension for pregnancy and maternity leave.

For scientists who work on the basis of an employment contract as defined in article 2.4.5 par. 4 sub a of the CAO UMC, an equivalent agreement will be made with the understanding that the legal maximum permitted duration will not be exceeded by the extension.

Making position of doctoral students equivalent

Doctoral students do not seem to have a single definition, the target group is not entirely clear. We define doctoral students as researchers in training ('OIO'). The parties will talk about the identified problems and involve the UMCs.

Shifts and schedules

Standby, on-call and off-site availability

Because accessibility can also be necessary for employees who do not provide patient care, the term off-site availability shift was added to the CAO. The following agreements were made for the compensation of standby, on-call and off-site availability shifts.

	Monday to Friday	Saturday, Sunday and holidays
Standby shift* and off-site availability shift (for employees to scale 15)	€ 5 gross per hour, regardless of salary scale	€ 10 gross per hour, regardless of salary scale

* The compensation is 25% higher for an on-call shift than for a standby shift.

All activities that can be planned are put in a roster, to prevent on-call shifts being planned unnecessarily.

In article 4.7.4 the definitions for Standby shift, On-call shift and Off-site availability shift are incorporated in conformance with the definitions from the Working Hours Act and the Working Hours Decree. Other CAO stipulations associated with a standby shift are revised, if necessary, for the off-site availability shift (like articles 4.7.4.2, 4.7.4.3, 4.11, 5.6, 6.2.1, 6.2.3, 6.2.4, 8.5.2, 9.7, 14A.3.3 and 15.4.1).

Rest requirement after being called out in the night

The text for the rest requirement for a standby shift after being called out in the night shift will be adjusted as specified in the appendix.

Employees take precedence over hired workers

When planning shifts and rosters, the UMCs give employees with an employment contract precedence over externally hired workers.

Study agreement for residents

NFU, LAD and FBZ together with the Jonge Specialist and the CMV (College Medische Vervolgopleidingen of the NFU) are working to see how the CAO can be applied in practice regarding working hours. This involves documenting the difference between the actual hours worked and the contractually specified working hours, also in relation to the training period. This study must start by 1 July 2024. During the validity of the CAO, the CAO parties can make new agreements about the working hours of residents, if necessary, based on the results of the study.

Salary and shifts during pregnancy and maternity leave

In the CAO 2024 - 2025 the text of the stipulations concerning continued payment of salary during pregnancy and maternity leave and concerning the obligation to carry out evening and night shifts during pregnancy and in the period after giving birth was clarified. See the full text in the appendix.

Changing facilities

Employees who have to change their clothes in the UMC prior to starting their work receive a monthly allowance of €80 gross per month (for a full-time position), unless this takes place during regular working hours. This allowance applies only to employees in scales 1 - 10 from Appendix A, AA or D of the CAO. The allowance comes into force in July 2024. See the elaboration of the text in the appendix.

Along with this allowance, the NFU and the unions will conduct a fact-finding study into the facilities and the time spent changing clothes before a shift. The design and outcomes of this fact-finding study are topics of discussion for the parties.

Employment conditions for Academic Medical Specialists

The parties are committed to a revision of the employment conditions for academic medical specialists as covered in Chapter 15 of the CAO UMC. Together with the LAD, the possibilities for revision will be studied during the course of the CAO, paying special attention to sustainable employability and continuity of care, with agreements being made that reflect the wishes and needs of all generations of medical specialists. In this study special attention will be paid to implementing a standard 40-hour work week for medical specialists and increasing the age limit further for doing shift work.

To distribute the burden of shifts more evenly among academic medical specialists, the CAO parties agreed that to be eligible for the permanent allowance for working unsociable hours or the 24-hour shift allowance, academic medical specialists have to work shifts until the age of 62 years. Academic medical specialists aged 62 years or older work shifts only with their consent. The shift of the age limit from 60 to 62 years takes effect on 1 January 2026. It will be implemented in the following stages:

- Academic medical specialists born in or before 1965 work all shifts up to the age of 60 years.
- Academic medical specialists born in 1966 work shifts up to the age of 60 years and 9 months;

- Academic medical specialists born in 1967 work shifts up to the age of 61 years and 3 months;
- Academic medical specialists born in 1968 work shifts up to the age of 61 years and 9 months;
- Academic medical specialists born in or after 1969 work shifts up to the age of 62 years.

After reaching these age limits, there is no longer an obligation to work shifts, and the TVO (allowance for working unsocial hours) is retained. The limit of 62 years will increase in line with the increase in the statutory retirement age in a manner to be determined later.

For academic medical specialists who fall in the stages specified above, an average working week of 40 hours applies from the age of 60 years (excluding shifts, work done during shifts and hours worked upon commission that exceed the specified working hours limit).

Further shifting of the age limit for shift work forms part of the previously mentioned study agreement, with the aim to lighten the shift burden for the age group under 60 years old.

Starting on 1 January 2026, every academic medical specialist aged 59 years or older has the option to request to stop working shifts. In that case a reduction arrangement takes effect in which the allowance (24-hour shifts or unsociable circumstances) is reduced in three equal steps over a period of 36 months.

In addition, the parties agreed that all academic medical specialists are entitled to at least 8 hours of rest after a standby or on-call shift in the night or no consecutive (day)shift involving patient care.

During the course of the CAO, the NFU and the LAD will jointly prepare conditions to arrive at a sound implementation.

Starting points

Reviewing agreements on education and costs

In the CAO 2024 - 2025 the CAO text in article 13.4 par. 1 is aligned with the law. This means that the resident receives back 100% of the costs of the study activities specified in article 3.1 par. 3. In conformance with article 3.1 par. 9, all job-associated training takes place during work hours.

Reviewing ancillary activities clause

In the CAO 2024 - 2025 article 9.3 of the CAO UMC will be adjusted to match the legal framework and the other associated obligations. See the text in the appendix.

Updating Appendix K

With the implementation of the new CAO, the following are included in Appendix K:

- NVKI (Nederlandse Vereniging voor Klinische Informatica)
- OVN (Optometristen Vereniging Nederland)
- KLEM (Vereniging voor Klinische Embryologie)
- NVMBR (Nederlandse vereniging medische beeldvorming en radiotherapie)

With the implementation of the new CAO, the BMTZ register for Biomedisch Technologen is replaced by the BMTZ register for Biomedisch Technologen in de Zorg and Clinical Engineers.

With the implementation of the new CAO, the NVGzP (Nederlandse Vereniging voor Gezondheidszorgpsychologie and its specialisms) and the BRV (Beroepsvereniging Recovery Verpleegkundigen) will be deleted from Appendix K.

Wage section

CAO raise

All salaries will be increased by 4% from 1 May 2024, to the maximum of scale 11 (in other words, a maximum limit of €246.24), for a full-time position.

All salaries will be increased by 3% from 1 July 2025, to the maximum of scale 11 (in other words, a maximum limit of €192.06), for a full-time position.

The wage increase from 1 July 2025 is 3%. If the CPI derived 2025 estimated by the CPB on target date Prinsjesdag 2024 exceeds 3.5%, the parties will meet to discuss the situation.

The scales of students and researchers in training will rise in line with the reimbursement agreements made.

Permanent allowance 60+

The CAO 2024 – 2025 specifies that employees who turn 60 years old and have been receiving an allowance (decreasing or other) for irregular shifts for evening and/or night shifts (as defined in articles 4.7.3.2 and 4.7.3.3) for at least 10 years prior to that date without an interruption lasting more than 12 months will receive a permanent allowance (as included in article 4.7.3.4).

The same applies to the decreasing allowance for employees from 57 years old (article 4.7.3.3) who prior to that date had received an allowance for irregular shifts for evening and/or night shifts for at least 5 years, without an interruption lasting more than 6 months.

Internship allowance

The CAO parties agreed that the stipulation in Appendix G, stating that an internship should be geared to direct patient care, will lapse. The internship allowance is paid proportionally.

The internship allowance does not apply to interns (medical students). The reimbursement for expenses given to interns will be raised to €120 from 1 March 2024.

APPENDIX: Proposed text

Article 6.2.4 Rest period after being called up in the night

After the end of and following on from a standby or on-call shift or off-site availability shift in the night, the employee is always entitled to at least 8 hours of rest, if the employee responded to at least two calls to come to work or performed more than two hours of work in the hours between 00:00 and 06:00. These rest hours count, as far as already scheduled work hours are concerned, towards the standard annual hours (article 6.4 par. 1). The employee does not have to make up these hours at another time.

new article 6.3.2 Employees take precedence over hired workers

1. When preparing shifts and rosters, employees take precedence over externally hired workers.

Article 7.3.5 Continued payment of salary during maternity leave

1. The employee has a right to maternity leave according to article 3:1 WAZO in connection with her pregnancy.
2. The UWV benefit awarded to employees because of maternity leave is supplemented by the employer to the set wage for that employee.
3. If the set conditions for awarding an UWV benefit as specified in par. 2 are met, but no benefit is paid out by the UWV because the employer did not submit an application, or submitted an incorrect application or submitted one too late, the employer applies par. 2 even though there is no specified benefit, in other words both the UWV benefit and the supplement are paid by the employer. That the specified benefit was not awarded because of the employer's action is at the employer's risk and expense.
4. Par. 3 does not apply if the employer could not submit the application for the UWV benefit or not promptly and/or incorrectly due to the action or negligence of the employee.

Article 6.2.5 Evening/night shifts during pregnancy and after giving birth.

1. An employee cannot be obliged to carry out evening and/or night shifts while pregnant and for 6 months after giving birth. In this period the employee receives the allowance for irregular shifts according to the prepared shift roster.
2. At the employer's request, the employee provides a written declaration from a physician or midwife stating that the employee is pregnant.

Article 15.10 Evening/night shifts during pregnancy and after giving birth.

1. An academic medical specialist cannot be obliged to work evening and/or night shifts during her pregnancy and up to 6 months after giving birth. In this period the entitlement to the 24-hour shift allowance or the calculation of the allowance for unsociable circumstances is based on the actually completed shift roster.
2. At the employer's request, the academic medical specialist provides a written declaration from a physician or midwife stating that she is pregnant.

Article 9.3 Ancillary activities

1. Employees are allowed to work at ancillary activities outside the days and times when they are working for the employer.
2. Employees are obliged to inform the employer of the ancillary activities and earnings. This notification is done in writing and well before the start of the ancillary activities or – if it concerns a new employee – before starting a shift for the employer. This obligation to notify still applies when the nature of the ancillary activities and/or circumstances under which the employee carries out the ancillary activities change.
3. The employer may forbid the employee to carry out the ancillary activities or impose conditions if that is justified according to an objective reason. There is an objective ground for justification if the ancillary activities lead to:
 - a. violation of the law, like the Working Hours Act, and of the behavioural rules and codes applying to the employment relationship;
 - b. deterioration in the trust in the employer's scientific or medical integrity;
 - c. hindering the employer's business operations, for example by competing with the employer or if the employee infringes the confidentiality of company information or intellectual property rights of the employer;
 - d. a conflict of interests, leading to the employer's interests being damaged;
 - e. damaging the employer's image.

The above-listed objective grounds for justification are not exhaustive.

4. The employer is obliged to specify and justify the prohibition in writing as specified in par. 3 or to communicate in writing the conditions specified in par. 3 within two weeks after the employee's notification and support them clearly in writing. If the employer does not respond in writing and with justification within 4 weeks, the employee's request is considered approved.
5. The employee is obliged to provide the employer with information that the employer needs to be able to assess whether an objective ground for justification exists for a prohibition of the ancillary activities. Examples of information the employer could request are:
6. The starting date and duration of the ancillary activities;
 - a. nature and scope of the ancillary activities and the estimated time per week the employee plans to devote to them
 - b. for which company, institution or organisation the employee does the ancillary activities;
 - c. on which legal basis the employee carries out the ancillary activities, such as an employment contract, order agreement (independent entrepreneur) and volunteer's agreement, in the context of the legislation concerning the Medical Devices and Bribery Behavioural Code;
 - d. what compensation the employee receives for the ancillary activities, in the context of the legislation concerning the Medical Devices and Bribery Behavioural Code.

Changing allowance

New article Changing facilities

1. Each UMC must provide efficient changing facilities for employees who are obliged to wear work clothing and have to change their clothes in the UMC prior to starting work. The time required to change clothes does not count towards the agreed work hours or annual hours during the duration of this CAO and in expectation of the further outcomes of the study (article 6.1 and/or article 6.4 par. 1). The employee is not entitled to an agreed wage for this time (article 4.3).
2. Working in work clothing in par. 1 is defined as: employees who prior to and at the end of their shift have to change into or out of clothes provided by the UMC and which the UMC is responsible for washing.

New article 4.7.8 Changing allowance

The employee working at one of the scales 1 through 10 of Appendix A, Appendix Aa or a salary scale of Appendix D of this CAO who is obliged to wear work clothing (as specified in article *NEW ARTICLE*) receives for the time spent changing - in deviation from article 4.3 - an allowance of €80 gross per month, based on a full-time job.
