

Amsterdam UMC Research BV

General terms and conditions of employment 2024-2025

# Introduction

The Collective Labour Agreement for University Medical Centres 2024 – 2025, hereinafter referred to as the CLA UMC, forms the basis for the adjustments made to the General Terms and Conditions of Employment of Amsterdam UMC Research BV, hereinafter referred to as Research BV. In making these adjustments, as with the original drafting of these General Terms and Conditions of Employment, the intention remains to align the terms and conditions of employment as closely as possible with those of the CLA UMC. Where deviations occur, these are primarily due to statutory restrictions.

Although the General Terms and Conditions of Employment of Research BV are drafted to align as closely as possible with the CLA UMC, they do not constitute a collective labour agreement within the meaning of the Collective Labour Agreement Act.

These terms and conditions form part of the individual employment contract entered into individually with each employee of Research BV.

Amsterdam, 2024

Management Board J.J. Brand Chair of the Works Council O.J.A. Figaroa

If, as a result of the translation of the text, any disagreement regarding interpretation arises, the Dutch version of the General Terms and Conditions of Employment 2024 - 2025 shall be the starting point and shall prevail.

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#### Parties to the General Terms and Conditions of Employment

The parties involved in the General Terms and Conditions of Employment are the management board of Amsterdam UMC Research BV and the works council of Amsterdam UMC Research BV

#### **Overview of relevant regulations**

The General Terms and Conditions of Employment aim to avoid duplication of regulations wherever possible. Higher-level and general regulations (laws and decrees) applicable to private organisations are not included in the General Terms and Conditions of Employment.

The absence of a provision in the General Terms and Conditions of Employment does not imply that no applicable regulation exists. Below is a non-exhaustive list of relevant regulations:

#### Algemeen geldende regelgeving

Equal Treatment Act Working Conditions Act 1998 Working Conditions Decree and Regulations Working Hours Act and Decree Dutch Civil Code Aliens Act Flexible Working Act Foreign Nationals (Employment) Act Work and Care Act Balanced Labour Market Act Pensions (Financial Treatment) Act Career Break (Funding) Act Equal Treatment (Men and Women) Act Equal Treatment in Employment (Age Discrimination) Act Equal Treatment of Disabled and Chronically III People Act Compulsory Identification Act Individual Health Care Professions Act Works Councils Act Medical Examinations Act Incapacity Insurance Act **Employment of Minorities (Promotion) Act** Work and Income (Implementation Structure) Act Gatekeeper Improvement Act Work and Income (Capacity for Work) Act Unemployment Insurance Act Sickness Benefits Act Health Care Insurance Act

Regulations related to academic hospitals are not applicable to these General Terms and Conditions of Employment.n

# Chapter 1 General provisions

#### **Article 1.1 Definitions**

In these General Terms and Conditions of Employment, the following definitions apply:

**General Terms and Conditions of Employment:** the general terms and conditions of employment of Research BV (AAV);

**Incapacity benefit:** a periodic payment under the Sickness Benefits Act (ZW), Work and Income (Capacity for Work) Act (WIA) or Incapacity Insurance Act (WAO), relating to being fully or partially unable

to perform suitable work due to illness or disability arising from any employment contract of the employee;

**Employment contract:** the employment contract concluded between the employer and the employee, as referred to in Article 7:610 of the Dutch Civil Code (BW); Service or department: a unit designated as such within Research BV or the UMC;

**Business trip:** travel deemed necessary by the employer, including any associated stay, to perform duties outside the agreed work location;

Employment relationship: an employment contract with Research BV;

Management board: the management board of Research BV;

**Position:** the set of duties to be performed by the employee in accordance with the employer's instructions;

**Wage:** the sum of the scale salary and allowances to which the employee is entitled under Articles 4.1, 4.3 paragraph 5, 4.7.1 to 4.7.5, 4.7.7, 4.7.8.1, 4.8, 4.9, 14A.3.1 to 14A.3.4, 15.4.1 to 15.4.3 and 15.4.5;

**Maximum salary:** the highest amount within a salary scale; Employee: a person who has concluded an employment contract with the employer, as referred to in Article 7:610 of the Dutch Civil Code;

**Partner:** for the purposes of these General Terms and Conditions of Employment, 'spouse' includes a registered partner or the life partner of an unmarried employee with whom they cohabit and maintain a shared household under a notarised cohabitation agreement detailing their mutual rights and obligations with regard to that cohabitation and shared household. Only one person can be designated as a life partner at any time. The employer may require a written notarial declaration confirming the existence of such an agreement. 'Widow' or 'widower' also includes the surviving life partner or registered partner. A registered partner or life partner may also be considered a family member if applicable;

Pension regulations: the pension regulations of the pension provider;

Research BV: Amsterdam UMC Research BV;

**Schedule**: a timetable published in advance, covering a period of more than one week but no more than thirteen weeks, specifying the start and end times of daily working hours;

**Salary:** the amount determined in accordance with Article 4.1 for the employee based on one of the appendices of these AAV;

**Salary number:** a designation, consisting of a number or a combination of a letter and a number, indicating a salary within a salary scale;

**Salary scale:** a series of numbered salaries specified in one of the appendices of these AAV;

**UMC:** a public or private academic hospital listed under section i, subsections 1 and 2 of the appendix to the Higher Education and Research Act (WHW), or the university medical centre to which the academic hospital belongs;

**University:** one of the universities listed in sections a and b of the appendix to the WHW;

**Holiday worker:** an individual employed by Research BV exclusively during school holidays and for a maximum consecutive period of six weeks;

Full-time employment: an annual working time of 1,872 hours;

Employer: Research BV.

**Unemployment benefit:** a periodic payment related to dismissal or unemployment arising from any employment contract of the employee.

# Article 1.2 Part-time working hours

The General Terms and Conditions of Employment are based on employees with full-time employment. Employees with part-time employment are entitled to provisions proportionate to their working hours unless explicitly stated otherwise in the General Terms and Conditions of Employment or evident from the nature of the provision.

#### Article 1.3 Consultation with the works council

The General Terms and Conditions of Employment are discussed in consultations between the employer and the works council. Amendments to the General Terms and Conditions of Employment require the consent of the works council insofar as they pertain to secondary employment conditions. Amendments relating to primary employment conditions require the advice of the works council.

#### Article 1.4 Reorganisation code

1 The employer adopts the Amsterdam UMC reorganisation code for organisational changes and establishes its own addendum as necessary. The works council has the right of consent in this regard.

- 2 The reorganisation code includes at least:
  - a. The procedure for decision-making;
  - b. The right of affected employees to respond to the reorganisation plan at least once before advice is sought from the works council;
  - c. The reorganisation plan presented to the works council, which addresses:
  - Purpose of the organisational change;
  - Scope of the organisational change;
  - Current and proposed organisation and staffing;
  - Expected personnel consequences;
  - Measures to address personnel consequences;
  - Timeline.

### Article 1.5 Social policy framework

- 1 The employer adopts the social policy framework of Amsterdam UMC and establishes its own addendum as necessary. The works council has the right of consent under Article 27 of the Works Councils Act. In cases of organisational changes, the focus of the social policy is on guiding employees from one role to another.
- 2 The social policy framework includes:
- a. Measures and tools for addressing personnel consequences of significant organisational changes, prioritising job retention;
- b. The process for redeployment research;
- c. The definition of a suitable job.

# Article 1.6 Social plan

In addition to the social policy framework, the employer, after reaching agreement with the works council, establishes a redundancy plan in the following situations:

- a. Outsourcing, mergers, privatisations or relocation of parts of the organisation;
- b. Internal organisational changes that would otherwise result in the involuntary redundancy of more than ten employees;
- c. At the employer's discretion for specific organisational changes.

# Article 1.7 Anti-cumulation of transition payment and transition costs

- 1 In this article, the following definitions apply:
- a. Transition payment: the transition payment referred to in Article 7:673 of the Dutch Civil Code.
- b. Transition costs: costs of provisions aimed at helping the employee transition from one job to another, as referred to in Article 7:673(6)(a) of the Dutch Civil Code, provided these provisions are included in collective agreements between the employer and the works council.

2 Agreements are made with the employee regarding the deduction of transition costs from the transition payment to prevent the cumulation of transition payments and transition costs.

#### Article 1.8 Area of application

- 1 These General Terms and Conditions of Employment apply to employees of Amsterdam UMC Research BV (Research BV) who are employed by Research BV under a private law employment contract unless specific provisions of these General Terms and Conditions explicitly exclude one or more categories of employees in whole or in part.
- 2 The General Terms and Conditions of Employment do not apply to holiday workers unless a specific provision explicitly states that it also applies to holiday workers.
- 3 The General Terms and Conditions of Employment do not apply to members of the management board.
- 4 If the employer declares a separate scheme applicable, the General Terms and Conditions of Employment do not apply to:
- 1. Employees who work on a call basis, whether or not regularly, for short periods.
- 2 Employees who work only during weekends.
- 5 Interns do not have an employment contract. The provisions for interns and clinical trainees are included in Appendix G of these General Terms and Conditions of Employment. Research BV applies these provisions to its interns.

#### Article 1.9 Term

The parties have entered into these General Terms and Conditions of Employment for the period from 1 January 2024 to 31 December 2025. If these General Terms and Conditions of Employment are not terminated in writing by either party at least two months before the expiration of the term, their term will be extended by one year.

#### Article 1.10 Internal objections procedure

- 1 An employee whose interests are directly affected by a decision of the employer that is not of a general nature may lodge an objection to the decision with the management within six weeks of the day on which the decision was communicated by dispatch or delivery. For the purposes of this article, 'employee' also includes the employee's surviving relatives or legal successors.
- 2 A decision as referred to in paragraph 1 also includes the refusal to make a decision (in a timely manner).
- 3 Objections are made by submitting a written notice of objection to the management. The notice must include the name and address of the objector, the date, a

description of the decision being challenged and the grounds for the objection. Receipt of the notice of objection is confirmed in writing.

- 4 Following the objection, the management reconsiders the contested decision. The decision on the objection is prepared and taken with due care, applying principles of hearing both sides. The decision on the objection is based on proper reasoning and is communicated in writing to the objector and other interested parties.
- 5 Unless exceptional circumstances apply, the decision on the objection is taken within twelve weeks of receipt of the notice of objection.
- 6 The management may, in accordance with this article and in agreement with the works council, establish additional rules regarding the handling of objections.
- 7 The provisions of this article do not affect the employee's right to submit a dispute with the employer to the court.

# Chapter 2 Recruitment, selection and (commencement of) employment

#### Article 2.1 Recruitment and selection

- 1 Recruitment and selection are conducted in accordance with the Recruitment Code of the Dutch Association for Personnel Management and Organisation Development (NVP Recruitment Code).
- 2 The employer may, with the consent of the works council, establish its own recruitment and selection code. This recruitment and selection code must, at a minimum, incorporate the rights of applicants as specified in the NVP Recruitment Code referred to in paragraph 1.
- 3 Applicants are entitled to reimbursement of travel expenses incurred, as well as other reasonably incurred expenses.

#### Article 2.2 Medical examination

The employer establishes rules regarding medical examinations and re-examinations upon entering into the employment contract, as well as the costs associated with such examinations, in compliance with the Medical Examinations Act.

#### Article 2.3 Conditions of employment contract

1 The employer may only enter into an employment contract with a foreign national, as defined in the Aliens Act, if the individual holds a work permit unless exempt from this requirement under Articles 3 or 4 of the Foreign Nationals (Employment) Act.

2 If the work permit and/or residence permit is not granted or is revoked, the employment contract with the foreign national, as defined in the Aliens Act, is simultaneously terminated.

#### Article 2.4 Nature of employment contract

The employment contract may be concluded for a fixed term or an indefinite term.

# Article 2.5 Fixed-term employment contract

- 1 A fixed-term employment contract is concluded for a specific period, for the duration of specific work or for the duration of a specific project.
- 2 The notification rule for the renewal or non-renewal of the fixed-term employment contract aligns with the statutory notification requirement in Article 7:668 of the Dutch Civil Code.

#### Article 2.5.1 Probationary period

For employment contracts concluded for an indefinite term or a fixed term exceeding six months, a probationary period may be agreed upon with the employee, subject to the maximum duration permitted by law.

# Article 2.5.2 Fixed period

- 1 A series of fixed-term employment contracts is subject to Article 7:668a of the Dutch Civil Code, the statutory chain regulation, which governs when a series of fixed-term contracts automatically becomes an indefinite-term contract.
- 2 Under the statutory chain regulation, as of 1 January 2020, an indefinite-term employment contract automatically arises if:
  - a. A series of fixed-term contracts exceeds 36 months (Article 7:668a(1)(a) of the Dutch Civil Code); or
- b. A fourth fixed-term employment contract is entered into within a series (Article 7:668a(1)(b) of the Dutch Civil Code). In this context, a series of fixedterm contracts ends if there is a break of more than six months between two fixed-term contracts. After such a break, the duration and number of contracts in the series are reset. The statutory chain regulation also includes provisions regarding successive employers (Article 7:668a(2) of the Dutch Civil Code) and a more flexible chain regulation for fixed-term contracts with employees who have reached the state pension age (Article 7:668a(12) of the Dutch Civil Code).

# Article 2.5.2.2 Zero-hours employment contract

- 1 A zero-hours employment contract, being a fixed-term employment contract for|on-call work with the minimum number of working hours set at zero, may only be concluded for:
  - a) Addressing unforeseen and unplanned activities, or
  - b) Addressing unforeseen and unplanned staff absences that cannot be covered by employees with a fixed-term or indefinite-term employment contract with an agreed number of working hours per year, or that can only be accommodated by disproportionately affecting planned work schedules, or
  - c) The roles of student assistant, guest lecturer and simulation patients. For the purposes of this chapter of the General Terms and Conditions of Employment, a student assistant is defined as a student employed under an employment contract to perform supportive educational tasks and/or assist with research or care.
- 2 The employee receives their monthly wages for the hours actually worked.
- 3 The employee with a zero-hours employment contract is obliged to respond to a call to perform work, subject to the provisions of paragraphs 4 and 5.
- 4 The employer and the employee with a zero-hours employment contract must

agree on the extent of the employee's availability and the days and times they are available to work.

- 5 The employee must be notified at least 24 hours prior to the commencement of their work.
- 6 During illness or incapacity for work, the employee is entitled to receive wages as referred to in Article 8.5, calculated based on the average wages earned during the twelve calendar months preceding the first day of illness. If the employee has been employed for less than twelve months, the calculation is based on the period of employment.
- 7 The employee's holiday entitlement, as referred to in Article 7.1.1, is determined based on the actual hours worked.
- 8 A zero-hours employment contract that existed on or after 31 December 2015 and does not meet the criteria of paragraph 1 remains valid. However, at the request of the employee, such a contract must be converted into an employment contract with a fixed number of annual working hours and an average number of weekly working hours under the following conditions. The employee has worked for the employer for six calendar months within the twelve-month period preceding the request. The fixed number of annual working hours is equal to the total number of hours worked by the employee for the employer during the specified twelve-month period. The employer will grant the employee's request to convert the zero-hours employment contract into a contract with a fixed number of annual working hours unless a compelling business-economic interest opposes it. The employer may assign the employee to a flexible pool to implement the employment contract with a fixed number of annual working hours.
- 9 The employer will consult with the works council at least once a year regarding the use of zero-hours employment contracts. Both the employer and the works council agree that zero-hours employment contracts must not displace established structural positions.

# Article 2.5.3 Specific work

- 1 The employer may enter into a fixed-term employment contract with the employee for the performance of specific work.
- 2 The first employment contract for specific work may not exceed a duration of five years.
- 3 An extension is permitted only once and for a maximum of three months.

# Article 2.5.4 Project

- 1 The employer may enter into a fixed-term employment contract with the employee for the duration of a specific project.
- 2 The first employment contract for a project may not exceed a duration of

#### five years.

3. An extension is permitted only once and for a maximum of three months.

# Article 2.5.5 Chain of successive fixed-term employment contracts for a fixed period, specific work and projects

- 1 A fixed-term employment contract terminates automatically when the agreed duration of the employment contract has elapsed.
- 2 From the day the total duration of a chain of employment contracts for specific work or projects exceeds the maximum duration permitted under the chain regulation (Article 7: 668a of the Dutch Civil Code), the last employment contract in the chain will be deemed to have been entered into for an indefinite term. However, following the expiry of one fixed-term employment contract lasting five years, an additional temporary employment contract for a maximum duration of three months may be concluded without converting it into an indefinite-term employment contract.
- 3 A chain of temporary employment contracts is interrupted if there is a break of more than six months between two fixed-term contracts. If the chain is interrupted, the count for the maximum number of temporary contracts and the maximum duration of the chain restarts.
- 4 Intervals of no more than six months within a chain of temporary employment contracts count toward determining whether the chain has exceeded the maximum duration.
- 5 If a chain of fixed-term employment contracts includes both one or more contracts for a fixed period and one or more contracts for specific work, the rules applicable to the chain of employment contracts for specific work under this article will apply to the entire chain.
- 6 Deviating from paragraphs 2 and 3 of this article, the following applies to a chain of successive fixed-term employment contracts entered into with an employee who has reached the state pension age: Deviating from paragraph 2, from the day a chain of fixed-term employment contracts consists of more than six fixed-term contracts, the seventh contract is deemed to have been entered into for an indefinite term. Deviating from paragraph 3, from the day the total duration of a chain of fixed-term employment contracts exceeds 48 months, the last contract is deemed to have been entered into for an indefinite term. Only employment contracts concluded after reaching the state pension age are considered when determining whether the period or the number of contracts referred to in this paragraph has been exceeded.
- 7 The provisions of this article apply equally to successive employment contracts with different employers if those employers can reasonably be regarded as each other's successors concerning the work performed.

#### Article 2.5.6 Extension of fixed-term employment contract

- 1 If the employee continues to perform their duties with the employer's apparent consent after the expiry of the agreed term of the fixed-term employment contract, the contract will be deemed to have been renewed for the same duration, but no longer than one year, under the same conditions.
- 2 The successive employment contract referred to in paragraph 1 is included in the calculation of the number of temporary employment contracts and the total duration of the chain of temporary employment contracts, as referred to in Article 2.4.5.

#### Article 2.5.7 Holiday worker

- 1 The employment contract for a holiday worker is concluded for a fixed term, as defined in Article 1.1.
- 2 The holiday worker will receive at least a salary equal to the statutory minimum wage applicable to their age.
- 3 All other rights and obligations concerning holiday workers are governed by the relevant legislation and regulations issued by the Ministry of Social Affairs and the Dutch Civil Code, which must be observed as minimum standards.

#### Article 2.6 Written record of employment

- 1 The employee will, where possible, be provided with an employment contract and a copy of the General Terms and Conditions of Employment before commencing work.
- 2 The employment contract will include at least the following elements:
  - a. Surname, first name(s) and date of birth of the employee;
  - b. Start date of employment;
  - d. The type of employment contract (fixed-term or indefinite-term);
  - e. For fixed-term contracts: the applicable article/legal basis and duration;
  - f. The employee's job title;
  - g. The applicable salary scale for the position;
  - h. The assigned salary number within the applicable salary scale;
  - i. The agreed working hours for the employment contract;
  - j. The employee's salary;
  - k. A statement that the General Terms and Conditions of Employment form an integral part of the employment contract.

# Chapter 3 Development, Career, Quality and Welfare

### Article 3.1 Training and development

- 1 The employer maintains a strategic training plan. Based on this plan, the employer establishes an annual training plan, subject to the consent of the works council.
- 2 It is the shared responsibility of the employee and the employer to ensure that the employee keeps up to date through training and development. Every employee has both the right and the obligation to participate in training activities to enhance their expertise and internal flexibility, as well as to improve their employability in the labour market.
- <sup>3</sup> The employee has the right and obligation to undertake training and development necessary to perform their role adequately (job-specific training). training also includes development activities, such as attending conferences. The employee is responsible for maintaining their professional competence and qualifications.
- 4 The employee has the right to pursue training and education for roles other than their current position, provided this aligns with their career prospects and is subject to prior agreement (employability-oriented training).
- 5 The employer provides support to the employee as described in the preceding paragraphs, insofar as this can reasonably be expected.
- 6 The employer and the employee work together to ensure that the employee develops

a multi-year personal development plan (POP). In the POP, the training needs are specified in a personal training plan, which outlines the method and plan When agreements regarding training and development are made as part of the POP, the employer provides the necessary time and resources. Such agreements on training and development can be made within or outside the framework of the annual appraisal.

- 7 The employer approves the implementation of the personal training plan or provides a reasoned explanation if the training needs cannot be met. In the latter case, the manager and employee engage in dialogue to find a suitable solution. If the employee disagrees with the rejection or proposed solution, they may file an internal objection under Article 1.12 of these General Terms and Conditions of Employment.
- 8 The employer may decide to facilitate training and education for the employee

in the context of redundancy as outlined in Article 11.8 (reorganisation dismissal) or in the context of reintegration as described in Article 8.3 (employer's reintegration obligations).

- 9 Job-specific training, employer-mandated training and training as described in paragraph 8 are fully reimbursed by the employer. The time spent attending this trainings is considered working time. For e-learning modules, the time allocated corresponds to theaverage time required to complete the module, as determined in advance.
- 10 Employability-oriented training is funded 50% by the employee, unless otherwise agreed. This applies to both costs and time commitments, insofar as they are reasonably attributable to the training.
- 11 Paragraphs 4, 8 and 10 do not apply to employees who have reached the state pensionage.

### Article 3.1.1 Costs

For the purposes of Articles 3.1 to 3.1.4, the term 'costs' includes:

- a. Tuition, course or school fees, including registration and excursion costs;
- b. Travel expenses if the training or education is conducted outside the place of residence or work location, based on the lowest class of public transport;
- c. Examination fees;
- d. Costs for prescribed books and study materials;
- e. Accommodation expenses, in accordance with Article 5.1.4.

# Article 3.1.2 Reimbursement of training costs

- 1 Only for employability-oriented training as described in Article 3.1, paragraph 4, the employee is obligated to repay the training and education costs reimbursed by the employer if:
  - a. The employment contract is terminated before the training is successfully completed;
  - b. The training is not successfully completed due to circumstances deemed the employee's fault by the employer;
  - c. The employment contract is terminated at the initiative of the employee or employer within two years of the training's successful completion;
  - d. The repayment terms are outlined in a written agreement between the employer and employee.
- 2 The repayment obligation referred to in paragraph 1 is limited as follows:
- a. In cases described in paragraph 1, subparagraphs (a) and (b), to the amount paid for the two years preceding the relevant event;
- b. In the case described in paragraph 1, subparagraph (c), by reducing the repayment amount by 1/24th for each month of the two-year period following the successful completion of the training that has elapsed.

- 3 The repayment obligation described in paragraph 1 in cases referred to under (a) and (c) does not apply if:
  - a. The termination of employment occurs with entitlement to immediate pension benefits, unemployment benefits or incapacity benefits;
  - b. The termination is followed by a new employment contract with Research BV, a UMC or a medical faculty.

# Article 3.1.3 Repayment obligation

- 1 Only for employability-oriented training as described in Article 3.1, paragraph 4, the employee is obligated to repay the training and education costs reimbursed by the employer if:
  - a. The employment contract is terminated before the training is successfully completed;
  - b. The training is not successfully completed due to circumstances deemed the employee's fault by the employer;
  - c. The employment contract is terminated at the initiative of the employee or employer within two years of the training's successful completion;
  - d. The repayment terms are outlined in a written agreement between the employer and employee.
- 2 The repayment obligation referred to in paragraph 1 is limited as follows:
  - a. In cases described in paragraph 1, subparagraphs (a) and (b), to the amount paid for the two years preceding the relevant event;
  - b. In the case described in paragraph 1, subparagraph (c), by reducing the repayment amount by 1/24th for each month of the two-year period following the successful completion of the training that has elapsed.
- 3 The repayment obligation described in paragraph 1 in cases referred to under (a) and (c) does not apply if:
  - a. The termination of employment occurs with entitlement to immediate pension benefits, unemployment benefits or incapacity benefits;
  - b. The termination is followed by a new employment contract with Research BV, a UMC or a medical faculty.

# Article 3.1.4 Hardship clause

In exceptional cases of evident unfairness, the employer will deviate from Articles 3.1 to 3.1.3.

# Article 3.1.5 (Quality) registers and professional associations

- 1 If registration in a (quality) register is required to practise a profession, the employer reimburses the following costs for the employee practising that profession in the course of their role for the employer:
  - Costs of registration and re-registration in the (quality) register;

- Costs of participation in professional development activities prescribed by the (quality) register regulations, including continuing education;
- Membership fees for the professional association maintaining the (quality) register.
- 2 The employer also reimburses the costs referred to in paragraph 1 for a (quality) register that is not mandatory for the profession if:
  - The (quality) register is listed in Appendix K, or
  - The employer requests that the employee register in the (quality) register.
- 3 Professional development activities required by the (quality) register regulations are subject to Article 3.1, paragraphs 3 and 9. The reimbursed costs are governed by Article 3.1.1. The employee consults their manager on the specific implementation of the professional development required by the (quality) register. The relevance of professional development activities offered by UMC training institutions is critically assessed.
- 4 The employer reimburses membership fees for the professional associations listed in Appendix K, provided the employee practises the profession for which the association exists as part of their role.

# Article 3.2 Professional autonomy

- 1 The employer recognises the importance of increasing the professional autonomy of nurses, care providers and other professionals in matters of professional content and development. Nurses and care providers are actively supported and involved in this process.
- 2 The employer provides professionals with the necessary time and resources to work on improving care processes, interdepartmental discussions, quality of care, reflection, education, development, research, teaching and professional accountability, etc.
- 3 The employer ensures the availability of financial resources, physical space, time, support, education and development opportunities, enabling professionals to influence policies affecting their daily professional practice. One key focus here is on reducing administrative burdens.

# Article 3.3 Additional personal budget

Employees born before 1958 who have not yet reached the state pension age are entitled to an additional personal budget. This budget belongs to the employee and is intended to encourage their development, with the aim of sustainable employability.

# Article 3.3.1 Amount

1 The additional personal budget is accrued monthlybased on the employee's salary for that month.

- 2 Budget accrual commenced on 1 January 2008 and amounts, for employees born in 1957: to 2.9% of their salary.
- 3 During the second year of illness, accrual of the additional personal budget is based on 70% of the salary for the portion of time the employee is ill. For the portion of time the employee is not ill, 100% of the budget is accrued.
- 4 During parental or caregiving leave, accrual of the additional personal budget is based on the reduced salary.

#### Article 3.3.2 Utilisation

- 1 The purpose of utilising the additional personal budget is to promote sustainable employability. From 1 January 2009, employees may use the additional budget for development and/or training leave:
  - a. The right to reduce the annual working hours standard while maintaining the same salary;
  - b. The right to allocate the budget for development and/or training leave.
- 2 The employer imposes as few restrictions as possible regarding the utilisation of the additional personal budget. Wherever possible, this will be done in a tax-free manner.
- 3 The time required for development financed through the additional personal budget is the responsibility of the employee. However, training leave may also be funded from the additional personal budget.
- 4 Decisions regarding the utilisation of the additional personal budget and the timing of its use are discussed between the employee and their direct manager during the annual appraisal. The employee submits a reasoned proposal for the use of their personal budget, specifying how it will enhance their sustainable employability and aligning it with their personal needs.
- 5 The application for and agreements concerning the use of the additional personal budget are documented in writing

#### Article 3.3.3 Termination of employment

- 1 The employer provides the employee leaving their role with the opportunity to utilise their additional personal budget before the end of the employment contract.
- 2 An employee who, after leaving their position, enters into employment with a UMC may transfer their additional personal budget, provided the period between the employment contract with Research BV they are leaving and the subsequent employment contract with the UMC does not exceed three months.
- 3 Upon the death of the employee, any unused balance of the additional personal budget expires.

#### Article 3.3.4 Cap on additional personal budget accrual

- 1 From 1 January 2012, the maximum amount of additional personal budget that can be accrued is set at 24 times 1.3% of the monthly salary as of 1 January of the current year for full-time employment. The total balance of the additional personal budget, as defined in Article 3.3.1, paragraph 2, is capped at 200% of the annually accrued additional personal budget, calculated based on the salary for a full-time employment contract for the current year.
- 2 If the cap specified in paragraph 1 is exceeded, no further accrual of the additional personal budget takes place.

#### Article 3.5 Career advice

Research BV aims to improve the quality of the annual appraisal, particularly the ability to make agreements on personal development and career perspectives. This is achieved through additional training for managers and effective communication to employees, ensuring they understand which agenda items they can raise and how agreements on this can or cannot be formalised. Employees are entitled to career advice once every five years, provided by an internal expert designated by the employer. If it is decided to engage an external expert, this is done in consultation with the employee. The right to career advice does not apply to employees who have reached the state pension age.

#### Article 3.6 Career development

Research BV strives to enhance the quality of the annual appraisal, specifically the opportunity to make agreements regarding personal development and career perspectives. This is accomplished through additional training for managers and clear communication to employees, enabling them to understand which agenda items they can raise and how agreements can or cannot be formalised. The employer may establish rules regarding career development in general and related special arrangements to determine the salary scale applicable to the employee.

#### Article 3.6.1 Annual appraisal

- 1 The employee and their direct manager conduct an annual appraisal to discuss the content and development of the employment relationship. By mutual agreement, another official may participate in the discussion, either entirely or partially.
- 2 The purpose of the annual appraisal is to evaluate the previous year and make agreements for the coming year.
- 3 The employer may establish additional rules regarding the conduct of annual appraisals.

#### Article 3.6.1.1 Topics

- 1 At a minimum, the following topics are addressed during the annual appraisal: a. The employee's work results and performance in the previous year and
- expectations for the coming year;
- b. The employee's personal development, as well as their training and development needs. The manner and timeframe for training and development are documented in the multi-year personal development plan (POP) referred to in Article 3.1.6;
- c. How the role is performed, particularly regarding skills, initiative, communication, results-oriented work, attitude, education and career perspectives. This includes the employee's proposal for the use of the additional personal budget referred to in Article 3.3.2, paragraph 6. The outcome of the career advice referred to in Article 3.5 may also be considered;
- d. Working hours, requests to exercise the right to work part-time and the employee's work schedule;
- e. The employee's remuneration in relation to their work effort and results;
- f. Working conditions and the work environment;
- g. Support provided by and the performance of the manager;
- h. Secondary activities requiring permission under Article 9.3.
- 2 Both the employee and the manager may raise additional discussion points.

# Article 3.6.1.2 Legal status

Decisions regarding the legal status of the employee may only be made during the annual appraisal with mutual agreement. No unilateral decisions with negative consequences for the employee's legal status may be made. Applicable procedures must be followed for such decisions.

# Article 3.6.1.3 Reporting and planning

- Discussion points from the annual appraisal, as well as the concrete agreements made and any decisions by the manager, are documented in writing. This can take the form of a report or a standardised form. The employee and manager initial the report to indicate agreement or, in the absence of agreement, acknowledgement.
- 2 If personal development agreements are made during the annual appraisal, a plan for their implementation is also developed. The interests of the service must be taken into account as a relevant factor during planning. If changed circumstances give reason to do so, the planning can be adjusted.
- 3 If a specific training activity is agreed upon between the employee and the manager, the activity must be implemented as soon as possible and no later than within three years.
- 4 If career perspectives are discussed during the annual appraisal, the manager

informs the employee of the support options available, such as the right to periodic career advice sessions with an (internal) expert as described in Article 3.XX.

#### Article 3.6.2 Assessment

The employer may establish rules regarding assessments. An assessment policy must include at least the following:

- a. The timing and period covered by an assessment;
- b. The aspects and criteria of the assessment;
- c. The method of conducting an assessment;
- d. The status and consequences of an assessment;
- e. An objection procedure;
- f. The relationship between assessments and annual appraisals.

# Article 3.7 Alternative roles

- 1 The employer may assign the employee to a different role at the employee's request.
- 2 If required by the needs of the service, the employee is obligated to accept a different role, whether or not in the same service or department, and whether or not at the same work location, provided the role is reasonably suitable for the employee's personality, circumstances and prospects.

# Article 3.8 Temporary alternative work

The employer may require the employee to perform temporary alternative duties, provided such duties can reasonably be assigned to them. However, the employer cannot require the employee to perform duties in place of striking workers, unless the continuity of health care and/or safety necessitates immediate action.

# Chapter 4 Remuneration

# Article 4.1 Payment of salary

- 1 The employer pays the employee's salary on a monthly basis.
- 2 The salary is an amount per month, as specified in one of the salary scales listed in Appendices A, B, C and D of these General Terms and Conditions of Employment.
- 3. If the salary is less than the monthly amount of the statutory minimum wage for employees of the same age, the employer will pay the employee the statutory minimum wage instead of the amount specified in paragraph 2 or grant an allowance equal to the difference.
- 4. From 1 January 2022, UMCs apply a minimum wage of €14 gross per hour for the salary scales in Appendices A, Aa, B and C. This is reflected in the salary scales in the appendices. For Appendix D, Clinical Period Scale A and B, a minimum wage of at least €14 gross per hour applies to students aged 21 and older.
- 5 For employees employed for part of the year, the employer pays the salary monthly, based on the average annual working hours, which is the total working hours for that year divided by the number of months the employee is employed in that year.
- 6 Upon termination of employment, the employer adjusts any overpaid or underpaid salary amounts.

# Article 4.1.1 Collective salary increases

1 The salary amounts in the salary scales will be structurally increased as follows:From 1 May 2024: by 4% up to the maximum of scale 11 for a full-time work schedule (maximum €246 gross per month).- From 1 July 2025: by 3% up to the maximum of scale 11 for a full-time work schedule (maximum €192 gross per month).

If the consumer price index (CPI) derived for 2025, as forecast by the CPB (Netherlands Bureau for Economic Policy Analysis) with a reference date of Budget Day 2024, exceeds 3.5%, the parties will consult each other. The salary scales for students and trainee research assistants listed in Appendix D will follow the same remuneration agreements and will be structurally increased by 4% on 1 May 2024 and by 3% on 1 July 2025. These collective salary increases are reflected in Appendices A, Aa, B, C and D. Salary amounts are rounded to whole euros.

# Article 4.2 Job grading

- 1 The employer grades the employee's assigned role using the FUWAVAZ job grading system.
- 2 FUWAVAZ does not apply to employees in roles specified in Chapters 13, 14, 15, 16 and 17, other doctor roles or student roles. Specific salary scales apply to doctors, students and trainee research assistants, and where no specific scale exists, the employer determines the salary scale within the remuneration framework of Research BV.
- 3 Job grading is conducted based on job descriptions. A job description is a description of the role's content that allows the corresponding salary scale to be determined using FUWAVAZ.
- 4 If a role consists of a combination of tasks with different gradings from two job families, the higher salary scale applies only if the employee fully performs all tasks of the higher-graded role for at least half of their working hours.
- 5 The employer may decide to classify a role using a FUWAVAZ benchmark job if the employee's assigned duties are sufficiently described by it. In such cases, the salary scale corresponding to the benchmark job applies.
- 6 FUWAVAZ is also not applicable to employees listed in the Target Group Register of the Occupational Disability (Employment Targets and Quotas) Act. For them, as of 1 January 2019, a separate salary scale applies, starting at the minimum wage and increasing in eight equal increments to a maximum of 120% of the minimum wage, as specified in Appendix A (Salary Scale for the Occupational Disability (Employment Targets and Quotas) Act). The minimum wage refers to the statutory minimum wage for individuals aged 21 and older.

If an employee listed in the Target Group Register of the Occupational Disability (Employment Targets and Quotas) Act performs a benchmark or organisational role fully in nature and scope, they will be classified in the salary scale corresponding to that role.

#### Article 4.2.1 Objections procedure

- 1 If the employee disagrees with the grading of their role, they may file an objection. In such cases, Article 1.10 applies, supplemented by the rules in this article.
- 2 The employer consults an advisory committee for handling job grading objections. This committee must include at least two members with expertise in job grading.
- 3 Before issuing an opinion on the role grading, the advisory committee submits its draft advice to a national job grading expert designated by the NFU (Netherlands Federation of University Medical Centres). The expert assesses whether the draft advice is based on a correct application of FUWAVAZ and provides feedback to the local advisory committee within four weeks, with a possible extension of two weeks.

4 The local advisory committee incorporates the findings of the national job grading expert into its advice.

# Article 4.3 Placement on the salary scale and salary guarantee scheme

- 1 The employer determines the employee's salary scale based on the job grading outcome for their role, as well as any special arrangements relevant to determining the applicable salary scale. No entry-level scales are used.
- 2 Upon hiring, the employer assigns the employee the salary listed at salary number 0 in their applicable salary scale.
- 3 The employer may decide, with justification, that the employee cannot yet fully perform the assigned role because they do not meet all the job requirements. In such cases, the employee may be classified one scale lower. A training programme is also agreed upon. If the employer exercises this option, it must inform the employee in advance of the criteria and timing for evaluating whether the role can be fully assigned to them.
- 4 The employer may deviate from paragraph 2 by assigning a higher salary.
- 5 If the employee transitions to a new role with a lower maximum salary than their current scale, they retain their current salary. If this salary exceeds the maximum of the new salary scale, they receive an allowance for the difference. If the employee had not yet reached the maximum of their old scale, the allowance is adjusted to maintain the progression of the old scale as per the usual system in Article 4.3.1, paragraph 4. General salary increases also apply to this allowance.
- 6 Paragraph 5 does not apply in the following situations:
  - a. If the employer has informed the employee in writing that their role is temporary and the salary scale applicable to them will only apply temporarily;
  - b. If the employee is reassigned to a lower-paid role due to incapacity to perform their duties as a result of illness;
  - c. If a lower classification is imposed as a disciplinary measure involving reassignment, as described in Article 11.2, paragraph 1, subparagraph (c) of these General Terms and Conditions of Employment;
  - d. If the employee voluntarily accepts a lower-classified role (not related to reassignment due to organisational changes or reorganisation);
  - e. If the employee accepts a lower-classified role because they are deemed unsuitable for their current role, as evidenced in writing by the employer, and an improvement programme has not yielded results.
- 7 If, within the 10 years immediately preceding the retirement age specified in the applicable pension regulations, the employee voluntarily chooses demotion to a lower-paid role (not involving a reduction in working hours), the employer ensures that pension accrues as if the employee's previous salary had been maintained. The contributions are divided proportionally between the employer

and employee as usual. This provision is available as long as the pension regulations allow it.

#### Article 4.3.1 Salary increase

- 1 The employer increases the employee's salary to the next higher amount in the scale if the employee performs their role satisfactorily, as determined by the employer.
- 2 The employer may increase the salary to a higher amount in the scale if the employee performs their role very well or excellently, as determined by the employer.
- 3 If the employee's performance is deemed unsatisfactory by the employer, no salary increase is granted.
- 4 As long as the employee has not yet reached the maximum salary of their applicable salary scale, the employer grants the salary increase mentioned in paragraphs 1 or 2 one year after the employee's start date and subsequently at one-year intervals.
- 5 The employer may deviate from paragraph 4 by granting a salary increase earlier.

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

- 1 The employee is entitled to an end-of-year bonus of 8.3% of their applicable salary base. Payment is made with the December salary. Employees leaving employment before 1 December are also entitled to the end-of-year bonus, which is paid no later than the first month following their departure.
- 2 The end-of-year bonus is calculated on the total salaries, including the allowances mentioned in Article 4.3, received by the employee between 1 January and 31 December of the current calendar year.
- 3 The end-of-year bonus is calculated at a minimum based on the salary listed under salary number 10 of salary scale 7 in Appendix A.

#### Article 4.5 Holiday allowance

- 1 The employee is entitled to a holiday allowance amounting to 8% of their salary.
- 2 The holiday allowance is at least the amount specified in Appendix E per month.
- 3 If the employee receives only part of their salary under Article 8.5 (salary continuation), the holiday allowance is calculated as if they had received 100% of their salary.

#### Article 4.5.1 Payment of holiday allowance

- 1 The holiday allowance is paid once a year for the twelve-month period beginning in June of the preceding calendar year.
- 2 Upon the employee's departure, payment is made for the period from the end of the last paid allowance period to the date of termination.

#### Article 4.6 Long-service anniversary

- 1 Upon reaching their 25th, 40th and 50th work anniversaries, the employee is entitled to a bonus amounting to 50%, 100% and 100% of theirsalary, respectively, in the month of the anniversary. This is increased by theholiday allowance percentage and the amount is rounded up to the nearest €2.
- 2 For determining long-service anniversaries, only the years of service with Research BV are considered.

#### Article 4.7 Allowances and bonuses

- 1 The employer may grant the employee an allowance or bonus. Any monetary allowance or bonus is paid with the monthly salary unless the employer decides otherwise due to special circumstances.
- 2 The employer withdraws an allowance if the reasons for granting it no longer exist, unless the employer deems there to be circumstances warranting full or partial continuation of the allowance.

#### Article 4.7.1 Performance bonus

- 1 The employer may grant a performance bonus to an employee who has reached the maximum salary of their applicable scale if the employer deems the employee's performance to be very good or excellent.
- 2 The performance bonus is granted for a period of one year. If special circumstances justify it, the employer may decide to grant the bonus for a longer period.
- 3 The performance bonus amounts to a maximum of 10% of the employee's applicable salary.

#### Article 4.7.2 Temporary responsibility allowance

- 1 If an employee temporarily acts in a position classified in a higher scale than their own, their current salary scale remains applicable. The employer may grant an allowance for the duration of the acting role.
- 2 'Acting' or 'temporary responsibility' is defined as the temporary performance, at the employer's request, of a role other than the employee's own.

#### Article 4.7.2.1 Granting of a temporary responsibility allowance

- 1 The employee is entitled to a temporary responsibility allowance if they act in a higher-graded role for at least 30 calendar days.
- 2 If acting as a substitute is part of the employee's own role, they are only entitled to a temporary responsibility allowance if they fully assume the responsibilities of the higher-graded role.
- 3 The temporary responsibility allowance covers the entire period of temporary responsibility.

#### Article 4.7.2.2 Full substitution

- 1 For full substitution, the temporary responsibility allowance amounts to 5% of the arithmetic mean of the lowest and highest salary points of the scale in which the acting role is classified. These calculated amounts are listed in Appendix F of these General Terms and Conditions of Employment.
- 2 Full substitution means that the employee, instead of performing their own role, performs the entire set of duties of the acting role, including assuming the associated responsibilities.

#### Article 4.7.2.3 Partial substitution

For partial substitution, the temporary responsibility allowance is either 50% or 75% of the amount that would have been granted for full substitution.

#### Article 4.7.3 Irregular working hours allowance

- 1 Employees classified in one of scales 1 to 11 in Appendix A or a salary scale in Appendix D of these General Terms and Conditions of Employment are entitled to an irregular working hours allowance for regularly or semi-regularly performing work outside normal hours, not as overtime. Normal hours are defined as Monday to Friday between 7:00 am and 8:00 pm and Saturday between 8:00 am and 12:00 pm.
- 2 The irregular working hours allowance continues to be paid during holidays. The employer calculates an average amount based on the allowances granted during the twelve calendar months preceding the holiday month. If the employee has not been employed for twelve calendar months, the average is calculated over the preceding months of employment up to the holiday month.
- 3 Employees in scale 11 of Appendix A of these General Terms and Conditions of Employment are entitled to the irregular working hours allowance from 1 January 2022, as described in paragraph 1.

#### Article 4.7.3.1 Calculation of allowance

- 1 The irregular working hours allowance is calculated as a percentage of the employee's applicable hourly salary:
  - a. 47% for hours worked Monday to Friday between 12:00 am and 7:00 am and after 8:00 pm, as well as for hours worked Saturday between 12:00 am and 8:00 am and after 12:00 pm;
  - b. 72% for hours worked on Sundays and public holidays, as defined in Article 6.1, paragraph 3 (working hours).
- 2 From 1 January 2023, the allowance is calculated based on a maximum hourly salary derived from salary scale 10, salary number 12 (Appendix A).

#### Article 4.7.3.2 Sliding allowance

- 1 An employee whose salary is permanently reduced due to the termination or reduction of an irregular working hours allowance, through no fault of their own, is entitled to a sliding allowance.
- 2 The sliding allowance is only granted if:
  - a. The reduction is at least 3% of the total salary and any performance bonus; and
  - b. The employee has received the irregular working hours allowance for at least two uninterrupted years, with no breaks longer than two months, at the time of its termination or reduction.
- 3 The basis for calculating the sliding allowance is the average monthly amount of the irregular working hours allowance received during the twelve months preceding the permanent salary reduction, minus any amounts subsequently received as irregular working hours allowance, allowance under Article 4.7.3.5 and salary increases other than general salary increases.
- 4 The duration of the sliding allowance is equal to one quarter of the period during which the irregular working hours allowance was received, up to a maximum of three years.
- 5 The duration of the sliding allowance, as determined in paragraph 4, is divided into three equal periods. The sliding allowance is paid at 75%, 50% and 25% of the calculation basis during these successive periods.
- 6 Employees who enter into a new employment contract on or after 1 January 2019, after reaching the state pension age, are not entitled to the sliding allowance described in paragraph 1.

#### Article 4.7.3.3 Sliding allowance for employees aged 57 and over

- 1 An employee aged 57 or older who, at their own request, ceases or reduces evening and/or night shifts is entitled to a sliding allowance starting from the month in which these shifts are no longer or less frequently performed, provided they have received the allowance for evening and/or night shifts for at least five years without a break of longer than two months.
- 2 The calculation basis for the sliding allowance is the amount the employee received on average per month as an irregular working hours allowance over the twelve months prior to the date on which the permanent reduction in their salary takes effect due to the cessation or reduction of evening and/or night shifts. This amount is reduced by the actual irregular working hours allowances received after (partially) ceasing evening and/or night shifts, any allowances under Article 4.7.3.5 and salary increases other than general salary increases.
- 3 The duration of the sliding allowance is equal to one quarter of the period during which the irregular working hours allowance was received, up to a maximum of three years.
- 4 The duration of the sliding allowance, as determined in paragraph 3, is divided

into three equal periods. The sliding allowance amounts to 37.5%, 25% and 12.5% of the calculation basis during these successive periods.

5 Employees who entered into a new employment contract on or after 1 January 2019, after reaching the state pension age, are not entitled to the sliding allowance described in paragraph 1

# Article 4.7.3.4 Permanent allowance for employees aged 60 and over

- 1 An employee aged 60 or over who ceases or reduces evening and/or night shifts is entitled to a permanent allowance, provided they have received the irregular working hours allowance for evening and/or night shifts, including any sliding allowance under Articles 4.7.3.2 and 4.7.3.3, for at least ten years without a break of longer than two months.
- 2 The calculation basis for the permanent allowance is the amount the employee received on average per month as an irregular working hours allowance over the twelve months prior to the date on which the permanent reduction in their salary takes effect due to the cessation or reduction of evening and/or night shifts. This amount is reduced by the actual irregular working hours allowances received after (partially) ceasing evening and/or night shifts.
- 3 Employees who entered into a new employment contract on or after 1 January 2019, after reaching the state pension age, are not entitled to the permanent allowance described in paragraph 1.

#### Article 4.7.4 On-call, standby and availability duty

- 1 On-call duty refers to a continuous period of up to 24 hours during which the employee, in addition to performing their regular work, is required to be reachable and, upon being called, to perform their duties as soon as possible.
- 2 Standby duty refers to a continuous period of up to 24 hours during which the employee, in addition to performing their regular work, is required to be present at the workplace and, upon being called, to perform their duties as soon as possible. Work that can be planned is scheduled to minimise the need for standby duties.
- 3 Availability duty refers to a period between two shifts or during a break when the employee is required to be reachable to address unforeseen circumstances and, upon being called, to perform their duties as soon as possible.
- 4 The allowance for on-call, standby and availability duties is not considered part of the salary as defined in Article 7.1, paragraph 1 (granting holiday).

# Article 4.7.4.1 Calculation of allowance

1 The employee is entitled to an allowance for performing on-call, standby or availability duties.

2 From 1 January 2024, the allowance consists of a fixed hourly rate for availability, regardless of the employee's salary scale:

	Monday until friday	Saturday, sunday, public holidays
Allowance for on-call service and consignment service	€ 5 gross per hour	€ 10 gross per hour
Allowance for on-call duty	€ 6,25 gross per hour	€ 12,50 gross per hour

3 For availability duty, the allowance is only granted to employees in salary scales up to scale 15

#### Article 4.7.4.2 Work performed during duties

- 1 The employee is entitled to compensation for the time worked during on-call, standby or availability duties. The employer, in consultation with the employee, determines whether this compensation is in the form of leave equal to the hours worked or monetary payment based on the employee's applicable hourly salary.
- 2 An employee whose position falls under one of the salary scales 1 to 11 in Appendix A or a salary scale in Appendices Aa, B, D or Da of these General Terms and Conditions of Employment, in addition to the compensation mentioned in the first paragraph, is entitled to the following remuneration for work performed per hour worked:
  - a. 47% of the hourly salary for hours worked Monday to Friday between 12:00 am and 7:00 am and after 8:00 pm, and on Saturdays between 12:00 am and 8:00 am and after 12:00 pm;
  - b. 72% of the hourly salary for hours worked on Sundays and public holidays, as defined in Article 6.1, paragraph 3 (working hours).
- 3 The allowance described in paragraph 2 is calculated based on a maximum hourly salary derived from salary scale 10, salary number 12 (Appendix A).
- 4 During on-call or availability duty, the time during which the employee is deemed to have performed work begins when they leave their residence after being called and ends when they return to their residence. This time is rounded up or down to the nearest half hour. A telephone consultation during on-call duty, where the employee does not need to leave their residence, is also considered as work performed. This time is also rounded up or down to the nearest half hour, with a minimum of half an hour.
- 5 During standby duty, any period in which the employee is called upon to perform work is rounded up to the nearest half hour.

#### Article 4.7.4.3 Travel expenses

The employee is entitled to reimbursement of travel expenses incurred as a result of performing on-call or availability duties, in accordance with the provisions in Chapter 5 regarding reimbursement of expenses for business travel.

#### Article 4.7.5 Allowances for other reasons

In exceptional cases, the employer may grant an allowance to an individual employee or a group of employees for reasons not specified in this chapter.

#### Article 4.7.6 Overtime

- 1 Overtime is defined as work assigned by the employer that is performed incidentally outside the employee's regular working hours.
- 2 Work performed less than half an hour before or after the employee's regular working hours is not considered overtime.

#### Article 4.7.6.1 Compensation for overtime

- 1 Employees in salary scales 1 to 10 of Appendix A or in the salary scales of Appendix D are entitled to compensation for overtime.
- 2 The employer will allow the employee to compensate for overtime within a period of thirteen weeks after it has occurred, based on time-for-time compensation for the additional hours worked.
- 3 If compensation in time off is not possible within 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, plus a monetary payment of 50% of the hourly salary for each additional hour worked.
- 4 Following consultation with the employee, the employer decides whether to grant the compensation specified in (a) or (b) of paragraph 3.
- 5 The compensation is granted, taken and, if applicable, paid out as far as possible in the month following the thirteen-week period referred to in paragraph 2.
- 6 If compelling service interests prevent the compensation referred to in paragraph 3, the employer may decide to compensate the overtime entirely in money. In this case, the compensation amounts to 150% of the employee's hourly salary for each additional hour worked.

#### Article 4.7.7 Changing facilities

1 Research BV ensures efficient changing facilities for employees required to wear work clothing and to change into such clothing within the building where their duties are performed prior to the commencement of work. The time required for changing is, during the term of these General Terms and Conditions of Employment and pending further outcomes of the study (as listed in the LOAZ (National University Hospitals Consultative Committee) agreements for the CLA UMC 2024 - 2025), not included in the agreed working hours or annual hours system (Articles 6.1 and/or 6.4 paragraph 1). The employee is not entitled to agreed wages (Article 4.3) for this time.

2 Working in work clothing, as referred to in paragraph 1, includes employees who are required to change into and out of clothing provided by Research BV before and after their shifts.

#### Article 4.7.7.1 Changing allowance

Employees in salary scales 1 to 10 of Appendix A of these General Terms and Conditions of Employment who are required to wear work clothing (as defined in Article 4.7.8) receive an allowance of €80 gross per month for changing time, based on full-time employment.

#### Article 4.8 Labour market allowance/loyalty bonus

The employer may grant a labour market allowance or loyalty bonus to the employee for reasons related to recruitment or retention.

#### Article 4.8.1 Labour market allowance

- 1 The labour market allowance amounts to a maximum of the difference between the employee's salary and the maximum salary of the next higher salary scale. In exceptional cases, the employer may deviate from this.
- 2 If the employer withdraws the labour market allowance after the employee has received it for at least five years, the employee is entitled to a sliding bonus over a one-year period, amounting to 100%, 75%, 50% and 25% of the original bonus over four quarters.

#### Article 4.8.2 Loyalty bonus

- 1 When granting a loyalty bonus, the employer determines the period during which the employee is expected to remain employed at Research BV to qualify for the bonus.
- 2 The loyalty bonus is paid at the end of the determined period.
- 3 The employer may partially pay out the loyalty bonus to an employee whose employment ends within the determined retention period for reasons deemed beyond the employee's control by the employer.

#### Article 4.9 Mobility incentive

1 Military leave does not apply due to the suspension of military conscription. If a foreign employee is required to fulfil their military conscription abroad, the provisions on military leave in Articles 4.11 and 7.2 of the General Terms and Conditions of Employment AMR 2005-2007 apply. 2 An employee granted leave under Article 7.2 (b) (automatic leave) for disaster response retains the salary associated with their position during this leave. The irregular working hours allowance and on-call/standby duty allowance are not considered part of the salary in this context.

#### Article 4.10 Performance bonus

The employer may grant a performance bonus to the employee for exceptional dedication, notably positive job performance, special achievements or other grounds.

#### Article 4.11 Military leave and disaster response

- 1 Military leave does not apply due to the suspension of military conscription. If a foreign employee is required to fulfil their military conscription abroad, the provisions on military leave in Articles 4.11 and 7.2 of the General Terms and Conditions of Employment AMR 2005-2007 apply.
- 2 An employee granted leave under Article 7.2 (b) (automatic leave) for disaster response retains the salary associated with their position during this leave. The irregular working hours allowance and on-call/standby duty allowance are not considered part of the salary in this context.

#### Article 4.12 Political leave

If the employee receives fixed remuneration from a position in a public-law body to which they are appointed or elected and if the employer grants them leave to attend meetings and sessions of that body or perform related duties (unless service interests prevent this), the employer deducts an amount from the employee's salary corresponding to the fixed remuneration the employee is deemed to receive for the time on leave. The deduction does not exceed the fixed remuneration received for the corresponding time in the position.

# Chapter 5 Allowances and reimbursements

#### Article 5.1 Business trips in the Netherlands

- 1 The reimbursement of travel and accommodation expenses within the Netherlands is based on the contractually agreed work location(s) as the starting and ending point of a business trip.
- 2 The employer may designate the employee's residence or another location as the starting and/or ending point of a business trip, provided that the agreed work location(s) is not visited during the trip.

#### Article 5.1.1 Public transport

- 1 The employer reimburses the public transport costs incurred by the employee in connection with the business trip.
- 2 An employee using rail transport during a business trip is entitled to travel first class.
- 3 If the employee uses their personal public transport subscription for a business trip, the travel expense reimbursement to which they are entitled is hypothetically calculated based on the price that would have been paid for the travel route without the subscription.

#### Article 5.1.2 Taxis

The employer reimburses taxi costs incurred by the employee in connection with a business trip if the employer deems such transport beneficial to business interests.

#### Article 5.1.3 Personal vehicle

- 1 If the employer considers that a business trip cannot be made or cannot effectively be made using public transport, the employer may grant permission for the use of the employee's personal motor vehicle. The employee will receive the maximum tax-free reimbursement of €0.28 per kilometre. An exchange between commuting kilometres using a personal vehicle and business travel kilometres is possible, allowing the unused tax allowance for commuting to be offset against the taxable portion of the reimbursement for business travel.
- 2 If a business trip can be effectively made by public transport and the employee independently opts to use their personal motor vehicle, the employer will reimburse €0.09 per kilometre.

#### Article 5.1.4 Accommodation expenses

1 The employer reimburses reasonable expenses incurred during a business trip

for meals, lodging and minor incidental expenses.

- 2 No reimbursement for accommodation expenses is provided for business trips: a. Lasting less than four hours, or
  - b. Within the municipality of the agreed work location(s).
- 3 For minor incidental expenses during a business trip, the employer reimburses €2.75 per day, unless paragraph 2 applies.

#### Article 5.1.5 Expense claims

- 1 The employer reimburses travel and accommodation expenses for business trips on a claim basis.
- 2 Claims for travel and accommodation expenses must be submitted in the manner prescribed by the employer, accompanied by the required proof of expenses.
- 3 The right to reimbursement expires if the employee does not submit the claim within three months of the month to which the claim relates.

#### Article 5.2 International business trips

Reimbursement of travel and accommodation expenses for business trips abroad is based on the regulations applicable to public sector personnel. The employer may deviate from these regulations for certain employees or groups of employees by reimbursing actual expenses based on submitted claims, provided these expenses are reasonable and justified.

#### Article 5.3 Commuting

The employer reimburses commuting expenses as follows:

- a. An employee who commutes to work by means other than public transport (e.g. by bicycle, walking or car) receives €0.18 per kilometre, capped at 40 kilometres per one-way trip. This cap does not apply to travel by bicycle or on foot;
- b. An employee with a commuting distance of 7 kilometres or more per one-way trip who uses public transport receives a 100% reimbursement of second-class public transport costs. For distances of less than 7 kilometres, subparagraph (a) applies;
- c. In accordance with tax regulations, the kilometre reimbursement for commuting is linked to the number of days the employee commutes to the workplace;
- d. The employer provides a bicycle scheme, allowing employees to purchase a bicycle in a tax-efficient manner.

Local regulations regarding the tax-exempt exchange of commuting expenses up to the maximum reimbursement amount remain applicable.

This article comes into effect on 1 October 2024, with the stipulation that employees may choose one mode of transport unless an alternative arrangement is implemented. From 1 January 2025, employees may select multiple modes of transport.

#### Article 5.4 Residential area

- 1 The employer may require the employee to live in or near the municipality designated as their work location or to which their work location belongs if the employer deems it necessary for the proper performance of their duties.
- 2 An employee subject to this requirement must comply as soon as possible, but no later than two years after the requirement is imposed.
- 3 The employer, with the consent of the works council, may establish additional rules regarding the residential area in which the employee is required to live.

#### Article 5.4.1 Relocation expenses

- 1 An employee required to relocate has the right to reimbursement of relocation expenses if the relocation complies with the relocation requirement.
- 2 If the employee is eligible for relocation reimbursement from another source, the employer will only reimburse additional expenses, on the understanding that Article 5.4.2, paragraph 4, applies to other costs directly arising from relocation.
- 3 The employee must repay any relocation reimbursement if their employment ends within two years of appointment or within one year of relocation due to their resignation or other reasons attributable to them.
- 4 The employee is only eligible for relocation reimbursement if they provide written acknowledgement of their obligation to repay as described in paragraph 3.
- 5 The employee is not eligible for relocation reimbursement if the relocation does not occur within two years of the imposition of the relocation requirement.

#### Article 5.4.2 Relocation expenses allowance

- 1 The relocation expenses allowance consists of:
  - a. An amount for the costs of transporting the employee's belongings and household items, including packing and unpacking fragile items (transport costs);
  - b. An amount for potential double housing expenses;
  - c. An amount for all other direct costs arising from the relocation (other costs).
- 2 The amount for transport costs may cover expenses incurred either by the employee or through a recognised moving company. In both cases, actual costs are reimbursed. The employer may establish specific rules for submitting claims.
- 3 The allowance for double housing expenses is capped at the rent of the employee's former residence for a maximum of two months.
- 4 The allowance for other costs is 10% of the calculation base if the employee relocates within one year of the relocation requirement being imposed, and 8% if the relocation occurs in the following year. The calculation base is twelve times the employee's monthly salary in the calculation month, plus the holiday allowance for that month. The allowance for other costs is capped at €5,445. If the relocation involves a household where both partners are subject to a

relocation requirement by the employer, the allowance for other costs, up to this maximum, is calculated based on the combined calculation base of both partners.

#### Article 5.4.3 Relocation from abroad

- 1 The relocation expenses allowance for an employee relocating from abroad includes, in addition to the amounts specified in Article 5.4.2, paragraph 1:
  - a. Reimbursement for the costs of transporting the employee and their household members to the new residence, including overnight accommodation if necessary;
  - b. Reimbursement for the costs of one or more trips made by the employee and their household members in the country of departure to fulfil travel-related formalities.
- 2 For relocations as described in paragraph 1, transport costs as referred to in Article 5.4.2, paragraph 1, subparagraph (a), also include:
  - a. Import taxes levied on the belongings and household items;
  - b. Insurance costs for belongings and household items against damage incurred during or in connection with the relocation;
  - c. Costs for packing belongings, (dis)assembling furniture and disposing of packing materials.

#### Article 5.4.4 Travel and guesthouse costs

- 1 An employee who has been subjected to a relocation obligation by the employer is entitled to reimbursement of daily travel expenses between their residence and the AMC for the period in which the relocation has not yet occurred, for up to two years from the date the relocation obligation was imposed. The reimbursement is equal to the cost of public transportation for the relevant route (for train travel: 2nd class), up to a maximum of €190 per month, minus a deduction of €35.
- 2 The employer provides, either free of charge or for a fee, temporary accommodation to an employee who, in the employer's judgement, cannot travel back and forth daily. Alternatively, the employer grants the employee reimbursement for the cost of staying in a guesthouse or similar accommodation up to a maximum of €182 per week. In special cases, the employer may provide reimbursement for travel expenses for family visits or visits to the employee's own home, up to once per week. This reimbursement equals the cost of public transportation for the relevant route (for train travel: 2nd class).
- 3 For an employee who has not been subjected to a relocation obligation but has the employer may, as an exception to Article 5.3, grant travel expense reimbursement as described in paragraph 1 or 2.
- 4 No payments of the reimbursements mentioned in this article will be made during a period of illness exceeding one month, except for unavoidable costs.

#### Article 5.4.5 Advance

The employer may, upon the employee's request, provide an advance on the reimbursements specified in Articles 5.4.1 to 5.4.4.

#### Article 5.4.6 Hardship clause

In individual cases where Articles 5.3 to 5.4.5 do not or evidently do not reasonably apply, a supplementary decision may be made.

#### Article 5.5 Telephone expense reimbursement

- 1 Employees are entitled to reimbursement of business-related calls made using their personal phone.
- 2 The reimbursement is processed on a claim basis, requiring the employee to submit a copy of the itemised phone bill, which must demonstrate the costs incurred.
- 3 The employer may establish additional rules for the reimbursement of other forms of telecommunication.

#### Article 5.6 Meal allowance

- 1 The employer provides a meal to the employee if they are unable to take their meal at the usual place and time due to being required to perform additional work for more than two hours beyond their working day, or to perform work exceeding two hours as part of an on-call or standby duty.
- 2 The provided meal will be sourced from the staff restaurant at the agreed work location(s).
- 3 If it is not possible to provide a meal from the restaurant at the agreed work location(s), the employer reimburses the actual costs of a meal consumed elsewhere in accordance with the provisions of Article 5.1.4, paragraph 1.

#### Article 5.7 Remote work allowance

- 1 Until 1 May 2024, the employer pays employees who work from home under the employment contract a remote work allowance of €2.00 net per remote workday. From 1 May 2024, the employer will pay employees who work from home under the employment contract a daily remote work allowance equal to the maximum tax-free amount permitted, as determined annually (in 2024: €2.35).
- 2. The employer may also grant the remote work allowance as a fixed monthly amount, calculated based on the average number of remote workdays per month.
- 3. Employees are not entitled to both a remote work allowance and a travel-towork reimbursement on the same workday.

#### Article 5.8 (Re-)registration under the Individual Health Care Professions Act (BIG)

An employee subject to the BIG Act, excluding academic medical specialists required to register under Article 3 of the BIG Act, is entitled to reimbursement by the employer for the costs associated with registration and re-registration, provided that such (re-)registration arises from the position held with the employer.

# Chapter 6 Working hours and work schedules

### Article 6.1 Working hours

- 1 The full-time annual working hours amount to 1,872 hours per year, averaging 36 hours per week.
- 2 The working hours specified in paragraph 1 are reduced by 7.2 hours for each public holiday that does not fall on a Saturday or Sunday.
- 3 Public holidays are New Year's Day, Easter Monday, Ascension Day, Whit Monday, Christmas Day, Boxing Day, the day on which the King's Birthday is celebrated, every fifth year on 5 May (starting in 2020) and any additional public holidays designated by the employer.
- 4 Hours spent on standby duties where no work is performed are not counted towards the total annual working hours specified in paragraph 1.
- 5 Employees may request adjustments to their contractual working hours based on the Flexible Working Act. Additionally, within Research BV, provisions under Articles 6.1.1 and 6.1.2 allow for adjustments to working hours.
- 6 In the event of a vacancy, part-time employees seeking to extend their working hours are given priority.

# Article 6.1.1 Extension of full-time working hours

- 1 The employer and the employee may agree that an employee with a full-time contract as defined in Article 6.1 paragraph 1 may temporarily work up to 208 additional hours per year. This could mean agreeing on a workweek averaging 37, 38, 39 or 40 hours per week.
- 2 For the extension of working hours, the following applies:
  - a. The request by or on behalf of the employer should, if possible, be made during the annual appraisal and apply to the upcoming year;
  - b. The agreements on the scope and duration of the extension must be documented in writing;
  - c. Allowances, pension accrual, holiday entitlement and other salary- and working-hours-related conditions will be based on the temporary working hours and corresponding salary agreed between the employer and employee.

#### Article 6.1.2 Reduction of working hours

1 An employee with working hours amounting to 1,872 hours per year as referred to in Article 6.1, paragraph 1, may request to temporarily work up to 184 fewer hours per year than stipulated in their full-time appointment. Employees with a part-time schedule may submit a proportionate request based on their contracted working hours.

- 2 The following provisions apply to the reduction of working hours:
  - a. The employee's request should, if possible, be made during the annual appraisal and relate to the upcoming annual period;
  - b. The request will be granted unless significant operational needs prevent it;
  - c. The agreed arrangements regarding the scope and duration of the reduction must be recorded in writing;
  - d. A deduction corresponding to the applicable hourly rate for the employee will be applied to their salary for each hour less worked;
  - e. Pension accrual and the distribution of pension contributions between the employee and the competent authority will remain unchanged during the reduction period, provided the reduction is of a one-off nature;
- f. No holiday entitlement will accrue for the hours not worked during the reduction period.

#### Article 6.2 Normal working hours on the day shift

- 1 The standard daily working hours are preferably between 7:00 am and 6:00 pm, Monday to Friday, unless the employee is subject to variable working hours.
- 2 The employer will establish one or more working time regulations, ensuring that all employees are subject to such a regulation. These regulations must comply with the provisions of the Working Hours Act and the Working Hours Decree.

# Article 6.2.1 Employee's right to be unavailable

- 1 Employees have the right to be unavailable for work outside of working hours. Employees are not obligated to actively monitor work-related communications outside of working hours.
- 2 The provisions of paragraph 1 do not apply during on-call or standby duties.

#### Article 6.2.2 Public holidays

- 1 Unless operational needs make it unavoidable, employees will not be required to work on Saturdays, Sundays, New Year's Day, Easter Monday, Ascension Day, Whit Christmas Day, Boxing Day, the day on which the King's birthday is celebrated, or every fifth year on 5 May (starting in 2020).
- 2 At the employee's request, and unless operational needs make it unavoidable, the employer may substitute the Christian holidays mentioned in paragraph 1 with alternative days that are significant to the employee's religious beliefs, up to a maximum of five days per year.

# Article 6.2.3 Non-standard working hours and shifts

1 The employer may require the employee to perform irregular shifts as defined in Article 4.7.3 (irregular working hours allowance).

- 2 The employer may assign on-call, standby and availability duties to the employee as described in Article 4.7.4 (on-call, standby and availability duties).
- 3 The employer may require the employee to perform overtime as defined in Article 4.7.6 (overtime).
- 4 Assigning evening and night shifts, on-call, standby and availability duties during evening and night hours, or overtime during these periods to employees aged 57 or over requires their explicit consent.
- 4 Employees who reached the age of 55 on or before 31 December 2013, and who had voluntarily ceased irregular duties as of that date or earlier (as defined in Article 4.7.3.3.2 of the AAV 2013 2015), may only be required to perform irregular duties with their explicit consent.

# Article 6.3 Duty roster

- 1 For employees subject to variable working hours under the working time regulations, the employer will establish a duty roster.
- 2 The roster must specify the services to be performed and the associated working hours.
- 3 Individual rosters will be communicated to the relevant employees as soon as to which the roster applies.

# Article 6.3.1 Other provisions concerning the duty roster

- 1 Employees are entitled to at least 22 free weekends per calendar year.
- 2 Handover of duties occurs during working hours.
- 3 When scheduling work hours, health-conscious rostering methods are taken into account as much as possible.
- 4 If a change needs to be made to an already established duty roster due to pressing business interests, the employer will inform the employee as soon as possible. If the employee suffers demonstrable financial loss as a result, which cannot reasonably be borne by the employee, the employer will reimburse the associated costs.
- 5 If agreement cannot be reached with the employee regarding changes to an already established duty roster, the employer may issue a service order. The works council will receive an anonymised annual report on the number of such service orders issued for this reason.

# Article 6.3.2 Employees take precedence over external staff

When filling shifts and rosters, employees have priority over externally hired staff.

# Article 6.4 Annual hours system

1 When determining work schedules, the principle is that the employee works the number of hours per year specified in their employment contract. Under

this annual variant, a work pattern is agreed upon that clearly reflects both work schedules and clustered free time.

- 2 The application of broader distribution of working hours throughout the year will not result in unbalanced work patterns for individual employees.
- <sup>3</sup> The employer determines the allocation of work hours and patterns in consultation with the employee, considering the organisation's and group's interests on the one hand and the employee's interests on the other. Discussions are held between the manager and the employee. If individual preferences cannot align with collective preferences, organisational interests prevail. The work pattern can be adjusted during the year by mutual agreement.
- 4 If it becomes clear through written justification that agreement cannot be reached between the manager and the employee, a mediator will be appointed to achieve an amicable resolution. The mediator must not be directly involved in the employment relationship.
- 5 The mediator reports all mediation cases to the employer and the works council.

# Article 6.5 Generation policy

As of 1 July 2024, Research BV will introduce a generation scheme for employees. This scheme allows employees to reduce their working hours to 80% of their original working time while receiving 90% of their salary (80% from salary scale 15 onwards) and maintaining 100% pension accrual. The following minimum framework applies:

- 1 Employees may submit a request to reduce their working hours by up to 20% through a work exemption. This means the employee works 80% of their original working time. After using the generation scheme, the total working time must be at least 60% of a full-time contract, equivalent to 21.6 hours (three working days of 7.2 hours each).
- 2 Employees in salary scales 1 to 14 under Appendix A or salary scales under Appendices A, B or D of these General Terms and Conditions of Employment retain entitlement to salary for at least 50% of the hours exempted from work. In other words, the employee receives at least 90% of their previous salary. Research BV continues pension accrual based on the working hours prior to joining the generation scheme, with the usual division of pension contributions. This ensures the employee accrues 100% pension.
- <sup>3</sup> Employees in salary scale 15 or above under Appendix A or salary scales under Appendix C will have their salaries reduced in proportion to the reduction in working hours. Specifically, the employee will receive at least 80% of their previous salary. Research BV maintains the pension accrual based on the working hours prior to joining the generation scheme, following the usual division of contributions. This ensures the employee accrues 100% pension.
- 4 Other employment conditions will be adjusted proportionally.
- 5 Employees must submit a request to participate in the generation scheme at least

six months before the desired start date.

- 6 Participation is open to employees with permanent contracts who are within five years of reaching the state pension age and have an uninterrupted service period of at least eight years with a UMC or Research BV at the start of their participation.
- 7 Prior to and during participation in the generation scheme, the employee is required to fully utilise any accumulated but unused leave balance (including balance leave). The taking of leave in combination with participation in the generation scheme must not constitute an early retirement scheme; therefore, throughout the duration of the generation scheme, at least 50% of the working hours prior to the leave must be actually worked per week. An exception to this applies in cases where the employee has worked less than 50% due to illness, incapacity for work or taking the holiday leave allocated for that year.
- 8 Employees' formal working hours must not have been increased in the twelve months preceding participation in the generation scheme. If hours were increased, participation will be based on the prior lower working time.
- 9 Employees are prohibited from undertaking new paid secondary employment during exempted hours, whether under an employment contract or otherwise. Additionally, employees may not expand existing secondary employment.

Existing individual agreements regarding participation in current generation schemes will be honoured, provided they comply with the above framework.

The Heavy Occupations Scheme for UMCs is included in Appendix L.

# Chapter 7 Holiday, leave and special leave

#### Article 7.1 Granting holiday

- 1 he employer grants the employee holiday with continued salary payment every calendar year, subject to the provisions of Articles 7.1.1 to 7.1.6.
- 2 Holiday is granted unless the employer's operational interests prevent it.

#### Article 7.1.1 Holiday entitlement

- 1 From 1 January 2024, an employee working full-time accrues 144 statutory holiday hours and 42.4 non-statutory holiday hours per calendar year (28 hours under the CLA UMC, Article 7.1.1, and 14.4 hours from the previously granted local public holidays, 1 May and Good Friday, which have been added to non-statutory leave). The expansion of non-statutory holiday hours does not apply to employees who leave employment before 1 April 2024. These employees are entitled to 38.4 (24 plus 14.4) non-statutory holiday hours. From 1 January 2025, an employee working full-time accrues 144 statutory holiday hours and 46.4 (32 plus 14.4) non-statutory holiday hours per calendar year.
- 2 Upon the commencement or termination of an employment contract during a calendar year, the employer will determine the holiday entitlement proportionate to the duration of the employment within that calendar year.
- 3 If the employee's working hours are changed, the employer will recalculate the holiday entitlement for the remaining part of the calendar year based on the new working hours. The holiday entitlement accrued up to the date of the change remains valid.
- 4 If an employee does not receive salary for a certain period, holiday entitlement for that period may, in some cases, be forfeited as governed by Articles7:634 and 7:635 of the Dutch Civil Code.
- 5 An employee working full-time may opt to have up to 28 (and, from 1 January 2025, up to 32) non-statutory holiday hours paid out each calendar year, provided these hours have not been allocated to balance leave. This will be subject to the applicable tax regulations.

# Article 7.1.2 Purchasing extra leave hours and informal care leave hours

In addition to the entitlement under Article 7.1.1, the employee may purchase extra leave hours. These hours may be taken as leave or saved for balance leave under Article 18.2 of these General Terms and Conditions of Employment. Employees may also purchase informal care leave hours for performing caregiving tasks. The relevant rules are outlined in Appendix I (Scheme for Purchasing Additional Leave Hours and Informal Care Leave Hours), based on Article 18.1 paragraph 2 subparagraph (c) (Flexible Benefits Scheme).

#### Article 7.1.3 Taking holiday

- 1 Holidays will, where possible, be taken in uninterrupted periods of at least four hours.
- 2 The employee is required to take a minimum of two weeks of holiday in each calendar year.
- 3 In a calendar year, no more than 1.5 times the entitlement for that year may be taken unless otherwise agreed upon.
- 4 In the event of illness during the holiday, the employee retains entitlement to any holiday not taken as a result. The employee must inform the employer in a timely manner, in line with the employer's established absence reporting procedures. If the employee cannot meet this requirement, they must provide evidence of the illness retrospectively.
- 5 An employee on sick leave who goes on holiday will be considered to have taken holiday, except where their condition makes it unreasonable for them to take holiday.
- 6 Once the employee submits a holiday request to their manager and no objections are raised, the employee may generally assume the holiday has been approved.taking holiday, including guidelines on when an employee may assume that a request for holiday during school holiday periods has been approved.
- 7 The employer may, after consulting the employee, alter an already scheduled holiday if there are compelling reasons to do so. The employer will reimburse the employee for any financial losses incurred as a result of such a change.

#### Article 7.1.4 Carrying over holiday

- 1 The primary principle is that holiday should be taken in the calendar year in which it is accrued. If this has not occurred as intended, the employee and the manager will consult to agree on the utilisation of the unused holiday entitlements from the previous calendar year or, where applicable, from prior calendar years.
- 2 This principle also applies during illness, subject to the provisions of Article 7.1.3 paragraph 5.
- 3 If the employer has not granted holiday in a given calendar year, the unused holiday entitlement may be carried over to the following year, subject to Article 7.1.3, paragraph 3.

# Article 7.1.5 Bridging days

1 The employer may determine that employees in one or more groups take

holiday on a maximum of three working days per calendar year designated as such.

2 These days will only be designated with the prior approval of the works council, before the start of the new calendar year.

# Article 7.1.6 Expiry, limitation and holiday at the end of employment

- 1 Statutory holiday hours must be taken by the end of the calendar year in which they were accrued or within six months thereafter. Otherwise, these statutory hours will expire in accordance with Article 7:640a of the Dutch Civil Code.
- 2 Non-statutory holiday hours may be taken within five years of accrual. Nonstatutory holiday hours expire five years after they are accrued if they remain unused. At the end of each calendar year, a choice can be made to save up to the maximum number of unused non-statutory holiday hours from that calendar year as balance leave. Hours saved as balance leave cannot expire.
- 3 Upon termination of employment, any unused holiday entitlement will be paid to the employee.
- 4 If the employee has taken more holiday than accrued at the end of employment, the employer will deduct the excess from their final salary.
- 5 The value of one hour of holiday is equivalent to the hourly wage, plus the endof-year bonus and holiday allowance. In this context, the irregular working hours allowance as part of the salary is defined as the average irregular working hours allowance over the last 12 months of the employment contract.

# Article 7.2 Leave prescribed by law

The employee is automatically granted leave if they

participate in disaster response services as a disaster responder, as defined under the Disaster Relief Workers (Legal Status Provisions) Act.

#### Article 7.3 Special leave

- 1 The employee is entitled to special leave in the situations specified in Articles 7.3.2 paragraph 2 to 7.3.5, provided they would normally be required to work on the relevant day(s) according to their work schedule.
- 2 The employee must generally request special leave at least one working day in advance, except in urgent and unforeseen circumstances.
- 3 Special leave for employees with part-time working hours is granted on a proportional basis, or as deemed reasonable and fair.

# Article 7.3.1 Voting rights and compliance with legal obligations

The employer will grant the employee leave upon request to exercise voting rights and to fulfil a legal obligation as defined in Article 4:1 of the Work and Care Act (WAZO).

#### Article 7.3.2 Personal circumstances

- 1 The employer will grant the employee unpaid leave upon request for the following events:
  - a. Their own notice of intent to marry: one day;
  - b. Attending the wedding of a (blood) relative in the first or second degree: one day.
- 2 The employer will grant the employee paid special leave upon request for the following events:
  - a. Their own wedding: one day;
  - b. The execution of a notarial deed related to cohabitation: one day;
  - c. Registration of their partnership: one day;
  - d. Attending the birth of their partner's child when the employee is prevented from working: a brief period deemed reasonable;
  - e. After the birth of their partner's child, in accordance with Article 4:2 of the Work and Care Act;
  - f. The death of a (blood) relative in the first degree: four days;
  - g. The death of a (blood) relative in the second degree: two days;
  - h. Undertaking activities related to adoption: up to three days per child;
  - i. Relocation: one day per calendar year.

Supplementary provisions under the Work and Care Act apply to these articles.

# Article 7.3.3 Emergency leave

The employer will grant the employee paid special leave under Article 4:1 of the Work and Care Act for emergencies caused by exceptional personal circumstances or obligations imposed by law or government without monetary compensation.

# Article 7.3.4 Short-term care leave

- 1 Under Article 5:1 of the Work and Care Act, the employee is entitled to shortterm care leave. Contrary to Article 5:2 of the Work and Care Act, this leave will amount to a maximum of four times the weekly working hours within any twelve consecutive months. From 1 January 2019, for the necessary care of immediate family members (first-degree relatives including partners, children and parents as defined in Article 5:1(2)(a)-(d) of the Work and Care Act), the leave entitlement will extend to a maximum of twelve times the weekly working hours.
- 2 During such leave, the employee retains entitlement to 70% of their salary.
- 3 This entitlement will be at least equivalent to 70% of the amount corresponding to salary number 10 of salary scale 6 in Appendix A, provided it does not exceed the employee's regular salary.
- 4 Article 8.5.2 (calculation of allowances) will apply correspondingly.

# Article 7.3.5 Pregnancy and maternity leave

- 1 Under Article 3: 1 of the Work and Care Act, the employee is entitled to pregnancy and maternity leave due to her pregnancy and childbirth.
- 2 The employer will supplement the Employee Insurance Agency (UWV) benefit awarded to the employee under the Work and Care Act to equal the salary determined for the employee.
- 3 If eligibility criteria for a financial allowance under the Work and Care Act are met but no allowance is awarded due to the employee's failure to apply, the employer will apply the financial allowance under the Work and Care Act in a similar manner. The allowance will reflect what the employee would have received had an application been made.
- 4 Paragraph 3 does not apply if the employer is unable to apply for the Employee Insurance Agency benefit due to the employee's actions or omissions.

# Article 7.3.6 Adoption and foster care leave

Notwithstanding Article 7.3.2, the employee is entitled to unpaid leave in connection with the adoption of a child, as stipulated in Article 3:2 of the Work and Care Act.

# Article 7.3.7 Supplement to additional paternity leave and paid parental leave

The employee receives a benefit from the Employee Insurance Agency for additional paternity leave (Article 4:2b of the Work and Care Act) and paid parental leave (Article 6:3(3) of the Work and Care Act). The employer will supplement this benefit to equal the employee's salary, but not exceeding the current statutory maximum daily wage under social security regulations (from 1 January 2024: €5,969 gross per month).

# Article 7.3.8 Pension accrual during parental, care and additional paternity leave

During parental leave, short-term/long-term care leave and additional paternity leave under the Work and Care Act, full pension accrual will continue based on the usual distribution of contributions between employer and employee.

#### Article 7.3.9 Trade union leave

- 1 The employer will allow the employee to participate in activities of the trade union of which they are a member, provided that business interests do not prevent it. In addition to the definition in Article 1.1 (definitions), 'trade union' in this article also includes any affiliated associations.
- 2 For employees with a full-time working schedule, the following rules apply:
  a. If the employee has been designated as a board member or delegate, up to
  120 hours of paid special leave per year may be granted for attending statutory

meetings;

- b.If the employee has been appointed by the trade union to carry out administrative or representative activities in support of the trade union's objectives, up to 208 hours of paid special leave per year may be granted;
- c. If the employee is invited by the trade union to participate in a course as a trainee, up to 48 hours of paid special leave may be granted every two years.
- 3 The total special leave granted under (a), (b) and (c) will not exceed 240 hours per year. However, if the employee is a member of the executive board of a trade union, the total maximum leave may not exceed 320 hours per year.
- 4 The allocation of trade union leave for employees with part-time working hours will be proportionate.

#### Article 7.3.10 Other cases

- 1 The employer may also grant special leave, either short-term or long-term, paid or unpaid, in cases where it is deemed necessary.
- 2 For scientific researchers in postdoctoral roles conducting personal research, their employment contracts will be extended by the duration of any parental leave taken by the employee. This includes pregnancy and maternity leave, additional paternity leave and parental leave, provided the employee requests this extension and the leave is taken during the research period.

# Chapter 8 Illness and incapacity for work

#### Article 8.1 Definitions and abbreviations

In this chapter, the following terms are defined as below:

- a. Occupational health care counselling: counselling aimed at preventing incapacity to perform work due to illness or disability, or at ending such incapacity;
- b. Medical examination: an examination conducted by or on behalf of the Employee Insurance Agency, or an examination at the employer's expense by a doctor designated by the employer;
- c. Medical certificate: a medical certificate issued based on the medical examination;
- d. WIA: Work and Income (Capacity for Work) Act.
- e. WGA benefit: work resumption benefit for partially incapacitated persons, as described in Chapter 7 of the Work and Income (Capacity for Work) Act (WIA);
- f. IVA benefit: disability benefit as described in Chapter 6 of the Work and Income (Capacity for Work) Act.
- g. Suitable work: suitable work as defined in Article 30 of the Work and Income (Capacity for Work) Act, meaning any work that aligns with the employee's abilities unless acceptance cannot reasonably be demanded for physical, mental or social reasons.
- h. UWV: the Employee Insurance Agency, as referred to in Chapter 5 of the Work and Income (Implementation Structure) Act (SUWI);
- i. ZW benefit: Sickness Benefit Acts benefit.

# Article 8.2 Occupational health care

- 1 The employer ensures occupational health care counselling for employees.
- 2 The employee must cooperate with medical examinations and occupational health care counselling.
- 3 The employee may directly consult the occupational health service regarding health issues related to their work situation and may request the employer to arrange an examination in connection with these issues.

# Article 8.3 Employer's reintegration obligations

1 For employees unable to perform their contracted work due to illness, the employer has reintegration obligations (Article 7:658a of the Dutch Civil Code and Article 25 of the Work and Income (Capacity for Work) Act). These include, among other things, the following:

a. Facilitating the employee's reintegration into their own job. If it is established

that this is not possible, promoting reintegration into other suitable work within the organisation. If it is established that no suitable work is available within the organisation, facilitating reintegration into suitable work with another employer.

- b. Keeping records of the employee's illness and reintegration progress.
- c. Preparing a reintegration plan in consultation with the employee, periodically evaluating it and making adjustments if necessary. This includes reviewing whether the employee's incapacity is related to working conditions.
- 2 The employer may establish additional rules for implementing the obligations under paragraph 1.

#### Article 8.4 Reporting sick

- 1 The employee is required to inform the employer as soon as possible about their inability to perform work due to illness or disability. The employer sets further rules regarding this obligation.
- 2 'Their work' refers to the contracted work as described in Article 7:629(1) of the Dutch Civil Code.
- 3 During the entire or partial incapacity to perform their work due to illness or disability, the employee's position is considered unchanged in nature and scope unless the employment contract is modified or terminated as per Chapter 11 of these General Terms and Conditions of Employment.

#### Article 8.5 Continued payment of wages

- 1 An employee who is wholly or partially unable to perform their work due to illness or disability retains the right to continued payment of wages for the period of 104 weeks as referred to in Article 7:629(1) of the Dutch Civil Code. During 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 non-worked hours.
- 2 In the following two cases, the employee receives more than 70% of their salary for non-worked hours during the second year of illness, contrary to the first paragraph:
  - a. If the employee performs work amounting to 50% or more of their contracted working hours, they receive their full salary for the hours worked and 85% of their salary for the non-worked hours.
  - b. If the inability to work due to illness or disability, which prevents the employee from performing their duties, is judged by the employer to have predominantly arisen from the nature of the work assigned to them or the specific circumstances under which it was performed, and it is not attributable to their fault or negligence, the employee receives their full salary.
- 3 If the employee receives a disability benefit under the Work and Income (Capacity for Work) or Occupational Disability Insurance Act, the amount of that

benefit is deducted from the salary to which they are entitled under paragraph 1. If the employee is entitled to a disability benefit from one or more employment relationships, that benefit is allocated proportionally to the employment relationship from which the salary is paid, based on the total income from the respective employment relationships.

- 4 If, as a result of the employee's actions or omissions, the disability benefit is not granted, is partially or entirely denied, or is permanently or temporarily reduced, that benefit is deemed to have been received in full for the purposes of paragraph 3.
- 5 At the employer's request, the employee must cooperate fully in ensuring that the disability benefit is paid via the employer.
- 6 At the employer's request, the employee must provide all information necessary for the implementation of this article.
- 7 For the purposes of paragraph 1, periods of illness are aggregated in accordance with Article 7:629(10) of the Dutch Civil Code.
- 8 If the Employee Insurance Agency determines that the employer has not made sufficient reintegration efforts, it may impose a wage sanction on the employer. A wage sanction entails the Employee Insurance Agency extending the WIA waiting period, normally 104 weeks. During this extended waiting period, the employee is entitled to continued payment of wages under the rules for the second year of illness as described in paragraphs 1 and 2.
- 9 Contrary to paragraph 1, continued payment of wages during illness for an employee who has reached the state pension age and whose first day of illness is on or after 1 January 2019 is limited to 13 weeks.
- 10 The right to continued payment of wages during illness as referred to in paragraph 1 does not apply in the cases described in Article 7:629(3) of the Dutch Civil Code.
- 11 The employer has the authority, as described in Article 7:629(6) of the Dutch Civil Code, to suspend payment of the wages referred to in paragraph 1 for as long as the employee fails to comply with reasonable control measures.
- 12 The employer may only invoke grounds for withholding or suspending payment of wages as referred to in paragraphs 10 and 11 if the employer has notified the employee of this immediately after becoming aware of the grounds or when the employer reasonably should have become aware of them, as referred to in Article 7:629(7) of the Dutch Civil Code.

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

- 1 The employer may assign an employee who is unfit to perform their work due to illness or disability to a different role or to their own role under different conditions.
- 2 The employee is obliged to accept a role offered under paragraph 1 if it

constitutes suitable work.

- 3 The continued payment of full or partial salary as referred to in Article 8.5 ceases if the employee is formally reassigned due to illness or disability.
- 4 An employee formally reassigned due to illness or disability who, as evidenced or not by a WIA assessment, suffers a loss of income of less than 35% is entitled to a salary guarantee as outlined in Article 4.3, paragraph 6 (salary guarantee). The employee is required to accept other suitable work offered by the employer if it reduces the reliance on the salary guarantee. An employee reassigned to fewer hours than their original working hours will receive paid leave for the hours not reassigned, in accordance with this article.
- 5 In cases where reassignment involves fewer hours than the original working hours as referred to in paragraph 4, entitlement to and calculation of holiday will be based on the employee's original working hours, including the hours for which paid leave is received.
- 6 If the employee referred to in paragraph 4 is entitled to an allowance under Article 4.7.3 (irregular working hours allowance) and this entitlement decreases or ceases as a result of reassignment, Article 4.7.3.2 (sliding allowance) applies accordingly. The sliding allowance commences only after 104 weeks from the first day the employee was unable to perform their work due to illness or disability. Until that date, the employee retains entitlement to the allowance amount as stipulated in Article 8.5.
- 7 In cases where a salary guarantee applies under paragraph 4, the employee and their manager will discuss annually, or more frequently if warranted, whether improved capacity on the part of the employee presents opportunities to reduce reliance on the salary guarantee. Advice from the occupational health service will be sought if necessary.

#### Article 8.5.2 Calculation of allowances

- 1 If an employee receives an irregular working hours allowance or an on-call and standby duty allowance, the employer determines an average amount for these allowances over the hours the employee is unable to work due to illness or disability. This is based on the allowances granted in the twelve calendar months preceding the onset of the inability to work.
- 2 If the employee has been employed for fewer than twelve calendar months, the calculation is based on the average salary and allowances granted during the period of employment prior to the onset of incapacity.

#### Article 8.5.3 Leniency in the second year of illness after a coronavirus infection

For employees who have become incapacitated for work due to a SARS-CoV-2 infection, leniency will be applied during the second year of illness. A compassionate approach will consider the availability and development of preventive protective measures.

# Article 8.5.4 Concurrent income

- 1 If an employee, in the interest of their recovery or reintegration or in the context of reassignment during their incapacity for work due to illness or disability, undertakes work for themselves or third parties as recommended by the occupational health service or the Employee Insurance Agency, the income from such work will be deducted from the salary entitlement under Article 8.5, paragraphs 1 or 2.
- 2 Deductions referred to in paragraph 1 will not apply insofar as the income concerned is already deducted from the employee's disability benefits.
- 3 Income referred to in paragraph 1 also includes disability pensions under the pension scheme, as well as any other allowance, regardless of its designation, that can be attributed to the work referred to in paragraph 1.

# Article 8.6 Medical examination

- 1 The employer may require an employee to undergo a medical examination to determine:
  - a. Whether the employee is unable to perform their work due to illness or disability;
  - b. Whether circumstances as described in Article 7:629(3)(a) and (b) of the Dutch Civil Code apply;
  - c. Whether further measures are necessary for recovery;
  - d. When and to what extent the employee can resume their work;
  - e. Whether a medical clearance can be issued for the employee's wish to leave the country.
- 2 The employer may also require an employee not currently incapacitated for work to undergo a medical examination if there are, in the employer's opinion, justified reasons, which must be communicated in writing to the employee and the occupational health service.
- <sup>3</sup> The employee is obliged to comply with any instructions given by the occupational health service or the Employee Insurance Agency in connection with the medical examination ordered by the employer.
- 4 Employees exposed to particular health risks or subject to specific health requirements due to the nature of their work must undergo an occupational health examination, as agreed with or instructed by the occupational health service.
- 5 As soon as the employer receives the conclusions of a medical examination referred to in paragraphs 1 to 4, the employee will be promptly informed of these conclusions in writing, including the possibility of requesting a follow-up examination within the specified deadlines and conditions. Upon the employee's

request, the conclusions will also be sent to the employee's treating doctor.

6 An employee who disagrees with the conclusions of a medical examination under this article may notify the employer in writing with a reasoned objection within three days of receiving the conclusions. The employer will establish further rules regarding this process.

#### Article 8.6.1 Monitoring upon resumption of work

The employer may stipulate that an employee who has been unable to perform their work due to incapacity caused by illness or disability may only resume their duties if authorisation has been granted based on a medical certificate from the occupational health service, which specifies the extent to which resumption of work is possible. This authorisation is mandatory if the employee has been fully unable to perform their work due to incapacity for more than one year.

# Article 8.7 Change of job based on a decision by the Employee Insurance Agency

- 1 If, based on a WAO or WIA assessment, the Employee Insurance Agency determines that the employee can be reassigned to their original role under modified conditions, the employer must implement these conditions within one year of the assessment, unless this cannot reasonably be required of the employer.
- 2 If the Employee Insurance Agency, through a WAO or WIA assessment, determines that the employee is fit for and can be reassigned to one or more alternative roles within the employer's authority, the employer must ensure the employee is appointed to such a role within one year of the assessment, unless this cannot reasonably be required of the employer.

#### Article 8.8 WIA supplement in the event of occupational disease/ accident during work

- 1 A former employee receiving a WIA benefit will be granted an additional payment if, in the employer's judgement, the incapacity for work was predominantly caused by the nature of their assigned duties or the specific circumstances under which those duties were performed, and the incapacity was not attributable to their own fault or negligence. This additional payment supplements any disability pension (AAOP) granted to them under that incapacity for work or another benefit corresponding in nature and scope.
- 2 The additional payment referred to in paragraph 1 is calculated using the WIA system and supplements the WIA and AAOP benefits to ensure a total payment that:
- a. During the IVA phase or wage-related phase, amounts to 85% of the difference between the former salary and new income;
- b. During the wage supplement or follow-up benefit phase, amounts to 85% of

the difference between the former salary and remaining earning capacity.

- 3 The additional payment ends if the former employee no longer meets the criteria in paragraph 1 or, in any case, from the first day of the month in which they reach the state pension age.
- 4 If a general downward adjustment is implemented concerning the AAOP benefit referred to in paragraph 1, in accordance with the pension regulations, this downward adjustment will also be applied to the additional benefit described in paragraph 1, six months after the adjustment takes effect. However, if within this six-month period an alternative agreement is reached in discussions between the employer and the works council, this alternative agreement will apply.
- 5 When determining the additional benefit referred to in paragraph 1, if a disability benefit, pension benefit, unemployment benefit or a benefit of a similar nature and scope is fully or partially denied, reduced or terminated due to overlap with other income or through the actions or omissions of the former employee, these benefits will always be deemed to have been fully received by the former employee for the purposes of calculating the additional benefit.
- 6 If the death of an employee or a former employee entitled to a benefit under the preceding paragraphs is directly caused by the incapacity for work referred to in paragraph 1, a payment amounting to 18% of the survivor's pension will be granted to the person entitled to that pension in connection with this death. This payment will cease at the start of the month in which the deceased would have reached the state pension age or, if the recipient of the pension remarries, at the start of the month following their remarriage. To claim this entitlement, the surviving relative must submit a request to the employer within a reasonable timeframe.
- 7 No entitlement to the additional benefit referred to in paragraph 1 exists for a former employee who fails to notify the employer within three years from the day following the termination of their employment contract about the existence of circumstances as described in paragraph 1.
- 8 The employer ensures that the employee referred to in this article is enabled to fully utilise their remaining earning capacity so that during the benefit phase mentioned in paragraph 2 under (b), no income reduction occurs compared to the benefit phase mentioned in paragraph 2 under (a).

#### **Article 8.9 Repayment and recovery**

- 1 The employer may recover or deduct from future salary or benefits any payments made under this chapter that were unduly or excessively paid:
  - a. Within five years of the payment date if the overpayment by the employer was due to the employee's actions;
  - b. Within two years of the payment date in other cases where it should have been reasonably clear to the employee that the payment was incorrect.

2 Advances must be repaid by the employee upon the employer's first request or deducted from subsequent salary or payments.

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

- 1 In the event of a concurrence between a benefit under this chapter and a benefit under a statutory insurance scheme granted for the same illness or impairments that form the basis of the benefit under this chapter, the benefit under this chapter will be reduced by the amount of the benefit from the statutory insurance scheme.
- 2 If the disability benefit is adjusted based on the same illness or impairments for which a benefit under this chapter is granted or adjusted, paragraph 1 will apply correspondingly to that adjustment.
- 3 The preceding paragraphs do not apply if the benefit under a statutory insurance the position for which the employee or former employee is entitled to a benefit under this chapter, provided that the benefit under the statutory insurance scheme is calculated or is deemed to be calculated based on income from that other role.

# Chapter 9 Other rights and obligations

# Article 9.1 Legal assistance

The employer will provide the employee with adequate legal assistance if the employee becomes involved in criminal and/or disciplinary proceedings under the Individual Health Care Professions Act, unless there is intent or gross negligence or if the case is unrelated to the exercise of their duties. If the employee has serious objections to the person providing legal assistance, the employer may, in consultation with the employee, appoint another individual.

# Article 9.2 Employer liability

- 1 The employer is obligated to arrange and maintain the premises, tools and equipment used for work in such a manner, and to establish such arrangements and provide such instructions for the work, as are reasonably necessary to prevent the employee from suffering harm during the performance of their duties (Article 7:658(1), Dutch Civil Code).
- 2 The employer is liable to the employee for any harm suffered in the course of their duties, unless the employer can demonstrate compliance with the obligations in paragraph 1 or that the harm is largely due to the employee's intent or conscious recklessness (Article 7:658(2), Dutch Civil Code).

#### Article 9.2.1 Employee liability

An employee who, in the performance of the employment contract, causes damage to the employer or to a third party for whom the employer is liable to compensate such damage, is not liable to the employer in this regard, unless the damage results from intent or deliberate recklessness (Article 7:661, Dutch Civil Code).

#### Article 9.2.2 Compensation for damages

In addition to the liability for damages under Article 9.2, the employer may, based on reasonableness and fairness, compensate the employee for damages incurred in the performance of their duties.

#### Article 9.3 Secondary employment

- 1 The employee is permitted to engage in secondary employment outside the days and hours during which they perform work for the employer.
- 2 The employee is required to notify the employer in writing and in a timely manner about any secondary employment or income, either before

commencing such activities or, for new employees, before the start of employment. This reporting obligation also applies to changes in the nature or circumstances of the secondary employment.

- 3 The employer may prohibit secondary employment or impose conditions thereon if justified by an objective reason. Such an objective reason exists if the secondary employment:
  - a. Violates legal provisions, such as the Working Hours Act, or applicable codes of conduct;
  - b. Compromises the trust in the employer's scientific or medical integrity;
  - c.Disrupts the employer's operations, for example, by creating competition, breaching confidentiality or violating intellectual property rights;
  - d. Creates a conflict of interest that damages the employer's interests;
  - e. Causes reputational damage to the employer.

The above grounds are not exhaustive.

- 4 The employer is obligated to provide any prohibition referred to in paragraph 3 in writing and to substantiate it. Similarly, any conditions as described in paragraph 3 must, in principle, be communicated in writing within two weeks and no later than four weeks after the employee's notification. These conditions must also be substantiated in writing. If the employer fails to respond in writing with substantiation within four weeks, the employee's request will be deemed to have been approved.
- 5. The employee is required to provide the employer with the information necessary for the employer to assess whether there are objective grounds to justify a prohibition on secondary activities. Examples of information the employer may request include:
  - a. The start date and duration of the secondary activities;
  - b. The nature and scope of the secondary activities, including the estimated weekly time commitment;
  - c. The company, institution or organisation for which the employee will perform the secondary activities;
  - d. The legal basis under which the secondary activities will be performed, such as an employment contract, a freelance agreement (self-employed) or a volunteer agreement, in compliance with laws and regulations, including the Code of Conduct on Medical Devices and Sponsorship;
  - e. The remuneration the employee will receive for the secondary activities, in compliance with laws and regulations, including the Code of Conduct on Medical Devices and Sponsorship.

#### **Article 9.4 Inventions**

The employee is required to notify the employer of any invention made (wholly

or in part) by them that is potentially patentable and related to the performance of their duties, without prejudice to the provisions of the Copyright Act and the Patent Act.

#### **Article 9.5 Instructions**

- 1 The employer may, pursuant to Article 7:660 of the Dutch Civil Code, establish instructions for business operations in general and for the organisation of patient care in particular.
- 2 The employer may also declare these instructions applicable, in the form of directives, to individuals working for the employer who are not employed under an employment contract with the employer.

#### Article 9.6 Collective health insurance

- 1 For insurance pursuant to the Health Insurance Act, the employee, their partner and children up to the age of 30 may participate in the collective health insurance scheme agreed upon by the employer with NV Zorgverzekeraar UMC.
- 2 Upon termination of employment and with subsequent entitlement to a pension, an IVA benefit under the WIA, or termination of employment due to redundancy, the retired employee may continue participating in the collective health insurance scheme. 3 In the event of the employee's death, their partner and children up to the age of 30 may continue participating in the collective health insurance scheme.
- 4 In addition to the collective health insurance scheme mentioned in paragraph 1, Research BV offers its employees an alternative collective health insurance scheme.

#### Article 9.6.1 Exceptional medical expenses

- 1 In exceptional cases, the employer may grant the employee a reimbursement for necessary expenses related to illness incurred by the employee for themselves or their dependents, provided that these expenses cannot be covered under another scheme and cannot reasonably be borne by the employee.
- 2 As a condition for reimbursement of necessary expenses, these must concern indirect medical costs that are one-off or temporary in nature. Furthermore, the employee's financial capacity and the total household income will also be taken into account.
- 3 The employer may establish additional rules for implementing the provisions of paragraph 1

# Article 9.6.2 Costs of treatment for occupational disease/work-related accident

1 If an illness predominantly caused by the nature of the employee's assigned work

or by the specific circumstances under which it was performed is not due to the employee's fault or carelessness, the employer will reimburse the reasonable and necessary medical treatment or care costs remaining at the employee's expense.

2 The employer may establish additional rules for implementing the obligations under paragraph 1.

# Article 9.7 Death benefit

- 1 In the event of the employee's death, the employer will pay a death benefit to the surviving dependents as soon as possible, in accordance with Article 7:674 of the Dutch Civil Code. The provisions of this article supplement Article 7:674 of the Dutch Civil Code.
- 2 The statutory death benefit of one month's salary will be supplemented by two additional months' salary, bringing the total death benefit to three months' salary, including the holiday allowance and end-of-year bonus for those three months.
- 3 If the employee was receiving an irregular working hours allowance or an on-call and standby duty allowance, these allowances will be calculated based on the amounts paid in the three calendar months preceding the death.
- 4 If the employee's salary was reduced due to long-term illness under Chapter 8 (illness and incapacity for work), such a reduction will not affect the calculation of the death benefit.
- 5 If a court declares an employee deceased pursuant to Title 18 of Book 1 of the Dutch Civil Code, the employer will pay the death benefit at the request of the surviving dependants. In exceptional circumstances, the employer may pay the death benefit for a missing employee before a court declaration of death is issued.
- 6 If there are no surviving dependants, the employer may pay the death benefit to cover the costs of the employee's final illness and funeral. This option is available if the employee's estate is insufficient to cover these expenses.

# Article 9.8 Confidentiality

- 1 The employee is required to maintain confidentiality regarding information obtained in the course of their duties, insofar as this obligation is inherent to the nature of the matter or explicitly imposed on them. This duty of confidentiality applies even after the termination of the employment contract.
- <sup>2</sup> The obligation referred to in paragraph 1 does not apply to individuals who share responsibility for the proper performance of the employee's duties, nor to those whose cooperation is deemed necessary for that performance, provided these individuals are themselves bound by confidentiality or agree to be so bound. The foregoing is subject to compliance with the statutory provisions on professional secrecy.
- 3 Notwithstanding the legal obligations imposed on the employer, the employer

is required to maintain confidentiality regarding any information about the employee obtained in connection with their duties, unless the employee consents to the disclosure of personal information.

# Article 9.9 Support with reporting

In cases of aggression or unwanted behaviour by third parties, the employer will support the employee in filing a police report, should the employee wish to do so.

# Article 9.10 Complaints procedure

- 1 The employer, with the consent of the works council, may establish additional rules regarding the submission and handling of complaints made by or against employees.
- 2 The additional rules referred to in paragraph 1 will include provisions on the following:
  - The definition of the term 'complaint';
  - The method for submitting a complaint;
  - The procedure for handling complaints and their resolution within the organisation;
  - The timeframe within which a complaint should generally be resolved;
  - The independence of the body handling complaints;
  - The right of the complainant to be heard concerning their complaint;
  - The obligation to forward a complaint submitted to the wrong body to the correct one;
  - The manner of resolving a complaint.

# Chapter 10 Suspension and disciplinary measures

# Article 10.1 Suspension by operation of law

- 1 An employee is automatically suspended by operation of law if they are deprived of their freedom under a legal measure. This does not apply if the deprivation of freedom is due to a measure taken, other than under the Psychiatric Hospitals (Compulsory Admissions) Act, in the interest of public health.
- 2 The employer will not withhold salary during suspension in the case of admission to a psychiatric hospital or a comparable institution.
- 3 The employer will not withhold salary in cases of arrest as referred to in Articles 52 to 54 of the Dutch Code of Criminal Procedure or detention as referred to in Article 57 of the Dutch Code of Criminal Procedure.
- 4 If detention is followed by remand, the employer may withhold one third of the salary during the suspension. Six weeks after the start of remand, the employer may increase the withholding up to the full amount of the salary.
- 5 If the suspension does not result in dismissal, the employer may subsequently pay the withheld salary to the employee, either in full or in part.

#### Article 10.2 Suspension on other grounds

- 1 The employer may suspend an employee if there are serious reasons that make the continuation of their duties temporarily untenable in the interest of the organisation. The employer will inform the employee of the start date of the suspension and the time they will be heard regarding the suspension, as outlined in Article 10.2.1.
- 2 While suspended, the employee may only access the work location with the employer's permission.
- 3 If the employer suspends an employee under this article, no salary deductions will be made.

#### Article 10.2.1 Hearing

- 1 The employer will give the employee the opportunity to be heard regarding the reasons for their suspension, no later than one week after notification of the suspension. Saturdays, Sundays and public holidays are excluded when calculating this timeframe.
- 2 A report of the hearing will be prepared and a copy will be provided to the employee as soon as possible.

- 3 Within one week after the hearing, the employer will inform the employee by registered letter whether the suspension will be upheld, including a justification for the decision.
- 4 If the suspension is upheld, the notification referred to in paragraph 3 will serve as confirmation.
- 5 The notification mentioned in paragraph 4 will specify the duration and reasons for the suspension.

#### Article 10.3 Grounds for disciplinary measures

If the employee fails to fulfil their obligations under the employment contract or behaves in a manner inconsistent with what is expected of a good employee, the employer may impose a disciplinary measure. The disciplinary measure must be proportional to the employee's conduct.

#### Article 10.4 The various disciplinary measures

- 1 The employer may impose the following disciplinary measures, ranging from minor to severe:
  - a. Written reprimand;
  - b. Suspension for a specified period with wages;
  - c. Reassignment to another role, possibly including placement in a lower salary scale if the new role has a lower classification;
  - d. Dismissal.
- 2 Only one disciplinary measure may be imposed per incident.

#### Article 10.4.1 Accountability

- 1 Before imposing a measure, the employer must give the employee the opportunity to explain themselves within one week of being informed of the intended measure, in the presence of an officer designated by the employer. In exceptional cases, this period may be extended by up to one additional week. Saturdays, Sundays and public holidays are excluded when calculating this timeframe.
- 2 The employee may present their views either in writing or orally.
- 3 A report of the accountability meeting will be promptly prepared and presented to the employee for signature. If the employee refuses to sign, they must indicate this, along with their reasons, if possible, on the report. The employee will receive a copy of the report.

#### Article 10.4.2 Imposition of measures

- 1 Disciplinary measures will be imposed in writing and must be substantiated.
- 2 The employer will send the decision to impose a measure to the employee by registered letter within four weeks of the accountability meeting.

### Article 10.4.3 Enforcement of measures

Disciplinary measures, except for written reprimands, will not be enforced while the employee has the option to file an objection under Article 1.12, or if the employee has submitted an objection, until the employer has made a decision on the objection. This does not apply if the employer explicitly decides, at the time of imposing the measure, that the measure will be enforced immediately.

# Chapter 11 End of the employment contract

#### Article 11.1 End of the employment contract

The employment contract is ended:

- a. By mutual agreement;
- b. By operation of law, upon the expiration of the period for which the contract was entered into or upon the occurrence of an objectively determinable ending condition;
- c. By termination, observing Articles 11.2, 11.3 and 11.5 of these General Terms and Conditions of Employment as well as the provisions of the Extraordinary Decree on Labour Relations 1945 and the Dismissals Decree.
- d. By termination during the probationary period, as referred to in Articles 652 and 676 of Book 7 of the Dutch Civil Code;
- e. By summary dismissal for urgent reasons as referred to in Articles 678 and 679 of Book 7 of the Dutch Civil Code;
- f. By dissolution by the court on the grounds of Articles 671b or 671c of Book 7 of the Dutch Civil Code;
- g. By the death of the employee;
- h. By operation of law, upon reaching the state pension age;
- j. By termination due to illness as referred to in Article 670(1)(a) of Book 7 of the Dutch Civil Code.

#### Article 11.2 Written notification of ending

The employer will communicate the termination or ending of the employment contract in writing, stating the end date and the reason for termination.

#### Article 11.3 Notice period

- 1 The notice period for the employee is one month.
- 2 The notice period to be observed by the employer depends on the duration of the employment contract at the time of termination:
  - a. Shorter than five years: one month;
  - b. Five years or longer but shorter than ten years: two months;
  - c. Ten years or longer but shorter than fifteen years: three months;
  - d. Fifteen years or longer: four months.
- 3 Contrary to paragraph 2, the notice period to be observed by the employer is one month if the employee has reached the state pension age.
- 4 The notice period starts on the first day of the calendar month following the month in which the notice is given.

5 Notice must be given to take effect at the end of a month, so the notice period begins on the first day of the calendar month following the month of notification.

### Article 11.4 Early termination

An employment contract entered into for a fixed period, specific work or a particular project as referred to in Article 2.4 may be terminated early, subject to the rules provided in this chapter.

### Article 11.5 Dismissal due to reorganisation

- 1 The employment contract may be terminated due to reorganisation. Dismissal due to reorganisation is defined as the ending of the employment contract due to the elimination of positions resulting from the cessation of the employer's activities or the necessary elimination of positions over a future period of at least 26 weeks as a result of business economic circumstances requiring measures for efficient operations, as described in Article 7:669(3)(a) of the Dutch Civil Code.
- 2 During organisational changes, the employer will focus on supporting the employee in transitioning to a new position (internally or externally). The employee is expected to cooperate in this process. Dismissal due to reorganisation can only take place if, after careful consideration, it is concluded that, despite efforts from both parties, the employee cannot be guided to another position. If the employer or employee believes insufficient effort has been made to facilitate this transition, the matter will be referred to the parties involved in the Social Policy Framework. The Social Policy Framework may provide that an assessment is conducted by a committee or entity named therein. When assigning suitable work, priority will be given to individuals who contribute positively to team diversity, thereby reducing or preventing factual inequalities, provided all other qualifications are equal.
- 3 In determining the order of dismissal, the duration of the employment contract will be calculated based on the employee's total service with Research BV or one or more of its legal predecessors. This service duration will be calculated in accordance with the statutory Dismissal Regulations. This means that one or more prior employment contracts, which succeeded one another with intervals of no more than six months, will be added together. However, prior contracts entered into before 1 July 2015 are not added if they were separated by intervals exceeding three months.

## Chapter 12 Special provisions for roles in mid-level groups in patient care

### Article 12.1 Area of application

- 1 This chapter applies to employees who fulfil roles in the mid-level groups of patient care. These include roles within:
  - a. Salary scales 7 to 10, including the salary scales for nurses, within the FUWAVAZ job families: Nursing and Care, Clinical (Co-)Treatment, Clinical Support, Analytical Staff; and
- b. Doctors' assistants, dental assistants and care providers directly involved in patient care;
- c. Managers who spend more than 50% of their working time providing hierarchical supervision to employees within the aforementioned job families and are classified under the FUWAVAZ Management job family are not eligible for differentiated remuneration arrangements.

Managers and employees classified under a different job family but who perform professional tasks corresponding to at least 50% of one of these four job families (e.g. more than 50% clinical work) are classified within the mid-level groups.

2 Unless otherwise stipulated in these General Terms and Conditions of Employment, the other chapters of the General Terms and Conditions of Employment also apply to employees referred to in paragraph 1.

### Article 12.2 Roles in mid-level groups in patient care

Appendix N provides further details of the roles that fall under the mid-level groups in patient care. Based on Article 12.1, paragraph 1, Research BV will establish a list specifying the roles that belong to the mid-level groups in patient care. The employer will keep this list up to date and inform employees whether they fall under these groups. These lists will be coordinated with the works council.

### Article 12.3 Salary

1 For roles in the mid-level groups of patient care, new salary scales have been introduced as of 1 August 2021 in line with a differentiated remuneration structure. For employees with roles as referred to in Articles 12.1 and 12.2, the salary scale changed as follows on 1 August 2021:

Salary scale on 31 July 2021	$\rightarrow$	Salary scale on 1 August 2021
5	$\rightarrow$	5M
6	$\rightarrow$	6M
7	$\rightarrow$	7M
8	$\rightarrow$	8M
9	$\rightarrow$	9M
10	$\rightarrow$	10M

These M scales are included in Appendix XX. Until 1 August 2021, the salary scales listed in Appendix A of the General Terms and Conditions of Employment 2018-2020 were applicable.

2 From 1 January 2022, salary scale 6M begins at increment 1 (renumbered to 0). Salary scales 7M, 8aM, 8M, 9aM and 9M in Appendix Aa are extended from 1 January 2022 with the addition of two extra increments. Scale 10M in Appendix Aa starts at increment 2 (renumbered to 0) and has two additional increments added at the end of the scale.

# Article 12.3.1 Transitional measures for salary scales as of 1 January 2022

1 The transition to the extended salary scales as of 1 January 2022 proceeds as follows:

Salary scale and increment → on 31/12/2021			Salary scale and increment on 01/01/2022		
Salary scale	Increment		Salary scale	Increment	
5M		<b>→</b>	5M	Increment remains unchanged	
6M	0 and 1	<b>→</b>	6M	0	
6M	2	<b>→</b>	6M	1	
6M	3	<b>→</b>	6M	2	
6M	4	<b>→</b>	6M	3	
6M	5	<b>→</b>	6M	4	
6M	6	<b>→</b>	6M	5	
6M	7	<b>→</b>	6M	6	
6M	8	<b>→</b>	6M	7	
6M	9	<b>→</b>	6M	8	
6M	10	<b>→</b>	6M	9	
7M		<b>→</b>	7M	Increment remains unchanged	
8aM		<b>→</b>	8aM	Increment remains unchanged	
8M		<b>→</b>	8M	Increment remains unchanged	
9Am		<b>→</b>	9Am	Increment remains unchanged	
9M		<b>→</b>	9M	Increment remains unchanged	
10M	0 to 2	<b>→</b>	10M	0	
10M	3	<b>→</b>	10M	1	
10M	4	<b>→</b>	10M	2	
10M	5	<b>→</b>	10M	3	
10M	6	<b>→</b>	10M	4	
10M	7	<b>→</b>	10M	5	
10M	8	<b>→</b>	10M	6	
10M	9	<b>→</b>	10M	7	
10M	10	→	10M	8	
10M	11	<b>→</b>	10M	9	
10M	12	<b>→</b>	10M	10	

- 2 By way of derogation from paragraph 1, the following applies to employees in the salary scales that are extended as of 1 January 2022. Employees who, as of 1 January 2022, had already been at the maximum of the salary scale for one year or longer by that date, receive an additional periodic increment on 1 January 2022 and a second on 1 January 2023. For these employees, 1 January becomes the new increment date. Employees who were not yet at the maximum of their salary scale as of 1 January 2022 retain their existing increment date despite the transition.
- 3 For employees who had reached the maximum of the salary scale by 31 December 2021 and were receiving a (labour market) allowance to address a competitive market disadvantage on 31 December 2021, the allowance is integrated into the gross salary as follows:
  - a. If the allowance amount is less than the first extra increment, the allowance ceases.
  - b.If the allowance amount exceeds the first extra increment but is less than the second extra increment, the allowance is reduced by the first extra increment amount and the remainder maintained until the second increment is applied.
  - c. If the amount of the allowance exceeds the combined value of the two additional increments, these increments are granted simultaneously. If an amount of the allowance remains thereafter, the remaining allowance will be maintained under the conditions of the original award of the allowance.
- 4 For employees who had not reached the maximum of their salary scale by 31 December 2021, the integration of the (labour market) allowance into gross salary follows the same steps as outlined in paragraph 3, applied at the periodic date at which the employee progresses to the extra increments introduced as of 1 January 2022.

## Chapter 13 Special provisions for junior doctors and residents

### Article 13.1 Area of application

- 1 This chapter applies to doctors, other than medical specialists, who work under supervision in the fields of patient care, education or research.
- 2 Unless otherwise specified in these General Terms and Conditions of Employment, the other chapters of these General Terms and Conditions of Employment also apply to the doctors referred to in paragraph 1.
- 3 The doctors referred to in paragraph 1 are categorised as follows:
  - a. Junior doctors employed under a contract for activities in one of the fields mentioned in paragraph 1. Junior doctors conducting PhD research, also known as medical researchers, fall under this category;
  - b. Residents employed under a contract for activities in at least two of the fields mentioned in paragraph 1. Residents include doctors in training to become specialists (resident doctors) and doctors in training to become specialist clinical researchers (resident clinical researchers).

### Article 13.2 Salary

1 Articles 4.2 (job grading) and 4.3 (placement on the salary scale) do not apply to junior doctors and residents.

2 The employer classifies junior doctors at salary number 2 of scale 10 as specified in Appendix A of these General Terms and Conditions of Employment. 3 The employer classifies residents at salary number 0 of the specific salary scale mentioned in Appendix B of these General Terms and Conditions of Employment.

### Article 13.2.1 Placement on salary scales

- 1 The employer raises the placement on salary scales of junior doctors and residents annually based on experience until the maximum salary for the scale is reached.
- The following experience counts in full:
  - Employment as a resident in a comparable (hospital) role;
  - Employment as a junior doctor in patient care in a comparable (hospital) role;
  - Employment as a medical researcher in clinical scientific research;
  - Employment as a medical project assistant for a medical project in a hospital;
- Employment as a junior doctor in education or research in a hospital;

- Relevant research experience in clinical scientific research completed prior to the medical exam.
- 2 To count as one year of experience as referred to in paragraph 1, a total of twelve months of relevant experience must be acquired.
- 3 If, on the date of employment, the required number of months for a year of experience is not yet completed, the employer will determine the salary increment date so that, with satisfactory performance, the next increment is granted upon completion of the experience year.

### Article 13.3 Working hours and holiday

- 1 In deviation from Article 6.1, paragraph 1 (working hours), the full annual working hours for residents are 2,392 hours, averaging 46 hours per week.
- 2 For each public holiday referred to in Article 6.1, paragraph 3, that does not fall on a Saturday or Sunday, the annual working hours specified in paragraph 1 are reduced by 9.2 hours.
- 3 Time spent on standby duty during which no work is performed does not count towards the total annual working hours mentioned in paragraph 1.
- 4 Employers may establish work schedules within the limits set by the Working Hours Act and the Working Hours Decree for doctors other than medical specialists.

# Article 13.4 Allowances for irregular working hours, standby and on-call duties

- 1 Residents are entitled to an irregular working hours allowance as specified in Article 4.7.3 (irregular working hours allowance). The calculation of this allowance follows the provisions of Article 4.7.3.1 (calculation of allowance).
- 2 Residents are entitled to an allowance for standby and on-call duties as specified in Article 4.7.4 (standby, on-call and availability duty). The calculation of this allowance follows the provisions of Article 4.7.4.1 (calculation of allowance). For work performed during standby and on-call duties, residents are entitled to compensation and reimbursement in accordance with Article 4.7.4.2 (work performed during duties).

### Article 13.5 Extension of employment contracts for pregnancy and maternity leave, (additional) paternity leave and paid parental leave

The employment contract for a PhD researcher who is a junior doctor will be extended by the duration of pregnancy/maternity leave, (additional) paternity leave and paid parental leave taken by the employee, provided the employee requests the extension and the leave occurs during the course of their training.

## Chapter 13a Special provisions for trainee research assistants

### Article 13a.1 Area of application

The provisions in this section apply exclusively to trainee research assistants.

### Article 13a.2 Employment contract

- 1 Trainee research assistants are offered a fixed-term employment contract for further academic training and development.
- 2 The employer specifies the objectives of the employment contract as concretely as possible in the contract.
- 3 If the employment contract with the trainee researcher is for the purpose of producing a dissertation or research design, the contract duration is as follows:a. A maximum of 4 years for full-time employment;
  - b. A maximum of 5 years for 0.8 full-time employment.
- 4 If the employment contract is entered into with the researcher for limited-term participation in a research project or for creating a limited technological design, the maximum duration of the contract is 2 years.

# Article 13a.3 Placement on salary scales, career development and salary increases

- 1 Articles 4.2 (job grading and transitional arrangements) and 4.3 (placement on salary scales) do not apply to employees under this chapter.
- 2 Trainee research assistants employed for the purpose of obtaining a PhD are subject to the specific salary scale detailed in Appendix D of these General Terms and Conditions of Employment.
- 2 The employer places trainee research assistants at salary number 0 of the applicable scale upon commencement of employment. The salary is increased to the next step every 12 months if the PhD trajectory is progressing satisfactorily and the duties are being performed properly, as assessed by the employer.
- 3 Relevant work experience in a comparable (hospital) role or research is counted towards placement on the salary scale.
- 4 Once salary number 3, the final step of the scale, is reached, no further salary increases are applied.

### Article 13a.4.1 Training costs

The costs of training are not charged to the employee, except for expenses related to learning materials and textbooks.

### Article 13a.4.2 Training during working hours

Training is conducted during working hours. Study hours are not considered working hours.

### Article 13a.5 Assessment

- 1 The employer ensures that the employee's performance is regularly assessed by those involved in the training.
  - a. One year after the commencement of the employment contract, the trainee research assistant is assessed with consideration of the training and supervision plan and the objectives of the employment contract.
- 2 The employer establishes rules for the assessment procedure and the criteria used, in accordance with the standards of the institution where the employee is pursuing a PhD.

### Article 13a.6 PhD bonus for trainee research assistants

The employer awards a one-time bonus to trainee research assistants who successfully complete their training with a PhD during the term of their employment as trainee research assistants. The bonus amounts to  $\in$ 750 gross. This bonus is not offset against other local arrangements for trainee research assistants or PhD candidates. The employer may choose to provide this bonus as a net expense reimbursement.

### Article 13a.7 Extension of employment contract for pregnancy and maternity leave, (additional) paternity leave and paid parental leave

The employment contract for a PhD trainee research assistant is extended by the duration of pregnancy/maternity leave, (additional) paternity leave and paid parental leave taken by the employee, provided the employee requests the extension and the leave occurs during the training period.

## Chapter 14 Provisions regarding the flexible employment benefits scheme

### Article 14.1 Flexible benefits scheme

- 1 may annually adjust part of their benefits package to suit their personal preferences by reallocating certain entitlements.
- 2 The options available include exchanging:
- a. Time for balance leave;
- b. Money for entitlements in kind or additional pension contributions;
- c. Money for time, such as additional leave hours or informal care leave as outlined in Article 7.1.2.

4 The employer may establish implementation guidelines for the application of thischapter.

### Article 14.2 Balance leave

Balance leave is intended to allow employees, during all phases of their careers, to work less or temporarily not work, aiming for a better work-life balance. Employees may save up to a maximum of 100 times their weekly working hours for paid balance leave within tax limits. Once the maximum number of hours is reached, further saving is allowed only after previously saved hours are used. Leave hours incorporated into balance leave are not subject to expiration. Employees may transfer existing leave hours accrued before 1 January 2024 into balance leave until 31 December 2024.

- 2 Sources for saving balance leave include:
  - a. End-of-year bonuses;
  - b. Holiday pay;
  - c. Extra-statutory leave hours;
  - d. Additional hours worked at the end of the calendar year. Additional hours refer to hours worked with the employer's consent that exceed the agreed working hours in the employment contract as defined in Article 6.1. If these additional hours are not taken as time off by the end of the calendar year, they can be saved as balance leave;
  - e. Overtime as referred to in Article 4.7.6;
  - f. Purchased leave hours under Article 7.1.2 and Appendix I (Scheme for purchasing additional leave hours and informal care leave hours).
- 3 Taking balance leave is subject to mutual agreement. If more than three weeks

of balance leave are to be taken, the employee must submit a written request at least three months before the desired start date. For shorter periods, a reasonable notice period applies. In unforeseen personal circumstances (such as providing caregiving), the employer will grant a request for balance leave on shorter notice unless this would harm the quality and continuity of patient care, education, research or business operations. When taking balance leave prior to retirement, tax regulations regarding the combination of balance leave and participation in the generation scheme (Article 6.5 paragraph 7) will be considered.

- 4 The value of saved hours is equivalent to the hourly rate of leave taken at the time it is used. If an employee becomes ill or incapacitated at the start of agreed leave, the leave is deferred. If the employee wishes to take the saved balance leave after recovering from illness or incapacity, they must resubmit a request to the employer, unless the illness or incapacity lasted no longer than five working days.
- 5 If an employee falls ill or becomes incapacitated during balance leave, regular rules regarding illness during leave apply.
- 6 If the employee's working hours are reduced, it is assessed whether the maximum number of balance leave hours permitted under tax regulations is exceeded. If so, the employee must first use balance leave hours until the balance is reduced to the new maximum of 100 times the new weekly working hours.
- 7 At the end of the employment relationship, balance leave should be taken wherever possible. If leave cannot be taken, or if the employer requests the employee not to take leave prior to the end of the employment contract for compelling business reasons, the remaining balance leave will be paid out.
- 8 In the event of the employee's death, the balance leave will be paid to the heirs.

### Article 14.3 Money for entitlements in kind

- 1 Employees may participate in a scheme established by the employer in consultation with the works council, which may include a bicycle scheme, trade union membership contributions or membership fees for other professional or trade associations. The employer will provide (written) information on the impact of certain choices on pension and social security. The employer may, in consultation with the works council and with approval from the tax authorities, add additional purposes to the scheme, such as commuting costs.
- 2 The sources for participation in the scheme referred to in paragraph 1 include:
- a. Salary above the statutory minimum wage under Article 4.1 or Article 15.3;b. Holiday pay under Article 4.5;
- c. Salary allowances under Chapter 4;
- d. Loyalty bonuses under Article 4.8.2;
- e. Bonuses under Article 4.10 and Article 15.5 (bonus for exceeding working

### hours);

f. End-of-year bonuses under Article 4.4.

3 Employees may also allocate the sources specified in paragraph 2, subject to tax limits and the rules of BeFrank, for additional pension contributions.

### Article 14.4 Hardship clause

- 1 If applying this chapter leads to significant unfairness due to substantial changes in an employee's personal circumstances, the agreements made may be annulled and a suitable solution may be agreed upon with the employer.
- 2 In situations not covered by this chapter, the employer will decide, taking fairness and reasonableness into account. The works council will be informed of such decisions.

## Appendix A Salary scales

### Salary scales 1 to 5

Monthly amounts in euros based on full-time employment.

scale					salary	salary	salary
1	2	3	4	5	1-11-2023	1-5-2024	1-7-2025
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 based on full-time employment.

scale					salary	salary	salary
6	7	8	9	10	1-11-2023	1-5-2024	1-7-2025
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 based on full-time employment.

scale			salary	salary	salary	
11	12	13	14	1-11-2023	1-5-2024	1-7-2025
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 based on full-time employment.

scale				salary	salary	salary
15	16	17	18	1-11-2023	1-5-2024	1-7-2025
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 a Salary scales for mid-level patient care groups

### Salary scales 5M to 10M

Monthly amounts in euros based on full-time employment.

scale						salary	salary	salary
5M	6M	7M	8M	9M	10M	1-11-2023	1-5-2024	1-7-2025
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 scale for jobs under the Occupational Disability (Employment Targets and Quotas)

Act In accordance with Article 4.2.6, the statutory minimum wage per month for individuals aged 21 and older, including semi-annual increases, applies.

Increment	Minimum wagen
1	100,00%
2	102,50%
3	105,00%
4	107,50%
5	110,00%
6	112,50%
7	115,00%
8	117,50%
9	120,00%

### **Appendix B** Salary scale for residents (scale 11a)

Monthly amounts in euros based on full-time employment.

scale	salary	salary	salary
11a	1-11-2023	1-5-2024	1-7-2025
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 for academic medical specialists

Monthly amounts in euros based on full-time employment.

Scale medical specialist (MS)	salary	salary	salary
	1-11-2023	1-5-2024	1-7-2025
0	7.028	7.274	7.466
1	7.635	7.881	8.073
2	8.392	8.638	8.830

Scale University Medical Specialist (UMS)	salary	salary	salary
	1-11-2023	1-5-2024	1-7-2025
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

Scale Professor/Medical Specialist (P/MS)	salary	salary	salay
	1-11-2023	1-5-2024	1-7-2025
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

# **Appendix D** Salary scales for students and trainee research assistants

### Monthly amounts in euros based on full-time employment.

Vocational preperation pe	riod	
1-11-2023	1-5-2024	1-7-2025
450	450	450

Reimbursment of expense	s co-assistents	
1-11-2023	1-3-2024	1-7-2025
100	120	120

Klinical periode	salary	salary	salary
Scale A	1-11-2023	1-5-2024	1-7-2025
irst year	1.637	1.702	1.753
tsecond year	2.029	2.110	2.173
third year	2.272	2.363	2.434
fourth year	2.472	2.571	2.648

Klinical periode	salary	salary	salary
Scale B	1-11-2023	1-5-2024	1-7-2025
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 scale amount is lower than the minimum wage applicable to the student's age, the minimum wage will be paid. For students aged 21 and older, the minimum wage is at least €14 per hour, equating to a minimum monthly salary of €2,184 based on full-time employment.

Scale rechearschers in training	salary	salary	salary
	1-11-2023	1-5-2024	1-7-205
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 E Minimum holiday allowance

The monthly amount for the minimum holiday allowance based on full-time employment is:

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

### Appendix F Temporary responsibility allowance

Monthly amounts in euros based on full-time employment.

scale	1-11-2023	1-5-2024	1-7-2025
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
MS	386	398	407
UMS	570	583	592
H/MS	661	673	683

772

784

793

Amounts for temporary responsibility allowance in scales for mid-level patient care groups.

scale	1-11-2023	1-5-2024	1-7-2025
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 Stipends for interns

### 1 Intern stipend

Area of application

Internships are a mandatory part of many MBO, HBO and WO programmes. Internships provide students with the opportunity to gain work experience and learn in practice.

University medical centres provide a stipend for internships that meet the following conditions:

- The internship has a work-learning character;
- The internship is a structured and mandatory part of an MBO, HBO or WO programme;
- The student is enrolled in a recognised external educational institution; and

• The internship lasts at least one month (144 hours).

The stipend does not apply to co-assistants (students in medical degree programmes).

Amount of the internship stipend

The internship stipend amounts to:

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

H,H/A

The amounts in the table are gross amounts per month for full-time internships. The stipend is indexed in accordance with the structural salary increases under the UMC CLA. The stipend is paid pro rata.

### 2 Travel expenses for interns

#### Area of application

All interns are entitled to reimbursement of travel expenses. This reimbursement is provided only to the extent that no reimbursement or public transport card is provided by the government or educational institution for the day and/or time of travel.

### Extent

The reimbursement is provided in accordance with the applicable reimbursement scheme for commuting costs of Research BV. If Research BV has a specific scheme for reimbursing interns' travel expenses, that scheme applies.

The local reimbursement scheme also supplements cases where government or educational institution reimbursements do not cover travel costs for specific cases or days. Interns are required to apply for the reimbursement themselves by submitting travel documents.

### Appendix H Social Policy of Research BV

### **Article 1 General**

Research BV regards this Social Statute as the foundation for its social policy. The social policy is considered an integrated and indispensable part of the overall policy, aimed at contributing to the objectives of Amsterdam UMC, particularly in terms of scientific research. The realisation of the social policy is also a task and responsibility shared by the employees of Research BV.

The detailed implementation of the Social Policy, including the selection of instruments, procedures and regulations (insofar as not agreed upon centrally), is the responsibility of Research BV and will align with the policies in place at Amsterdam UMC. This Social Policy Statute provides a guiding framework for this implementation.

### Article 2 Objective

The central objective of the social policy is to encourage and motivate employees to contribute to achieving the goals of Research BV. In cases of organisational changes, the focus of the social policy is on guiding employees from one role to another.

### Article 3 Stimulating and motivating employment practices

Stimulating and motivating employment practices are reflected in the following areas:

### Organisational structure

- A clear organisational structure and work procedures aligned with the institution's goals, which are understandable to employees.
- Clear descriptions of rights and obligations, tasks and responsibilities.

### Organisational changes

- Major organisational changes are carried out based on clear regulations known to employees. These regulations include definitions of relevant concepts and decision-making procedures, addressing terms such as significant organisational change/reorganisation, job, suitable job and redeployment.
- Minimising or avoiding negative consequences for employees during organisational changes, with the aim of preserving as many jobs as possible.
- Including the following provision in the Social Policy Framework: If an employee is dismissed due to reorganisation despite all redeployment efforts, they will, upon request, be considered an internal candidate for job applications and be informed of vacancies for two years after their dismissal date.

### **Employment conditions**

- Ensuring that the meaningful work performed by employees at Research BV, along with their passion for patient care, research and education, is accompanied by appropriate remuneration and benefits.
- Ensuring that the combination of salary and other employment conditions makes working at Research BV attractive.
- Promoting good employment conditions within the institution's capabilities.
- Applying employment conditions in line with good employer practices.

### Consultation

- Promoting careful management that reasonably balances organisational and employee interests.
- Encouraging dialogue between management and employees to foster employee engagement with the organisation.
- Conducting open and genuine consultations with the works council on topics of general importance to employees' rights.
- Promoting open communication within organisational units and involving employees in shaping their work environment and determining the policy of their unit.

### **Career development**

- Paying attention to career policy through the institution's regular communication channels.
- Encouraging career guidance to ensure that employees perform work aligned with their (potential) capabilities and fulfil organisational roles effectively.
- Facilitating education and training to contribute to employees' professional development.
- Maximising opportunities for employee satisfaction and growth at work.
- Implementing internal mobility policies within the institution.
- Removing barriers that hinder the promotion of women to higher positions.

#### Part-time work

- Avoiding obstacles to part-time work, including for higher and managerial positions.
- Actively incorporating advice from the Stichting Het Potentieel Pakken during discussions with employees. Research BV will make agreements to implement specific measures based on this advice.

### Life-stage-oriented HR policy

• Adopting a life-stage-oriented HR policy that considers employees' changing capacity to work based on their age.

### Safety, health and wellbeing

- Ensuring good working conditions from the perspective of safety, health and wellbeing.
- Providing expert support to employees facing limitations in their work due to health or social reasons and implementing appropriate measures when necessary.
- Preventing sexual harassment through targeted policies.
- Implementing the findings of the March 2021 report 'Aggression and Unwanted Behaviour in the Workplace' (report on the total care and well-being sector) prepared on behalf of PGGM&CO and the Ministry of Health, Welfare and Sport. This is done, among other things, by organising and conducting training activities aimed at skill development.

### Social reporting

• Publishing an annual social report outlining

# **Appendix I** Scheme for purchasing extra leave hours and informal care leave hours

### General

### Article 1 Purpose of the scheme

This scheme, as outlined in Article 7.1.2 and Article 18.1, paragraph 2 of the General Terms and Conditions of Employment, enables employees to purchase extra leave hours or informal care leave hours.

### Article 2 Eligibility for participation

Participation in this scheme is open to all employees, excluding temporary holiday workers and employees on zero-hour contracts.

# Article 3 How to purchase extra leave hours or informal care leave hours

The terms 'purchase' and 'exchange option' in this scheme mean that the employee relinquishes gross salary equivalent to the value of the desired leave or informal care leave hours in exchange for obtaining these hours.

### Article 4 Option year

- 1 The exchange period for opting to exchange gross salary for extra leave hours or informal care leave hours corresponds to a calendar year. This period is referred to as the option year.
- 2 Employees may make an exchange option only for the current option year. In subsequent calendar years, employees may opt to make a new exchange option if they wish.

### Article 5 How to make an exchange option

- 1 The employer determines the method for employees to make their exchange option (e.g. in writing, electronically, or via a specific HR system).
- 2 The employer will honour the exchange request provided it meets the conditions of this scheme. Approval from the employee's manager is not required.

## Article 6 Which salary components can be used to purchase hours?

1 Employees may use their gross end-of-year bonus from the option year to purchase extra leave or informal care leave hours. The employer may allow employees to use one or more additional financial sources from the option year, as specified in Article 18.3, paragraph 2 of the General Terms and Conditions of Employment. 2 Employees can relinquish a financial source to purchase extra leave or informal care leave hours only if that source has not yet been paid out. The exchange option is executed at the time of payment of the financial source. Example: In March 2023, an employee purchases 10 extra leave hours for the year 2023. They relinquish part of their gross end-of-year bonus for 2023. The leave hours are then immediately credited to their (digital) leave card. The financial settlement for the purchased hours takes place in December 2023, when the end-of-year bonus is paid.

### Article 7 Value of a purchased leave or informal care leave hour

- 1 The value of one leave or informal care leave hour is equivalent to 1/156th of the monthly salary applicable to the employee on the first day of the calendar month in which the exchange option is made.
- 2 'Monthly salary' as referred to in paragraph 1 includes the salary as defined in Article 1.1 of the General Terms and Conditions of Employment, plus the endof-year bonus and holiday allowance per month. If the employee receives an irregular work allowance (Article 4.7.3 of the General Terms and Conditions of Employment), the value of the leave or informal care leave hour is calculated based on the average irregular work allowance received over the twelve months preceding the calendar month in which the exchange option is made.
- 3 The employer may determine the value of a leave or informal care leave hour differently from paragraphs 1 and 2, provided this does not disadvantage the employee.

### Article 8 Deductions and adjustments to salary

- 1 Salary deductions due to circumstances such as being on sick leave for more than 52 weeks or taking unpaid leave are not factored into the calculation of the value of purchased leave or informal care leave hours .
- 2 Retroactive salary adjustments, whether increases or decreases, do not lead to a recalculation of the value of purchased hours.

### **Article 9 Pensionable salary**

Reductions in gross salary due to the exchange option do not affect pensionable salary, provided this is permitted under tax regulations.

### Rules for extra leave hours

### Article 10 Timing of the exchange option

- 1 Employees may purchase extra leave hours in March. The employer may decide to allow a longer period for the exchange option.
- 2 Employees are allowed to make one exchange option per option year to purchase extra leave hours. The employer may permit multiple exchange options

per option year.

### Article 11 Maximum number of extra leave hours to purchase

- 1 Employees with a full-time contract can purchase up to 48 extra leave hours per option year. This limit also applies if the employee starts employment during the option year. Employees with a part-time contract can purchase extra leave hours proportionate to their working hours.
- 2 The actual number of extra leave hours an employee can purchase in a specific option year depends on the balance of leave hours outstanding as of 1 January of that year. Employees can supplement this balance of leave hours up to a maximum of 48 hours.

Explanation: A full-time employee with no outstanding leave hours from previous years can purchase 48 extra leave hours. A full-time employee carrying over 20 leave hours from previous years can purchase 28 extra leave hours. Employees with 48 or more leave hours carried over from previous years cannot purchase extra leave hours. Time-for-time hours saved by the employee under Article 18.2 of the General Terms and Conditions of Employment are excluded when determining the leave hour balance for this regulation as of 1 January.

3 Employees can only purchase whole leave hours. In proportionate calculations for part-time employees, values are rounded up to whole hours.
 Example: An employee working an average of 28 hours per week can purchase a maximum of (28/36\*48=) 38 extra leave hours.

### Article 12 Using purchased extra leave hours

The standard rules for taking leave within Research BV apply to the use of purchased extra leave hours, provided that these hours are preferably used in the calendar year they are acquired. However, if this is not the case, the hours do not expire. The statutory expiry period of five years for non-statutory holidays applies. Purchased extra leave hours may also be saved for balance leave.

### Rules for informal care leave hours

### Article 13 Choosing and redeeming options

- 1 Employees can purchase informal care leave hours throughout the entire option year.
- 2 Employees may make multiple options to purchase informal care leave hours within reasonable limits during the option year.
- 3 Employees can only purchase whole informal care leave hours.

### Article 14 Using purchased informal care leave hours

1 Informal care leave hours are intended for caregiving purposes by the employee. For holidays or personal days, employees must use leave hours. 2 Employees take informal care leave hours in consultation with their manager. Preferably, these hours should be used in the calendar year they are purchased or the following year. However, if this does not occur, the hours do not expire. The statutory expiry period of five years for non-statutory holidays applies.

### **Final provisions**

### Article 15 Payment for purchased leave/informal care leave hours

Purchased leave and informal care leave hours are not paid out to the employee. However, if the employment contract ends, any outstanding leave or informal care leave hours will be paid to the employee. The value of the paid hours will be calculated in accordance with Article 7.1.6 paragraph 5 of the General Terms and Conditions of Employment.

### Article 16 Changes in legislation and regulations

If changes in legislation or regulations result in undesirable consequences or implementation issues for this scheme, the parties to the collective labour agreement will consult each other to agree on a reasonable alternative.

# **Appendix J** Agreements between the employer and the works council

The list of agreements forms part of these General Terms and Conditions of Employment under Article 1.3.

### Investing in working conditions

In the context of occupational health care, the employer will provide employees with access to health care services for psychosocial support and assistance with posture and musculoskeletal complaints, as well as training in proper lifting techniques, through referral by the company doctor.

### Strengthening existing employee participation structures

- a. Cooperation, consultation and information sharing between the management, supervisory board and works council will be encouraged.
  - b. Employee participation bodies will be strengthened where necessary.
  - c. The professional participation structure will focus on leveraging and integrating nursing/professional expertise at all organisational levels, from operational to policy-making.

The employer will collaborate with professional organisations and educational institutions

to enhance nursing leadership and professional participation through, among other things:

- Development of learning pathways on Participation, Influence and Leadership
  - Nursing/professional leadership
  - Opinion leadership
- Coaching programmes to enhance development, job satisfaction and retention across all generations of professionals.
- Training for managers and executives to activate, encourage and support professional participation and leadership in care delivery.
- Expanding horizontal and vertical career perspectives (career paths, combined roles, inter-sector exchanges and functional differentiation).

### Adapting the CLA to the amended Working Hours Decree

Research BV will not utilise the opt-out provision mentioned in the Working Hours Act.

### Addressing workload and expanding leave

Workload is widely recognised as a significant issue. Research BV is committed to working with employees to reduce it. Research BV will focus on six areas:

- Investing in good working conditions and preventing absenteeism or attrition.
- Expanding leave schemes effective 1 January 2019.
- Committing to qualitative and quantitative goals to reduce administrative, registration and reporting burdens, allowing health care professionals more time for patient care.
- Continuing to differentiate roles and remove non-care tasks from health care staff responsibilities.
- Increasing the opportunity for employees to organise their own working hours. The employer adopts team self-scheduling as the standard. This includes consideration of principles for healthy scheduling. The aim is to create more rest periods within schedules. The objective is to enhance self-scheduling through specialised software systems and to make this the standard in every UMC, thereby minimising shift changes as much as possible. Voluntary mutual shift exchanges will, of course, remain possible.
- A day off is a day off.

### Training and education budget

Research BV allocates at least 3% of the wage bill for training and educational activities (excluding absence costs but including refresher and additional training) for both departmental and personal development activities.

### Re-registration in accordance with the Individual Health Care Professions Act (BIG)

Employees with an Article 3 BIG profession must re-register every five years. The employer is prepared to provide support and facilitation for re-registration for employees with Article 3 BIG professions who are not directly involved in patient care.

### Job grading

Research BV will monitor developments related to the FUWAVAZ job grading system.

# **Appendix K** Details of roles in the mid-level groups in patient care

### Introduction

The meaningful work performed by employees at Research BV must be accompanied by appropriate remuneration and employment conditions. The total compensation and benefits package should make working through Research BV at a UMC attractive. Salaries for patient care roles are not competitive with other sectors. Therefore, the General Terms and Conditions of Employment for 2022–2023 include differentiated adjustments to remuneration. This means that employees in salary scales 7 to 10 within the FUWAVAZ job families of Nursing and Care, Clinical (Co-)Treatment, Clinical Support, Analytical Personnel, as well as doctors' assistants, dental assistants and carers in direct patient care, will have separate salary scales.

Managers who spend more than 50% of their time hierarchically supervising employees from the aforementioned job families and are classified within the FUWAVAZ job family of Management are not eligible for differentiated pay agreements. Managers and employees classified in job families other than the four mentioned above, but who perform at least 50% of their tasks as substantive roles within these four families (e.g. 50% or more clinical work), are included in the mid-level groups.

#### Roles included Nursing and Care

Roles in the Nursing and Care job family involve responsibilities for nursing or care services. Examples include carers, nurses, nurse specialists and specialised nurses. Holding a nursing or carer qualification is mandatory to be employed in these roles. This means that in this job family, care assistants (scale 4) are excluded from the scheme.

### **Clinical Support**

Roles classified under the Clinical Support job family share the commonality of playing a significant role in direct patient care, though their tasks are non-nursing in nature. These roles involve assisting the health care provider and/or independently conducting diagnostic examinations. Examples include: pharmacy assistants, surgical assistants, anaesthesia technicians, functional laboratory technicians, endoscopy technicians, radiodiagnostic technicians and doctors' assistants. The scope of this scheme includes roles in scale 7 and above, as well as doctors' assistants and dental assistants in scales 5 and 6. However, assistant roles that do not require an MBO-4 qualification for doctors' assistants or dental assistants are excluded from the scheme. Similarly, pharmacy assistants, functional laboratory technicians and other assistants below scale 7 are not included in this scheme.

### Clinical (Co-)Treatment

Roles within the Clinical (Co-)Treatment job family are defined by the primary responsibility of treating or co-treating patients. Treatment is understood as the employee bearing direct responsibility for administering a patient's treatment. Examples of these roles include: radiotherapy technicians, dental hygienists, speech therapists, medical social workers, physiotherapists, occupational therapists, podiatrists, psychologists and midwives.

### **Analytical Personnel**

The common feature of roles in the Analytical Personnel job family is that the work is performed in a laboratory setting. This category includes analysts and research analysts. This means that roles for analysts below scale 7 are not included in the scheme.

### Appendix L Heavy Occupations Scheme for UMCs

In accordance with Article 6.5, a Heavy Occupations Scheme has been established. **Preamble** 

De regeling zware beroepen is overeengekomen binnen de kaders van de 'Wet bedrag ineens, RVU en verlofsparen' en de 'Maatwerkregeling duurzame inzetbaarheid en eerder uittreden (MDIEU)'. De regeling is overeengekomen voor de periode 1 november 2022 tot en met 31 december 2025.

The Heavy Occupations Scheme has been agreed within the frameworks of the 'Lump Sum Payment, Early Retirement Scheme and Leave Savings Act' and the 'Customised Sustainable Employability and Early Retirement Scheme (MDIEU)'. This scheme has been agreed upon for the period from 1 November 2022 to 31

### December 2025.

### **Article 1 - Definitions**

In this scheme, the following definitions apply:

- 1 **State pension age (AOW age)**: the state pension age as referred to in Article 7a, paragraph 1, of the General Old Age Pensions Act.
- 2 **Employee:** an employee as defined in Article 1.1 of the AAV, provided they hold a permanent employment contract.
- 3 **Employer:** as defined in Article 1.10 of the AAV.
- 4 **The scheme**: the present temporary Heavy Occupations Scheme.
- 5 **Heavy Occupation Allowance:** the gross amount the employee will receive under the scheme, hereinafter referred to as 'the allowance'.
- 6 **Eligible beneficiary:** an employee meeting the scheme's conditions and agreed terms, thereby qualifying for the Heavy Occupation Allowance.
- 7 **Retirement date:** the date on which the employment contract between the employee and their employer is effectively terminated through unilateral resignation by the employee.
- 8 Heavy occupation: a role listed in Appendix L of this scheme.
- 9 **AAV:** General Terms and Conditions of Employment.
- 10
- 11 **Volunteer work:** Defined as unpaid work under the following conditions: the work is not subject to real or deemed employment for income tax and national insurance purposes, meaning it is not performed under a contract of employment or as a profession.
- 12 The work is carried out for an organisation exempt from corporate tax,
- 13a sports organisation or
- 14a public benefit organisation (ANBI). Only a reimbursement is received that falls within the tax-free allowance limits as stipulated in Article 2, paragraph 6, of the Wage Tax Act 1964.
- 1. Unions: CNV Connectief, FBZ, FNV Zorg en Welzijn, LAD and NU'91.

### Article 2 - Entitlement to allowance/participation in the scheme

- 1. An employee qualifies for the allowance under the following conditions:
  - a. Between 1 November 2022 and 31 December 2025, they reach an age between six months and three years prior to their state pension age on the retirement date; and
  - b. They have been employed in a heavy occupation for at least one year immediately preceding the retirement date (see the list of roles in the appendix to this scheme); and
  - c. They are employed in a role classified up to salary scale 11; and

- d. They have accrued at least 20 years of participation in the Research BV and/ or UMC pension scheme (ABP), the Health Care and Welfare Pension Fund (PFZW) and/or BeFrank. Proof must be provided by the employee using the designated format; and
- e. They do not claim a wage replacement benefit under the Unemployment Insurance Act (WW) when terminating their employment; and
- f. They do not accept new employment, nor continue existing secondary roles, except for volunteer work, before, on or after the retirement date; and
- g. They do not establish themselves as an entrepreneur or derive self-employed income, nor continue an existing business, before, on or after the retirement date.
- 2. Participation in the scheme is voluntary. Employees decide the duration of their participation, with a minimum period of six months and a maximum of 36 months.
- 3. Employees receiving a partial WGA (Return to Work (Partially Disabled Persons) Scheme) benefit who meet the conditions outlined in paragraph 1 are entitled to an allowance proportionate to their wage income. Employees entitled to a Sickness Benefits Act (ZW) or Full Invalidity Benefit Act (IVA) allowance are not eligible.

### Article 3 - Duration, amount and payment of the allowance

- 1. A monthly allowance under this scheme is granted to eligible employees from the retirement date for a maximum period of 36 months.
- 2. The allowance cannot be granted retroactively.
- 3. The gross monthly allowance is equal to the amount specified in Article 32ba, paragraph 7 of the Wage Tax Act 1964. This applies to the eligible employee who, prior to the retirement date, was employed under an employment contract with a full working time of an average of 36 hours per week, as described in Article 1.1 of the CLA.
- 4. An eligible employee who, prior to the retirement date, had a part-time working arrangement is entitled to an allowance proportionate to the number of contracted hours at the time of submitting the application for participation, in relation to the full working time as specified in paragraph 3 of this article. If the number of contracted hours was increased during the 12 months prior to the scheme's start date, the number of contracted hours on the last day before the increase will apply. For employees who, as of 31 October 2022, were participating in a generation scheme (e.g. 80-90-100), the reduction in working hours under that scheme is disregarded.
- 5. Participation in the scheme starts on the first day of the month.
- 6. In the month when the eligible employee reaches the state pension age, a pro rata allowance will be paid. This is calculated by dividing the number of calendar

days from the first day of the month until the day the state pension age is reached by the total number of calendar days in the month.

- 7. Payment will take place monthly, at the same time as the usual salary payments made by the employer.
- 8. Existing and future monthly gross allowances will be indexed in accordance with the amount specified in Article 32ba, paragraph 7 of the Wage Tax Act 1964. The allowance will never exceed the amount exempt from taxation under the aforementioned article.
- 9. The allowance will be paid monthly by the employer to the eligible employee, with statutory deductions applied.
- 10. The eligible employee will receive a monthly (digital) statement specifying the allowance paid and an annual (digital) statement of earnings once per year.

### Article 4 - Termination of entitlement to the allowance

- 1. The entitlement to the allowance under this scheme terminates on the day the recipient reaches the state pension age applicable to them.
- 2. The entitlement to the allowance ends prior to the date referred to in paragraph 1 if the recipient:
  - a. dies, unless the recipient was cohabiting with a partner as defined in Article 1.1 of the CLA. In that case, the partner, if alive, will receive the allowance for the remaining period;
  - b. receives a wage replacement benefit under the Unemployment Insurance Act (WW) in connection with the termination of the employment contract;
  - c. accepts a new employment contract, effective from the first day they begin working in the new role, or continues (an) existing secondary position(s);
  - d. registers as an entrepreneur before, on or after the retirement date and earns income as a self-employed individual, effective from the first day of self-employment, or continues an existing business.

### Article 5 - Application to participate in the scheme

- 1. Employees wishing to be eligible for an allowance under this scheme may submit an application to their employer no earlier than six months before the retirement date to determine whether the criteria for participation in the scheme are met.
- 2. The application must be submitted using a designated application form, which must be fully and truthfully completed and signed by the employee. The form must be accompanied by evidence demonstrating that the employee has at least 20 years of participation in the pension scheme of the UMCs (ABP) or the Health Care and Welfare Pension Fund (PFZW).

### Article 6 - Decision on meeting the conditions

1. The employer will decide within two weeks of receiving the application whether

the conditions for participation in the scheme are met. The decision will be communicated to the employee in writing. If, due to circumstances, it is not possible to make a decision within two weeks, the employee will be informed in writing, stating the reason for the delay and specifying the period (maximum of four weeks) within which the decision will be made.

- 2. An employee who disagrees with the employer's decision may lodge an objection with the Disputes Committee for the Heavy Occupations Scheme.
- 3. Only complete applications will be processed by the employer.
- 4. Incomplete applications must be resubmitted. Once the incomplete application is supplemented, the submission date of the complete application will be considered as the date of receipt.

### Article 7 - Finalising participation in the scheme

- 1. To finalise participation, employees who meet all the conditions of the scheme must terminate their employment contract in a timely and legally valid manner through unilateral resignation, adhering to the applicable notice period.
- 2. Employees wishing to qualify for the allowance must agree to the rights and obligations applicable to them under this scheme.
- 3. The allowance recipient must promptly and voluntarily inform the employer about accepting an employment contract and/or performing work as a self-employed individual and/or applying for a wage replacement benefit under the Unemployment Insurance Act (WW) before, on or after the retirement date.
- 4. During the allowance period, in addition to the provisions in paragraph 3, the recipient is obliged to provide all information voluntarily or upon the employer's first request that they could reasonably understand might affect the continuation of entitlement, the amount or the duration of the allowance.

# Article 8 - Withdrawal and amendment of a decision to grant an allowance

- 1. If the recipient or their surviving dependants fail to provide information requested under this scheme, or information they are required to provide voluntarily, whether not at all, not in time, incompletely or incorrectly, a decision to grant a future allowance or an allowance already in progress may be withdrawn and terminated. The recipient or their surviving dependants are deemed not to have provided the required information, or not to have done so in time, if the employer has not received the information within two months after the initial request or immediately after the relevant fact became known to the recipient or their surviving dependants.
- 2. The employer has the authority to recover any direct or indirect damages incurred by the employer as a result of the recipient or their surviving dependants failing to provide information as required under this scheme, or otherwise not

complying with its provisions. This includes, but is not limited to, excess allowances paid, social security contributions and interest. The employer reserves the right to recover these amounts by reducing ongoing allowances.

- 3. In cases of fraud, forgery or any other criminal offence as defined in the Dutch Penal Code, the employer may file a report with the authorities. This does not preclude the employer from initiating civil proceedings or other actions to recover damages, including undue payments, from the involved parties.
- 4. The provisions of the preceding paragraphs do not apply if the recipient or their surviving dependants cannot reasonably be held accountable for their actions, except where ignorance of the scheme's content is invoked.
- 5. The employer will send the recipient or their surviving dependants a written and substantiated decision regarding the measures referred to in this article, stating the reasons, as well as the amount and duration of the measure.

### Article 9 - Recovery of unduly paid allowance

- 1. If the allowance has been paid unduly, in whole or in part, the employer may recover the allowance or part thereof from the recipient. In cases of undue payment, the gross amount of the allowance will be recovered from the recipient or their surviving dependants. Wherever possible, recovery will be offset against any allowances still to be paid.
- 2. No recovery will take place after the expiry of five years from the date on which the employer determined that the allowance was unduly paid.
- 3. If compelling reasons exist, the employer may decide to waive recovery in whole or in part.

### Article 10 - Additional provisions

The parties to the CLA are authorised to establish additional provisions necessary for the responsible implementation of the scheme.

### Article 11 - Hardship clause

- 1. In cases not covered by this scheme, the employer will act in the spirit of the scheme, with the understanding that any decision made will not set a precedent for other situations.
- 2. If the provisions or implementation of this scheme result in an unreasonable situation in an individual case, the employer may decide to deviate from the scheme in favour of the employee. Any employee may submit a written and substantiated request for the application of this hardship clause.
- 3. The employer will issue a decision on the hardship clause within 12 weeks of receiving the request. The decision will be communicated in writing and substantiated. If the employee files an objection to the decision under Article 12, the Disputes Committee for the Heavy Occupations Scheme will conduct a marginal

review of the employer's decision.

# Article 12 - Disputes Committee for the Heavy Occupations Scheme

- 1. An employee or allowance recipient who disagrees with a decision concerning the application of this scheme and directly affecting them may submit a written objection to the national Disputes Committee for the Heavy Occupations Scheme, requesting a review of the decision under this scheme. The committee comprises three members: one appointed by the NFU, one by the trade unions and an independent chair jointly appointed by these members.
- 2. The Disputes Committee for the Heavy Occupations Scheme will provide a written and substantiated binding recommendation to the employer. A copy will be sent to the employee or allowance recipient.
- 3. The Disputes Committee for the Heavy Occupations Scheme will establish its working methods in a regulation.

### Article 13 - Anti-cumulation

Employees participating in this scheme are not entitled to claim any other (statutory) scheme and/or compensation related to (the termination of) the employment contract, the General Terms and Conditions of Employment (AAV), company schemes and/or otherwise.

### **Appendix** to the Heavy Occupations Scheme: List of heavy occupation roles

### Job families/standard roles

Job family Nursing and Care Care assistant 2, ward assistant 3 care assistant care provider 5 care provider 6

nurse 7 nurse 8a, 8b Nursing consultant 8 Intensive care nurse 8b intensive care nurse 9a

### Job titles

Care assistant Care provider Maternity care provider Nurse, Specialist nurse (MC, HC, IC, CCU, NEON, ED, Diabetes, Oncology, Haematology, Obstetrics, Dialysis, Transfer, Organ Donation, etc.) psychiatric nurse Nursing expert/practitioner Nursing consultant Advanced nurse practitioner Nursing team leader (if >50% working in

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intensive care nurse 9b nursing consultant 9b Research nurse Nursina scientist Advanced nurse practitioner 10 Job family Analytical (excluding research analysts) Scientific laboratory employee 11 Scientific laboratory employee 10 Analyst 8 Analyst 7 Analyst 6 Analyst 5 Analytical assistant 4 Laboratory assistant 2 Job family Facilities (excluding ICT and central telephonists) facilities employee 2 facilities employee A3

facilities employee B3

facilities employee 4 facilities employee 5 facilities employee 6

Sterilisation employee 4 Food service employee vz 3

Food service employee vz 5

Technical employee 5 Technical employee 7 medical instrumentation technician 6 medical instrumentation technician 8

#### Individual job titles

Surgical assistants Anaesthetic employees

### a heavy occupation)

Laboratory assistant

Analyst Biotechnician (analyst)

Chef/Dietary chef Housekeeping employee/Service employee/Porter/Dishwasher/Ward assistant Catering employee/Food service employee Dietary and housekeeping assistant Facilities employee/Logistics employee Medical sterilisation equipment employee Security officer/Security employee Technician/Instrumentation technician/ Accelerator technician Work planner/Executor/Service engineer/Operator

Surgical assistant Anaesthetic employee/Sedation Midwives Radiology laboratory technicians

Radiotherapy laboratory technicians

Physician assistant Physiotherapist Occupational therapist Exercise therapist Orthopaedic technician practitioner/Clinical perfusionist Midwife Radiology/therapeutic/nuclear medicine technician Radiology/therapeutic/nuclear medicine technician

If the employer and the works council determine during the implementation of the scheme that a role should be added, the job list may be updated at any time. Either party may initiate this process. The initiating party will submit a substantiated proposal to the other party. If both parties agree, the role will be added to the list from that moment onward.

# **Appendix M** Protocol for (preventing) unacceptable behaviour

### Statement

At Research BV, we aim to ensure that both professionals and patients feel safe and can function in a secure environment. We define unacceptable behaviour as any form of unwelcome verbal, non-verbal or physical conduct that aims to or results in undermining a person's dignity, particularly when it creates a threatening, hostile, offensive, humiliating, unsettling or harmful situation.

Unacceptable behaviour (Undesirable behaviour | Dokter Hoe) – including harassment, sexual harassment, aggression, violence, discrimination or bullying – is unacceptable and will not be tolerated. This means that our employees must conduct themselves professionally, respectfully, courteously and kindly towards each other, our patients and their relatives. We expect the same behaviour from patients, relatives, third parties, colleagues and managers towards our employees. Should incidents of unacceptable behaviour arise, Research BV will act in accordance with and in the spirit of this protocol, Dutch law and socially accepted norms and values. This requires the employer to implement policies focusing on awareness, prevention, identifying signals and carefully addressing incidents.

#### **Organisational policy**

To prevent unacceptable behaviour, Research BV maintains an active prevention policy to reduce the occupational risks identified through the Risk Inventory and Evaluation (RI&E). This policy is documented in a Protocol for Preventing Unacceptable Behaviour, which includes clear agreements regarding the rights and obligations of employees, as well as the reporting and handling of incidents of unacceptable behaviour. This set of agreements outlines how the organisation promotes awareness and recognition of unacceptable behaviour, how it implements prevention measures and what arrangements apply when an incident does occur. In any case, the policy specifies:

- A statement from management about unacceptable behaviour;
- Regular emphasis on this topic within Research BV;
- A reporting procedure;
- A complaints procedure;
- Measures to ensure a safe working environment, recognising that social safety encompasses more than just preventing unacceptable behaviour;
- Agreements on providing a readily accessible support structure, ensuring privacy for employees and guaranteeing the presence of an independent confidential advisor and/or ombudsperson;
- Assurance of the independence of the confidential advisor or ombudsperson, such as by prohibiting them from holding responsibilities in HR or social work and granting them autonomous responsibility to management.

Unacceptable behaviour is one of the most significant occupational risks at Research BV and is a mandatory component of the RI&E and its associated Plan of Action. The RI&E must always be current, reliable and representative, in compliance with relevant legal obligations. The elements described in this protocol address unacceptable behaviour that employees may encounter. Research BV ensures the development of a more detailed, tailored protocol aligned with this 'AAV protocol', incorporating local policies and initiatives.

#### Awareness and prevention

Periodic focus on unacceptable behaviour

It is essential for every employee to understand the code of conduct and policies surrounding unacceptable behaviour. As such, the management statement, behavioural guidelines, policies, contact details for confidential advisors/managers/HR advisors and complaints procedures are included in the onboarding programme for every new employee.

Given the nature of perceived unacceptable behaviour, this topic is periodically discussed with employees to ensure everyone at Research BV is familiar with the protocol and its application. Research BV organises at least four discussions per

year for patient care-related job groups to address experiences of unacceptable behaviour and its impact on employees.

If RI&E results or staff surveys reveal instances of unacceptable behaviour, targeted actions will be undertaken.

Holding each other accountable for behaviour In a positive and supportive working environment, collegiality, respect and attentiveness are fundamental norms. Unacceptable behaviour must be addressed promptly. Such an environment requires active participation from everyone, not only in monitoring their own behaviour but also in being vigilant about others' actions and holding each other accountable for any potentially unacceptable behaviour.

#### **Responding to incidents**

When employees experience or observe unacceptable behaviour, it must be clear how and to whom they can report such incidents, whether involving external or internal misconduct, and what steps can be taken following a report. Reports can be made to (senior) managers, HR advisors, confidential advisors or ombudspersons. Conversations with confidential advisors are strictly confidential. (Senior) managers or HR advisors may take action based on a report. *Confidential advisor* 

Employees who have encountered unacceptable behaviour can seek support from confidential advisors. These may be general confidential advisors or those designated for specific groups, such as medical trainees (resident doctors, resident clinical researchers), medical staff or doctoral candidates.

Confidential advisors provide guidance and support to employees dealing with unacceptable behaviour, outlining possible steps to address their experiences. Options range from taking no action to making a formal report. Employees may also simply share their story with the advisor without further action. The advisor provides guidance but does not take action without the individual's consent. Research BV aims to ensure that the team of confidential advisors reflects the diversity of the workforce.

Important: Sharing information with a confidential advisor does not constitute an official report. If the employee decides to make an official report or file a complaint, the confidential advisor can provide assistance throughout the process.

#### Complaints procedure

Employees who have experienced unacceptable behaviour and are unable or unwilling to resolve the matter informally may file an official complaint. Research BV must have a formal complaints procedure, including a corresponding complaints policy and committee. The complaints policy, established, amended or withdrawn with the works council's approval under Article 27 of the Works Councils Act (WOR), must address the following aspects at a minimum:

- Clear definition of unacceptable behaviour;
- Steps for the employee to submit an official complaint;
- A preference for reporting the issue to a confidential advisor before filing a complaint, although direct complaints remain possible;
- Assurance of confidential handling of all information;
- Composition of the complaints committee;
- Requirement for the complaint to be submitted in writing with supporting evidence;
- The right of both the complainant and the accused to have an advisor present the confidential advisor can serve in this capacity at the complainant's request;
- Equal rights for the complainant and the accused, including simultaneous access to all documents;

The process of the complaints procedure and the associated timeframes; The complaint is taken into consideration;

The investigation is initiated;

The timeframe within which the complainant and the accused are heard; The timeframe within which the complaints committee issues its written advice to the management, the complainant and the accused. If this timeframe is

exceeded, the complainant and the accused are informed, including an indication of the expected duration of the handling process.

The timeframe within which a decision is made regarding the measures to be taken;

The timeframe within which one of the parties may lodge an objection to the decision.

The complainant and the accused are informed at every stage of the status of the procedure;

The management, in the event of a substantiated complaint, takes appropriate measures;

The complainant or the accused is free, based on the outcome of the complaints procedure, to turn to a competent court;

The complaints committee reports periodically to the board of directors and the works council.

Upon request by the employee, the employer or the confidential advisor will provide a copy of the applicable complaints procedure.

### List of abbreviations

AAV	General Terms and Conditions of Employment
	Collective Labour Agreement of the University Medical Centres
FUWAVAZ	Job grading system of the Association of University Hospitals
LOAZ	National University Hospitals Consultative Committee
OIO	Trainee research assistant
OR	Works council
UMC	University Medical Centre
UWV	Employee Insurance Agency
WIA	Work and Income (Capacity for Work) Act
WOR	Works Councils Act
WHW	Higher Education and Research Act
ZW	Sickness Benefits Act

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