



NEDERLANDSE FEDERATIE VAN
UNIVERSITAIR MEDISCHE CENTRA

Cao university medical centers 2024 - 2025



Cao University Medical Centres 2024 - 2025

1 JANUARY 2024 THROUGH 31 DECEMBER 2025

ADOPTED IN THE LOAZ ON 10 JULY 2024

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Foreword from the Cao parties

This is the thirteenth edition of the collective agreement for university medical centres (cao umc), revised to align with the cao agreement for the cao umc 2024-2025 dated 1 April 2024. The complete version of the cao agreement is included as Appendix S to this cao.

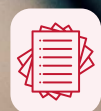
This collective labour agreement sets out the legal position of all employees of the seven umcs. The cao umc has been registered with the Ministry of Social Affairs and Employment and is a cao within the meaning of the Collective Agreements Act.

The content of this thirteenth edition specifies the labour conditions as applicable from 1 January 2024, 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.





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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 Professional organisation for healthcare professionals



List of abbreviations

AAOP	ABP ArbeidsongeschiktheidsPensioen; Occupational Disability Pension as referred to in the Public Servants' Superannuation (Privatisation) Act
ABP	ABP pension fund
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
FBZ	Federatie van Beroepsorganisaties in de zorg en daaraan gerelateerd onderwijs en onderzoek [Federation of Professional Organisations in Healthcare]
FUWAVAZ	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	NU'91 Professional organisation for healthcare professionals
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
ZW	Sickness Benefits Act



General provisions

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;

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;

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, 4.7.8.1, 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 Amsterdam AMC foundation in Amsterdam, acting under the name Amsterdam UMC.
 - b The public-law legal entity Academic Hospital Rotterdam in Rotterdam, acting under the name Erasmus University Medical Centre Rotterdam (Erasmus MC).
 - 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 a and f 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 2024 through 31 December 2025.

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).



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 Sollicitatiecode).
- 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 recruitment 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 24 months.
- 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 taken 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.
- 5 The employment contract of trainee researchers (OIO) can be extended by the term of maternity leave taken (supplementary) and paid parental leave at the employee's request. This is in addition to the existing possibility for extension of maternity leave (Article 2.4.4 par. 3).

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 project¹;
 - 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 secretary²;
 - 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 contract³.
- 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 employee⁴.
 - 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 intern⁵.
 - 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;

-
- 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.
 - 3 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.
 - 4 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.
 - 5 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.



- 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).

ARTICLE 2.4.6 Extension of temporary employment contract for researchers

The employment contract for researchers specified in Article 2.4.5 par. 4 part a can be extended at the researcher's request by the term of the maternity leave (supplementary) and paid parental leave taken during the employment contract, if the maximum permitted term of 48 months and maximum of 3 employment contracts is not exceeded by the extension.

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

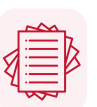
- 1 The employee shall, if possible before commencing employment, be provided with an employment contract and a copy of this cao.
- 2 The employment contract shall include at least the following elements:
 - a the name, first name(s) and date of birth of the employee;
 - b the commencement date of the 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.



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) or in the context of reintegration as specified in Article 8.3 (employer's reintegration obligations).
- 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 (only for the employability-oriented training specified in Article 3.1 par. 4) 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 1/24th 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 1957: 2.9% of the salary
- 3 In derogation from the provisions of paragraph 2, for employees born in 1957 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 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 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 buy additional pension provided the pension regulations allow it;
 - c 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 Act⁶;
 - d 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.⁶ 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.

⁶ 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

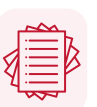
The aim of the umcs is to improve the quality of the annual appraisal and particularly the possibility of making agreements on personal development and career prospects during it. They shall accomplish this by providing extra training for managers and providing clear information to employees, so that 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.

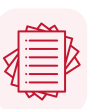
ARTICLE 3.7 Different job

- 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.



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**

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

- By 4% from 1 May 2024 to the maximum of scale 11 for a full-time position (maximum of € 246 gross per month).
- By 3% from 1 July 2025 to the maximum of scale 11 for a full-time position (maximum of € 192 gross per month).

If the consumer price index (CPI) for 2025, as estimated by the CPB, with reference date Prince's Day 2024 (third Tuesday in September), exceeds 3.5%, the parties will meet to discuss the situation.

The amounts in the salary scales for students and researchers in training given in Appendix D increase in line with the remuneration agreements and are permanently increased by 4% from 1 May 2024 and by 3% from 1 July 2025.

These collective salary increases have been incorporated in Appendices A, Aa, B, C and D. The amounts have been rounded up to whole euros.

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 Upon the employee's retirement, 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 retirement.



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 From 1 January 2023, the allowance shall be calculated over an amount no higher than the hourly salary derived from 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 more than six 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.

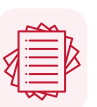
- 3 The sliding allowance will be paid for a period equal to a quarter of the period for which the allowance for working irregular hours was paid, with a maximum of three years.
- 4 The duration of the sliding allowance established in accordance with the terms of the third paragraph shall be divided 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 more than twelve 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 4.7.3.5 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, standby and off-site availability shift

- 1 An on-call shift is a consecutive period of at most 24 hours during which the employee must remain available on call to perform the stipulated work as soon as possible, if necessary in addition to performing the stipulated work.
- 2 A standby shift is a consecutive period of at most 24 hours during which the employee must remain in the workplace to perform the stipulated work on call as soon as possible, if necessary in addition to performing the stipulated work. Tasks that can be planned are scheduled as much as possible to prevent standby shifts being required.
- 3 An off-site availability shift is a period between two consecutive shifts or during a break during which the employee is only required to be available on call in case of unforeseen circumstances to perform the stipulated work as soon as possible.
- 4 The allowance for on-call, standby and off-site availability shifts is not included in the remuneration as referred to in paragraph 1 of Article 7.1 (awarding of holidays) ⁷.

ARTICLE 4.7.4.1 Calculation of allowance

- 1 Employees are entitled to an allowance if they are instructed to work on-call, standby or off-site availability shifts.
- 2 From 1 January 2024, the allowance consists of a fixed amount for every hour that the employee is on call regardless of the employee's salary scale:

	Monday - Friday	Saturday, Sunday and holidays
Allowance for on-call and off-site availability shift	€ 5 gross per hour	€ 10 gross per hour
Allowance for standby shift	€ 6.25 gross per hour	€ 12.50 gross per hour

- 3 For the off-site availability shift, the allowance is only paid to employees up to salary scale 15.

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, standby or off-site availability 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.
- 3 The allowance specified under 2 shall be calculated over a maximum of the hourly salary derived from salary scale 10, salary number 12 (Appendix A).
- 4 The period during which the employee is deemed to have performed work during an on-call or off-site availability 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. A telephone consultation during an on-call or off-site availability shift, for which the employee does not have to leave their place of residence, is considered performed work, and this time is also rounded up or down to the nearest half hour, with a minimum of half an 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.

⁷ 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



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 or off-site availability 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, appendix Aa 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 4.7.8 Changing facilities

- 1 Every umc is responsible for providing efficient changing facilities for employees who are required to wear work clothing and have to change into it in the umc prior to the start of



their shift. The time needed to change does not count towards the agreed working hours or annual working hours systematic (Article 6.1 and/or Article 6.4 par. 1) for the duration of this cao and while awaiting the outcomes of further research (as incorporated in the LOAZ list of agreements). The employee has no right to the agreed wage for this period (Article 4.3).

- 2 Working in work clothing as specified in par. 1 means: employees who prior to and at the end of their shift must change their clothes for clothing provided by the umc.

ARTICLE 4.7.8.1 Changing allowance

An employee who is paid in line with one of the scales 1 through 10 from Appendix A, a salary scale from Appendix Aa, Appendix D or Appendix Da of this cao and is required to wear work clothing (as defined in Article 4.7.8) receives an allowance of € 80 gross per month (based on full-time working hours) as compensation for the time spent changing – in derogation from Article 4.3.

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, standby and off-site availability 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).



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

The employer shall reimburse the costs of commuting as follows:

- a The employee who comes to work without using public transport (e.g. by bicycle, walking or car) receives compensation for commuting costs of 18 cents/km, to a maximum of 40 km (one-way). This maximum does not apply to commuting by bicycle or on foot;
- b The employee living 7 km or more (one-way) from work who commutes to work on public transport is eligible for full reimbursement of the public transport cost (2nd class). For employees living less than 7 km (one-way) from work, sub a applies;
- c In conformance with the fiscal legislation, the kilometre compensation for commuting is linked to the number of days that the employee commutes to work;
- d Every umc is responsible for implementing a bicycle scheme which enables an employee to purchase a bicycle in a fiscally favourable way.

Local rules about a fiscal exchange of travel expenses to the maximum reimbursement amount remain valid.

This article takes effect on 1 October 2024, with the agreement that the employee can choose one form of transport, unless a local arrangement takes precedence. From 1 January 2025, the employee can choose different forms of transport.

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, standby or off-site availability 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 Until 1 May 2024, the employer paid 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. From 1 May 2024, the employer pays the employee who works at home within the framework of the employment contract a work from home allowance that is the maximum fiscally untaxed amount, as set annually (€ 2.35 in 2024).
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.



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 or off-site availability 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, standby or off-site availability shifts as defined in Article 4.7.4 (on-call, standby and off-site availability 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, standby or off-site availability 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 and following an on-call, standby or off-site availability shift at night, the employee is always entitled to at least 8 hours of rest if the employee responded at least twice between the hours of 00:00 and 06:00 to a summons to come to the workplace or did more than two hours of work. These hours of rest count towards the annual work



hours standard (Article 6.4, par. 1) if they are already scheduled work hours. The employee does not have to recoup those hours in another way.

ARTICLE 6.2.5 Evening/night shifts during pregnancy and after birth

- 1 An employee cannot be obliged to work evening and/or night shifts while pregnant and for six months after the birth. In this period the employee receives the allowance for working irregular hours according to the actually worked duty roster.
- 2 At the employer's request, the employee provides a written declaration from a medical caregiver or midwife confirming that the employee is pregnant.

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 6.3.2 Employees take precedence over hired workers

When preparing shift schedules and rosters, employees have first choice compared to externally hired workers.

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

From 1 July 2024, every umc has a generational policy in place for its employees. The policy specifies that every employee can choose to work 80% of their original working hours while receiving 90% of their salary (80% starting from scale 15) and 100% pension accrual. The following outlines the minimum framework:

- 1 The employee can submit a request for reducing their working hours by at most 20% through an exemption from work. In other words: the employee works 80% of their original working hours. The scope of the working hours amounts to at least 60% of a fulltime position after application of the generational policy. In other words: 21.6 hours (3 work days of 7.2 hours each).
- 2 The employee who receives a salary from one of the scales 1 to 14 of Appendix A or a salary scale from Appendices Aa, B, D or Da of this cao is eligible to retain their salary over at least 50% of the hours from which the employee is exempt from working. In other words: the employee receives at least 90% of their former salary. The umc continues the pension accrual based on the number of working hours prior to participating in the generational policy, according to the standard premium distribution. In other words: the employee continues to accrue 100% of their pension.
3. Employees who receive a salary from scale 15 and above from Appendix A or a salary scale from Appendix C will have their salary reduced in proportion to the number of exempt working hours. In other words: the employee receives at least 80% of their former salary. The umc continues the pension accrual based on the number of working hours prior to participation in the generational policy, according to the standard premium distribution. In other words: the employee continues to accrue 100% of their pension.
- 4 The other employment conditions of the employee are adjusted proportionally.
- 5 The employee must submit a request to participate in the generational policy at least 6 months before the desired commencement date.
- 6 Participation in the generational policy is open to employees with a permanent contract who will reach the state retirement age within at most 5 years and will have worked uninterrupted for at least 8 years in a umc before that start of participation.
- 7 Prior to and during participation in the generational policy, the employee is obliged to take all of any accumulated leave (including the balance leave). Taking leave in combination with the use of the generational policy must not create an option for early retirement, that is why during the course of the generational policy at least 50% of the working hours prior to the leave are actually worked each week. An exception is made if the employee worked less than 50% due to illness, occupational disability or taking that year's holiday.
- 8 The scope of the employee's formal working hours may not have been increased in the 12 months prior to participation in the generational policy. In that case, the participation in the generational policy will be based on the earlier, lower working hours.
- 9 The employee is not permitted to carry out new paid outside activities during the hours exempt from work, whether or not part of their job, or expand existing paid outside activities.

Existing individual agreements with employees about participation in already existing local generational policies will be respected, if they match the above framework.

The above framework for the generational policy applies for the duration of the cao 2024-2025 to the (academic) medical specialist. Agreements about generational policies after 2025 for (academic) medical specialists will be included in the updated Chapter 15.

The Physically Demanding Occupation Regulation for umcs is presented in Appendix Q.



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 From 1 January 2024, the employee in a full-time position accrues 144 statutory and 28 non-statutory holiday hours in a calendar year. The expansion of the non-statutory holiday hours does not apply for employees who resigned before 1 April 2024. They are entitled to 24 non-statutory holiday hours.
From 1 January 2025, the employee in a full-time position accrues 144 statutory and 32 non-statutory holiday hours in a calendar year.
- 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.
- 6 The employee with a full-time position can have a maximum of 28 (and starting from 1 January 2025, a maximum of 32) non-statutory holiday hours in a calendar year paid out, if these hours are not saved in the balance leave, taking the valid fiscal regulations into account.

ARTICLE 7.1.2 Buying additional holiday hours and informal care leave hours

As a supplement to the holiday entitlement based on Article 7.1.1, the employee can buy additional holiday hours. These holiday hours can be taken or saved in the balance leave according to Article 18.2 of this cao. 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 holiday 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 Expiry, limitation and holidays at the end of the employment contract

- 1 Statutory holiday hours as taken as far as possible during the calendar year in which they have been accrued and up to half a year after the end of that calendar year. After this deadline, the statutory holiday hours expire in conformance with Article 7:640a of the Netherlands Civil Code.
- 2 Non-statutory holiday hours can be taken anytime within 5 years. Non-statutory holiday hours that have not been taken are limited to 5 years after they have been accrued. A choice can be made annually at the end of every calendar year to save up to the total of non-statutory holiday hours, if not already taken, in the balance leave. Leave hours saved in the balance leave have no time limitation.
- 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 pregnancy and childbirth on the basis of Section 3.1 of the Work and Care Act.
- 2 The UWV (Implementing Body for Employee Insurances) benefit awarded to an employee because of maternity leave is supplemented by the employer up to the level of the employee's set salary.
- 3 If the conditions for being awarded a UWV benefit under the Work and Care Act as specified under 2 are met but no benefit is awarded by the UWV because the employer did not submit an application or the application was incorrect or submitted too late, the employer shall apply it even if the benefit specified under 2 is not awarded, in other words, the employer pays both the UWV benefit and the supplement. That the employer's action has led to the specified benefit not being awarded is for the risk and account of the employer.
- 4 Paragraph 3 does not apply if the employer could not, not in time and/or incorrectly submit the application for the UWV benefit due to the employee's action or inaction.

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 Additional maternity leave and paid parental leave

According to the law, the employee receives a benefit from the UWV for additional maternity leave (Article 4:2b of the Work and Care Act) and paid parental leave (Article 6:3 par. 3 of the Work and Care Act). This benefit is supplemented by the employer to the level of the employee's salary, but not more than the currently valid legal maximum day wage SV (from 1 January 2024: € 5,969 gross per month).

ARTICLE 7.3.8 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 7.3.9 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 7.3.10 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.



Illness and incapacity for work

ARTICLE 8.1 Definitions and abbreviations

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 **WIA**: Work and Income according to Labour Capacity Act;
- e **WGA benefit**: work resumption benefit for partial disability as specified in chapter 7 of the WIA;
- f **IVA benefit**: a disability benefit as referred to in chapter 6 of the WIA;
- g **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;
- h **UWV**: the Implementing Body for Employee Insurances as referred to in chapter 5 of the Work and Income (Structure and Implementation) Act (SUWI);
- i **statutory sickness benefit**: a Sickness Benefits Act benefit;
- j **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 or off-site availability, 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 the employee receives an allowance for working irregular hours or an allowance for on-call, standby or off-site availability 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 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.



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

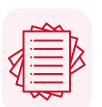
An employee who causes damage in the performance of the employment contract to the employer or to a third party that the employer is obliged to compensate for that damage is not liable to the employer for the damage, unless the damage is the result of intent or deliberate recklessness on the part of 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 may perform outside activities outside the days and times that the employee is working at tasks for the employer.
- 2 The employee is obliged to report the outside activities and supplementary income to the employer. The reporting is done in writing and well before the start of the outside activities or – if it concerns a new employee – before the start of their job at the employer. The obligation to report also applies if the nature of the outside activities and/or the conditions under which the employee performs the outside activities change.
- 3 The employer may forbid the employee's outside activities or attach conditions if this is justified on the grounds of objective reasons. There is an objective reason for justification if the outside activities lead to:
 - a infringement of legislation, like the Working Hours Act, and behavioural rules and codes that apply to the working relationship;
 - b deterioration of trust in the employer's scientific or medical integrity;
 - c hindering the employer's operational management, for example by competing with the employer or infringing confidential company information or intellectual property rights of the employer;



- d a conflict of interests that damages the employer's interests;
- e damage to the employer's image.

The above objective reasons for justification are not exhaustive.

- 4 The employer is obliged to specify the ban defined in par. 3 in writing with justification or share and clearly justify the conditions specified in par. 3 in writing in principle within two and by the latest four weeks after receiving the employee's written notification. If the employer does not respond in writing and with justification within four weeks, the employee's request is considered approved.
- 5 The employee is obliged to provide the employer with information that the employer needs to judge whether there is an objective reason for justification to forbid the outside activities.

Examples of information that the employer could request include:

- a the starting date and duration of the outside activities;
- b the nature and scope of the outside activities and the estimated time per week that the employee will devote to it;
- c for what company, institution or organisation the employee is doing the outside activities;
- d what the legal basis is for doing the outside activities, like an employment contract, project contract (independent freelancer) and volunteer agreement, in the context of the legislation concerning the Medical Devices and Showing Favour Behavioural Code;
- e what compensation the employee receives for the outside activities, in the context of the legislation concerning the Medical Devices and Showing Favour Behavioural Code.

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 Former 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 former 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, standby or off-site availability 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.



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.



Termination of employment

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 ./.

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.



Special provisions 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



Nurse intermediate scale on 31 July 2021	→	Salary scale for nurses on 1 August 2021
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:

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
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
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.



Special provisions for medical school graduates (basisarts) 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 and vacation

- 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.
- 5 From 1 January 2024, the employee accrues 184 statutory and 36 non-statutory vacation hours in each calendar year for a full-time position of 46 hours per week. The expansion of the non-statutory vacation hours does not apply to employees who retired before 1 April 2024. For a part-time employee, the number of vacation hours is set proportionally. From 1 January 2025, the employee accrues 184 statutory and 41 non-statutory vacation hours in each calendar year for a full-time position of 46 hours per week. For a part-time employee, the number of vacation hours is set proportionally.

ARTICLE 13.4 Reimbursement of training costs for AIOS

- 1 The costs incurred for the study activities referred to in the third paragraph of Article 3.1 (job-oriented training) are for the employer's account. The time spent at these study activities counts as work time.
- 2 For AIOS, the costs are determined on the basis of the study activities prescribed as training requirements by the RGS. For the oral surgeon in training, the abbreviation RGS in this article should be read as: RTS.
- 3 For AIOS, the same commuting expenses reimbursement applies as specified in Article 5.3.

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, standby or off-site availability 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 rules⁸**

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.

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



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, standby and off-site availability 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 € 7,569 per year from 1 January 2024. 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 € 7,872 per year with effect from 1 January 2025, and € 8,108 per year with effect from 1 January 2026.
- 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.



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. The academic medical specialist who is entitled to an allowance as specified in Article 15.4.1 or 15.4.2 cannot be concurrently eligible for an allowance as specified in Articles 4.7.4.1, 4.7.4.2 and 4.7.4.3.

ARTICLE 15.4.1 Allowance for 24-hour shifts

- 1 . / .
- 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. From 1 January 2026, the age limit for working shifts moves from 60 to 62 years in conformance with the gradation scheme as included in Article 15.13 of this cao.
- 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. From 1 January 2026, the age limit of 60 years moves to 62 years in conformance with the gradation scheme as included in Article 15.13 of this cao.
- 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 unsociable 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:

category	allowance	criteria percentage
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. From 1 January 2026, the age limit for working shifts moves from 60 years to 62 years in conformance with the gradation scheme as included in Article 15.13 of this cao.
- 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. From 1 January 2026, the age limit of 60 years moves to 62 years in conformance with the gradation scheme as included in Article 15.13 of this cao.
- 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 unsociable 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:

shift days / hours	fewer than 5	5-10	11-20	more than 20
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) and for the duration of the cao 2024-2025, Article 6.5 (generational policy).
- 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 (job-oriented training).



- 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) or in the context of re-integration.
- 4 The employer may decide to allow the academic medical specialist to follow a management course or a similar course. If the training is essential for performing their current function, then it is job-oriented training. If the course is followed to perform another function than the one currently performed, then it is employability-oriented training.
- 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 sixth paragraph, Articles 3.1.1 (costs) to 3.1.4 (hardship clause) shall apply *mutatis mutandis*. An obligation to pay back the costs applies only to employability-oriented training.

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 € 7,569 a year from 1 January 2024. 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: € 7,872 per year with effect from 1 January 2025, and € 8,108 per year with effect from 1 January 2026.
- 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

- 1 An academic medical specialist cannot be obliged to work evening and/or night shifts during her pregnancy and up to six months after giving birth. In this period the entitlement to allowance for 24-hour shifts or calculation of the allowance for working unsociable hours is based on the actual shift roster worked.
- 2 At the employer's request, the academic medical specialist will submit a written declaration from a medical caregiver or midwife that confirms that she is pregnant.

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.

ARTICLE 15.13 Agreements for revising Chapter 15

The cao parties are committed to revising the employment conditions for academic medical specialists as included in this chapter. Together with the LAD, the possibilities for revision will be studied during the duration of this cao, paying special attention to sustainable employability and continuity of care, with agreements being made that suit the wishes and needs of all generations of academic medical specialists.

Special attention will be paid in this study to the implementation of a standard 40-hour work week for academic medical specialists and increasing the age limit for working shifts.

To distribute the shift load more evenly among academic medical specialists, the cao parties agreed that to be eligible to receive the permanent allowance for working unsociable hours or the allowance for 24-hour shifts, academic medical specialists will work shifts up to the age of 62 years. Academic medical specialists aged 62 and above exclusively work shifts they have consented to. The moving of the age limit from 60 to 62 years takes effect on 1 January 2026. The following gradation scheme applies:

- Academic medical specialists born in or before 1965 work all shifts until the age of 60 years;
- Academic medical specialists born in 1966 work shifts until the age of 60 years and 9 months;
- Academic medical specialists born in 1967 work shifts until the age of 61 years and 3 months;
- Academic medical specialists born in 1968 work shifts until the age of 61 years and 9 months;
- Academic medical specialists born in or after 1969 work shifts until the age of 62 years.

After reaching these age limits, there is no longer any obligation to work shifts and the allowance for working unsociable hours is retained. The age limit of 62 years will continue moving upwards in line with the increase in the state retirement age in a manner to be determined later.

For academic medical specialists who are involved in the above gradation scheme, an average working week of 40 hours applies from the age of 60 years (excluding shifts, work done during shifts and hours worked on instruction whereby the working hours are exceeded).

Further movement upwards of the age limit for working shifts forms part of the previously mentioned study agreement, with the aim that movement of these age limits will lighten the shift load for the age group under 60 years old.



Every academic medical specialist aged 59 years or above has the possibility from 1 January 2026 not to work shifts any longer at their own request. In that case a phasing-out scheme will apply that will gradually reduce the allowance (for 24-hour shifts or for working unsociable hours) in three equal stages over a period of 36 months.

In addition, the parties have agreed that all academic medical specialists are entitled to at least 8 hours of rest after working an on-call or standby shift at night or do not have a contiguous shift (day) with patient care tasks.

During the duration of this cao, the NFU and LAD are setting conditions together to arrive at a good implementation.



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 period⁹

- 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.

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.

⁹ 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 16.6.1 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 educational materials 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 be borne by the employer, including the tuition fee and the costs of the educational materials 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.



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 balance leave;
 - b money for entitlements in kind or extra pension entitlements;
 - c money for time, namely: balance leave, additional vacation hours and informal care leave hours as specified in Article 7.1.2 and Appendix L.
- 3 ./.
- 4 The employer may lay down rules for the implementation of the provisions of this chapter.

ARTICLE 18.2 Balance leave

- 1 The balance leave aims to improve the work/life balance in all phases of a career by enabling working less or time off. Employees may save up to a maximum of 100 times the working hours per week (within the fiscal limits¹⁰) for paid balance leave. 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. Leave hours that are saved in the balance leave do not expire. Employees can transfer existing leave hours accrued before 1 January 2024 to their balance leave until 31 December 2024 at the latest. 10 Lump Sum Payments, Early Retirement Schemes and Leave Savings Act
- 2 The sources for saving for the balance leave are:
 - a end-of-year bonus;
 - b holiday allowance;
 - c non-statutory holiday hours;
 - d additional hours at the end of the calendar year. Additional hours are defined as hours worked by the employee with the employer's consent that exceed the agreed hours in the employment contract as specified in Article 6.1. If at the end of the calendar year, the additional hours have not been taken as leave, they can be saved in the balance leave;
 - e overtime as specified in Article 4.7.6;
 - f leave hours purchased on the basis of Article 7.1.2 and Appendix L (Scheme for buying additional vacation hours and informal care leave hours).
- 3 Taking time from the balance leave is done after considerate consultation. If the intention is to take more than three weeks of saved leave, the employee should submit a written request at least three months before the desired commencement date. In other cases, a reasonable deadline applies. In the case of unforeseen personal circumstances (for example: having to provide informal care), the employer must approve the request to take time from the balance leave by a shorter deadline, unless this negatively affects the interests of quality and continuity of patient care and/or education, science and operational management. When taking time from the balance leave prior to retiring, the fiscal regulations must be taken into account regarding the confluence of the balance leave and any use of the generational scheme (Article 6.5 par. 7).
- 4 One saved hour is equal in value to one hour of leave taken at the time it is 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 suspended 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 taking time from the balance leave, the regular rules regarding illness during leave apply.
 - 7 When reducing the scope of the employment contract, it is determined whether the maximum fiscal limit to the number of hours in the balance leave has been exceeded. If that is the case, the employee must first take enough of the accrued leave from the balance leave until it reaches the maximum limit of 100x the new working hours per week.
 - 8 At the end of the employment contract, as much of the accrued leave in the balance leave is taken as possible. In those cases where the leave cannot be taken or the employer requests the employee not to take the leave prior to the end of the employment contract for an important business interest, the remaining saved hours from the balance leave shall be paid in cash.
 - 9 In the event of the employee's death, the savings are paid to the heirs.
 - 10 The balance leave is not an option for academic medical specialists to whom Chapter 15 applies.

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 ./.

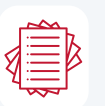
ARTICLE 18.5 Hardship clause

- 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

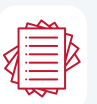


APPENDIX A SALARY SCALES

Salary scales 1 to 5

Monthly amounts in euros on the basis of full working hours.

scale					salary	salary	salary
1	2	3	4	5	1-11-'23	1-5-'24	1-7-'25
					€	€	€
0	0	0	0	0	2,475	2,574	2,651
1	1	1	1		2,499	2,599	2,677
	2	2	2	1	2,570	2,673	2,753
	3	3	3	2	2,653	2,759	2,842
	4	4	4	3	2,744	2,854	2,940
		5	5	4	2,819	2,932	3,020
		6	6	5	2,901	3,017	3,108
		7	7	6	2,975	3,094	3,187
			8	7	3,052	3,174	3,269
			9	8	3,130	3,255	3,353
				9	3,202	3,330	3,430
				10	3,280	3,411	3,513



Salary scales 6 to 10

Monthly amounts in euros on the basis of full working hours.

scale					salary	salary	salary
6	7	8	9	10	1-11-'23	1-5-'24	1-7-'25
					€	€	€
0					2,499	2,599	2,677
1					2,570	2,673	2,753
2					2,744	2,854	2,940
	0				2,819	2,932	3,020
3	1				2,901	3,017	3,108
4					2,975	3,094	3,187
5	2				3,052	3,174	3,269
6					3,130	3,255	3,353
7	3	0			3,202	3,330	3,430
8	4				3,280	3,411	3,513
9	5	1		0	3,359	3,493	3,598
10	6				3,434	3,571	3,678
	7	2	0	1	3,514	3,655	3,765
	8				3,595	3,739	3,851
	9	3	1	2	3,677	3,824	3,939
	10	4			3,772	3,923	4,041
		5	2	3	3,864	4,019	4,140
		6			3,943	4,101	4,224
		7	3	4	4,026	4,187	4,313
		8			4,110	4,274	4,402
		9	4	5	4,187	4,354	4,485
		10			4,259	4,429	4,562
			5	6	4,344	4,518	4,654
			6	7	4,498	4,678	4,818
			7	8	4,664	4,851	4,997
			8	9	4,817	5,010	5,160
				10	4,967	5,166	5,321
				11	5,120	5,325	5,485
				12	5,292	5,504	5,669



Salary scales 11 to 14

Monthly amounts in euros on the basis of full working hours.

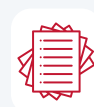
scale				salary	salary	salary
11	12	13	14	1-11-'23	1-5-'24	1-7-'25
				€	€	€
0				4,498	4,678	4,818
1				4,664	4,851	4,997
2				4,817	5,010	5,160
3				4,967	5,166	5,321
4				5,120	5,325	5,485
5				5,292	5,504	5,669
6	0			5,459	5,677	5,847
7	1			5,614	5,839	6,014
8	2			5,766	5,997	6,177
9	3			5,926	6,163	6,348
10	4			6,077	6,320	6,510
11				6,156	6,402	6,594
	5	0		6,239	6,485	6,677
	6	1		6,392	6,638	6,830
	7	2	0	6,540	6,786	6,978
	8	3	1	6,699	6,945	7,137
	9	4	2	6,894	7,140	7,332
	10			6,986	7,232	7,424
		5	3	7,086	7,332	7,524
		6	4	7,281	7,527	7,719
		7	5	7,478	7,724	7,916
		8		7,570	7,816	8,008
			6	7,672	7,918	8,110
			7	7,879	8,125	8,317
			8	8,089	8,335	8,527
			9	8,309	8,555	8,747



Salary scales 15 to 18

Monthly amounts in euros on the basis of full working hours

scale				salary	salary	salary
15	16	17	18	1-11-'23 €	1-5-'24 €	1-7-'25 €
0				7,086	7,332	7,524
1				7,281	7,527	7,719
2				7,478	7,724	7,916
				7,570	7,816	8,008
3	0			7,672	7,918	8,110
4	1			7,879	8,125	8,317
5	2			8,089	8,335	8,527
6	3	0		8,309	8,555	8,747
7	4	1		8,573	8,819	9,011
8	5	2		8,839	9,085	9,277
9	6	3	0	9,115	9,361	9,553
	7	4	1	9,427	9,673	9,865
	8	5	2	9,758	10,004	10,196
	9	6	3	10,107	10,353	10,545
		7	4	10,461	10,707	10,899
		8	5	10,833	11,079	11,271
		9	6	11,213	11,459	11,651
			7	11,606	11,852	12,044
			8	12,008	12,254	12,446
			9	12,427	12,673	12,865



APPENDIX Aa SALARY SCALES FOR MIDDLE GROUPS IN PATIENT CARE

Salary scales 5M - 10M

Monthly amounts in euros on the basis of full working hours.

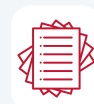
scale						salary	salary	salary
5M	6M	7M	8M	9M	10M	1-11-'23	1-5-'24	1-7-'25
						€	€	€
0						2,408	2,504	2,579
1						2,517	2,618	2,697
2	0					2,593	2,697	2,778
3	1					2,778	2,889	2,976
4		0				2,861	2,975	3,064
5	2	1				2,945	3,063	3,155
6	3					3,027	3,148	3,242
7	4	2				3,109	3,233	3,330
8	5					3,194	3,322	3,422
9	6	3	0			3,270	3,401	3,503
10	7	4				3,352	3,486	3,591
	8	5	1			3,437	3,574	3,681
	9	6				3,517	3,658	3,768
		7	2	0		3,602	3,746	3,858
		8				3,687	3,834	3,949
		9	3	1	0	3,774	3,925	4,043
		10	4			3,874	4,029	4,150
		11	5	2	1	3,970	4,129	4,253
		12	6			4,052	4,214	4,340
			7	3	2	4,139	4,305	4,434
			8			4,228	4,397	4,529
			9	4	3	4,310	4,482	4,616
			10			4,384	4,559	4,696
			11	5	4	4,473	4,652	4,792
			12	6	5	4,631	4,816	4,960
				7	6	4,802	4,994	5,144
				8	7	4,960	5,158	5,313
				9	8	5,115	5,320	5,480
				10	9	5,272	5,483	5,647
					10	5,451	5,669	5,839
					11	5,625	5,850	6,026
					12	5,789	6,021	6,202



Salary scales for nurses

Monthly amounts in euros on the basis of full working hours.

scale				salary	salary	salary
8aM	8M	9aM	9M	1-11-'23	1-5-'24	1-7-'25
				€	€	€
	0			3,270	3,401	3,503
				3,352	3,486	3,591
0	1			3,437	3,574	3,681
1				3,517	3,658	3,768
2	2		0	3,602	3,746	3,858
				3,687	3,834	3,949
3	3	0	1	3,774	3,925	4,043
4	4	1		3,874	4,029	4,150
5	5	2	2	3,970	4,129	4,253
6	6			4,052	4,214	4,340
7	7	3	3	4,139	4,305	4,434
8	8			4,228	4,397	4,529
9	9	4	4	4,310	4,482	4,616
	10			4,384	4,559	4,696
	11	5	5	4,473	4,652	4,792
	12	6	6	4,631	4,816	4,960
		7	7	4,802	4,994	5,144
		8	8	4,960	5,158	5,313
			9	5,115	5,320	5,480
			10	5,272	5,483	5,647



APPENDIX B SALARY SCALE FOR MEDICAL INTERNS (SCALE 11A)

Monthly amounts in euros on the basis of full working hours.

scale	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
11a			
0	4,187	4,354	4,485
1	4,344	4,518	4,654
2	4,498	4,678	4,818
3	4,664	4,851	4,997
4	4,817	5,010	5,160
5	4,967	5,166	5,321
6	5,120	5,325	5,485
7	5,292	5,504	5,669
8	5,459	5,677	5,847
9	5,614	5,839	6,014
10	5,766	5,997	6,177



APPENDIX C SALARY SCALES OF ACADEMIC MEDICAL SPECIALISTS

Monthly amounts in euros on the basis of full working hours.

Medical Specialist (MS)			
scale	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
0	7,028	7,274	7,466
1	7,635	7,881	8,073
2	8,392	8,638	8,830

University Medical Specialist (UMS)			
scale	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
0	9,288	9,534	9,726
1	9,817	10,063	10,255
2	10,340	10,586	10,778
3	10,874	11,120	11,312
4	11,402	11,648	11,840
5	11,932	12,178	12,370
6	12,460	12,706	12,898
7	12,993	13,239	13,431
8	13,521	13,767	13,959

Professor/Medical Specialist (H/MS)			
scale	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
0	11,787	12,033	12,225
1	12,199	12,445	12,637
2	12,606	12,852	13,044
3	13,015	13,261	13,453
4	13,430	13,676	13,868
5	13,836	14,082	14,274
6	14,244	14,490	14,682
7	14,649	14,895	15,087

Professor, Professor/Department head (H,H/A)			
scale	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
0	13,759	14,005	14,197
1	14,239	14,485	14,677
2	14,719	14,965	15,157
3	15,190	15,436	15,628
4	15,669	15,915	16,107
5	16,153	16,399	16,591
6	16,628	16,874	17,066
7	17,102	17,348	17,540



APPENDIX D SALARY SCALE FOR STUDENTS AND RESEARCHERS IN TRAINING

Monthly amounts in euros on the basis of full working hours.

Pre-clinical training period		
1-11-'23 €	1-5-'24 €	1-7-'25 €
450	450	450

Expenses compensation for interns		
1-11-'23 €	1-3-'24 €	1-7-'25 €
100	120	120

Clinical period			
scale A	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
first year	1,637	1,702	1,753
second year	2,029	2,110	2,173
third year	2,272	2,363	2,434
fourth year	2,472	2,571	2,648

Clinical period			
scale B	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
first year	1,390	1,446	1,489
second year	1,539	1,601	1,649
third year	1,798	1,870	1,926

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.

Researchers in training			
scale	salary 1-11-'23 €	salary 1-5-'24 €	salary 1-7-'25 €
0	2,901	3,017	3,108
1	3,359	3,493	3,598
2	3,514	3,655	3,765
3	3,677	3,824	3,939



APPENDIX DA SALARY SCALE FOR JOBS AND JOBS QUOTA (WORK DISABLED PERSONS) ACT

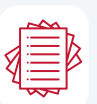
Based on Article 4.2.6, the paragraph 6, the monthly minimum wage determined by the Ministry of Social Affairs and Employment applies to people aged 21 and older, including the half-yearly raise increase.

nr.	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

Monthly amounts in euros on the basis of full working hours.

date	€
1-11-'23	206,66
1-5-'24	214,93
1-7-'25	221,38



APPENDIX F AMOUNTS OF DEPUTISING ALLOWANCE

Monthly amounts in euros on the basis of full working hours.

Sums of deputising allowance for regular scales (appendix A)

scale	1-11-'23 €	1-5-'24 €	1-7-'25 €
3	136	142	146
4	140	146	150
5	144	150	154
6	148	154	159
7	165	171	177
8	187	194	200
9	208	217	223
10	216	225	232
11	266	277	285
12	311	323	332
13	345	358	367
14	371	384	393
15	405	417	427
16	444	457	466
17	488	500	510
18	539	551	560

Sums of deputising allowance academic medical specialist (Appendix C)

MS	386	398	407
UMS	570	583	592
H/MS	661	673	683
H,H/A	772	784	793

Sums of deputising allowance for middle groups in patient care

scale	1-11-'23 €	1-5-'24 €	1-7-'25 €
5M	144	150	154
6M	153	159	164
7M	173	180	185
8aM	194	201	207
8M	198	205	212
9aM	218	227	234
9M	222	231	238
10M	239	249	256



APPENDIX G ALLOWANCES FOR TRAINEES AND INTERNS

1 ALLOWANCES FOR TRAINEES

Many intermediate vocational, higher vocational or university-level programmes include an internship as a mandatory part of their programme. An internship gives the student the opportunity to gain work experience and learn in practice.

The umcs award an allowance for an internship that meets the following conditions:

- it has a learning while working character;
- it is a structured and mandatory part of an intermediate vocational, higher vocational or university-level programme;
- the student is following a programme at a certified external educational institute; and
- it lasts at least 1 month (144 hours).

The internship allowance scheme does not apply to interns (students studying medicine).

Amount of internship allowance

The internship allowance amounts to:

date	€
1-11-'23	394
1-5-'24	410
1-7-'25	422

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. The allowance is paid proportionally.

Allowance for interns

Interns (students studying medicine) receive an allowance of € 100 gross per month and from 1 March 2024 an allowance of € 120 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.

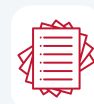
2 TRAVEL EXPENSES FOR TRAINEES AND INTERNS

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**

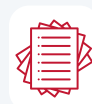
- 1 The training of the AIOs shall commence at the time stipulated in the contract of employment for the commencement of employment for a specified period.
- 2 The training of the AIOs shall end:
 - at the time at which the training ends in accordance with the prevailing rules of the Central Board, or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

ARTICLE 9 **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 10 **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).



WHEREAS:

- 1 on the grounds of laws and regulations, including the Higher Education and Research Act, the university hospital¹⁰ 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.

¹⁰ 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.



APPENDIX J 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.

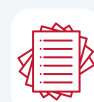


APPENDIX K (QUALITY)REGISTERS AND PROFESSIONAL ASSOCIATIONS IN HEALTHCARE

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) Cluster 1: 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 Cluster 2: medical specialists; physicians specialised in the area of emergency medicine, hospital medicine Cluster 3: 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	NVVC 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
KLEM		Society for Clinical Embryology
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)



Association	BIG-registration	Other or additional registers
NIP *	<p>Concerning the NIP there are 4 professions: Healthcare psychologist (Art. 3)</p> <p>Psychotherapist (Art. 3)</p> <p>Clinical psychologist (Art. 14)</p> <p>Clinical neuropsychologist (Art. 14)</p> <p>FGzPt (costs see p. 1) The FGzPt is the formal registrar of the BIGregistrations of Clinical Psychologist and Clinical Neuropsychologist Kwaliteitsregister Tandartsen (KRT)</p>	<p>Psychologist NIP 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'</p> <p>Occupational and organisational psychologist NIP</p> <p>Child and youth psychologist NIP</p> <p>Work and health psychologist NIP</p> <p>Primary care psychologist NIP</p> <p>Body-oriented psychologist NIP</p> <p>Psychologist Mediator NIP</p> <p>Stichting Kwaliteitsregister Jeugd <i>Child and youth psychologist</i> <i>Specialist NIP</i></p> <p>Basic Certificate in Psychodiagnostics (BAPD) based on more advanced registration (e.g. NIP KJ psychologist, GZ-psychologist, Clinical (neuro)psychologist)</p> <p>Basic Certificate in Psychodiagnostics (BAPD)</p>
NVBMH	Bachelor Medical care provider (art. 36a). Soon temporary registration (trial professions)	NVBMH Quality register
NVD	Dietician (Article 34)	Quality register for Paramedics
NVKI		Dutch Association for Clinical Informatics
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)
NVMBR		Dutch Association of Medical Imaging and Radiotherapy
NVO	<p>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)</p> <p>FGzPt (cost see p. 1) The FGzPt is the formal registrar of the BIG-registrations for Clinical Psychologist and Clinical Neuropsychologist</p>	<p>NVO-registrations: Quality register for Basic educationalist Quality register for Basic Remedial educationalist (+Basic Psychodiagnostics Certificate) Basic Psychodiagnostics Certificate Quality register for NVO remedial educationalist</p> <p>Other or additional registers: Stichting kwaliteitsregister Jeugd (SKJ)</p>



Association	BIG-registration	Other or additional registers
NVLF	Logopedist (Article 34)	Quality register for paramedics NVLF-registers (validity of registration is 5 years)
OVN		Optometrists Association Netherlands
VGZV	Spiritual counsellor: neither Article 3 nor Article 34 applies	Stichting Kwaliteitsregister Geestelijk Verzorgers (SKGV)
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 KFM's in training before their first registration.
VVBZ - BMTZ	-	BMTZ register for Biomedical Technicians in healthcare and Clinical Engineers
The VVP	Kwaliteitsregister NVAM	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 three members: the Dutch Association of Psychologists (NIP); the Association of Educationalists in the Netherlands (NVO); and the Dutch Association of Psychotherapy (NVP).

Nederlandse Vereniging van Anesthesiemedewerkers (NVAM)

Landelijke Vereniging van Operatieassistenten (LVO)

Beroepsvereniging van donatiecoördinatoren (DONOR)

Landelijke Vereniging MS-Verpleegkundigen (LVMS)

Nederlandse Vereniging voor Hart en Vaat Verpleegkundigen (NVHV)

Verenigde Gipsverbandmeesters Nederland (VGN)

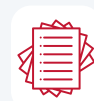
Beroepsvereniging van Laboranten Klinische Neurofysiologie (NVLKNF)

Nederlandse Hartfunctie Vereniging (NHV)

Nederlandse Vereniging van Longfunctieanalisten (NVLA)

Beroepsvereniging van Invasief Technische Hartstimulatie Specialististen (VITHaS)

Nederlandse Vereniging van Doktersassistenten (NVDA)



APPENDIX L BUYING ADDITIONAL VACATION HOURS AND INFORMAL CARE LEAVE HOURS

GENERAL

ARTICLE 1 Aim of the scheme

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.¹¹
- 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.

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

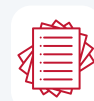
- 1 The employee in full-time employment can buy a maximum of 48 additional vacation-hours per exchange year. This also applies if the employee becomes employed in the course of the exchange year. The employee in part-time employment can buy additional vacation-hours in proportion to his working hours.
- 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 balance leave 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.

¹¹ 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.



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 or saving 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. The purchased additional vacation-hours can also be saved in the balance leave.

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 AGREEMENT BETWEEN CAO PARTIES AND LOAZ AGREEMENTS LIST

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

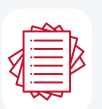
Jobs in the Clinical (co-)treatment job family are characterised by treatment or co-treatment being the main component of the job. In this case, the employee is personally responsible for carrying out the treatment of a patient.

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, WAZO and WIA. The following links will take you to articles from the BW (title 10 of book 7), and articles from the WAZO and WIA.

The links were copied from the website <http://wetten.overheid.nl>. The legal texts and any amendments must be consulted in the current version.



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.

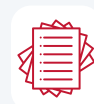
Income associated with work: pension payments and statutory foreign disability benefits.

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 UWW'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 2.10 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

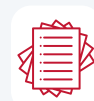
- 1 In the context of this article, transition benefit is defined as the transition benefit specified in article 673 of Book 7 of the Civil Code. If the employee's period of service is terminated by an agreement in which the employer and employee concerned have agreed a severance payment, then the severance 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 tot 13 years	33 months
52 or 53	9 tot 13 years	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 or 53	13 tot 20 years	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 or 53	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



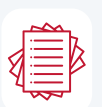
ARTICLE 5.2 **Effective date**

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 PHYSICALLY DEMANDING OCCUPATIONS REGULATION FOR UMCS

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. From 1 January 2024, Article 11 of this regulation has been revised. This regulation was adopted in the LOAZ on 25 September 2023. The text of this regulation is included below.

PREAMBULE

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**

1. For cases not provided in these regulations, the employer will act in accordance with 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.

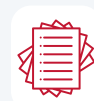
ARTICLE 13 **Anti-cumulation**

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	Carer
Care assistant	Maternity assistant
Carer 5	Nurse
Carer 6	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	
Analytisch assistent 4	
Laboratory assistant 2	
<i>Functional family Facilities (except ICT and the central operator)</i>	
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.



APPENDIX R

Protocol for transgressive behaviour and its prevention

Statement

We want professionals and patients to feel safe in the umcs and to be able to work in a safe environment. We define transgressive behaviour as every form of unwanted verbal, non-verbal or physical behaviour that aims to negatively affect or results in negatively affecting the dignity of a person, especially when a threatening, hostile, insulting, humiliating, causing insecurity or hurtful situation is created.

Transgressive behaviour (**Unwanted behaviour | Dokter Hoe**), including intimidation, sexual intimidation, aggression and violence, discrimination or bullying, is unacceptable and will not be tolerated. This means that our employees behave professionally, respectfully, friendly and politely towards each other, our patients and their family members. We expect the same from patients, family members, third parties, colleagues and managers towards the employees. If nevertheless situations of transgressive behaviour arise, then the umcs will act according to and in the spirit of this protocol, Dutch law and socially accepted norms and values. Every umc must have a policy covering awareness, prevention, recognition of signals and responding carefully to incidents.

Organisational policy

To prevent transgressive behaviour, the umcs are implementing an active prevention policy to reduce the occupational risks of transgressive behaviour arising from the Risk Inventory and Evaluation. This policy is being documented in a Protocol to Prevent Transgressive Behaviour. It states that clear agreements will be made about the employee's rights and obligations and about the reporting and handling of reports of transgressive behaviour. This set of agreements specifies how the organisation will encourage the awareness and recognition of transgressive behaviour, how to implement prevention and which agreements apply at the moment that an incident occurs. This policy definitely includes:

- A statement from the Board of Directors about transgressive behaviour;
- How attention will be drawn to it periodically in the umc;
- A reporting procedure;
- A complaints procedure;
- How a safe work climate is created. Social safety covers a broader spectrum than just transgressive behaviour;
- Agreements about an adequate low-threshold support structure with guaranteed safeguarding of employees' privacy and guaranteed presence of an independent counsellor and/or ombudsperson;
- The independence of the counsellor or ombudsperson is ensured as they have no tasks in the area of personnel matters/HR or company welfare work and are autonomously responsible to the Board of Directors.

Transgressive behaviour is one of the most important current occupational risks in the umcs and is a mandatory aspect of the RI&E (Risk Inventory & Evaluation) and the associated Action Plan. This RI&E must always be up-to-date, reliable and representative, in conformance with the relevant valid legal obligations.

The sections described in this protocol focus on transgressive behaviour that employees could be confronted with. Each umc is responsible for its own protocol, elaborated in more detail, that follows from the 'CAO-protocol'. This enables linking to local policy and local initiatives/regulations.



Awareness and prevention

Periodic attention paid to transgressive behaviour

It is important that every employee knows the behaviour code and the policy regarding transgressive behaviour. The statement from the Board of Directors, the behaviour rules, the policy, contact details of the counsellor(s)/ manager(s)/ P&O-advisors and complaints procedure regarding transgressive behaviour are therefore part of the onboarding programme for every new employee.

Precisely because it concerns experienced transgressive behaviour, the subject will be periodically brought up with employees so everyone in the umcs is familiar with the protocol and its working. The umcs facilitate a talk about experiences with transgressive behaviour and its impact on employees at least 4 times a year for the function groups working with patient care.

If the RI&E and/or surveys conducted among employees find that transgressive behaviour has occurred, specific action will be taken.

Address each other's behaviour

In a healthy and stimulating work climate, collegiality, respect and attention paid to others are among the normal forms of interaction, and there are alert responses to transgressive behaviour. Such a climate requires an active contribution from everyone. Not only should they watch their own behaviour, they should be alert to the behaviour of others and address each other about possible transgressive behaviour.

Responding to incidents

If situations occur in which employees experience transgressive behaviour or observe transgressive behaviour in their surroundings, it must be clear for an employee how this can be reported and to whom in the case of external or internal transgressive behaviour and what can be done with that notification.

This could be, for example, the manager or supervisor, the P&O-advisor, the counsellor and/or the ombudsperson. The talks with the counsellor are confidential. The manager or supervisor and P&O-advisor can take action in response to the notification.

Counsellor

Employees who are encountering or have encountered transgressive behaviour can talk with one of the counsellors. They could be general counsellors, but some umcs have specialised counsellors for specific target groups (AIOS, ANIOS, medical staff and doctoral students).

The counsellors can counsel and support employees who are confronted with transgressive behaviour. They can state what the possibilities are to draw attention to what someone has experienced. These options vary from 'do nothing' to submitting an official notification. It is thus possible just to tell the counsellor your story. The counsellor points out the possibilities, but will not take any action without consulting the person involved and getting their consent.

All umcs strive to have counsellors that reflect a similar composition to the employee population.

NB: When an employee shares something with a counsellor, that is not an official notification. When the employee decides to submit an official notification or a complaint, the counsellor can support them in taking that step.

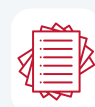


Complaints procedure

All employees who are experiencing or have experienced transgressive behaviour that they cannot or do not want to resolve among themselves can submit an official complaint. All umcs must have a formal complaints procedure, with the associated complaints regulations and complaints committee. In the complaints regulations, which comply with Article 27 Dutch Works Councils Act (WOR) and have been approved (revised or withdrawn) by the Works Council, the following aspects are definitely covered:

- Clear definition of transgressive behaviour;
- Which steps the employee must take to submit an official complaint;
- It is preferable that a counsellor is notified before the complaint is submitted. But it is also possible to submit a complaint directly;
- All information is handled confidentially;
- The composition of the complaints committee;
- Complaints are submitted in writing and accompanied by justification;
- The complainant and the defendant may be supported by an advisor. The complainant can ask the counsellor to fill this role;
- The complainant and the defendant have the same rights and receive all documents at the same time;
- The process of the complaints procedure with the associated deadlines:
 - Being handled;
 - Starting the investigation;
 - The deadline by which the complainant and defendant have been heard;
 - The deadline by which the complaints committee must issue its written advice for the Board, complainant and defendant. If this deadline is exceeded, the complainant and the defendant are informed about the delay along with the expected completion deadline.
 - The deadline by which a decision is taken about the measures to be implemented;
 - The deadline by which one of the parties involved can submit an appeal against the decision.
- The complainant and the defendant are kept updated about the state of affairs in every phase;
- The Board will take appropriate action if a complaint is justified;
- The complainant or defendant are free to take the matter to court depending on the result of the complaints procedure;
- The complaints committee periodically reports to the Board of Directors and to the Works Council.

At the employee's request, the employer or the counsellor can provide a copy of the applicable complaints regulations.



APPENDIX 5 CAO AGREEMENT UNIVERSITY MEDICAL CENTRES 1 JANUARY 2024 THROUGH 31 DECEMBER 2025, DATED 1-4-2024

Introduction

The following was agreed by the cao parties for the cao of 1 January 2024 through 31 December 2025.

Commuting expenses

Regarding the compensation of commuting expenses:

- a. The employee who bicycles or walks to work receives a compensation for commuting expenses of 18 cents/km;
- b. The employee who lives more than 7 km from work and takes public transport to work is eligible for 100% reimbursement of the public transport fees (2nd class);
- c. The employee who drives to work receives a compensation for commuting expenses of 18 cents/km, for a maximum of 40 km (one-way).
- d. In conformance with the fiscal legislation, the commuting expenses allowance per km is linked to the number of days that the employee travels to the work location.
- e. AIOS receive the same compensation for commuting expenses as all other employees.
- f. Each umc arranges a bicycle scheme that enables employees to purchase a bicycle in a fiscally beneficial manner.

The cao parties agreed in the LOAZ list of agreements that the km allowance can be raised in stages in the future cao periods to the maximum tax-free compensation (currently 23 cents), with the condition that a contribution is made to the objectives of the Green Deal with reference to personal mobility.

Local arrangements about the fiscal exchange of travel expenses to the fiscal maximum compensation amount remain unchanged.

The implementation is being prepared in 2024. The commencement date of the commuting agreements is 1 October 2024, with the agreement that the employee may choose just one form of transport, unless this can be arranged differently locally. From 1 January 2025 both forms can be chosen.

Work from home allowance

The allowance for working from home is being adjusted to the maximum tax-free sum, as set yearly (in 2024: € 2.35). Commencement date is 1 May 2024.

Vitality and sustainable employability

Balance leave

Every employee can save leave in a balance leave. This means that the employee can save time up to the fiscally accepted maximum limit of 100 x the working hours per week in order to work less or stop working temporarily – in all phases of a career – with the aim to create a better work/life balance.

Employees can save the following within the fiscal limits of the balance leave:

- end-of-year bonus,
- vacation bonus,
- non-statutory vacation-hours,
- additional hours at the end of the calendar year and
- overtime.



Employees can transfer existing leave hours (accumulated before 1 January 2024) to their balance leave before 31 December 2024.

Leave hours saved in the balance leave cannot expire.

Leave can be taken from the balance leave at any time. Taking leave is done after considerate consultation. When taking more than 3 weeks of leave from the balance leave, the employee must submit a written request at least 3 months before the desired commencement date.

A reasonable deadline applies in other cases. In the case of unforeseen personal situations (for example, having to provide informal care), the employer will approve the request faster, unless doing so would negatively affect the quality and continuity of patient care and/or education, science and operational management.

By the end of the employment contract, as much of the balance leave should be taken as possible, unless this would negatively affect an important business interest of the medical centre. Remaining time in the balance leave is paid out to the employee.

With the introduction of the balance leave, Article 18.2 lapses.

(Academic) medical specialists are not eligible to have a balance leave. Agreements about the balance leave for (academic) medical specialists will be included in the updating of Chapter 15.

Vacation leave

In the current cao the vacation leave is expressed in a percentage of the working hours. The cao parties agreed that in the cao 2024-2025, the vacation leave would be expressed in hours. The statutory vacation leave is 144 hours based on a full-time position.

The cao parties also agreed that the number of non-statutory vacation-hours would be increased from 24 to 28 hours for employees from 1 January 2024. This does not apply to people who left their job before 1 April 2024. From 1 January 2025 the non-statutory leave will be increased further from 28 to 32 hours.

In conformance with the law, employees must take the statutory hours within the calendar year as far as possible and by the latest within 6 months after the calendar year, after which deadline the statutory leave hours expire. Non-statutory hours expire after 5 years or can be saved in the balance leave.

Non-statutory hours of the calendar year in question that are not saved in the balance leave can be paid out annually at the end of the calendar year at the employee's request.

Generational policy

In the cao 2024 - 2025 a Generational policy is included that applies to all umcs. In summary, it states that an employee who works 80% of their original working hours receives 90% of their salary for this and accrues 100% of their pension. The following minimum framework applies:

1. The employee can submit a request for reducing their working hours by at most 20% through an exemption from work. In other words: the employee works 80% of their original working hours. The scope of the working hours amounts to at least 60% of a full-time position after application of the generational policy. In other words: 21.6 hours (3 work days of 7.2 hours each).
2. The employee who receives a salary from one of the scales up to and including 14 is eligible to retain their salary over at least 50% of the hours from which the employee is exempt from working. In other words: the employee receives at least 90% of their former salary. The umc continues the pension accrual based on the number of working hours prior to participating in the generational policy, according to the standard premium distribution. In other words: the employee continues to accrue 100% of their pension. Employees who receive a salary from scale 15 and above will have their salary reduced in proportion to the number of exempt working hours. In other words: the employee receives at least 80% of their former salary. The umc continues the pension accrual based on the



number of working hours prior to participating in the generational policy, according to the standard premium distribution. In other words: the employee continues to accrue 100% of their pension.

3. The other employment conditions of the employee are adjusted proportionally.
4. The employee must submit a request to participate in the generational policy at least 6 months before the desired commencement date. Participation in the generational policy is open to employees with a permanent contract who will reach the state retirement age within at most 5 years and will have worked uninterrupted for at least 8 years in a umc before the start of that participation.
5. Prior to and during participation in the generational policy, the employee is obliged to take all of any accumulated leave (including the balance leave).
6. The scope of the employee's formal working hours may not have been increased in the 12 months prior to participation in the generational policy. In it has been increased, the participation in the generational policy will be based on the earlier, lower working hours.
7. The employee is not permitted to carry out new paid outside activities during the hours exempt from work, whether or not part of their job, or expand existing paid outside activities.

The cao parties agreed that the generational policy would be available for employees in all umcs by the latest on 1 July 2024. Existing individual agreements with employees about participation in already existing local generational policies will be respected, if they match the above framework.

The above framework for the generational policy applies to the (academic) medical specialist for the duration of the cao 2024-2025. Agreements about generational policies after 2025 for (academic) medical specialists will be included in the updated Chapter 15.

Preventing transgressive behaviour

The cao parties agreed that the accompanying protocol about preventing transgressive behaviour would be included as an appendix to the cao. They agreed that the umcs would pay specific attention to adding the protocol to the cao, together with the policy that would apply within the umcs and the existing complaints procedure. This information is part of the onboarding package for new employees. The cao parties agreed that the umcs would facilitate forms of peer review for internal counsellors. A meeting is to be arranged within 3 months for further discussion regarding any expansion of the protocol for transgressive behaviour of patients and visitors in relation to the employer's duty of care.

Supplement to the additional maternity leave and parental leave

The UWV benefit paid for additional maternity leave and parental leave is to be supplemented by the umcs to the level of the employee's salary, but will not exceed the amount of the currently valid legal maximum daily wage SV (in 2024: € 5,969 gross per month). The umcs will maintain the pension accrual in full on the basis of the usual premium distribution.

Extension of employment contract for scientists and trainee researchers

The employment contract of trainee researchers (as specified in Article 2.4.4 of the cao umc) can be extended at the employee's request by the duration of the maternity leave taken (plus additional leave) and paid parental leave taken. This is in addition to the already existing possibilities for extension of maternity leave.

For scientists working on the basis of an employment contract as specified in Article 2.4.5 par. 4 sub a of the cao umc, an equivalent agreement is being made with the understanding that the extension cannot exceed the legal maximum permitted duration.

Levelling up position of doctoral students

Doctoral students seem not to have a single definition, and thus the target group is not entirely clear. We define doctoral students as researchers in training ('OIO'). The cao parties will discuss in more depth the observed problems and involve the umcs.



Working hours and rosters

Standby, on-call and off-site availability

Because it can be necessary to have on standby employees with functions that do not involve patient care, the term off-site availability shift was added to the cao. The following agreements were made for the allowance for standby, on-call and off-site availability shifts.

	Monday - Friday	Saturday, Sunday and holidays
Standby shift* and Off-site availability shift (for employees up to scale 15)	€ 5 gross per hour, regardless of salary scale	€ 10 gross per hour, regardless of salary scale

* For an on-call shift the allowance is 25% higher than for a standby shift.

All tasks that can be planned are scheduled, to prevent on-call shifts being arranged unnecessarily.

Article 4.7.4 contains the definitions for Standby shift, On-call shift and Off-site availability shift in conformance with the definitions from the Working Hours Act and the Working Hours Decree. Other cao stipulations associated with a standby shift are aligned, as far as necessary, with the off-site availability shift (like Articles 4.7.4.2, 4.7.4.3, 4.11, 5.6, 6.2.1, 6.2.3, 6.2.4, 8.5.2, 9.7, 14A.3.3 and 15.4.1.).

Rest period after being called up in the night

The text for the rest period for a standby shift after being called up in a night shift will be adjusted as specified in the appendix.

Employees take precedence over externally hired workers

The umcs give employees with an employment contract first choice when assigning shifts and preparing rosters compared with externally hired workers.

Study agreement for medical interns

NFU, LAD and FBZ are jointly exploring together with De Jonge Specialist and the CMV (Advanced Medical Programmes College of the NFU) how the cao can be applied in practice with regard to working hours. This concerns documenting the difference between the actual hours worked and the contracted work hours, also in relation to the training hours. This study starts by 1 July 2024 at the latest. During the duration of the cao, the cao parties shall prepare new agreements about the work hours of medical interns based on the results of the study.

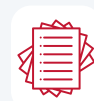
Wage and shifts during pregnancy and maternity leave

The cao 2024 - 2025 clarifies the stipulations concerning continued payment of salary during maternity leave and the obligation to work evening and night shifts while pregnant and in the period after giving birth. See the appropriate text in the appendix.

Changing facilities

Employees who are required to change their clothes in the umc before starting work will receive a monthly allowance of € 80.00 gross per month (based on a full-time position), unless this is already being done within the regular work time. Only employees in scales 1 to 10 from Appendices A, AA or D of the cao are eligible for this allowance. The allowance comes into effect from July 2024. See the elaboration in the appendix.

Along with this allowance, the NFU and the unions will conduct a fact-finding survey into the facilities and time required for changing clothing before starting work. The design and outcome of this fact-finding survey are topics of discussion between the parties.



Employment conditions for Academic Medical Specialists

The cao parties are committed to reviewing the employment conditions for academic medical specialists as included in Chapter 15 of the cao umc. Together with the LAD the possibilities for revision will be studied during the duration of the cao, paying special attention to sustainable employability and continuity of care, with agreements being made that suit the wishes and needs of all generations of medical specialists.

In this study special attention will be paid to implementing a standard 40-hour work week for medical specialists and raising the age limit for working shifts further.

To distribute the shift load more equally among academic medical specialists, the cao parties agreed that academic medical specialists would work shifts until the age of 62 years to be eligible for the permanent allowance for working unsociable hours or 24-hour shifts. Academic medical specialists aged 62 years or above only work shifts with their consent. The shifting of the age limit from 60 to 62 years applies from 1 January 2026. The following gradation scheme will be employed:

- Academic medical specialists born in or before 1965 work shifts to the age of 60 years.
- Academic medical specialists born in 1966 work shifts to the age of 60 years and 9 months;
- Academic medical specialists born in 1967 work shifts to the age of 61 years and 3 months;
- Academic medical specialists born in 1968 work shifts to the age of 61 years and 9 months;
- Academic medical specialists born in or after 1969 work shifts to the age of 62 years.

After reaching these age limits, there is no longer any obligation to work shifts while the TVO (allowance for working unsociable hours) is retained. The age limit of 62 years will continue to be raised in line with the increase in the state retirement age in a manner to be determined later.

Academic medical specialists in the above gradation scheme will have an average working week of 40 hours from the age of 60 years (excluding shifts, work done during shifts and hours worked on instruction whereby the annual working hours are exceeded).

Further raising of the age limit for working shifts forms part of the previously mentioned study agreement, with the aim that raising these age limits will lighten the shift load for the age group under 60 years old.

Every academic medical specialist aged 59 years or above has the possibility from 1 January 2026 not to work shifts any longer at their own request. In that case a phasing-out scheme will apply that will gradually reduce their allowance (for 24-hour shifts or for working unsocial hours) in three equal stages over a period of 36 months.

In addition, the parties have agreed that all academic medical specialists are entitled to 8 hours of rest after working an on-call or standby shift at night or will not have a contiguous shift (day) with patient care tasks.

During the duration of this cao, the NFU and LAD are jointly setting conditions to arrive at a successful implementation.

Starting points

Reassessment of agreement regarding training and expenses

In the cao 2024 – 2025, the text in Article 13.4 par. 1 has been brought in line with the law. This means that medical interns are fully compensated for the cost of their study activities as specified in Article 3.1 par. 3. In conformance with Article 3.1 par. 9, all job-related training takes place during work hours.



Reassessment of outside activities clause

In the cao 2024 – 2025, Article 9.3 will be adjusted to fit the legal framework and the other associated obligations. See the text in the appendix.

Updating Appendix K

In the new cao the following are included in Appendix K:

- NVKI (Dutch Association for Clinical Informatics)
- OVN (Optometrists Association Netherlands)
- KLEM (Society for Clinical Embryology)
- NVMBR Dutch Association of Medical Imaging and Radiotherapy.

When the new cao comes into force, the BMTZ register for Biomedical Technicians will be replaced by the BMTZ register for Biomedical Technicians in Healthcare and Clinical Engineers.

When the new cao comes into force, the NVGzP (Nederlandse Vereniging voor Gezondheidszorgpsychologie en haar specialismen) and the BRV (Beroepsvereniging Recovery Verpleegkundigen) will be deleted from Appendix K.

Wages section

Cao raise

All salaries will be raised 4% from 1 May 2024, to the maximum of scale 11 (in other words, a maximum of € 246.24), for a full-time position.

All salaries will be raised 3% from 1 July 2025 to the maximum of scale 11 (in other words, a maximum of € 192.06), for a full-time position.

The wage increase from 1 July 2025 is 3%. If the cpi for 2025 estimated by the CPB on the target date of Prince's Day 2024 (third Tuesday in September) exceeds 3.5%, the parties will discuss the situation.

The scales for trainees and researchers in training increase in line with the agreed wage agreements.

Permanent allowance 60+

The cao 2024 – 2025 states that employees who are 60 years old and have worked prior to that moment for at least 10 years and received an allowance (including sliding) for unsociable hours for evening and/or night shifts (as specified in Articles 4.7.3.2 and 4.7.3.3), without an interruption exceeding 12 months will receive a permanent allowance (as included in Article 4.7.3.4).

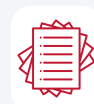
The same also applies to the sliding allowance for employees from the age of 57 years (Article 4.7.3.3) who prior to that moment had received an allowance for unsociable hours for evening and/or night shifts for at least 5 years, without an interruption exceeding 6 months.

Internship allowance

The cao parties agreed that the stipulation in Appendix G, that an internship should be focused on direct patient care, lapses. The internship allowance is paid out proportionally.

Interns (students of Medicine) are not eligible for the internship allowance.

The compensation for expenses for interns is raised from 1 March 2024 to €120.



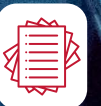
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