

Consultation on the Collective Labour Agreement for Dutch Universities (CAO NU)

FNV

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Negotiation settlement Collective Labour Agreement for Dutch Universities 1 January 2021 - 31 March 2022 inclusive

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On 25 June 2021, the VSNU, the Association of Universities in the Netherlands, acting on behalf of the universities, on the one hand, and the employee organisations FNV, AC/FBZ, CNV Overheid and AOB on the other, hereinafter referred to as the parties, made the following general agreements on the development of the employment terms and conditions for the Dutch Universities.

The parties will determine, by 1 August 2021 at the latest, whether this negotiation settlement will be converted into a definitive agreement.

1. Term and remuneration

The collective labour agreement (CAO) is effective from 1 January 2021 - 31 March 2022 inclusive. On 1 July 2021, the salaries of university employees who are employed by a Dutch university will receive a general increase of 1.64%. This salary increase will be paid no later than September 2021. As of 1 January 2022, salaries will be increased by 0.36% to 2.0%. The parties to the collective labour agreement will also structurally spend 0.2% of the pay bargaining range to cover the costs of hybrid working, i.e. the internet allowance and homeworking allowance.

In addition to the foregoing, university employees¹ who are employed by a Dutch University on 1 July 2021 will receive a one-off gross lump sum payment of €650 (based on full-time employment) by September 2021.

The minimum hourly wage for employees in the university sector will increase to €14 with effect from 1 July 2021. The customary categories (the Participation Act (*Participatiewet*) and students, etc.) will be excluded.

2. Job security and versatility

Due in part to the COVID-19 measures currently in place, the parties to the collective labour agreement see the current situation as one in which the actual and perceived workload has increased significantly for large groups of employees in general and academics in particular. The parties recognise that a normalisation of the work-life balance of the academic group in particular is necessary to safeguard the quality and continuity of academic institutions for the future.

Therefore, the object of this negotiation settlement is to respond to the steady increase in workload and the perceived deterioration in the work-life balance. Job security is one of the factors that will play a role in the achievement of this object.

There is a need to eliminate uncertainties and perceived workload by structurally working towards the creation of permanent positions where possible and converting existing temporary contracts into permanent positions. The basic premise is that universities will offer a permanent position to any academic who combines education and research (as an Assistant Professor (UD), Associate Professor (UHD) or Professor) after successfully completing a trial period to assess their suitability. Where necessary, a flexible team of lecturers and researchers will be in place too; the size of this team will change depending on demand and funding. From now on, the basic premise will also be to offer permanent contracts to support and management employees in normal positions (not project-based positions), again after successfully completing a trial period to assess their suitability.

¹ With the exception of claimants, on-call workers, trainees, and employees on minimum wage or minimum youth wage (including employees with an occupational disability who are employed under the provisions of the Participation Act (¹)). Employees in young workers' pay scales will be paid the one-off lump sum payment in proportion to their scale amount. If employees are receiving a Wajong benefit, the employer will be able to decide not to make the one-off lump sum payment if this is in the best interest of the employee in question.

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The above will require a major effort from universities. In the step towards creating more permanent positions and as such achieving improved, more attractive employment practices, all managers will be asked to take more risks – for example, with regard to reduced funding. That is why the parties to the collective labour agreement have likewise agreed to increase the agility of universities. Manoeuvrability includes organisational changes and reorganisations and the adequate handling thereof. In this context, the parties have agreed to make a clear distinction between organisational changes and reorganisations that should facilitate diligent and effective action being taken in both situations for employers, participation in decision-making, trade unions and, naturally, the relevant employees. In this context, the 10-month dismissal protection period, as currently set out in Article 9.10 of the collective labour agreement, will be reduced in two steps.

Therefore, the parties to the collective agreement have made the following interrelated agreements:

1. The basic premise is that assistant professors, associate professors and professors² will be given permanent employment contracts. These will usually be preceded by a 12-month temporary contract, unless someone is a new employee. In the latter situation, a maximum period of 18 months will apply. This agreement will come into force on 1 January 2022;
2. This agreement will also apply for assistant professors, associate professors and professors³ who have had a temporary contract for more than a year at the time of the conclusion of the collective labour agreement. As of 1 January 2022, their employment contract will be converted into a permanent employment contract, unless the person is not suitable for the position, for example, as demonstrated by an annual appraisal report or performance review. The current tenure-track as referred to in Article 6.6 of the collective labour agreement (the formally defined pathway toward permanent employment in a higher academic position for academic staff) will be maintained;
3. With effect from 1 January 2022, support and management employees⁴ will be given permanent contracts after having temporary contracts for no more than 12 months if they prove suitable for the positions in question. The current periods of time specified in the collective labour agreement will continue to apply for support and management employees involved in specific temporary projects;
4. The following bottleneck regulations will apply in respect of the agreements set out in Points 2 and 3 above:
 - where a temporary employment contract had already been entered into prior to 25 June 2021 (agreements laid down in the negotiation settlement) and is set to end by 1 August 2022 (one year after the new collective labour agreement has taken effect);
 - and where it was not the intention for this position to become a permanent position or permanent component of the organisation (not relating to structural activities);
 - this employment contract is set to end on the original end date (no later than 1 August 2022);
 - where the employer will review whether reassignment to another position before that end date may be an option.
5. Academic staff with a VIDJ grant will likewise be given permanent contracts. However, the UTQ must be attained within the time frames stipulated for this purpose after the contracts in question have been converted into permanent employment contracts. Current temporary academic staff with a VIDJ grant will likewise see their contract converted to a permanent employment contract as of 1 January 2022;
6. The parties have also agreed to reduce the dismissal protection period for reorganisations in two steps. Article 9.10 of the collective labour agreement will be amended accordingly. The previous periods will continue to apply for proposed reorganisations that were announced before 1 August 2021.
7. As of 1 July 2023, the dismissal protection period will be reduced to 7 months by way of a first step, with a subsequent notice period of 3 or 4 months in accordance with the Dutch Civil Code (BW), followed by the second step with effect from 1 January 2025: 3+3/3+4. This will ultimately reduce the

² This will not apply for anyone who is a professor by special appointment. Professors with an employment contract of to 0.2 FTE and with a principal appointment elsewhere may also receive a fixed-term employment contract based on Article 2.2a of the collective labour agreement.

³ This will not apply for anyone who is a professor by special appointment. Professors with an employment contract of to 0.2 FTE and with a principal appointment elsewhere may equally retain a fixed-term employment contract based on Article 2.2a of the collective labour agreement.

⁴ This will not apply for student assistants.

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overall notice period in relation to reorganisations tot 3+3=6 months or 3+4=7 months. By way of derogation, a total notice period of 12 months shall apply for staff who have been employed for more than 15 years and are 5 years or less away from AOW entitlement age;

8. Steps 1 to 7 in Appendix K of the collective labour agreement (Mobility allowance) will remain in force unchanged beyond 1 January 2024. In addition, employees who are faced with dismissal due to reorganisation will be entitled to a market-compliant professional support budget. This support may also be carried out by an internal mobility centre;
9. If an employee is faced with dismissal during a reorganisation due to the termination of their position and they are declared redundant, they will be released from all of their duties with immediate effect. At that point, the employer and employee will begin reassignment efforts aimed at a work-to-work pathway within the dismissal protection period. If this should fail, efforts will be continued in the post-employment reintegration phase;
10. The definition of the term 'reorganisation' in the collective labour agreement will be amended such that it no longer includes 'organisational changes' in which forced redundancies are ruled out. This is without prejudice to the continued effect of Chapter 9 of the collective labour agreement. This amendment to the definition must also be implemented in local university reorganisation rules;
11. The exception set out in Article 2.3(1)(d) of the collective labour agreement (the temporary contracts issued to temporary lecturers may be extended to four years in certain cases) will lapse in accordance with previous collective labour agreement discussions.
12. When recruiting assistant professors, in the framework of good career policy, priority will be given to existing lecturers and researchers who have obtained their doctorates. They will have preferential status as internal candidates because of their equivalent suitability;
13. The parties to the collective labour agreement agree that the employment contracts given to lecturers will include a realistic amount of teaching-related research or development time; this will be established in liaison with their supervisors.

3. Working conditions (hybrid working)

The second major theme in the collective labour agreement is hybrid working after the COVID-19 crisis. The parties to the collective labour agreement want universities, as modern employers, to enable employees to work from home part of the time in the future too. Naturally, this will require a different approach per team and coordination between managers and their teams. Agreements about working from home will be made in consultation with the individual employees, the teams and the managers. The emphasis will be on the interests of the team. Contact between the individual members of the academic community will continue to be important.

Agreements about the specifics of hybrid working will be made at a local level, based in part on the following SoFoKleS report: '*Hybride werken in het WO*' (Hybrid working in higher education). This report will be made available to the universities once complete.

The parties to the collective labour agreement have established the following frameworks for hybrid working:

- Hybrid working is a possibility for employees, not a right.
- Employees will work at the location where they are most effective (and happy), with the consent of their managers.
- Individual working agreements and other agreements will be made between employees and their managers, applying the frameworks for hybrid working that have been formulated by the parties to the collective labour agreement and the SoFoKleS report entitled '*Hybride werken in het WO*'.
- Managers will also endeavour to facilitate hybrid working, via hybrid meeting facilities, for example.
- If an employee is working from home, the employer will be responsible (and have a power of inspection) for the home office, based on health and safety regulations.
- An institution can opt to provide everything needed for a home office or to provide an allowance for this purpose: on a reimbursement basis, for example.
- An allowance will only be possible if the employer is able to assess whether a home office is in compliance with health and safety regulations.

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- A local, adapted agreement will be made with employees who do not live in the Netherlands, taking their tax and social security situation into consideration.

The parties to the collective labour agreement have also made agreements about a payment for working from home with effect from 1 September 2021. To limit the administrative burden as much as possible, institutions can decide that employees will work at the university three days a week and from home two days a week as standard.

In this situation, the payment will consist of the following three components:

- €4 per week for two home-working days;

- an internet allowance of €25 per month;

- a travel expenses reimbursement in accordance with university regulations for the other three days.

Institutions may also opt for a payment based on the actual number of home-working days:

- €2 per home-working day (fixed or on a reimbursement basis);

- an internet allowance of €25 per month;

- a travel expenses reimbursement in accordance with university regulations, on a reimbursement basis.

On-call workers, student assistants, freelancers, scholarship PhD students without employment contracts and students do not fall under these regulations. This new payment system will be evaluated in mid-2022.

4. Workload

Freely disposable working hours and monitoring private time

The parties to the collective labour agreement will add the following text about the facilitation of freely disposable working hours and the monitoring of private time to the preamble to the collective labour agreement:

'The workload at universities has been very high for a long time now. The parties to the collective labour agreement will continue to devote unflagging attention to the reduction of this workload. One way to achieve this is to ensure that employees have a sufficient number of freely disposable working hours. Amongst other things, this could involve the scheduling of as few appointments as possible, keeping email communication to a minimum and ensuring that employees have time to reflect, work without being distracted by the issues of the day and read documents at their own pace. Employees are entitled to breaks too. Besides reducing employee workload, it is vital that employee private time really is private time.

Therefore, the parties to the collective labour agreement have agreed that each university will ensure that employees have the freely disposable working hours they need. Various approaches are possible, including the introduction of weeks in which meetings and/or email communication are/is kept to a minimum, not scheduling any appointments at a certain time each day or facilitating variety in the work done by employees. The specifics of the above will be determined at institution level, in consultation with the Local Consultation. The parties to the collective labour agreement have also agreed that universities will monitor the private time of their employees.

Universities will report on their chosen approach to the consultation between the VSNU and employee organisations. Universities will do this in outline, to limit the administrative burden while still ensuring that it is clear to employees which measures their universities are taking. Universities will share best practices they use to combat workload – as part of consultations between the workload dossier holders from the VSNU and SoFoKleS, for example. Please see the VSNU website for a list of *best practices*."

Realistic set of duties

It will only be possible to reduce the workload at universities if employees are given a realistic set of duties. In other words, it must be realistically possible for employees to complete their duties in the agreed

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number of working hours. Transparent agreements need to be made about the ratio between education, research, knowledge transfer and other duties and about the workload standards applicable within each – for example, standards in respect of teaching duties, in which consideration is given to the teaching itself and also to lecture preparation and course development. For instance, universities could establish bandwidths for the ratio of education to research. It will also be important to allocate duties properly within a team. The set of duties must be determined at a local level as much as possible. Relevant agreements will be made with the Local Consultative Body within the duration of this collective labour agreement.

5. Other agreements

The parties to the collective labour agreement have also made the following agreements:

- a. The Vitality Pact will become a permanent part of the collective labour agreement whereby, as of 1 August 2021, entitlement to leave as referred to in Article 6.13 (3c) and (4c) will be adjusted to 5 times to number of working hours per week. The other articles of the Vitality Pact including Appendix F shall be amended accordingly. The amendment will also apply to current participants as of 1 August 2021;
- b. Based on the sector analysis currently being conducted by SoFoKleS, the parties to the collective labour agreement will discuss possible additions or changes to the Vitality Pact later this year; the updated legislation about pension savings schemes and the early retirement scheme (*Regeling voor Vervroegde Uittreding (RVU)*) could be the subject of discussion then too.
- c. A transitional arrangement in respect of unforeseen pension shortfalls that is identical to Article 17 of the Unemployment Regulation of the Dutch Universities Exceeding the Statutory Minimum (*Bovenwettelijke werkloosheidsregeling Nederlandse Universiteiten, BWNU*) will be added to the Sickness and Disability Scheme of the Dutch Universities (*Ziekte- en Arbeidsongeschiktheidsregeling Nederlandse Universiteiten (ZANU)*).
- d. In adopting the amended CAO text, the Editorial Board of the CAO-NU has implemented a number of editorial/technical changes in the CAO-NU, the Netherlands Universities Enhanced Unemployment Scheme (BWNU) and the Sickness and Disability Scheme of the Dutch Universities (ZANU) that are not related to the content of the text. The Editorial Board has already agreed on a number of additional technical adjustments. A relevant overview has been attached to the Dutch version of this negotiation settlement of the collective labour agreement.
- e. The parties to the collective labour agreement believe that the flexible team of academic employees, particularly among lecturers and researchers at the university, must not be any bigger than necessary and explainable. Therefore, the parties to the collective labour agreement have agreed that this will be a subject of discussion in the Local Consultation of the individual universities, taking local circumstances into consideration.

6. Study arrangement

In the second half of 2021, the parties to the collective labour agreement will conduct a study into the scope of the collective labour agreement (and the ZANU) for international university employees who do not work in the Netherlands and are subject to foreign labour and/or social security law as a result. The parties to the collective labour agreement are aiming to be in a position to amend the collective labour agreement on the basis of this study by 1 April 2022 at the latest.

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Agreed on 25 June 2021,

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