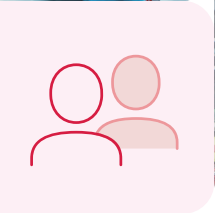
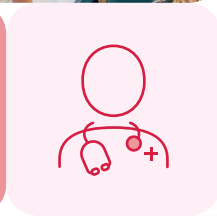


# Cao University Medical Centres 2022-2023





# CAO University Medical Centres 2022-2023

**1 January 2022 through 31 December 2023**

**Revised version taking effect on 1 January 2023**

**Adopted in the LOAZ on 3 February 2023**

This text has been translated with great care. In the event of any doubts or lack of clarity regarding the meaning of any terms, errors or omissions, the Dutch text is decisive at all times. The text of the original Dutch CAO prevails in all cases.

No rights can be derived from the contents of this translation.



## Foreword from the CAO parties

This is the twelfth edition of the collective agreement for university medical centres (CAO UMC), revised to align with the CAO agreement for the CAO UMC 2022-2023 dated 12 November 2021. This revised version of the twelfth edition contains a number of changes based on the salary increase 2023 addendum dated 11 January 2023.

This collective labour agreement sets out the legal position of all employees of the eight UMCs. The CAO UMC has been registered with the Ministry of Social Affairs and Employment and is a CAO within the meaning of the Collective Agreements Act.

The content of this twelfth edition specifies the labour conditions as applicable from 1 January 2022, unless specified otherwise. This CAO is also included in the CAO UMC app.

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

In the CAO UMC the aim is to avoid double legislation as far as possible. Primary and general legislation (laws and directives) that apply to the UMCs are not included in the CAO. In other words, subjects that are not covered by the CAO may still be governed by another regulation. There is also local legislation in addition to the rules incorporated in this CAO. The CAO UMC leaves room for local interpretation and implementation on some topics. There may also be local regulations arising from historical (transitional) situations, mergers, reorganisations, etc.

# Contents

Foreword from the CAO parties	3
Contents	4
Parties to the CAO UMC	8
List of abbreviations	9

## CAO UMC

1	General provisions	10
2	Recruitment, selection and (commencement of) employment contract	16
3	Development, career, quality and welfare	22
4	Remuneration	30
5	Allowances and expenses	42
6	Annual working hours and weekly working hours	47
7	Holidays, leave and special leave	51
8	Illness and incapacity for work	56
9	Other rights and duties	64
10	Suspension and disciplinary sanctions	68
11	Termination of employment	70
12	Special provisions for functions in the middle groups in patient care	72
13	Special provisions for medical school graduates (basisarts) and medical interns (arts-assistenten)	75
14	Special provisions for medical specialists	78
14A	Special provisions for hospital pharmacists, clinical chemists and clinical physicists	79
15	Special provisions for academic medical specialists	83
16	Special provisions for students	92
17	Special provisions for other staff in training	94
18	Provisions concerning the terms of employment selection model	96

**FOLLOW-UP CONTENTS ►**

## Appendices to CAO UMC

A	Salary scales	100
Aa	Salary scales for middle groups in patient care	105
B	Salary scales for medical interns (scale 11a)	109
C	Salary scales of academic medical specialists	110
D	Salary scales for students and researchers in training	111
Da	Salary scale for Jobs and Jobs Quota (Work Disabled Persons) Act	112
E	Minimum holiday allowance	113
F	Amounts of deputising allowance	114
G	Allowances for trainees and interns	115
H	Training regulation for AIOs	117
I	Professional charter	120
J	Social Policy for university medical centres	126
K	Registers/quality registers and professional associations in healthcare	129
L	Buying additional vacation hours and informal care leave hours scheme	133
M	Agreements between CAO parties and LOAZ agreements list	137
N	Elaboration of functions in the middle groups in patient care	140
O	Relevant provisions from the Netherlands Civil Code and the Work and Care Act	142
P	Extra-Statutory Unemployment Benefits Scheme for University Medical Centres	165
Q	Generational regulations	176

<b>Subject index</b>	<b>178</b>
----------------------	------------

Credits	180
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## Parties to the CAO UMC

The CAO UMC has been contracted by the employers' organisation NFU and the following unions:

- CNV Connectief
- FBZ
- FNV Zorg en Welzijn
- LAD
- NU'91.

## List of abbreviations

AAOP	ABP ArbeidsongeschiktheidsPensioen; Occupational Disability Pension as referred to in the Public Servants' Superannuation (Privatisation ) Act
ABP	ABP pension fund
Awb	General Administrative Law Act
BW	Civil Code
BWAZ	Unemployment (Personnel of University Hospitals) Decree (BWAZ)
BWUMC	Extra-Statutory Unemployment Benefits Scheme for University Medical Centres
CAO	Collective Agreement for University Medical Centres
CCMS	Central Board for Medical Specialties
FBZ	Federatie van Beroepsorganisaties in de zorg en daaraan gerelateerd onderwijs en onderzoek [Federation of Professional Organisations in Healthcare]
FUWVAZ	Job grading system of the Association of University Hospitals
LAD	Landelijke vereniging van Artsen in Dienstverband [National Association of salaried Doctors]
LOAZ	National Consultative Committee of University Hospitals and the Unions
NFU	Netherlands Federation of University Medical Centres
NU'91	Nieuwe Unie '91 [union]
RBWAZ	Extra-statutory Unemployment Benefits Scheme for University Hospitals
RGS	Medical Specialists Registration Committee
RTS	Dental Specialists Registration Committee
UMC	University medical centre
WAO	Disablement Benefits Act
WAZO	Work and Care Act
WHW	Higher Education and Research Act
WIA	Work and Income according to Labour Capacity Act
Wnra	Wet normalisering rechtspositie ambtenaren; Normalising the legal status of officials Act
WPA	Public Servants' Superannuation (Privatisation ) Act
Wvz	Work and Security Act
ZW	Sickness Benefits Act

Article 1.1 **Definitions**

In this CAO the following definitions are employed:

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

**board of governors:** the board of governors of the university to which the UMC is attached;

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

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

**department:** a unit of the UMC designated as such;

**employee:** a person who has an employment contract concluded with the employer as intended in Article 7:610 of the Netherlands Civil Code, or a person who has an employment contract with the employer as intended in Article 7:610 of the Netherlands Civil Code because of the Normalising the legal status of officials Act and related legislation from 1 January 2020;

**employer:** the employer specified in Article 1.10;

**employment contract:** the employment contract concluded between employer and employee as intended in article 7:610 of the Netherlands Civil Code. Employment contract also covers the public-law position at a public UMC for the period until 1 January 2020, and a public-law position at a public UMC converted into a private-law employment contract by the Wnra for the period from 1 January 2020;

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

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

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

**holiday worker:** a person who works exclusively during school holidays and for a period of not more than six consecutive weeks at a UMC;

**maximum salary:** the highest amount on a salary scale;

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

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

**partner:** for the purposes of this CAO spouse also includes the registered partner as well as the life partner with whom the unmarried employee is cohabiting and carrying on a joint household – with the intention of living together permanently – on the basis of a

cohabitation agreement executed by a civil-law notary laying down the mutual rights and obligations with respect to the cohabitation and joint household. Only one person at a time can be regarded as a life partner. The employer may require a written declaration from a civil-law notary attesting to the fact that a cohabitation agreement has been concluded. Widow or widower also includes the surviving life partner or registered partner. Where appropriate, family member also includes the registered partner or life partner.

**remuneration:** the sum of the salary and the allowances to which the employee is entitled pursuant to Article 4.1, 4.3 par. 5, Articles 4.7.1 to Article 4.7.5 inclusive, Article 4.7.7, Article 4.8, Article 4.9, Articles 14A.3.1 to 14A.3.4 inclusive, Articles 15.4.1 to 15.4.3 inclusive and Article 15.4.5;

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

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

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

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

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

**section or department:** a unit of the UMC designated as such;

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

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

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

**union:** one of the unions that entered into the CAO UMC.

**wages:** the sum total of the salary and the bonuses/allowances to which the employee is entitled in conformance with articles 4.1, 4.3 par. 5, 4.7.1 through 4.7.5, 4.7.7, 4.8 and 4.9, 14A.3.1 through 14A.3.4, 15.4.1 through 15.4.3 and 15.4.5;

#### Article 1.2 **Part-time working hours**

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

#### Article 1.3 **LOAZ**

- 1 There is a national consultation organ for academic hospitals, abbreviated LOAZ. Negotiations in the LOAZ shall be conducted on behalf of the NFU by a delegation appointed

from among its members and on behalf of the unions by a delegation from each union.

- 2 The agreements made in the LOAZ apply in full to all UMCs. Agreements made in the LOAZ and included on [the LOAZ agreements list](#) form part of this CAO. A number of agreements have been included in appendix M.
- 3 The LOAZ shall be chaired by the chairperson of the NFU delegation.
- 4 The NFU shall provide the secretariat for the LOAZ.

#### **Article 1.3.1 LOAZ consultations**

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

#### **Article 1.3.2 Requirement of consensus**

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

#### **Article 1.3.3 LOAZ disputes committee**

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

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

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

#### **Article 1.4 Local consultation**

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

#### Article 1.5 **Local trade union activities**

- 1 The employer shall in a general sense provide as much cooperation as possible with the trade unions and associations affiliated to them in the performance of their activities in the UMC.
- 2 The cooperation referred to in the first paragraph shall as far as possible include providing rooms free of charge to hold meetings and allowing members to attend these meetings, having regard to the continuity of business operations. The employer shall also allow the use of copying facilities and other information and communication facilities.
- 3 Officials may be released for local activities at the expense of the trade union concerned.

#### Article 1.6 **Reorganisation code**

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

#### Article 1.7 **Social policy framework**

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

#### Article 1.8 **Social plan**

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

- a in the event of outsourcing of activities, mergers and privatisations and if part of the UMC is relocated;
- b in the event of internal organisational changes which, without further measures, would

- lead to compulsory redundancy for more than ten employees;
- c if the employer wishes to adopt a social plan for a specific change in the organisation.

**Article 1.9 Non-cumulation of transition allowance and transition costs**

- 1 In this article the following definitions apply:
  - a transition allowance: the transition allowance as referred to in Article 673, of Book 7 of the Netherlands Civil Code;
  - b transition costs: costs of measures aimed at helping the employee to move from work to work as referred to in Article 673, paragraph 6, under a, of Book 7 of the Netherlands Civil Code, insofar as those measures are contained in collective agreements between the employer and the unions.
- 2 Agreements shall be made in the local consultations concerning the deduction of the transition costs from the transition allowance in order to prevent cumulation of the transition allowance and the transition costs.

**Article 1.10 Scope of application of the CAO UMC**

- 1 This CAO UMC applies to the employment contracts between the following employers and their employees:
  - a The public-law legal entity Academic Medical Centre in Amsterdam, acting under the name AMC.
  - b The VUmc foundation in Amsterdam, acting under the name VUmc.
  - c The public-law legal entity Academic Hospital Rotterdam in Rotterdam, acting under the name Erasmus University Medical Centre Rotterdam (Erasmus MC).
  - d The public-law legal entity Academic Hospital Leiden in Leiden, acting under the name Leiden University Medical Centre (LUMC);
  - e The public-law legal entity Academic Hospital Maastricht in Maastricht, also acting under the name Maastricht UMC+;
  - f The public-law legal entity Academic Hospital Groningen in Groningen, acting under the name University Medical Center Groningen (UMCG).
  - g The Radboud University Medical Centre in Nijmegen, also acting under the name Radboudumc.
  - h The public-law legal entity University Medical Centre Utrecht in Utrecht, acting under the name UMC Utrecht.
- 2 The CAO UMC does not apply to holiday workers, unless a specific provision states that it is applicable (also) to holiday workers.
- 3 The CAO UMC does not apply to the members of the governing board of employers mentioned in the first paragraph under b and g and the supervisory board.
- 4 If an employer declares an exceptional provision to be applicable, the CAO UMC does not apply to:
  - 1 Employees who perform work for short periods on an on-call basis, regularly or otherwise.
  - 2 Employees who work only during the weekends.
  - 3 Employees who teach a few lessons at an hourly rate.



- 5 Students on internships and trainees do not have an employment contract. The provisions for students on internships and trainees are given in appendix G of this CAO. The UMC applies these provisions to its own students or internships and trainees.

**Article 1.11 Term of the collective labour agreement**

The parties have concluded this CAO for the period from 1 January 2022 through 31 December 2023.

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

**Article 1.12 Internal appeal procedure for UMCs**

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

**Article 1.13 Official title**

This CAO will be referred to as CAO University Medical Centres (CAO UMC).

## CHAPTER 2

# Recruitment, selection and (commencement) of employment contract

### Article 2.1 **Recruitment and selection**

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

### Article 2.2 **Medical examination**

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

### Article 2.3 **Employment contract for an indefinite period or specified period**

- 1 The employer and employee shall enter into an employment contract for:
  - a an indefinite period, or
  - b a specified period.
- 2 For permanent jobs and permanent work (thus, a structural position), it is obligatory to conclude an employment contract for an indefinite period.
- 3 The obligation to conclude an employment contract for an indefinite period for a structural position does not apply if the employer has not yet been able to ascertain the suitability and competence of the employee for the position. In that case, the employer and employee can conclude one employment contract for a specified period with a maximum duration of 12 months. If the employee works satisfactorily, the employment contract for a specified period will be succeeded by an employment contract for an indefinite period.
- 4 The employer and employee can agree on a probation period as referred to in Article 7:652 of the Netherlands Civil Code.

### Article 2.4 **Employment for a specified period**

- 1 A fixed-term employment contract shall be concluded for a specific period, for the duration of a specific job, or for the duration of a training course.
- 2 The announcement ruling for extending the employment contract for a specified period or not accords with the legal announcement ruling of article 7:668 of the Netherlands Civil Code ([see Appendix O](#)).

Article 2.4.1 *./.*

### Article 2.4.2 **Specified period**

- 1 The employer may enter into a fixed-term employment contract with the employee for a specified period.

- 2 The initial fixed-term employment contract may be concluded for a period of not more than two years.
- 3 In derogation from the specification in the second paragraph, the first employment contract in the framework of a tenure track can be entered into for a maximum period of 60 months.
- 4 For the maximum term of a series of fixed-term contracts, reference is made to Article 2.4.5.

#### Article 2.4.2.1 **Min-max appointment**

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

#### Article 2.4.2.2 **Zero-hours employment contract**

- 1 A zero-hours contract, being a contract for on-call work for a specified period where the minimum number of hours is zero, may only be entered into for:
  - a carrying out unforeseen and unplanned activities, or
  - b carrying out work arising from the unforeseen and unplanned absence of personnel which cannot be performed by employees with an employment contract for an indefinite period or for a specified period with an agreed number of hours per year, or which can only be performed with disproportionate disruption of the planned rosters, or
  - c the functions of student intern, guest lecturer and simulation patients. In this chapter of the cao, a student intern is defined as a student who is employed to provide support in teaching activities and/or to assist in research or care on the basis of a contract of employment.
- 2 Employees shall receive their remuneration each month for the hours they have actually worked.
- 3 Employees with a zero-hours employment contract are obliged to respond to a call to perform work, having regard to the provisions of the fourth and fifth paragraphs.
- 4 The employer shall make agreements with employees with a zero-hours employment contract regarding the extent to which and the days and times at which the employee can be assigned work.
- 5 The employee shall be called up at least 24 hours prior to the time at which he must perform the work.

- 6 During illness or incapacity, an employee's remuneration, as referred to in Article 8.5, shall be the average remuneration that he received in the twelve calendar months preceding the first day of sick leave. If the employee has not yet been employed for 12 months, the calculation shall be based on the period for which he has been employed.
- 7 The employee's holiday entitlement as referred to in Article 7.1.1 shall be determined on the basis of the hours that have actually been worked.
- 8 A zero-hours employment contract that exists on or after 31 December 2015 and does not comply with the criteria in paragraph 1 shall remain valid, with the proviso that, at the employee's request, the employment contract shall be converted into an employment contract for a fixed number of hours per year and an average number of hours per week, subject to the following conditions. The employee may make the request if he has worked for the employer in six calendar months in the period of twelve calendar months preceding the request. The fixed number of hours shall be equal to the number of hours that the employee has worked in that twelve-month period. The employer shall agree to the employee's request for conversion of the zero-hours employment contract into a contract with a fixed number of hours per year, unless a major commercial interest dictates otherwise. The employer may assign the employee to a flexpool for the purposes of the performance of the contract with a fixed number of hours per year.
- 9 The employer shall consult the works council at least once a year regarding the use of the zero-hours employment contracts in light of the fact that in the opinion of the parties to the cao, zero-hours employment contracts must not lead to the displacement of persons in the established permanent jobs.

#### **Article 2.4.3 Specific work**

- 1 The employer may conclude a fixed-term employment contract with an employee for the performance of specific work.
- 2 The maximum term of an initial employment contract for specific work is five years.

#### **Article 2.4.4 Education**

- 1 The employer may conclude an employment contract for a specified period with the employee for the term of a period of education.
- 2 The employer shall notify the employee as soon as possible in writing about whether the employment contract shall end by operation of law or shall be succeeded by an employment contract for a specified or an indefinite period.
- 3 An employment contract for the term of a period of education shall be extended by the term of an employee's period of maternity leave if the employee requests this to the extent that this leave is taken during the education.
- 4 If the employee who is going to follow education in the employer's UMC already has an employment contract for an indefinite period with the employer, in derogation from paragraph 1 no contract for the term of a period of education shall be concluded with the employee, and the employment contract for an indefinite period shall be continued.

#### Article 2.4.5 **Successive employment contracts for a specified period**

- 1 Article 7:668a of the Netherlands Civil Code, the legal chain provision, applies to a series of employment contracts for a specific period. The chain provision determines when in a series of fixed-term employment contracts, the employment contract automatically becomes one for an indefinite period.
- 2 On the grounds of the legal chain provision, an employment contract for an indefinite period arises automatically from 1 January 2020 if:
  - a a series of fixed-term employment contracts lasts longer than 36 months (Article 7:668a, par. 1, part a of the Netherlands Civil Code); or
  - b if a fourth fixed-term employment contract is concluded in a series of fixed-term employment contracts (Article 7:668a, par. 1, part b of the Netherlands Civil Code).A series of fixed-term contracts is interrupted if there is an interval of more than six months between two fixed-term contracts. After such an interruption, the counting of the duration of the series and number of fixed-term contracts will start again.

Furthermore, the legal chain provision contains rules for successive employership (Article 7:668a, par. 2 of the Netherlands Civil Code) and a looser chain provision for the series of fixed-term employment contracts concluded with an employee who has reached the legal retirement age (Article 7:668a, par. 12 of the Netherlands Civil Code).
- 3 The intrinsic nature of the business operations of the UMCs requires a derogation from the legal chain provision for the following jobs or function groups. The reasons for each variance are given in a footnote.
- 4 The 36-month period referred to in Article 7:668a, par. 1, part a of the Netherlands Civil Code will be extended to 48 months if the fixed-term employment contract is concluded for any of the following jobs or function groups:
  - a Researchers, if the job is exclusively or primarily concerned with research that depends on temporary financing for a specific project <sup>1</sup>;
  - b Jobs in which the core task is to manage or assist in the completion of major projects/programmes, such as project leader, project manager, programme director, project adviser, project staff and project secretary <sup>2</sup>;

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1 Scientific research and research projects at the UMCs are often project-driven, with temporary financing, which creates uncertainty about whether the funding can continue after completion of the project or on expiry of the period for which the financing has been (initially) awarded. If the funding is discontinued, there will be no funds to continue employing the personnel involved in the research. The intrinsic nature of the business operations therefore requires a derogation from the statutory rules on series of employment contracts for the jobs referred to in Article 2.4.5, paragraph 4, sub-paragraph a.

2 A project is a combination of activities separate from the normal business operations and designed to enable a project team or unit to produce something new within clearly defined parameters. A project is limited in terms of duration and funding. Given the nature and size of the organisations, the UMCs regularly carry out major projects, that is to say projects for periods of longer than 36 months. Examples include the implementation of a new ICT system or the construction of a new building. On termination of the project, the jobs and the funding for the project come to an end. The intrinsic nature of the business operations (in relation to projects) therefore requires a derogation from the statutory rules on series of employment contracts for the jobs referred to in Article 2.4.5, paragraph 4, sub-paragraph b.

- c Scientific functions that constitute steps in a so-called ‘tenure track’ ultimately aimed at securing appointment to a more senior academic position, provided that the tenure track is documented in writing in the context of the conclusion of the employment contract <sup>3</sup>.
- 5 The maximum of three fixed-term employment contracts as specified in Article 7:668a, par. 1, part b of the Netherlands Civil Code will be increased to six if the fixed-term employment contract is concluded with a holiday worker as employee <sup>4</sup>.
- 6 The maximum of three fixed-term employment contracts as specified in Article 7:668a, par. 1, part b of the Netherlands Civil Code shall be increased to six and the 36-month period referred to in Article 7:668a, par. 1, part a of the Netherlands Civil Code shall be extended to 48 months if the fixed-term employment contract is concluded with a student intern <sup>5</sup>.
- 7 The legal chain provision does not apply to fixed-term employment contracts that have been concluded solely or primarily for the employee’s education with:
  - a a doctor in training as a specialist (AIOs);
  - b a doctor in training as a specialist and clinical researcher (AIO-SKO);
  - c the employee who has completed the training as a specialist and is now receiving further training as a fellow in a medical specialisation (specific aspects of it);
  - d trainee researchers (OIO) or PhD students;
  - e trainee students as referred to in chapter 16 of this cao;
  - f trainee employees as referred to in chapter 17 of this cao;
  - g employees who are following a health care course recognised by the College Zorg Opleidingen (CZO);
  - h employees who are following a course listed in the Central Register of Professional Courses (CREBO) or the Central Register of Courses in Higher Education (CROHO).

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<sup>3</sup> A tenure track is shaped in part by successive fixed-term employment contracts, whereby at the end of each contract there is an assessment of whether the ultimate objective, appointment to a senior academic position, is attainable within the term of the tenure track. If not, there will be no succeeding employment contract since the purpose of the employment contract has lapsed. It is then possible to offer a position on a tenure track to another employee. Tenure tracks usually last longer than 36 months. In that context, the intrinsic nature of the business operations requires a derogation from the statutory rules on series of contracts for academic functions as part of a tenure track.

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

<sup>5</sup> The employment contract of a student intern is concluded for a specified period, for example for the period of an academic year. The interval between academic years is less than six months. A student internship can last longer than 36 months. Termination of the internship is connected with the student’s graduation. In that context, the intrinsic nature of the business operations requires that the student intern should not automatically receive an employment contract for an indefinite period with the fourth contract or after 36 months in the series, since the student intern’s position will then at some point be filled by a non-student or by a student who is not at an appropriate stage of his studies for the work.

Article 2.4.6 ./.

Article 2.4.7 ./.

**Article 2.4.8 Holiday workers**

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

**Article 2.5 Written record of employment**

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

## CHAPTER 3

# Development, career, quality and welfare

### Article 3.1 Training and development

- 1 The employer has a strategic training plan. Based on that plan, the employer prepares an annual training curriculum, after approval by the Works Council.
- 2 It is the joint responsibility of the employee and the employer to ensure that the employee stays up to date through training and development. Every employee is entitled and obliged to follow training activities to promote his expertise and internal flexibility and improve his job market opportunities.
- 3 It is the right and duty of the employee to keep developing and training so that he can adequately carry out his job (job-oriented training). Under job-oriented training falls development, including conference visits. The employee is responsible for ensuring that he remains competent and qualified.
- 4 The employee is entitled to the training and education needed to perform a job other than his own if that job fits in with his career prospects and appropriate agreements have been made (employability-oriented training).
- 5 The employer shall provide the employee with such support with respect to the provisions of the preceding paragraphs as can reasonably be demanded of it.
- 6 The employer and employee are jointly responsible for ensuring that the employee prepares a multi-year personal development plan (POP). In the POP the training requirements are specified in a personal training plan, with written confirmation of the manner in which and time by which the training and education will take shape. The training plan covers both job-oriented training and employability-oriented training. When in the context of this POP agreements are made about training and development, the employer will make time and means available for this. The agreements on training and development may be made during the annual interview or at other times.
- 7 The employer agrees to the implementation of the personal training plan or justifies why the need for training will not be met. In that situation, the manager and employee will discuss a suitable solution.  
If the employee does not agree with the rejection or offered solution, he can submit an internal appeal on the grounds of article 1.12 of this CAO.
- 8 The employer may decide to allow an employee to follow training and education as part of an investigation as referred to in Article 11.8 (termination of contract of employment due to reorganisation).
- 9 Job-oriented training, training commissioned by the employer and training as specified in par. 8 are fully compensated by the employer. The time needed for this training is considered work hours. In the case of e-learning, this time is the average necessary for following the relevant module; this is set in advance.
- 10 Half of the cost of employability-oriented training is paid by the employee, unless agreed otherwise. This applies to both the cost and the time required, which can be actually and reasonably assigned to the training.
- 11 The training cost for the specialist training as general psychologist, clinical psychologist and clinical neuropsychologist is paid entirely by the employer.
- 12 The fourth, eighth and tenth paragraphs do not apply to employees who have reached the state retirement age.



### Article 3.1.1 **Costs**

Costs within the meaning of Articles 3.1 to 3.1.4 include:

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

### Article 3.1.2 **Allowance for training costs**

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

### Article 3.1.3 **Repayment obligation**

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

#### Article 3.1.4 **Hardship clause**

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

#### Article 3.1.5 **Registers/quality registers and professional associations**

- 1 If registration in a register/quality register is required to be able to carry out a profession, the employer will compensate the employee who is carrying out that function at the UMC for the following costs:
  - cost of registration and re-registration in the register/quality register;
  - cost of participating in professional advancement prescribed by the regulations of the register/quality register, including taking continuing education and refresher training;
  - membership fee (contribution) for the professional association maintaining the register/quality register.
- 2 The employer compensates the costs specified in par. 1 for a register/quality register which is not mandatory for carrying out a profession if:
  - the register/quality register is listed in appendix K, or
  - the employer asks the employee to register in the register/quality register.
- 3 Article 3.1 pars. 3 and 9 apply to the professional advancement prescribed by the regulations of the register/quality register. Article 3.1.1 applies to the costs to be reimbursed. The employee discusses with his manager what is involved in the professional advancement prescribed by the register/quality register. Whether and the extent to which the required professional advancement can be provided by the UMCs' own training institutions will be examined critically.
- 4 The employer compensates the employee for membership fees for the professional associations listed in appendix K if the employee carries out the profession for which the professional association exists as part of his function in the UMC.

#### Article 3.2 **Authority**

- 1 The UMCs emphasise the importance of increasing the authority of nurses, carers and professionals concerning specialist and professional development and will facilitate and actively involve nurses and carers.
- 2 The employer facilitates professionals by granting them the necessary time and means to work on improving care processes, cross-departmental consultations, quality of care, reflection, training, development, research, teaching, professional accountability, etc.
- 3 The employer guarantees and organises the availability of financial means, space (both in a physical sense and time), support, training and development of professionals, so they can influence the policy that affects their daily professional work. One of the important topics involved here is reducing the administrative burden.

- Article 3.2.1 ./.
- Article 3.2.2 ./.
- Article 3.2.3 ./.
- Article 3.2.4 ./.

**Article 3.3 Extra personal budget**

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

**Article 3.3.1 Amount**

- 1 The extra personal budget is created by the monthly accrual of an amount based on the employee’s salary in that month.
- 2 The extra personal budget shall be accrued from 1 January 2008 and shall amount to:
  - for employees born in 1955: 3.3% of the salary
  - for employees born in 1956: 3% of the salary
  - for employees born in 1957: 2.9% of the salary
- 3 In derogation from the provisions of paragraph 2, for employees born in 1953 to 1957 inclusive who meet the criteria of Article 6.1.4 paragraph 1 and paragraph 11 of CAO UMC 2007 (reduction of working hours for employees in direct patient care), the accrual of the extra personal budget is different and amounts to
  - for employees born in 1955: 4.4% of the salary
  - for employees born in 1956: 4% of the salary
  - for employees born in 1957: 3.6% of the salary
- 4 In derogation from paragraph 2 and paragraph 3, for employees who meet the criteria of Article 12(a).4.2 paragraph 1 of CAO UMC 2007 (pre-FPU for specific physically demanding jobs) the accrual of the extra personal budget is different and amounts to
  - for employees born in 1955: 4.4% of the salary
  - for employees born in 1956: 4% of the salary
  - for employees born in 1957: 3.6% of the salary
- 5 The accrual of the extra personal budget in accordance with paragraphs 3 and 4 shall end at such time as an employee no longer meets the criteria set out in paragraphs 3 and 4. The employee shall accrue the extra personal budget applicable to the specific category of employees for as long as he remains in the same job. As soon as he moves to another job, the employee will accrue extra personal budget in accordance with paragraph 2. The extra personal budget accrued on the basis of the former job shall be retained.
- 6 ./.
- 7 Salary that is used by the employee as a source for participation in a scheme as referred to in Article 18.3 (money for entitlements in kind or extra pension) shall be regarded as salary for the purpose of calculating the extra personal budget.
- 8 During the second year of illness the amount accrued for the personal budget shall be based on 70% of the salary for the part of the year that the employee is sick. The accrual of the

personal budget shall be 100% of the salary for the part of the year that the employee is not sick.

- 9 During parental leave or care leave the extra personal budget will be accrued on the reduced salary.

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

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

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

### **Article 3.3.3 Termination of employment**

- 1 The employer shall give an employee who leaves employment after 1 January 2009 an opportunity to use his extra personal budget for one of more of the options referred to in Article 3.3.2. paragraph 1 before the end of his employment.
- 2 An employee who enters employment with another UMC after leaving employment may take his personal budget with him, if the period between the employment with the UMC that he is leaving and the next employment with the new UMC is not longer than three months.
- 3 The unused balance of the personal budget shall lapse on the death of the employee.

### **Article 3.3.4 Maximum amount of personal budget**

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

**Article 3.4** ./.

### **Article 3.5 Career advice**

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

The right to career advice does not apply to employees who have reached the state old age pension age.

### **Article 3.6 Career development**

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

### Article 3.6.1 **Annual appraisal**

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

#### Article 3.6.1.1 **Subjects**

- 1 At least the following subjects shall be discussed during the annual appraisal:
  - a the results achieved and the performance of his job by the employee in the preceding year and the expectations for the coming year;
  - b an evaluation of the employee's personal development and training and development needs. The manner in which and time by which the training and development must take shape are recorded in writing in the multi-year personal development plan (POP) as specified in article 3.1, paragraph 6;
  - c job performance, with particular attention to competencies, initiative, communication, drive to achieve results, attitude, training and career prospects. The appraisal shall also cover the employee's proposal for the use of the extra personal budget specified in Article 3.3.2 par. 6. The outcome of the career advice referred to in Article 3.5 may also be discussed;
  - d the number of annual working hours, requests to avail himself of the right to work part-time and the employee's working hours;
  - e the employee's remuneration in relation to his efforts and the results of his work;
  - f the working conditions and the work climate;
  - g the support provided by and the performance of the manager;
  - h outside activities for which permission is required on the basis of Article 9.3 (outside activities).
- 2 The employee and his superior may both raise other items for discussion.

#### Article 3.6.1.2 **Employment status**

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

#### Article 3.6.1.3 **Reporting and planning**

- 1 A written record shall be made of the topics discussed during the annual appraisal interview, any specific agreements that are made and any decisions made by the manager. This record may be in the form of a report or based on a report form. The employee and the manager shall initial the report to signify their approval or, in the absence of agreement, to signify that they have seen it.
- 2 If agreements are made during the annual appraisal interview concerning the employee's

personal development, a plan shall also be drawn up for their implementation. The interests of the institution must also be considered as a relevant factor in the plan. The plan may be revised if a change in the circumstances requires it.

- 3 Any agreement made by the employee and the manager on a specific training activity must be implemented as soon as possible, but in any case within three years.
- 4 If the employee's career prospects are discussed during the annual appraisal interview, the manager shall refer the employee to the support that the employer offers for employees, including the right to a periodic career guidance interview with an internal or external expert as referred to in Article 3.5.

#### **Article 3.6.2 Assessment**

The employer may adopt rules with regard to assessments.

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

- a when an assessment will take place and the period it will cover;
- b the aspects to be assessed and the criteria for the assessment;
- c the assessment procedure;
- d the status and the consequences of an assessment;
- e the procedure for lodging an objection;
- f the relationship with the annual appraisal interviews.

#### **Article 3.7 Different job**

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

#### **Article 3.8 Temporary alternative work**

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

## CHAPTER 4

# Remuneration

### Article 4.1 Payment of salary

- 1 The employer shall pay the employee's salary on a monthly basis.
- 2 The salary is a monthly sum that is included in one of the salary scales listed in appendices A, Aa, B, C, D and Da of this CAO.
- 3 If the salary is lower than the monthly amount of the minimum wage for employees of the same age, contrary to the second paragraph, the employer shall pay the relevant employees the minimum wage, or award them an allowance in the amount of the difference.
- 4 From 1 January 2022 the UMCs will employ a minimum wage of € 14 gross per hour for the salary scales in appendices A, Aa, B and C. This has already been incorporated in the salary scales in the appendices. For appendix D, Clinical period Scales A and B, at least a minimum wage of € 14 gross per hour applies for trainees aged 21 years and older.
- 5 The employer shall pay employees who have been employed for part of a year the salary each month on the basis of the average working hours, these being the number of working hours in that year divided by the number of months that he has been employed in that year.
- 6 On termination of employment, the employer shall settle any excess or shortfall of remuneration paid to the employee.

### Article 4.1.1 Collective salary increases

- 1 The amounts in the salary scales are being permanently increased as follows:

<b>Effective date 1 August 2021</b>		
<i>Salary scale</i>	<i>Increase</i>	<i>Notes</i>
1 - 10 of appendix A and appendix D	2%	At least € 75 gross p.m.
11 - 18 of appendix A, appendices B and C	1%, plus 1% with a maximum of € 46	
bijlage Aa	3,5%	
<b>Effective date 1 January 2022</b>		
<i>Salary scale</i>	<i>Increase</i>	<i>Notes</i>
appendix Aa	3,5%	
<b>Effective date 1 August 2022</b>		
<i>Salary scale</i>	<i>Increase</i>	<i>Notes</i>
1 - 10 of appendix A and appendix D	2%	At least € 61 gross p.m.
11 - 18 of appendix A, appendices B and C	1%, plus 1% with a maximum of € 46	

These collective salary increases have been incorporated in the specified appendices.

The amounts have been rounded up to whole euros.

- 2 The employer pays the salary increases for 2021 in January 2022 with retroactive effect.
- 3 ./.
- 4 The salaries in the salary scales in appendices A, Aa, B, C and D of the UMC Cao are permanently increased by 6% from 1 January 2023 and permanently increased again by 4% from 1 November 2023.



#### **Article 4.2 Job grading**

- 1 The employer shall grade the job assigned to the employee in accordance with the FUWAVAZ job grading system.
- 2 FUWAVAZ does not apply to jobs of employees referred to in chapters 13, 14, 15, 16 and 17 or to other physician posts or to the jobs of students. Specific salary scales apply for physicians, students and researchers in training; otherwise the employer shall determine their salary scale in keeping with the remuneration system at the UMC.
- 3 Jobs shall be graded according to job descriptions. A job description is a description of the content of the job such that the relevant salary scale can be determined using the FUWAVAZ system. The job description specifies to which FUWAVAZ job family the job belongs.
- 4 If a position consists of a combination of jobs with different gradings from two job families, the scale for the job with the higher grade shall only apply if the employee spends at least half of his current working hours performing all the duties pertaining to that job in full.
- 5 The employer may decide to define the content of a job in terms of a FUWAVAZ reference job if it adequately describes the tasks assigned to the employee. In that case, the salary scale for that reference job shall apply.
- 6 FUWAVAZ is also inapplicable to employees included in the Target group register of the Jobs and Jobs Quota (Work Disabled Persons) Act. A separate salary scale applies to them from 1 January 2019 that starts at the minimum wage and rises by eight equal incremental pay rises to a maximum of 120% of the minimum wage, as stated in Appendix Da (Salary scales of Jobs and Jobs Quota (Work Disabled Persons) Act). Minimum wage is defined as the legally set minimum wage for those aged 21 years and older.  
If a normal position or organic function applies to the function of an employee included in the Target group register of the Jobs and Jobs Quota (Work Disabled Persons) Act, and the employee carries out this function fully in terms of type and scope, then he is placed on the salary scale belonging to that position.

#### **Article 4.2.1 Procedure for lodging an objection**

- 1 An employee who objects to the grading of his job may lodge an objection. If an employee lodges an objection, Article 1.12 applies, supplemented by the rules in this Article.
- 2 In handling objections to job gradings, the employer shall receive advice from an advisory committee in which at least two of the members are experts in the field of job grading.
- 3 Before issuing its advice on the grading of the job, the advisory committee shall submit its draft recommendation to a national job grading expert designated by the NFU. This expert shall investigate whether the draft recommendation is based on a correct interpretation of the FUWAVAZ system and notify the local advisory committee of his findings within four weeks, subject to the possibility of a two-week postponement.
- 4 The local advisory committee shall attach the findings of the national job grading expert to its own recommendation.

#### **Article 4.3 Placement on the salary scales and salary guarantee scheme**

- 1 The employer shall determine the salary scale for employees having regard to the outcome of the grading of their job and to special regulations for determining the applicable salary

scale for the employees. Starting scales are not used.

- 2 On commencing employment the employee shall be awarded the salary that is denoted behind salary number 0 in his salary scale.
- 3 The employer may decide, stating reasons, that the employee cannot yet fully perform the duties of the position assigned to him because he does not yet meet the requirements for the job. In that case the employee may be placed in the next lower salary scale. A training programme shall also be agreed. If the employer decides to make use of this alternative, he shall inform the employee in advance of the criteria by which and the time at which he will evaluate whether the job can be fully assigned to the employee.
- 4 The employer may depart from the provisions of the second and fourth paragraphs by awarding a higher salary.
- 5 An employee who is transferred to a different job with a salary scale that has a lower maximum salary than the scale he is already on shall in any case retain his salary. If that salary is higher than the maximum on the new salary scale, he shall receive the difference in the form of an allowance. The allowance shall also be increased in the event of a general salary increase. An employee who is transferred to a different job on or after 1 April 2015 and who had not yet reached the maximum on his former scale shall also retain the difference in his former scale by means of an increase in the allowance in accordance with the system described in Article 4.3.1, paragraph 4.
- 6 The fifth paragraph does not apply:
  - a if the employer has informed the employee in writing that his job is temporary and that the salary scale in which he is placed shall therefore also only apply temporarily;
  - b if the employer transfers the employee to a job with a lower salary in connection with incapacity to perform his work due to illness.
  - c if the lower scale is the result of a transfer as a disciplinary sanction as referred to Article 10.2, paragraph 1 under c of this cao;
  - d if the employee requests and accepts a transfer to a job on a lower scale (not being the result of a transfer arising from a change in the organisation or a reorganisation);
  - e if the employee accepts a job on a lower scale because he has been found to be unfit for his present job on the grounds of unsuitability for the current job demonstrated in writing by the employer and a programme of improvement has also not produced any results.
- 7 If the employee voluntarily chooses to accept demotion to a job with a lower salary (not representing a reduction of salary due to shorter working hours) during a maximum period of 10 years preceding the pension calculation age specified in the ABP pension scheme, the employer shall ensure that the accrual of pension entitlements is the same as if the employee had retained his former salary. The premium shall be divided between the employer and the employee according to the usual percentages. The employer shall provide this option for as long as the ABP pension scheme regulations permit it.

#### **Article 4.3.1 Salary increase**

- 1 The employer shall increase the employee's salary to the next higher amount in the scale if the employer considers that the employee performs his duties satisfactorily.
- 2 The employer may increase the salary to a higher amount in the scale if the employer

considers that the employee performs his duties very well or excellently.

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

#### **Article 4.4 End-of-year bonus**

- 1 Employees are entitled to an end-of-year bonus of 8.3% of the basis of the calculation applicable to the employee. The bonus shall be paid with the salary for November. Employees who leave employment before 1 November are also entitled to an end-of-year bonus. The bonus shall be paid in the month following the month in which the employment ended.
- 2 The end-of-year bonus shall be calculated over the sum of the salaries including the allowances specified in article 4.3 that the employee has received in the period from 1 December of the preceding calendar year up to and including 30 November of the current calendar year.
- 3 The end-of-year bonus shall be calculated over at least the salary denoted behind salary number 10 in scale 7 in Annex A.

#### **Article 4.5 Holiday allowance**

- 1 Employees are entitled to a holiday allowance amounting to 8% of the remuneration they receive.
- 2 The holiday allowance shall be at least the monthly amount specified in appendix E.
- 3 If on the grounds of Article 8.5 (continued payment of remuneration) the employee receives 70% or 85% of his remuneration, he shall be deemed to have received 100% of his remuneration for the purposes of the first paragraph.

#### **Article 4.5.1 Payment of holiday allowance**

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

#### **Article 4.6 Long-service anniversary**

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

- 3 Civilian public service shall also include time spent at a special university hospital or university.

#### **Article 4.7 Allowances and bonuses**

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

#### **Article 4.7.1 Job performance allowance**

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

#### **Article 4.7.2 Allowance for deputising**

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

#### **Article 4.7.2.1 Awarding of a substitution bonus**

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

#### **Article 4.7.2.2 Full substitution**

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

**Article 4.7.2.3**

**Partial substitution**

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

**Article 4.7.3**

**Allowance for working irregular hours**

- 1 Employees to whom any of scales 1 to 11 in appendix A or a salary scale in appendix Aa, B, D or Da of this CAO applies are entitled to an allowance for the regular or fairly regular performance of work, other than as overtime, at times other than between 7.00 a.m. and 8.00 p.m. on Monday to Friday and between 8.00 a.m. and 12.00 p.m. on Saturday.
- 2 The allowance for working irregular hours shall also be paid during holidays. The employer shall determine an average amount for this payment on the basis of the allowances paid in the twelve calendar months preceding the month in which the employee takes holidays. If the employee has not been employed for twelve months, the average amount will be fixed at the average in the calendar months up to the month in which the employee takes holidays.
- 3 The employee in scale 11 of appendix A of this CAO is entitled to an allowance for working irregular hours as specified in par. 1 with effect from 1 January 2022.

**Article 4.7.3.1**

**Calculation of allowance**

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

<b>Period:</b>	<b>Hourly salary derived from:</b>
to 1 January 2022	salary scale 7, salary number 10 (appendix A)
from 1 January 2022 to 1 January 2023	salary scale 10, salary number 8 (appendix A)
from 1 January 2023	salary scale 10, salary number 12 (appendix A)

**Article 4.7.3.2**

**Sliding allowance**

- 1 Employees whose remuneration is permanently reduced as a result of the termination or reduction of an allowance for working irregular hours through no fault of their own shall be awarded a sliding allowance.
- 2 Entitlement to a sliding allowance only exists if:
  - a the reduction amounts to at least 3% of the sum of the salary and any job performance allowance, and
  - b at the time of its termination or reduction the employee has been receiving the allowance for at least two years without any interruption of longer than two months.
- 3 The basis of calculation for the sliding allowance is the average monthly allowance for working irregular hours that the employee received over the twelve calendar months preceding the date on which the permanent reduction of his remuneration occurs less the

total amount that he will subsequently receive each month in the way of an allowance for working irregular hours, an allowance on the basis of Article 4.7.3.5 or a salary increase other than by virtue of a general salary increase.

- 4 The sliding allowance shall be paid for a term equal to a quarter of the period for which the employee had received the allowance for working irregular hours, up to a maximum of three years.
- 5 The period stipulated for receipt of the sliding allowance in the fourth paragraph shall be divided into three periods of equal duration. During these three successive periods the sliding allowance shall amount to 75%, 50% and 25% of the basis of calculation, respectively.
- 6 Employees who take up a new employment contract on or after 1 January 2019 after reaching the state old age pension age do not have the right to the sliding allowance referred to in the first paragraph.

**Article 4.7.3.3 Sliding allowance for employees aged 57 and older**

- 1 Employees aged 57 and over who, at their request, no longer work evening and/or night shifts or work fewer evening and night shifts shall receive a sliding allowance with effect from the month in which they ceased to work these shifts or started working fewer shifts, provided that they have received the allowance for working evening and/or night shifts for a period of at least five years without any interruption of longer than two months.
- 2 The basis of calculation for the sliding allowance is the average monthly allowance for working evening and night shifts that the employee received over the twelve months preceding the date on which the permanent reduction in remuneration on account of ceasing to work evening and/or night shifts or working fewer such shifts occurs, less the allowances for working irregular hours that he actually receives after (partially) ceasing to work evening and/or night shifts, any allowance on the basis of Article 4.7.3.5, and any salary increase other than a general salary increase.
- 3 The sliding allowance will be paid for a period equal to a quarter of the period for which the allowance for working irregular hours was paid, with a maximum of three years.
- 4 The duration of the sliding allowance established in accordance with the terms of the third paragraph shall be divided into three equal parts. The sliding allowance during the three successive periods shall amount to 37.5%, 25% and 12.5% of the basis of calculation, respectively.
- 5 Employees who conclude a new employment contract on or after 1 January 2019 after reaching the state legal pension age are not entitled to the sliding allowance as specified in the first paragraph.

**Article 4.7.3.4 Permanent allowance for employees aged 60 and older**

- 1 Employees aged 60 and over who do not work evening and/or night shifts, or work fewer ones, will be entitled to a permanent allowance, provided that they have received the allowance for working evening and/or night shifts, whether or not followed by a sliding allowance as referred to in Articles 4.7.3.2 and 4.7.3.3, for a period of at least ten years without any interruption of longer than two months.

- 2 The basis of calculation for the permanent allowance is the average monthly allowance for working irregular hours that the employee received over the twelve calendar months preceding the date on which the permanent reduction in remuneration on account of ceasing to work evening and/or night shifts or working fewer such shifts occurs, less the allowances for working irregular hours that he actually receives after (partially) ceasing to work evening and/or night shifts.
- 3 Employees who take up a new employment contract on or after 1 January 2019 after reaching the state old age pension age do not have the right to the permanent allowance referred to in the first paragraph.

Article 4.7.3.4.2 ./.

**Article 4.7.3.5 Transitional provision**

- 1 Employees who were working irregular hours on 1 April 1997 are entitled to an allowance if on that date as a result of the amendment of Articles 4.7.3 and 4.7.3.1 they continued working in the same roster pattern but the number of irregular hours they worked declined by at least 20% compared with the average number of irregular hours worked in 1995 and 1996. If the employee was only working irregular working hours for part of the period 1995/1996, the reference period shall be adjusted proportionally.
- 2 Employees are not entitled to an allowance as referred to in the first paragraph if the number of irregular working hours declined by less than one hour a month.
- 3 The allowance amounts to the difference between the old and the new allowance for working irregular hours as fixed on the basis of the comparison as of 1 April 1997 referred to in the first paragraph.
- 4 The entitlement to the allowance shall lapse if at his own request the employee starts working in a different roster pattern or in a job with a different roster pattern from that in which he worked on 1 April 1997. The allowance shall be retained if a change occurs in the roster pattern as a result of a decision by the employer, with the understanding that any additional income arising from the change in the shift pattern shall be deducted from the allowance. If the entitlement to the allowance ends entirely as a result of a decision by the employer, Article 4.7.3.2 applies mutatis mutandis.
- 5 Employees who do not meet the conditions for an allowance as referred to in the above provisions but whose income from the allowance for irregular working hours has nevertheless declined by more than € 9 per month according to the comparison referred to in the first paragraph are entitled to an allowance of € 9 per month. Entitlement to this allowance shall be assessed at the end of each year.
- 6 Employees who take up a new employment contract on or after 1 January 2019 after reaching the state old age pension age do not have the right to the allowance referred to in the first paragraph.

**Article 4.7.4 On-call and standby shift**

- 1 A shift is an on-call shift if the employee must remain on call to perform unpredictable, urgent work as required at the workplace outside his normal working hours.

- 2 A shift is a standby shift if the employee must be present in the UMC during an on-call shift.
- 3 The allowance for on-call and standby shifts is not included in the remuneration as referred to in paragraph 1 of Article 7.1 (awarding of holidays) <sup>7</sup>.

**Article 4.7.4.1 Calculation of allowance**

- 1 Employees are entitled to an allowance if they are instructed to work on-call or standby shifts.
- 2 The allowance amounts to a percentage of the hourly salary for every hour that the employee is on call equal to:
  - a 6% of the hourly salary for the hours on Mondays to Fridays;
  - b 12% for the hours on Saturdays, Sundays and public holidays as referred to in the third paragraph of Article 6.1.
- 3 The allowance shall be calculated over the hourly salary that applies to the employee, but at least the hourly salary that is derived from the salary denoted after salary number 7 in salary scale 3 and at most the hourly salary according to the following table:

Period:	Hourly salary derived from:
to 1 January 2022	salary scale 7, salary number 10 (appendix A)
from 1 January 2022 to 1 January 2023	salary scale 10, salary number 8 (appendix A)
from 1 January 2023	salary scale 10, salary number 12 (appendix A)

- 4 The allowance calculated on the basis of the second paragraph shall be increased by 25% for the hours when the employee has a standby shift.
- 5 Until 1 January 2022 entitlement to an allowance for on-call or standby shifts was restricted to employees being paid in scales 1 - 10 of appendix A or a salary scale of appendix D of the CAO UMC 2018-2020.

**Article 4.7.4.2 Work performed during shifts**

- 1 Employees are entitled to compensation for the time during which they perform work during an on-call or a standby shift. The employer shall decide after consulting the employee whether the compensation shall consist of leave equal to the number of hours worked or a sum of money based on the employee's hourly salary.
- 2 The employee in one of the scales 1 through 11 of appendix A or a salary scale of appendix Aa, B, D or Da of this CAO is entitled to the following compensation for each hour of work performed in addition to the compensation referred to in the first paragraph, equal to:
  - a 47% of the salary for each hour worked on Mondays to Fridays between midnight and 7.00 a.m. and after 8.00 p.m. as well as for the hours on Saturdays between midnight and 8.00 a.m. and after 12.00 p.m.;
  - b 72% of the salary for each hour worked on Sundays and public holidays as referred to in the third paragraph of Article 6.1.

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<sup>7</sup> Since 1997, the continued payment of the allowance for on-call and standby shifts during holidays has been discounted in the calculation of the percentages referred to in Article 4.7.4.1



- 3 The allowance specified under 2 shall be calculated over a maximum of the hourly salary according to the table included in Article 4.7.4.1 par.3.
- 4 The period during which the employee is deemed to have performed work during an on-call shift shall commence at the moment the employee who has been instructed to work leaves his place of residence and shall end at the moment the employee returns to his place of residence. The time shall be rounded up or down to the nearest half hour.
- 5 In the case of a standby shift, every period for which the employee is called upon to perform work shall be rounded off upwards to the nearest half hour.

**Article 4.7.4.3 Travel expenses**

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

**Article 4.7.5 Bonuses for other reasons**

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

**Article 4.7.6 Overtime**

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

**Article 4.7.6.1 Allowance for overtime**

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

employee's hourly salary for each additional hour worked.

#### **Article 4.7.7 Bonus for roster changes**

- 1 If there is difficulty filling shifts, initially a solution is sought within the team, with Article 6.2 (Standard working hours for day shift/ Working hours regulation) and Article 6.3 (Duty roster) being the starting points. If a solution within the team appears to be impossible, the employer can ask the employee to reschedule one or more shifts.
- 2 If incidentally and in special cases such a change is made in an already set working hours regulation, with a roster change occurring within 72 hours after the employer's request of the employee, then the employee receives an additional roster change bonus of € 90 gross per roster change on top of the standard allowances. A roster change is defined as one that does not overlap the original shift by half at least.
- 3 The additional allowance of € 90 gross per roster change applies equally when the employee is asked by the employer to work an additional shift on a day off, when a change in the roster occurs within 72 hours after the request.
- 4 If an employee suffers a demonstrable financial disadvantage as a result of the roster change specified in paragraphs 2 and 3 of this Article which cannot reasonably be borne by him, the employer will reimburse the associated costs.

#### **Article 4.8 Labour market-related bonus/Loyalty premium**

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

##### **Article 4.8.1 Labour market-related bonus**

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

##### **Article 4.8.2 Loyalty premium**

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

#### **Article 4.9 Promotion of mobility**

- 1 The employer may, if in his opinion the employee should perform another job, award the

employee a bonus or an allowance for reasons of mobility.

- 2 The mobility bonus shall amount to not more than the difference between the employee's salary and the maximum salary in the next higher salary scale. In special cases the employer may deviate from the terms of this provision.
- 3 With the approval of the works council, the employer may adopt further rules concerning the award of a mobility benefit.

#### **Article 4.10 Performance bonus**

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

#### **Article 4.11 Leave for military service and duties in emergency services**

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

#### **Article 4.12 Political leave**

If the employee receives a regular payment from a position in a public-law body to which he has been appointed or elected and the employer, unless the business interests of the employer dictate otherwise, grants him special leave to attend meetings and sessions of that body and to perform work arising from that position, the employer shall withhold a sum from his remuneration over the period that he is on leave. The amount withheld shall not exceed the amount the employee can be deemed to have received as regular remuneration during the period spent in that function corresponding with the leave.

#### **Article 4.13 Salary while on non-active status**

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

## CHAPTER 5

# Allowances and expenses

### Article 5.1 **Business trips in the Netherlands**

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

### Article 5.1.1 **Public transport**

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

### Article 5.1.2 **Taxi**

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

### Article 5.1.3 **Personal vehicle**

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

### Article 5.1.4 **Accommodation expenses**

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

### Article 5.1.5 **Declaration of expenses**

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

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

**Article 5.2 International business trips**

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

**Article 5.3 Commuting**

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

**Article 5.4 Requirement to live in a particular area**

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

**Article 5.4.1 Removal costs**

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

employment or within one year of the move.

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

#### Article 5.4.2 **Removal allowance**

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

#### Article 5.4.3 **Relocation from abroad**

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

#### **Article 5.4.4 Travel and guest house costs**

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

#### **Article 5.4.5 Advance**

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

#### **Article 5.4.6 Hardship clause**

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

#### **Article 5.5 Reimbursement of telephone expenses**

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

#### **Article 5.6 Meals allowance**

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

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

**Article 5.7 Work from home allowance**

- 1 The employer pays the employee who works at home within the framework of the employment contract a work from home allowance of € 2 net per day worked at home.
2. The employer can also pay the work from home allowance in the form of a set allowance per month, based on the average number of days worked at home per month.
3. The employee is not entitled to both a work from home allowance and a commuting allowance on the same work day.

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

Employees who are not a hospital pharmacist / clinical chemist / clinical physicist as specified in chapter 14A, who must register under section 3 of the Individual Health Care Professions Act (BIG), are entitled to reimbursement by the employer of the costs of registration or re-registration if these are necessary on account of the position they hold with the employer.



## CHAPTER 6

# Annual working hours and weekly working hours

### Article 6.1 Annual working hours

- 1 The full-time annual working hours amount to 1,872 hours per year and an average of 36 hours per week.
- 2 The annual working hours referred to in the first paragraph shall be reduced by 7.2 hours for every public holiday that does not fall on a Saturday or Sunday.
- 3 Public holidays are New Year's Day, Easter Monday, Ascension Thursday, Whit Monday, Christmas Day, 26 December, the day on which the King's Birthday is celebrated, once every five years on 5 May in a jubilee year (for the first time in 2020) and any public holidays added to the list by the employer.
- 4 The hours during which an employee is on a standby shift and does not perform work do not count in determining the full working hours as referred to in the first paragraph.
- 5 The employee can ask the employer to adjust his contractual working hours on the basis of the Flexible Work Act. Along with the possibilities offered in the Flexible Work Act, there are possibilities to adjust the working hours within the UMCs as specified in article 6.1.1 and article 6.1.2.
- 6 When a vacancy becomes available, part-time employees who want to increase the number of working hours in their employment contract take precedence.

### Article 6.1.1 Extension of full-time annual working hours

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

### Article 6.1.2 Reduction of annual working hours

- 1 Employees with a contract of employment for 1,872 hours a year as referred to in the first paragraph of Article 6.1 may on request temporarily perform up to 184 hours of work less each year than is provided for by their full-time appointment. The employee who works part-time can make such a request for a proportional number of working hours.
- 2 The following conditions apply to the reduction of working hours:
  - a the request by the employee shall if possible be made during the annual appraisal interview and relate to the following annual period;
  - b the request by the employee shall be granted, unless there are substantial business interests of the employer opposed to it;

- c agreements on the scope and duration of the reduction of working hours shall be recorded in writing;
- d an amount corresponding to the hourly salary that applies for the employee shall be withheld from the employee's salary for each hour less to be worked;
- e during the period of reduced working hours the accumulation of the pension and the division of the payment of the pension premium between the employee and the competent authority shall remain unchanged, so long as the reduction is non-recurring;
- f no holiday entitlement shall be accrued over the fewer hours worked.

#### **Article 6.2 Standard working hours in day shift/working hours regulations**

- 1 The preferred standard working hours for a day shift are between 07:00 and 18:00 on Monday to Friday, unless the employee works changing shifts.
- 2 The employer shall draw up one or more working hours regulations covering all employees. The regulations shall correspond with the rules and standards laid down in the Working Hours Act and the Working Hours Decree.
- 3 Some of the standards laid down in the Working Hours Act (ATW) may be departed from by virtue of a collective regulation as specified in Article 1:3 of the ATW. A collective regulation is defined as the CAO UMC.

#### **Article 6.2.1 Employee's right to be unavailable**

- 1 The employee has the right to be unavailable for work outside of working hours. The employee is not obliged to actively follow communications from work outside of working hours.
- 2 The stipulation in par. 1 does not apply during an on-call shift.

#### **Article 6.2.2 Public Holidays**

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

#### **Article 6.2.3 Non-standard working hours and shifts**

- 1 The employer may instruct an employee to work irregular hours as defined in Article 4.7.3 (allowance for working irregular hours).
- 2 The employer may instruct an employee to work on-call or standby shifts as defined in Article 4.7.4 (on-call and standby shifts).
- 3 The employer may instruct an employee to work overtime as defined in Article 4.7.6 (overtime).
- 4 From 1 January 2014, employees aged 57 and over may only be instructed to work evening and night shifts, perform on-call or standby shifts in the evenings or at night, or work overtime in the evenings or at night with their consent.

- 5 Employees aged 55 and over on 31 December 2013 who, at their request, ceased to work irregular hours as referred to in Article 4.7.3.3, paragraph 2, of the CAO UMC 2013-2015 on or before 31 December 2013 may only be instructed to work irregular hours with their consent.

**Article 6.2.4 Rest duration after night shift (summons at night)**

- 1 After completing a night shift, the employee is entitled to at least 14 hours of rest. This does not apply to possible summons during an on-call shift.
- 2 The employer can deviate from the first sentence of par. 1 with the approval of the Works Council.
- 3 After completing an on-call or standby shift between the hours of 00:00 and 06:00, with at least two responses to a summons or more than two hours of work was done, the employee is entitled to at least 8 hours of rest.

**Article 6.2.5 Evening/night shifts during pregnancy and after birth**

A female employee cannot be obliged to work evening and/or night shifts:

- a after the third month of pregnancy until the end of maternity leave, and
- b during the 6-month period after birth when she is breastfeeding or expressing milk.

In this period the employee receives an allowance for irregular hours according to actually worked duty roster.

**Article 6.3 Duty roster**

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

**Article 6.3.1 Other provisions concerning the duty roster**

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

#### **Article 6.4 Annual hours system**

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

#### **Article 6.4.1 Transitional provision**

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

#### **Article 6.5 Generational policy**

The UMCs acknowledge that there are the necessary specific challenges for all generations of employees. That is why 3 generational regulations are being elaborated:

- 1 for the group of young professionals at the start of their career and who are starting families;
- 2 for the group of experienced professionals who have to balance care for their family, parents and work, and
- 3 for the group of extremely experienced and older professionals.

A UMC chooses to apply at least one of these generational regulations locally.

In addition, a physically demanding occupation regulation (RVU) is implemented on the basis of the sector analysis in the framework of the MDIEU (Maatwerkregeling duurzame inzetbaarheid en eerder uittreden; customised arrangement for sustainable employability and earlier retirement).

The specified regulations are incorporated in Appendix Q Generational regulations to this CAO.

## CHAPTER 7

# Holidays, leave and special leave

### Article 7.1 **The granting of holidays**

- 1 The employer shall grant employees holidays with retention of salary in every calendar year in compliance with the provisions of and pursuant to Articles 7.1.1 to 7.1.6 inclusive.
- 2 Holidays shall be granted unless the business interests of the employer dictate otherwise.

### Article 7.1.1 **Holiday entitlement**

- 1 The holiday entitlement amounts to 9% of the employee's annual working hours as set out in the employment contract and is expressed in whole hours.
- 2 At the start or end of an employment contract during the course of a calendar year, the employer sets the entitlement to holiday that is proportional to the duration of the employment contract in that calendar year.
- 3 If the employee's working hours are changed, the employer shall again determine the entitlement to holidays over the remaining portion of the relevant calendar year, taking into account the new working hours. The holiday entitlement accumulated up to the date of entry into force of the change in the working hours shall be retained
- 4 If employees were not entitled to a salary for a certain period, in some cases there is no entitlement to holidays for that period. This is arranged in Articles 7:634 and 7:635 of the Netherlands Civil Code.
- 5 Employees who were entitled to eight extra hours of holidays before 1 May 1994 by reason of the fact that their salaries were equal to or more than the maximum salary on scale 9 shall retain this additional holiday entitlement until such time as they become entitled to a similar amount of additional holidays by reason of their age under the terms of the second paragraph of Article 7.1.1 of the CAO UMC 2008-2011.

### Article 7.1.2 **Buying additional vacation hours and informal care leave hours**

As a supplement to the holiday entitlement based on Article 7.1.1, the employee can buy additional vacation hours. The employee can also buy informal care leave hours to carry out informal care tasks. The rules governing this are stated in appendix L (Regulation for buying additional vacation hours and informal care leave hours), based on Article 18.1 par. 2 sub c (individual choices model).

### Article 7.1.3 **Taking holidays**

- 1 The holidays shall be taken as far as possible in continuous periods of at least four hours.
- 2 Employees are obliged to take holidays for a continuous period of at least two weeks in every calendar year.
- 3 Unless otherwise agreed, no more than one and a half times the holiday entitlement for a calendar year may be taken in that year.
- 4 Employees who become ill during the holidays shall retain their entitlement to the holidays that are not taken. The employee must notify the employer of the illness in good time, in accordance with the procedures concerning sick leave laid down by the employer. Employees who have been unable to comply with this requirement must subsequently provide proof of the illness.
- 5 An employee who is ill and goes on holiday during his illness takes vacation days, given the

understanding that the employee would not go on vacation during illness if he was not in a reasonable state.

- 6 An employee is in principle entitled to assume that the holiday has been granted if at the time he requests a period of holiday from his manager the latter has not expressed any objection to granting it.
- 7 The employer shall lay down rules for taking holidays in consultation with the works council, including rules for determining the moment at which the employee is entitled to assume that his request to take holidays during the school vacation periods has been approved.
- 8 The employer can change a set holiday after consultation with the employee. The employer must have substantial reasons for doing so. The employer shall compensate the employee for any damage that the employee has sustained as a result of this change in his holiday.

#### **Article 7.1.4 Carrying over of holidays**

- 1 The guiding principle is that holidays must be taken in the calendar year during which the holiday entitlement is acquired. If they are not, the employee and his superior shall consult to make arrangements as to when to take any unused holidays from the previous calendar year or, where applicable, earlier calendar years.
- 2 The previous paragraph also applies in the event of illness, taking into account the specification in article 7.1.3 par. 5.
- 3 If the employee has not been given his full holiday entitlement in any calendar year, the employer shall, without prejudice to the provisions of the third paragraph of Article 7.1.3, as far as possible grant those holidays in a following calendar year.

#### **Article 7.1.5 Bridging days**

- 1 The employer may designate up to three working days in a calendar year on which one or more groups of employees must take holidays.
- 2 These days shall be designated prior to each new calendar year and only with the approval of the works council.

#### **Article 7.1.6 Limitation and holidays at the end of the employment contract**

- 1 The right to take holiday hours is limited to five years. This limitation period starts on January 1 of the calendar year subsequent to the year in which the holiday hours were accumulated.
- 2 The legal expiry deadline of six months from Article 7:640a of the Netherlands Civil Code does not apply.
- 3 Employees who are still entitled to holiday hours on the date of the end of their employment contract will be paid for those holiday hours.
- 4 If at the end of his employment contract the employee has taken too many hours of holiday, the employer may charge him for the excess holiday hours that have been taken.
- 5 The value of the holiday hour is the remuneration per hour plus the end-of-year bonus and holiday allowance. The allowance for working irregular hours as an element of the remuneration is defined in this context as the average allowance for working irregular hours over the last 12 months of the employment contract.

- 6 In derogation to paragraph 1, the following applies to the holiday hours accumulated by the employee of a public-law UMC on 31 December 2019:
  - a During the entire duration of the employment contract, the employee can take these holiday hours; the public-law UMC will not impose the legal limitation period of five years on the holiday hours accumulated on 31 December 2019.
  - b At the end of the employment contract, the employer can impose the limitation period of five years when preparing the final financial account if the unused holiday rights amount is more than twice the relevant employee's entitlement to holiday in a full calendar year.

**Article 7.2 Leave prescribed by law**

Employees are on leave by operation of law if they are participating in the emergency relief service as referred to in the Provisions Relating to the Legal Status of Emergency Relief Workers Act (Wet rechtspositionele voorzieningen rampbestrijders).

**Article 7.3 Special leave**

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

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

The employer shall, on request, grant an employee leave to exercise his voting rights and to comply with a statutory obligation in the sense of Section 4:1 WAZO.

**Article 7.3.2 Personal circumstances**

- 1 The employer shall, on request, grant an employee leave at his own expense for the following events:
  - giving public notice of the intention to marry: one day;
  - to attend a marriage of blood relatives and relatives in the first and second degree: one day.
- 2 The employer shall grant employees special leave with retention of salary for the following events:
  - for his marriage: one day;
  - for the execution of the notarial deed with respect to cohabitation: one day;
  - for the registration of his partnership: one day;
  - to attend the confinement of his partner if this prevents the employee from performing his work: a short period to be determined in fairness;
  - after delivery by his partner, in agreement with the specifications referred to in Section 4:2 WAZO;
  - on the death of blood relatives or relatives in the first degree: four days;

- on the death of blood relatives or relatives in the second degree: two days;
- for the performance of formalities relating to adoption: up to three days per child;
- for moving house: one day per calendar year.

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

#### Article 7.3.3 **Emergency leave**

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

#### Article 7.3.4 **Short-term care leave**

- 1 The employee has the right to short-term care leave on the grounds of Article 5.1 of the Work and Care Act, it being understood that such leave – in derogation of Article 5.2 of the Work and Care Act – will amount to no more than four times the number of working hours per week in any period of twelve consecutive months. From 1 January 2019 the employee has the right to extend the above-mentioned leave for essential care in association with the illness of immediate family members of the first degree, including the partner and child, as specified in article 5:1, par. 2(a-d) WAZO, and parent, to at most twelve times the number of working hours per week.
- 2 Employees are entitled to continue receiving 70% of their salary during the leave referred to in the first paragraph.
- 3 The entitlement referred to in the second paragraph shall at least be an amount that corresponds with 70% of salary number 10 in salary scale 6 in appendix A, with the understanding that the entitlement shall not exceed the employee's regular salary.
- 4 The provisions of Article 8.5.2 (calculation of allowances) shall apply mutatis mutandis.

#### Article 7.3.5 **Maternity leave**

- 1 Employees are entitled to maternity leave in connection with childbirth on the basis of Section 3.1 of the Work and Care Act.
- 2 If the conditions for being awarded a financial allowance under the Work and Care Act are met but no financial allowance was awarded because the employee did not submit an application, the employer shall apply the financial allowance under the Work and Care Act mutatis mutandis. In that case, the financial allowance that the employee would have been awarded if she had submitted an application shall be taken into account.
- 3 The employer shall inform employees about the consequences of not applying for a benefit.

#### Article 7.3.6 **Leave for adoption and foster care**

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



**Article 7.3.7 Pension accrual during parental leave, care leave and additional parental leave**

For parental leave, short- and long-duration care leave and additional parental leave in the sense of the WAZO, the pension accrual continues in full. This follows the standard division of the premium between the employer and employee.

**Article 7.3.8 Leave for union activities**

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

**Article 7.3.9 Other cases**

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

## CHAPTER 8

# Illness and incapacity for work

### Article 8.1 Definitions

In this chapter the following definitions apply:

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

### Article 8.2 Occupational health care

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

### Article 8.3 Employer's reintegration obligations

- 1 The employer has legal reintegration obligations with respect to the employee who is prevented from performing the stipulated work through incapacity by reason of illness (Article 7:658a of the Netherlands Civil Code, Article 25 WIA). This means for example:
  - a The employer shall promote the reintegration of the sick employee to his former job. If it has been ascertained that this is not possible, the employer shall promote reintegration in another suitable position in its UMC. If no other suitable position is available in the UMC, the employer shall promote reintegration in suitable work at another employer.
  - b The employer keeps notes of the course of the illness and the employee's reintegration.
  - c The employer shall draw up an action plan in consultation with the employee, which will be periodically evaluated and revised as necessary. This shall include a review of whether there is a relationship between the employee's incapacity to work and the working conditions.
- 2 The employer may lay down further rules for the application of the first paragraph.

### Article 8.4 Reporting sick

- 1 Employees are obliged to notify the employer as soon as possible if they are prevented from

- performing their work due to illness or disability. The employer lays down further rules for this.
- 2 The employee's work is defined as stipulated work as specified in Article 7:629 par. 1 of the Netherlands Civil Code.
  - 3 The nature and scope of the employee's job shall be deemed to remain unchanged during the period that the employee is wholly or partially prevented from performing his work due to incapacity as a result of illness or disability, subject to the possibility of changing or terminating an employment relationship in accordance with the provisions of chapter 11 of this CAO.

#### **Article 8.5 Continued payment of remuneration**

- 1 Employees who are wholly or partially prevented from performing their work through incapacity due to illness or disability are entitled to continued payment of their salary for the period of 104 weeks stipulated in Article 7:629 par. 1 of the Netherlands Civil Code. For the first 52 weeks of illness, the employer pays 100% of the salary. In the second year of illness, the employer pays 70% of the salary for the hours not worked.
- 2 In the following two situations, the employee receives more than 70% of his salary for the hours not worked in the second year of illness in derogation from the first paragraph:
  - a If the employee performs work for 50% or more of his working hours, he shall receive his full remuneration for the hours worked and 85% of his remuneration for the remaining hours not worked.
  - b If the incapacity to work due to illness or disability, which hinders the employee from doing his work, is due predominantly in the employer's opinion to the nature of the work assigned to him or the special circumstances under which it must be carried out and not ascribable to his fault or recklessness, the employee receives his full salary.
- 3 An employee who is not entitled to a statutory incapacity for work benefit (WIA) after 104 weeks of illness because the loss of pay is less than 35% is entitled to continued payment of salary after 104 weeks of illness for as long as the duration of the employment contract. This is in accordance with the continued salary payment rules applicable in the second year of illness, with the understanding that after a formal alternative employment, Article 8.5.1 par. 3 and 4 applies.
- 4 The amount of any disability benefit that the employee receives under the WIA, WAO and/or AAOP Act shall be deducted from the remuneration to which he is entitled pursuant to the first paragraph. If the employee is entitled to a disability benefit arising from one or more employment relationships, for the purposes of the previous sentence that benefit shall be attributed to the employment relationship for which the remuneration continues to be paid in proportion to the total income from the relevant employment relationships.
- 5 For the purposes of the third paragraph, if the disability benefit is not awarded or is wholly or partially denied or permanently or temporarily reduced as a result of the employee's actions or omissions the employee shall still be deemed to have received it in full.
- 6 At the employer's request, the employee shall provide every cooperation in arranging for the disability benefit to be paid via the employer.
- 7 At the employer's request, the employee shall provide all the information that is necessary for the implementation of this article.

- 8 For the purpose of applying the first paragraph, periods of illness or disability shall be added together according to the specification in Article 7:629, par. 10 of the Netherlands Civil Code.
- 9 If the employer has not made sufficient re-integration efforts according to the UWV, the UWV will impose a sanction on the employer. This sanction involves an extension by the UWV of the waiting time for the WIA, which is normally 104 weeks. During this extended waiting period, the employee is entitled to continued salary payment according to the continued salary payment rules of the second year of illness as specified in par. 1 and 2.
- 10 In derogation of the first paragraph, the salary will continue to be paid for 13 weeks during the illness of an employee who has reached the state old age pension age if the first day of illness lies on or after 1 January 2019.
- 11 The employee does not have the right specified in paragraph 1 to continued payment of remuneration during illness in accordance with Article 7:629, par. 3 of the Netherlands Civil Code.
- 12 In accordance with Article 7:629, par. 6 of the Netherlands Civil Code, the employer is entitled to suspend payment of the remuneration specified in paragraph 1 during the period that the employee does not comply with reasonable monitoring requirements.
- 13 The employer can only make a claim not to pay or to suspend payment of remuneration on grounds as intended in paragraphs 11 and 12 of this article if the employer has informed the employee of this intention immediately after suspecting the existence of those grounds or after this suspicion should reasonably have arisen (e.g. as intended in Article 7:629, par. 7 of the Netherlands Civil Code).
- 14 This article applies to the ill employee who exceeds the 104-week period specified in par. 1 on or after 1 January 2022. If the ill employee exceeds the 104-week period before 1 January 2022, Article 8.5 from the CAO UMC 2018-2020 remains applicable to that employee.

#### **Article 8.5.1 Reassignment due to incapacity for work**

- 1 The employer may assign an employee who is unfit to perform his work due to illness or disability to another job or instruct him to carry out his own job under different conditions.
- 2 The employee is obliged to accept a job offered to him on the basis of the first paragraph if it constitutes suitable work.
- 3 The continued payment of all or part of the remuneration referred to in Article 8.5 shall end if the employee is formally reassigned due to illness or disability.
- 4 Contrary to paragraph 7 under b. of Article 4.3 and paragraph 10 under b. of Article 15.3.3, employees who are formally reassigned due to illness or disability and have lost less than 35% of their salary, according to the results of a WIA medical examination or otherwise, are entitled to a salary guarantee in accordance with the provisions of paragraph 6 of Article 4.3 or paragraph 7 of Article 15.3.3 (salary guarantee). An employee is obliged to accept alternative suitable work offered by the employer if that will limit reliance on the salary guarantee. Employees who are reassigned for fewer than their original number of working hours shall be given paid leave on the basis of the provisions of this article for the hours for which they are not reassigned.
- 5 If reassigned for fewer hours than the original number of working hours as specified in paragraph 4, the entitlement and use of holidays are based on the employee's original

number of working hours, including the hours for which paid leave is granted.

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

#### **Article 8.5.2 Calculation of allowances**

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

#### **Article 8.5.3 Leniency in second year of illness after corona infection**

Leniency will be shown with regard to the second year of illness for employees who are unable to work due to infection with coronavirus SARS-CoV-2, with a leniency regulation involving the presence of preventive protective measures and their development.

#### **Article 8.5.4 Concurrent incomes**

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

## Article 8.6 **Medical examination**

- 1 The employer may instruct the employee to undergo a medical examination to assess:
  - a whether he is prevented from performing his work through incapacity due to illness or disability;
  - b whether there are circumstances as referred to in Article 7:629, par. 3 under a and b of the Netherlands Civil Code;
  - c whether further measures are needed in the interests of recovery;
  - d when and to what extent he can resume his work;
  - e whether there are grounds for issuing a medical certificate of no objection to the employee with the aim to allow the employee to leave the country.
- 2 The employer may also instruct an employee who is not already prevented from performing his work through incapacity due to illness or disability to undergo a medical examination if in the opinion of the employer there are valid reasons to do so, which reasons shall be notified in writing to both the employee and the occupational health and safety service.
- 3 An employee is obliged to comply with instructions issued to him by the occupational health and safety service or the UWV in connection with a medical examination ordered by the employer.
- 4 Employees who are exposed to exceptional risks to their health in connection with the performance of their work or who must meet exceptional health requirements are obliged to undergo an occupational health examination in consultation with or on the instructions of the occupational health and safety service.
- 5 As soon as the employer has been informed of the conclusions of an examination as referred to in the first four paragraphs, the employee shall immediately be notified in writing of these conclusions with reference to the possibility of undergoing a further examination within the periods and subject to the conditions prescribed for it. At the request of the employee, the doctor treating him shall be informed in writing of the conclusions.
- 6 Any employee who disagrees with the conclusions of the medical examination referred to in this article may notify the employer to this effect in writing and stating reasons within three days of receipt of the conclusions. The employer shall lay down further rules on this matter.

Article 8.6.1 ./.

## Article 8.6.2 **Control on resumption of work**

The employer may decide that an employee who is prevented from performing his work through incapacity due to illness or disability may only resume work if the occupational health and safety service issues a medical certificate permitting him to do so and specifying the extent to which the work can be resumed. This permission shall in any case be required if the employee has been entirely prevented from performing his work through incapacity due to illness or disability for a period of more than one year.

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

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

Article 8.8 ./.

Article 8.8.1 ./.

Article 8.8.2 ./.

**Article 8.8.3 Supplement to WIA in the event of occupational disease/ working accident**

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

to in the previous paragraphs is the direct consequence of incapacity for work as referred to in the first paragraph, the person who receives a surviving dependant's pension from the ABP in connection with this death shall be paid a benefit in the amount of 18% of this pension. The benefit shall end with effect from the month in which the deceased would have reached the state old age pension age or, if the widow or widower to whom the pension was awarded remarries, with effect from the month following that in which he or she remarries. To acquire the entitlement referred to in this paragraph the surviving partner must submit an application to the employer within a reasonable period.

- 7 Former employees who have neglected to notify the employer of the existence of a circumstance as referred to in the first paragraph within three years, to be calculated from the day following the date on which his employment is terminated, shall not be entitled to an additional benefit as referred to in the first paragraph.
- 8 The employer shall enable employees referred to in this article to fully utilise their remaining earning capacity so that no loss of income occurs during the benefit phase referred to under b. in paragraph 2 in relation to the benefit phase referred to under a. in paragraph 2.

#### **Article 8.9 Repayment and demanding repayment**

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

#### **Article 8.10 Concurrent benefits**

- 1 If a benefit by virtue of this chapter is paid concurrently with a benefit by virtue of a statutory insurance which is awarded on the grounds of the same illnesses or disabilities as those for which the benefit by virtue of this chapter was awarded, the benefit by virtue of this chapter shall be reduced by the amount of the benefit by virtue of the statutory insurance.
- 2 If the disability benefit is amended on the grounds of the same illnesses or disabilities as those by reason of which the benefit by virtue of this chapter is awarded or amended, the first paragraph shall apply mutatis mutandis with respect to that amendment.
- 3 The preceding paragraphs shall not apply if the benefit by virtue of a statutory insurance is received by reason of a different job which is performed at the same time as the job for which the employee or the former employee is entitled to a benefit by virtue of this chapter and in so far as that benefit by virtue of a statutory insurance is attributed or can be deemed to be attributed to the income from that other job.



**Article 8.11 Transitional provisions**

- 1 The provisions of Articles 8.5, 8.5.3, 8.5.4 and 8.8 as these read on 31 December 2003 shall remain applicable to those individuals who not later than 30 June 2005 had been unable to perform their work due to illness or disability for 12 months or longer.
- 2 The provisions of Articles 8.8, 8.8.1, 8.8.2 and the fourth paragraph of Article 8.10 as these read on 31 December 2005 shall remain applicable to former employees who were discharged before 1 January 2006.
- 3 The provisions of Article 8.8.3 as these read on 31 December 2005 shall remain applicable to former employees who have been or are awarded a WAO benefit.
- 4 The provisions of Article 8.8.3 as these read on 31 December 2005 shall remain applicable to former employees who are awarded a supplementary allowance by virtue of Article 11.10.1.

## CHAPTER 9

# Other rights and duties

### Article 9.1 Legal assistance

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

### Article 9.2 Employer's liability

- 1 The employer is obliged to equip and maintain the rooms, equipment and tools in which or with which the work is done in such a way and to issue such rules and instructions regarding the performance of the work as are reasonably necessary to prevent employees from suffering harm in the performance of their work (Article 7:658, par. 1 of the Netherlands Civil Code).
- 2 The employer is responsible towards the employee for the damage suffered by the employee in the performance of his job unless it demonstrates that it complied with the obligations referred to in the first paragraph or that the damage was to a significant extent the result of intent or deliberate recklessness by the employee (Article 7:658, par. 2 of the Netherlands Civil Code).

### Article 9.2.1 Liability of employee

An employee who causes damage in the performance of the employment contract to the employer or to a third party that the employer is obliged to compensate for that damage is not liable to the employer for the damage, unless the damage is the result of intent or deliberate recklessness on the part of the employee (Article 7:661 of the Netherlands Civil Code).

### Article 9.2.2 Compensation for damage

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

### Article 9.3 Outside activities

- 1 Employees do not require the prior consent of the employer for the acceptance or performance of outside activities, unless those outside activities could affect the interests of the UMC and/or the proper performance of their job.
- 2 The employer shall grant permission for outside activities if in its opinion the performance of those outside activities cannot damage the interests of the UMC and/or affect the proper performance of the job. If it is in the interests of the UMC, the employer may agree to allow employees to perform their outside activities wholly or partially during their working hours.
- 3 The employer shall grant permission for a fixed period or for an indefinite period and may attach further conditions to its consent. The employer may stipulate the condition that the employee must pay all or part of the income that he earns from outside activities to the employer. This condition may be stipulated for income that exceeds € 2,200 a year and is

earned from activities that follow from the employee's job at the UMC.

- 4 The employer may withdraw the permission that has been granted if it considers that circumstances under which the permission was granted have changed.
- 5 If it emerges that the employee is performing or has performed outside activities without the permission required by virtue of the first paragraph, the employer shall still give the employee the opportunity to request the necessary permission. If the permission is not granted, the employer may, without prejudice to the provisions of Article 10.3 (When can a disciplinary measure be imposed?) instruct the employee to cease the activities and/or pay the income earned to the employer.
- 6 In consultation with the works council, the employer may lay down further rules for the administrative implementation of the provisions of this article.

#### **Article 9.4 Invention**

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

#### **Article 9.5 Official rules**

- 1 The employer may lay down official rules for the business of the UMC in general and for the organisation of patient care in particular on the basis of Article 7:660 of the Netherlands Civil Code.
- 2 The employer may also issue an instruction declaring the official rules applicable to persons who work in the UMC but are not employed by the UMC.

#### **Article 9.6 Collective health insurance**

- 1 From 1 January 2006 employees can take out insurance under the Health Insurance Act for themselves, their partners and the children up to the age of 30 by participating in the collective health insurance scheme agreed between the employer and NV Zorgverzekeraar UMC.
- 2 ./.
- 3 Post-active employees may continue to participate in the collective health insurance scheme if on termination of their employment they are immediately entitled to a pension, an IVA benefit under the WIA or if the termination of the employment is due to a reorganisation.
- 4 On the death of the employee or of the post-active employee as referred to in the third paragraph, his partner and children up to the age of 30 may continue to participate in the collective health insurance scheme.

#### **Article 9.6.1 Exceptional medical expenses**

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

medical costs which are non-recurring or of a temporary nature. The employee's ability to pay and the total income of the household to which he belongs shall also be taken into account.

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

#### **Article 9.6.2 Costs for treatment of occupational disease/working accident**

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

#### **Article 9.7 Death benefit**

- 1 As soon as possible after the death of an employee, the employer shall pay his surviving dependants a death benefit in accordance with Article 7:674 of the Netherlands Civil Code. The stipulations in this article apply in addition to Article 7:674 of the Netherlands Civil Code.
- 2 The legal death benefit of a month's wages is supplemented by two months' wages so the total death benefit amounts to three months' wages, plus the holiday allowance and end-of-year bonus for three months.
- 3 If the deceased employee received an allowance for working irregular hours or an allowance for on-call or standby shifts, the calculation of the death benefit shall be based on the amount of these allowances that was awarded to the employee in the three calendar months prior to the date of his death.
- 4 If the employee's remuneration was reduced on the basis of chapter 8 (Illness and incapacity for work) due to long-term illness, the reduction is not considered when calculating the death benefit.
- 5 If a court declares a presumption of death of an employee on the grounds of Title 18 of Book 1 of the Netherlands Civil Code, the employer shall award the death benefit at the request of the surviving dependants. Under special circumstances, the employer can pay out the death benefit for a missing employee before the legal declaration of death has been issued.
- 6 If there are no surviving dependants, the employer may use the death benefit to pay the costs relating to the employee's final illness and interment or cremation. The employer can choose to do this if the estate of the deceased is insufficient to pay these costs.

#### **Article 9.8 Confidentiality**

- 1 The employee is obliged to maintain confidentiality regarding everything known to him by reason of his job in so far as that obligation follows from the nature of the information or is expressly imposed on him. This obligation shall also apply after termination of the employment.
- 2 The obligation referred to in the first paragraph does not exist towards those who share responsibility for the proper performance of the employee's job or towards those whose co-operation can be regarded as essential to that performance if and to the extent that they

are themselves obliged or undertake to maintain confidentiality. The provisions of the previous sentence apply having due regard to the statutory provisions concerning professional secrecy.

- 3 Without prejudice to the employer's statutory obligations, the employer is obliged to maintain confidentiality with respect to all personal information known to it about the employee by reason of his job, unless the employee gives permission for the disclosure of his personal details.

#### **Article 9.9 Support with reporting crime**

In cases of aggression or unwanted behaviour by third parties, the employer will support the employee in reporting the crime to the police, at the employee's request.

#### **Article 9.10 Conscientious objections**

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

#### **Article 9.11 Complaints procedure**

- 1 With the approval of the works council, the employer may lay down further rules with respect to the submission and handling of complaints by the employee or about the employee.
- 2 The further rules referred to in the first paragraph shall in any case include provisions concerning:
  - the definition of the term 'complaint';
  - the procedure for submitting a complaint;
  - the complaints procedure and the handling of complaints within the UMC;
  - the period within which a complaint should as a rule be dealt with;
  - the independence of the body charged with handling the complaints;
  - the right of the complainant to be heard about the complaint;
  - the obligation to forward a complaint that has been submitted to the incorrect body;
  - the method of handling a complaint.

## CHAPTER 10

# Suspension and disciplinary sanctions

### Article 10.1 **Suspension by operation of law**

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

### Article 10.2 **Suspension on other grounds**

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

### Article 10.2.1 **Hearing**

- 1 The employer shall give the employee the opportunity to be heard about the reasons that led to the suspension not later than one week after notification. Saturdays, Sundays and public holidays shall be excluded for the purposes of applying this deadline.
- 2 A report shall be made of the hearing, and a copy shall be sent as soon as possible to the employee for his information.
- 3 No later than one week after the hearing the employer shall inform the employee by registered letter whether the suspension shall be maintained, with a statement of the reasons.
- 4 If the employer maintains the suspension, the notification referred to in the third paragraph shall constitute a confirmation of this.
- 5 The notification referred to in the fourth paragraph shall in any case state the duration of and the reasons for the suspension.

**Article 10.3** **When can a disciplinary sanction be imposed?**

If the employee does not fulfil his obligations arising from the employment contract or does not behave as expected of a good employee, the employer may impose a disciplinary sanction. The disciplinary sanction must be proportional to the employee's behaviour.

**Article 10.4** **Forms of disciplinary sanctions**

- 1 The employer may impose the following disciplinary sanctions, listed from minor to severe:
  - a A written reprimand.
  - b Suspension for a specified period with continued payment of remuneration.
  - c Transfer to a different job in the UMC, whether or not linked to placement in a lower salary scale if the other job has a lower grading.
  - d Dismissal.
- 2 The employer may impose only one sanction in each instance.

**Article 10.4.1** **Accounting**

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

**Article 10.4.2** **Imposition of sanction**

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

**Article 10.4.3** **Enforcement of sanction**

With the exception of a written reprimand, the sanction shall not be implemented until the employee has had the opportunity to appeal on the grounds of Article 1.12 or, if the employee does appeal, until the governing board has decided about the appeal. The preceding does not apply if the employer has explicitly decided when imposing the sanction that it shall be enforced immediately.

## CHAPTER 11

# Termination of employment contract

### Article 11.1 Termination of employment contract

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

### Article 11.2 Written notice of termination

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

### Article 11.3 Notice period

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

Article 11.4 ./.

Article 11.5 ./.

Article 11.6 ./.

### Article 11.7 Notice of early termination

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

### Article 11.8 Termination of contract of employment due to reorganisation

- 1 The contract of employment may be terminated due to reorganisation. Termination due to reorganisation can include the termination of an employment contract due to the abolition of jobs as a result of the termination of activities of that UMC or, considered over a future period of at least 26 weeks, the necessary loss of jobs due to business economic conditions concerning the measures for efficient business operations, as specified in Article 7:669, par. 3 under a of the Netherlands Civil Code.
- 2 In the event of organisational changes, the employer's efforts shall focus on helping the employee get from work to work (internal or external employment). The employee will be



expected to cooperate. Dismissal on account of a reorganisation cannot take place until it is clear after a careful study that, despite the efforts of both parties, no such other employment can be found. If the employer or employee finds that insufficient efforts have been made to get the employee from work to work, the matter shall be submitted to the parties involved in the Social Policy Framework, who may decide that the matter must be reviewed by a committee or body specified in the Social Policy Framework.. The basic principle in assigning suitable work shall be that precedence is given to female employees in order to avoid creating inequalities or increasing existing inequalities.

- 3 In establishing the order of redundancy, the calculation of the duration of the employment contract will be based on the consecutive period of time that has been spent in the service of the UMC or of one or more of its predecessors in law, including the university. This period of service will be calculated in accordance the rules for dismissal adopted by the government. This means that one or more previous contracts of employment, which followed one another with intervals of not more than six months will be added together. In derogation from this, prior employment contracts what were concluded prior to 1 July 2015 will not be added together if they succeeded each other with intervals of more than three months.
- 4 Contrary to the first paragraph of Article 11.3, if the employment contract is terminated on the grounds of the first paragraph, a notice period of three months shall be observed.

Article 11.9 ./.

Article 11.10 ./.

Article 11.10.1 **Supplementary allowance regulation**

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

Article 11.11 ./.

Article 11.12 ./.

Article 11.13 **BWUMC**

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

Article 11.13.1 **Unsuitable job**

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

## CHAPTER 12

# Special stipulations for functions in the middle groups in patient care

### Article 12.1 Scope of application

- 1 This chapter concerns employees carrying out functions in the middle groups in patient care. These are functions in:
  - a salary scales 7 through 10, including the salary scales for nurses, in the FUWAVAZ job families Nursing and Care, Clinical (co-)treatment, Clinical support, Analytical personnel, and
  - b doctor's assistants, dental assistants and carers in direct patient care.
  - c Managers who spend more than 50% of their working time hierarchically leading employees of the above-mentioned job families and are classified in the FUWAVAZ job family Management do not classify for the differentiated remuneration agreements. Managers and employees who are classified in a job family other than the four job families mentioned above, and who carry out professional tasks for more than 50% that belong to one of these four job families (for example, one does 50% or more clinical work), are placed in the middle groups.
- 2 Unless specified otherwise in this CAO, the remaining chapters of the CAO also apply to the employees specified in the first paragraph.

### Article 12.2 Functions in the middle groups in patient care

Appendix N contains an elaboration of the functions belonging to the middle groups in patient care. Based on Article 12.1 par. 1 and the elaboration in appendix N, each UMC prepares a list specifying exactly which functions of the UMC belong to the middle groups in patient care. The employer keeps the list up to date and informs employees whether they belong to these middle groups or not. These lists are aligned with the LOAZ.

### Article 12.3 Salary

- 1 With effect from 1 August 2021 new salary scales apply to the functions that fall under the middle groups in patient care in association with a differentiated remuneration structure. For the employee in a function as specified in Articles 12.1 and 12.2, the salary scale changes as follows on 1 August 2021:

Salary scale on 31 July 2021	→	Salary scale on 1 August 2021
5	→	5M
6	→	6M
7	→	7M
8	→	8M
9	→	9M
10	→	10M

<b>Nurse intermediate scale on 31 July 2021</b>	<b>→</b>	<b>Salary scale for nurses on 1 August 2021</b>
8a	→	8aM
8b	→	8M
9a	→	9aM
9b	→	9M

These M scales are incorporated in appendix Aa. Until 1 August 2021 the salary scales incorporated in appendix A to the CAO-UMC 2018-2020 applied.

- 2 Salary scale 6M starts with effect from 1 January 2022 at incremental pay rise 1 (renumbered as 0).

The salary scales 7M, 8aM, 8M, 9aM, 9M in appendix Aa are extended with effect from 1 January 2022 by adding two extra incremental pay rises to the scales.

Scale 10M in appendix Aa starts with effect from 1 January 2022 at incremental pay rise 2 (renumbered as 0), and 2 incremental pay rises are added to the end of the scale.

#### Article 12.3.1 Transition measure for salary scales 1 January 2022

- 1 The transition that takes effect on 1 January 2022 to the then valid (extended) salary scales is as follows:

<b>Salary scale and incremental pay rise on 31-12-2021</b>		<b>→</b>	<b>Salary scale and incremental pay rise on 1-1-2022</b>	
<i>Salary scale</i>	<i>Incremental pay rise</i>		<i>Salary scale</i>	<i>Incremental pay rise</i>
5M		→	5M	Incremental pay rise employee does not change
6M	0 and 1	→	6M	0
6M	2	→	6M	1
6M	3	→	6M	2
6M	4	→	6M	3
6M	5	→	6M	4
6M	6	→	6M	5
6M	7	→	6M	6
6M	8	→	6M	7
6M	9	→	6M	8
6M	10	→	6M	9
7M		→	7M	Incremental pay rise employee does not change
8aM		→	8aM	Incremental pay rise employee does not change
8M		→	8M	Incremental pay rise employee does not change
9aM		→	9aM	Incremental pay rise employee does not change
9M		→	9M	Incremental pay rise employee does not change
10M	0 - 2	→	10M	0
10M	3	→	10M	1
10M	4	→	10M	2
10M	5	→	10M	3
10M	6	→	10M	4

Salary scale and incremental pay rise on 31-12-2021		→	Salary scale and incremental pay rise on 1-1-2022	
Salary scale	Incremental pay rise		Salary scale	Incremental pay rise
10M	7	→	10M	5
10M	8	→	10M	6
10M	9	→	10M	7
10M	10	→	10M	8
10M	11	→	10M	9
10M	12	→	10M	10

- 2 In derogation from par. 1 the following applies to employees in the salary scales that are extended from 1 January 2022. The employee who on 1 January 2022 had been at the maximum of the salary scale valid until 1 January 2022 for one year or longer, receives on 1 January 2022 an incremental pay rise increase and on 1 January 2023 the second incremental pay rise increase. For this employee, 1 January becomes the new incremental pay rise date. For the employees falling under this chapter who have not yet reached the maximum of their salary scale, the incremental pay rise date does not change as a result of the transition to the extended salary scales from 1 January 2022.
- 3 For the employee who on 31 December 2021 had already reached the maximum of the salary scale that is being extended from 1 January 2022 and who received on 31 December 2021 an allowance (labour market) to bridge the gap to the labour market, this allowance is now incorporated in the gross salary as follows:
  - a If the amount of the allowance is lower than the salary increase as a result of the first extra incremental pay rise, the allowance expires.
  - b If the amount of the allowance is higher than the salary increase as a result of the first extra incremental pay rise, but lower than the second extra incremental pay rise, the allowance is reduced by the amount of the salary increase. The remaining allowance continues to be paid and expires after allocation of the second extra incremental pay rise.
  - c If the amount of the allowance is greater than the two extra incremental pay rises together, these incremental pay rises are allocated concurrently. If some of the allowance still remains, that amount of the allowance will continue to be paid under the conditions of the original allocation of the allowance.
- 4 For the employee who has not yet reached the maximum of his scale on 31 December 2021, the inclusion of the allowance (labour market) in the gross salary takes place according to the same steps specified in the third paragraph, but on the incremental pay rise date the employee progresses to the extra incremental pay rises added to the scale with effect from 1 January 2022.

## CHAPTER 13

# Special provisions for medical school graduates (basisartsen) and medical interns (arts-assistenten)

### Article 13.1 **Scope of application**

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

### Article 13.2 **Salary**

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

### Article 13.2.1 **Placement on the salary scales**

- 1 The employer shall raise the salary scale of medical school graduates and medical interns to the following salary number in the scale for each year of experience until they reach the maximum salary on the scale.  
Experience that counts in full:
  - employment as a medical intern in a similar (hospital) job;
  - employment as a medical school graduate in patient care in a similar (hospital) job;
  - employment as a physician-researcher in medical scientific research;
  - employment as a physician-project assistant for a medical project in a hospital;
  - employment as a medical school graduate in education or research in a hospital;
  - relevant experience in medical scientific research for the medical exam.
- 2 For a year of experience as referred to in the first paragraph to count, twelve months of relevant experience must have been gained.
- 3 If on the date that the employee commences employment he has not completed the number of months required for a year of experience, the employer shall fix the date of the periodic increase in such a way that if the work is performed well the next periodic increase shall be awarded at such time as the year of experience is completed.

### Article 13.3 **Annual working hours**

- 1 Contrary to the first paragraph of Article 6.1 (working hours), the full-time working hours of a medical intern are 2,392 a year and an average of 46 hours per week.

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

**Article 13.4 Reimbursement of training costs and travel expenses for AIOS**

- 1 The employer shall reimburse 70% of the costs incurred by medical interns for the study activities referred to in the third paragraph of Article 3.1 (training and education). The employer shall reimburse 100% of the costs of these study activities for AIOS.
- 2 The employer shall reimburse 100% of the costs incurred by AIOS for the study activities prescribed as training requirements by the RGS. The maximum amount to be reimbursed is the cost of training activities set by the RGS as of 1 April 2015. The maximum amount to be reimbursed will be reviewed in the LOAZ every year. This reference date will be reviewed in the LOAZ every year. The repayment obligation referred to in Article 3.1.3 does not apply for the reimbursement of the costs of the elements of training stipulated as mandatory by the RGS. For the oral surgeon in training, the abbreviation RGS in this article should be read as: RTS.
- 3 If an AIOS in the context of the medical specialist training works for part of his training at another institution/care institution than his employer, the employer reimburses the AIOS for the travel expenses the AIOS incurs from his residence to this other institution/care institution and back again. The following conditions apply:
  - It concerns a mandatory part of the medical specialist training;
  - the other institution/care institution lies in another municipality of the Netherlands than where the employer is located;
  - the commuting distance of the AIOS from home to the other institution/care institution is greater than that to the employer.

The travel expenses reimbursement is identical to the maximal untaxed permitted travel expenses reimbursement. This can be a kilometer reimbursement (on 1 January 2022: € 0.19 per km) or a reimbursement of the actual public transport cost (2nd class). If the employer demands it, the AIOS provides the employer with the proof required by the tax authorities like tickets (or copies of the them) or an overview of the distances and cost made with the ov-chip card.

The travel expenses compensation on the basis of this paragraph replaces any commuting compensation based on Article 5.3 of the CAO, unless this commuting compensation is more beneficial for the AIOS.

**Article 13.5 Allowance for working irregular hours and on-call and standby shifts**

- 1 Medical interns are entitled to an allowance for working irregular hours as specified in Article 4.7.3 (Allowance for working irregular hours). The allowance will be calculated in

accordance with Article 4.7.3.1 (calculation of allowances).

- 2 Medical interns are entitled to an allowance for work performed during on-call or standby shifts in accordance with Article 4.7.4 (on-call and standby shifts). The calculation of the allowance conforms to Article 4.7.4.1 (calculation of allowance). For work carried out during on-call and standby shifts, medical interns are entitled to compensation and reimbursement in conformance with article 4.7.4.2 (Work performed during shifts).

**Article 13.6 Training regulation**

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

## Special provisions for medical specialists

### Article 14.1 **Scope of application**

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

### Article 14.2 **Special rules**<sup>8</sup>

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

### Article 14.3 **Instructions**

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

### Article 14.4 **Internal training**

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

### Article 14.5 **University employment contract**

A professor or other member of the academic staff with an employment contract with the university shall, if he is also charged with patient care, receive an appointment from the employer associated with the university as specified in Article 1.10 for the duration of the employment contract with the university.

### Article 14.6 **Dual employment**

With respect to the medical specialist who has an employment contract with both the employer specified in Article 1.10 and with the employer associated with the university, the governing board and the university board of governors shall jointly decide:

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

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<sup>8</sup> In the LOAZ it has been decided that this article will not be fleshed out either centrally or locally for the time being.



## CHAPTER 14A

# Special provisions for hospital pharmacists, clinical chemists and clinical physicists

### Article 14A.1 **Scope of application**

- 1 This chapter concerns registered hospital pharmacists, clinical chemists and clinical physicists working in this function in an UMC whose supervisors are also registered hospital pharmacists, clinical chemists or clinical physicists.
- 2 Unless specified otherwise in this CAO, the other chapters of the CAO also apply to the employees specified in the first paragraph.

### Article 14A.2 **Professional regulations**

The professional regulations of hospital pharmacists, clinical chemists and clinical physicists, as recorded in the LOAZ and linked to this CAO, apply to the hospital pharmacist, clinical chemist and clinical physicist, respectively. The applicable versions can be found under the following link: <https://www.nfu.nl/voor-umc-medewerkers/cao-universitair-medische-centra>.

### Article 14A.3 **Allowances**

- 1 The hospital pharmacist/clinical chemist/clinical physicist is entitled to a number of specific allowances.
- 2 The allowances are calculated over the salary that applies to the hospital pharmacist/clinical chemist/clinical physicist.
- 3 Except for the inconvenience allowances defined in Article 14 A.3.3, the principle of proportionality applies to the awarding and calculating of the allowances for those working part-time.
- 4 The inconvenience allowances are calculated for those working part-time over a salary derived from the average working duration of 36 hours.
- 5 The allowances form part of the pensionable salary, unless stated otherwise.

#### Article 14A.3.1 **Allowance for management activities**

The hospital pharmacist/clinical chemist/clinical physicist can be entitled to receive an allowance from the employer for carrying out management activities that are not usually part of the employee's function.

#### Article 14A.3.2 **Trainer's allowance**

The hospital pharmacist/clinical chemist/clinical physicist, who is not a professor, can be entitled to receive a trainer's allowance from the employer for carrying out trainer's activities as a competent Trainer in the context of training registrations for those professions.

#### Article 14A.3.3 **Inconvenience allowances**

- 1 The hospital pharmacist/clinical chemist/clinical physicist is awarded monthly allowances by the board for the frequency and intensity of evening, night and weekend shifts, for which they have to be available and/or present. The allowances are set over and for the duration of a calculation period.
- 2 A shift begins in principle at 18:00 and ends at 08:00 the following day. A Saturday and

Sunday count for 2 shifts per 24-hour period, from 08:00 to 18:00 and 18:00 to 08:00 the following morning. In total, there are 9 shifts per week.

- 3 For the frequency allowance the hospital pharmacist/clinical chemist/clinical physicist is allocated to one of the categories a to d, based on the average number of evening, night and weekend shifts per month.

The maximum allowance is 6%.

- a 0% for on average less than 2 evening, night or weekend shifts per month.
- b 2% for on average 2 or more but less than 6 evening, night or weekend shifts per month.
- c 4% for on average 6 or more but less than 10 evening, night or weekend shifts per month.
- d 6% for on average 10 or more evening, night or weekend shifts per month.

For interim structural changes during the calendar year, taking into consideration Article 8.5.2, further consultation will be held concerning the consequences for the amount and the adjustment of the allowance.

- 4 For the intensity allowance the hospital pharmacist/clinical chemist/clinical physicist is allocated to one of the categories a to d, based on the average number of hours worked during evening, night or weekend shifts per month.

The maximum allowance is 15%.

- a 0% for on average less than 8 hours of evening, night or weekend shifts per month.
- b 5% for on average 8 hours or more of evening, night or weekend shifts per month, but less than 16 hours of evening, night or weekend shifts per month.
- c 10% for on average 16 hours or more of evening, night or weekend shifts per month, but less than 24 hours of evening, night or weekend shifts per month.
- d 15% for on average 24 hours or more of evening, night or weekend shifts per month.

For interim structural changes during the calendar year, taking into consideration Article 8.5.2, further consultation will be held concerning the consequences for the amount and the adjustment of the allowance.

- 5 The intensity allowance concerns the average number of hours worked per month during an evening, night or weekend shift. Hours worked is defined as the time spent by the hospital pharmacist/clinical chemist/clinical physicist on direct patient care that cannot be postponed. Activities that are definitely considered in this definition include:

- consultations, intercollegial and/or by telephone,
- patient contacts,
- activities involved in recordings, etc.,
- (extra) commuting (travel time) for shifts.

- 6 The hospital pharmacist, clinical chemist and clinical physicist are not entitled to an allowance in the sense of Article 4.7.4.1 (Calculating allowance) for on-call and standby shifts.

#### Article 14A.3.4 **Guarantee allowance**

- 1 The hospital pharmacist/clinical chemist/clinical physicist who received an allowance in December 2021 as compensation for being on-call and/or present for evening, night or weekend shifts is entitled to a guarantee allowance, if he receives lower inconvenience allowances for an equivalent roster based on Article 14 A.3.3 (Inconvenience allowances)

than the allowance applicable to him in December 2021, which has a maximum of 10%. For employees who were entitled to a higher allowance than 10% in December 2021, agreements will be made on how to deal with the excess. If the higher allowance was considered compensation for a reason that now receives compensation on the basis of this chapter, the excess becomes redundant.

- 2 The guarantee allowance covers the difference between the old allowance and the new inconvenience allowances calculated on the basis of Article 14 A.3.3.
- 3 If the amount of the inconvenience allowances increases and together with the guarantee allowance as specified in this article exceeds 10%, the guarantee allowance will be reduced until the sum is 10%.
- 4 The guarantee allowance becomes redundant if the employee at his request starts working in another roster than the one he was working in on 1 December 2021.

#### Article 14A.4 **Extending working hours**

At the request of the hospital pharmacist/clinical chemist/clinical physicist, working hours of 40 hours per week on average can be agreed, if the assigned work does not fit in a 36-hour work week and these hours are demonstrably worked.

#### Article 14A.5 **Job-related budget**

- 1 The employer will provide the hospital pharmacist/clinical chemist/clinical physicist with a job-related budget annually, regardless of the extent of the working hours. This budget is intended to cover the costs associated with carrying out the function, which at least include: study costs associated with accreditation, continuing and refresher training, attending conferences and symposia and the associated travel expenses, memberships of scientific associations and professional associations and (re)registration fees for the BIG-register. This budget amounts to € 6,752 per year from 1 January 2022. The job-related budget is increased annually from 1 January by the structural increase(s) of the salary scales agreed the previous year as specified in Article 4.1.1. The job-related budget therefore amounts to € 6,866 per year with effect from 1 January 2023, and € 7,569 per year with effect from 1 January 2024.
- 2 The hospital pharmacist/clinical chemist/clinical physicist can declare up to the maximum of this amount directly to the employer for costs incurred by the activities specified in the first paragraph. Any remaining amount can be transferred to the following year with the understanding that the total budget must not exceed 150% of the sum listed in the first paragraph. The hospital pharmacist/clinical chemist/clinical physicist will submit invoices of the costs specified in the first paragraph at the employer's request.
- 3 With reference to the expenditure of the budget specified in the first paragraph requested by the hospital pharmacist/clinical chemist/ clinical physicist, to the extent that this concerns attending conferences and symposia, the department head can test the reasonableness of whether this fits the objectives of the UMC and/or the respective specialist area.
- 4 When a hospital pharmacist/clinical chemist/clinical physicist is compensated for comparable costs from another function, the expenses compensation specified in this article is granted proportionally.

**Article 14A.6 Study leave**

- 1 The hospital pharmacist/clinical chemist/clinical physicist is entitled annually to a maximum of ten days of leave for study, accreditation activities, continuing and refresher training and attending conferences and symposia.
- 2 If the continuing and refresher training is followed by the hospital pharmacist/clinical chemist/clinical physicist working part-time outside the agreed roster, he is entitled to a proportional compensation in time within the agreed roster.

## CHAPTER 15

# Special provisions for academic medical specialists

### Article 15.1 **Scope of application**

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

### Article 15.1.1 **Professional charter**

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

Article 15.2 *./.*

### Article 15.3 **Salary**

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

### Article 15.3.1 **Placement on the salary scales**

- 1 Academic medical specialists are classified into the salary scale for 'university medical specialists' in Appendix C, unless otherwise provided below. Article 4.3 (placement on the salary scales) does not apply to academic medical specialists, except for the provisions of Article 4.3.1 (salary increase).
- 2 An academic medical specialist who has entered service on a fixed-term employment contract as referred to in Article 2.3, par. 3, may be placed in the scale denoted 'medical specialist' in appendix C for a maximum of 1 year.

- 3 The academic medical specialist with an employment contract for a specified period as referred to in Article 2.4 may be placed in the scale which is denoted with ‘medical specialist’ in appendix C for a maximum of three years:
  - a to follow a course/further training;
  - b to perform work as part of a particular project.
- 4 The academic medical specialist who is appointed as a professor within the meaning of the first paragraph of Section 9.19 of the WHW at the university attached to the UMC where he is working, in the discipline in which he is employed as an academic medical specialist, shall be placed in the scale denoted by ‘professor medical specialist’ in appendix C.
- 5 The academic medical specialist who is appointed as a professor within the meaning of the first paragraph of Section 9.19 of the WHW at the university attached to the UMC where he is working, in the discipline in which he is employed as an academic medical specialist, shall, if he is also appointed as the head of a department, be placed on the scale denoted by ‘professor/professor head of department’ in appendix C.
- 6 If the appointments referred to in the third and fourth paragraphs are temporary, the provisions of the ninth paragraph shall apply mutatis mutandis.
- 7 If an academic medical specialist is transferred to a different job, otherwise than as a disciplinary sanction, with a salary scale that has a lower maximum salary than the scale that he is already on, he shall in any case retain his salary. If this salary is higher than the maximum on the new scale, he shall receive an allowance for the difference. The allowance shall also be increased in the event of a general salary increase.
- 8 The seventh paragraph is not applicable in the case of a transfer to another job in connection with the termination of an employment contract for a specified period unless the other job falls within the framework of salary scales laid down in appendix C of this CAO.
- 9 The seventh paragraph is not applicable to an academic medical specialist who is placed in a salary scale in appendix A of this CAO as a result of a decision as referred to in the fourth paragraph of Article 15.1.
- 10 The seventh paragraph is also not applicable:
  - a if at the time the salary scale referred to in the first paragraph is determined the academic medical specialist is notified in writing that his job is temporary and hence the associated salary scale shall also only apply temporarily;
  - b if the academic medical specialist is reassigned to another job in connection with incapacity to perform his work due to illness.
- 11 If an academic medical specialist chooses a voluntary demotion, not being a change in the working hours, whereby a lower salary is received in at most the 10 years directly preceding the pension age specified in the ABP pension scheme, the pension shall be based on the former pensionable salary and the usual division of the premium shall be adopted. This option shall be offered as long as the ABP pension scheme regulations provide for it.

## Article 15.4 Allowances

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

### Article 15.4.1 Allowance for 24-hour shifts

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

**Article 15.4.2 Allowance for working unsocial hours**

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

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

- 2 Academic medical specialists aged 60 or older may only be instructed to work shifts and to perform work during shifts with their consent.
- 3 The allowance referred to in the first paragraph shall lapse if the academic medical specialist no longer works shifts, unless he no longer works shifts because he has reached the age of 60. The academic medical specialist shall in that case retain the allowance that he earned in the preceding period of three years.
- 4 The allowance shall be calculated over the academic medical specialist’s monthly salary but only up to the amount denoted by salary number 7 on the scale for ‘academic medical specialists’. For academic medical specialists who do not have full-time working hours, the amount of the allowance shall be calculated over the salary that would apply for them if they did have full-time working hours but only up to the amount denoted by salary number 7 on the scale for ‘academic medical specialists’.
- 5 Academic medical specialists who do not have full-time working hours shall perform shifts in proportion to the number of hours of their appointment, unless they have no objection to participating fully in the shifts.
- 6 Academic medical specialists who are entitled to an allowance as referred to in the previous paragraphs may not at the same time qualify for an allowance as referred to in Article 15.4.1.
- 7 From 1 January 2016, academic medical specialists who are prevented from working due to illness or disability shall receive the allowance as referred to in the second and third paragraphs in accordance with the calculation in Article 8.5.2 (calculation of allowances).
- 8 The academic medical specialist who starts a new position on or after 1 January 2019 after reaching the state old age pension age is not entitled to the allowance specified in the first and third paragraphs.

**Article 15.4.2.1 Matrix**

- 1 To qualify for an allowance for working unsocial hours the academic medical specialist must perform on-call/standby shifts at least two days a month on average over the year and/or work on average for more than five hours per month during these shifts.
- 2 Academic medical specialists who meet the conditions in the first paragraph are eligible for an allowance of:



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

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

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

**Article 15.4.3 Management allowance**

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

**Article 15.4.4 Supplement**

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

**Article 15.4.5 Bonus for excellence**

- 1 With effect from 1 July 2006, academic medical specialists with a doctoral degree and a

salary on the scale in appendix C denoted by ‘academic medical specialist’ shall be awarded an allowance for excellence by the employer amounting to 8% of their salary if the employer considers that the academic medical specialist, based on documentation submitted by him, complies with at least four of the criteria referred to in the second paragraph, at least two of which must be in the category of patient care and must in any case include the fourth criterion, and at least two in the category of education, research and training of specialists.

- 2 The criteria referred to in the first paragraph read as follows:
  - a category of patient care:
    - enjoys both a national and international reputation in his or her field of expertise;
    - initiates objectively demonstrable developments in patient care and is a recognised actor in the implementation in patient care of insights and knowledge obtained from scientific research;
    - makes a substantial and innovative contribution to the development of his or her area of specialisation;
    - has been assigned significant additional responsibilities and tasks by the governing board in relation to the organisation of patient care and, among other things, manages a group of (academic) medical specialists and AIOs.
  - b category of education, research and (specialist) training:
    - is a teacher of courses certified by the RGS and/or scientific associations and supervises other (academic) medical specialists;
    - is the primary initiator of research programmes and acts as project manager and has proven ability to raise additional funding for research proposals;
    - has repeatedly served as co-thesis supervisor and regularly publishes in leading international and national magazines in his discipline and is regularly cited;
    - provides substantive input for the curriculum of educational programmes;
    - develops methods of education and initiates innovations in the field of medical education at curriculum level.
- 3 The employer may withdraw the allowance if it emerges that the academic medical specialist has for an extended period failed to meet the criteria on the basis of which the allowance was awarded.

#### **Article 15.5 Bonus for exceeding standard annual working hours**

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

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

**Article 15.6 Annual working hours and weekly working hours**

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

**Article 15.6.1 24-hour roster**

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

#### **Article 15.7 Holidays**

- 1 The first paragraph of Article 7.1.1 (holiday entitlement) is not applicable to the academic medical specialist.
- 2 The holiday entitlement of academic medical specialists is expressed in days. They are entitled to 24 days of leave per year.

#### **Article 15.8 Production-related days off**

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

#### **Article 15.9 Training and education**

- 1 Article 3.1 (training and development) is not applicable to academic medical specialists.
- 2 Academic medical specialists are entitled to such personal development and training as to enable them to perform their jobs adequately.
- 3 The employer may decide to allow an academic medical specialist to follow training and education in the context of an investigation as referred to in the second paragraph of Article 11.8 (termination of contract of employment due to reorganisation).
- 4 The employer may decide to allow the academic medical specialist to follow a management course or a similar course.
- 5 The employer shall pay the costs and the time involved in the training referred to in the third paragraph to the extent that they can actually and within reason be attributed to the training.
- 6 The costs of the training referred to in the fourth paragraph shall be borne by the employer to the extent that they can be demonstrated and can within reason be attributed to the training, unless otherwise agreed in the annual appraisal. Half of the time involved in the training, to the extent that it can actually and within reason be attributed to the training, shall be on the academic medical specialist's own time, unless otherwise agreed in the annual appraisal.
- 7 With respect to the reimbursement of costs referred to in the fifth and sixth paragraphs, Articles 3.1.1 (costs) to 3.1.4 (hardship clause) shall apply mutatis mutandis.

#### **Article 15.9.1 Job-related expenses**

- 1 Regardless of the number of annual working hours, the employer shall provide a job-related budget for each academic medical specialist towards the costs associated with the performance of his job, which costs shall in any case include study costs for the purpose of accreditation, further training and retraining, visits to congresses and symposiums, including the associated travel costs, memberships of scientific associations, the Royal Dutch Medical Association (KNMG) and professional associations, (re)registration fees for

the BIG-register and specialists register RGS. This budget amounts to € 6,752 a year from 1 January 2022. The job-related budget will be increased annually with effect from 1 January by the permanent increase(s) in the salary scales as referred to in Article 4.1.1 that were agreed in the preceding year. Therefore, the job-related budget amounts to: € 6,866 per year with effect from 1 January 2023, and € 7,569 per year with effect from 1 January 2024.

- 2 The academic medical specialist may claim reimbursement of expenses incurred in connection with the activities stipulated in the first paragraph up to a maximum of this amount directly from the employer. Any balance may be carried over to the following year with the proviso that the total budget may not exceed 150% of the amount referred to in the first paragraph. The academic medical specialist shall on request by the employer submit the invoices for the expenses referred to in the first paragraph.
- 3 The head of department may incidentally assess whether visits to congresses and symposiums that the academic medical specialist intends to fund from the budget referred to in the first paragraph fit in with the objective of the UMC and/or the relevant discipline.
- 4 If an academic medical specialist is reimbursed for similar expenses by virtue of another employment relationship, the expenses referred to in this article shall be reimbursed pro rata.

#### **Article 15.9.2 Study leave**

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

#### **Article 15.10 Evening/night shifts during pregnancy and after childbirth**

A female academic medical specialist cannot be obliged to work evening and/or night shifts:

- a After the third month of pregnancy until maternity leave, and
- b For six months after childbirth while breastfeeding or expressing milk.  
In this period entitlement to the allowance for 24-hour shifts or calculation of the allowance for working unsocial hours is based on the actual shift pattern worked.

#### **Article 15.11 Extra personal budget**

For the academic medical specialist, the reduction of the standard annual hours as a purpose for which the extra personal budget can be used as referred to in Article 3.3.2, paragraph 1 under a (purposes for which the personal budget can be used) is expressed in extra days off.

#### **Article 15.12 Transitional provision**

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

## CHAPTER 16

# Special provisions for students

### Article 16.1 **Scope of application**

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

### Article 16.2 **./.**

### Article 16.3 **Rules and regulations**

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

### Article 16.4 **Termination of training**

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

### Article 16.5 **Pre-clinical training period <sup>9</sup>**

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

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<sup>9</sup> To provide a complete outline of the period of training, the provisions concerning the pre-clinical training period are included in the CAO UMC. During this period, however, the student is not employed by the UMC and is therefore not an employee.

**Article 16.6 Clinical training period**

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

**Article 16.6.1 Annual working hours**

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

**Article 16.6.2 Salary**

- 1 During the clinical training period students at qualification level 4/6 shall be placed on scale A as set out in appendix D of this CAO, on the basis of an average working week of 36 hours.
- 2 During the clinical period students at qualification level 2/3 shall be placed on scale B as set out in appendix D of this CAO, on the basis of an average working week of 36 hours.
- 3 When deciding where to place students on a scale, relevant work experience and possibly shortened tracks will be taken into account. To grade a student, the student's level, or his year of study, is decisive.
- 4 So long as the student has not reached the maximum salary in the relevant scale the employer shall award the next higher amount in the scale after each period of one year if the student is admitted to a following period of training.

**Article 16.6.3 Costs of training**

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

**Article 16.6.4 Assessment**

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

**Article 16.6.5 Employment immediately following training**

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

## Special provisions for other staff in training

### Article 17.1 **Scope of application**

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

### Article 17.2 **Employment contract for an indefinite period**

In conformance with Article 2.4.4 par. 4 (training), employees with an employment contract for an indefinite period shall remain in employment for an indefinite period on commencement of the training.

### Article 17.3 **Salary**

- 1 Article 4.2 (job grading and transitional regulations) and Article 4.3 (classification on salary scales) are not applicable to employees to whom this chapter applies.
- 2 For researchers in training (OIO) with a contract of employment to secure a doctoral degree, the salary scale specified in appendix D in this CAO applies for the duration of the employment contract.
- 3 The employer shall place the OIO at salary number 0 on the applicable salary scale on commencement of employment. The salary of the OIO shall be increased to the next higher amount after every period of 12 months if in the opinion of the employer he is making good progress with his doctoral study and performing his job properly.
- 4 If the CAO UMC does not state a specific salary scale for the employee in training, the employer determines the salary scale within the remuneration structure in the UMC.
- 5 When assigning professionals in training to a scale, their relevant work experience and possibly shortened tracks are taken into account. When assigning professionals in training to a scale, the level of the professional in training, or the year of training of the student, is decisive.
- 6 When assigning hospital pharmacists, clinical chemists, clinical physicists and psychologists in training to a scale, the job-relevant work experience in a comparable job (in hospital or otherwise) or research is counted.

### Article 17.4 **Training**

The Governing Board shall determine:

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



**Article 17.4.1 Costs of training**

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

**Article 17.4.2 Training during working hours**

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

**Article 17.4.3 Assessment**

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

**Article 17.4.4 Graduation bonus for researchers in training (OIOs)**

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

**Article 17.5 Termination of employment contract**

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

## CHAPTER 18

# Provisions concerning the terms of employment selection model

### Article 18.1 Selection model

- 1 Every year the employee shall be given the opportunity to design part of his terms of employment by choosing to use particular entitlements for a different purpose.
- 2 The choices consist of exchanging:
  - a time for time;
  - b money for entitlements in kind or extra pension entitlements;
  - c money for time, namely: additional vacation hours and informal care leave hours as specified in Article 7.1.2 and Appendix L.
- 3 The exchange of time shall only apply to entitlements in time that have been accrued since 1 January 2002. The normal rules with respect to taking leave and payment for leave shall apply for entitlement to leave that existed on that date.
- 4 The employer may lay down rules for the implementation of the provisions of this chapter.

### Article 18.2 Time for time

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

- 8 If the employment is terminated by discharge, the employee must take the accrued leave prior to the date of discharge. In those cases where the leave cannot be taken or the employer requests the employee not to take the leave prior to discharge, the accrued savings shall be paid in cash.
- 9 In the event of the employee's death, the savings are paid to the heirs.

**Article 18.3 Money for entitlements in kind or extra pension**

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

**Article 18.4** ./.

**Article 18.5 Hardship clause**

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



## Appendices, subject index

## APPENDIX A: SALARY SCALES

### Salary scales 1 to 5

Monthly amounts in euros on the basis of full working hours

Salary scale to 1-1-2022					Salary scale from 1-1-2022					salary 1-8-2021 €	salary 1-1-2022 €	salary 1-8-2022 €	salary 1-1-2023 €	salary 1-11-2023 €
1	2	3	4	5	1	2	3	4	5					
0										1.867				
	0									1.906				
1		0								1.945				
	1	1	0							1.987				
2			1							2.025				
3	2	2		0						2.064				
4			2							2.103				
5	3	3		1	0	0	0	0	0	2.147	2.184	2.245	2.380	2.475
6	4		3		1	1	1	1		2.206	2.206	2.267	2.403	2.499
	5	4		2		2	2	2	1	2.270	2.270	2.331	2.471	2.570
	6	5	4			3	3	3	2	2.346	2.346	2.407	2.551	2.653
	7	6	5	3		4	4	4	3	2.428	2.428	2.489	2.638	2.744
		7	6	4			5	5	4	2.497	2.497	2.558	2.711	2.819
		8	7	5			6	6	5	2.570	2.570	2.631	2.789	2.901
		9	8	6			7	7	6	2.638	2.638	2.699	2.861	2.975
			9	7				8	7	2.708	2.708	2.769	2.935	3.052
			10	8				9	8	2.779	2.779	2.840	3.010	3.130
				9					9	2.844	2.844	2.905	3.079	3.202
				10					10	2.914	2.914	2.975	3.154	3.280

From 1 January 2022 the minimum wage has become € 2184 gross per month as a result of the increase in the minimum wage to € 14 gross per hour. From that date incremental pay rises from salary scales 1 - 5 are void as a result.

Transposition table from 1-1-2022 in connection with the increased minimum wage to € 14 gross per hour:

Salary scale and incremental pay rise through 31-12-2021		→	Salary scale and incremental pay rise from 1-1-2022	
Salary scale	Incremental pay rise		Salary scale	Incremental pay rise
1	0 t/m 5	→	1	0
1	6	→	1	1
2	0 t/m 3	→	2	0
	4	→		1
	5	→		2
	6	→		3
	7	→		4
3	0 t/m 3	→	3	0
	4	→		2
	5	→		3
	6	→		4
	7	→		5
	8	→		6
	9	→		7
4	0 t/m 2	→	4	0
	3	→		1
	4	→		3
	5	→		4
	6	→		5
	7	→		6
	8	→		7
	9	→		8
	10	→		9
5	0 t/m 1	→	5	0
	2	→		1
	3 t/m 10	→		no change

## Salary scales 6 to 10

Monthly amounts in euros on the basis of full working hours

Salary scale					salary	salary	salary	salary	salary
6	7	8	9	10	1-8-2021	1-1-2022	1-8-2022	1-1-2023	1-11-2023
					€	€	€	€	€
0					2.206	2.206	2.267	2.403	2.499
1					2.270	2.270	2.331	2.471	2.570
2					2.428	2.428	2.489	2.638	2.744
	0				2.497	2.497	2.558	2.711	2.819
3	1				2.570	2.570	2.631	2.789	2.901
4					2.638	2.638	2.699	2.861	2.975
5	2				2.708	2.708	2.769	2.935	3.052
6					2.779	2.779	2.840	3.010	3.130
7	3	0			2.844	2.844	2.905	3.079	3.202
8	4				2.914	2.914	2.975	3.154	3.280
9	5	1		0	2.986	2.986	3.047	3.230	3.359
10	6				3.054	3.054	3.115	3.302	3.434
	7	2	0	1	3.125	3.125	3.188	3.379	3.514
	8				3.197	3.197	3.261	3.457	3.595
	9	3	1	2	3.271	3.271	3.336	3.536	3.677
	10	4			3.355	3.355	3.422	3.627	3.772
		5	2	3	3.436	3.436	3.505	3.715	3.864
		6			3.506	3.506	3.576	3.791	3.943
		7	3	4	3.580	3.580	3.652	3.871	4.026
		8			3.655	3.655	3.728	3.952	4.110
		9	4	5	3.724	3.724	3.798	4.026	4.187
		10			3.787	3.787	3.863	4.095	4.259
			5	6	3.864	3.864	3.941	4.177	4.344
			6	7	4.000	4.000	4.080	4.325	4.498
			7	8	4.148	4.148	4.231	4.485	4.664
			8	9	4.284	4.284	4.370	4.632	4.817
				10	4.418	4.418	4.506	4.776	4.967
				11	4.553	4.553	4.644	4.923	5.120
				12	4.707	4.707	4.800	5.088	5.292



## Salary scales 11 to 14

Monthly amounts in euros on the basis of full working hours

Salary scale				salary	salary	salary	salary	salary
11	12	13	14	1-8-2021 €	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
0				4.000	4.000	4.080	4.325	4.498
1				4.148	4.148	4.231	4.485	4.664
2				4.284	4.284	4.370	4.632	4.817
3				4.418	4.418	4.506	4.776	4.967
4				4.553	4.553	4.644	4.923	5.120
5				4.707	4.707	4.800	5.088	5.292
6	0			4.857	4.857	4.952	5.249	5.459
7	1			4.996	4.996	5.092	5.398	5.614
8	2			5.133	5.133	5.230	5.544	5.766
9	3			5.276	5.276	5.375	5.698	5.926
10	4			5.412	5.412	5.512	5.843	6.077
11				5.483	5.483	5.584	5.919	6.156
	5	0		5.557	5.557	5.659	5.999	6.239
	6	1		5.695	5.695	5.798	6.146	6.392
	7	2	0	5.828	5.828	5.932	6.288	6.540
	8	3	1	5.970	5.970	6.076	6.441	6.699
	9	4	2	6.147	6.147	6.254	6.629	6.894
	10			6.229	6.229	6.337	6.717	6.986
		5	3	6.318	6.318	6.427	6.813	7.086
		6	4	6.494	6.494	6.605	7.001	7.281
		7	5	6.670	6.670	6.783	7.190	7.478
		8		6.753	6.753	6.867	7.279	7.570
			6	6.845	6.845	6.959	7.377	7.672
			7	7.031	7.031	7.147	7.576	7.879
			8	7.220	7.220	7.338	7.778	8.089
			9	7.417	7.417	7.537	7.989	8.309

## Salary scales 15 to 18

Monthly amounts in euros on the basis of full working hours

Salary scale				salary	salary	salary	salary	salary
15	16	17	18	1-8-2021 €	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
0				6.318	6.318	6.427	6.813	7.086
1				6.494	6.494	6.605	7.001	7.281
2				6.670	6.670	6.783	7.190	7.478
3	0			6.845	6.845	6.959	7.377	7.672
4	1			7.031	7.031	7.147	7.576	7.879
5	2			7.220	7.220	7.338	7.778	8.089
6	3	0		7.417	7.417	7.537	7.989	8.309
7	4	1		7.653	7.653	7.776	8.243	8.573
8	5	2		7.893	7.893	8.018	8.499	8.839
9	6	3	0	8.141	8.141	8.268	8.764	9.115
	7	4	1	8.421	8.421	8.551	9.064	9.427
	8	5	2	8.719	8.719	8.852	9.383	9.758
	9	6	3	9.032	9.032	9.168	9.718	10.107
		7	4	9.350	9.350	9.490	10.059	10.461
		8	5	9.683	9.683	9.826	10.416	10.833
		9	6	10.026	10.026	10.172	10.782	11.213
			7	10.378	10.378	10.528	11.160	11.606
			8	10.739	10.739	10.892	11.546	12.008
			9	11.116	11.116	11.273	11.949	12.427

## APPENDIX AA:

# Salary scales for middle groups in patient care

Salary scales 5M - 10M from 01-08-2021 to 31-12-2021

Monthly amounts in euros on the basis of full working hours

Salary scale						salary
5M	6M	7M	8M	9M	10M	1-8-2021 €
0						2,064
						2,099
1						2,147
	0					2,206
2	1					2,272
						2,350
3	2					2,435
4		0				2,507
5	3	1				2,582
6	4					2,653
7	5	2				2,725
8	6					2,799
9	7	3	0			2,866
10	8	4				2,938
	9	5	1		0	3,013
	10	6				3,083
		7	2	0	1	3,157
		8				3,231
		9	3	1	2	3,308
		10	4			3,395
			5	2	3	3,479
			6			3,551
			7	3	4	3,628
			8			3,705
			9	4	5	3,777
			10			3,842
				5	6	3,921
				6	7	4,059
				7	8	4,209
				8	9	4,347
					10	4,483
					11	4,620
					12	4,777

## Salary scales 5M - 10M from 01-01-2022

Monthly amounts in euros on the basis of full working hours

Salary scale						salary	salary	salary	salary
5M	6M	7M	8M	9M	10M	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
0						2.184	2.184	2.315	2.408
1						2.283	2.283	2.420	2.517
2	0					2.352	2.352	2.493	2.593
3	1					2.520	2.520	2.671	2.778
4		0				2.595	2.595	2.751	2.861
5	2	1				2.672	2.672	2.832	2.945
6	3					2.746	2.746	2.911	3.027
7	4	2				2.820	2.820	2.989	3.109
8	5					2.897	2.897	3.071	3.194
9	6	3	0			2.966	2.966	3.144	3.270
10	7	4				3.041	3.041	3.223	3.352
	8	5	1			3.118	3.118	3.305	3.437
	9	6				3.191	3.191	3.382	3.517
		7	2	0		3.267	3.267	3.463	3.602
		8				3.344	3.344	3.545	3.687
		9	3	1	0	3.424	3.424	3.629	3.774
		10	4			3.514	3.514	3.725	3.874
		11	5	2	1	3.601	3.601	3.817	3.970
		12	6			3.675	3.675	3.896	4.052
			7	3	2	3.755	3.755	3.980	4.139
			8			3.835	3.835	4.065	4.228
			9	4	3	3.909	3.909	4.144	4.310
			10			3.976	3.976	4.215	4.384
			11	5	4	4.058	4.058	4.301	4.473
			12	6	5	4.201	4.201	4.453	4.631
				7	6	4.356	4.356	4.617	4.802
				8	7	4.499	4.499	4.769	4.960
				9	8	4.640	4.640	4.918	5.115
				10	9	4.782	4.782	5.069	5.272
					10	4.944	4.944	5.241	5.451
					11	5.103	5.103	5.409	5.625
					12	5.251	5.251	5.566	5.789

## Salary scales for nurses from 01-08-2021 to 31-12-2021

Monthly amounts in euros on the basis of full working hours

Salary scale				salary
8aM	8b=8M	9aM	9b=9M	1-8-2021 €
	0			2.866
0	1			3.013
1				3.083
2	2		0	3.157
3	3	0	1	3.308
4	4	1		3.395
5	5	2	2	3.479
6	6			3.551
7	7	3	3	3.628
	8			3.705
	9	4	4	3.777
	10			3.842
		5	5	3.921
		6	6	4.059
			7	4.209
			8	4.347

## Salary scales for nurses from 01-01-2022

Monthly amounts in euros on the basis of full working hours

Salary scale				salary	salary	salary	salary
8aM	8b=8M	9aM	9b=9M	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
	0			2.966	2.966	3.144	3.270
0	1			3.118	3.118	3.305	3.437
1				3.191	3.191	3.382	3.517
2	2		0	3.267	3.267	3.463	3.602
3	3	0	1	3.424	3.424	3.629	3.774
4	4	1		3.514	3.514	3.725	3.874
5	5	2	2	3.601	3.601	3.817	3.970
6	6			3.675	3.675	3.896	4.052
7	7	3	3	3.755	3.755	3.980	4.139
8	8			3.835	3.835	4.065	4.228
9	9	4	4	3.909	3.909	4.144	4.310
	10			3.976	3.976	4.215	4.384
	11	5	5	4.058	4.058	4.301	4.473
	12	6	6	4.201	4.201	4.453	4.631
		7	7	4.356	4.356	4.617	4.802
		8	8	4.499	4.499	4.769	4.960
			9	4.640	4.640	4.918	5.115
			10	4.782	4.782	5.069	5.272

## APPENDIX B

### Salary scale for medical interns (scale 11a)

Monthly amounts in euros on the basis of full working hours

<b>11a</b>	<b>salary</b>	<b>salary</b>	<b>salary</b>	<b>salary</b>	<b>salary</b>
	1-8-2021 €	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
0	3.724	3.724	3.798	4.026	4.187
1	3.864	3.864	3.941	4.177	4.344
2	4.000	4.000	4.080	4.325	4.498
3	4.148	4.148	4.231	4.485	4.664
4	4.284	4.284	4.370	4.632	4.817
5	4.418	4.418	4.506	4.776	4.967
6	4.553	4.553	4.644	4.923	5.120
7	4.707	4.707	4.800	5.088	5.292
8	4.857	4.857	4.952	5.249	5.459
9	4.996	4.996	5.092	5.398	5.614
10	5.133	5.133	5.230	5.544	5.766

## APPENDIX C

# Salary scales of academic medical specialists

Monthly amounts in euros on the basis of full working hours

	salary 1-8-2021 €	salary 1-1-2022 €	salary 1-8-2022 €	salary 1-1-2023 €	salary 1-11-2023 €
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### Medical Specialist (MS) scale

0	6.266	6.266	6.375	6.758	7.028
1	6.811	6.811	6.925	7.341	7.635
2	7.491	7.491	7.612	8.069	8.392

### University Medical Specialist (UMS) scale

0	8.296	8.296	8.425	8.931	9.288
1	8.771	8.771	8.905	9.439	9.817
2	9.241	9.241	9.379	9.942	10.340
3	9.721	9.721	9.864	10.456	10.874
4	10.194	10.194	10.342	10.963	11.402
5	10.671	10.671	10.824	11.473	11.932
6	11.146	11.146	11.303	11.981	12.460
7	11.624	11.624	11.786	12.493	12.993
8	12.098	12.098	12.265	13.001	13.521

### Professor/Medical Specialist (H/MS) scale

0	10.541	10.541	10.692	11.334	11.787
1	10.911	10.911	11.066	11.730	12.199
2	11.276	11.276	11.435	12.121	12.606
3	11.644	11.644	11.806	12.514	13.015
4	12.016	12.016	12.182	12.913	13.430
5	12.381	12.381	12.551	13.304	13.836
6	12.748	12.748	12.921	13.696	14.244
7	13.112	13.112	13.289	14.086	14.649

### Professor, Professor/Department head (H,H/A) scale

0	12.312	12.312	12.481	13.230	13.759
1	12.743	12.743	12.916	13.691	14.239
2	13.174	13.174	13.352	14.153	14.719
3	13.597	13.597	13.779	14.606	15.190
4	14.027	14.027	14.213	15.066	15.669
5	14.462	14.462	14.653	15.532	16.153
6	14.888	14.888	15.083	15.988	16.628
7	15.314	15.314	15.513	16.444	17.102



## APPENDIX D

### Salary scale for students and researchers in training

Monthly amounts in euros on the basis of full working hours

<b>Pre-clinical training period</b>					
	1-8-2021	1-1-2022	1-8-2022	1-1-2023	1-11-2023
	€	€	€	€	€
allowance	450	450	450	450	450

<b>Expenses compensation for interns</b>					
	1-8-2021	1-1-2022	1-8-2022	1-1-2023	1-11-2023
	€	€	€	€	€
	100	100	100	100	100

Monthly amounts in euros on the basis of full working hours

<b>Clinical period</b>					
<b>Scale A</b>	salary	salary	salary	salary	salary
	1-8-2021	1-1-2022	1-8-2022	1-1-2023	1-11-2023
	€	€	€	€	€
first year	1.424	1.424	1.485	1.574	1.637
second year	1.780	1.780	1.841	1.951	2.029
third year	2.000	2.000	2.061	2.185	2.272
fourth year	2.181	2.181	2.242	2.377	2.472

<b>Scale B</b>	salary	salary	salary	salary	salary
	1-8-2021	1-1-2022	1-8-2022	1-1-2023	1-11-2023
	€	€	€	€	€
first year	1.200	1.200	1.261	1.337	1.390
second year	1.335	1.335	1.396	1.480	1.539
third year	1.570	1.570	1.631	1.729	1.798

If the amount in the scale is lower than the minimum wage associated with the age of the student, this minimum wage is paid instead.

For trainees aged 21 years and older, a minimum wage of € 14 per hour applies. This means that these trainees receive a salary of at least € 2,184 based on a full-time working period.

## Salary scale researchers in training

Monthly amounts in euros on the basis of full working hours

	salary 1-8-2021 €	salary 1-1-2022 €	salary 1-8-2022 €	salary 1-1-2023 €	salary 1-11-2023 €
0	2.570	2.570	2.631	2.789	2.901
1	2.986	2.986	3.047	3.230	3.359
2	3.125	3.125	3.188	3.379	3.514
3	3.271	3.271	3.336	3.536	3.677

### APPENDIX DA:

## Salary scale for Jobs and Jobs Quota (Work Disabled Persons) Act

incremental pay rise	Minimum wage
1	100.0%
2	102.5%
3	105.0%
4	107.5%
5	110.0%
6	112.5%
7	115.0%
8	117.5%
9	120.0%

## APPENDIX E

### Minimum holiday allowance

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

	€
1-8-2021	183,78
1-8-2022	187,46
1-1-2023	198,71
1-11-2023	206,66

## APPENDIX F

### Amounts of deputising allowance

Monthly amounts in euros on the basis of full working hours

Sums of substitution bonus for regular scales (appendix A)

Salary scale	1-8-2021 €	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
3	115	121	124	131	136
4	119	124	127	135	140
5	124	127	131	138	144
6	132	132	135	143	148
7	146	146	150	158	165
8	166	166	169	179	187
9	185	185	189	200	208
10	192	192	196	208	216
11	237	237	242	256	266
12	277	277	282	299	311
13	308	308	313	332	345
14	331	331	337	357	371
15	361	361	367	389	405
16	397	397	403	427	444
17	436	436	443	469	488
18	481	481	489	518	539

Sums of substitution bonus scales for middle groups in patient care (appendix Aa)

Salary scale	1-8-2021 €	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
5M	125	131	131	138	144
6M	132	139	139	147	153
7M	148	157	157	166	173
8aM	166	176	176	186	194
8M	168	179	179	190	198
9aM	184	198	198	210	218
9M	188	201	201	213	222
10M	195	217	217	230	239

Sums of substitution bonus for academic medical specialists (appendix C)

Salary scale	1-8-2021 €	1-1-2022 €	1-8-2022 €	1-1-2023 €	1-11-2023 €
MS	344	344	350	371	386
UMS	510	510	517	548	570
H/MS	591	591	600	636	661
H,H/A	691	691	700	742	772

## APPENDIX G

# Allowances for trainees and interns

## 1 ALLOWANCES FOR TRAINEES

### Scope of application

There is an allowance scheme within the UMCs for internships lasting at least 1 month (144 hours) for:

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

The scope of application of the internship allowance scheme is being expanded from 1 January 2022 to all intermediate vocational, higher vocational or university-level programmes under the condition that:

- the internship focuses on direct patient care,
- the internship is a structured and mandatory part of the programme, and
- the internship lasts at least 1 month (144 hours).

This expansion also applies to internships started before 1 January 2022 and lasting at least 144 hours in 2022.

The internship allowance scheme does not apply to interns.

### Amount of internship allowance

The internship allowance amounts to:

<i>Effective date:</i>	<i>Internship allowance:</i> €
1 August 2021	351,-
1 August 2022	358,-
1 August 2023	379,-
1 August 2023	394,-

The sums in the table are gross sums per month for a full-time internship.

The internship allowance will be indexed in line with the permanent salary increase as per the CAO.

### Allowance for interns

From 1 January 2019 interns receive an allowance of € 100 gross per month during the period that they are working as an intern in an UMC, in addition to the compensation scheme active in the UMC where the intern is following the internship, which is at least at the level valid on 19 September 2018.

## 2 TRAVEL EXPENSES FOR TRAINEES AND INTERNS

### **Scope of application**

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

### **Size of the allowance**

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

## APPENDIX H

# Training regulation for AIOs

Regulation in implementation of Article 13.6 of the CAO UMC.

### Article 1 Definitions

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

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

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

### Article 2 Obligations of the trainer

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

### Article 3 Obligations of the AIOs

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

### Article 4 Obligations of the employer

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

### Article 5 Joint obligation

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

**Article 6 Organisation of the training**

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

**Article 7 Assessment**

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

**Article 8 Commencement and conclusion of training**

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

**Article 10 Responsibility**

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



**Article 11 Disputes**

- 1 Disputes relating to the training shall be submitted to the RGS in accordance with the appropriate regulations.
- 2 With respect to other disputes which arise with regard to the application of this training regulation but do not relate to the training, any of the parties concerned may submit a written appeal, as described in Article 1.12 (Internal appeal procedure).

### Professional charter

#### Whereas:

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

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<sup>10</sup> \* The professional charter still talks about academic hospital because the WHW does so. By academic hospital, it means UMC.

## the following provisions apply for the medical specialists:

### Article 1 Definitions

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

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

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

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

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

**The medical specialist:** medical specialists who are registered as such with the Medical Specialists Registration Committee (Registratiecommissie Geneeskundig Specialisten, RGS) of the KNMG.

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

### Article 2 General provisions

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

### Article 3 Effective provision of care

- 1 The governing board may lay down rules with respect to the efficient, effective and patient-oriented provision of care.

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

#### **Article 4 Facilities**

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

#### **Article 5 Medical policy**

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

#### **Article 6 Patient care**

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

- 7 The medical specialist must notify the head of the department if in incidental cases the medical specialist has valid reasons not to undertake treatment or to suspend treatment on the grounds of his professional responsibility towards the patient. The medical specialist shall in such cases take measures, in consultation with the patient, to guarantee the continuity of the treatment.

#### **Article 7 Professional standards**

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

#### **Article 8 Provision of information to others providing treatment**

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

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

- 1 The medical specialist is obliged to create a file concerning the treatment of every patient he is treating and to keep it up to date in accordance with the rules, procedures and instructions of the university hospital.
- 2 Persons other than those directly involved in the treatment of the patient may only inspect the medical file with the permission of the patient/parents and after consultation with the medical specialist or his successor.
- 3 Information from the medical file may not be published without the permission of the patient concerned, unless there are circumstances as referred to in Section 7:458 of the Netherlands Civil Code, in which case the medical specialist concerned or his successor shall ensure that the interests of the patient are not harmed.

- 4 The governing board is obliged to ensure that the medical files can be kept safely in the hospital and that the confidentiality of their contents is assured.
- 5 The governing board shall ensure that the medical files are available to the treating specialist if this is necessary for the treatment of the patient, or in appropriate situations to other practitioners directly involved in the treatment, even outside normal hours.
- 6 The governing board shall ensure that the medical files are stored in the medical archives of the hospital and are available to the treating specialists, and on request to the patients they are treating, both during their employment contract and afterwards in accordance with the prescribed standards.
- 7 The governing board and the medical specialist shall observe the prevailing rules for the protection of information affecting the privacy of the patient. These rules relate to inspection and copying of information, access to the use of information, the provision of information, the length of time it has to be saved, corrections to or addition of information and the manner of storage and destruction of data.

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

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

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

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

board and the head of department make a reasonable contribution to (the development and implementation of) transmural care and/or other innovative forms of care.

**Article 12 Training**

- 1 If requested to do so by the governing board/head of department, the medical specialist is obliged to assist in the training of AIOs in accordance with the relevant requirements laid down by the Medical Specialists Registration Committee (RGS) and others.
- 2 The medical specialist shall on request by the governing board/head of department assist in the training and/or retraining of the staff of the university hospital, as well as in any courses given by the university hospital.

**Article 13 Scientific research and education**

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

# Social Policy of University Medical Centres

### Article 1 **General**

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

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

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

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

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

### Article 2 **Objectives**

The central objective of the social policy is to stimulate and motivate employees to work to achieve the objectives of the UMCs. The focus in the social policy to be implemented during an organisational change is to support employees to move to another job.

### Article 3 **Stimulating and motivating employership**

Stimulating and motivating employership shall for example be reflected in:

#### **Organisational structure**

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

#### **Organisational changes**

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



### **Terms of employment**

- The meaningful work that employees do in the UMCs and the passion for patient, research and education must go hand in hand with a suitable salary and a suitable working conditions package.
- The entirety of salary and other working conditions must contribute to the fact that working at an UMC is attractive.
- The promotion of good working conditions as far as the possibilities of the institution allow.
- The application of the terms of employment as a good employer.

### **Consultation**

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

### **Career development**

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

### **Part-time work**

- The removal as far as possible of barriers to part-time work, even for senior and management positions.
- Recommendations from the Stichting Het Potentieel Pakken are actively included in talks with employees. CAO-parties shall make agreements about the further implementation of concrete regulations based on these recommendations.

### **Age-conscious HR policy**

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

### **Safety, health and welfare**

- The creation of good working conditions from the perspective of safety, health and welfare.
- The provision of expert counselling for employees whose ability to perform their job is limited for health or social reasons and taking adequate measures if necessary.
- The pursuit of a specific policy to prevent sexual intimidation.
- The outcomes of the 'Aggression and unwanted behaviour on the workforce (report for total healthcare and welfare sector)' study of March 2021 will be implemented; this report was commissioned by PGGM&CO and the Ministry of Public Health, Welfare and Sport. This will include organising and implementing e.g. educational activities and training of skills.

### **Social report**

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

## APPENDIX K

# (Quality)registers and professional associations in healthcare

### List based on Article 3.1.5

This list will be updated by the next CAO UMC.

Association	BIG-registration	Other or additional registers
AVBZ (VHP-Zorg)	-	Quality register For Maternity carers (KCKZ)
EN	Ergotherapist (Article 34)	Quality register for Paramedics
FVB	Expressive therapist: neither Article 3 nor Article 34 applies	Expressive Therapy Register
KNGF	Physiotherapist (Article 3)	Quality register for Physiotherapy NL (KRF NL)
KNOV	Midwife (Article 3)	Quality register of Midwives Quality register for Basic echoscopy
LAD	All doctors (Article 3)  The registration is valid for both practices for 5 years and is for all doctors including doctors in training as specialist and specialists.	Medical Registration Council (RGS)  <i>Cluster 1:</i> GPs, specialists in geriatrics, doctors specialised in mentally handicapped patients, physicians specialised in the area of international preventive and social medicine and tropical medicine, addiction medicine, cosmetic medicine  <i>Cluster 2:</i> medical specialists; physicians specialised in the area of emergency medicine, hospital medicine  <i>Cluster 3:</i> specialists in work and health, specialists in society and health and 9 profile registers of public health officers
LAD: NVKC	Clinical Chemist: neither Article 3 nor Article 34 applies	NVKC Quality register
LAD: NVKF	Clinical Physicist (Article 34)	Quality register for the Dutch Medical Physicist Training Foundation (OKF)
LAD: NVVTG	Clinical Technologist	NVVTG Quality register  TGS register for Clinical Technologists with an advanced specialisation in a recognised fellowship.
LAD: NVZA	Pharmacist (Article 3)	Specialists register Hospital pharmacists (via KNMP) in Specialists Registration Committee (SRC)(Article 14 Wet BIG)
NAPA	Physician Assistant (Article 3)	Quality register for Physician Assistants

Association	BIG-registration	Other or additional registers
KNMT	Dentist (Article 3) Period: 5 years (first effective date 1 January 2012) For the BIG registration of an oral and maxillofacial surgeon, both registration as a dentist and as a doctor applies, thus 2x € 85	Dentist-specialist (Article 14): oral and maxillofacial surgeon and orthodontist  Registration committee Dental Specialisms  Quality register for Dentists (KRT)
NIP	Concerning the NIP there are 4 professions:  Healthcare psychologist (Art. 3)  Psychotherapist (Art. 3)  Clinical psychologist (Art. 14)  Clinical neuropsychologist (Art. 14)  FGzPt (costs see p. 1) The FGzPt is the formal registrar of the BIG-registrations of Clinical Psychologist and Clinical Neuropsychologist	<b>Psychologist NIP</b> The profession of a psychologist is not legally protected. This means that anyone can call themselves a psychologist, regardless of his training or work experience. To guarantee the quality of the professional group, the NIP has registered the service mark PSYCHOLOG NIP. The service mark promotes the recognition of university-trained psychologists and thus protects the professional group and the client. This concerns adding the title 'Psychologist NIP'  <b>Occupational and organisational psychologist NIP</b>  <b>Child and youth psychologist NIP</b>  <b>Work and health psychologist NIP</b>  <b>Primary care psychologist NIP</b>  <b>Body-oriented psychologist NIP</b>  <b>Psychologist Mediator NIP</b>  <b>Stichting Kwaliteitsregister Jeugd</b> <i>Child and youth psychologist Specialist NIP</i>  <b>Basic Certificate in Psychodiagnostics (BAPD) based on more advanced registration</b> (e.g. NIP KJ) psychologist, GZ-psychologist, Clinical (neuro)psychologist)  <b>Basic Certificate in Psychodiagnostics (BAPD)</b>
NVBMH	Bachelor Medical care provider (art. 36a). Soon temporary registration (trial professions)	NVBMH Quality register
NVD	Dietician (Article 34)	Quality register for Paramedics

Association	BIG-registration	Other or additional registers
NVGZP	Healthcare psychologist (Article 3) Clinical Psychologist (article 14 specialism) and Clinical Neuropsychologist (article 14 specialism).  FGzPt (costs see p. 1) The FGzPt is the formal registrar of the BIG-registrations for Clinical Psychologist and Clinical Neuropsychologist	-
NVL	-	The register of the IBLCE (the International Board of Lactation Consultant Examiners®). This is the independent international certification agency that certifies IBCLCs.
NVM	Dental hygienist (Article 34)  From 1 April 2020 it has been possible to register in the temporary BIG register (experiment temporary authorisation)	Quality register for Dental hygienists (KRM)
NVO	BIG-registration is possible for NVO-members: 1. Healthcare psychologist (Art. 3) 2. Psychotherapist (Art. 3) 3. Clinical psychologist (Art. 14) 4. Clinical neuropsychologist (Art. 14) 5. Remedial educationalist (from 1-1-2020)  FGzPt (cost see p. 1) The FGzPt is the formal registrar of the BIG-registrations for Clinical Psychologist and Clinical Neuropsychologist	<b>NVO-registrations:</b> Quality register for Basic educationalist Quality register for Basic Remedial educationalist (+Basic Psychodiagnostics Certificate) Basic Psychodiagnostics Certificate Quality register for NVO remedial educationalist  <b>Other or additional registers:</b> Stichting kwaliteitsregister Jeugd (SKJ)
NVLF	Logopedist (Article 34)	Quality register for paramedics  NVLF-registers (validity of registration is 5 years)
VGZV	Spiritual counsellor: neither Article 3 nor Article 34 applies	Stichting Kwaliteitsregister Geestelijk Verzorgers (SKGV)

Association	BIG-registration	Other or additional registers
VKGL	-	Quality register for laboratory specialists: Initial registration Re-registration  <i>Registration at EBMG: international registration at EBMG is not obligatory for members, although many members are registered at the EBMG.</i> Initial registration Re-registration
VvOCM	Cesar remedial therapist (OT) and Mensendieck remedial therapist (Article 34)	Quality register for Paramedics for Cesar and Mensendieck remedial therapists Registration of paediatric-OT or PSOT Incremental pay rise registration Paediatric-OT or PSOT
VMDG	not BIG-registered	KMBP: Registration with NVVP MMM: Registration with NVMM
VVBZ-NVKFM	-	The NVKFM has an online quality register for clinical physicist employees who are members.  Registration is not mandatory for clinical physicist employees, but is valued more and more, and especially used to record claims by KFMs in training before their first registration.
VVBZ - BMTZ	-	BMTZ register for Biomedical Technicians in healthcare
The VVP		The register for psychodiagnostic workers with the Registerplein and the SKJ

### [FGzPT \(Wet BIG; Individual Healthcare Professions Act\)](#)

FGzPT is the umbrella organ for the basic professions of healthcare psychologist and psychotherapist and the specialisms of clinical psychologist and clinical neuropsychologist (Wet BIG), in the fields of training, recognition, registration and supervision. The FGzPT is an association with four members: the Dutch Association of Psychologists (NIP); the Association of Educationalists in the Netherlands (NVO); the Dutch Association of Psychotherapy (NVP) and the Nederlandse Vereniging voor Gezondheidszorg-psychologie en haar specialismen (NvGZP; Dutch Association for healthcare psychology and its specialisms).

Nederlandse Vereniging van Anesthesiemedewerkers (NVAM)  
 Beroepsvereniging Recovery Verpleegkundigen (BRV)  
 Landelijke Vereniging van Operatieassistenten (LVO)  
 Beroepsvereniging van donatiecoördinatoren (DONOR)  
 Landelijke Vereniging MS-Verpleegkundigen (LVMS)  
 Nederlandse Vereniging voor Hart en Vaat Verpleegkundigen (NVHVV)  
 Verenigde Gipsverbandmeesters Nederland (VGN)  
 Beroepsvereniging van Laboranten Klinische Neurofysiologie (NVLKNF)  
 Nederlandse Hartfunctie Vereniging (NHV)  
 Nederlandse Vereniging van Longfunctieanalisten (NVLVA)  
 Beroepsvereniging van Invasief Technische Hartstimulatie Specialististen (VITHaS)  
 Nederlandse Vereniging van Doktersassistenten (NVDA)

## APPENDIX L

# Scheme for buying additional vacation hours and informal care leave hours

## GENERAL

### Aim of the scheme

**Article 1** On the basis of this scheme as specified in Article 7.1.2 and Article 18.1 par. 2 of the CAO UMC, employees can buy hours for additional vacation or informal care.

### Article 2 Who can take advantage of this scheme?

Participation in this scheme is open to all employees, except holiday replacements and employees with a zero-hour contract.

### Article 3 How do you buy additional vacation-hours or hours for informal care leave?

The terms 'buy' and 'exchange option' in this scheme mean that to obtain additional vacation-hours and/or hours for informal care leave, the employee exchanges a sum from his gross salary that is equivalent to those vacation/informal care leave hours.

### Article 4 Exchange year

- 1 The period for the exchange option of gross wage for additional vacation-hours and/or hours for informal care leave is the same as a calendar year. Hereafter this period is also called the exchange year.
- 2 The employee can only benefit from the exchange option in the current exchange year. In a new calendar year, the employee can make use of a new exchange option if he wishes.

### Article 5 How do you make use of an exchange option?

- 1 The employer determines how the employee has to request the exchange option (in writing, electronically, in a specific HR-system, etc.).
- 2 The employer grants the request for an exchange option if the request meets the conditions set for this scheme. Approval by the employee's supervisor is not required.

### Article 6 Which wage may be used to buy the hours?

- 1 The employee can use his gross year-end bonus from the exchange year to buy the additional vacation-hours and hours for informal care leave. The employer can decide that the employee can still use one or more of the other financial sources from the exchange year specified in Article 18.3 par. 2 of the CAO UMC.
- 2 The employee can only forego a financial source for buying additional vacation-hours or hours for informal care leave if that source has not yet been paid out. The exchange option is implemented at the time of payment from the financial source.

**Example:** In March 2023 the employee bought 10 additional vacation-hours for the year 2023. He exchanged part of his gross year-end bonus for 2023 in compensation. The vacation-hours are then immediately transferred to the (digital) vacation card. The financial settlement of the purchased hours takes place in November 2023, when the year-end bonus is normally paid out.

**Article 7 What is the purchase value of a vacation or informal care leave hour?**

- 1 The purchase value of one vacation-hour or informal care leave hour is equivalent to 1/156 part of the monthly wage that applied to the employee on the first day of the calendar month in which the exchange option is taken.  
For the resident, to whom chapter 13 of the CAO UMC applies, “1/199 part” replaces the “1/156 part”.  
For the academic medical specialist, to whom chapter 15 of the CAO UMC applies, “1/173 part” replaces “1/156 part”.
- 2 Monthly wage as specified in par. 1 is defined as the term wage in Article 1.1 of the CAO UMC, plus the year-end bonus and vacation-bonus per month.  
If the employee receives an allowance for working irregular shifts (Article 4.7.3 of the CAO UMC), regarding the purchase value of the vacation/informal care leave hour, the amount of this allowance is determined as the average of the allowance for working irregular shifts over the 12 months preceding the calendar month in which the exchange option is taken.
- 3 The employer can determine the value of one vacation-hour or informal care leave hour in another way than that described in par. 1 and 2, if this change is not disadvantageous for the employee.

**Article 8 Deductions and corrections to the salary**

- 1 Regarding deductions to the salary due to, for example, being on sick leave for more than 52 weeks or taking unpaid leave, the calculation of the purchase value of vacation/informal care leave hours does not take them into account. <sup>11</sup>
- 2 Any reduction or increase in the salary with retroactive effect cannot lead to a recalculation of the value of the hours purchased.

**Article 9 Pensionable wage**

Reduction of the gross wage because of the exchange option does not lead to a reduction of the pensionable wage, as far as permitted by the fiscal legislation.

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<sup>11</sup> If the employee takes the purchased vacation-hours or informal care leave hours, he receives full pay for those hours. That is why the employee buys the additional hours for the price of the full salary.



## RULES FOR ADDITIONAL VACATION-HOURS

### Article 10 **Exchange moment and exchange option**

- 1 The employee can buy additional vacation-hours in the month of March. The employer can decide to use a longer period for the exchange moment.
- 2 The employee can in any case take 1 exchange option per exchange year to buy additional vacation-hours. The employer can decide to allow several exchange options per exchange year.

### Article 11 **Maximal number of additional vacation-hours that can be purchased**

- 1 The employee in full-time employment can buy a maximum of 48 additional vacation-hours per exchange year. This also applies if the employee becomes employed in the course of the exchange year. The employee in part-time employment can buy additional vacation-hours in proportion to his working hours.
- 2 The actual number of additional vacation-hours that can be purchased in a particular exchange year depends on the balance of vacation-hours open on January 1 of the relevant exchange year. The employee can supplement this balance of vacation-hours to a maximum of 48 hours.

**Clarification:** An employee in full-time employment who has no vacation-hours left open from preceding calendar years can purchase 48 additional vacation-hours. An employee in full-time employment who carries over 20 vacation-hours from preceding calendar years can buy 28 additional vacation-hours. If an employee has 48 or more vacation-hours open from preceding calendar years, then that employee cannot purchase additional vacation-hours. The time saved by the employee on the basis of Article 18.2 of the CAO UMC as time-for-time-hours is not considered when calculating the balance of vacation-hours for this scheme on January 1.

- 3 The employee can only buy whole vacation-hours. With proportional calculations (part-time employee) the amount is rounded up to whole hours.

**Example:** An employee who works an average of 28 hours per week can buy a maximum of  $(28/36*48=)$  38 additional vacation-hours.

### Article 12 **Taking purchased additional vacation-hours**

The usual rules applicable in the UMC for taking vacation apply to the taking of purchased additional vacation-hours, with the understanding that these hours should preferably be taken in the calendar year in which they were purchased. The vacation-hours do not expire, however, if that does not happen. The legal time limitation of 5 years for vacation exceeding the statutory minimum does apply.

## RULES FOR INFORMAL CARE LEAVE HOURS

### Article 13 **Exchange moment and exchange option**

- 1 The employee can buy informal care leave hours throughout the entire exchange year.
- 2 The employee can use multiple exchange options per exchange year to buy informal care leave hours within reasonable limits.
- 3 The employee can only buy whole informal care leave hours.

### Article 14 **Taking purchased informal care leave hours**

- 1 Informal care leave hours are intended to be taken in the context of informal care to be provided by the employee. For vacations and days off, the employee should take vacation-hours.
- 2 The employee takes informal care leave hours in consultation with his supervisor. There is a rule that the informal care leave hours should preferably be taken in the calendar year in which they were purchased, or in the following calendar year. The informal care leave hours do not expire, however, if that does not happen. The legal time limitation of 5 years for vacation exceeding the statutory minimum does apply.

## CONCLUDING PROVISIONS

### Article 15 **Payment of purchased vacation/informal care leave hours**

Purchased vacation-hours and hours for informal care are not paid out to the employee in monetary terms. However, if the employment contract with the employee ends, any open vacation-hours and informal care hours will be paid out to the employee. The value of the hours to be paid out will be calculated according to Article 7.1.6 par. 5 of the CAO UMC.

### Article 16 **Amendments in the legislation**

If legislation or amendments to legislation lead to unwanted consequences or problems with implementation of this scheme, the parties to the CAO will consult each other with the aim to arrive at a reasonable alternative.

## APPENDIX M

# Agreements between the parties to the CAO and agreements from the LOAZ

The LOAZ agreements list forms part of this CAO on the basis of Article 1.3.

### **Investment in working conditions**

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

### **Strengthening existing participation structures**

- a Collaboration, consultation and information provision will be stimulated (Board of Directors, Works Council, Client Council, medical staff, VAR).
- b The participation structures will be strengthened as necessary.
- c The principle for professional participation is introducing and utilising nursing/professional expertise at every level in the organisation (from implementation to policy).

In consultation with professional organisations and educational institutions, investments will be made in the development of nursing leadership and the authority/participation of professionals by:

- Creating learning pathways Authority, Influence, Leadership
  - Nursing/professional leadership
  - Opinion leadership
- Coaching tracks aimed at development, job satisfaction and retaining professionals in all generations.
- Training courses for supervisors and directors to activate professional authority and leadership, stimulate them and allow them to grow, and involve them in the organisation of healthcare.
- Expansion of horizontal and vertical career perspectives (career paths, combined functions, exchanging professionals between branches, job differentiation in practice).

### **Nursing advice**

The parties to the CAO recommend that each centre arranges an adequate form of advice on nursing with a view to improving the quality of the nursing care. The structure is a local matter, with the creation of a Nursing Advisory Council (VAR) being realised in all UMCs. It remains to be seen how the role of the VAR can transition from advice to participation.

### **Adaptation of the CAO to the amended Working Hours Decree**

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

### **Approach to work pressure and extension of leave**

Work pressure is widely considered a problem. The UMCs feel responsible for taking steps together with employees to reduce the work pressure. The UMCs propose six plans of action:

- The UMCs will invest in good working conditions and prevention of absence/breakdown.
- Expansion of leave regulations from 1 January 2019.
- The UMCs commit to qualitative and quantitative objectives regarding regulatory, registration and reporting pressure so healthcare employees have more time to provide healthcare.
- The UMCs continue to differentiate job positions and remove tasks not associated with healthcare from the obligations for healthcare employees.
- The UMCs will expand the possibilities for employees to arrange their hours of work themselves. Employers will apply as a norm that teams will arrange their own rosters. Attention will be paid to the principles of healthy rostering. The wish is to create more rest in the roster. The aim is to improve the self-rostering with special software systems and to make this standard in every UMC, to reduce the rescheduling of shifts as far as possible. Voluntary exchanging of shifts remains possible.
- A day off is a day off.

### **Employment conditions**

Regarding patient care, mobility, network forming, integrated care and partnerships with general hospitals are involved to an increasing extent. Regarding the employment conditions of these employees, we want to realise a level playing field. This means working towards comparable employment conditions, unless there are reasons to deviate consciously from this objective. The NFU will thus examine the possibilities to prepare separate employment conditions-regulations for 'nursing and care' during the duration of the CAO UMC 2022-2023, possibly widening them to include other functions in patient care. In addition, for our personnel without direct healthcare tasks, we want to look at CAOs from allied sectors, like universities and other education.

### **Budget for education and training activities**

The UMCs will use at least 3% of their wage bill for education and training activities (excluding lost time costs, including continuing and refresher training) for both department-linked activities and activities in the context of the employees' personal development.

### **BIG re-registration**

Once every five years, employees in an article 3 BIG profession must re-register. The UMCs are prepared to support and to facilitate, where possible and desired, the re-registration of employees in an article 3 BIG profession without direct healthcare tasks.

## Job evaluation

The CAO parties made the following study agreement in the context of the agreement for the CAO UMC 2022-2023 about the maintenance of the job evaluation system FUWAVAZ.

A LOAZ work group is to be set up so the parties can focus on:

- Updating all job descriptions that form the basis for application of FUWAVAZ.
- The aim is to arrive at a uniform (basic) job classification system for all UMCs.
- A start is being made with the Nursing and Care job family, as all developments involved here are ongoing.
- In 2022 the updating of the remaining job families will begin, starting with the Clinical co-treatment job family. We agreed on a deadline of 2 years (possible extension to 3), with acceleration and the approach to jobs running in parallel.
- Collaboration with FWG in the above process of objectively updating jobs, examining in advance whether and how the uniform job classification system can be valued in FWG.
- After updating the job descriptions, examining whether and how the switch can be made to FWG job evaluation and how maintenance of job evaluation can best be done (FUWAVAZ adjusted or not versus FWG).
- The manner of application and implementation is involved, including the incorporation of complaint and professional procedures regarding job evaluation in the CAO.
- The applicable rules, necessary investments and phasing over time will also be examined.

## APPENDIX N

# Elaboration of functions in the middle groups in patient care

## INTRODUCTION

The meaningful work that employees in the UMCs do must go hand in hand with a suitable compensation and employment conditions package. The entirety of compensation and other employment conditions must contribute to the fact that working at an UMC is attractive.

The salaries for the functions in patient care are not competitive compared with other sectors. In the CAO UMC 2022-2023 it was thus agreed to implement differentiated adjustments of the salaries. This means that employees working in scales 7 through 10 in the FUWAVAZ job families Nursing and Care, Clinical (co-)treatment, Clinical support, Analytical personnel and doctor's assistants, dental assistants and carers in direct patient care will get a scheme with their own salary scales.

Supervisors who spend more than 50% of their work time providing hierarchical management to employees in the above job families and included in the FUWAVAZ Management job family are not eligible for the differentiated compensation agreements.

Supervisors and employees who are classified in another job family than the four job families specified above, and who carry out 50% or more of the specialist tasks associated with one of these four job families (for example, doing 50% or more clinical work), are classified in the middle groups.

## WHICH FUNCTIONS ARE INVOLVED?

### **Nursing and care**

Jobs in the Nursing & Care (V&V) job family that are responsible for providing nursing and/or care.

Examples include: carers, nurses, nursing specialists and specialised nurses. Having a diploma as a carer or nurse is a precondition for working in these jobs. This means that in this job family, the care assistants (scale 4) will not be included in the scheme.

### **Clinical support**

Jobs that fall under the Clinical Support job family are related through the important role they fulfil in direct patient care, but their tasks do not involve nursing. They assist the practitioner and/or carry out diagnostic examinations themselves.

Examples include: pharmacist assistants, operation assistants, anaesthesia employees, laboratory staff, endoscopy employees, radiodiagnostic technicians and doctor's assistants. These jobs range from scale 7, including the doctor's assistant in scales 5 and 6.

The assistant jobs for which the job requirement of mbo-4 doctor's assistant diploma is not necessary for fulfilling this job position are not included in the scheme. That applies also to pharmacist assistants, laboratory technicians and other assistants, below scale 7.

### **Clinical (co-)treatment**

Jobs in the Clinical (co-)treatment job family are characterised by treatment or co-treatment being the main component of the job. In this case, the employee is personally responsible for carrying out the treatment of a patient.

Examples include: radiotherapy technicians, dental hygienists, logopedists, medical social workers, physiotherapists, ergotherapists, podotherapists, psychologists and midwives.

### **Analytical Personnel**

Jobs in the Analytical Personnel job family have in common that the work is conducted in a laboratory. This concerns analysts and research analysts. This means that analyst jobs below scale 7 are not included in the scheme.

## APPENDIX O

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

The CAO UMC refers in various places to provisions of the BW and the WAZO. For the record, this appendix contains some articles from the BW and the WAZO. For the convenience of the reader, only the most relevant (sections of the) statutory provisions are included. Where sections or complete articles are omitted, that is indicated with square brackets (“[...]”). The Dutch text of the laws is taken from the website <http://wetten.overheid.nl> valid as of 1 December 2021. Any amendments that have been made since that date can be found on the same website. This is an unofficial translation of the text based in part on The Civil Code of the Netherlands. No rights can be derived from this appendix.

## I PROVISIONS OF TITLE 10 OF BOOK 7 OF THE NETHERLANDS CIVIL CODE

### Employment contract

#### General conditions

##### Article 610

- 1 The employment contract is the contract in which one party, the employee, commits to work for the other party, the employer, for remuneration for a certain period.
- 2 If a contract meets the description in paragraph 1 and that of another special type of contract regulated by law, the stipulations of this title and the stipulations for the other type of contract both apply. In case of dispute, the stipulations of this title apply.

[Article 610 Burgerlijk Wetboek Boek 7](#)

##### Article 627

[Expired on 01-01-2020]

##### Article 628

- 1 The employer is obliged to pay wages fixed in time terms if the employee has not or only partly performed the contracted work unless the not or only partly performing of the work can reasonably be ascribed to the employee's responsibility.

[...]

[Article 628 Burgerlijk Wetboek Boek 7](#)

##### Article 628a

#### Minimum claim to wages for each call to perform work

- 1 Where a period of less than fifteen working hours per week has been contracted and the working times have not been fixed or it is a stand-by contract, the employee is entitled for every period of less than three hours in which he has performed work to wages to which he would have been entitled if he had performed work for three hours.
- 2 In the case of a stand-by contract, the employee cannot be obliged by the employer to respond to the call to work if the employer does not specify in writing or electronically the period within which the work must be done at least four days in advance.
- 3 In the case of a stand-by contract and if the employer partly or entirely withdraws the call to work or changes the times of working within four days before the start of the work period,



the employee is entitled to the wages to which he would have been entitled if he had performed work in accordance with the call. The call to work is withdrawn or changed in writing or electronically.

- 4 The deadline of four days specified in par. 2 and 3 can be shortened with a collective employment contract or through a ruling by or on behalf of a suitably competent administrative body, if the deadline is not shorter than 24 hours.
- 5 In the case of a stand-by contract, whenever the employment contract has lasted 12 months, the employer makes an offer in writing or electronically within one month for a fixed period of work that is at least equivalent to the average period of the work in the previous period of 12 months, without deviating from article 628, par. 1 on the grounds of article 628, par. 5 or 7, or article 691, par. 7, to the disadvantage of the employee. The offer concerns a fixed amount of work that starts at the latest on the first day after two months have elapsed after the employment contract has lasted 12 months. The deadline for accepting the offer is one month. To calculate the periods specified in the first and second sentences, employment contracts that have succeeded each other after an interval of at most six months are added together.
- 6 The earlier offer that the employer made to the employee, on the basis of par. 5, applies also to employment contracts that succeed each other after an interval of at most six months.
- 7 Paragraphs 5 and 6 apply analogously to successive employment contracts between an employee and different employers, who, regardless of whether there is insight into the employee's capacity and suitability, can reasonably be considered each other's successor for the work to be done.
- 8 During the period in which the employer does not comply with the obligation specified in par. 5 or 6, the employee is entitled to wages for the period of work specified in par. 5.  
[...]

[Article 628a Burgerlijk Wetboek Boek 7](#)

**Article 629**

- 1 Where the employee is unable to perform the contracted work due to sickness, pregnancy or the delivery of a child, he remains entitled to 70 % of his wages fixed in money terms for a period of 104 weeks, as far as these wages are not higher than the maximum daily wages specified in Article 17 paragraph 1 of the Financing Social Security Act, on the understanding that during the first 52 weeks of his inability to work he is at least entitled to the minimum wages as set under law for a person of his age.
- 2 In derogation from par. 1, the right specified in that paragraph is valid for a period of six weeks for the employee who:
  - a [...]
  - b has reached the age specified in article 7, part a, of the General Old Age Insurance Act. If the incapacity due to illness started before the date on which the employee reached the age specified in part b, the deadline specified in that paragraph applies from that date, if the total period does not exceed 104 weeks.
- 3 The employee has no right to wages as referred to in paragraph 1:
  - a if he has caused his sickness intentionally or if his sickness results from a disability

- about which he has given false information at his pre-employment medical examination and, because of this, the test to determine if he meets the special medical fitness requirements for the job could not be carried out correctly;
- b for the time during which his recovery has been obstructed or slowed down by him or from his side;
  - c for the time during which he, although capable of doing so, did not perform suitable alternative work as specified in Article 7:658a, paragraph 4, offered to him by his employer and to be performed on behalf of his employer or of a third person appointed to this end by his employer, unless he has a sound reason for not performing this suitable alternative work;
  - d for the time during which he has refused to carry out reasonable instructions or measures issued either by his employer or by an expert appointed to this end by his employer, which instructions or measures are intended to enable him to perform suitable alternative work as specified in Article 7:658a, paragraph 4, unless he has a sound reason for not properly responding to these instructions or measures;
  - e for the time during which he has refused to collaborate in making, evaluating or adjusting an action plan as specified in Article 7:658a, paragraph 3, unless he has a sound reason for not cooperating;
  - f for the time that has expired after the moment by which he should have submitted an application for a social security payment as specified in Article 64, first paragraph of the Act on Work and Income in proportion to Labour Capacity, unless he has a sound reason for this delay.

4 [...]

5 [...]

6 The employer is entitled to withhold the payment of wages referred to in paragraph 1 for the period during which the employee has not complied with reasonable written checking instructions of the employer concerning the provision of information needed by the employer to determine the employee's right to wages.

7 The employer cannot invoke any grounds specified in the present Article for any non-payment of wages or for withholding any payment of wages if he has not notified the employee thereof without due day after the presumption of its existence has been raised or should reasonably have arisen.

[...]

[Article 629 Burgerlijk Wetboek Boek 7](#)

## Holidays

### Article 634

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

had been entitled to remuneration for the full period of work, as agreed, throughout the entire year.

[...]

[Article 634 Burgerlijk Wetboek Boek 7](#)

**Article 635**

- 1 In derogation from Article 634, the employee shall acquire entitlement to holidays over the period during which he is not entitled to remuneration fixed in money because:
  - a he has been called up as a conscript, other than for the purpose of exercise and training, to perform his military service or alternative service;
  - b he is entitled to holidays as referred to in Article 641, paragraph 3;
  - c he takes part, with the consent of the employer, in a meeting which is organised by a trade union of which he is a member;
  - d he is, against his will, unable to perform the contracted work, other than as a result of disablement as referred to in paragraphs 2 and 3, inclusive;
  - e he is entitled to leave as referred to in Article 643;
  - f he is entitled to leave as referred to in Chapter 5, Section 2 of the Work and Care Act;
  - g he is receiving a benefit according to article 4:2b of the Work and Care Act.
- 2 By derogation from Article 634, a female employee who does not acquire entitlement to remuneration throughout the entire year due to pregnancy or confinement, acquires, over the full agreed period of work, entitlement to holidays over the period during which she is entitled to a payment as referred to in Chapter 3, Section 2 of the Work and Care Act.
- 3 By derogation from Article 634, an employee who does not acquire entitlement to remuneration throughout the entire year due to adoption leave or leave for the placement of a foster child shall acquire entitlement to holidays for the full agreed period of work over the period during which he is entitled to a payment as referred to in Chapter 3, Section 2 of the Work and Care Act.

[...]

[Article 635 Burgerlijk Wetboek Boek 7](#)

**Article 638**

- 1 The employer must provide the employee with the opportunity to take a holiday each year in accordance with the minimum holiday entitlements to which the employee is entitled under Article 7:634.
- 2 Insofar as a written employment agreement, a Collective Labour Agreement, a Regulation by or on behalf of a public governing body or the law does not provide a rule for the determination of holiday periods, the employer has to determine the dates on which the holiday starts and ends in agreement with the requests made to this end by the employee, unless compelling reasons oppose awarding these requests. If the employer has not mentioned such compelling reasons in writing within two weeks after the employee has submitted his written request to him, then the holiday periods will be fixed in accordance with the employee's request.
- 3 In the event of compelling reasons, the holiday periods will be determined in such a way that

the employee, if he desires so, does not have to perform work for two consecutive weeks or for twice one full week, to the extent that his holiday entitlements are sufficient to cover this leave.

- 4 The employer determines the holiday dates far enough in advance that the employee has the opportunity to make sufficient preparations for spending the holiday.
- 5 The employer may, after consulting the employee, change already determined holiday periods, provided that there are compelling reasons for doing so. The damage suffered by the employee as a result of the change of an already determined holiday period must be compensated by the employer.
- 6 The employer is obliged to grant the employee the remaining holiday entitlements in days or hours, unless compelling reasons oppose this.
- 7 If the accumulated holiday entitlements exceed the minimum specified in Article 7:634, it is possible to derogate by written agreement to the disadvantage of the employee from the holiday times mentioned in paragraph 2, but only to the extent that the holiday entitlements exceed that minimum.
- 8 Days or part-days on which an employee is ill during a set vacation do not count as vacation days, unless in a particular case the employee agrees to this. In derogation from the previous full sentence, a written agreement can determine that vacation days or part-days granted in a specific year on which the employee is ill are considered vacation to a maximum of the number of vacation days that is the agreed minimum for that year specified in article 634 above.

[Article 638 Burgerlijk Wetboek Boek 7](#)

#### Article 640a

The entitlement of the minimum specified in Article 7:634 expires 6 months after the last day of the calendar year in which the holiday entitlement was built up, unless the employee has been unable to take up holiday until that time with good reasons. Written agreement may derogate from the period of 6 months referred to in the first sentence in favour of the employee.

[Artikel 640a Burgerlijk Wetboek Boek 7](#)

### Probation

#### Article 652

- 1 Where the parties have agreed a probationary period, it shall be equal for both parties.
- 2 The probationary period shall be agreed in writing.
- 3 Upon entering into a contract of employment for an indefinite period, a probationary period of not more than two months may be agreed.
- 4 Upon entering into a contract of employment for a fixed period, a probationary period may be agreed of not more than:
  - a one month, if the agreement is entered into for more than six months but 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 No probationary period may be agreed if the contract of employment:
- a is entered into for a period of not more than six months;
  - b the stipulation is included in a successive contract of employment between an employee and the same employer, unless that agreement clearly demands different skills or responsibilities from the employee than the previous employment contract;
  - c the stipulation is included in a successive contract of employment between an employee and a different employer who must reasonably be regarded as the successor of the previous employer with respect to the work to be performed.

[...]

[Article 652 Burgerlijk Wetboek Boek 7](#)

### **Employer's duty of care**

#### **Article 658**

- 1 The employer must arrange and maintain the spaces, rooms, machines and tools in which or with which work is performed under its responsibility and give instructions and take safety measures as is reasonably necessary to prevent employees becoming injured during the performance of their work.
- 2 The employer is liable towards the employee for damage which the employee has suffered from activities performed in the course of his work, unless it shows that it has complied with the obligations mentioned in paragraph 1 or that the damage results to a substantial degree from an intentional act or omission or from wilful recklessness on the part of the employee.
- 3 It is not possible to derogate to the disadvantage of the employee from paragraphs 1 and 2 and from the statutory provisions of Title 6.3 of the Civil Code with regard to the liability of an employer.
- 4 A person who in the course of his professional practice or business enables other persons, with whom he has not concluded an employment agreement, to perform work is liable towards these other persons in accordance with the previous paragraphs of the present Article for damage which these other persons have suffered from activities performed in the course of that work. The Subdistrict Court has jurisdiction to give a judgment on legal claims as referred to in the first sentence of this paragraph.

[Article 658 Burgerlijk Wetboek Boek 7](#)

### **Reintegration of incapacitated workers**

#### **Article 658a**

- 1 If an employee is unable to perform the contracted work due to sickness, the employer promotes the participation of the employee in the working activities of the employer's enterprise or organisation. If it is certain that the employer is no longer able to perform the work for which he was contracted and that there is no suitable alternative work available for him in the employer's enterprise or organisation, then the employer promotes the participation of the employee in work that is suitable for him in another enterprise or organisation, for the period during which he is obliged to continue the payment of the employee's wages pursuant to Article 7:629, Article 71a, ninth paragraph, of the Invalidity Insurance Act or

- Article 25, ninth paragraph, of the Act on Work and Income in proportion to Labour Capacity.
- 2 In order to comply with its obligation specified in paragraph 1, the employer must as soon as possible take such measures and give such instructions as is reasonably necessary to enable the employee, who is unable to perform the contracted work due to sickness, to perform his own or suitable alternative work.
  - 3 In order to comply with its obligation specified in paragraph 1, the employer prepares an action plan, in agreement with the employee, to accomplish the reintegration to work in conformity with Article 71a, second paragraph, of the Invalidity Insurance Act and Article 25, second paragraph, of the Act on Work and Income in proportion to Labour Capacity. The action plan is regularly evaluated with collaboration of the employee and is adjusted from time to time, if necessary.
  - 4 ‘Suitable alternative work’ as specified in paragraphs 1 and 2 is defined as all work that is appropriate in view of the strength (capability) and skills of the employee, unless it cannot be expected of the employee to accept this work for reasons of a physical, mental or social nature.
  - 5 The employer and the person or organisation who assists it by virtue of Articles 13, 14 and 14a of the Working Conditions Act provide a reintegration agency as specified in Article 1 of the Act on Work and Income in proportion to Labour Capacity with information as far as this is necessary for the implementation of the operations assigned by the employer to this agency, as well as the tax and social insurance number of the employee whose participation in work is promoted by that reintegration agency. The reintegration agency shall process this information only insofar as this is necessary for the implementation of these operations and it shall only use the tax and social insurance number of the employee for this purpose.
  - 6 The present Article applies accordingly to the person bearing the risks as specified in Article 1, first paragraph, component h, of the Sickness Benefits Act, and the persons specified in Article 29, second paragraph, components a, b and c, of that Act, who have most recently concluded an employment agreement with the person bearing the aforementioned risks during the period that the latter was obliged to pay a sickness benefit to those persons.

[Article 658a Burgerlijk Wetboek Boek 7](#)

#### Article 66o

The employee must observe the work instructions and the instructions intended to maintain good order in the enterprise or organisation of the employer, given by or on behalf of the employer within the limits of the employment agreement and law to the employee, either individually or as a part of a group of employees.

[Article 66o Burgerlijk Wetboek Boek 7](#)

#### Article 661

- 1 The employee who in the performance of the employment contract or in the course of his work inflicts damage on the employer or a third person towards whom the employer is liable for damages, is not liable towards the employer for this damage, unless the damage results from an intentional act or omission or from wilful recklessness on the part of the employee. A different effect than the one in the previous sentence may result from the particular

circumstances of the case, having regard to the nature of the agreement.

- 2 It is only possible to derogate to the disadvantage of the employee from paragraph 1 and from Article 6:170 paragraph 3 by written agreement and only as far as the employee is insured for the damage caused.

[Article 661 Burgerlijk Wetboek Boek 7](#)

## Termination of the contract of employment

### Article 667

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

[Article 667 Burgerlijk Wetboek Boek 7](#)

### Article 668

- 1 The employer shall notify the employee in writing no later than one month before a contract of employment for a fixed period is due to end by operation of law:
  - a about whether or not the contract of employment will be continued; and
  - b if it is to be continued, of the conditions under which the employer will continue the contract of employment.
- 2 Paragraph 1 is not applicable if:

- a if it has been agreed in writing at the time of the conclusion of the contract of employment that it shall end at a time that is not expressed as a calendar date; or
  - b the contract of employment has been entered into for a period of less than six months.
- 3 An employer who has not complied with the obligation referred to in paragraph 1, opening line and subparagraph a shall be liable to pay compensation to the employee in an amount equal to the salary for one month. If the employer has failed to comply with this obligation in time, he shall be liable to the employee for a pro rata payment. The payment shall no longer be owed if the employer is declared bankrupt, is granted a suspension of payment or if the debt restructuring scheme for natural persons applies to him.
- 4 The contract of employment shall be deemed to have been continued for the same period, but not more than one year, under the former conditions, if:
- a the contract of employment referred to in subparagraph 1 is continued after the expiry of the period referred to in Article 667, paragraph 1 and the employer has not complied with the obligation referred to in paragraph 1, subparagraph a or b, or
  - b the contract of employment referred to in subparagraph 2 is continued by the parties without objection after the expiry of the period referred to in Article 667, paragraph 1.
- 5 Paragraph 4, subparagraph b also applies if, in the cases in which notice is required, notice has not been given in time and the consequences of the continuation of the contract of employment have not been expressly stipulated.
- 6 The definition of salary for the purposes of the application of paragraph 3 shall be laid down by or by virtue of ministerial regulation.

[Article 668 Burgerlijk Wetboek Boek 7](#)

**Article 668a**

- 1 From the date on which, between the same parties:
- a fixed-term employment contracts have succeeded one another with intervals of not more than six months and have exceeded a period of 36 months, including those intervals, the last contract of employment shall be deemed to have been entered into for an indefinite period with effect from that date;
  - b more than three fixed-term employment contracts have succeeded one another with intervals of not more than six months, the last contract of employment shall be deemed to have been entered into for an indefinite period.
- 2 Paragraph 1 applies mutatis mutandis to successive contracts of employment between an employee and different employers who, regardless of whether there is insight into the employee's capacity or suitability, must reasonably be considered to be each other's successor with regard to the work to be performed.
- 3 Paragraph 1, subparagraph a, is not applicable to a contract of employment entered into for not more than three months immediately following a contract of employment entered into for 36 months or more by the same parties.
- 4 The notice period shall be calculated from the date of the conclusion of the first contract of employment as referred to under a or b in paragraph 1.
- 5 The period of 36 months, referred to in paragraph 1, subparagraph a, may be extended to not more than 48 months and the number of three, referred to in paragraph 1, subparagraph



- b, may be increased to not more than six by collective labour agreement or by a scheme implemented by or on behalf of a competent authority, if it is apparent from the agreement or the scheme that the intrinsic nature of the business operations requires this extension or increase for particular functions or function groups specified in that agreement or scheme.
- 6 A derogation from paragraph 2 may be made to the detriment of the employee by collective labour agreement or in a regulation adopted by or on behalf of a competent authority.
- 7 A derogation from the period referred to in paragraph 1, subparagraph a may be made to the detriment of a director of a legal entity by written agreement or in a regulation adopted by or on behalf of a competent authority.
- 8 By collective labour agreement or in a regulation adopted by or on behalf of a competent authority, this article may be declared inapplicable for particular functions in a business sector if the Minister of Social Affairs and Employment has designated those functions by ministerial regulation because it is customary for those functions in that sector and it is necessary, in view of the intrinsic nature of the business operations and of those functions, for the work to be performed solely on the basis of fixed-term contracts of employment, not being temporary contracts of employment as referred to in Article 690. This regulation may lay down further conditions for a declaration of non-applicability as referred to in the first sentence.
- 9 By collective labour agreement or in a regulation adopted by or on behalf of a competent authority, this article may be declared wholly or partially inapplicable for contracts of employment designated therein that have been entered into exclusively or primarily for the purposes of the employee's education.
- 10 This article does not apply to contracts of employment that have been entered into with a professional training programme as referred to in Article 7.2.2. of the Adult and Vocational Education Act.
- 11 This article does not apply to contracts of employment with employees who have not yet reached the age of eighteen, if the average number of hours they have worked was not more than twelve hours per week.
- 12 The period referred to in paragraph 1(a) shall be extended to a maximum of 48 months and the number referred to in paragraph 1(b) shall not exceed six, where it is a contract of employment with an employee who has reached the age referred to in Article Article 7(a) of the General Old-Age Pensions Act. For the purposes of determining whether the number of employment contracts referred to in this paragraph has been exceeded, only employment contracts entered into after reaching the age referred to in Article 7(a) of the General Old-Age Pensions Act shall be taken into account.
- [...]

[Article 668a Burgerlijk Wetboek Boek 7](#)

**Article 669**

- 1 The employer may terminate the contract of employment if there is a reasonable ground to do so and reassignment of the employee to another suitable job within a reasonable period, with the help of training or education or otherwise, is impossible or unreasonable. Reassignment shall in any case not be reasonable in the event of culpable action or neglect

- by the employee as referred to in paragraph 3, subparagraph e.
- 2 Reassignment, as referred to in paragraph 1, is not required if the employee occupies a spiritual post.
  - 3 Reasonable grounds as referred to in paragraph 1 are:
    - a the disappearance of jobs as a result of the termination of the activities of the enterprise or the necessary disappearance of jobs, over a future period of at least 26 weeks, as a result of measures taken for efficient business operations due to economic circumstances;
    - b the sickness or disability of the employee, which prevents him from performing the stipulated work, provided that the period referred to in Article 670, paragraphs 1 and 11 has expired and it is likely that there will be no recovery within 26 weeks and that it will not be possible to perform the stipulated work in modified form within that period;
    - c the regular inability to perform the stipulated work as a result of illness or disability with unacceptable consequences for the business operations, provided that the regular inability to perform the stipulated work is not a consequence of inadequate care for the employee's working conditions on the part of the employer and it is likely that no recovery will occur within 26 weeks and that the stipulated work cannot be performed in modified form within that period;
    - d the employee's unsuitability to perform the stipulated work, other than as a result of the employee's illness or disability, provided the employer has notified the employee in time and given him sufficient opportunity to improve his performance and the unsuitability is not a consequence of the employer's failure to provide adequate care for training of the employee or for the employee's working conditions;
    - e culpable acts or omissions on the part of the employee, such that the employer cannot reasonably be required to allow the contract of employment to continue;
    - f the refusal of the employee to perform the stipulated work due to a serious conscientious objection, provided it is likely that the stipulated work cannot be performed in a modified form;
    - g a disturbed working relationship, such that the employer cannot reasonably be required to allow the contract of employment to continue;
    - h other circumstances of such a nature that the employer cannot reasonably be required to allow the contract of employment to continue;
    - i a combination of circumstances referred to in two or more of the grounds referred to in parts (c) to (h), such that the employer cannot reasonably be required to continue the employment contract.
  - 4 Unless otherwise agreed in writing, the employer may also terminate the contract of employment concluded before reaching an age agreed between the parties at which the contract would end or, if no other age was agreed, the age specified in article 7(a) of the General Old Age Pensions Act, in connection with or after reaching the age agreed between the parties at which the contract would end or, if no other age was agreed, the age specified in article 7(a) of the General Old Age Pensions Act.
  - 5 [...]
  - 6 [...]

- 7 This article is not applicable to notice given during a probation period.

[...]

[Article 669 Burgerlijk Wetboek Boek 7](#)

#### Article 670b

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

[...]

[Article 670b Burgerlijk Wetboek Boek 7](#)

#### Article 671

- 1 The employer may not validly terminate the contract of employment without the written consent of the employee, unless:
  - a consent has been given for the termination as referred to in Article 671a;
  - b the termination occurs during the probation period;
  - c the termination occurs on the grounds of Article 677, paragraph 1;
  - d the contract that is terminated concerns an employee who generally performs services for less than four days a week exclusively or almost exclusively for the household of the natural person in whose service he works, whereby the performance of services is deemed to include providing care for the members of that household;
  - e the contract that is terminated concerns a director of a legal entity for whom restoration of the contract of employment is not possible by virtue of Book 2 of the Civil Code or a director of a similar foreign legal entity;
  - f the contract that is terminated concerns an employee occupying a spiritual position;
  - g the contract is terminated on the grounds of Article 669, paragraph 4; or
  - h the contract that is terminated concerns an employee, working for a special school or institution as referred to in Article 1 of the Primary Education Act, Article 1 of the Secondary Education Act, Article 1 of the Act concerning Centres of Expertise, Article 1.1.1. of the Adult and Vocational Education Act or Article 1.1. of the Higher Education and Research Act and the reason for the termination lies in actions or omissions of the employee that are irreconcilable with the identity of the relevant school or institution arising from its religious or philosophical basis, providing consent for the termination is given by a committee that is impartial and independent of the employer, to which the rules referred to in Article 671a, paragraph 2, subparagraphs a to d inclusive, shall apply mutatis mutandis.
- 2 The employee is entitled to withdraw his consent as referred to in paragraph 1 within fourteen days of the date on which the consent was given, without stating reasons, by means of a written declaration addressed to the employer.

- 3 If the employer does not inform the employee in writing of the right referred to in paragraph 2 within two days of the consent being given, the period referred to in paragraph 2 shall be three weeks.

[...]

[Article 671 Burgerlijk Wetboek Boek 7](#)

#### Article 671a

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

[...]

[Article 671a Burgerlijk Wetboek Boek 7](#)

#### Article 671b

- 1 The subdistrict court may dissolve the contract of employment at the request of the employer:
  - a on the grounds of Article 669, paragraph 3, subparagraphs c to i, inclusive;
  - b on the grounds of Article 669, paragraph 3, subparagraphs a and b, if the consent referred to in Article 671a, is refused; or
  - c on the grounds of Article 669, paragraph 3, subparagraphs a and b, in the case of a fixed-term employment contract that may not be terminated prematurely.
- 2 The subdistrict court may only grant the request referred to in paragraph 1 if the conditions for termination of the contract of employment referred to in Article 669 are complied with and termination of the contract is not prohibited within the meaning of Article 670 or by prohibitions of a similar nature and tenor in other statutory instruments.

[...]

[Article 671b Burgerlijk Wetboek Boek 7](#)

#### Article 671c

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

[...]

[Article 671c Burgerlijk Wetboek Boek 7](#)

### Period of notice

#### Article 672

- 1 A notice of termination takes effect at the end of a month, unless another termination date has been agreed in writing or has been ordered by common practice.
- 2 The term of notice of termination to be observed by the employer is, when the employment agreement on the effective termination date has lasted:
  - a shorter than five years: one month;

- b five years or longer, but shorter than ten years: two months;
  - c ten years or longer, but shorter than fifteen years: three months;
  - d fifteen years or longer: four months.
- 3 In derogation from paragraph 2 the term of notice of termination to be observed by the employer is one month, if the employee has reached the age mentioned in article 7(a) of the General Old Age Pensions Act.
- 4 The term of notice of termination to be observed by the employee is one month.
- 5 [...]
- 6 If the Social Security Agency has granted its permission to terminate the employment agreement as referred to in Article 7:671a, paragraph 1 or 2, then the term of notice to be observed by the employer is shortened by one month, on the understanding that the remaining term of notice at all times remains at least one month.
- 7 The term of notice meant in paragraph 2 or 3 can only be shortened by Collective Labour Agreement or by a Regulation by or on behalf of a public governing body competent to this end. The term of notice can be lengthened in writing.
- 8 The term of notice to be observed by the employee may be shortened or lengthened in writing. This term of notice may, however, not be longer than six months and if it is lengthened the term of notice to be observed by the employer must always be at least twice (double) as long as that of the employee.
- 9 The term of notice meant in paragraph 8, second sentence, to be observed by the employer when the term of notice for the employee has been lengthened by written agreement, may be shortened by Collective Labour Agreement or by a Regulation by or on behalf of a public governing body competent to this end, provided that it is not shorter than the term of notice to be observed by the employee.
- 10 In the event that an employment agreement has been restored pursuant to Article 7:682 or 7:683, the involved employment agreements are, for the purpose of paragraph 2, considered to be the same uninterrupted employment agreement.
- 11 The party that gives notice on an earlier day than applicable between the parties owes the other party compensation equal to the amount of the set wage in money for the period that the employment contract would have covered with a proper period of notice.
- 12 The district judge can moderate the compensation, specified in par. 11, if this seems reasonable to him given the circumstances, with the understanding that the compensation must not be less than the set wage in money for the period of notice, specified in par. 2, nor less than the set wage in money for three months.

[Article 672 Burgerlijk Wetboek Boek 7](#)

**Article 673**

- 1 The employer shall be liable for payment of a transition allowance to an employee if the contract of employment has continued for at least 24 months and:
- a the contract of employment:
    - 1° is terminated by the employer;
    - 2° is dissolved at the request of the employer; or
    - 3° is not immediately continued after termination by operation of law on the initiative of

- the employer and before the termination of the employment contract no succeeding employment contract has been concluded which can be terminated prematurely and takes effect after an interval of not more than six months; or
- b the contract of employment, as a result of serious culpable action or omission by the employer:
- 1° is terminated by the employee;
  - 2° is dissolved at the request of the employee; or
  - 3° is not immediately continued after being terminated by operation of law on the initiative of the employee.
- 2 The transition fee shall be equal to one-third of the wage per month for each calendar year that the employment contract lasted and a proportionate part thereof for a period if the employment contract lasted less than a calendar year. General administrative measures may lay down detailed rules on the method of calculation of the transition allowance. The transition fee shall not exceed € 84,000.00 or an amount equal to the 12-month wage if that wage exceeds that amount.
- 3 The sum specified in par. 2 is revised each January 1 by Our Minister of Social Affairs and Employment in conformance with the development of the contract wages as budgeted the year before for the year in question, according to the notification in the Macro-Economic Forecasts. The sum is generally rounded up to the nearest multiple of € 1,000. The revised sum is solely applicable if the employment contract ends or is not extended on or after the date of the revision.
- [...]
- 6 Subject to conditions to be laid down by or by virtue of Order in Council, the following may be deducted from the transition allowance:
- a costs of measures connected with the termination or non-continuation of the contract of employment designed to prevent the unemployment or to shorten the period of unemployment of the employee; and
  - b costs associated with the promotion of the general employability of the employee that have been incurred during the contract of employment.

[...]

[Article 673 Burgerlijk Wetboek Boek 7](#)

**Article 674**

- 1 The contract of employment ends on the death of the employee.
- 2 The employer is nevertheless obliged towards the surviving relatives of the employee to grant them a benefit equal to the last wages to which the deceased employee would have been entitled over the period from the day after his death up to and including one month after the day of his death.
- 3 For the purpose of the present Article, a ‘surviving relative’ means the longest living spouse or registered partner of the employee with whom he actually lived in the same residence or the life companion of the employee with whom he cohabited unmarried, or when none of these persons is present, the minor children of the employee with whom he stands in a familial relationship, and when such children are not present either, the person with whom

the employee formed a joint household and whose costs of living he bore for the greater part. An unmarried cohabitation as meant in the first sentence exists when two unmarried persons, not being blood relatives to the first degree, form a joint household. A joint household as meant in the second sentence exists when the involved persons have their main residence in the same house and they provide for each other by means of making a contribution in the costs of living or in another way.

- 4 The benefit payable at the employee's death, meant in paragraph 2, may be reduced by the amount of the benefit to which the surviving relatives are entitled with regard to the death of the employee pursuant to a legally required Sickness or Invalidity Insurance and pursuant to the Social Security Supplements Act.
- 5 Paragraph 2 does not apply if the employee immediately prior to his death under application of Article 7:629, paragraph 3, had no right to wages as specified in Article 7:629, paragraph 1, or if the surviving relatives, as a consequence of a fault of the employee, are not entitled to a benefit pursuant to a legally required Sickness or Invalidity Insurance.
- 6 It is not possible to derogate from the present Article to the disadvantage of the surviving relatives of the deceased employee.

[Article 674 Burgerlijk Wetboek Boek 7](#)

#### Article 676

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

[Article 676 Burgerlijk Wetboek Boek 7](#)

#### Article 677

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

[Article 677 Burgerlijk Wetboek Boek 7](#)

#### Article 686

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

[Article 686 Burgerlijk Wetboek Boek 7](#)

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

### Article 3:1 **Pregnancy leave and maternity leave**

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

### Article 3:1a **Assignment of maternity leave**

- 1 If the female employee dies during maternity leave and a birth certificate for her child is prepared, her partner, if he is an employee as referred to in Article 3.6, shall be entitled to the remainder of the maternity leave with retention of salary.



- 2 For the purposes of this chapter, persons shall be regarded as the partner who:
  - a at the time of the mother's death was married or had entered into a registered partnership with her; or
  - b has recognised the child.
- 3 The length of the remaining maternity leave shall be calculated in accordance with Article 3:1, third and fifth paragraphs. Article 3:1, sixth paragraph, applies accordingly to taking the remaining maternity leave, on the understanding that instead of "female employee" the following is read: partner.
- 4 The partner, who is an employee as referred to in Article 3:6, is also entitled to leave with retention of salary if the child's mother was a woman regarded as equivalent to a female employee as referred to in Article 3:6, a self-employed person or a professional on a contract of employment as referred to in Article 3:17, first paragraph, or was not entitled to maternity leave or a payment as referred to in Section 2 of Chapter 3.
- 5 The employer may on the grounds of the first or fourth paragraph charge the salary paid within six weeks of the end of the remaining maternity leave to the Implementing Institute for Employee Insurance. The employer shall provide the institute with a copy of the child's birth certificate and the mother's death certificate. The salary shall be paid by the Implementing Institute for Employee Insurance to the employer without a decision to that effect, if it can reasonably be assumed that no decision is required.
- 6 If the request specified in the fifth paragraph is not made in time, the compensation of the salary paid on the basis of the first or fourth paragraph is only awarded if the period to which the salary applies falls in the year preceding the date of the request. In special cases, the Institute for Employee Benefit Schemes can deviate from the first sentence in the employer's favour.
- 7 If the mother was an equivalent to a female employee, self-employed or a professional on a contract of employment, the period of leave shall be equated with the length of remaining entitlement to payment, as referred to in section 2 of Chapter 3. If the mother was not entitled to maternity leave or a payment as referred to in section 2 of chapter 3, the partner's leave shall end ten weeks after the date on which the child was born. Article 3:1, fifth paragraph, applies *mutatis mutandis*.
- 8 The partner shall notify the employer of the death of the mother and that the leave is being taken no later than the second day following her death. The partner shall provide the employer with a copy of the child's birth certificate and the mother's death certificate within four weeks of the death of the mother.

**Article 3:2 Leave for adoption**

- 1 Employees are entitled to leave without pay when adopting a child.
- 2 The entitlement to leave for adoption comprises twenty-six weeks, with no more than six consecutive weeks to be taken at a time. The right to leave arises four weeks prior to the first day on which the child has moved in or will move in, as indicated in a document which the employee is required to submit to the employer showing that the employee is adopting a child.
- 3 If the employee has two or more children move in at the same time pursuant to a single adoption application, the right to leave exists for one child only.

- 4 In derogation from the second paragraph, first sentence, the employee may ask the employer to spread the leave over a period of twenty-six weeks. The employer may deny this request, if serious business interests so dictate.
- 5 The first, second and third paragraphs and Sections 3:3 (2), 3:4 and 3:5 apply equally to employees who are adopting a foster child as referred to in Section 5:1 (2) (d).

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

- 1 Women regarded as equivalent to female employees are entitled to pregnancy benefit and maternity pay for no less than sixteen weeks, as provided for in the second and third paragraphs.
- 2 The right to pregnancy benefit arises six weeks prior to the day after the due date, as indicated in a written statement from a physician or midwife to be submitted to the employer, and continues up to and including the date of giving birth. If the female worker so wishes, the right to pregnancy benefit may begin on a later date, but not later than four weeks prior to the day after the due date.
- 3 The right to maternity pay begins on the day after the date of giving birth and continues for ten consecutive weeks plus the remaining number of days for which no pregnancy benefit was received in the six-week period preceding the earlier of the due date and the actual date of giving birth.
- 4 For the purposes of the third paragraph, the days on which the female worker received sick pay in the period during which she was entitled to, but did not receive, pregnancy benefit are regarded as days for which she received pregnancy benefit.
- 5 If a child is admitted to hospital because of his medical condition during the maternity leave, the maternity leave shall be extended by the number of days the child spent in the hospital, to be calculated from the eighth day after admission up to and including the final day of entitlement to the benefit, with a maximum of ten weeks. The extension of maternity leave referred to in the first sentence applies solely to the extent that the hospital admission lasts longer than the number of days by which the maternity leave is extended as a result of the actual date of birth on the grounds of the third paragraph.  
[...]

**Article 4:1 Emergency and other short-term leave**

- 1 Employees are entitled to leave on full pay for a short period of time to be determined in fairness if they are unable to perform their duties due to:
  - a unforeseen circumstances that require an immediate interruption of the work
  - b very special personal circumstances;
  - c an obligation imposed by law or the government for which they receive no financial compensation and which they cannot perform in their own free time;
  - d exercising their right to vote.
- 2 Very special personal circumstances include without limitation:
  - a the employee's wife, domestic partner or cohabiting partner giving birth;
  - b the death and funeral of any of the employee's home sharers or relatives by blood or

- marriage in the direct line or to the second degree in the collateral line.
- c visits by the employee to the hospital or a doctor that are urgent, unforeseen or cannot reasonably be arranged outside working hours or the need to accompany the persons referred to in Article 5:1;
- d essential care on the first day of illness of the persons referred to in Article 5:1.

**Article 4:2 Parental leave**

- 1 After the employee's wife, registered partner, unmarried cohabitee or the person whose child he acknowledges gives birth, the employee has the right to parental leave for a period of four weeks, calculated from the first day after the birth, with retention of salary of one times the working hours per week.  
[...]

**Article 4:2a Supplementary Parental leave**

- 1 After the employee has taken up the parental leave referred to in Article 4:2, he has a right to supplementary parental leave during a period of six months from the first day after the childbirth, without the retention of wages.
- 2 Supplementary parental leave shall not exceed five whole weeks based on working time per week.  
[...]

**Article 4:2b Right to and amount of the benefit during supplementary parental leave**

- 1 At the request of an employee referred to in Article 3:6(1) salutation and under part (a), the Executive Institute on Employee Insurance (UWV) shall provide a benefit to that employee when using the supplementary parental leave referred to in Article 4:2a.
- 2 The benefit will be granted during a maximum of five whole weeks.
- 3 The benefit shall be 70% per day of the daily wage of the worker referred to in paragraph 1, but not more than 70% of the amount referred to in Article 17(1) of the Social Insurance Fund Act (WFS), in respect of a one-day pay period.  
[...]

**Article 5:1 Short-term care leave**

- 1 Employees are entitled to leave to provide necessary care in connection with the illness of any person as referred to in the second paragraph.
- 2 A person as referred to in the first paragraph means:
  - a the employee's spouse, domestic partner or cohabiting partner;
  - b a child of the employee who lives at home with the employee;
  - c a child of the employee's spouse, domestic partner or cohabiting partner who lives at home with the employee;
  - d a foster child who, according to the municipal basic records, lives at the same address as the employee and is being cared for and raised as part of the employee's family on a long-term basis under a foster contract as referred to in Section 22 (1) of the Youth Care Act (Wet op de jeugdzorg);

- e a first- or second-degree blood relative, not being a child;
- f a person who, without there being any labour relationship, is a member of the employee's household; or
- g a person with whom the employee has a social relationship, to the extent that the care to be provided arises directly from the relationship and should reasonably be provided by the employee.

**Article 5.2 Duration of short-term leave**

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

**Article 5.3 Notification obligation**

The employee shall report in advance to the employer that he shall take the leave referred to in Article 5:1, stating the reason. If this is not possible, the employee shall notify the employer as soon as possible, stating the reason. In that notification, the employee also indicates the extent, method of taking and likely duration of the leave.

**Article 5.4 Start of leave/major business or service interest**

- 1 The leave starts at the time when the employee reports taking it to the employer.
- 2 The leave does not begin or end in any event as soon as the employer informs the employee that it has an overriding business or service interest against the taking or the continuation of the leave and the employee's interest should deviate from reasonableness and fairness to this end.
- 3 An employer who after receiving a notification submitted by an employee, not being a military official, and as a result does not rely on a serious business or service interest, cannot do so afterwards.

**Article 5.5 Obligation to provide information**

The employer may require the employee to demonstrate that he has not carried out his work in connection with the necessary care of a person referred to in Article 5:1.

### III PROVISIONS OF THE WORK AND INCOME ACT ON EMPLOYMENT (WIA)

#### Article 25 Reintegration obligations and compulsory employer payment

- 1 The employer whose insured employee, in the event of incapacity for the performance of employment due to sickness, is entitled to wages referred to in Article 629 of Book 7 of the Civil Code or to remuneration under Article 76a (first paragraph) of the Sickness Benefits Act keeps note of the course of the disease and the reintegration of the insured employee.
- 2 The employer referred to in paragraph 1 shall draw up a plan of action within a period to be determined by ministerial arrangements, in accordance with the insured employee. The plan of action is periodically evaluated.
- 3 No later than 13 weeks before the expiry of the waiting period, the employer, referred to in paragraph 1, shall draw up a reintegration report in consultation with the insured employee and shall provide a copy thereof to the insured employee.
- 4 Where Article 24 (first paragraph) applies:
  - a the employer, in consultation with the insured employee, by way of derogation from the third paragraph, shall submit the reintegration report no later than 13 weeks before the expiry of the extended period established by the UWV, referred to in Article 24(1), and provide a copy thereof to the insured employee;
  - b the employer in consultation with the insured employee, if it has already drawn up a reintegration report, will file that reintegration report no later than thirteen weeks before the expiry of the extended period established by the UWV referred to in Article 24(1), and provide a copy thereof to the insured person, unless the insured employee asks it to do so earlier in connection with the application referred to in Article 64. The employer will meet this request within two weeks.
- 5 In carrying out the first to fourth paragraphs, the employer is assisted by a person referred to in Article 14(1) of the Working Conditions Act responsible for assistance referred to in Article 14(b) of that Act or by a health and safety service.
- 6 The insured employee shall cooperate in drawing up the plan of action and drawing up the reintegration report.
- 7 Ministerial rules may lay down rules relating to the first to sixth paragraphs.
- 8 If, when examining the application referred to in Article 64, it appears that the employer has not or has not fully complied with its obligation to draw up a reintegration report, the UWV shall set the employer a deadline by which the reintegration report has to be provided or supplemented.
- 9 Where, when examining the application referred to in Article 64 and the assessment referred to in Article 65, it appears that the employer has laid down or does not fully comply with its obligations under the first, second, third, fourth or fifth paragraphs or the rules under the seventh paragraph or has made insufficient reintegration efforts, without proper grounds, the UWV shall extend the period during which the insured employee is entitled to payment under Article 629 of Book 7 of the Civil Code or claim remuneration under Article 76a (first paragraph) of the Sickness Act, so that the employer can correct its shortcomings in respect of the obligations or reintegration efforts involved. The extension referred to in the first sentence is not more than 52 weeks. If, at the time of extension of the period referred to in

- the first sentence, there is a right to leave under Article 3:1 of the Labour and Care Act, the extended period of time shall start from the day on which that leave ends. If, during the extended period of time referred to in the first sentence, there is a right to leave as referred to in the third sentence, the period shall be interrupted for the duration of that leave.
- 10 The UWV shall give the decision on the application of the ninth paragraph no later than six weeks before the end of the waiting period referred to in Article 23 or, where article 24 is applicable, the expiry of the extended period of time, if the application referred to in Article 64 has been made in good time. If the application referred to in Article 64 is not made in good time, the decision referred to in the previous sentence shall be given at least 6 weeks before the end of the period mentioned in Article 7:629 (11.a).
  - 11 Extension of the period referred to in the ninth paragraph shall not take place if the UWV does not give the decision on the application of the ninth paragraph before the expiry of the waiting period referred to in Article 23, or where article 24 of this Act or Article 629(11.a) of book 7 of the Civil Code or Article 76a(6.a) of the Sickness Act is applicable, before the end of the extended period of time.
  - 12 If, after the ninth paragraph is applied, the employer considers that it has corrected its shortcoming with regard to the obligations or reintegration efforts referred to in the ninth paragraph, it shall report this to the UWV, demonstrating that it has corrected the shortcoming.
  - 13 The UWV shall give the decision establishing whether the shortcoming referred to in the ninth paragraph has been corrected within three weeks of receipt of the notification referred to in the twelfth paragraph.
  - 14 The period referred to in the ninth paragraph ends six weeks after the UWV finds that the employer has corrected its shortcoming in the obligations or reintegration efforts referred to in the ninth paragraph, but not later than after 52 weeks. If the UWV gives the decision on the application of the ninth paragraph, which finds that a deficiency has been corrected or has not been corrected, too late, the period shall end earlier to the same extent as the decision was issued later.
  - 15 If the UWV has found that the shortcoming referred to in the ninth paragraph has been corrected, the UWV shall provide a decision within six weeks on the creation of the right to a benefit referred to in Chapters 6 and 7.
  - 16 Under ministerial arrangements, detailed rules may be laid down for the purposes of the ninth to fifteenth paragraphs.

## APPENDIX P

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

### Foreword

Since 2008, the Extra-Statutory Unemployment Benefits Scheme for University Medical Centres (BWUMC) offers those currently or previously employed by a UMC conditional extra-statutory unemployment benefits.

With effect from 1 January 2016, the maximum duration of the statutory unemployment benefit (WW) is being reduced in steps of one month per quarter. From 2019 the maximum unemployment benefit lasts 24 months.

Since 1 January 2016 the accrual of the statutory WW-rights has been modified. Employees accumulate one month of WW-rights per year worked during the first ten years of their period of service. Thereafter, they accumulate a half-month of WW-rights per year worked.

WW-rights accumulated before 1 January 2016 still count as one month.

The duration of the salary-related benefit from the Partial Work Disability Act (WGA) in the framework of the Work and Income according to Labour Capacity Act (WIA) follows the WW duration and thus is being shortened in line with the same arrangement from 1 January 2016.

Parties have compensated for this austerity in the WW and WGA in conformance with arrangements reached in the CAO UMC 2015-2017 Agreement, elaborated in the CAO UMC 2018-2020 Agreement, by introducing an extra-statutory benefit, the continued benefit, in the Extra-statutory Unemployment Benefits Scheme for University Medical Centres. In the CAO UMC 2018-2020 Agreement, the CAO parties agreed the following:

“Parties promise to uphold Appendix P of the CAO for all UMCs. This appendix will be supplemented with the following:

- the total employment history applies when determining the accrual and duration of the WW benefit;
- the maximum duration of the WW and WGA remains 38 months, on the basis of accrual and duration of the total employment history (1 month for each year worked);
- from 1 January 2020 the employee will be asked to contribute to the compensation of the WW/WGA agreements based on the benefit cost in the previous year;
- From the normalisation of the legal status of civil servants from 1 January 2020 (Wnra), the BWUMC comes into force as soon as the sum of the paid transition compensation is exceeded. The right to extra-statutory benefit is reduced to nothing or not paid out until the total of the reductions is the same as the gross paid transition benefit.”

In the CAO UMC 2022-2023 agreement, it was agreed that during the validity of this CAO (1 January 2022 through 31 December 2023), the employee does not owe a contribution for the compensation of the third WW year.

## CHAPTER 1 – DEFINITIONS

### Article 1.1 General definitions

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

### Article 1.2 Definitions in the BWUMC

In this scheme:

**Designated executive agency:** the party contracted by the NFU that implements this scheme for the UMCs.

**Employment contract:** an employment contract concluded between the employer and employee as intended in Article 7:610 of the Netherlands Civil Code. An employment contract covers the public-law position at a public UMC for the period until 1 January 2020 and a public-law position at a public UMC converted into a private-law employment contract by the Wnra for the period from 1 January 2020.

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

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

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

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

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

**Income associated with work:** pension payments and statutory foreign disability benefits.

**Income from work:** income from work as defined in article 1 of the Unemployment Act.

**WGA benefit:** the benefit for partially disabled workers, as specified in chapter 7 of the WIA.

**WIA:** the Work and Income according to Labour Capacity Act, dated 10 November 2005, covers promotion of working according to ability or return to work of insured persons who are partially disabled and coming to an arrangement of income for these people and for insured persons who are fully and long-term disabled.

**WW:** the Unemployment Act, dated 6 November 1986, to insure employees against the financial consequences of joblessness.



## CHAPTER 2 – SUPPLEMENTARY BENEFIT AND FOLLOW-ON BENEFIT

### Article 2.1 **Supplementary benefit**

- 1 Employees who are entitled to unemployment (WW) benefit and whose uncapped daily wage exceeds the WW daily wage are also entitled to supplementary benefit.
- 2 The supplementary benefit tops up the unemployment benefit to the applicable pay-out percentage WW of the uncapped monthly wage, taking into account any income from or in connection with work.

This means: the pay-out percentage of the WW \* (A minus B) minus E minus the unemployment benefit in the calendar month.

Definitions:

- The applicable pay-out percentage WW: 75% during the first two months of the WW and 70% afterwards, or adjusted percentage in conformance with article 3.2;
  - A stands for the uncapped monthly wage;
  - B stands for any income from work in a calendar month;
  - E stands for any income in connection with work in a calendar month.
- 3 The supplementary benefit ends and resumes on the same conditions and to the same extent as does unemployment benefit.
  - 4 If an employee, as referred to in paragraph 1, becomes entitled to sick pay or to pregnancy benefit or maternity pay under Section 3:8 of the Work and Care Act whilst receiving unemployment benefit or in lieu of unemployment benefit, the employee is also entitled to supplementary benefit for the period covered by the Sickness Benefits Act or, as the case may be, the Work and Care Act.

### Article 2.2 **Continued benefit**

- 1 The employee concerned whose WW or salary-related WGA benefit is awarded for a shorter period than he would have enjoyed according to the WW or WIA as it stood on 31 December 2015 is entitled to a continued WW or WGA benefit, which takes effect as soon as the end of the WW or salary-related WGA benefit has been reached.
- 2 The duration of the continued WW or WGA benefit is the same as the difference between the duration of the unemployment benefit/salary-related WGA benefit according to the WW/WIA as it stood on 31 December 2015 and the awarded duration of the WW/salary-related WGA benefit.
- 3 The continued unemployment benefit amounts monthly to the applicable pay-out percentage WW of the uncapped monthly wage, taking into account any income from or in connection with work.

This means: the pay-out percentage of the WW \*(A minus B) minus E.

Definitions:

- The applicable pay-out percentage WW stands for 70%, or the adjusted percentage in conformance with article 3.2;
- A stands for the uncapped monthly wage;
- B stands for any income from work in a calendar month;
- E stands for any income in connection with work in a calendar month.

- 4 The continued WGA benefit supplements the WGA follow-on benefit/WGA salary-supplementing benefit together with AAOP to the maximum WGA benefit and AAOP received during the duration of the salary-related WGA benefit.

This means:  $(WGA\ LGU + AAOP\ LGU) - (WGAX + AAOPx)$

Definitions:

- WGA LGU stands for WGA salary-related benefit;
  - AAOP LGU stand for AAOP during the salary-related benefit;
  - WGAX stands for WGA benefit VVU (follow-on benefit) or LAU (salary-supplementing benefit);
  - AAOPx stands for AAOP during VVU or AAOP during LAU.
- 5 The continued WW/WGA benefit ends and resumes on the same conditions and to the same extent as does the WW/salary-related WGA benefit. In deviation from this, the continued benefit continues during illness and pregnancy, unless the period of the continued benefit has expired.
  - 6 After an interruption of the entitlement to continued benefit, the end date of the continued benefit is postponed, just like with a WW or salary-related WGA benefit.
  - 7 As long as the employee concerned is entitled to both a continued benefit and any other statutory or extra-statutory benefit for the same loss of working hours, the continued benefit will serve as a supplement up to the level which would apply if there was no such concurrence.

### Article 2.3 **Follow-on benefit**

- 1 The employee concerned with a permanent contract who became unemployed before 1 January 2016 after a period of service of at least 5 years on the day of becoming unemployed is entitled to follow-on benefit after expiry of the period of the unemployment benefit.
- 2 The employee concerned with a permanent contract who became unemployed before 1 January 2016 after a period of service of at least 5 years on the day of becoming unemployed is entitled to follow-on benefit after expiry of the continued benefit.
- 3 They are entitled to one month's follow-on benefit for each full year of service.
- 4 The employee concerned as meant in the first or second paragraph who became unemployed before 1 January 2020 and was aged 55 years or older on the first day of unemployment and has a period of service of at least 10 years is entitled to follow-on benefit until the day on which the employee concerned reaches the state pension age.
- 5 The employee concerned as meant in the second paragraph who became unemployed on or after 1 January 2020 and was aged 56 years or older on the first day of unemployment and has a period of service of at least 10 years is entitled to a follow-on benefit until the day on which the employee concerned reaches the state pension age.
- 6 The follow-on benefit amounts monthly to the applicable pay-out percentage WW of the uncapped monthly wage (to the maximum of scale 12), taking into account any income from or in connection with work.

This means:  $70\% * (A \text{ minus } B * C / D)$ .

Definitions:

- The applicable pay-out percentage WW stands for 70%, or an adjusted percentage in

conformance with article 3.2;

- A stands for the uncapped monthly wage, with a maximum of the uncapped monthly wage associated with the maximum sum of salary scale 12, as incorporated in Appendix A of the CAO UMC, plus the vacation benefit;
- B stands for any income from or in connection with work in a calendar month;
- C stands for the daily wage (capped at a maximum sum of scale 12);
- D stands for the uncapped daily wage.

The follow-on benefit ends and resumes on the same conditions and to the same extent as does an unemployment benefit. In deviation from this, the follow-on benefit continues during illness and pregnancy, unless the period of the follow-on benefit has expired.

- 7 After an interruption of the entitlement to follow-on benefit, the end date is postponed, just like with an unemployment benefit.
- 8 As long as the employee concerned is entitled to both a follow-on benefit and any other statutory or extra-statutory benefit for the same working hours, the follow-on benefit will serve as a supplement up to the level which would apply if there was no such concurrence.

#### **Article 2.4 How to apply for supplementary, continued and follow-on benefit**

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

#### **Article 2.5 Payment of supplementary, continued and follow-on benefit**

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

#### **Article 2.6 Benefits for cross-border workers**

- 1 If, in connection with Article 71 (1a ii or b ii) of EC Regulation 883/2004, an employee is not entitled to unemployment benefit because he or she is living outside the Netherlands, the employee is entitled to supplementary benefit for the period referred to in paragraph 3, as long as he or she is entitled to statutory unemployment benefit in the home country and that benefit is lower than the unemployment benefit and supplementary benefit which he or she would receive in the Netherlands.

- 2 The employee is entitled to follow-on benefit from the time when the statutory unemployment benefit in the home country ends, until the end of the duration of the benefit as referred to in paragraph 3.
- 3 The amount and duration of the employee's benefit are equal to the unemployment benefit part and the extra-statutory part. The statutory benefit to which the employee is entitled over the same period in the home country will be deducted from this amount.
- 4 Articles 2.2 and 2.3 also apply if the employee is entitled to statutory sick pay, pregnancy benefit or maternity pay in the home country whilst receiving or in lieu of statutory unemployment benefit. This application will not exceed the maximum duration of the corresponding Dutch benefit.
- 5 The obligations and sanctions regime provided for in the Unemployment Benefits Act also apply to the benefits referred to in this article. In the event stated in paragraph 4, the obligations and sanctions regime provided for in the Sickness Benefits Act and the Work and Care Act, respectively, apply instead of the provisions of the Unemployment Benefits Act.
- 6 The employee must also immediately provide the employer, or the social security agency designated by the employer, with all such information as the employee should reasonably understand may affect the benefits received on the basis of this article.

#### **Article 2.7 Commutation**

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

#### **Article 2.8 Wage supplement**

- 1 Employees who are entitled to unemployment benefit, continued or follow-on benefit and who have accepted new employment are entitled to a wage supplement if:
  - a the new employment involves an employment contract, an appointment as a civil servant or a similar employment relationship under foreign law, and
  - b the new employment involves an uncapped daily wage below the uncapped daily wage of the employee's benefit, and
  - c the new employment involves at least 60% of the number of weekly hours for which the employee was entitled to benefit.
- 2 The first paragraph also applies if the employee is not entitled to unemployment benefit, continued or follow-on benefit, but would have been so entitled if he had not accepted new employment. The wage supplement will then be based on the unemployment benefit, continued and follow-on benefit to which he would have been entitled immediately after his loss of working hours as an employee.
- 3 There is no entitlement to a wage supplement if the employee was refused unemployment benefit wholly and permanently or, in the event of the second paragraph, would have been refused unemployment benefit wholly and permanently.
- 4 The entitlement to a wage supplement ends:

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

**Article 2.9 Guarantee benefit when losing new job**

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

**Article 3.4 Contribution towards removal expenses**

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

## CHAPTER 3 – SCHEMES AVAILABLE TO ENABLE REINTEGRATION

### Article 3.1 **Indexation**

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

### Article 3.2 **Amendments to this scheme in the event of unfavourable changes to the Unemployment Benefits Act**

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

### Article 3.3 **Death benefit**

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

## CHAPTER 4 – ANTI-ACCUMULATION

### Article 4.1 **Anti-accumulation transition benefit**

- 1 In the context of this article, transition benefit is defined as the transition benefit specified in article 673 of Book 7 of the Civil Code. If the employee's period of service is terminated by an agreement in which the employer and employee concerned have agreed a severance payment, then the severance payment in the context of this article is considered a transition benefit. If, however, the sum of the severance payment exceeds the sum of the statutory transition benefit, the excess is not considered part of a transition benefit. In that case the excess accumulates with the BWUMC.
- 2 In the context of this article, BWUMC benefit is defined as:
  - (a) the supplementary benefit specified in articles 2.1 and 2.6 par. 1;
  - (b) the continued benefit specified in articles 2.2 and 2.6 par. 2;
  - (c) the follow-on benefit specified in articles 2.3 and 2.6 par. 2;
  - (d) the lump-sum payment specified in article 2.7;
  - (e) the wage supplement specified in article 2.8;
  - (f) the guarantee benefit specified in article 2.9.
- 3 If the employee concerned is entitled to the transition benefit in connection with the end of his period of service, the transition benefit is deducted from the total of the BWUMC benefits specified in the second paragraph to which the employee concerned is entitled in connection with the end of his period of service. This is implemented by reducing the BWUMC benefit (periodic) repeatedly if necessary to the maximum of zero until the total of reductions is equal to the gross paid-out transition benefit.
- 4 This article comes into force on the same day that Wnra comes into force.



## CHAPTER 5 – FINAL PROVISIONS

### Article 5.1 Transitional provision

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

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

### Article 5.2 Effective date

The BWUMC came into force on 1 July 2008 and has been amended several times since then, the last revision taking effect on 1 January 2016 in the framework of the agreements made in the CAO UMC 2015-2017, which were elaborated further in the CAO UMC 2018-2020. This means that the BWUMC incorporated in Appendix P to the CAO UMC 2018-2020 with effect from 1 January 2016 replaced the BWUMC incorporated in Appendix P to the CAO 2015-2017.

### Article 5.3 Short title

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

## APPENDIX Q

# Generational regulations

In accordance with article 6.5 a regulation for physically demanding occupations for umc has been settled by the parties to this cao. This regulation was adopted in the LOAZ on 20 May 2022. This revised version of this regulation contains an adjustment of article 12, effective per January 1st, 2024. This revised version was adopted in the LOAZ on September 25th, 2023. The text of this regulation is included below. The further elaboration of the additional 3 generational regulations will follow.

## Physically demanding occupations regulations for umcs

### Preamble

The physically demanding occupations regulations were agreed within the frameworks of the 'Wet bedrag ineens, RVU en verlofsparen' [Lump Sum Payment, Early Retirement and Leave Savings Scheme Act] and the 'Maatwerkregulations duurzame inzetbaarheid en eerder uittreden (MDIEU)' [temporary early retirement scheme]. They cover the period from 1 November 2022 through 31 December 2025.

### Article 1 Definitions

In these regulations the following definitions are used:

- 1 **AOW-age:** the state retirement age, as specified in article 7a, first paragraph, of the General Old Age Insurance Act.
- 2 **Employee:** the employee as specified in article 1.1. of the cao, assuming that this involves an employment contract for an indefinite period.
- 3 **Employer:** the employer specified in article 1.10 of the cao.
- 4 **The regulations:** the temporary Physically demanding occupations regulations, as documented in this appendix of the cao umc; hereafter referred to as 'the regulations'.
- 5 **Physically demanding occupations benefit:** the gross sum that an employee receives on the basis of the regulations; hereafter referred to as 'the benefit'.
- 6 **Benefit recipient:** the employee who meets the conditions of the regulations and the agreements made and is thus entitled to a Physically demanding occupations benefit.
- 7 **Date of retirement:** the day on which the employment contract between the employee and their employer actually ends through unilateral termination by the employee.
- 8 **Physically demanding occupation:** a job position included in appendix I.
- 9 **Cao:** collective labour agreement for university medical centres
- 10 **Cao-parties:** employer and unions.
- 11 **Voluntary work:** A volunteer is someone who is not in an actual or fictitious employment relationship as defined for income tax/social security purposes, in other words not employed or 'in an official capacity', who works for:
  - an organisation that does not have to submit a corporation tax return,
  - a sport organisation or
  - a Public Benefit Organisation (ANBI); and – only receives compensation within the limits of the volunteers' compensation as specified in article 2 par. 6 Wages Tax Act 1964
- 12 **Unions:** CNV Connectief, FBZ, FNV Zorg en Welzijn, LAD and NU'91.

## **Article 2 Entitlement to benefit/participation under regulations**

- 1 Employees are entitled to a benefit, under the conditions elaborated in these regulations, if they:
  - a in the period from 1 November 2022 to 31 December 2025 have reached an age on the date of retirement that is at most three years and at least six months less than the state retirement age; and
  - b immediately preceding the date of retirement has been working for the employer for at least one year on the basis of an employment contract in a physically demanding occupation (see job listing in the appendix to this Regulation); and
  - c the job is placed in a salary scale up through salary scale 11; and
  - d has at least 20 years of participation in the pension scheme of the umcs (ABP) and/or the Pensioenfonds Zorg & welzijn (PFZW), to be confirmed by the employee using the appropriate format; and
  - e in the context of terminating the employment contract is not claiming a benefit to replace wages on the basis of the Unemployment Insurance Act (WW); and
  - f before, on or after the date of retirement does not accept a new position, or continue an existing ancillary job(s), unless this is voluntary work; and
  - g does not establish themselves before, on or after the date of retirement as an entrepreneur who obtains income from that company as a freelancer or continues an existing company.
- 2 Participation in the scheme is voluntary. The employee determines how many months they would like to participate. The maximum period for participation is 36 months and the minimum period is six months.
- 3 The employee with a partial benefit from the Return to Work Scheme for the Partially Disabled (WGA), who meets the conditions set in par. 1, is entitled to a benefit for the partial salary he receives along with the benefit. The employee who is entitled to a sickness (ZW) or an IVA (Income Provision (Fully Disabled Employees) Regulation) benefit is not entitled to this benefit.

## **Article 3 Duration, amount and payment of benefit**

- 1 The benefit recipient receives a monthly benefit in the sense of these regulations starting from the date of retirement. The benefit is awarded for at most 36 months.
- 2 Awarding of the benefit in the sense of these regulations cannot be done with retroactive effect.
- 3 The gross monthly benefit amounts to the sum specified in article 32ba par. 7 Wages Tax Act 1964. This applies to the benefit recipient who was working prior to the date of retirement on the basis of a full-time employment contract for an average of 36 hours per week as described in article 1.1 of the cao.
- 4 The benefit recipient who was working part-time prior to the date of retirement is entitled to a benefit proportional to the number of contract hours compared to a full-time position at the time of submitting the application as specified in par. 3 of this article. If the number of hours worked increased in the 12 months preceding the starting date of the regulations, the number of contract hours is used that the employee worked on the last day before this

increase. For an employee participating in a generational arrangement on 31 October 2022 (for example, 80-90-100), the reduction in the work week due to participation in this generational arrangement is not taken into account.

- 5 Participation in the scheme starts on the first day of the month.
- 6 In the month in which the benefit recipient reaches the state retirement age, the benefit is paid proportionally, with the number of calendar days from the first day of the month to the day on which the state retirement age is reached being divided by the total number of calendar days of the month in question.
- 7 Payment is made monthly along with the standard salary payment by the employer.
- 8 The existing and future monthly gross benefits are indexed according to the sum specified in article 32ba par. 7 Wages Tax Act 1964. The benefit never exceeds the exempt amount in the sense of the specified article.
- 9 The benefit is paid monthly by the employer to the benefit recipient, with deduction of the legally obligatory deductions.
- 10 The benefit recipient receives a monthly statement (digital or paper) of the benefit paid and an annual statement once a year (digital or paper).

#### **Article 4 End of entitlement to benefit**

- 1 The entitlement to the benefit on the basis of these regulations ends on the day on which the benefit recipient reaches the state retirement age applicable to him.
- 2 The entitlement to the benefit ends before the date specified under par. 1 if the benefit recipient:
  - a dies, unless the benefit recipient cohabited with a partner as specified in article 1.1 of the cao. In that case the partner, while alive, receives the benefit for the remaining period;
  - b in the framework of the termination of this employment contract, receives a benefit replacing wages on the basis of the Unemployment Insurance Act (WW);
  - c starts a new job starting on the first day on which he began working in it, or continues an existing ancillary position(s);
  - d establishes himself as an entrepreneur before, on or after the date of retirement and receives income as a freelancer from that company starting on the first day he is working as a freelancer or continues an existing company.

#### **Article 5 Submitting an application under the regulations**

- 1 The employee who would like to be considered for a benefit on the basis of these regulations can submit a suitable application to the employer at the earliest six months before the date of retirement to evaluate whether the criteria for the regulations are met.
- 2 The application is submitted using the appropriate application form that is completely and truthfully completed and signed by the employee and accompanied by documentation confirming that the employee has participated for at least 20 years in the pension scheme of the umcs (ABP) or the Pensioenfonds Zorg & welzijn (PFZW).

**Article 6 Decision on meeting the criteria**

- 1 The employer decides within two weeks after receipt of the application whether the conditions for the regulations have been met. The decision is communicated to the employee in writing. If conditions hinder making a decision within two weeks, the employee will be informed of this delay in writing, explaining the reason for the delay, and the deadline by which the decision can be expected (maximum of four weeks).
- 2 The employee who does not agree with the employer's decision can submit a suitable objection to the Arbitration committee for Physically demanding occupations regulations.
- 3 Only fully completed applications will be handled by the employer.
- 4 Incomplete applications must be resubmitted. In that case, after completing the incomplete application, the date of receipt is considered the date of receiving the completed application.

**Article 7 Definitive participation under the regulations**

- 1 In order to participate, the employee who meets all conditions of the regulations terminates his employment contract promptly and legally by unilateral resignation, taking into account the applicable period of notice.
- 2 The employee who wishes to be considered for the benefit declares his agreement with the rights and obligations applicable to him deriving from these regulations.
- 3 The benefit recipient promptly provides the employer with information of his own accord about accepting a job and/or conducting work as a freelancer and/or requesting a benefit replacing wages on the basis of the Unemployment Insurance Act (WW) before, on or after the date of retirement.
- 4 During the duration of the benefit, the benefit recipient is obliged, in addition to the specifications in par. 3, to supply all information voluntarily or upon first request of the employer which can reasonably affect the continuation of the entitlement, amount and duration of the benefit.

**Article 8 Withdrawal and modification of the decision to pay benefit**

- 1 If the benefit recipient or his next of kin does not, not promptly, incompletely or incorrectly provide information required on the basis of these regulations upon request or voluntarily, a decision can be made about withdrawing and stopping future benefit, or a current benefit. The benefit recipient or his next of kin is considered to have not, or not promptly, provided the information specified in this paragraph if the employer has not received the information within two months after receipt of the first request or immediately after the fact that is to be reported voluntarily is known to the benefit recipient or his next of kin.
- 2 The employer is entitled to claim back from the benefit recipient or his next of kin the direct or indirect damage incurred by the employer as a result of the information not provided, not promptly, incompletely or incorrectly by the benefit recipient or his next of kin or otherwise not meeting the conditions set in these regulations, whether or not consisting of benefits paid in excess, social security contributions and interest. In this case, the employer retains the right to seek redress by reducing the current benefit.

- 3 In the case of fraud, falsification in writing or any other criminal offence as specified in the Criminal Code, the employer can report it to the authorities. This does not affect the possibility of claiming any damages in civil proceedings or otherwise, whether or not in the form of undue payments, from those involved.
- 4 The previous paragraphs are not applicable if the benefit recipient or his next of kin cannot reasonably be accused of a behaviour as specified there, excluding the appeal to ignorance of the content of these regulations.
- 5 The employer sends the decision to take steps as specified in this article to the benefit recipient or his next of kin in writing and accompanied by supportive rationale, with mention in any case of why this measure is being imposed and what its scope and duration are.

**Article 9 Recovery of paid undue benefit**

- 1 If the partially or entirely undue benefit has already been paid out, that benefit or that part of the benefit are recovered from the person to whom undue payment has been made. With undue payment of the benefit, the gross paid sum of the benefit is recovered from the benefit recipient or his next of kin. If possible, the recovery will be offset against future benefit.
- 2 No recovery is possible later than five years after the date on which the employer ascertained that the undue benefit was paid.
- 3 If there are compelling reasons for it, the employer can waive all or some of the recovery.

**Article 10 Further stipulations**

Cao parties are competent to create further stipulations as required for a responsible implementation of the regulations.

**Article 11 Hardship clause (per January 1st, 2024)**

1. For cases not provided in these regulations, the employer will act in according to the spirit of the regulations (with any decision not creating a precedent for other situations).
2. If the provision or implementation of these regulations would lead to an unreasonable situation, in the judgement of the employer, the employer can decide to deviate from the regulations in favor of the employee concerned. Each employee can submit in writing and with reasons substantiated the relevant appeal on the hardship clause to the employer.
3. The employer decides within twelve weeks after receipt of the appeal on the hardship clause. The decision is communicated to the employee in writing and substantiated with reasons. If the employee submits an objection against the decision in accordance with article 12 of these regulations, the Arbitration Committee for Physically Demanding Occupations regulations will review the employer's decision marginally.

**Article 12 Arbitration committee for Physically demanding occupations regulations**

- 1 The employee or benefit recipient who cannot accept a decision that concerns him and that follows from the application of these regulations can submit a written appeal to the national arbitration committee for Physically demanding occupations regulations, with the request to review a decision arising from these regulations.

The arbitration committee consists of three members: the NFU and the unions each appoint one committee member who then jointly choose a third person as the independent chair.

- 2 The Arbitration committee for Physically demanding occupations regulations prepares a written weighty opinion supported by justifications for the employer. A copy of this is sent to the employee or benefit recipient.
- 3 The Arbitration committee for Physically demanding occupations regulations documents its working procedure in a regulation.

**Article 13 Anti-cumulation**

The employee who participates in these regulations may not participate in any other regulations (legal or otherwise) and/or receive compensation deriving from the employment contract (its termination), cao, company regulations, and/or otherwise.

## APPENDIX TO THE REGULATION PHYSICALLY DEMANDING OCCUPATIONS IN UMCS

Job family/reference jobs	Job titles
<i>Nursing and Care job family</i>	
	Home care assistant/care assistant
home care assistant 2, ward assistant 3 care assistant carer 5 carer 6	Carer Maternity assistant Nurse, Specialised nurse (MC, HC, IC, CCU, NEON, SEH, Diabetes, Onco, Haemat, Obstetrics, Dialysis, Transfer, organ donation, etc.)
nurse 7	Socio-psychiatric nurse
nurse 8a, 8b	Nursing expert / practitioner
Nursing consultant 8	Nursing consultant
ICU nurse 8b	Nursing specialist
ICU nurse 9a	Nursing team leader (if working >50 % in physically demanding occupation)
ICU nurse 9b	
nursing consultant 9b	
research nurse	
nurse scientist	
nursing specialist 10	
<i>Analytical job family (except research analyst)</i>	
	Laboratory assistant
Scientific laboratory employee 11	Analyst
Scientific laboratory employee 10	Biotechnician (analyst)
Analyst 8	
Analyst 7	
Analyst 6	
Analyst 5	
Analytic assistant 4	
Laboratory assistant 2	



**Job family/reference jobs****Job titles***Functional family Facilities (except ICT and the central operator)*

Facility employee 2	Cook / Diet cook
Facility employee A3	Domestic worker / Service employee / Dressing assistant / Dishwasher / Department assistant
Facility employee B3	Catering employee / Catering facilities employee
Facility employee 4	Nutrition and household assistant
Facility employee 5	Facility employee / logistics staff
Facility employee 6	Sterile medical supplies staff
Sterilisation assistant 4	Security guard / Security assistant
Catering facilities employee 3	Technician/Instrumentation technician / Radiotherapy technician
Catering facilities employee 5	Work planner / implementer / service technician / operator
Technical staff 5	
Technical staff 7	
medical instrument technician 6	
medical instrument technician 8	

*Independent job names*

Operation assistants	Operation assistant
Anaesthesia assistants	Anaesthesia assistant / Sedation practice specialist / Clinical perfusionist
Midwives	Midwife
Radiodiagnostic lab technician	Radiodiagnostic / therapeutic / nuclear lab technician
Radiotherapeutic lab technician	Radiodiagnostic / therapeutic / nuclear lab technician
Physician assistant	
Physiotherapist	
Occupational therapist	
Remedial therapist	
Cast technician	

If the cao-parties ascertain when implementing the regulations that a job position needs to be added, this list can be adjusted in the interim. Both cao-parties can take the initiative to do so. The party taking the initiative submits a clearly supported proposal to the other cao-party. If the cao-parties jointly agree, the job position is added to the list from that time.

# Subject index

<b>Subject</b>	<b>Article/appendix</b>	<b>Subject</b>	<b>Article/appendix</b>
24-hour shift allowance for academic medical specialists	15.4.1	Emergency leave	7.3.3
Academic medical specialists	15.1	Employment for a period of training	2.4.4
Accommodation expenses	5.1.4	Employment for a specific period	2.4
Allowance for deputising	4.7.2, appendix F	Employment for a specified period	2.4.2
Allowance for working irregular hours	4.7.3, 13.5	Employment for specific work	2.4.3
Allowance for working unsocial hours for academic medical specialists	15.4.2	End-of-year bonus	4.4
Allowance to stimulate mobility	4.9	Exceptional medical expenses	9.6.1
Allowances for trainees	appendix G	Graduation bonus	17.4.4
Annual appraisal	3.6.1	Health insurance	9.6
Annual hours system	6.4	Holiday allowance	4.5
Annual working hours	6.1	Holidays	7.1
Annual working hours for academic medical specialists	15.6	Holidays for academic medical specialists	15.7
Annual working hours of medical interns	13.3	Inflow and throughflow jobs for the long-term unemployed	4.3.1
Annual working hours of students	16.6.1	IZA/AZ compensation scheme	9.6.1
Annual working hours, less than full-time	1.1.2	Job grading	4.2
Bonus for excellence for academic medical specialists	15.4.6	Job performance allowance	4.7.1
Bridging days	7.1.5	Job-related expenses	15.9.1
Business trip, in Netherlands	5.1	Labour market-related bonus	4.8.1
Business trip, international	5.2	Leave by operation of law	7.2
BWUMC	11.13	Leave for adoption and foster care	7.3.6
Care leave (short-term)	7.3.4	Leave for union activities	7.3.8
Career advice	3.5	Legal assistance	5.9
Child Care	5.1	Liability of employee	9.2.1
Commuting	5.3	Liability of UMC	9.2
Confidentiality	9.8	Life-course savings scheme and Appendix Q	18.4
Conscientious objections	9.10	LOAZ	1.3
Death benefit	9.7	LOAZ disputes committee	1.3.3
Definitions	1.1.1, 8.1	Local consultation	1.4
Discharge due to reorganisation	11.8	Long-service anniversary	4.6
Disciplinary sanctions	10.2	Loyalty premium	4.8.2
Duration of the CAO	1.11	Maternity leave	7.3.5
		Meals allowance	5.6

<b>Subject</b>	<b>Article/appendix</b>	<b>Subject</b>	<b>Article/appendix</b>
Medical examination	8.6	Researcher in training (OIO)	17.3, Appendix D
Medical specialists	14.1	Roster shift	6.3
Min-max and zero-hours appointment	2.4.2.1	Salary	4.1
Mobility allowance for academic medical specialists	15.4.3	Salary of academic medical specialists	15.3, Appendix H
Notice period	11.3	Salary of medical school graduates and medical interns	13.2, Appendix B
Occupational disease / accidents during work	8.5.3, 9.6.2	Salary of students	16.6.2, Appendix D
Occupational health care	8.2	Social plan	1.8
On-call and standby shifts	4.7.4	Social policy	Appendix J
Other staff in training	17.1	Social policy framework	1.7
Outside activities	9.3	Special leave	7.3
Overtime	4.7.6	Students	16.1
Parental leave	7.3.7	Study leave for academic medical specialists	15.9.2
Partner	1.2	Suspension	10.1, 10.2
Pension	11.3, 18.3	Termination of contract of employment due to reorganisation	12.8
Performance bonus	4.10	Termination of employment	11.1
Personal budget, extra	3.3, 15.11	Termination of employment for a specified period	11.7
Political leave	4.12	Terms of employment selection model	18.1
Pre-clinical training period/ training contract	16.5	Trade union activities, local	1.5
Procedure for lodging an objection - FUWAVAZ	4.2.1	Training and education	3.1
Professional Charter	Appendix I	Training and education for academic medical specialists	15.9
Public holidays	6.2.2	Training and education for medical interns	13.4
RBWAZ	12.13	Training costs	3.1.2
Reassignment	8.5.1	Training costs of students	16.6.3
Reduction of working hours for employees in direct patient care	6.1.4	Training regulation for AIOs	13.6, Appendix H
Reimbursement of telephone expenses	5.5	Transfer	9.1
Reintegration	8.3	Work and Care Act (WAZO)	7.3.3, Appendix O
Removal costs	5.4.1	Workers from temporary employment agencies	4.14
Reorganisation code	1.6		
Reporting sick	8.4		
Requirement of consensus	1.3.2		
Re-registration for BIG	5.8		

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