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Joint deployment of union requirements for the collective labour agreement Dutch Universities (CLA/CAO NU):

On March 31, 2023, the current CLA expires. The underlying agreement included a study agreement for lecturers: Parties recognize there is a need for clear career perspectives for lecturers that do justice to their contribution to the university sector and also for this group of employees bears witness to good employment practices. In September 2022, the collective labour agreements parties initiated a joint study to determine, based on an analysis of data to determine how the contractual position of lecturers in the next collective labour agreement period can be improved in which, in particular, the possibility of creating more permanent contracts. The results of this study will be input for the negotiations for the next, i.e., this, CLA.

Commitment with regard to employment contracts in accordance with the CAO NU: towards permanent jobs in the primary process.

An agreement for more permanent jobs for lecturers and researchers can only exist if the permanent contract refers to a career perspective within the university itself. In that context unions primarily focus on the introduction of a three-column system for academic positions with the possibility of also being able to make horizontal steps between the different columns. These columns also fit well with the premise of the national program Recognize and Rewarding in which there is a focus within teams on how each member of the team can best be deployed for the tasks of teaching and research or the combination thereof. In each of the columns, promotion to the position of professor is possible.

Column 1: the lecturer column 4-1: main task (80%) teaching (development); secondary task 20% teaching-related research and development time (obtaining BKO and SKO mandatory).

Column 2: the Assistant/Associate/full professor (U(H)D/ HGL) column: main teaching and research tasks (30-70 c.q. 40-60% v.v.): BKO and PhD (resp. senior qualification research: SKO) mandatory.

Column 3: post doc/ (senior) researcher column: main task (80% research, incl. valorization); secondary task 20% research-related teaching time. PhD, SKO and BKO mandatory.

Note: for a number of WP positions and levels, work for governance, management and participation in working groups fall under the concept and classification criterion 'organization'; percentages should then be temporarily adjusted to avoid an increase work pressure.

With this column system, unions also aim to give lecturers and researchers, both of whom make essential contributions to the primary process, permanent jobs and prospects for academic careers. To offer. 'Admission' to column 1: i.e., graduate talents with teaching ambitions; admission to columns 2 and 3: i.e., the junior lecturer/researcher; the PhD student.

Within this system, the career track can also be a variation on the tenure track.

In the tenure track and career track, the principle of 'up or out' does not apply because this principle does not fit within the Dutch academic labour market. A tenure track or career track can also be applied to lecturers or researchers who are seeking a promotion as UD (assistant professor) in the UD column. Column 1 and 2 are mainly financed through adequate teaching and research funding (1st flow of funding); column 3 is primarily funded via fund formation from the own-risk-bearing universities, (partly) funded back by external funding/ valorization.



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In the transition to this system, the following measures/agreements are needed in any case:

- Lecturers, except those for whom lecturing is a secondary function, are given full-fledged employment contracts: the average size of 0.6/ 0.7 employment contracts, which in practice are too small to fulfil the teaching duties alone. Within these employment contracts, BKO and teaching-related research time can be more easily and better shaped. With temporary contracts based on the chain clause will be treated with restraint in favor of the possibility of concluding contracts for the duration of 4 to 6 years.
- For researchers/postdocs, a clausured permanent employment contract will become standard practice.
- For PhD candidates and postdocs (researchers), Article 2.5 *Extension of the employment due to circumstances of the employee* is converted into a mandatory provision. There is no longer a restriction that the extension of contracts must be within the maximum period for temporary employment as referred to in Article 2.3. When the time limits of Article 2.3 are exceeded, a fixed clause contract can be used for the duration of the extension. To the circumstances, as mentioned in Article 2.5, birth leave will be added.
- PhD candidates perform scientific work within their employment. They are faced with a form of unfair competition in the university labour market with the use of scholarship PhD candidates. Under this system, scholarship PhD candidates perform equally scientific labour, but they are significantly cheaper for universities.
At the same time, scholarship PhD candidates often find themselves in precarious positions, as shown in research, e.g., by PNN. As part of the termination of the ministerial experiment with scholarship PhD candidates, ongoing doctoral trajectories of all scholarship PhD candidates will be converted into employment contracts, effective by April 1, 2023.
Tightening of Article 6.6, which explicitly refers to the tenure track for a trajectory from a WP position to a higher WP position in the column. Explanation: some of the universities have a "horizontal" tenure track (from UD2 to UD1; from UHD2 to UHD1) which is contrary to the intent of the current Article 6.6. Furthermore, this form of a tenure track is not in line with the collective labour agreement made that with effect from January 1, 2022, UDs and UHDs will get permanent contracts, in principle, after one year. These 'horizontal' T.T. contracts will be converted to permanent contracts with effect from the new CLA. The translation of article 6.6 in the English-language version of the CLA should in any case be adjusted in accordance with the Dutch text. In the English version tenure track only refers to a process towards permanent employment in an academic position.
- For academic staff who acquire an 'erc grant', a collective labour agreement analogous to that for VIDI funding (2.7.5) will henceforth apply, i.e., conversion to permanent employment.
- The internal priority policy in Article 6.5, paragraph 5 will be further tightened so that in case of vacancies lecturers and researchers will have priority in case of proven suitability. Clarification: legally an internal priority policy with the concept of equal suitability for internal candidates is in fact without legal effect.
- To make the transition to faster permanent employment also visible in the collective labour agreement it will again include temporary employment with the prospect of permanent employment.
- Article 2.2, paragraph 5, regarding successive employment contracts will be deleted from the collective agreement.
Explanation: all forms of successive employment contract count towards the chain provision to prevent revolving door constructions.



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- The agreements about limiting flexible constructions (E.15) will be made visible in chapter 2 Employment. Hiring via temporary employment agency and secondment agency is only possible for support staff. Explanation: WP must perform work, which is part of the core business of the university. Therefore, this group must be employed by the university itself on CLA-contracts. Also, for peak and sick of WP is on ordinary employment with the university employed.
- Adjustment Article 2.1, second paragraph of the collective labour agreement. In the fixed-term employment contract shall explicitly state the objective reason for the duration of employment.
- Article 2.3, paragraph 5, second sentence of the CAO NU will be deleted. Explanation: many examples show that lecturers for structural work on multiple temporary contracts are employed for the maximum term of 48 months. There is usually no question of demonstrable circumstances mentioned in paragraph 5 under c. Researchers (postdocs) may be employed on one-time temporary employment contracts employed for the duration of research projects that are (co-) externally funded. The position of researcher is not in itself temporary. It is a position that can also be employed on a permanent basis. Postdoc is otherwise not a position in UFO, for which a job profile has been included.
- As of the new CLA, a maximum percentage of 15% - 25% per faculty and 30% per study subject apply for temporary contracts that can be entered into with lecturers. The decrease shows a simultaneous increase in the number of permanent contracts.
- In principle, the lecturer 4 position can only be used for new employees without teaching experience with a one-time temporary contract for the duration of at least 4 years to also obtain the BKO in this. This should be stated in the employment contract stated. Exceptions to this are employment contracts entered into on a temporary basis with reference to E.16.c.
- The combination function of Junior Teacher/PhD candidate is not subject to the under the chain provision and is at least 6 years. This should be stated in the employment contract.
Extension due to illness, pregnancy or maternity leave or taking parental leave will be allowed.

Sustainable employability:

During the term of the current CLA SoFoKleS conducted a sector analysis at the request of CLA parties for the WO (i.e., sector of universities). Based on the results, social partners would discuss whether further additional agreements should be made regarding the vitality pact and a possible temporary early retirement scheme. Based on the pension agreement still possible until 2025.

The sector analysis once again makes clear that many (academic) WO employees experience the pressure of work as high to very high. For academic staff, this leads to a lot of overtime during evenings and weekends. The sector analysis also shows that sick leave including WIA is increasing. Based on the key figures presented, with unchanged policy, it is plausible to assume that the workload will not decrease by itself. Certainly not now that experiences with hybrid working show that the boundary between work and private life is becoming increasingly blurred.

That is why unions want to make further agreements that promote or increase sustainable employability and reduce work pressure:



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- Further improvement of the vitality pact by adjusting the percentages of continued pay to 80% for the 0.4 variant and 90% for the 0.2 variant, respectively.
- Reintroduction of ½ hour shorter work per day for employees aged 60 and older.
- Introduction of D.I. hours for all employees of a minimum of 40 hours on an annual basis, including development days, to be used for training, development, and recuperation.
- Enhancement of the multi-year savings model for younger employees to adjust their own working week.
- An Early Retirement Agreement for physically and mentally heavy occupations (such as in the full-time shift in the plants and in animal care). In addition, RVU should be possible as customization.
- Adjustment of the wording of Article 6.7 annual consultation (review). The annual consultation is a right of the employee. In the annual consultation, the actual task agreements must be discussed as a subject in the case of the employee's well-being. Clarification: The text of preamble in CLA 2021 already describes the necessity of the real task assignment for the individual employee. Furthermore, surveys show that academic staff is structurally working unpaid overtime. The annual interview serves to discuss whether there is structural overtime and how it can be prevented.
- Adjustment of the expiry period of statutory vacation days carried over to the next vacation year not on July 1 but on September 1.
- Right to be unreachable by mail and phone after working hours, on weekends and in vacation periods (except, of course, functions with periods/schedule consignment on-call and on-call shifts).
- Abolition of the function-based contract in Article 4.5.
Explanation: The function contract is contrary to the BW and European legislation. Article 4.5 paragraph 3, of the CAO NU stipulates that, among other things, Articles 4.6 and 4.7 do not apply.
These are precisely the provisions that regulate, among other things, the right to the statutory hours of leave and the role the employer has in this regard. A ruling by the Court of Justice EU of 6 November 2018 in case C-684/16 (CURIA - Documents (europa.eu)) on statutory vacation leave, makes it clear that statutory leave hours cannot be redeemed but must be taken annually. The employer furthermore has a legal duty of care that statutory leave hours are taken annually, and that the employer must keep proper records for this purpose, as referred to in Section 7:641(2) of the Dutch Civil Code. An employer cannot evade this legal duty of care. See Leeuwarden Court of Appeal of 25 January 2011. ([ECLI:NL:GHLEE:2011:BP7313, voorheen LJN BP7313, Gerechtshof Leeuwarden, 200.064.622/01 \(rechtspraak.nl\)](#)) and the Court of Appeal of 's Hertogenbosch of March 19, 2013 ([ECLI:NL:GHSHE:2013:1294, Gerechtshof 's-Hertogenbosch, HD 200.094.531-01 \(rechtspraak.nl\)](#))
- Introduction of partially paid long-term informal care leave of 6 times the weekly working hours (building on the UvA pilot).
- Good agreements around (partially paid) bereavement leave: In the collective labour agreement for Dutch Universities, no agreements have been made yet regarding bereavement leave. Article 4.25 speaks of special leave in case of special circumstances. We want to make better arrangements about bereavement leave: The employee receives paid leave from the day of death until and including the funeral. For the period thereafter, we want employee to make arrangements with supervisor about:
 - Temporary modified working hours;
 - Temporary no or less strenuous work



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- A flexible arrangement of paid bereavement leave. For instance, a leave budget to be recorded in days, parts of the day and hours. The agreements are flexible in the application for this leave in the interest of providing proper care for the grieving employee with the goal of a safe and healthy return to the workplace.
- Improving the financial consequences when taking partially paid leave: full accrual of leave; removal of the obligation to repay if opportunity for position change or improvement is at hand.
- Overtime compensation for all positions in WP and OBP. This will allow time-for-time hours to be added to the multi-year savings model.
- Pure collective contract IPAP insurance for all employees with premium for employers. Pure collective contract so that current sick employees with e.g. long covid can also be covered. See CLA VVT.

Diversity/inclusiveness/social safety:

Unions note that additional agreements can still be made in the CLA that promote a diverse and inclusive workforce. In that context, we propose the following points:

- The introduction of multi-year (partially paid) transgender leave: leave for visits to physician or psychologist related to diagnostics, medical transition and/or hormone therapy during the transition period (taken from Unilever gender policy).
- Menopause/transition leave for employed women.
- Less one-sided orientation to Christian holidays in the CLA. The collective labour agreement should at least offer employees who adhere to other religions opportunities to take paid leave on holidays important to them.
- Adjustment of the code of conduct to tighten or make explicit the equal treatment of chronically ill or disabled employee.
- Internal regulation on disputes needs adjustment for refusal of facilities for the disabled or chronically ill employee. Implementation of working conditions legislation and equal treatment.
- Under the new term, the agreement on mandatory introduction of the ombuds function will be evaluated. In anticipation unions are already advocating the establishment of a central national ombuds point of contact. We believe this is necessary because there is still reluctance and fear to turn to the ombuds officer within one's own institution. A central hotline is thus of added value to the decentralized infrastructure.

Wages and term of the CLA:

Unions start with the observation that with the wage agreements in the current CLA, we unfortunately failed to maintain purchasing power. Earlier member surveys have also revealed that a large percentage of employees in our sector expect to suffer financial consequences of inflation and energy prices and even expect to run into financial problems. Unions therefore want to achieve the preservation of purchasing power in their wage demand for the new collective labour agreement. This is based on the established level of inflation based on the CBS index figures in October 2022. Over the period October 2021-October 2022 this level was 14.3%.

We also note that surveys and collection sessions conducted among our members show that purchasing power maintenance is often sufficient but considered essential. Especially now, however, increasing attention is called for the effects of the high inflation in the Netherlands and the consequent increased cost of living costs.



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In this context, we therefore propose a two-stage approach: a wage increase now that guarantees purchasing power maintenance for the term of the new CLA and, in addition, the structural introduction of automatic price compensation. This also guarantees in future rounds of the collective bargaining agreement, at least as a basis maintaining the purchasing power of university employees. In the systematics we propose an annual cycle from April 2023 to April 2024, and so on. In this way, we are more or less in line with the Government publication of the reference space, among other things, based on wage and price adjustments in the market and the spring budget. So that also means that we assume at least one year (12 months) for the duration of the new CLA. A longer term may be negotiable.

Unions note that in addition to the generic wage agreements, a number of concrete additional agreements are necessary:

- Due to increased inflation, for lower incomes in particular, as well as for employees for whom working from home is not permitted, an increase in the travel allowance for commuting to the fiscally permitted maximum per kilometer is necessary. Further unions want to put a "floor" in all decentralized commuting arrangements with full reimbursement for public transportation. For working from home, the allowance per home-working day will be substantially increased.
- With the introduction of the minimum hourly wage of 14€, the lower salary scales have several tiers with the same salary outcome. In our opinion, it is now necessary to arrive at a redesign of the scales up to and including 6 in order to create in the positions within those scales restore perspective and challenge for employees. Furthermore, we want to expand the minimum wage agreement to at least extend to the wage scales for workers with disabilities, including employees under the Participation Act. TOIOs (PdEng) should receive the minimum hourly wage of €14 without question because according to the job profile, they are expected in their position to co-manage persons working within the university and who therefore do receive the minimum hourly wage.
- Regarding the end-of-year bonus of 8.3% of the salary received in the calendar year salary, we would like this benefit to be paid in November starting this year.
- Finally, unions want all workers aged 18 and over to be paid a "professional adult" wage paid; we therefore propose that youth wages between the ages of 18 and 21 no longer be handled and removed from the CLA.

Trade union facilities:

Trade unions make a fundamental contribution to the terms and conditions of employment and working conditions for all employees and their individual application within all universities. Collective labour agreements also make an important contribution to the mutual relations between university institutions.

Fortunately, many employees realize the importance of membership, but there is also a lot of "free-riding". Employers are also aware of the importance of union representation.

Therefore, it is agreed that employers will henceforth reimburse 50% of membership fees. reimbursement.

Unions also make an important decentralized contribution at universities. Yet they are not always and everywhere visible. It is therefore agreed that unions will be given access to the intranet pages and the "digiboards of the universities to draw attention" to their activities in the workplace. Expressly physical forms of expression can also be distributed. These agreements will be included in Appendix D of the collective bargaining agreement.



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Reorganizations, organizational changes, and employee participation:

The CLA 2021 distinguishes between the concept of reorganization and organizational change. Unions note that the distinction made seems to work well. The number of formal reorganizations where forced layoffs are foreseen has now fortunately fallen sharply in number. However, we must note that local reports of organizational changes and especially the discussion with the employee participation body, where full advisory rights apply, still leaves a lot to be desired. Unions therefore want to set further requirements for local agreements in article 9.1. local agreements.

Agreements arising from the current CLA:

CLA parties have conducted a study into the scope of the CLA for international staff who are not employed in the Netherlands and the provisions relating to foreign tax and social security law applicable to frontier workers in relation to hybrid work. The results of this study are now being translated into concrete agreements. The standard nature of the collective agreement remains the guiding principle. In the context of diversity, inclusiveness as well as readability, the text of the current CLA will be revised.

Finally:

As usual, trade unions reserve the right to modify, supplement or withdraw and to make new proposals.