

**COLLECTIVE EMPLOYMENT AGREEMENT FOR THE HIGHER
PROFESSIONAL EDUCATION SECTOR¹**

1 AUGUST 2007 to 31 JULY 2010

¹ This translation of the Collective Employment Agreement for the Higher Professional Education Sector 2007-2010 is meant as a service to non-Dutch speaking employees of said sector. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases the Dutch text of the CAO-HBO 1 augustus 2007 tot 31 juli 2010 is binding.

Agreement

HBO-Raad of The Hague

for these purposes represented in accordance with its Articles or a written power of attorney
by

D. Terpstra, Chairman and A.B. de Graaf, director

and

L.N. Labruijère, in his capacity of chairman of the employers' delegation

hereinafter to be referred to as 'the HBO Association', the association of universities of applied sciences², in
its capacity as an association with full legal competence of employers, acting as the Party of the first part

and

Algemene Onderwijsbond, domiciled in Utrecht

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by

M. van den Berg

hereinafter to be referred to as 'the Employee Organisations' as the Party of the second part

declaring, for these purposes acting in their capacity as associations with full legal competence of
employees as the Party of the second part, that they approve the text of the collective employment
agreement for the higher professional education sector, consisting of a preamble, articles setting out
provisions and annexes.

Agreed in Utrecht on 29 November 2007

² a list of its members being set out in Annex 1

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Preamble

1. General

During the coming years, the universities of applied sciences will face one of the greatest challenges of their existence. They will have to take the final steps to achieving the target of almost half the working population of the Netherlands having a university-level education within the foreseeable future (2020) – and consolidating their position of knowledge institutions. The OECD Thematic Review of the Dutch higher education system shows that it will be impossible to realise that objective just by increasing the scale of current activities. Innovative policies are needed, in which more emphasis is placed on employee professionalism. This calls for a different culture, which places a greater emphasis on career development, higher average employee qualifications and more possibilities for promotion within the primary process. This will require more investment in education as part of the personal development plans. In anticipation of the “LeerKracht” advisory report of the Rinnooy Kan Committee of September 2007, the Parties to the collective employment agreement published a manifest in June 2007, *Toekomstperspectief voor hogeschool en medewerker* ('Future Prospects for University and Employee'), in which they demonstrate their willingness to take responsibility for realising the investments needed, but also ask the government for additional investments, reaching the sum of €100 million by 2010. With this collective employment agreement, the Parties show that they are serious about this issue. Within the limits of what is currently possible, funds are being earmarked for career development and for greater employee mobility.

At the same time, the universities will face a substantial outflow of senior employees over the coming years. This gives rise to the risk that the universities will rapidly lose important expertise and experience. The university's ambitions and the substantial outflow of senior employees will impose greater demands on the employees. We advise 'All hands on deck'. As such, the universities must give their workers sufficient opportunities to prepare themselves. They will have to possess the strength to hold the ship on course and everyone will have to do their share. Doing so will offer new opportunities for every employee. With this collective employment agreement, the social partners within the higher professional education sector have created the necessary framework to allow the universities of applied sciences to achieve their designated objectives.

2. New arrangements

a. Evaluation of job classification

The evaluation of the arrangement concerning job classifications as agreed in the 2006-2007 collective employment agreement will commence during the latter half of 2007. The Parties hereby agree that – if the policy conclusions based on that evaluation constitute grounds for adjusting the collective employment agreement prematurely – they will enter into negotiations on that issue during the term of this collective employment agreement's validity.

b. Later retirement

The Parties believe that continuing to work beyond retirement age should be possible. The Parties will set up a taskforce that will be charged with advising the collective employment agreement consultations on continued employment after the age of 65 in general and about the aspects concerning terms of employment in particular.

c. Age-conscious staff policy

The universities' age-conscious staff policy is aimed at challenging every employee to put his or her abilities to the best possible effect. In that connection, each university will put together a development plan that:

- encourages older employees to continue working longer
- offers all employees opportunities for promotion to other positions
- offers all employees opportunities to develop themselves professionally.

These development plans will be discussed with the Participation Council. They will create extra opportunities to allow employees to further develop their talents for the organisation's benefit during each phase of their careers. One of the ways in which this can be achieved is by allowing every employee a budget to use for his or her personal development plan, with his or her supervisor's input and within the framework agreed at the level of the university.

The available funds may also be used for retraining the employee for a different job, in part because the regular personal development interviews may also address career prospects in other jobs. In order to ensure

that the time is actually used to increase professionalism, the costs of inactive periods (primarily replacement costs) are also taken into account. In addition, more so than is currently the case, many employees will be offered the opportunity to participate in exchange programmes with businesses and institutions, and the number of doctorate programmes will be raised considerably.

To realise these development plans, each university will earmark 1.4% of its total payroll, on top of the funds already available. These resources are based on the arrangement in the 2006-2007 collective employment agreement, in which 2.5% was reserved for age-conscious staff policy. Of that 2.5%, 0.8% will be used for personal budgets for personal development plans.

The Parties to the collective employment agreement will investigate together the possibilities of turning the conversion of the current senior workers facilities into a flexible-hours facility acceptable and feasible. When the Parties reach a consensus on an alternative scheme, they will amend the collective employment agreement in the interim.

On top of this, the social partners have asked the Minister of Education, Culture and Science to set aside funds during the coming years, increasing to €100 million, to promote the development of all employees. The employers will account for the appropriation of those funds in their social annual reports at the local level. As a consequence, the total budget available for the universities' development plans may rise from €15 million to €20 million during the coming years. The separate universities will each be responsible for determining what part will be made directly available to the employees in the form of personal budgets. The use of the other funds will depend on the priorities defined in the university's development plan.

d. Further policymaking

The Parties to the collective employment agreement have asked mobility fund Stichting Mobiliteitsfonds to develop the following in connection with the ongoing updating process of their social policies:

- a policy for handling workloads in conjunction with a health policy;
- a policy for handling aggression at universities, for example by defining a model protocol;
- a policy for handling discrimination in conjunction with the activities already launched on the issue of diversity policy, with the suggestion to consider the job application code adopted by NVP, the Dutch Association for Personnel Management and Organisation Development.

3. Social security

a Adoption of a guaranteed deployment scheme

The Parties to the collective employment agreement will consider the possibilities for adopting a guaranteed deployment scheme in the higher professional education sector. In the short term, they will discuss engaging two experts for additional advice on the issues arising in connection with alternative forms of guaranteed deployment. They plan to finalise their investigation in the short term and to address proposals for possible amendments to the collective employment agreement at subsequent negotiations.

b Impact of disability on income

The Parties will investigate how to mitigate the possible income implications arising as a result of minor (less than 35%) disability of employees.

c. Work and Income (Capacity for Work) Act

The Parties will discuss the design of supplementary social security in the event of disability, against the background of the arrangement under the collective employment agreement about guaranteed deployment and the cross-sector arrangements for supplements to benefits under the Dutch Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen*, 'WIA').

Until a guaranteed deployment scheme enters into effect (see item 3a above), the following arrangement will apply to employees with disability percentages ranging between 35% and 80%:

The Parties to the collective employment agreement will introduce a scheme that is materially the same as a secure procedure for primary education teaching staff dismissed on grounds of disability (in accordance with the arrangement between the Parties in the primary and secondary education sector).

The Parties will put forth a reasonable effort to ensure that that scheme will enter into effect on the same date as the secure procedure for the primary education sector.

If that secure procedure for the primary education sector includes arrangements that do not correspond directly to the situation in the higher professional education sector, the Parties will negotiate a materially identical adjustment. In designing the scheme, the Parties will at the least take account of its temporary nature, in connection with the plans to introduce a guaranteed deployment scheme (see item 3a).

d. Labour market resources

As part of the collective employment agreement for the higher professional education sector, the Parties set up Stichting Mobiliteitsfonds, which became Zestor on 1 January 2008, also known as the labour market and education fund for the higher professional education sector. With that fund, the Parties to the collective employment agreement promote and support innovative activities in the sector in the area of the labour market and HRM policy: activities aimed at ensuring the best possible performance of the universities in the sector.

In addition to the existing activities directly related to the collective employment agreement, such as the details of health management, employment-related healthcare, age-conscious staff policy, personal development plans and assessment and rewards, this collective employment agreement will also put forward new issues.

The fund also works directly for the universities and their employees. On behalf of the universities, the fund has concluded an agreement with Loyalis Mens en Werk (LMW) concerning reintegration of employees who have become or threaten to become unemployed. Studies are being performed and instruments are being developed that correspond closely to current policy-related questions at the Parties to the collective employment agreement and the universities. Another important task with which the fund has been entrusted is to support the further increase of professionalism among employees. In that connection, a number of incentive schemes were launched in 2005. With those schemes, universities are encouraged to experiment with creative ideas and measures for development-oriented staff policy and the development of a broad range of competencies among their employees. To finance these activities, the Parties have agreed to maintain the universities' annual contribution to the fund at €1.8 million per year for as long as this collective employment agreement remains in force. That amount is made up of €1.4 million from what is referred to as the friction pool resources and €0.4 million from labour market resources provided by the Ministry. Both types of resource are regular financing.

In addition to this arrangement, the Parties agree that the cross-sector labour market resources will be made available to the Mobility Fund for the Higher Professional Education Sector if the Minister of Education, Culture and Science decentralises those funds. As part of a covenant that will be concluded some time in the future, the Board of the Mobility Fund may decide that, starting 2009, part of those resources are to be transferred to the Council for the Education Labour Market SBO in connection with cross-sector arrangements in the education sector.

e Collective healthcare insurance

Every worker in the higher professional education sector may take out insurance under the sector's collective healthcare insurance scheme. That scheme is also available to students, retirees and disabled workers in the sector. One of the arrangements concerning collective healthcare insurance is that each university must take out an insurance policy with the insurer for facilities relating to employment-related healthcare. The cost of this insurance scheme is €5 per worker per year. The Parties have decided to make a one-off sum of €750,000 available to pensioners' healthcare foundation Stichting Zorgverzekering Gepensioneerden in 2007, for the purpose of granting retired workers an allowance.

4. Hardship clause

The Parties to the collective employment agreement will implement the arrangements made in reasonableness and fairness. If and insofar as the implementation of any arrangement jeopardises the continuity of a particular university, that university may make further arrangements with the trade unions in order to safeguard its continuity.

The collective employment agreement by article

Chapter A General definitions

Concepts used in multiple chapters of this collective employment agreement are defined in the chapter entitled 'General definitions'. Any reference in this collective employment agreement to 'he' or 'his' should also be read as meaning 'she' and 'her'.

Article A-1 Definitions

The following definitions apply in this collective employment agreement:

Introductory years: the period in which the employee does not yet meet all requirements to properly carry out the job

Introductory salary: the salary for the employee during the introductory years

Employment agreement: an agreement pursuant to section 610 of Title 7 of the Netherlands Civil Code between an Employer and an Employee concerning their employment relationship

Working Hours Act (*Arbeidstijdenwet*, Bulletin of Acts and Decrees 1995, 598), as most recently amended

Employment percentage: standard number of working hours or a proportion thereof

BW: Netherlands Civil Code

BWRHBO: Supplementary Unemployment Benefits Scheme (*Bovenwettelijke werkloosheidsregeling*), as most recently amended by the Parties to the Collective Employment Agreement

Parties to the collective employment agreement: the Parties concluding the collective employment agreement for the higher professional education sector on behalf of the associated employers and the organised employees

Day: any day or period of a day during which the employee must carry out his activities, with due observance of the provisions set out in Article G-2(3)

Part-time employment: employment for fewer hours than the standard number of working hours

Business trip: any trip at the employer's instructions

Workforce: the composition of jobs within the university by levels and numbers

FPU: Flexible Retirement (*Flexibel Pensioen en Uittreden*), the agreement governing the implementation of a flexible retirement scheme and all documents included therein to which reference is made as it applies in the pension regulations of pension fund Stichting Pensioenfonds of Algemeen Burgerlijk Pensioenfonds (ABP)

Job: the composite of activities to be carried out by the employee pursuant to the employment agreement that the employee has concluded with the employer

Job bracket: the salary bracket for a particular position

HBO Association: the association of universities of applied sciences, acting in this matter as an association of employers of universities of applied sciences that have explicitly authorised the HBO Association to do so

University of applied sciences: an institution for higher professional education as defined in section 1.1(f) in conjunction with section 1.2(a) in conjunction with section 1.3(2) of the Whw, i.e. institutions providing higher professional education aimed at the transfer of theoretical knowledge and at the development of skills in close connection with the professional practice

Income: remuneration, i.e. the total of the salary, holiday allowance and bonuses to which the employee may claim entitlement in respect of the employer pursuant to this collective employment agreement

Annual income: the employee's annual salary plus holiday allowance, structural year-end bonus and other bonuses to which the employee may claim entitlement in respect of the employer pursuant to this collective employment agreement

Annual salary: twelve times the employee's monthly salary

Local consultation: consultations with trade unions as governed by the Consultation Protocol agreement

Monthly salary: the employee's salary per month, as set out in Annex III to this collective employment agreement

Non-working day: Sundays, New Year's Day, Good Friday, Easter Monday, Ascension Day, Whit Monday, Christmas Day, Boxing Day, the day on which the Queen's birthday is celebrated, 5 May and any public holidays and memorial days recognised by the government

Standard working year: working year of 1659 hours

Standard employment: employment for which the annual number of working hours is the same as the standard working year

Teaching position: a position as meant in Article F-1(2), as laid down in the 2002-2003 collective employment agreement for the higher professional education sector

Deceased: any person who was an employee as defined in this collective employment agreement on the day of his death

Partner: the person with whom the employee has a marital relationship or a relationship equated thereto or with whom he has entered into a registered partnership, with due observance of the relevant requirements laid down by or pursuant to the law

PMR: those representatives at a participation council who have been elected by and from among the staff;

Pension: an old-age pension pursuant to the pension regulations of ABP

Place of work: the buildings where the employee is stationed for his activities

Salary: the gross monthly salary of the employee, falling within the minimum and maximum amounts of the job bracket for that position, or of the introductory salaries that apply to the job bracket

Hourly salary: 1/138th part of the monthly salary for standard employment

Standard working day: a working day of 8 hours

Station: the place where the employee works

Base for benefits: the employee's income calculated on the day on which he died, plus a sum equal to the family allowance to which the employee was entitled pursuant to the Dutch General Family Allowance Act (*Algemene kinderbijslagwet*, Bulletin of Acts and Decrees 1962?, 1?), on a monthly basis;

Trade unions: the Parties that concluded the collective employment agreement for the higher professional education sector on behalf of the employees

Employer: the board of the institution as defined in section 1.1(j) of the Whw, being the board of a legal entity that maintains a university of applied sciences or the body or person or persons to whom the authority to act in that capacity has been delegated

Employee: any person who is not a member of an executive board or central board who works for a university of applied sciences pursuant to an employment agreement with an employer based on this collective employment agreement

WAZ: Dutch Labour and Healthcare Act (*Wet Arbeid en Zorg*, Bulletin of Acts and Decrees 2001, 567.), as most recently amended

WAO: Dutch Disability Benefits Act (*Wet op de arbeidsongeschiktheidsverzekering*, Bulletin of Acts and Decrees 1966.84), as most recently amended

Dutch Personal Data Protection Act: *Wet Bescherming Persoonsgegevens* (Bulletin of Acts and Decrees 2000.302), as most recently amended

Dutch Medical Examinations Act: (*Wet op de Medische Keuringen*, Bulletin of Acts and Decrees 1997.365), as most recently amended

Whw: Dutch Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek*, Bulletin of Acts and Decrees 1992, 593), as most recently amended by the Parties to the collective employment agreement

WIA: Dutch Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen*, Bulletin of Acts and Decrees 2005, 573), as most recently amended

WRHBO: Unemployment Scheme for the Higher Professional Education Sector (*Werkloosheidsregeling Hoger Beroepsonderwijs*), as most recently amended

WW: Dutch Unemployment Insurance Act (*Werkloosheidswet*, Bulletin of Acts and Decrees 1986, 566), as most recently amended

ZAHBO: Sickness and Disability Scheme for the Higher Professional Education Sector (*Ziekte en arbeidsongeschiktheidsregeling Hoger Beroepsonderwijs*), as most recently amended by the Parties to the collective employment agreement;

ZW: Dutch Sickness Benefits Act (*Ziektewet*, Bulletin of Acts and Decrees 1929.374), as most recently amended

Chapter B Applicability, commencement date and duration of the collective employment agreement

Article B-1 Applicability

1. This collective employment agreement applies to employees working for employers if and insofar as the regulations stemming from the Whw apply to those employees' activities.

2. This collective employment agreement may be declared applicable to employees working for a university of applied sciences whose activities are governed by other regulations than those stemming from the Whw.

3. If rules are introduced in or pursuant to any statutory provisions and deviation from those rules is not permitted, this collective employment agreement will only apply insofar as it does not conflict with those statutory provisions. In such situations, the Parties to the collective employment agreement will enter into negotiations.

4. Except as provided otherwise, the employer is not permitted to deviate from the provisions set out in this collective employment agreement. The employer is permitted to agree on terms of employment in local collective negotiations on subjects not arranged in the collective employment agreement.

Article B-2 Conflicts with financing conditions

In the event of any conflicts between the financing conditions and the decrees based thereon and this collective employment agreement, the financing conditions have precedence.

Article B-3 Entry into effect and duration

The collective employment agreement enters into effect on 1 August 2007 and will remain effective until 31 July 2010.

Article B-4 Scope of the collective employment agreement

Employees in working for a legal entity controlled by the university, as well as temporary staff and workers on secondment, who assist with the core activities at the university as defined in Article B-1(1) are entitled to remuneration in accordance with the collective employment agreement for the higher professional education sector, regardless of whether or not they are professionals. If necessary, the employer will make arrangements with the temporary staffing agency in this regard.

Chapter C Employment agreement

Article C-1 Application code, determination and availability for inspection

1. The employer must observe an application code for recruiting and selecting staff. That application is available for inspection by all parties, a fact of which all applicants will be made aware.
2. The application code will be agreed with the staff delegation of the participation council.

Article C-2 Medical examinations

The Dutch Medical Examinations Act (*Wet op de medische keuringen*) applies. In situations in which a medical examination should take place according to the law, but in which the employee has serious conscientious scruples or objections against such an examination, the consequences of sickness and disabilities that would, within reason, have been identified by an examination and that result in disability to carry out the job are for the employee's expense and risk.

Article C-3 Employment agreement

1. All employment agreements will be concluded and amended in writing and in accordance with the model included in Annex II. It will be drawn up in duplicate. The employer is responsible for ensuring that the employee receives a copy, signed by both Parties, of that agreement or any amendments thereto in good time, if possible before the employment commences.
2. The employee is appointed to a position at the university or collection of universities by the university or the legal entity that maintains the university or collection of universities.
3. The employment agreement will include a description of the principal elements of the duties to be performed by the employee, in part to improve deployability. The basic assumption is that the employee has an employment agreement with the university, without his position or station being strictly defined. In the event of changes to the organisation of programmes, the responsibilities of the position and the place where the activities are mostly carried out may also change, without resulting in any changes to the employment agreement and without any implications for the terms of employment agreed.
4. The employer will consult the employee on any important aspects of the responsibilities of the position, any changes thereto and the implications of such changes for such matters as travelling expenses and travelling time. The basic assumption in this connection is that the activities may, within reason, be assigned to that employee, considering the employee's job level.

Chapter D Nature and duration of employment agreements

Article D-1 Duration of employment agreements

Employment agreements are concluded:

- permanently or
- temporarily, with the prospect of a permanent employment agreement or
- temporarily.

Article D-2 Permanent employment agreement

The employee is employed permanently, unless Article D-3 or Article D-4 applies.

Article D-3 Temporary employment agreement with the prospect of a permanent employment agreement

1. The employee may be employed temporarily, with the prospect of a permanent employment agreement.

2. The maximum duration of the employment agreement as meant in item 1 is 1 year.

3a If the employee does not satisfy any requirement laid down in or pursuant to the law, the duration of the employment agreement as meant in item 1 may be prolonged twice, which prolongations may together have a maximum duration of 1 year.

3b If it is impossible to assess properly whether the employee is suited to the position, owing to extraordinary circumstances, the duration of the employment agreement as meant in item 1 may be prolonged twice, which prolongations may together have a maximum duration of 1 year.

4. Upon employment pursuant to this article, no probationary period as defined in section 652, Title 2 of the Netherlands Civil Code may be stipulated.

5. When the period for which the employment agreement as meant in item 1 of this article ends, the employee will be granted a permanent employment agreement, unless a review as defined in Chapter N, conducted no later than two months before the end of the duration for which the employment agreement was entered into, reveals that the employee is not eligible for conversion of his employment agreement into a permanent employment agreement, based on his performance.

6. Items 1 to 5 of this article are not applicable in the case of employees previously employed under a permanent employment agreement that the employer terminated within a space of time of one year or less before the employment commenced.

Article D-4 Temporary employment agreement

With due observance of the provisions set out in Article D5, an employee may be employed temporarily and be given responsibility for structural and/or incidental activities.

Article D-5 Continued employment

1. Temporary employment agreements with the university of applied sciences and/or employer according to the collective employment agreement, excluding temporary staffing and secondment agreements, may be consecutive, in which case the maximum duration of the sum of the consecutive temporary employment agreements is as follows, in deviation from the provisions laid down in section 668a of Title 7 of the Netherlands Civil Code:

a. 8 years for teaching staff with teaching duties in the field of arts education if the employee is also a practising professional and the percentage of his contract with the employer is half a standard contract or less.

b. unlimited in situations in which, owing to sickness, the employee is declared healthy for a specific amount of time based on a medical examination.

c. the same as the 4-year funding period as determined upon employment for lectors/associate lectors. In the case of reappointment, renewal is possible for another period of 4 years.

d. for the duration of the doctorate research for employees joining the university as teachers in the case of a doctorate programme prior to being assigned a teaching position

e. 3 years for all situations that are not covered by item a, item b, item c, or item d. In deviation from the provisions set out in item d, the maximum duration of the sum of the consecutive temporary employment agreements is 4 years if the commencement date of the initial employment agreement was earlier than 1 September 2003. Employment agreements concluded between 1 September 2003 and 1 April 2004 with durations of more than 3 years remain unaffected.

2. If continued temporary employment results from consecutive employment agreements as meant in section 668 of Title 7 of the Netherlands Civil Code, no period of notice is required for termination thereof.

3. In accordance with section 668a of Title 7 of the Netherlands Civil Code, employment relationships between the same Parties that follow one another with intervals of no more than three months are deemed to constitute continued employment.

4. In deviation from the provisions set out in section 668a of Title 7, employment agreements as meant in Article D-4 may be renewed or concluded an unlimited number of times within the amount of time specified in item 1 of this article.

Article D-6 Increase in employment percentage

The percentage of employment of an employee with whom additional activities of an incidental and/or structural nature are agreed on top of his existing activities will be temporarily increased for the duration of those activities, commencing on the day on which he is effectively charged with responsibility for those activities. He will be notified in writing of such temporary increases.

The duration of the temporary increase is governed by the provisions for continued employment as set out in Article D-5.

Article D-7 Part-time employment

1. Every employee is entitled to reduce the percentage of his employment, unless important business- or service-related considerations prevent such a reduction.
2. In the case of any job openings, employees with part-time employment will be given preference to expand their employment percentage, provided that they are sufficiently suitable³.
3. The hours for which employees with part-time employment may be deployed will be agreed with them annually.

Chapter E Obligations of the employer and the employee

Article E-1 General obligations

1. The employer and the employee are obliged to conduct themselves as a proper employer and a proper employee.
2. The employee is obliged to carry out his job to the best of his abilities, and in that context to conduct himself in accordance with the instructions issued by or on behalf of the employer.
3. The employee is obliged to carry out his job in accordance with the principles and objectives as defined in the articles of the legal entity maintaining the university and as described in the other documents laying down the principles and objectives. The employee must have been given reasonable opportunity to become familiar with those documents.
4. Within reasonable limits and insofar as such is necessary to ensure proper continuation of the activities, the employee is obliged to consent to the following, based on prior consultation:
a change to the responsibilities attached to his position for short periods of time, yet no longer than one month;
b changes to the arrangements of his working hours for short periods of time, yet no longer than one month.
The provisions set out in this item apply accordingly if any extraordinary circumstances arise that are such that they prevent prior consultation.

Article E-2 Confidentiality

1. The employee is obliged to observe the confidentiality of all matters of which he becomes aware in connection with his position, insofar as that obligation is implied by the nature of the matter or is imposed in writing. This obligation continues to apply after termination of the employment agreement.
2. Without prejudice to any statutory provisions, the employer is obliged to observe the confidentiality of the employee's personal data in respect of third parties, unless the employee consents in writing to the provision of data concerning his person.

Article E-3 Activities

1. The employee is obliged to assume responsibility for the activities belonging to his position.
2. The employee is entitled to refuse particular instructions based on serious conscientious scruples or objections.
3. If it is impossible to charge the employee with sufficient activities belonging to his position, based on his employment percentage, he may be assigned other activities, provided that those are suitable considering his personality and circumstances and in view of his job level.

Article E-4 Sidelines

1. The employee must report the percentage and responsibilities of any sidelines related to his work and professionalism. He may not perform any sidelines that demonstrably detract from the performance of his job and prejudice the employer's interests. The employee is obliged to remit to the employer all considerations from third parties for activities that the employee carries out during working hours and/or considerations for conceding activities to those third parties, and/or any other consideration paid by third parties in connection with any relationship with the employment agreement with the employer, insofar as the employer has not granted him written dispensation from this obligation.
2. If the employee has agreed to an obligation of confidentiality with regard to the substance, by signing an agreement, he is not obliged to notify the employer of the substance of the activities.

³ For the purposes of this article, a job opening does not arise if the available positions can be filled by an employee threatened with dismissal or by a redundant employee from the own organisation.

Article E-5 Personal data

1. The employee is entitled to view his employee files.

Article E-6 Insurance

1. The employer is obliged to take out third-party insurance covering the employee's liability in the performance of his job, including damages caused to third parties by persons supervised in work situations by the employee at the employer's instructions.

2. The employer's obligation to insure the employee as meant in item 1 does not apply if that employee has serious conscientious scruples or objections against such insurance and has notified those objections to the employer in writing.

3. In the event of serious conscientious scruples or objections against insurance as meant in the previous item, the consequences arising from the lack of insurance are for the employee's expense and risk.

4. In the event of insurance as meant in item 1, the employer indemnifies the employee against liability in that connection and will refrain from any possibility of recourse against the employee, except in situations in which the damages are the result of intent or conscious recklessness on the part of the employee.

Article E-7 Copyrights and industrial property

The entitlement to copyrights, patents and plant variety rights, and any benefits arising from

- the production of any work of literature, science or art as defined in the Dutch Copyright Act (*Auteurswet*),
 - the invention of a new product or a new procedure as defined in the Dutch Patents Act (*Rijksoctrooiwet*)
- or

- the breeding or production of a breed on which a plant variety right may be created as defined in the Dutch Seeds and Planting Materials Act (*Zaaizaad- en Plantgoedwet*)

accrue to the employer if the production, invention, breeding or production was or is carried out by the employee on behalf of the employer in the performance of his job.

Chapter F Jobs

Article F-1 Standard jobs and other jobs

1. Without prejudice to the provisions set out in this collective employment agreement, the employer will determine job descriptions and salary brackets for the separate positions within the workforce. In that connection, the employer will specify the position within the organisation and, together with the workforce, determine the salary bracket, with due observance of the standards that apply to the employees based on relevant laws and regulations and with due observance of the standards that apply to teaching staff. The employer will ensure that the positions are sufficiently broad in scope and varied insofar as those positions comprise at least 0.5 of the standard employment percentage.

Article F-2 Job rating

1. The employee's position is assigned to one of the job groups 1 to 18, based on the FUWA-HBO system of job rating or Hay method as applied by the employer. Those job groups also constitute salary groups.

2. The positions will be assigned to job groups in accordance with the relative job ratings adopted in the Conversion File for the higher professional education sector (*Conversiebestand Hoger Beroepsonderwijs*).

The summary of the Conversion File in the job matrix recording those relative ratings is set out in Annex X to this collective employment agreement.

3. When the employment commences, and upon changes to the employer's position, the employer will provide a general characteristic and description of the position with the appropriate salary bracket.

4. The employee may at any moment object to the valuation of his job. The "National objections procedure for HBO job classifications" as set out in Annex V applies.

Chapter G Working hours and times

Article G-1 Business hours

1. The employee will carry out his activities during the hours at which the university is open:

- a Mondays to Fridays from 7 a.m. to 10.30 p.m.;
- b Saturdays from 7 a.m. to 6 p.m.

2. If such is a necessary consequence of the nature of the activities, the opening hours may deviate from those specified in the previous item.

Article G-2 Working hours scheme

1. The employer may agree a working hours scheme, with the consent of the staff delegation of the participation council. That scheme will include arrangements based on the provisions set out in Chapter J.
2. The activities will be spread equally over the year or period of the agreement.
3. The employer will record in writing the days and periods that the employee will work. Those days or periods may be adjusted if both parties agree. The employee will receive written confirmation of such changes.
4. Any arrangements concerning workload policies and changes thereto will be submitted to the staff delegation of the participation council for its approval, at the level at which the policies are adopted.

Article G-3 Maximum working day

1. The maximum working day is ten hours, consecutive where possible, and interspersed with sufficient resting periods. The resting periods prescribed by law, as defined in the Dutch Working Hours Act (*Arbeidstijdenwet*), do not qualify as working hours. Any coffee or tea breaks qualify as working hours.
2. With the employee's input, the employer will determine the daily working hours, based on the principle of no more than eight working hours per day.

Article G-4 Resting days

The employee is entitled to at least two consecutive resting days per week.

Article G-5 Working hours of performing artists

A working hours scheme applies to performing artists that offers opportunities to carry out their profession during working hours if possible.

Article G-6 Time- and location-specific working week

The employee will carry out his job within the buildings or spaces in which the institution is housed and on the sites belonging thereto, unless the nature of the activities to be performed prevents such or the employer has granted the employee dispensation from this obligation. Dispensation will be granted if the housing situation constitutes cause for such.

Chapter H Salaries and bonuses

Article H-1 Calculation of salaries, holiday allowances and structural year-end bonuses

1. The employee's salary is agreed with due observance of the rules adopted by the Parties to the collective employment agreement in or pursuant to the relevant laws and regulations. All salaries will be raised by 1.3% on 1 October 2007, by 1.0% on 1 October 2008, by 1.0% on 1 October 2009 and by 2.4% on 1 July 2010. The pay rises will impact the bonuses in the usual manner.
2. The employee's salary will be determined when the employment commences, in fairness and with due observance of his experience, within the appropriate salary for the position as assigned according to the job classification or within the introductory years specified for that bracket, and is paid on a monthly basis.
3. When the employment commences or undergoes any change, the employer will provide the employee with a breakdown of his income.
4. The holiday allowance is, per calendar month, 8% of the amount that the employee received as salary during that month, and is paid once per year, in the month of May, for the twelve-month period ending with the month of May. In deviation from that rule, if the employment is terminated, the holiday allowance will be calculated over the period from the end of the most recent period for which the employee was paid a holiday allowance until the date on which the employment is terminated. Annex III applies to the minimum holiday allowance.
5. In December, a structural year-end bonus is paid, based on the employee's annual salary and on the employment percentage, in accordance with the system used for holiday bonuses. For 2007, the year-end bonus is 3.7%, while for 2008 it is 5.8%. Starting 2009, the year-end bonus will be 8.3%, meaning that from that moment forward a full thirteenth month will be granted. This bonus impacts the pensionable salary and both current and new benefits.

Article H-2 Salaries of part-time employees

1. The salary of an employee commencing part-time employment is calculated proportionally to this collective employment agreement and the employment percentage.
2. If necessary in order to determine an amount at which the employee will be placed in a bracket, the employee's actual salary will be calculated as a salary sum for a standard employment percentage.

Article H-3 Annual pay rises

1. Annual pay rises are granted contingent upon the outcome of the employee's annual performance review. The institution must have an operational review system that meets the criteria as agreed by the Parties to the collective employment agreement. Those criteria are set out in Chapter N of this collective employment agreement.

2. The outcome of the annual performance review is as follows:

- with a positive review: a pay rise within the salary bracket by the standard percentage applicable in the appropriate job bracket;
- with an excellent review: a pay rise by twice the standard percentage;
- with an insufficient review: no adjustment to the salary.

The performance review is considered positive if the employee has performed at the normal level for that position.

The performance review is considered excellent if the employee has performed above the normal level for that position.

The performance review is considered insufficient if the employee regularly or continually performed below the normal level for that position.

3. If an employee has been assigned to the programme of introductory years for the job bracket concerned, because he does not meet all requirements for proper performance of the relevant position, and it is determined during his performance review that he cannot yet perform the position properly, the outcome of the annual performance review is as follows:

- with a positive review: a pay rise to the following introductory year;
- with an excellent review: a pay rise to the next following introductory year;
- with an insufficient review: no adjustment to the salary.

4. If an employee has been assigned to the programme of introductory years for the job bracket concerned because he does not meet all requirements for proper performance of the relevant position, and it is determined during his performance review that he can now perform the position properly, the outcome of the annual performance review is a pay adjustment to at least the minimum for the job bracket in question.

Article H-4 Extraordinary bonus

The employer may grant an employee who has reached a maximum for the job bracket belonging to his position a permanent bonus of up to 15% of his salary on the following grounds:

- a. extraordinary skill, suitability and diligence;
- b. other circumstances that the employer deems to be of sufficient importance.

Article H-5 Gratuities

1. The employer may grant an employee a one-off gratuity for extraordinary services.

2. When the employee reaches his 25th, 40th or 50th work anniversary, the employer will grant him a gratuity of 50%, 100% and 100% of his monthly income.

The number of pensionable years of service is taken as the basis for determining work anniversaries.

If the employee has commuted any pensionable years of service or did not accrue or only partially accrued pensionable years of service for a particular period, for reasons of his age, employment percentage or duration of employment, the years are taken into full account for purposes of determining work anniversaries.

The following years are not taken into account for purposes of determining work anniversaries:

- pensionable years that the employee has purchased;
- pensionable years accrued elsewhere that the employee has commuted;
- additional pensionable years that the employee accrued for reasons of having an employment percentage of more than 1 FTE.

Years spent in the tropics that the pension fund qualifies as double pensionable years are only counted as single years for purposes of determining work anniversaries.

Article H-6 Labour market bonus

1. The employer may grant the employee a bonus for reasons relating to the labour market, if the position is impossible or difficult to fill without that bonus.

2. Any bonuses granted for reasons relating to the labour market are accounted for annually in the social annual report.

Article H-7 Allowance for overtime

1. Any employee whose salary is determined in accordance with brackets 1 to 10, and who works overtime at the employer's instructions, will be granted an allowance, except as provided in item 3 of this article.

2. Overtime is understood to mean work carried out outside the daily working times determined for the employee, insofar as that work exceeds those working times.
3. No allowance is granted for overtime carried out less than one hour contiguous to the established daily working times. Overtime may only be worked at the employer's instructions.
4. Except in cases of irregular working times as meant in Article H-8, the allowance for overtime consists of the following:
 - a. leave equalling the number of hours exceeding the daily working times established for the employee, and
 - b. a sum of money equalling a percentage of the employee's hourly salary for each hour exceeding the daily working times; the sum of money for overtime worked on Mondays to Fridays between 8 a.m. and 6 p.m. is only granted insofar as that overtime results in the number of working hours for standard employment are exceeded.
5. The allowance is granted as quickly as possible, though as a rule no later than during the calendar month following that in which the extra hours were worked, and taking the employee's wishes into account insofar as is possible. Article G-2 applies in this connection.
6. The employer may decide that rather than leave being granted, as meant in item 4(a) of this article, a sum of money equalling the employee's hourly salary is granted for each hour.
7. The percentages as meant in item 4(b) are as follows:
 - a. except as provided in items b and c:

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

- b. 50 if more than two hours' overtime was worked insofar as that overtime was worked after the first two hours on a Monday, Tuesday, Wednesday, Thursday or Friday between 6 a.m. and 10 p.m., except as provided in item c.
- c. 100 if the overtime was worked on a non-working day that is not a Sunday or the following day between midnight and 6 a.m.

Article H-8 Allowance for irregular working hours

1. Employees not qualifying as teaching staff and whose salaries are determined in accordance with one of brackets 1 to 10 and who regularly, or relatively regularly, carry out work at the employer's instructions at times other than between 8 a.m. and 6 p.m. on Mondays to Fridays are granted an allowance.
2. The allowance is a percentage of the employee's hourly salary for each hour worked, according to the following rules:
 - a. 20% for hours worked between 6 a.m. and 8 a.m. and between 6 p.m. and 10 p.m. on Mondays to Fridays;
 - b. 40% for hours worked between 6 a.m. and 10 p.m. on Saturdays;
 - c. 40% for hours worked between midnight and 6 a.m. and between 10 p.m. and midnight on Mondays to Saturdays;
 - d. 65% for hours worked on non-working days,
 with these percentages being calculated on the highest hourly salary derived from the maximum salary for bracket 6.
3. For the hours as meant in item 2(a), the allowance is only granted if the employee started work before 7 a.m. or ended work after 8 p.m.

Article H-9 Guaranteed allowance for irregular working hours⁴

⁴ This article also applies to employees whose allowances were terminated or reduced on 1 January 1997 as a result of the changes to Article H-9 upon introduction of the 1997-1998 collective employment agreement for the higher professional education sector, and that represent at least 3% of the employee's income.

1. Any employee whose income permanently decreases as a result of termination or reduction of an allowance as meant in Article H-8 that was not caused by the employee is granted a diminishing allowance, provided that he received the first allowance for at least two years without any meaningful interruptions immediately before the moment that it was terminated or reduced. The diminishing allowance as meant in the previous sentence of this item will last for 25% of the period during which the allowance for irregular working hours as meant in Article H-8 was granted, subject to a maximum of three years. The diminishing allowance is 75%, 50% and 25% for each of three equal parts of the duration for which the diminishing allowance is granted.
2. In deviation from the provisions set out in item 1, any employee aged 60 or above whose income permanently decreases as a result of termination or reduction of an allowance as meant in Article H-8 that was not caused by the employee is granted a permanent allowance, provided that he received the first allowance for at least ten years without any meaningful interruptions immediately before the moment that it was terminated or reduced. The allowance as meant in the first sentence of this item is 100%.
3. The diminishing allowance as meant in item 1 will be converted into a permanent allowance as meant in item 2 of this article when the employee reaches the age of 60 and he received an allowance as meant in Article H-8 for at least ten years without any meaningful interruptions immediately before the moment that it was terminated or reduced.
4. For the purposes of items 1 to 3, meaningful interruptions are understood to mean interruptions of more than two months.

Article H-10 Temporary filling of higher positions

If the employee is charged with performing a complete job that falls within a higher job bracket, the employee will be assigned to the higher bracket as if he had been appointed to that position, for as long as he performs that job, unless performing that job

- a. is part of the employee's job
- b. stems from holiday leave of another employee
- c. lasts less than 31 consecutive calendar days.

Performance of higher positions is temporary.

Article H-11 Year-end bonus

1. Any employee working in a job in job brackets 1 to 5 receives a year-end bonus of €20 every year in the month of December.
2. Any employee working in a job in job brackets 6 to 8 receives a year-end bonus of €41 every year in the month of December.
3. The year-end bonuses are granted proportionately to the employment percentage to employees in part-time employment and proportionately per month to employees who only fulfilled the conditions specified in item 1 or 2 for part of the year.
4. Upon termination of the employment agreement during a calendar month, the year-end bonus will be paid for the time from the end of the most recent period for which the year-end bonus was previously paid until the date on which the employment agreement terminates. Payment is then made upon termination of employment.
5. Starting 1 January 2008, the year-end bonuses as described in this article will be incorporated into the salary brackets in a materially equal manner, and the year-end bonuses specified in this article will lapse as such.

Article H-12 Student assistants

1. Any student who contributes to the teaching function or who carries out activities within the university as an extension of their own programme may be granted a temporary employment agreement as a student assistant.
2. The employer will determine rules for the duration and percentage of the student assistant's employment.
3. Chapters F, N and O and Articles H-3, H-4, H-5, H-6 and H-8 to H-11 do not apply to student assistants.
4. The salaries paid to student assistants are determined by the course year that the student is following within the education programme. The employer may lay down rules for determining the course year against the background of the institute's own education programmes.
5. Based on reference to the position of teaching assistant, the salary for full-time employment as a student assistant equals the salaries for the first three levels in bracket 6 of the collective employment agreement for the higher professional education sector. 6. The employer may lay down rules for determining the course year against the background of the institute's own education programmes.

Article H-13 Reintegration jobs

1. The salaries for reintegration jobs equal 100% of the statutory minimum wage for the first year; the bracket salaries for the first, second, third and fourth steps are 130%, 140% and 150%, respectively, of the statutory minimum wage.
2. The bracket salaries for advanced reintegration (*doorstroom*) jobs for the second, third and fourth steps are 130%, 140% and 150%, respectively, of the statutory minimum wage.
3. Employees who had been employed in an initial or advanced reintegration job for one year or longer on 1 January 2003 will be assigned to step 2 (110% of the statutory minimum wage) of the I bracket as of that date. Employees who have been working in initial reintegration (*instroom*) reintegration jobs for several years may be eligible for advanced reintegration (*doorstroom*) jobs. Any employee who, on 1 January 2003, was working in an advanced reintegration job explicitly designated as such will be assigned to the first salary step in the D bracket (130% of the statutory minimum wage) as of that date; the following date for a periodical increment for that employee is 1 January 2004 (positive performance: move to step 2: 140% of the statutory minimum wage) while the final date for a periodical increment is 1 January 2005 (150% of the statutory minimum wage). For employees employed in an advanced reintegration job on or after 1 January 2003, the employment date for that advanced reintegration job is considered to be a date for a periodical increment.
4. The percentages specified in this article include the structural year-end bonus as meant in Article H-1. As such, employees should take into account a reduction in their monthly salaries by the same amount as the year-end bonus.

Chapter I Allowances and facilities

Article I-1 CERT allowance

1. The employer may assign the employee to the company emergency response team (CERT) as meant in section 15 of the Dutch Employment Conditions Act 1998 (*Arbeidsomstandighedenwet 1998*, Bulletin of Acts and Decrees 1999.184).
2. An employee may only be assigned to CERT if he possesses a valid CERT certificate issued by a licensed CERT institution.
3. Any employee assigned to CERT will receive a monthly allowance for those responsibilities.

Article I-2 Bicycle scheme

If a bicycle scheme is in place, the employee may utilise the then available tax facilities if he so wishes and if such complies with the employer's scheme.

The Parties to the collective employment agreement recommend that the possibilities offered by the optional employment conditions system be used for this purpose.

Article I-3 Relocation costs

1. Once during the initial two years, any employee who receives a permanent employment agreement for half a standard employment or more may claim an allowance for furnishing costs equalling 12% of his annual income, subject to a maximum of €5446, and an allowance for all other costs arising directly or indirectly from relocation to the amount of €1589 if and insofar as the employee has a commute of more than one hour by public transport from his place of work when the employment commences and if he then relocates to the place of work. The allowance is for costs actually incurred; as such, the employee must submit receipts.
2. For purposes of the concept of "place of work" as used in item 1, if the employee is stationed at multiple locations of the university, the station where the employee lives or to which he relocates first upon commencement of employment qualifies as the place of work as meant in item 1 of this article. The employee may only claim a relocation allowance if he relocates to the station where he works the majority of his employment and if the allocation of responsibilities across various stations undergoes a major change, unless such is unreasonable.
3. If the employee receives a permanent employment agreement for half a standard employment or less, the employer and employee may agree that item 1 applies, on the understanding that the period during which the employee may claim a relocation allowance may in no instance be more than a total of two years, calculated from the moment at which the right to the allowance comes into existence.
4. The employer and the employee may agree that the employee relocates to outside the place of work.
5. The employer may oblige the employee to repay a proportionate part of the allowance if the employee gives notice on his employment agreement within two years after having relocated.

Article I-4 Obligatory relocation

The employer may oblige the employee to relocate if, in the employer's opinion, such is a necessary consequence of the nature of the job and if the employee's employment percentage at the university is half a standard employment or more. In that event, the employee may claim an allowance for the costs in accordance with the provision set out in Article I-3, with the exception of the provisions set out in item 5. The allowance is for costs actually incurred; as such, the employee must submit receipts.

Article I-5 Entitlement to relocation costs in connection with moving into or vacating a staff residence

1. Any employee who must move into or vacate a staff residence at the employer's instructions is entitled to an allowance for the costs in accordance with the provisions set out in Article I-3, with the exception of the provisions set out in item 5, unless the employee must vacate the staff residence as a result of termination of the employment granted at his request for reasons other than his having reached the age of 65 or as a result of blame on the employee's part or circumstances caused by employee and if the employer is of the opinion that no grounds exist for granting an allowance for relocation costs.

2. In the event of the death of an employee living in a staff residence, his surviving household members are entitled to an allowance for relocation costs if they are forced to vacate the staff residence as a result of that death.

Article I-6 Travelling expenses

1. The rules for travelling expenses will be determined at university level. One possible aspect of such rules is a public transport scheme that may be agreed with the staff delegation of the participation council. If additional rules are agreed during the negotiations for local collective employment agreements, and any conflicts arise, the arrangements set out in the local collective employment agreement have precedence.

2. The employer may introduce a tax offset facility for business trips and commuting.

3. The policy for the public transport scheme will be accounted for annually in the social annual report.

Article I-7 Unavoidable travelling expenses during business trips

The employer will reimburse any employee going on a business trip for the unavoidable travelling expenses that he incurs. 'Unavoidable travelling expenses' are understood to mean:

a. in the case of use of public transport: the costs of travelling by normal means of public transport along the most common route in the manner least costly for the employer, insofar as the employer deems such use to be necessary;

b. in the case of use of a motorised vehicle: the costs based on the use of public transport means as described in item a, unless the employer has authorised the use of a motorised vehicle. In the latter case, the reimbursement equals the maximum travelling allowance exempt from payroll and income tax.

Article I-8 Allowance for hotel expenses during business trips

The employer will reimburse any employee going on a business trip for the actual hotel expenses that he incurs and that are a reasonable consequence of the nature of the business trip.

Article I-9 Foreign postings

1. If the employer charges the employee with activities that are to be carried out outside the Netherlands, the employee is entitled to an allowance for relocation costs and the costs of staying abroad.

2. The calculation of the allowance as meant in the previous item will take account of the costs of living in the country in which the activities are to be carried out.

3. The employer may agree on further rules for foreign postings with the trade unions.

Article I-10 Union fees

Any employee who is a member of a trade union may have his union membership fee withheld from his salary, in accordance with the conditions set out in the Union Fees Regulations for the 2005 collective employment agreement for the higher professional education sector (see Annex IV for details).

The model application form is published on the website of the HBO Association (www.hbo-raad.nl).

Chapter J Work, leave and special leave

Article J-1 Work and leave

1. The total annual number of leave hours is based on the annual number of net working hours of 1659 hours and the organisation and percentage of the employee's working week.

2. The standard working year of 1659 hours is determined proportionately for employees with part-time employment.

3. The employee is not deemed to carry out any activities on non-working days. If a holiday does not fall on a weekend, the employee will compensate for that day.
4. Upon request, the employer will allow the employee the opportunity to take leave on the holidays and memorial days of his conviction.

Article J-2 Actual working hours per week

1. Employees with full-time employment have a working week of one of the following modalities: 36 hours, 38 hours or 40 hours.
2. The employee is entitled to opt for a 36-hour, 38-hour or 40-hour working week, based on consultation with the employer, unless his choice is impossible based on weighty business-related or work-related considerations. These consultations must be completed at least 3 months before the course year commences.
3. In mutual consultation, the employer and employee may agree on a different number of working hours and organisation of the working week.
4. For employees with part-time employment, the provisions set out in this article apply proportionately to their employment percentage.

Article J-3 Daily working times

1. Based on the employee's actual number of working hours per week, the employer, with input from the employee, will determine his daily working times, taking into account the employee's preferences and with due observance of what is appropriate considering the nature of the activities.
2. The pattern of working times must correspond to the provisions laid down in the Dutch Working Hours Act (*Arbeidstijdenwet*). The spread of working hours over the week must be balanced. The basic assumption in this connection is that the working week must be organised according to days of 8 hours or periods of 4 hours.
3. A standard working day is a working day of 8 hours.

Article J-4 Leave

Employees with working weeks of:

- 36 hours are entitled to 219 hours of leave with retention of salary per calendar year;
- 38 hours are entitled to 323 hours of leave with retention of salary per calendar year;
- 40 hours are entitled to 428 hours of leave with retention of salary per calendar year.

The number of leave hours is determined proportionately for employees with part-time employment. Partial hours are rounded up to half hours.

Article J-5 Registration

The leave hours that the employee takes pursuant to Article J-4 are registered by the employer.

Article J-6 Commencement and termination

In deviation from the provisions set out in Article J-4, if the employment commences or is terminated during the course of a calendar year, or if the individually agreed number of working hours per week changes, the number of leave hours to which the employee is entitled are determined proportionately.

Article J-7 Leave and sickness

1a. Any employee who does not carry out the agreed work owing to sickness accrues leave time over the last 6 months of his sick leave, in accordance with the provisions laid down in Article 635(4) of Title 7 of the Netherlands Civil Code. For this purpose, periods of time following one another with interruptions of less than one month are added together.

Any employee who does not carry out his work for only part of the agreed number of working hours owing to sickness accrues leave entitlement proportionately to the number of hours worked after a 6-month period.

1b. If an employee falls sick while on leave, his leave will be converted into sick leave.

Article J-8 Taking leave

1. Upon request, the employer will grant the employee leave, unless important considerations prevent such. In that event, the employer will notify the employee of that fact in writing and within two weeks, explaining the reasons.
2. Every year, the employee must take at least 90% of his leave entitlement for the calendar year in question.

3. The employer and the employee are responsible for ensuring that sufficient opportunity is offered and taken, as applicable, for the employee to take his leave entitlement for the year in question.
4. The employee may carry any leave not taken because of sickness or not taken because work-related considerations prevented such forward to the next year.
5. The employer may designate up to one week and four consecutive or non-consecutive days as obligatory leave every year.
6. In joint consultation with the staff delegation of the participation council, the employer may designate longer periods than those specified in the previous item as obligatory leave. This requires the consent of the staff delegation of the participation council. The staff delegation may agree on compensatory arrangements.

Article J-9 Special leave

1. The employer will grant the employee short periods of special leave with retention of income, except as provided in item 2 of this article, insofar as his activities coincide with one or more of the following circumstances:
 - a. exercise of the employee's voting right, fulfilment of a statutory obligation or the sitting of an exam organised or recognised by the government, insofar as such is impossible in the employee's own time and it is impossible to change working times
 - b. attendance of meetings or sessions of or performance of activities for public-law bodies to which the employee has been appointed or elected, insofar as such is impossible in the employee's own time
 - c. service as a member of an exam committee organised or recognised by the government or service or as a state-appointed examiner for an exam, for up to 14 days per year at most, to be determined in consultation with the employer, insofar as the employer receives compensation for that time
 - d. death of the employee's partner, parents or children, including stepfamily, adoptive family and family in law of the partner or his partner to the second degree, for 2 days; if, in the latter case, the employee is responsible for arranging the funeral or settling the estate of the deceased, up to 4 days' leave will be granted
 - e. relocation if the employee's place of work changes: for 2 days, or in extraordinary cases up to 4 days
 - f. search for a home if the employee's station changes, for up to 2 days
 - g. the employee's civil or church marriage or registration of the employee's partnership, for a total of 2 days, insofar as both the wedding day or days or the day or days on which the partnership is registered fall within those 2 days
 - h. the marriage or registration of partnership of relatives of the employee by blood or marriage in the first or second degree, for 1 day
 - i. attendance of a members meeting as laid down in the articles of the union or association as meant in Article V-7 to which the employee belongs, insofar as such is impossible in the employee's own time.
2. If the circumstance as meant in item 1(b) of this article arises and the employee receives a fixed allowance in connection with the activities for which he is granted leave, a deduction will be withheld from his income for the time for which he has leave. That deduction will not exceed the amount that the employee may be deemed to receive as a fixed allowance for the activities carried out during the time corresponding to the leave.
3. Requests for special leave as meant in this article must be submitted to the employer at least one week ahead of time or, in unforeseen situations, as soon as possible. In qualifying instances, the employer may nevertheless designate the absence of any employee who did not meet that requirement as special leave with retention of income.
4. Any employee who wishes to take unpaid leave or leave days in the situations outlined below will be granted that opportunity by the employer:
 - registration of the employee's intention to marry
 - death of relatives by blood or marriage of the employee or his partner to the third or fourth degree;
 - relocation that does not involve a change in station
 - the employee's 25th, 40th or 50th work or wedding anniversary or anniversary of partnership registration, or the 25th, 40th, 50th or 60th wedding anniversary or anniversary of partnership registration of the parents of the employee or his partner, including stepparents, adoptive parents or parents in law
 - youth work.
5. In deviation from the provisions set out in item 3 of this article, requests for special leave as meant in item 1(1) must be submitted to the employer at least two months ahead of time.

Article J-10 Pregnancy and maternity leave and parental leave

1. Female employees are entitled to pregnancy and maternity leave in connection with childbirth.

2. Entitlement to pregnancy leave starts 6 weeks before the day following the supposed date of childbirth, as set out in a written statement from a doctor or obstetrician submitted to the employer, and ends on the day of childbirth. Pregnancy leave commences no later than 4 weeks before the day following the supposed date of childbirth.
3. Maternity leave commences on the day following childbirth and equals 10 consecutive weeks or as many more days as the employee's pregnancy leave was less than 6 weeks.
4. For the purposes of item 3, days on which the female employee received benefits pursuant to section 29a(2) of the Dutch Sickness Benefits Act (*Ziektewet*) during the period that she was entitled to pregnancy leave, but had not yet taken such leave, are qualified as days for which she received pregnancy leave.
5. Employees are entitled to unpaid parental leave in accordance with the Dutch Labour and Healthcare Act (*Wet Arbeid en Zorg*). Annex VIII sets out the relevant statutory clauses.

Article J-11 Healthcare leave

The employer will grant the employee paid healthcare leave for sickness and necessary nursing of partner, parents or children, including stepfamily, adoptive family or family in law of the employee or his partner, for up to twice the weekly number of working hours per year. That period may be extended if the employee's continuous presence with the sick person is needed for a longer period of time, as shown by a medical statement submitted to the employer.

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

1. In highly extraordinary personal circumstances, in addition to the circumstances outlined in Article J-9, the employer may also grant the employee short special leave for short spaces of time, determined in fairness and either with or without retention of income.
2. The employee may be granted paid leave for childbirth of his partner for the day of childbirth and nursing leave for up to 2 working days within a space of 4 weeks, counted from the moment that the child actually lives at the same address. Those days need not be taken consecutively.

Article J-13 Adoption leave

Paid leave is granted for up to 4 weeks for adoption of a child, in accordance with the Dutch Labour and Healthcare Act (*Wet Arbeid en Zorg*). Wages will be continued to be paid at 100% during the leave. For adoption of a foreign child, that period will be extended to at most 6 weeks if necessary. Such leave commences up to 2 weeks before the first day of the actual admission of the child into the family and need not be taken consecutively, but within a period of 18 weeks.

Article J-14 Extended special leave

1. Upon request, the employer may grant an employee extended special leave for some or all of his activities.
2. The employer may specify conditions before granting such leave.
3. Those conditions will include at the least an arrangement for payment of the amounts that the employee owes the employer for pension premiums⁵, for which purpose the assumption is that in cases of leave that are solely in the employee's personal interests the payment of the amounts owed to the employer are for the employee's expense while in cases of leave that are on the whole in the public interest the payment of the amounts owed to the employer are for the employer's expense.

Article J-15 Extended special leave for political positions

1. Any employee who accepts
 - a. a seat in the Lower House of the Dutch Estates General
 - b. a position as a member of the Provincial Executive of any province or
 - c. a position as deputy ombudsman,is, by law, granted extended special leave by law without retention of income.
2. Upon request, the employer will grant an employee who accepts a position as alderman extended special leave for some or all of his activities, without retention of income. Insofar as the performance of the employee's job with the employer suffers, the employer may grant such leave at its own initiative, provided that the employee has been heard.

⁵ This is understood to mean the premiums for the civil service disability insurance fund (*FAOP*), flexible/early retirement schemes (*FPU/VUT*), supplementary disability pensions (*IP-bovenwettelijk*) and old-age and survivors pensions (*OP/NP*).

Chapter K Decentralised employment funds

1. The university will spend 1.15% of its gross total payroll on decentralised negotiations about employment conditions. That budget is available for new arrangements to be made by the local collective employment agreement consultations or for improving existing arrangements about such matters as the following:

- paid parental leave. A scheme on this issue will at the minimum specify that accrual of pension rights will continue in full for the duration of the parental leave and that the base on which social security is calculated remains unchanged.
- childcare. A scheme on this issue will at the minimum pertain to childcare for the categories of 0 to 4 years of age. The statutory employer contribution per employee will be deducted from the available budget.
- target-group policy. Policy arrangements will focus on eliminating physical and financial impediments for labour participation by immigrants, disabled persons, workers with subsidised positions and women.
- reintegration policy/jobs. The consultation will discuss whether reintegration jobs can be offered within the university, and if so to what extent. The possibilities for advancement from reintegration jobs to regular jobs will also be investigated.
- additional arrangements for the travelling expenses scheme for commuting
- additional arrangements for healthcare leave
- additional arrangements for the health policy
- additional arrangements for career policies (for employees who, at their own initiative, wish to prepare for a position elsewhere)
- telework.

2. For the policy areas listed here, the substance and level of the arrangements in force on 31 May 2002 at the level of the separate institutions, whether or not they are based on age-conscious staff policy, quality policy and target-group policy, serve as the points of reference for the negotiations conducted by the Parties to the collective employment agreement at the local level. Until the moment that the new arrangements take effect, the existing arrangements, whether based on provisions from earlier collective employment agreement or otherwise, will remain in place.

3. In the local collective employment agreement negotiations, the expenditure of the funds will be discussed periodically, and the Parties will decide in mutual consultation whether grounds exist to adjust the allocation of the funds across the various policy areas. The employer will report the arrangements concerning the allocation of the budget to the Health and Safety Inspectorate as collective employment agreement provisions.

Chapter L Optional terms of employment

With due observance of the provisions set out below, lists of optional terms of employment have been drawn up at the level of the separate universities, in consultation with the unions.

1. The resources and objects of the optional terms of employment are as set out below, with the resources being understood to mean the terms of employment that the employee may exchange for other terms. For both the resources and the objects, a distinction may be made between time and money.

Time-based resources:

- the number of working hours exceeding the agreed standard working year. As a rule, these are the discretionary hours on top of the statutory leave days/hours and time off, subject to a maximum of 90 hours per year, except in situations in which time is converted directly into money, where the maximum is 45 hours per year. If time is utilised for other monetary objects, the 90-hour maximum applies. This does not include the hours taken as free time as per Article M-1(3) or the entitlement to reduced working hours for senior workers (Article M-2).

Monetary resources:

- non-recurring payments insofar as they are specified in the collective employment agreement
- structural year-end bonus (starting 1 January 2003)
- salary

Time-based objects:

- sabbatical leave
- extended parental leave
- study leave (for studies not job-specific)
- additional leave, up to 45 hours per year.

Monetary objects:

- additional income during parental leave
- employee childcare contribution
- allowance for study costs (for studies not job-specific)
- accrual of old-age pension based on the ABP regulations
- accrual of lifecycle wages under the lifecycle savings scheme
- to a maximum value of 45 hours per year.

2 As a result of the introduction of the lifecycle savings scheme on 1 January 2006, it is no longer permitted to save for leave by converting money into time. Starting 1 January 2006, monetary resources may only be converted into time-based objects by accruing lifecycle savings under the lifecycle savings scheme. Arrangements will be made by 1 August 2007 at the latest for monetary claims to leave accrued prior to 1 January 2006. Employees may, until 1 August 2007, opt to have their accruals transferred to their lifecycle savings or else converted into time. Use of time-based resources for time-based objects is not affected by this provision.

3 Monetary resources and objects are subject to the following specific provisions:

- preferably, sabbatical leave should be taken once every 4 years, for a period of 2 months, with a maximum period of 3 months no more than once every 6 years
- an option for sabbatical leave remains unchanged for a period of several years

This rule applies to both the employer and the employee. Nevertheless, circumstances may arise that make it necessary to deviate from the arrangements made and recorded. As such, based on serious considerations, it may be necessary to revise the arrangements made. However, such revisions are subject to the condition that they do not conflict with the interests of the department where the employee in question is employed

- in the event of premature termination of the employment (whether voluntary or involuntary), the accrual for sabbatical leave will be equated to the employee's remaining holiday leave
- if the employee falls sick while on sabbatical leave, he must notify the employer of that circumstance without delay. If the sickness lasts more than 4 weeks, the sabbatical leave will be suspended
- if the hours accrued are taken during a future period, they will have to be taken according to a 1-on-1 system. This will correspond to the accrual of leave entitlement
- expenditure for the objects concerning parental leave, childcare and studies may be accrued over multiple years
- additional deposits to the flexible retirement/old-age pension schemes by the employer on the employee's behalf must correspond to the rules set out in the ABP regulations
- the payroll and personal income tax implications for the various optional resources and/or objects are for the employee's expense, and will not be compensated by the employer.

4. The value of all elements in the model must be suitable for standard expression. The standard chosen is 1 hour. The value determined for an hour is 1/138th part (0.725%) of the employee's monthly salary. This percentage includes the holiday allowance.

5. For temporary employment agreements, the duration of the temporary employment must be factored in. For employees with part-time employment, the calculations will be applied proportionately.

6. Requests to purchase or sell hours must be submitted to the employer before the start of the year (calendar or academic year), and as a rule apply for a period of 1 year, unless otherwise specified. The selections for the coming year are made definite once the employer has given written approval.

7. The employer decides on the requests submitted, with elements such as possibilities offered by the workforce and budgetary implications being the decisive factors for whether or not requests are granted.

8. Based on economic reasons, the employer may issue a collective (i.e. for an existing business unit within the organisation) request to the employees to purchase or sell hours. Employees may refuse such requests.

Chapter M Senior workers facility

Article M-1 Working times of senior employees

1. Employees aged 50 or above may be instructed to work evenings, subject to a maximum of two periods per week and 40 periods per year for new evening work resulting from the employer's operations being expanded or changed. Deviations from these maximums are permitted if the employee consents.
2. If an employee aged 50 or above already works 40 periods or more, that number may not be increased unless the employee consents.
3. Upon written request, the employer will reduce the employee's daily working times, starting in the month in which he reaches the age of:
 - 50 to 59: by 30 minutes for working days of 8 hours or more
 - 60 or older: by 60 minutes for working days of 8 hours or more, provided that the employee does not take on any new paid sidelines. Work for another university does not qualify as a new paid sideline, insofar as it does not result in the number of hours for standard employment being exceeded.

Article M-2 Senior teaching staff scheme (SOP)

Article M-2-a Entitlement to reduced working hours for senior workers

1. Unless such conflicts with the organisation's interests, the working hours of any employee who submitted a request to this effect after 27 March 2003 will be reduced, with retention of employment percentage, in accordance with one of the following options:
 - a. if he is aged 55 or older: a reduction in working hours by 10% of the working year agreed
 - b. if he is aged 57 or older: a reduction in working hours by 20% of the working year agreed
2. The choice for one of these two possibilities is made once only. The employee determines the effective date for the applicable possibility offered under this scheme, with the employer's input. The maximum duration of the SOP scheme is a period of 7 years for a 10% working hours reduction, or a period of 5 years for a 20% working hours reduction.
3. Employees who made use of the SOP scheme prior to 1 May 2003, based on the rules as they applied in 2002, may make a single choice to switch from a 12.5% to a 20% working hours reduction from the age of 57 onward, subject to an employee contribution of 9%. In order to prevent organisational difficulties, such choices must be reported to the employer no later than 3 calendar months before the employee reaches the relevant age. The employer will provide the employees concerned with sufficient notice about this option.

Article M-2-b Termination of employment upon end of the SOP scheme

1. The employee must agree in writing to terminate his employment agreement for at least the percentage equalling the working hours reduction under the SOP scheme at the end of the period of his participation in the SOP scheme as defined in Article M-2-a (2).
2. Any employee who already makes use of the SOP scheme and who meets the conditions set out in the transitional arrangement for the flexible retirement scheme FPU may extend his SOP period by two or three months, respectively, in order to make immediate use of the FPU scheme.
 - 3 a. Any employee aged 50 or older, but not yet 55, on 1 April 1997 and who already made use of the SOP scheme before 1 May 2003, will be offered a single opportunity to extend the period during which he may make use of the scheme until the first moment that he may make use of the flexible retirement scheme FPU, with the 100% FPU benefits being granted. Any employee who makes use of this extension facility must agree in writing to terminate his employment agreement for at least the percentage equalling the working hours reduction under the SOP scheme at the end of that period.
 - b. If the employee opts to extend the facility, the employee contribution for the remaining period during which the employee makes use of the SOP scheme will be adjusted to 4% for a 12.5% working hours reduction or 9% for a 25% working hours reduction. The new employee contribution will enter into effect on the first day of the month during which the employee turns 60. The increased employee contribution does not apply to the employees specified in Article M-2-d (3).
 - c. Any employee making use of the facility described in Article M-2-a(3) who wishes to make use of the facility described in Article M-2-b(3)(a) will retain the same percentage of employee contributions and of working hours reduction as specified in Article M-2-a(3).
 - d. Any employee as meant in Article M-2-b(3)(a) must notify the employer of his choice to extend the SOP scheme no later than 3 calendar months before the calendar month in which he turns 60. The employer will provide the employee with sufficient notice about this option.

Article M-2-c Part-time employees

For purposes of Article M-2-a, the working hours of employee with part-time employment will be reduced proportionately to full-time employment, with partial hours being rounded up to whole hours.

Article M-2-d Implications of reduced working hours

1. The employee is deemed to be off work for the hours by which his working hours have been reduced pursuant to Article M-2-a.
2. In connection with reduced working hours as described in Article M-2-a, the following amount will be withheld from the employee's salary in the situations described in Article M-2-a(1)(a) or (b):
 - a. 10% working hours reduction: 4% of the employee's salary without working hours reduction pursuant to that article;
 - b. 20% working hours reduction: 9% of the employee's salary without working hours reduction pursuant to that article;
3. Any employee whose salary is determined according to one of salary brackets 1 to 5 must pay an employee contribution of 3% for a 10% working hours reduction and of 7% for a with a 20% working hours reduction .
4. For purposes of determining benefits or bonuses pursuant to other decrees, reduced working hours are not qualified as part-time employment.⁶
5. Any employee making use of the reduced working hours scheme accrues leave in accordance with the reduced working hours.

Article M-2-e Additional options

1. In addition to the basic scheme described in Article M-2-a, various alternatives are open to employees starting 1 May 2003:
 - a. a 12.5% working hours reduction for a period of 7 years, subject to a withholding of 6% of the salary that the employee would receive without working hours reduction
 - b. a 15% working hours reduction for a period of 6 years, subject to a withholding of 8% of the salary that the employee would receive without working hours reduction
2. Any employee who turns 60 and at that moment does not yet make use of any of the possibilities offered under the SOP scheme may opt for a 25% reduction in working hours for a period of five years, subject to a withholding of 6% of the salary that the employee would receive without working hours reduction.

Article M-2-f Additional reduction in working hours

1. Employee making use of the senior teaching staff scheme (SOP) may not claim reduced working hours pursuant to Article M-1.
2. Employees making use of the senior teaching staff scheme (SOP) is entitled to a reduction in working hours of 30 minutes per day on working days of 8 hours or more.
3. For employees aged 60 and above who do not fall within the scope of Article M-2-a and who opt for the 25% working hours reduction, the additional reduction in working hours offered pursuant to this article lapses.

Article M-2-g Anti-accumulation

The employer will apply sections 7 and 8 of the Dutch Early Retirement Benefits Act (*Wet uitkering wegens vervroegd uittreden*), as they read on 1 January 1997, accordingly to the offset of additional income from work or business against the employee's salary, although the offset of additional income may not result in a lower amount than that which the employee would earn if he had part-time employment for the same number of hours.

Article M-2-h Local policies for terms of employment and SOP

The provisions set out in Annex XI regarding expenditure for the senior teaching staff scheme serve as a framework for the implementation of the articles above.

Article M-2-i Transitional arrangement

Demonstrable senior teaching staff arrangements remain in force if the employee wishes, though the Article M-2-f also applies to such employees.

Chapter N Performance reviews and evaluations

Article N-1 Systematic performance assessment

1. Subject to the unions' approval, the employer will adopt regulations for performance reviews. Those regulations must include:
 - the conditions to which performance reviews are subject

⁶ All entitlements related to the employee's salary continue to be based on the salary that the employee would have received if he did not make use of the scheme.

- procedural rules for the performance assessment process
- the frequency of the performance reviews.

The employer will notify the regulations to the Health and Safety Inspectorate as a collective employment arrangement.

2. The purpose of performance reviews is to eliminate anything that impedes the employee's performance of his job and to stimulate. The issues listed in Chapter O will be addressed during performance reviews. No implications with regard to legal position may be attached to performance reviews.

Article N-2 Evaluation systems

1. For purposes of this collective employment agreement, an evaluation system must be clear and understandable. The system must be available for all employees to examine.

2. The university will allow opportunities for internal appeal. Existing internal appeal procedures may be used provided that the care and independence observed in the procedure are sufficiently guaranteed. The appeal procedure must at the minimum provide for rules for the following situations:

- An employee who has not been evaluated has the right to be evaluated, if he so wishes. In that event, the next immediate supervisor will ensure that an evaluation will be held within 3 months, using the relevant method.

- An employee who does not agree to the form, substance or outcome of the evaluation may internally appeal the evaluation (if applicable following a re-evaluation by the next immediate supervisor). Appealing will not affect the date on which the outcome of the evaluation will impact any salary adjustment. It must be recorded that the employee will not suffer any manner of adverse consequences from appealing. The manner in which evaluation interviews are prepared and conducted must be an element of the system.

3. Based on these criteria, the employer will design an evaluation system and submit it to the local collective employment agreement consultation for approval. The employer will notify the arrangements concerning the evaluation system to the Health and Safety Inspectorate as collective employment arrangements.

Chapter O Personal development plans

Article O-1 Courses at the employer's instructions

1. The employee is obliged to follow educational and development programmes insofar as such is necessary for the employee's performance of his job or for the employee to retain suitable work under the employment policy.

2. If and insofar as the employee takes a course at the employer's instructions, the reasonable resulting costs are for the employer's expense. The employer will at the minimum reimburse the hotel and travelling expenses that the employee incurs in connection with the course, with due observance of the provisions set out in the collective employment agreement for the higher professional education system with regard to business trips. The employer will release the employee from his duties if and insofar as the course must be taken during the employee's working times.

Article O-2 Studies that are also relevant to the employee's job

1. The employer may grant the employee paid study leave for up to half a day per week if, in the employer's opinion, a particular course is also important to the employee's performance of his job.

2. In deviation from the provisions set out in item 1, if the course must be taken during working times, the employee may be granted paid study leave for up to one full day per week.

3. Without prejudice to the provisions set out in the previous items, study leave may be granted for the day on which the employee sits an exam at the end of the course or following a clearly finished part of the course.

4. Study leave may also be granted for up to 5 half days per year to allow the employee to prepare for exams as meant in the previous item.

5. The employer will grant the employee an allowance for unavoidable hotel and travelling expenses actually incurred if the course, including exams, must be taken elsewhere than in the employee's domicile or place of work, with due observance of the provisions set out in Articles I-8 and I-9.

6. The employer will grant the employee an allowance of up to 50% of the unavoidable costs actually incurred in connection with purchases of required study materials, course or tuition fees and exam or qualification fees.

7. In extraordinary cases, the employer may adjust the percentage specified in item 6 to 75%.

Article O-3 Repayment of study allowances

1. The employee may be obliged to repay any allowance he has been granted for study costs pursuant to the provisions set out in Article O-2 if the studies are ended prematurely as a result of the employee's fault or doing.
2. Educational expenditure from the generic personal budget for personal development arrangements need not be repaid if the employee switches jobs.

Article O-4 Studies in connection with employability

Any employee who wishes to take a course to increase his employability in order to change careers is entitled to a maximum of 10 education days, which the employer makes available if that employee is prepared to earmark at least the same amount of his own time for the course.

Article O-5 Personal development plans

1. The employer will design a development plan at the level of the university, which plan will be discussed with the participation council. A budget of 1.4% of the total payroll will be made available for implementing the development plan.

That budget covers both the costs of training and the costs of replacing the employee. The development plan serves as the frame of reference for drawing up the Personal Development Plans.

2. Arrangements will be made with each employee in the form of a Personal Development Plan. A Personal Development Plan encompasses, in the broadest sense, all arrangements between the employer and the employee about training and expertise increase in a substantiated career perspective that coincides with the interests of both the employee and the institution. Supervisors will make development arrangements with separate employees within the context of the university's development plan, in the form of Personal Development Plans. Those Personal Development Plans will address both personal budgets and additional resources available as part of the university's development plan.

3. For purposes of realising Personal Development Plans, at least 59 hours of expertise increase is available for teaching staff, and 20 hours for other staff. These hours for expertise increase are part of the 1659-hour standard working year to be realised, and in the case of employees working part-time apply proportionately to their respective employment percentages.

4. In addition, the employee will have access to a personal budget for development that equals 0.8% of his annual salary, subject to a minimum of €300.

5. The appropriation of and accounting for resources from the employee's personal budget are discussed during the employee's personal development interview, and require both the supervisor's and the employee's approval.

6. The progress of and any adjustments to the employee's personal development plan are discussed during the meetings between the employer and the employee within the framework of the rules for performance reviews and evaluations agreed at university level.

7. A transitional arrangement will be introduced for employees already making use of the existing study facilities described in Chapter O of the 2006/2007 collective employment agreement for the higher professional education sector.

Chapter P Disciplinary measures/suspension

Article P-1 Suspension

1. Suspension is understood to mean any temporary dismissal of an employee from performance of some or his entire job that the employer designates as such.

2. Suspension is based on a decision to that effect on the employer's part and may enter into effect immediately.

3. While suspended, the employee is only allowed access to the university after having received the employer's permission.

4. The employer may suspend the employee in situations in which the employer's interests so require, for up to 3 months, although that period may be renewed once by 3 further months if the grounds for suspension have not been eliminated.

5. The employer must notify the employee in writing immediately, yet no later than within 2 days, after have made the decision to suspend him and explain the reasons for his suspension.

Article P-2 Procedure

1. If the employer imposes or is considering a decision to suspend an employee, the employer must notify the employee in writing, explaining the grounds for the decision or intention and setting out the procedure to be followed. If the circumstances are such that the suspension must take immediate effect, the employer must act in accordance with the provisions set out in the first sentence during the period of suspension.

2. The employee must be given the opportunity to argue his case. That opportunity must be given within 3 weeks after the written notification as meant in item 1. If the suspension takes immediate effect, the opportunity will be given accordingly during the period of suspension.
3. The employer may confirm the decision to suspend the employee after the employee has argued his case as meant in item 2 or if the employee has indicated that he will not argue his case. The decision to do so must be made within 14 days after the employee has argued his case, and must be notified to the employee in writing, explaining the reasons. The procedure that the employee should adopt to appeal the decision may also be set out.

Article P-3 Rehabilitation

If it is apparent that the suspension was imposed wrongly, the employer must ensure suitable rehabilitation for the employee, unless the employee indicates that he does not require to be rehabilitated.

Article P-4 Disciplinary measures

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

Chapter Q Dismissal

Article Q-1 Termination of employment agreements

1. The employment agreement terminates as a result of notice of termination being given by either party, with due observance of the provisions set out in Article Q-2.
2. The employment agreement terminates without notice being required:
 - a. with both parties' consent
 - b. when the employee reaches the age of 65, unless the employer and employee agree otherwise
 - c. when the period elapses or the activities end for which the agreement was concluded; if the agreement is expanded pursuant to Article D-6 or D-7, that expansion ends without notice being required when the period elapses or the activities end for which the expansion of the agreement was concluded
 - d. if the employer imposes a disciplinary measure in respect of the employee as described in Article P-4(2)
 - (d)
 - e. as a result of termination on pressing grounds as defined in sections 678 and 679 of Title 7 of the Netherlands Civil Code
 - f. as a result of dissolution by the district court pursuant to section 685 of Title 7 of the Netherlands Civil Code
 - g. during the employee's probationary period as defined in section 652 of Title 7 of the Netherlands Civil Code, immediately and without any reasons being required, if the employee or the employer so states
 - h. in the event of the employee's death.
3. If the provisions set out in item 2(b) of this article apply, the agreement ends with effect from the first day of the calendar month following that in which the event occurs as specified in that item.

Article Q-2 Notice of termination

1. The employer may only give notice of termination of the employment as meant in Article Q-1(1) on the following grounds:
 - a. elimination of the position, if careful study reveals that it is not reasonably possible to offer the employee a position that suits his personality and circumstances or if the employee refuses to accept a suitable position. If the position is eliminated as a result of a reorganisation, the provisions set out in Chapter R must be observed.
 - b. unsuitability, because the employee has proved to be seriously incapable or unsuitable for his position, such not being the result of physical or psychological causes
 - c. serious considerations
 - d. permanent disability on the part of the employee of more than 35%, determined in accordance with the Sickness and Disability Scheme for the Higher Professional Education Sector (*Ziekte en arbeidsongeschiktheidsregeling Hoger Beroepsonderwijs, ZAHBO*) or the Dutch Disability Benefits Act

(*Wet op de arbeidsongeschiktheidsverzekering*) or the Dutch Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen*)

e. the moment arrives on which an employee participating in the SOP scheme pursuant to Chapter M has agreed to terminate his employment in accordance with the provisions set out in that chapter, up to the percentage of his employment agreed under that scheme

f. failure on the employee's part to return from special leave on time without specifying the reasons for that failure, as meant in Article Q-5(2) in conjunction with Article V-7(6).

2. The employee may give notice of termination of his employment as meant in Article Q-1(1) in connection with the flexible retirement scheme FPU if the board of the fund for voluntary early retirement of government staff (*Stichting Fonds Vrijwillig Vervroegd Uittreden Overheidspersoneel*) and the board of pension fund Stichting Pensioenfonds ABP establish that the employee is entitled to benefits under the flexible retirement scheme as defined in Article 3 of the Central Early Retirement Agreement for Government and Teaching Staff (*Centrale vut-overeenkomst overheids- en onderwijspersoneel*) and Article 1.5 of the Pension Regulations of Stichting ABP. In that connection, the employee may also give notice on part of his employment, unless such conflicts with work interests.

3. Both the employer and the employee are required to give 3 months' notice, while the employer is required to give one week's additional notice for each full year that the employee was in the employer's service after having reached the age of 45, up to 13 weeks, unless the employer and the employee mutually agree otherwise at the moment that notice is given.

4. Notice of termination must be given in writing.

5. The date on which the employment is terminated as meant in this article is the first day of the calendar month, unless the parties mutually agree otherwise.

Article Q-3 Termination of income

1. Except in cases of special leave and with due observance of the provisions set out in the ZAHBO, the employee is entitled to income until the day on which the employment agreement is terminated.

2. Any remaining leave time must be taken, as much as is possible, between the day on which notice is given and the day on which the employment agreement terminates. If the employee has any remaining leave entitlement when the employment ends, he is entitled to payment in money up to the amount of his income for an amount of time equalling the remaining leave days.

Article Q-4 Employment following declaration of partial disability

1. Upon termination of an employment agreement owing to disability for physical or psychological causes as meant in Article Q-2(1) (d), the employee is entitled to a contiguous permanent employment agreement in another position at the university, in accordance with the provisions set out in the ZAHBO, unless the employer can prove that no such positions are available and will not become available within a reasonable amount of time. The employer must engage the services of internal or external experts specialising in reintegration of partially disabled workers.

2. The employment percentage of the position meant in item 1 will be related to the employee's residual earning capacity as defined in the final declaration of disability as meant in the ZAHBO or the Dutch Disability Benefits Act (*Wet op de arbeidsongeschiktheidsverzekering*) or the Dutch Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen*) or an irrevocable decision issued by the administration agency.

3. The entitlement to a contiguous employment agreement as meant in item 1 lapses if the employee's disability percentage is set at 80% or more according to the irrevocable decision as meant in item 2.

4. During the period until a guaranteed deployment scheme takes effect, in accordance with the intentions of the Parties to this collective employment agreement set out in the preamble, any employee assigned to a lower disability category based on a second examination for purposes of the Dutch Disability Benefits Act (*Wet op de arbeidsongeschiktheidsverzekering*) or the Dutch Work and Income (Capacity for Work) Act (*Wet Werk en Inkomen naar Arbeidsvermogen*) will be offered an increase in working hours, unless such conflicts with serious work considerations. Serious work considerations include, at the least, such an increase resulting in serious financial or organisational difficulties.

Article Q-5 Termination of employment following extended special leave

1. If the employee is prevented from resuming his activities following an extended period of special leave granted to him as per Article J-14, as a consequence of cuts in the university's workforce, this will constitute grounds for terminating his employment, following a thorough investigation of the possibilities for reinstatement.

2. Any employee who does not resume his activities at the agreed moment following an extended period of special leave granted to him, is deemed to have been dismissed for purposes of this collective employment agreement.

3. Item 2 does not apply if the employee can, within a reasonable space of time, provide prima facie proof of valid reasons for failing to resume his work. In that situation, the leave is deemed to have been extended until the moment that those reasons cease to exist.

Article Q-6 Partial disability

Employees with a disability of 35% or less may not be dismissed on grounds of that disability.

Chapter R Reorganisations

Article R-1 Notification of reorganisations

1. The employer must notify any intention to decide to reorganise in writing to the internal participation council and to the parties to the local collective employment negotiations. An intention to reorganise is understood to mean an intention to reorganise that has been set down in writing and in which the employer explains the motives, the implications for the employees and the measures taken as a consequence.

2. Together with the intention to reorganise, a plan must be submitted in which the envisioned change to the organisation is described and that provides a general description of:

- the need for the reorganisation
- the implications for workforce numbers
- the expected implications for the staff involved in the reorganisation
- the planned measures based on those implications and the motives underlying those planned measures
- the procedure to be followed for preparation for and implementation of the reorganisation.

Article R-2 Reorganisations

1. Reorganisation is understood to mean the following:

- the termination of the activities of the university or a substantial part thereof for economic or other reasons
- a substantial cut-back, expansion or other change to the activities or a substantial part thereof
- a substantial change to the manner in which the university or a substantial part thereof is organised
- a substantial change to the allocation of powers, the conclusion, amendment or termination of a long-term partnership with another university or the introduction or amendment of a substantial technological facility, insofar as such has major implications for a substantial number of persons working at the university
- a change in the place where the university carries out its activities.

2. Local negotiations between the Parties to the collective employment agreement will focus on achieving a consensus concerning the manner in which to deal with any implications of the reorganisation that relate to terms of employment. The employer will notify those arrangements to the Health and Safety Inspectorate as collective employment arrangements.

3. The negotiations with the internal participation council about the intended decision will be based on prevailing regulations on the organisation of employee participation and on existing arrangements about the form and substance of internal consultation.

Article R-3 Consultation

1. The notification of the reorganisation as described in Article R-1 forms the basis for the negotiations in the local collective employment agreement consultation. The employer must explain that notification of reorganisation.

2. Employee organisations will be allowed the opportunity to express their views on the intention. The employer will take those views on board in the negotiations conducted with the internal participation council, insofar as they pertain to the nature of and grounds for the reorganisation.

3. The local collective employment agreement consultation will focus on drawing up a social plan to accompany the social implications of the reorganisation. The intended measures for mitigating the expected implications for the employees concerned, as included in the plan submitted together with the notification, forms the basis for those negotiations. For these purposes, social implications are understood to mean changes to the employee's terms of employment, to the nature, substance and station of his position and to his legal position.

Article R-4 Social plan

1. The substance of the social plan will depend on the nature and substance of the planned reorganisation. If the planned reorganisation is aimed at a substantial cut-back in the number of jobs, the measures set out in the social plan will focus initially on preventing lay-offs. The social plan will include a parcel of arrangements, which may include some or all of the following:

- reinstatement
- temporary jobs
- retraining
- outplacement and other forms of external support, to increase the employee's chances on the job market
- measures aimed at eliminating any obstructions to natural turnover
- the order of dismissals if lay-offs prove unavoidable
- the period covered by the measures.

2. The local collective employment agreement consultation will set itself the aim of completing the negotiations about the social plan to be adopted within three months after notification of the reorganisation. The Parties may, with mutual approval, request assistance or mediation from the national collective employment agreement consultation. The employer will notify the arrangements in the social plan to the Health and Safety Inspectorate as collective employment arrangements.

Chapter S Objections and appeals

Article S-1 Employee appeals committee: definitions and scope

1. The appeals committee is understood to mean a committee as defined in section 4.7 of the Dutch Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek*).
2. Those provisions apply; however, the employer must in all instances notify the employee of any decisions as described in Article S-2(1) in writing, explaining the grounds for the decision and specifying the period and body for appealing the decision.

Article S-2 Appeal

1. Any employer maintaining a privately-run university of applied sciences must be associated with an appeals committee to which any of that employer's employees whose interests have been directly affected may appeal against a decision made by or on behalf of the employer that entails the following:
 - a. suspension
 - b. a disciplinary measure
 - c. termination of continued employment, except where such employment is terminated by operation of law pursuant to Article D-5(2), Article D-3(3a) and Article D-3(3b)
 - d. dismissal other than at the employees own request before the employee turns 65
 - e. direct or indirect withholding of promotion.
2. The appeal must be submitted to the chair of the committee within six weeks from the day following the day on which the appealed decision was sent to the employee.

Article S-3 Announcement to staff

The employer is responsible for ensuring that notification of the committee with which the employer is associated and of the committee's address, as well as a copy of the committee's rules for appeals, are at all times kept in a place at the university to which the employee has access.

Article S-4 The committee's expenses

The committee's expenses are for the account of the employers associated with it.

Article S-5 Binding rulings

The committee's rulings are binding in respect of both the employer and the employee.

Article S-6 Special leave for legal proceedings

The employer must grant the employee short-term special leave with retention of income in order to fulfil requests to be heard as a witness or expert in legal proceedings, insofar as such is impossible in the employee's own time and it is impossible to change working times.

Article S-7 Time limits

1. Any time limits specified in this collective employment agreement are governed by the relevant provisions from the Dutch General Extension of Time Limits Act (*Algemene Termijnenwet*).
2. If a party provides proof to the satisfaction of the competent authorities that he could not be aware on time of the commencement of a time limit specified in this collective employment agreement for enforcing

a claim and that his interests were prejudiced as a result, the time limit will be deemed to have commenced at the moment when the party concerned could, the opinion of the competent authority reasonably become aware of the existence of his claims.

Article S-8 Interpretation committee

The Parties to this collective employment agreement have formed a permanent committee, which has been charged with interpreting this collective employment agreement against the backdrop of the negotiations conducted and the intentions of the Parties as they became apparent during those negotiations. The committee is made up of four persons, and is composed of two representatives from the negotiating party on the part of the employers and two representatives from the negotiating party on the part of the employees. Each of the Parties to this collective employment agreement has the right to appeal to that committee.

Article S-9 Right of complaint

Any employee who is confronted with undesired behaviour of a sexual nature may appeal to a counsellor, and may lodge a complaint for harassment and aggression with the committee formed by the employer for that purpose. Harassment is also understood to mean harassment of a sexual nature.

Chapter T Social security and welfare

Article T-1 Pensions

The pension provision for any employee qualifying as a government employee for purposes of the Dutch ABP Privatisation Act (*Wet Privatisering ABP*, Bulletin of Acts and Decrees 1995, no. 639) are governed by the provisions set out in the Pension Regulations of pension fund Stichting Pensioenfonds ABP.

Article T-2 Sickness and disability

Any employees and former employees as defined in Article T-1 who are prevented, in full or in part, from working owing to sickness or disability are subject to the provisions set out in:

- a. the ZAHBO
- b. if the sickness commenced after 1 January 2001: the Dutch Sickness Benefits Act (*Ziektewet*), provided that he meets the conditions set out therein
- c. the Pension Regulations of pension fund Stichting Pensioenfonds ABP.

Article T-3 Unemployment

1 Any employee or former employee as meant in Article T-1 who is wholly or partially unemployed is entitled to benefits under the Dutch Unemployment Insurance Act (*Werkloosheidswet*) if he meets the conditions set out therein, as well as being entitled to supplementary benefits pursuant to the Supplementary Unemployment Benefits Scheme (*Bovenwettelijke werkloosheidsregeling*, BWRHBO) if he meets the conditions set out therein.

2. In deviation from the provisions set out in item 1, any employee or former employee as meant in Article T-1 who became wholly or partially unemployed before 1 January 2001 is entitled to benefits under the BWRHBO if he meets the conditions set out therein.

3. To prevent and limit unemployment, the employee is entitled to a personal reintegration process if he meets the conditions laid down in this collective employment agreement. Those conditions and the details of the personal reintegration process are set out in Annex XIII to this collective employment agreement.

Article T-4 Collective healthcare insurance

1. Employees may take out insurance under the collective healthcare insurance scheme with Zilveren Kruis Achmea. A discount of €55 per year is granted on the premiums for supplementary insurance, starting at the level of 3-star Beter Af Pluspolis.

2. Regardless of whether or not he participates in the collective healthcare insurance scheme, the employee will receive a gross sum of €300 annually, proportionately to his employment percentage. That sum qualifies as pensionable salary.

3. A one-time contribution of €750,000 is available for pensioner's healthcare insurance fund Stichting Zorgverzekering Gepensioneerden, for the purpose of granting retired employees an allowance.

Article T-5 Survivors' rights in the case of death

1. If the employee dies, the following persons are eligible for survivor's pension, in the order set out below:

- a. the deceased employee's partner, if they were not divorced or separated
- b. the deceased employee's children

- c. any adult children, parents, brothers or sisters for whom the deceased employee provided.
2. For the purposes of item 1 of this article, children are understood to include illegitimate children and children for whom the deceased employee had adoptive responsibility. Adoptive responsibility is understood to mean the responsibility for providing and raising the child as if he or she were the employee's own child, regardless of any obligation to do so and of whether the employee received any compensation for doing so.
2. The survivor's pension if the employee dies equals the amount formed by the pensionable salary multiplied by three, and will be paid out by the employer as soon as possible, yet no later than within one month after the employee dies.
- 3 Income paid to the employee before his death for any period after his death will be deducted from the pension.
4. During the month in which the employee dies and the three months following, the surviving members of his household remain entitled to use a staff residence if they lived there with the deceased employee. If the employer wishes to deviate from the provision set out in the first sentence, fair compensation must be granted.

Article T-6 Definition of working week for purposes of social security schemes

If and insofar as necessary, a working week is assumed to total 36.86 hours for purposes of laws and regulations relating to social security.

Article T-7 Demotion

Any employee who, upon reaching the age of 55, accepts a less highly paid position with the same employer or another employer associated with ABP retains the pensionable income accompanying his former position, if he so requests and subject to application of the provisions set out in Article 3.1(10) of ABP's pension regulations. The pension premiums for the difference between the less highly paid position and the former position will be divided between the employer and the employee in the habitual manner. Any amendments to the pension regulations, the premiums and/or the division of the premiums may result in this article being amended.

Article T-8 Premiums for the Return to Work Scheme

The employer may recover part of the premiums for the Return to Work Scheme for Partially Disabled (*Regeling Werkhervatting Gedeeltelijk Arbeidsgeschikten*, WGA) from the employee. Such recourse may not exceed 50% of the average premiums for the higher professional education sector.

Article T-9 Lifecycle savings scheme for the higher professional education sector

The employee may participate in the lifecycle savings scheme for the higher professional education sector. Details of that scheme are available on the website of the HBO Association, www.hbo-raad.nl

Chapter U Sexual harassment and aggression

Article U-1 Rules governing sexual harassment and aggression

The employer will draw up rules for sexual harassment and aggression, on which a consensus must be reached with the staff delegation of the participation council. Those rules must include at least the following:

- the purpose of those rules and the policy regarding sexual harassment and aggression
- an explanation of the manner in which counsellors will be appointed, and a description of the responsibilities and powers of such counsellors
- an explanation of the manner in which undesired behaviour may be reported to a counsellor
- rules for the handling of complaints regarding sexual harassment or aggression, including the manner in which rulings will be pronounced, by a committee formed by the employer for that purpose
- the stipulation that the employer will make a decision on the measures to be imposed, including disciplinary measures, based on the ruling pronounced by the complaints committee as meant above. If circumstances arise that, in the employer's opinion, are too urgent to be postponed, the employer may impose measures before the complaints committee has pronounced a ruling
- a description of the manner in which the privacy of the persons involved will be safeguarded.

Chapter V Local consultations and employee participation facilities

Article V-1 Negotiations at the local level

1. The employer will conduct negotiations with the unions at the local level about the following matters at the minimum:

a. the implications for terms of employment of major changes to the organisation, including reorganisations as defined in Chapter R, and of mergers and de-mergers

b. the employer's social annual report. The social annual report is understood to include the section of the employer's annual report that addresses employment relationships and developments within the employment organisation. The following issues and articles from the collective employment agreement for the higher professional education sector should be taken into account for these purposes:

- the provision of copies of the annual financial statements and the budget
- notification of relevant developments in terms of training and development
- Article V-3(2): the policy for flexible employment agreements;
- Article V-3(4): use of what are commonly referred to as min-max contracts
- Article H-6: Labour market bonus
- Article I-6: Public transport plan

c employment policy in the broadest sense

d the general outline of staff policy, insofar as such does not violate any laws.

This is understood to mean:

- recruitment, selection and appointment
- evaluations and performance reviews
- career policy
- training
- remuneration
- dismissal
- target-group policy
- the relationship between job differentiation, career policy and systematic staff evaluations.

e. additions and changes to the list of optional terms of employment

f. the implications of changing the place of work by appointment at the level of the university

g. the issues listed in Article K:

- paid parental leave
- childcare
- senior workers policy
- target-group policy
- reintegration jobs
- additional arrangements for the travelling expenses scheme for commuting
- telework

2. Developments regarding personal development plans will be discussed during the local negotiations between the Parties to the collective employment agreement. Those discussions will explain the manner in which the available resources have been used. An important issue in those developments is the possibility for individual employees to actually make use of such matters as training facilities over an extended period of time, without rights being assigned automatically. The basis for local negotiations will be the brochure *Werken met een Persoonlijk Ontwikkelingsplan* ("working with personal development plans") of the mobility fund for the higher professional education sector, which is managed by representatives of employers and employees in the higher professional education sector.

Article V-2 Implementation of collective employment arrangements in mutual consultation with the participation council

Any decisions of the employer preceded by negotiations with the staff delegation of the participation council aimed at implementing collective employment arrangements will take effect once they have been announced in such a fashion that all employees may, within reason, have become aware of them.

Article V-3 Flexible workforce

1. The development of the workforce, in terms of quality and quantity, will be discussed annually during the local negotiations of the Parties to the collective employment agreement.

2. The employer will attempt to avoid, wherever possible, flexible employment agreements (including on-call contracts and similar arrangements) that place the employee in an unfavourable position.

3. In order to prevent undesirable consequences of freelance agreements, the employer may utilise what are commonly referred to as 'zero-hour' contracts⁷.

⁷ A zero-hour contract is an employment agreement under which the employee is on call. It is characterised by the fact that the employer offers no guarantees whatsoever that the employee will be called.

4. The employer must render account for the use of what are commonly referred to as ‘min-max’ contracts⁸ in its social annual report, specifying the number of contracts and their bandwidths (i.e. difference between the minimum and maximum number of hours).

Article V-4 Facilities for participation councils

The employer will grant time-based facilities to any employee who is the chair or a member of a participation council or a joint participation council, a faculty participation council or a service department or training participation council and who is an employee of the employer, with due observance of the following table. Large universities are understood to mean universities of applied sciences that have more than 4000 students, while small universities are those with 4000 students or fewer.

Participation council or joint participation council:

- chair:

- large universities: standard 0.2 of the standard number of working hours
- small universities: standard 0.1 of the standard number of working hours

member:

- large universities: standard 0.1 of the standard number of working hours
- small universities: standard 0.05 of the standard number of working hours

Faculty participation council:

- chair:

- large universities: standard 0.1 of the standard number of working hours
- small universities: standard 0.05 of the standard number of working hours

- member:

- large universities: standard 0.05 of the standard number of working hours
- small universities: standard 0.025 of the standard number of working hours

Training participation council: standard 0.025 of the standard number of working hours for all members including the chair.

Service department participation council: standard 0.025 of the standard number of working hours for all members including the chair. Deviation from these facilities in terms of the number of hours is permitted.

Article V-5 Training committee

The employer will grant a time-based facility to any employee who is the chair or a member of a training committee that is standard 0.025 of the standard number of working hours. Deviation from these facilities in terms of the number of hours is permitted.

Article V-6 Union facilities

In consultation with the unions, the employer will make facilities available for member meetings of trade unions, such as meeting rooms and use of electronic and conventional bulletin boards.

Article V-7 Leave for consultation or advisory work

1. If reason exists according to rules issued by the Minister of Education, Culture and Science or the Minister of Agriculture, Nature and Food Quality, the employer will, upon request, grant the employee short-term or extended special leave from some or all of his activities for the following:

a. carrying out activities relating to the legal position in or for the benefit of committees for organised consultation as meant in Title IV of the Dutch Legal Status (Education Personnel) Decree (*Rechtspositiebesluit onderwijspersoneel*);

b. carrying out activities for the benefit of union of civil servants' associations represented in the Central Committee of Organised Negotiations for the Civil Service or the Council for Government Staff Policy or any association affiliated with such a union of which he is a member

c. participating in a course lasting up to five days per year, at the invitation of a union or association as meant in item b, insofar as the employee is an executive of the union or association concerned, or lasting up to six days per two years insofar as the employee is a member of the union or association concerned, if and insofar as it is impossible to change working times.

2. If reason exists according to rules issued by the Minister of Education, Culture and Science or the Minister of Agriculture, Nature and Food Quality, the employer will, upon request, grant the employee short-term or extended special leave from some or all of his activities to carry out activities for committees designated by the Minister of Education, Culture and Science.

⁸ A min-max contract is an employment agreement under which the employee is on call. It is characterised by the fact that the employer guarantees a certain number of hours of work (a minimum of X and a maximum of Y hours per month).

3. Any employee who does not have a teaching position is entitled to up to 208 hours of special leave with retention of income if he is appointed by a union or association as meant in item 1(b) to carry out administrative and/or representative activities within that union or association, unless such conflicts with work interests. The maximum entitlement to special leave for activities as meant in item 1(b) and (c) together is 240 hours. If the employee as meant in the first sentence is a member of the highest level of management of a union, the maximum total entitlement to leave pursuant to item 1 is 320 hours.

4a. Leave as meant in items 1, 2 and 3 of this article will be granted with retention of income.

4b. The employer will be reimbursed for the manner in which leave as meant in item (1) (a) and (b) of this article is requested for periods from 1 August until 31 July of the following year and the number of hours, and the other conditions for and implications of such leave, in accordance with the provision set out in the 'HBO Union Facilities Agreement' as included in Annex VI.

Every year before 1 August, the Parties to this collective employment agreement will reach an agreement on the way in which the amount provided as reimbursement according to Annex VI is to be adjusted.

4c. The manner in which leave as meant in item 2 of this article is requested, the maximum duration and the number of hours, and the other conditions for and implications of such leave and the manner in which the employer is to be reimbursed are subject to the rules as established by the Minister of Education, Culture and Science.

5. In deviation from the provisions set out in item 4 of this article, leave as meant in item 1 that is aimed primarily at permitting the employee to perform the responsibilities of a paid director of a union or association as meant in item 1(b) will be granted for up to two years and without retention of income.

6. If extended special leave is granted pursuant to item 1 of 2 of this article, the provisions set out in Article Q-5 apply accordingly to the end of that leave.

Chapter W Transitional arrangements and final provisions

Article W-1 Transitional arrangements

The employer guarantees employees their individual rights stemming from:

- a. Title I V of the Dutch Legal Status (Education Personnel) Decree (*Rechtspositiebesluit onderwijspersoneel*, Bulletin of Acts and Decrees 1985, 110) as it read on 1 August 1993.
- b. the Social Policy Framework for the Operation for Increase in Scale, Allocation of Responsibilities and Concentration (*Sociaal BeleidsKader behorende bij de operatie gericht op Schaalvergroting, Taakverdeling en Concentratie*, SBK-STC 1986-1990) or
- c. any other written salary guarantees agreed prior to the effective date of the 1993-1995 collective employment agreement for the higher professional education sector.

Article W-2 Transitional arrangements for job differentiation

1. Any employee who was in the employer's service on 31 July 1993 and on 1 August 1993 and who, as a result of the introduction of job differentiation for teaching positions, is assigned to a teaching position accompanied by a lower job bracket than the position that he held prior to that introduction will retain his entitlement to the maximum in the highest bracket accompanying the position to which he was assigned at the moment of that introduction.

2. Any employee who joined the employer's service on or after 1 August 1993 and who, as a result of the introduction of job differentiation for teaching positions, is assigned to a teaching position accompanied by a lower job bracket than the position that he held prior to that introduction will retain his entitlement to the salary accompanying line number for the bracket to which he was assigned at the moment of that introduction.

Article W-3 Transitional arrangements for job classification and remuneration & evaluation

1. Until the moment that the new remuneration system is introduced, yet until 1 January 2006 at the latest, the employee's salary upon commencement of the employment will be determined in fairness and with due observance of his previous work experience, based on one of the salaries specified for the introductory or maximum bracket or brackets for the position, and will be paid on a monthly basis.

2. a. If a lower job bracket applies as a result of application of the job rating system, the employee will retain his prospects for the maximum salary for the job bracket as recorded in his employment agreement (guaranteed bracket).

b. Any employee falling within the scope of item (a) may not advance at a higher speed within his job bracket compared with his former situation.

c. The employee must advance through his current job bracket in accordance with the standard percentage for that bracket, and will be evaluated in accordance with his current job bracket. Once the employee has

reached the lowest introductory year for the guaranteed bracket, the evaluation will remain in accordance with his job bracket, and the standard percentage for the guaranteed bracket applies.

Annex I: HBO Association membership list

- Hogeschool van Amsterdam
- Hogeschool IPABO Amsterdam/Alkmaar
- Amsterdamse Hogeschool voor de Kunsten
- Gerrit Rietveld Academie
- Hogeschool van Arnhem en Nijmegen
- ArtEZ Hogeschool voor de Kunsten
- Hogeschool INHOLLAND
- Avans Hogeschool
- NHTV internationale hogeschool Breda
- Saxion Hogescholen
- Iselinge, educatieve faculteit
- Hogeschool De Horst, Programme for social professions (incorporated by HU)
- Aeres Groep
- Christelijke Hogeschool Ede
- Fontys Hogescholen
- Design Academy Eindhoven
- Hogeschool Drenthe
- Christelijke Hogeschool De Driestar
- Haagse Hogeschool/TH Rijswijk
- Hotelschool Den Haag, Internationale Hogeschool voor Hotelmanagement
- Hogeschool van Beeldende Kunsten, Muziek en Dans, The Hague
- Hanzehogeschool Groningen
- Hogeschool Zuyd
- Pedagogische Hogeschool 'de Kempel'
- Hogeschool Edith Stein/ Onderwijscentrum Twente
- HAS Den Bosch
- STOAS Hogeschool
- Christelijke Hogeschool Nederland
- Noordelijke Hogeschool Leeuwarden
- Hogeschool Leiden
- Hogeschool Rotterdam
- Codarts, Hogeschool voor de Kunsten
- Hogeschool Utrecht
- Hogeschool voor de Kunsten Utrecht
- Hogeschool Domstad, Catholic primary school teacher training college
- PC Hogeschool 'Marnix Academie', primary school teacher training college
- Hogeschool Larenstein / Van Hall Instituut
- Hogeschool Zeeland
- Hogeschool Helicon onderwijs vanuit antroposofie
- Hogeschool Windesheim
- Gereformeerde Hogeschool
- Katholieke PABO Zwolle

Annex II: Model employment agreement

The Undersigned:

..... (name of legal entity)
in its capacity of the board of
..... (name of university/universities)
domiciled in (domicile)

duly represented in this matter by
..... (given names and surname)
..... (job title)
hereinafter to be referred to as 'the Employer'

and

..... (given names and surname)
of (domicile)
at (address)
born in (place of birth)
on (date of birth)
hereinafter to be referred to as 'the Employee'

have agreed as follows:

Starting ... (date of employment of most recent change in job) ..., the employee will be employed as
..... (one job title).

The employment agreement is concluded:

- permanently as defined in Article D-2 of the 2007-2010 collective employment agreement for the higher professional education sector, with a two-month probationary period*
- temporarily, with the prospect of a permanent employment agreement as defined in Article D-3 of the 2007-2010 collective employment agreement for the higher professional education sector, and ending on ... (date)*
- temporarily, with the prospect of a permanent employment agreement as defined in Article D-4 of the 2007-2010 collective employment agreement for the higher professional education sector, and ending on ... (date), with a two-month probationary period.*

Insofar as is necessary, the Parties will observe a period of notice as specified in Article Q-2(3) of the 2007-2010 collective employment agreement for the higher professional education sector.

(* = delete as appropriate)

The job bracket for the position is The salary based on full-time employment is (wage level).

The salary will be paid every calendar month, and in the month of May will be increased by the employee's holiday allowance and in the month of December will be increased by the structural year-end bonus as defined in Article H-1 of the 2007-2010 collective employment agreement for the higher professional education sector. Allowances under Article T-4(2) are paid on a monthly basis. Insofar as is applicable, and with due observance of the provisions set out in Article H-3 of the 2007-2010 collective employment agreement for the higher professional education sector, the employee's annual pay rises will be effected in

The working hours agreed on an annual basis are ... (fraction: 1.0 or 0,..) of a standard employment, and the actual number of working hours for the employee is ... hours per week based on a working pattern of 8 hours per day, in accordance with Article J-2 of the 2007-2010 collective employment agreement for the higher professional education sector.*

* A standard working day is 8 hours, unless the employer and the employee agree otherwise.

The employee's leave entitlement is calculated in accordance with the provisions set out in Chapter J of the 2007-2010 collective employment agreement for the higher professional education sector.

Upon termination of the employment agreement, the employer and the employee will observe the relevant provisions set out in the of the 2007-2010 collective employment agreement for the higher professional education sector.

The employer will insure a pension for the employee with pension fund Stichting Pensioenfonds ABP.

Other stipulations:

(e.g. non-competition clause, obligatory relocation or working days agreed)

This employment agreement is governed by the 2007-2010 collective employment agreement for the higher professional education sector and its legal successors, including all addendums and amendments made to this collective employment agreement. This agreement is also governed by the Supplementary Unemployment Benefits Scheme for the Higher Professional Education Sector (*Bovenwettelijke Werkloosheidsregeling Hoger Beroepsonderwijs*, BWRHBO) and the Sickness and Disability Scheme for the Higher Professional Education Sector (*Ziekte en arbeidsongeschiktheidsregeling Hoger beroepsonderwijs*, ZAHBO). This agreement replaces all previous employment agreements concluded between the employer and the employee.

Agreed and drawn up and signed in duplicate
on 20..
in

.....
Employer

.....
Employee

Annex III Job brackets

Job brackets				Introductory salaries					
bracket	standard %	01-Oct-2007	1.30%	Transitional situation			Structural situation		
				starting	starting	starting	starting	starting	starting
		minimum	maximum	01-Jan-2006	01-Jan-2007	01-Jan-2008	01-Jan-2009	01-Jan-2009	01-Jan-2009
1	2.7%	1384.98	1646.42						
2	3.1%	1415.07	1815.52						
3	3.0%	1446.19	1981.51	1316.50	1359.05	1402.62	1402.62		
4	2.9%	1478.35	2088.37	1349.71	1390.17	1433.74	1433.74		
5	3.0%	1535.41	2196.27	1397.43	1443.09	1489.77	1489.77		
6	2.8%	1646.42	2301.05	1508.44	1554.09	1600.77	1600.77		
7	2.6%	1871.54	2537.59	1725.27	1774.03	1822.78	1822.78		
8	2.5%	2141.28	2870.60	1980.48	2034.43	2087.33	2087.33		
9	3.4%	2356.04	3246.15	1955.58	2035.46	2115.34	2196.27	2276.14	
10	3.4%	2356.04	3566.72	1955.58	2035.46	2115.34	2196.27	2276.14	
11	2.8%	3029.33	4162.21	2605.02	2690.09	2775.15	2859.19	2944.26	
12	2.2%	3680.85	4733.85	3276.24	3357.16	3438.08	3519.00	3599.92	
13	2.2%	4216.16	5135.33	3752.43	3844.76	3938.13	4030.46	4123.83	
14	2.4%	4425.73	5641.61	3894.55	4000.38	4107.23	4213.06	4319.90	
15	2.5%	4800.24	6197.68	3959.91	4200.60	4319.90	4440.25	4560.60	4679.91
16	2.7%	5203.81	6810.80	4220.31	4501.46	4641.51	4782.61	4922.66	5063.75
17	2.8%	5641.61	7484.10	4535.70	4852.11	5009.80	5167.51	5325.19	5483.92
18	2.8%	6197.68	8224.84	4982.84	5330.38	5503.63	5676.88	5850.13	6024.42

Job brackets				Introductory salaries					
bracket	standard %	01-Jan-2008	nominal	Transitional situation			Structural situation		
				starting	starting	starting	starting	starting	starting
		minimum	maximum	01-Jan-2006	01-Jan-2007	01-Jan-2008	01-Jan-2009	01-Jan-2009	01-Jan-2009
1	2.7%	1408.98	1670.42						
2	3.1%	1439.07	1839.52						
3	3.0%	1470.19	2005.51	1340.50	1383.05	1426.62	1426.62		
4	2.9%	1502.35	2112.37	1373.71	1414.17	1457.74	1457.74		
5	3.0%	1559.41	2220.27	1421.43	1467.09	1513.77	1513.77		
6	2.8%	1657.00	2311.63	1519.02	1564.67	1611.35	1611.35		
7	2.6%	1882.12	2548.17	1735.85	1784.61	1833.36	1833.36		
8	2.5%	2151.86	2881.18	1991.06	2045.01	2097.91	2097.91		
9	3.4%	2356.04	3246.15	1955.58	2035.46	2115.34	2196.27	2276.14	
10	3.4%	2356.04	3566.72	1955.58	2035.46	2115.34	2196.27	2276.14	
11	2.8%	3029.33	4162.21	2605.02	2690.09	2775.15	2859.19	2944.26	
12	2.2%	3680.85	4733.85	3276.24	3357.16	3438.08	3519.00	3599.92	
13	2.2%	4216.16	5135.33	3752.43	3844.76	3938.13	4030.46	4123.83	
14	2.4%	4425.73	5641.61	3894.55	4000.38	4107.23	4213.06	4319.90	
15	2.5%	4800.24	6197.68	3959.91	4200.60	4319.90	4440.25	4560.60	4679.91
16	2.7%	5203.81	6810.80	4220.31	4501.46	4641.51	4782.61	4922.66	5063.75
17	2.8%	5641.61	7484.10	4535.70	4852.11	5009.80	5167.51	5325.19	5483.92
18	2.8%	6197.68	8224.84	4982.84	5330.38	5503.63	5676.88	5850.13	6024.42

Job brackets				Introductory salaries					
bracket	standard	01-Oct-	1.00%	Transitional			Structural		
				starting	starting	starting	starting	starting	starting

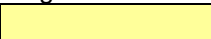


	%	2008		situation			situation		
		minimum	maximum	starting	starting	starting	starting	starting	starting
				01-Jan-2006	01-Jan-2007	01-Jan-2008	01-Jan-2009	01-Jan-2009	01-Jan-2009
1	2.7%	1423.07	1687.12						
2	3.1%	1453.46	1857.92						
3	3.0%	1484.89	2025.57	1353.91	1396.88	1440.89	1440.89		
4	2.9%	1517.37	2133.49	1387.45	1428.31	1472.32	1472.32		
5	3.0%	1575.00	2242.47	1435.64	1481.76	1528.91	1528.91		
6	2.8%	1673.56	2334.74	1534.21	1580.31	1627.46	1627.46		
7	2.6%	1900.94	2573.65	1753.20	1802.45	1851.69	1851.69		
8	2.5%	2173.37	2909.99	2010.97	2065.46	2118.88	2118.88		
9	3.4%	2379.60	3278.61	1975.14	2055.81	2136.49	2218.23	2298.90	
10	3.4%	2379.60	3602.39	1975.14	2055.81	2136.49	2218.23	2298.90	
11	2.8%	3059.62	4203.83	2631.07	2716.99	2802.90	2887.78	2973.70	
12	2.2%	3717.66	4781.19	3309.00	3390.73	3472.46	3554.19	3635.92	
13	2.2%	4258.32	5186.68	3789.95	3883.21	3977.51	4070.76	4165.07	
14	2.4%	4469.99	5698.03	3933.50	4040.38	4148.30	4255.19	4363.10	
15	2.5%	4848.24	6259.66	3999.51	4242.61	4363.10	4484.65	4606.21	4726.71
16	2.7%	5255.85	6878.91	4262.51	4546.47	4687.93	4830.44	4971.89	5114.39
17	2.8%	5698.03	7558.94	4581.06	4900.63	5059.90	5219.19	5378.44	5538.76
18	2.8%	6259.66	8307.09	5032.67	5383.68	5558.67	5733.65	5908.63	6084.66

Job brackets				Introductory salaries					
bracket	standard %	01-Oct-2009	1.00%	Transitional situation			Structural situation		
		minimum	maximum	starting	starting	starting	starting	starting	starting
				01-Jan-2006	01-Jan-2007	01-Jan-2008	01-Jan-2009	01-Jan-2009	01-Jan-2009
1	2.7%	1437.30	1703.99						
2	3.1%	1467.99	1876.50						
3	3.0%	1499.74	2045.83	1367.45	1410.85	1455.30	1455.30		
4	2.9%	1532.54	2154.82	1401.32	1442.59	1487.04	1487.04		
5	3.0%	1590.75	2264.89	1450.00	1496.58	1544.20	1544.20		
6	2.8%	1690.30	2358.09	1549.55	1596.11	1643.73	1643.73		
7	2.6%	1919.95	2599.39	1770.73	1820.47	1870.21	1870.21		
8	2.5%	2195.10	2939.09	2031.08	2086.11	2140.07	2140.07		
9	3.4%	2403.40	3311.40	1994.89	2076.37	2157.85	2240.41	2321.89	
10	3.4%	2403.40	3638.41	1994.89	2076.37	2157.85	2240.41	2321.89	
11	2.8%	3090.22	4245.87	2657.38	2744.16	2830.93	2916.66	3003.44	
12	2.2%	3754.84	4829.00	3342.09	3424.64	3507.18	3589.73	3672.28	
13	2.2%	4300.90	5238.55	3827.85	3922.04	4017.29	4111.47	4206.72	
14	2.4%	4514.69	5755.01	3972.84	4080.78	4189.78	4297.74	4406.73	
15	2.5%	4896.72	6322.26	4039.51	4285.04	4406.73	4529.50	4652.27	4773.98
16	2.7%	5308.41	6947.70	4305.14	4591.93	4734.81	4878.74	5021.61	5165.53
17	2.8%	5755.01	7634.53	4626.87	4949.64	5110.50	5271.38	5432.22	5594.15
18	2.8%	6322.26	8390.16	5083.00	5437.52	5614.26	5790.99	5967.72	6145.51

Job brackets				Introductory salaries					
bracket	standard %	01-Jul-2010	2.40%	Transitional situation			Structural situation		
		minimum	maximum	starting	starting	starting	starting	starting	starting
				01-Jan-2006	01-Jan-2007	01-Jan-2008	01-Jan-2009	01-Jan-2009	01-Jan-2009

1	2.7%	1471.80	1744.89						
2	3.1%	1503.22	1921.54						
3	3.0%	1535.73	2094.93	1400.27	1444.71	1490.23	1490.23		
4	2.9%	1569.32	2206.54	1434.95	1477.21	1522.73	1522.73		
5	3.0%	1628.93	2319.25	1484.80	1532.50	1581.26	1581.26		
6	2.8%	1730.87	2414.68	1586.74	1634.42	1683.18	1683.18		
7	2.6%	1966.03	2661.78	1813.23	1864.16	1915.10	1915.10		
8	2.5%	2247.78	3009.63	2079.83	2136.18	2191.43	2191.43		
9	3.4%	2461.08	3390.87	2042.77	2126.20	2209.64	2294.18	2377.62	
10	3.4%	2461.08	3725.73	2042.77	2126.20	2209.64	2294.18	2377.62	
11	2.8%	3164.39	4347.77	2721.16	2810.02	2898.87	2986.66	3075.52	
12	2.2%	3844.96	4944.90	3422.30	3506.83	3591.35	3675.88	3760.41	
13	2.2%	4404.12	5364.28	3919.72	4016.17	4113.70	4210.15	4307.68	
14	2.4%	4623.04	5893.13	4068.19	4178.72	4290.33	4400.89	4512.49	
15	2.5%	5014.24	6473.99	4136.46	4387.88	4512.49	4638.21	4763.92	4888.56
16	2.7%	5435.81	7114.44	4408.46	4702.14	4848.45	4995.83	5142.13	5289.50
17	2.8%	5893.13	7817.76	4737.91	5068.43	5233.15	5397.89	5562.59	5728.41
18	2.8%	6473.99	8591.52	5204.99	5568.02	5749.00	5929.97	6110.95	6293.00

Legend

	=	the introductory salary that may be used during the year in question for employees who join the employer's service on or after 1 January of that year and who do not yet meet the requirements for proper performance of the job.
	=	not applicable
	=	introductory salary that may still apply to an employee with an insufficient review who as a result is not granted a pay rise to the following introductory year

The minimum and maximum salaries specified for the job brackets above are recorded in the collective employment agreement. The speed of advancement to the maximum for the job bracket is based on the outcome of the employee's annual review. Standard percentages are set for each job bracket. A favourable review results in a pay rise by the standard percentage for the job bracket concerned. The standard percentages are based on the maximum amount for the bracket.

When the new remuneration structure is introduced on 1 January 2006, the following introductory years will provisionally apply:

- for brackets 1 to 2: no introductory years
- for brackets 3 to 8: up to 3 years
- for brackets 9 to 14: up to 5 years
- for brackets 15 to 18: up to 7 years

Starting 1 January 2009, the structural situation will apply, with the following introductory years:

- for brackets 1 to 2: no introductory years
- for brackets 3 to 8: up to 1 years
- for brackets 9 to 14: up to 2 years
- for brackets 15 to 18: up to 3 years

Annex IV Union fees regulations

Article 1 Nature of these regulations

Pursuant to these regulations, components of the employee's gross wages may be used to pay union fees.

Article 2 Union fees

The entire fee for the calendar year in question qualifies for the purposes of these regulations.

Article 3 Conditions for tax-free allowances for union fees

These regulations apply to all employees who are affiliated with a union that was party to the conclusion of this collective employment agreement.

Note: those organisations are:

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

Koninklijke Vereniging van Leraren Lichamelijke Opvoeding (KVLO)

Koninklijke Nederlandse Toonkunstenaars Vereniging (KNTV)

Nederlandse Vereniging voor Logopedie en Foniatrie/O (NVLFO)

Vereniging Leraren Beeldende Vakken (VLBV)

Vereniging Leraren Schoolmuziek (VLS)

Nederlandse Vereniging voor Onderwijspersoneel (NVOP)

NVS-NVL, Vereniging van schooldecanen en leerlingbegeleiders

Vereniging van Leraren in Levende Talen (VLLT)

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

UNIENFTO

Applications may only be submitted to one employer per fee paid.

Consequences of incorrect statement are for the employee's account.

Article 4 Resources

The following accrued entitlements may be used to pay union fees for the year:

- Year-end bonus

Article 5 Procedure

- The employee must notify the employer before 1 November of the year in question that he/she wishes to make use of these union fees regulations.
- The employee should do so by submitting a completed application form and proof of payment to the employer. The model application form is published on the website of the HBO Association: www.hbo-raad.nl.

Annex V: National objections procedure for HBO job classifications

Article 1 National objections committee for job classifications

1. A national objections committee for job classifications exists for employers and employees of the universities of applied sciences that fall within the scope of this collective employment agreement.
2. The committee's secretariat will be the responsibility of the HBO Association, i.e. the association of universities of applied sciences, based in The Hague at Prinsessegracht 21.
3. The details of the national objections procedure will be laid down in implementation regulations. The administrative and legal support in the handling of complaints under those regulations will be provided by Stichting Geschillencommissie Onderwijs, PO Box 85191 3508 AD in Utrecht, visiting address: "Woudstede" building, Zwarte Woud 2, Utrecht.

Article 2 Composition of the national objections committee for job classifications

1. The committee is made up of a representative on behalf of the employers, a representative on behalf of the employee organisations and an independent chair and of their deputies.
2. One member and his or her deputy will be appointed by the HBO Association.
3. One member and his or her deputy will be appointed by employee organisations that are party to the present collective employment agreement.
4. The chair and his or her deputy will be appointed by the HBO Association based on a binding nomination by the Parties to the collective employment agreement.
5. Persons employed by the institutions affiliated with the HBO Association may not serve as members or deputies of the committee, nor as the chair or his or her deputy.
6. At the committee's request, an expert in the field of the prevailing method of job classification may be added to the committee in an advisory capacity.
7. No person may hold a position on the committee if he or she also holds a position on an internal objections committee of an institution affiliated with the HBO Association that has the authority to examine objections of employees against decisions concerning job classification. An exception to this rule applies to the members of the national objections committee as at 1 August 2007, with regard to any positions they hold on internal objections committees on 1 August 2007, for the duration of the period for which they have been appointed to the national objections committee.
8. Members will be discharged at their own request. Any member will be discharged with effect from the month following that in which they turn 70. The members will be dismissed by the Parties to the collective employment agreement if they do not, or no longer, meet the requirements specified in Article 2(5) or (7) or if sickness or disability prevents them from performing their jobs, or if they are irrevocably found guilty of a crime by a judicial decision. Any member who is to be dismissed based on the grounds set out in the previous sentence will first be notified of that dismissal, and will be granted the opportunity to argue his or her case.

Article 3 Remuneration and costs

1. The members of the committee will receive a financial allowance for their participation in the national objections committee.
2. The members of the committee will be remunerated for their unavoidable hotel and travelling expenses.
3. The institute in question will bear the costs of any handling of objections by the committee of its secretariat.

Article 4 Reconsideration of intended decisions in local objections proceedings

1. Any employee who questions an intended decision on the part of his or her employer concerning job classification may ask the employer to reconsider that intended decision.
2. The employer is responsible for drawing up rules for submitting and handling requests as meant in item 1.
3. The employer will reconsider the intended decision together with a local jointly formed committee.
4. The employer may request advice from an expert in the field of the prevailing method of job classification.
5. The employer must inform the employee of the outcome of the reconsideration in writing, explaining the arguments on which it is based.

Article 5 Objection

1. The employee may object to the national objections committee against the decision on job classification made pursuant to Article 4(5).

2. The employee must submit the objection in writing to the secretariat of the national objections committee for job classifications as meant in Article 1(2), no later than six weeks after the date of the decision as meant in Article 4(5), explaining his or her arguments.

Article 6 Responsibilities of the national objections committee for job classifications

1. The administrative section of the disputes committee sends written confirmation of receipt of the objection.
2. If the employee so requests, the committee will allow him or her the opportunity to explain the arguments in person.
3. The committee will examine the outcome of the reconsideration and advise the employer in writing on that outcome, no later than six weeks after having received the objection. This response time may be extended by a further six weeks at most.
4. The committee may adjourn its decision for up to four weeks, in which case it will notify the employee or his or her authorised representative in writing of that fact.
5. The employer must adopt the committee's advice, unless the employer has serious grounds to deviate from it.
6. Upon receiving the advice, the employer will make a final decision and will notify the employee of that final decision, in writing and explaining the arguments underlying it, no later than two weeks after having received the committee's advice.

Article 7 Evaluation and feedback

1. The dispute committee *Stichting Geschillencommissie* will evaluate such matters as the number of objections, the nature of those objections, the amount of time involved, the advice and the decisions, and periodically provide feedback to the Parties to the collective employment agreement on those matters.
2. If so asked, the universities will periodically provide feedback to the HBO Association on such matters as the number of reconsiderations of intended decisions, the amount of time involved with the internal decisions, the advice and the decisions.

Article 8 In conclusion

These regulations were adjusted and became effective on 1 August 2007, and will be incorporated into the collective employment agreement for the higher professional education sector. These regulations will remain in effect, in unamended form, until the moment that the Parties to the collective employment agreement for the higher professional education sector replace or amend them.

Annex VI HBO union facilities agreement

Article 1

1. Any employees of a university who is a member of a union affiliated with one of the industry unions may carry out union activities.
2. The employer will grant the employee special leave to carry out union activities throughout the academic year, for the long duration of this collective employment agreement, once they have come to an agreement about the number of hours and the times of the leave.
3. This special leave must be requested in writing by the employee, and once the employer and the employee have come to an arrangement will be set out in an agreement. That agreement will specify the special leave as a percentage of a standard number of working hours annually for which the employee is granted special leave for purposes of union activities;
4. The annual remuneration equals the special leave as a percentage of a standard number of working hours multiplied by the maximum salary for bracket 11. The agreement will specify the manner in which the management of the institution can take receipt of the remuneration;
5. In any situations for which these rules do not provide, the Regulations Organised Consultation and Union Facilities for 2005, Ministry of Education, Culture and Science reference AP/A&A 2004/46828, and the amendments thereto apply accordingly.

Article 2

1. Every year, the employee organisations will receive funds to support their participation in the collective employment negotiations, subject to the following conditions.
 - a. The funds currently provided by the Ministry of Education, Culture and Science for employee organisations (€889,000 per year, figures for 2004) will remain available to the employee organisations after they have been added to the lump sum for the institutions, and will be allocated by Stichting Financiering Structureel Vakbondsverlof Onderwijs (SFSVO).
 - b. The amount to be decentralised will be divided by the number of employees of the respective universities as at 1 January 2005, and the resulting amount will then be specified in the collective employment agreement as the basis for the annual fee per employee.
 - c. The amounts will be indexed annually, on 1 January, based on the system used for that year's government budget.
2. No later than six months after the end of the calendar year, the foundation will publish an annual report for that calendar year, rendering account for the funds received by the foundation and the manner in which they were divided among the unions.
3. The foundation will provide copies of its annual report to the HBO Association and the trade unions.
4. SFSVO will submit an audit opinion to the universities every year.

Article 3

No later than 6 months after the end of the calendar year, the foundation will publish an annual report for that calendar year, rendering account for the funds received by the foundation and the manner in which they were divided among the unions. Those accounts should demonstrate that the funds were utilised in accordance with the foundation's objectives.

Article 4

SFSVO will provide copies of its annual report to the HBO Association and the trade unions and will submit an audit opinion to the universities every year.

Collective Redundancy (Notification) Act (*Wet melding collectief ontslag*) or the Decree on the Rules for Mergers of the Social and Economic Council (*SER-besluit Fusiegedragsregel*). For any acts as meant here that do not apply to the higher professional education system, arrangements will be implemented that correspond to them as closely as possible.

4. Disputes

If any disputes arise concerning the participation in or the nature, substance or organisation of the consultations, the government decree as provided for in the final sentence of section 4.5(5) of the Dutch Higher Education and Research Act (*Wet op het Hoger onderwijs en Wetenschappelijk onderzoek*) will apply.

5. Binding force

This agreement is binding for the unions, the HBO Association and their existing and future members.

6. Scope

While the negotiations for terms of employment as meant in this agreement are governed by a collective employment agreement for the institution, that collective employment arrangement will take the place of this agreement.

7. This agreement remains valid indefinitely, and may only be amended with the consent of all Parties to this agreement.

Agreed in Utrecht on 21 March 1997.

Annex VIII Relevant statutory clauses

Netherlands Civil Code, Book 7

Article 610

1. A contract of employment is a contract whereby one party – the employee – undertakes to perform work in the service of the other party – the employer – for remuneration during a given period.
2. If a contract fulfils both the definition of paragraph 1 and that of another special type of contract regulated by law, the provisions of this Title and the provisions governing the other type of contract apply in conjunction. In the event of a conflict, the provisions of this Title apply.

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 indeterminate term, a probationary period of not more than two months may be agreed.
4. Upon entering into a contract of employment for a fixed term, 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.
5. 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.
6. Derogation from paragraphs 4, subparagraph a, and 5 to the detriment of the employee may be made only by a collective labour agreement or by a scheme made by or on behalf of a competent authority.
7. Any stipulation whereby the probationary period is not the same for both parties or is fixed for longer than two months and every stipulation whereby the parties enter into a new probationary period as a result of which the probationary periods together exceed two months is a nullity.

Article 653

1. A stipulation between the employer and the employee whereby the latter is restricted in his right to work in a given way after the end of the contract is valid only if the employer has so agreed in writing with an adult who has reached the age of majority.
2. The court may set aside all or part of such a stipulation on the ground that the employee is unfairly prejudiced by such stipulation having regard to the interest of the employer intended to be protected.
3. The employer may not derive any rights from a stipulation referred to in paragraph 1 if he is liable for damages on account of the way in which the contract ended.

4. If a stipulation as referred to in paragraph 1 restrains an employee to a significant extent from working other than in the service of the employer, the court may always direct that the employer must pay damages to the employee for the duration of the restraint. The court shall fix these damages at such amount appears fair in view of the circumstances; it may allow the damages to be paid instalments in such manner as it determines. The damages are not due if employee is liable for damages on account of the way in which the contract ended.

Article 668

1. If a contract of employment is continued by the parties without opposition, after expiry of the period referred to in article 667, paragraph 1, it shall be deemed to have been renewed for the same period, albeit for a maximum of one year at a time and on the previous terms.

2. The same applies if, in the cases in which notice is necessary, timely notice is not given and the consequences of the continuation of the contract of employment have not been provided for intentionally.

Article 668a

1. From the time when, between the same parties:

a. fixed term employment contracts have succeeded one another over a period of 36 months or more at intervals of at most 3 months, the last employment contract shall be deemed to have been entered for an indeterminate term as from that time

b. more than three fixed term employment contracts have succeeded another at intervals of not more than 3 months, the last employment contract shall be deemed to have been entered for an indeterminate term.

2. Paragraph 1 shall apply, *mutatis mutandis*, to consecutive contracts of employment between an employee and different employers who must reasonably be considered each other's successor with regard to the work performed.

3. Paragraph 1, subparagraph a and the last part of the sentence shall not apply to a contract of employment entered into for not more than 3 months which is immediately consecutive to a contract of employment entered into for 36 months or more between the same parties.

4. The notice period shall be calculated from the time the first contract of employment referred to in subparagraph a or b of paragraph 1 was entered into.

5. Derogation to the detriment of the employee from paragraph 1 to 4 inclusive may be made only by collective labour agreement or a scheme made by or on behalf of a competent authority.

Article 678

1. For the employer, urgent reasons within the meaning of paragraph 1 of article 677 are acts, characteristics or conduct of the employee such that the employer cannot reasonably be required to allow the contract of employment to continue.

2. Urgent reasons are deemed to exist, *inter alia*, if:

a. the employee has misled the employer on entry into the contract by showing false or forged testimonials or by intentionally having given the employer false information about the way in which his previous contract of employment ended

b. he lacks to a serious degree the competence or suitability to carry out the work he has contracted to perform

c. despite a warning, he indulges in drunkenness or other dissolute behaviour

d. he is guilty of theft, embezzlement, fraud or other offences and thereby ceases to be worthy of the trust of the employer

e. he assaults, gravely offends or seriously threatens the employer, members of his family or household, or fellow employees

f. he induces or attempts to induce the employer, members of his family or household, or fellow employees to perform illegal or immoral acts

g. he intentionally or, despite a warning, recklessly damages property of the employer or seriously endangers it

h. he intentionally or, despite a warning, recklessly exposes himself or others to serious danger

i. discloses particulars of the household or business of the employer which he should have kept confidential

j. he obstinately refuses to obey reasonable orders or instructions given to him by or on behalf of the employer

k. he otherwise gravely neglects the work to which he is subject under the contract of employment

l. he becomes or remains unable to perform the contracted work due to intent or recklessness.

3. Stipulations to the effect that the employer may decide whether an urgent reason exists within the meaning of article 677, paragraph 1 are null and void.

Article 679

1. For the employee, urgent reasons within the meaning of paragraph 1 of article 677 are such circumstances that the employee cannot reasonably be expected to allow contract of employment to continue.
2. Urgent reasons are deemed to exist, *inter alia*, if:
 - a. the employer assaults, gravely offends or seriously threatens the employee or members of his family or household or allows such acts to be committed by a member of his own household or his subordinates
 - b. he induces or attempts to induce the employee or members of his family or household to perform illegal or immoral acts or allows such inducement or attempted inducement by a member of his own household or his subordinates
 - c. he does not pay the remuneration at the prescribed time
 - d. he does not provide for adequate board and lodging where this has been agreed
 - e. he does not provide sufficient work for an employee whose pay is dependent on the results of the work to be performed
 - f. he does not provide an employee whose pay is dependent on the results of the work to be performed with the agreed assistance or does not do so to an appropriate extent
 - g. he otherwise gravely neglects the duties to which he is subject under contract of employment
 - h. he directs the employee, although this does not follow from the nature of the contract of employment, to perform work in the business of another employer, despite the refusal of the employee
 - i. continuation of the contract of employment would pose a serious threat to the life, health, morals or good name of the employee and such threat was not apparent when the contract of employment was entered into
 - j. the employee is unable to perform his contracted work due to sickness or other factors beyond his control.
3. Stipulations to the effect that the employee may decide whether an urgent reason exists within the meaning of article 677 paragraph 1 are null and void.

Article 685

1. Each of the parties is entitled at all times to apply to the subdistrict court with a request that the contract of employment be set aside for serious reasons. Any stipulation whereby this right is excluded or limited is a nullity. The subdistrict court may only grant the application if it has ascertained whether the application relates to an existing prohibition to give notice referred to in articles 647, 648, 670 and 670a or to any other prohibition to give notice of termination of a contract of employment.
2. Serious reasons regarded as circumstances which would have constituted an urgent reason referred to in article 677, paragraph 1, if notice of termination of a contract of employment has been given without delay on that account and also changes of circumstances which are of such a nature that the contract of employment should, in fairness, terminate immediately or after a short period.
3. The request is made to the subdistrict court which has jurisdiction pursuant to articles 99, 100, and 107 to 109, inclusive, of the Code of Civil Procedure.
4. The petition shall state the place where the work is usually performed, and the name and address or, in the absence of an address in the Netherlands, the actual abode of the other party.
5. If the application is linked with a case between the same persons already pending before another court, the subdistrict court may order that it be referred to that other court. The clerk of the court shall send a copy of such ruling, along with the petition and the other documents in the action, for further consideration to the court to which the case is referred.
6. The hearing shall start no later than the fourth week following that during which the petition was lodged.
7. If the court grants the application, it shall determine on what date the contract of employment shall terminate.
8. If the court grants the application on account of changed circumstances, it may, if it considers this fair in the circumstances, award one of the parties compensation payable by the other party; it may permit the compensation to be paid in such instalments as it shall determine.
9. Before setting aside a contract of employment the court shall, if it is also awarding compensation, notify the parties of its intention and allow the petitioner a period within which to withdraw its application. If the petitioner does so, the court shall merely make a ruling on the costs of the proceedings.
10. Paragraph 9 applies, *mutatis mutandis*, if the court intends to set aside a contract without making an award of compensation requested by the petitioner.
11. No appeal or cassation lies against a ruling under this article.

Labour and Healthcare Act (Wet Arbeid en Zorg)

Section 1, Title 6 Parental leave

1. Any employee who is related to a child as parent is entitled to leave without retention of pay. If the employee becomes related to more than one child at the same moment, that employee is entitled to leave for each of those children.
2. Any employee who, according to statements from the municipal personal records, lives at the same address as a child and has permanently assumed responsibility for caring for and raising that child as if it were his or her own is entitled to leave without retention of pay. If the employee has assumed responsibility for caring for and raising more than one child at the same moment, with a view to adoption, that employee is entitled to leave for each of those children. In all other instances in which the conditions as set out in the first sentence are met with respect to more than one child at the same moment, the employee has only one entitlement to leave.
3. If the employee conducts his or her work outside the Netherlands, he or she will be granted an entitlement to leave as meant in this section, unless such conflicts with serious business or work considerations.

Section 2, Title 6 Amount, duration and organisation of leave

1. The maximum number of hours of leave to which the employee is entitled is thirteen times his or her number of weekly working hours.
2. Leave should be taken on a weekly basis, for a continuous period of up to six months.
3. The maximum number of hours of leave per week is half the employee's number of working hours per week.
4. In deviation from the provisions set out in items 2 and 3, the employee may ask the employer for:
 - a. leave for a longer period than six months, or
 - b. permission to break up the leave into at most three periods, each period being at least one month, or
 - c. more hours of leave per week than half the employee's number of working hours per week.
5. The employer may reject the employee's request as meant in item 4 if such conflicts with serious business or work considerations.
6. If the employee's leave entitlement is broken up as per item 4(b) and the employment is terminated before all the leave entitlement has been taken, the employee is entitled to the remainder of the leave from his or her new employer, if he concludes a new employment agreement, with due observance of the provisions set out in this chapter.

Section 3, Title 6 Years of service

1. The leave entitlement as defined in section 1 exists if the employment has lasted at least one year.
2. For purposes of calculating that one-year period, periods during which the employee carried out work that followed one another with interruptions of no more than three months are added together. The previous sentence applies correspondingly to periods during which the employee carried out work for multiple employers who, with regard to the work carried out, must within reason be deemed to be one another's successors.

Section 4, Title 6 Age of the child

The employee is not entitled to leave as meant in section 1 after the date on which the child reaches the age of eight.

Section 5, Title 6 Notification obligation

1. The employee must notify the intention to take leave to the employer in writing, at least two months before the moment on which the leave is to commence, specifying the period, number of hours of leave per week or, if the number of working hours has been agreed for another unit of time, for that unit of time and the manner in which the leave is to be spread over the week or other unit of time agreed.
2. The moments at which the leave commences and ends may be made contingent upon the date of the child's birth, upon the end of maternity leave or upon the commencement of care.
3. In joint consultation with the employee, the employer may adjust the manner in which the leave is to be spread over the week based on serious business or work considerations, up until four weeks before the moment that the leave is to commence.
4. If the leave is broken up pursuant to section 2(4)(b), the provisions set out in items 1 to 3 apply to each separate period.

Section 6, Title 6 Retraction of or changes to the notification

1. The employer may reject a request on the part of the employee not to take or not to continue his or her leave based on unforeseen circumstances if such conflicts with serious business or work considerations.

2. The employer need not grant the request at any moment earlier than four weeks after the request was made. If the employee's leave is not continued pursuant to item 1 after the moment that it commenced, the employee's entitlement to the remainder of that leave lapses.

3. If the leave is broken up pursuant to section 2(4)(b), the provisions set out in items 1 and 2 apply to each separate period.

Section 7, Title 6 Compensation for holiday leave entitlement

Days or parts of days on which the employee does not carry out his or her work based on leave as defined in section 1 may not be qualified as holiday leave.

Section 8, Title 6 Three-quarters mandatory law

Deviation from the provisions set out in section 1(3), section 2(4)(b), section 3(1), section 4, section 5(1) with regard to the moment of notification and (2) and section 6 is only permitted pursuant to a collective employment agreement.

Section 9, Title 6 Mandatory law

With the exception of the provisions set out in section 8, no deviation from this chapter is permitted that works to the employee's disadvantage.

Annex IX Job Classification Protocol II

Agreements between the Parties to the 2000/2002 collective employment agreement for the higher professional education sector concerning the introduction of job classification in higher professional education

Whereas:

- the conditions that a system for job classification for universities of applied sciences that is to be selected must meet have been set out in the Job Classification Protocol (Appendix XII to the 2000/2002 collective employment agreement for the higher professional education sector)
- More detailed investigation has revealed that both the FUWA-HBO, the Fuwasys system of job rating adapted for universities of applied sciences and the Hay method meet these conditions
- when two systems apply within the sector, the job being rated by means of one of the two systems will not result in disparities in the results of the categorisation
- the university of applied sciences is to choose one of the two job rating systems, i.e. the Hay method or the FUWA-HBO, after consulting the unions
- much work has already been done regarding job classification in the higher professional education sector over the past few years that can be used in the anticipated process of interpretation of the rating system
- each university of applied sciences has set its own pace and done its own preparations for this
- following on from this, the introduction of job classification within the sector will be decentralised greatly at the level of the separate universities;

the Parties to the 2000/2002 collective employment agreement for the higher professional education sector therefore now have agreed on the following with regard to:

- setting up the conversion file,
- making the conversion file available to the universities,
- the implementation within the universities,
- the complaints procedure,
- guidance for universities,
- implementation rules for payment (including guaranteed salaries),
- decentralisation:

1. Setting up the conversion file

The deployment of two systems within the sector is only possible on the condition that the job rating within one system does not result in disparities in remuneration in comparison with the other system. Accordingly, one file with referral jobs, the conversion file, will be prepared in close collaboration with and between both system proprietors (the Hay method and the FUWA-HBO). The conversion file is a file which contains the job descriptions in a description set-up which allows the jobs to be categorised by means of both the Hay method and the FUWA-HBO system.

One of the first steps is the inventory of the job titles and the material that is required for the description of the jobs. The job profiles that are produced in this manner will be tested for recognisability and practicality. This test will involve representatives from the universities. The referral jobs from the conversion file can be used by the institute as examples for local application and as a guideline for local categorisation decisions in respect of personal job situations. The way in which reference jobs are described and drawn up will provide guidance to institutes when applying one of the two systems.

The finished job descriptions will then be rated by both methods separately. The results will be compared and a proposal will be made for the categorisation of the classifications. This proposal will be discussed by the Parties to the collective employment agreement and eventually formalised. Any alterations or additions to the conversion file that follow from future updates of the file will also be formalised by the Parties to the collective employment agreement. The collective employment agreement consultation will monitor the progress of the completion and maintenance of the conversion file. The Parties will accept advice from a joint Technical Advisory Committee. The Parties to the collective employment agreement for the higher professional education sector are the intellectual owners of the conversion file and any adjustments made to it.

2. Making the conversion file available to the universities

The HBO Association is the formal owner of the conversion file and consequently is responsible for its use in accordance with agreements made between the parties and for maintaining the file. Once the descriptions

and the results of the categorisation of the job classifications have been laid down by the Parties to the collective employment agreement, the material will be made suitable for use at the universities. This means such things as making the material digitally accessible and collecting it into a job guide and a user manual. At the same time, the delegations to the local collective employment agreement consultation will be notified of the conversion file's set-up and its possibilities. The way in which this is to be done will be discussed and formalised in consultation with the Parties to the collective employment agreement. The conversion file will become available to the Parties to the collective employment agreement in the autumn of 2002. It will be presented to the universities immediately after it has been formalised by the Parties to the collective employment agreement.

3. The implementation of job classification within the universities

An approach plan is to be drawn up by each university of applied sciences to support the implementation. When completing this approach plan, the universities must take the results of previous work and preparations regarding job classification and the specific development of the HRM policy within the university into account. The drafting of the approach plan will be the starting point for the introduction of a new system of job classification for the university. The approach plan must include, at the minimum, the following matters:

- the choice for either the job classification system: the Hay method or the FUWA-HBO system of job rating. The university must make its choice by 1 January 2003 at the latest
- the way in which the work that a university has already done as regards job classification is used for the implementation (e.g. the use of previously described and categorised jobs after a test against the conversion file)
- the way in which the job description is determined and assigned as it applies to the employee. The approach plan must state how and by which method the job description was produced and formalised
- who, within the institute, is to be authorised on the employer's behalf to manage the system of job classification and draw up a proposal for categorisation based on the system. The employer must guarantee a correct application of the system and must provide adequate education and training for its managers and classifiers
- the option of objection within the agreements made by the Parties to the collective employment agreement
- the method of introduction: either in phases or as a whole. If the university decides to introduce the system in phases, the approach plan must include the dates of the introduction that correspond to the various categories and/or the job families within the institute
- the university must complete the entire process of job classification, including the application of the new job clusters and salary brackets, within a maximum of 4 years. Those 4 years commence on the date on which the Parties sign the Job Classification Protocol II. The maximum length of the job classification process will be extended for the universities if the Parties to the collective employment agreement have not adopted the conversion file by 1 January 2003
- the approach plan must devote explicit attention to the way in which communication is directed at the various ranks of the staff of the university about the introduction of the rating system and the ensuing categorisation of job classifications
- the employer will keep the local unions regularly informed of the progress being made with the job classification process within the university
- the university will formalise the approach plan after consultation with the local employee organisation.

The approach plans of the individual universities will be tested marginally against the aforementioned areas of special attention by the Parties to the collective employment agreement.

4. Objections procedure

The Parties to the collective employment agreement will make arrangements concerning the procedures for objections and appeals. A framework for those arrangements is as follows:

The objections and appeals procedure will be divided into two phases. Initially, any objection against the individual consequences of the introduction of job classification must be taken up with the university in question. For situations in which the dispute remains after an internal procedure as described above, a procedure will apply in which decisions are made by or on behalf of the Parties to the collective employment agreement regarding the objections. This national objections procedure follows on from the internal procedure and may only be utilised if the internal procedure has been followed right to the end and completed within the institute.

The secretariat for the national objections procedure will fall under the responsibility of the collective employment agreement consultation.

5. Guidance for universities during the implementation

Several actions must be performed in preparation of the choice between one of the two job rating systems at a local level and to support the implementation of the job classification process. Those actions must be prepared by the HBO Association in consultation with both system proprietors. Once the details of the objections procedure have been finalised, the standards used by the system proprietors for drawing up job descriptions must be considered. The collective employment agreement consultation will be kept regularly informed of the progress being made with the guidance to the universities during the implementation of the job classification process.

6. Implementation rules for payment

The Parties agree that transitional arrangements corresponding to the introduction of job rating will specifically be discussed during following collective employment negotiations. Anticipating this, the Parties agree that, if a salary bracket becomes effective as a result of the application of the job rating system, the prospects of the maximum salary in the salary bracket as laid down in the employee's employment agreement will remain intact.

7. Decentralisation

The Parties have agreed to decentralise the system of job classification and assign the responsibility for that system to the universities. The Parties at the central level will be responsible for the central terms and will formalise the preconditions in the collective employment agreement that apply to the introduction and application of job classification. The Parties also agree that the approach plans will be subjected to marginal testing.

Agreed and drawn up in The Hague on 21 December 2001.

Annex X Job matrix conversion file for the Higher Professional Education Sector

Management process	Primary process	Operational process	Maximum bracket
			Bracket 18
			Bracket 17
1.01 Chair of faculty board	2.01 Lector of knowledge network		Bracket 16
1.02 Faculty director	2.02 Lector of knowledge network		Bracket 15
1.03 Programme director 1.05 Member of faculty board 1.06 Head of central HRM dept. 1.07 Head of Finance/Controller	2.03 Lecturer (lector old style)		Bracket 14
1.04 Programme director 1.08 Head of ICT department	2.04 Lecturer 2.12 Head of Education		Bracket 13
1.09 Head of Marketing and Communications dept.	2.05 Lecturer 2.13 Senior policy advisor		Bracket 12
	2.06 Lecturer 2.14 Policy advisor 2.15 Project leader	3.11 System developer 3.14 Executive secretary	Bracket 11
	2.07 Instructor 2.18 Dean	3.07 HRM advisor 3.09 Financial staff 3.13 Communications staff	Bracket 10
	2.08 Instructor 2.16 Multimedia librarian 2.19 Student counsellor	3.01 Facility manager	Bracket 9
	2.09 Instructor 2.20 Work placement advisor 2.21 Timetable planner	3.12 Network and system manager	Bracket 8
	2.10 Teaching assistant 2.17 Multimedia librarian	3.15 Management assistant	Bracket 7
	2.11 Teaching assistant	3.08 HRM and payroll accounts staff 3.10 Accounting staff	Bracket 6
		3.02 Facility management staff 3.16 Student administration staff 3.17 Administrative staff	Bracket 5
		3.04 Janitor 3.05 Maintenance staff 3.18 Administrative support staff	Bracket 4
		3.06 Receptionist	Bracket 3
		3.03 Facility support staff	Bracket 2
			Bracket 1

‘This job matrix corresponds to the conversion file for the higher professional education sector. That file contains some fifty job profiles that offer a cross-section of the jobs in the higher professional education sector. The titles assigned to the positions at the various institutions will not always be identical to the titles listed in the job matrix. The same is true of the substance of the job profiles described in the conversion file for the higher professional education sector’.

Annex XI Local employment policy and the Senior Teaching Staff Scheme

The total expenditure for the use of the Senior Teaching Staff (SOP) scheme will, in theory, be no higher than 1.08 % of the total payroll⁹ per institute. In the local collective employment negotiations, the employer will allow inspection of the expenditure for the use of the SOP scheme. The Parties to the collective employment agreement have jointly laid down rules for calculating that expenditure.

Any expenditure in the matter of the SOP scheme that exceeds that 1.08 % should first be compensated by savings in following years before room is available for additional arrangements.

If the expenditure is less than that 1.08 %, further arrangements will be made in consultation with the Parties to the local collective employment agreement consultation about the allocation of the remaining funds. Those arrangements may be aimed at additional senior workers policy but may also target other elements of the decentralised employment funds, such as childcare or an improved arrangement for travelling expenses.

A maximum of 0.1 % of the decentralised funds described in Chapter K may once be used in the local collective employment negotiations, for additional policy for working hours reduction for senior workers. The decentralised employment funds set at 1.15 % of the gross total payroll in the 2002-2003 collective employment agreement for the higher professional education sector (Chapter K) will not be used to compensate the expenses for the Senior Teaching Staff scheme.

Any non-standard regulations in terms of senior workers’ policy will be respected. Deviations from the SOP scheme that are unfavourable for the employee are not permitted.

The use of the SOP scheme and its intake will be discussed annually during the local collective employment negotiations. The method of discussion will be analogue to that which has been laid down previously in the collective employment agreement regarding the development of employment (in terms of both quality and quantity) and the policy on absenteeism. The intention is to monitor and observe the wishes and needs of those involved in the organisation, and the way in which replacement is discussed. For further details, the Parties refer to the letter of 26 February 2001 in the matter of the LTA.

⁹ The Parties have set the total payroll to be used for these purposes at 129 percent of the gross annual salaries

Annex XII Health policy

Health policy: Prevention and reintegration

"Together with Zilveren Kruis Achmea and AON Consultants, the universities of applied sciences will agree on further arrangements about the way in which the health policy should be given shape.

The following basic assumptions will form the basis for those arrangements:

The current status will be reported to the collective employment agreement consultation in mid 2006. At the same time, information will be provided about the activities being developed at the level of the sector, by mobility fund Stichting Mobiliteitsfonds and other parties, to support the university's health policy. The participation council will be involved in defining the details of the health policy.

Prevention

A proactive health policy at the institution starts with an active prevention policy. The general objectives of health policy are to increase the deployment and deployability of employees, to prevent under-utilisation of the organisation and to counter loss of manpower and undesirable employee turnover. The prevention policy focuses on promoting the health and deployability of employees while continually improving working conditions.

Policy for absenteeism

The objective of the policy for absenteeism is to realise the speediest possible recovery of the employee and as such to prevent damage to the employee and the employer.

Intervention

Intervention should be aimed not only at eliminating health problems, but also at tackling and eliminating the causes of absenteeism, insofar as the employer can influence those causes.

Reintegration

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

Division of responsibilities

The arrangements to be made in the local negotiations should include a clear division of responsibilities. Clear-cut agreements should be made about how to monitor the way in which the policy is implemented. The powers, rights and obligations of the various parties (the employer, the local consultation body, the participation council and the staff delegation) should be specified clearly.

Budget

The budget will also include the resources allocated to the university's health budget in connection with the sectoral arrangements for healthcare insurance.

Appendix XIII Implementation of the Personal Reintegration Process

The aim of the deployment of the Personal Reintegration Process is to prevent inactivity and the ensuing appeal to social benefits on the grounds of the Supplementary Unemployment Benefits Scheme for the Higher Professional Education Sector (*Bovenwettelijke Werkloosheidsregeling Hoger Beroepsonderwijs*, BWRHBO). A personal process will be arranged in consultation with the employer and employee for any employee threatened with redundancy, the expenses of which will be charged to the employer. This reintegration process should help to maximise the employee's chances of remaining employed, where possible internally but if necessary externally.

The moment that the loss of an employee's job becomes known, he will have the right, under certain circumstances, to a reintegration process that has been personalised. This right does not exist for redundancies owing to a reorganisation in accordance with Chapter R of the collective employment agreement for the higher professional education sector. Chapter R, Article R-4 states that a social plan will be drawn up in the event of a reorganisation; that social plan will include a package of arrangements that also concern the prevention of an appeal to social benefits.

The right to these processes applies to employees with an employment contract with the university for a period of over two years of whom it has been established that he or she has the right to unemployment benefits and a supplementary addition after termination of the contract. This means that he must comply with the week and year requirements set by the Dutch Unemployment Insurance Act (*Werkloosheidswet*).

The following maximums apply to a personal reintegration process agreed upon between the employer and the employee:

- employees under the age of 40: 8,000 euros
- employees aged between 40 and 49: 10,000 euros
- employees aged 50 and above: 12,000 euros.

The employer and the employee will discuss the organisation of the personal reintegration process. The amounts specified above are upper limits for the funding of reintegration activities.

The employee remains obliged to perform to the best of his ability in accordance with the law to find paid employment as soon as possible and must carry out activities that may be refunded within the limits of those amounts. The amounts are maximums. No claims may be made once the aims of the reintegration process have been achieved. The employee will retain his right to funding for reintegration-oriented activities as long as the expenditure within the terms of the reintegration process has not reached the stated maximum and the aims of the process have not been achieved.

The funds may be used:

- as a contribution for setting up a company
- as support during outplacement
- to pay for career advice
- for courses or training to increase the employee's chances on the job market.

The options for using the funds as listed above are suggestions and certainly not restrictive. Other expenditure under the personal reintegration process should be similar to these possibilities. The employee may propose other initiatives for spending the funds as long as they correspond to the reintegration process. The employer may offer advice the employee on the available instruments for reintegration.

“The available resources for a personal reintegration process include the funds that have been provided by the reintegration contract that SMF has entered into with Loyalis. That contract ensues from the excess in accordance with the Dutch Unemployment Insurance Act (*Werkloosheidswet*). Any employee threatened with redundancy may, pursuant to that contract, make use of the instruments for reintegration offered by Loyalis.

Accordingly, the maximums as they apply to a personal reintegration process as is to be arranged between employer and employee will be integrated with the means that the SMF has provided. The sum that has been earmarked for reintegration may, in that situation, be used most advantageously to help any employee who has been made redundant or is threatened with redundancy to find a new job.”

Annex XIV Supplementary collective employment agreement arrangements concerning job classification and assessment and compensation

A. The Job Classification Protocol II, signed by the Parties on 21 December 2001, states that the universities must complete the total process of job classification including the application of the new job clusters and salary brackets within a maximum period of 4 years. These 4 years commence on the date that the Job Classification Protocol is signed by the Parties. This arrangement means that the process for job classification within the university must be completed by 21 December 2005. The Job Classification Protocol II is an integral part of the collective employment agreement for the higher professional education sector (Appendix IX to the 2005 collective employment agreement for the higher professional education sector).

On 26 October 2005, the Parties agreed on supplementary arrangements concerning the universities that will have not completed the introduction of the job classification process by 21 December 2005 as part of the transition.

Those supplementary arrangements were also necessary following to a ruling handed down by the Arbitration Committee for Employee Participation (Commissie Geschillen Medezeggenschap) on 29 September 2005 (no. 102930). That Committee ruled on an issue concerning the right of consent that the Arbitration Committee for Employee Participation under section 10.24(1) of the Dutch Higher Education and Research Act (Wet op het Hoger onderwijs en Wetenschappelijk onderzoek) has in decisions concerning the approach plan and the job structure.

The agreements below are a supplement to the 2005 collective employment agreement for the higher professional education sector, under Chapter H (salaries and allowances) and Annex IX to the Job Classification Protocol II.

Supplementary transitional agreements:

1. Any employee who, as a consequence of the introduction of the new job rating system, has been ranked higher in the job bracket is entitled to that position within the bracket in retroactive effect to 21 December 2005.
2. Universities that have not completed the process of job classification by 21 December 2005 will set a new date after consultation with the local employee organisations. The process, including the application of the new job clusters and salary brackets, is to be completed by that date. The new date should be set before 31 March 2006 at the latest.
3. Pursuant to section 10.24(1) of the Dutch Higher Education and Research Act and ruling no. 102930 of the Arbitration Committee for Employee Participation, any universities whose approach plan, including the job structure, has not yet been implemented, must submit the steps from the approach plan yet to be implemented for approval to the local unions and the Central Participation Council. The request for approval will be discussed during tripartite negotiations between the institute's board, the staff delegation from the local negotiations and the Central Participation Council. The Parties to the national collective employment agreement assume that both the local unions and the Central Participation Council will cooperate expeditiously when responding to a request for approval. Every effort should be made to prevent the introduction of the job rating process from experiencing further delays. The parties involved bear great responsibility for this.
4. The Parties to the collective employment agreement will be notified immediately as soon as a new completion date has been set for the university during the tripartite negotiations.
5. If the discussion concerning the approach plan, including the job structure, does not go according to the wishes of the employer or of the local unions, one of the parties must report this to the national collective employment agreement consultation. The national collective employment agreement consultation must then take the initiative to advise the parties in question on how to continue and complete the job rating process.

B. The introduction of job classification has provided an important link to the agreements that have been made concerning the new system of compensation. However, the conditions for the introduction of the new structure are a completed job classification process and an operational assessment system. It has been agreed that the new compensation system will be introduced on 1 January 2006. This agreement was made on 20 November 2003 and laid down in the collective employment agreement for the higher professional

education sector. For purposes of introducing the new compensation system, the institute must have an operational assessment system in place that complies with the criteria in Article N-2 of the collective employment agreement. The Parties have made the following temporary supplementary agreements for the universities that cannot introduce an operational assessment system before 1 January 2006.

1. Any university that does not yet have an operational assessment system in place as meant in Article H-3(1) is bound to the provision set out in Article H-3(2), first indent: “a pay rise within the salary bracket by the standard percentage applicable in the appropriate job bracket”.

2. Any employee who, in his own opinion, does his job excellently may submit a substantiated request to be considered eligible for twice the standard percentage. Such requests must be submitted to his supervisor. If the request is rejected, the supervisor must state the reasons for this rejection within ten working days.

Agreed upon on 26 October 2005