

**Consultations on Collective Labour
Agreement for Dutch Universities (CAO-NU)**

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**Negotiation settlement
Collective Labour Agreement for Dutch
Universities (CAO-NU)
1 April 2023 to 30 June 2024 inclusive**

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On 28 June 2023, the Association of Universities in the Netherlands (UNL) acting on behalf of the universities, on the one hand, and the employee organisations FNV, FBZ, CNV Overheid and AOB on the other, hereinafter referred to as the 'parties', made the following general agreements on the development of the employment terms and conditions for the Dutch Universities.

The parties will determine, by 26 July 2023 at the latest, whether this negotiation settlement will be converted into a definitive agreement.

1. Term and remuneration

The collective labour agreement is effective from 1 April 2023 to 30 June 2024 inclusive. On 1 August 2023, the salaries of university employees who are employed by a Dutch university will receive a general increase of 9.0%. This salary increase will be paid no later than September 2023.

In addition to the foregoing, university employees¹ who are employed by a Dutch University on 1 August 2023 will receive a one-off lump sum payment in the month of September 2023. Based on full-time employment, this payment will be in the gross amount of €1200 for employees who receive the minimum hourly wage for the university sector, €1000 gross for employees up to and including pay scale 9 and €800 gross for employees in scale 10 or higher.

The redistributed VPL premium is part of the section on pay. At this time, the CAO-NU parties are operating on the assumption that the redistributed VPL premium will be equal to 1.5% of the total pay.

Should the redistributed VPL exceed 1.5%, the part above the 1.5% from 2023 will still be paid as a one-off payment in the next collective agreement and will be structurally included in the pay bargaining range in 2024.

In the event the Pensions Board and/or ABP decide to use a portion of the redistributed VPL to cover the costs of the new pension contract, this portion of the VPL will be settled against the pay bargaining range available when the next collective agreement is drafted.

Parties additionally agree that:

- a. As from 1 August 2023, the TOIO scale in the salary table will be eliminated and the minimum hourly wage for the university sector will apply to Trainee design engineers (*Technisch ontwerpers in opleiding*, TOIO).
- b. Effective in the calendar year 2023, the year-end allowance as referred to in Article 3.4 of the CAO-NU will be paid out in November.

2. More permanent employment contracts

The CAO parties feel it is vital that employees at universities have ample prospects for building a career. Yet the parties also note that the number of lecturers with a temporary contract has grown, making it impossible to offer sufficient prospects in all cases. To that end, the CAO parties have agreed to reduce the number of lecturers with a temporary employment contract.

According to the latest available WOPI figures (2021) for the sector, 15.0% of academic staff with teaching duties (full professors, associate professors, assistant professors, lecturer categories 1 through

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

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4) have a temporary employment contract. Here, we apply the definition that all full professor, associate professor and assistant professor positions are permanent, as are those of lecturers with a permanent employment contract, and are calculated in FTE. Parties have agreed that the sector will reduce this figure to 13.5% within a period of no more than three years. This means that around 300 temporary teaching positions will be converted to permanent jobs, either as a permanent lecturer or an assistant professor. Individual universities have a best-efforts obligation to achieve their part in this sector-wide challenge. Progress in this area will be discussed each year when the new WOPI figures are announced in the local employees' organisations.

The above will require a major effort from universities. In the step towards achieving improved, more attractive employment practices in relation to temporary employees, all managers will be asked to schedule the necessary staff deployment more strategically over the longer term and, in some places in the sector, adjustments to the teaching model may be in order as well.

With regard to permanent jobs, the CAO parties have furthermore agreed that:

- a. Paragraph 5c of Article 2.3 will expire with effect from 1 August 2023, and for employees who are at that moment temporarily employed on the basis of that provision, the employment contract will end by operation of law on the date agreed to by the parties;
- b. In paragraph 4 of Article 2.2, with effect from 1 August 2023, the exception regarding the maximum duration of consecutive employment contracts will be eliminated;
- c. When recruiting assistant professors, in the framework of good career policy, priority will be given to existing lecturers and researchers who have obtained their doctorates. They will have preferential status as internal candidates (after those employees referred to in Article 9.13), provided they are suitable in terms of meeting the stated requirements for the position. This preferential status means that, during recruitment for an assistant professor, a lecturer or researcher who holds a PhD and is employed by the institution in question will, if they apply for a newly available position in their own discipline or a related field, be invited for an interview/selection interview. In cases of equal suitability, this candidate will be given preference over an external applicant.
- d. Likewise, during recruitment for a position as permanent lecturer, a lecturer employed by the institution in question will, if they apply for a newly available position in their own discipline or a related field, be invited for an interview. If assessment shows that they meet the specific requirements for the permanent position, this candidate will be given preference (after those employees referred to in Article 9.13) over an external applicant.
- e. From 1 January 2024, the tenure track policy in the CAO-NU will be refined by clarifying in Article 6.6, paragraph 2a of the CAO-NU that a tenure track leads to a permanent employment contract in a higher academic job profile. Article 10.7 of the collective agreement is applicable here as well.

3. Diversity and inclusion

More inclusion in recognising holidays and anniversaries

In order to accommodate employees in the practice of their personal and/or religious beliefs, parties wish (effective from 2024) to offer the possibility of paid leave on a holiday that is significant to them by allowing employees to exchange the day of leave on Good Friday for another holiday or anniversary.

Gender transition leave

Parties wish to take an initial step toward introducing (partially paid) gender transition leave for visits to a physician or psychologist in connection with the diagnosis, medical transition and/or hormone therapy during the transition period and therefore agree that from 1 August 2023, in anticipation of statutory provisions, this leave will be provided for in the CAO for a period of two years. If, in the interim, statutory frameworks in connection with gender transition leave are introduced, this article will expire, and the CAO parties will consult with one another to determine whether further agreements are necessary.

Making the text of the collective agreement simpler and more inclusive

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Parties have agreed to conduct a joint study aimed at simplifying the CAO-NU text without making any changes to the substantive meaning of that text. The first step in this direction is to ask an external party to submit a proposal for reformulating the current CAO-NU text to make it as gender-neutral as possible.

4. Recognition & Rewards

Room to experiment with R&R in the CAO

Parties have agreed to provide scope for local experiments and pilots in connection with R&R. The goal is, if necessary, to create scope within the local employees' organisations in relation to the standard provisions of the CAO-NU.

Institutions may take individual decisions regarding the form of experiments and pilots involving the topics mentioned in the roadmap for Recognition & Rewards. In the event these apply to the standard provisions of the CAO-NU, the matter may be addressed within the local employees' organisations. This is naturally on the condition that such experimentation must not be detrimental to the employee or irreversible in nature. Following discussion within the local employees' organisations, these agreements will be submitted to the CAO-NU parties (OWV) for information purposes.

Development days for long-term employability / R&R

Due to a stronger focus on work pressure and development space for R&R, parties will (from 1 January 2024) expand the number of development days set out in the current CAO for training, development and long-term employability from 2 to 3 days, with all 3 days to be explicitly linked to development within the context of Recognition & Rewards and/or long-term employability.

Study arrangement on collaborating in teams in academia

Parties have reached a study arrangement on collaborating in teams in academia. In the study, relevant academic research will be collected and exchanged based on practical experience and experimentation. The parties in the collective agreement will establish further agreements regarding the content of this study agreement no later than 1 October 2023.

5. Long-term employability

Realistic set of duties a topic during appraisal interview

Parties have agreed to include a 'realistic set of duties' as a topic during annual appraisal interviews from 2024, as part of the section on the well-being of the employee.

Vitality pact

Parties have decided that, with effect from 1 August 2023, the percentages for the continued wage payment in the Vitality pact up to and including scale 7 will be increased to 80% for the 0.4 variant and 90% for the 0.2 variant.

Catch-all provision regarding the early retirement scheme

Parties have agreed that from 1 August 2023 to 31 December 2025 inclusive, local customised agreements may be made in connection with the early retirement scheme (*Regeling voor Vervroegde Uittreding*, RVU) within the statutory and fiscal requirements stemming from the Customised Arrangement on Long-term Employability and Early Retirement.

Agreements on night-shift work for employees aged 57 and up

Parties have decided to include a phase-out arrangement for night-shift work in the CAO, effective 1 August 2023. Institutions which opt to implement this arrangement must effectuate the phase-out no later than 1 January 2025. This agreement also applies to employees aged 60 years and over.

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Amendment to pay-scale guarantee

Parties have decided that from 1 August 2023, Article 6.11 (support and management staff mobility) of the CAO-NU will be amended to allow for the possibility, with the consent of the employee in question, of transferring an employee to a position in a lower pay scale and having that pay scale apply. In order to properly establish the corresponding terms and guarantee, an associated article with phase-out arrangements will be added to the CAO.

Restriction of function-based contracts

Parties have decided, as of 1 January 2024, to restrict participation in function-based contracts to employee in scale 11 or higher.

Reassignment in the event of occupational disability

Parties have agreed that, as from 1 August 2023, an employee whose remaining earning capacity is over 65% may – with the consent of the employee and while retaining their terms of employment – be reassigned to a position outside their own institution on a secondment basis.

Continued payment of wages in the event of illness

Parties agree that, effective 1 January 2024, the percentages of an employee's wages that will continue to be paid in the event of illness will be adjusted so that, in the first year of illness, the employee will continue to receive 100% of their wages and, in the second year of illness, 70% of their wages. Employees who, as of 1 January 2024, are receiving 76% of their wages will continue to receive this percentage until the end of the sick leave period.

Facilities for trade unions

In the local employees' organisations, agreements will be made regarding how trade unions (collectively and individually) will be given access to the communication channels of the universities in order to draw attention to their activities in the workplace. They will also be permitted to distribute physical means of communication.

In addition, the trade unions (CAO parties) will organise a 'trade union month' at the start of the academic year. Employees who become member in this month will be reimbursed for one-half of their first annual contribution, up to a maximum of €100 per employee.

The trade union contribution will be added as a goal in Article 5.4, paragraph one of the individual choices model.

6. Other agreements

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

- a. The agreements from the CAO for international students (Appendix E.3) will be added to the CAO in the interim, in the form of a new CAO Appendix N;
- b. Once it is completed, the revised sectoral scheme on work for third parties will be adopted as Appendix J.3 of the CAO;
- c. Editorial changes will be made to the following articles based on further agreements and/or changes to legislation: Article 9.1 (reorganisations); Article 3.26 (stand-by shifts from home); Article 2.5, paragraph x (birth leave as a reason for extension) and the ZANU (holiday during illness);
- d. That a guideline for bereavement leave will be drafted by the local employees' organisations of the institutions;
- e. In adopting the amended text of the CAO-NU, the Editorial Board will implement a number of editorial/technical changes that are not related to the content of the text.

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Agreed on 28 June 2023,

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