

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

FNV

AC/FBZ

CNV Overheid

AOB

UNL

**Negotiation settlement on
Collective Labour Agreement for Dutch
Universities (CAO-NU),
1 April 2022 to 31 March 2023 inclusive**

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On 12 May 2022, Universities of the Netherlands (UNL) acting on behalf of the universities, on the one hand, and the employee organisations FNV, AC/FBZ, CNV Overheid and AOB on the other, hereinafter referred to as the 'parties', made the following general agreements on the development of the employment terms and conditions for the Dutch Universities.

The parties will determine, by 9 June 2022 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 2022 to 31 March 2023 inclusive. On 1 July 2022, the salaries of university employees who are employed by a Dutch university will receive a general increase of 4.0%. This salary increase will be paid no later than August 2022.

In addition, university employees¹ who are employed by a Dutch University on 1 July 2022 will receive a one-off gross lump sum payment of €400 (based on full-time employment) by August 2022. University employees¹ who are employed by a Dutch university on 1 July 2022 and who receive the minimum hourly wage (€14 as of 1 July 2021) will receive a one-off gross lump sum payment of €750 (based on full-time employment).²

2. Agreement on study into contractual position of Teachers

The parties acknowledge the need to create clear career prospects for Teachers. This does justice to teachers' contributions to the university sector and testifies to good employership that encompasses the needs of this group of employees. To this end, the parties will start a joint study in September 2022 to determine how the contractual position of Teachers can be improved in the coming collective labour agreement period on the basis of data analysis, which will focus in particular on the possibilities for creating a larger number of permanent contracts. In doing so, this study will consider the possibilities and limitations from an organisational perspective. The outcomes of this study will serve as input for the negotiations on the next collective labour agreement.

3. Parental leave on partial pay

On 2 August 2022, the amendment to the legislation concerning parental leave on partial pay will take effect. Consequently, the parties have agreed to amend the university regulations for parental leave on partial pay as follows with effect from 1 August 2022:

1. With effect from 1 August 2022, the percentage for the continued wage payment for a maximum period of thirteen times the contractual weekly working hours during the first year of the child's life will be increased to 70%³ of the employee's wage. The other provisions of the university regulations will remain in force. If an employee has any outstanding entitlement to parental leave on partial pay in the first year of the child's life as of 1 August 2022, the same percentage of 70% will apply from this date.
2. The provision in the current regulations (Article 4.16(1) of the CAO-NU) that an employee is only entitled to parental leave on partial pay after having been employed for one year will cease to apply from 1 August 2022. The provision that an employee is not entitled to parental leave on partial pay for

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.

² Trainee design engineers (TOIOs) will receive a one-off gross lump sum payment of €750 (based on full-time employment).

³ Net of the statutory paid parental leave paid out by the Employee Insurance Agency (UWV).

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a child for which they already took such leave with another employer (Article 4.16(4) of the CAO-NU) will also cease to apply from 1 August 2022. This provision will be replaced by a provision whereby the number of weeks of parental leave taken with the previous employer is settled against the parental leave entitlement.

3. The repayment scheme (Article 4.18(5) of the CAO-NU) will cease to apply from 1 August 2022.

4. Recognition & Rewards in the preamble to the CAO-NU

The parties have decided to include the following text in the preamble to the Collective Labour Agreement for Dutch Universities (CAO-NU).

University employees deliver academic education, research and impact for the purposes of generating and sharing scientific knowledge. This also involves finding answers to the social issues of today and those of the future.

Social and scientific challenges demand increased collaboration and a multidisciplinary and impactful, open scientific practice, partly based on Open Science. This requires a system of recognition and rewards that is appropriate to these challenges. Providing employees with suitable recognition and rewards for their performances, individually and as a team, fosters an inspiring and healthy work environment.

Offering academics room for differentiation in their careers is essential. This particularly concerns offering them options to set different priorities in their individual careers and career stages, in terms of their focus on academic education, research, impact, patient care and leadership. Combined with a stronger focus on teamwork and team spirit, this will be essential to retain our strengths in the future, including on the international stage. This requires a fundamental culture change in education and research and in terms of cooperation in the broadest sense.

The parties to the collective labour agreement recognise the importance of this change, which will in part be implemented on the basis of the nationwide Recognition & Rewards programme. The development and achievement of the envisaged change will primarily be the responsibility of the educational institutions. Exploring, experimenting, inspiring, co-creation, sharing good practices and learning from each other are key elements of this joint programme. Where necessary, the developed innovations will be embedded in, and reinforced by, sector-wide frameworks.

At this stage, the parties will start with a periodical sector-wide exploration and discussion of developments as part of the Recognition & Rewards programme. The purpose of this is to jointly make preparations for an open exchange of ideas and for any required translation into nationwide frameworks, in good mutual consultation and in line with relevant sector-wide and intersectoral developments.

5. Other agreements

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

- a. Technical amendments will be made to Article 6.10 (training) and Article 1.14 (ancillary activities) of the CAO-NU on the basis of the Transparent and Predictable Working Conditions Act (*Wet transparante en voorspelbare arbeidsvoorwaarden*). The amended text of Article 6.10 is included in the appendix to this negotiation settlement. The text of Article 1.14 will be amended by the Editorial Board.
- b. In adopting the amended text of the CAO-NU, the Editorial Board will implement a number of editorial/technical changes.
- c. The parties strive to conclude the next CAO-NU by 31 March 2023.

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Agreed on 12 May 2022,

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Appendix:

Amendment to text of paragraphs 2, 4, 5 and 6 of Article 6.10 of the CAO-NU:

2. The employer can oblige the employee to attend a study programme or training, if this is necessary to properly perform the duties of a current or future position. The employer will provide the necessary facilities, such as the reimbursement of study costs and travel expenses. The attendance of a study programme or training will qualify as working hours and will where possible take place during working hours.

4. If the request referred to in paragraph 3 concerns a study programme or training that relates to the employee's position, the employer will provide facilities, such as the reimbursement of study costs and travel expenses. The attendance of a study programme or training will qualify as working hours and will where possible take place during working hours.

5. The employer shall provide the employee with the necessary facilities, even when there is little relation between the study programme or training and the current or future position, if this contributes to the employee's career development.

6. No repayment obligation will apply to, and no conditions can be set for the facilities to be provided in respect of, a mandatory study programme or training and a study programme or training related to the employee's position. The employer can only impose a repayment obligation and/or set conditions for the facilities to be provided in respect of the other cases referred to in paragraph 5. The employer can set further regulations with regard to the provision of facilities, as referred to in paragraph 5.

This translation is meant as a service to non-Dutch-speaking employees of the universities. However, in case of a difference of interpretation, this translation cannot be used for legal purposes. In those cases, the Dutch text of the onderhandelaarsakkoord cao Nederlandse Universiteiten 1 april 2022 tot en met 31 maart 2023 is binding