

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

FNV

FBZ

CNV

AOB

UNL

Agreement

**Collective Labour Agreement for Dutch
Universities
1 July 2024 to 30 June 2025**

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On 28 June 2024, the Universities of the Netherlands (UNL), acting on behalf of the universities, and the employee organisations FNV, FBZ, CNV and AOB (“the parties”), made the following general agreements on changes to the employment conditions for Dutch Universities.

On 23 July 2024 parties determined that this negotiation result is converted into a final agreement.

1. Term and remuneration

The term of the new collective labour agreement is from 1 July 2024 to 30 June 2025. On 1 September 2024, university staff employed by a Dutch university will receive a general salary increase of 3.7%. Subsequently, on 1 January 2025, university staff employed by a Dutch university will receive a further general salary increase of 1.0%.

In addition, university staff¹ employed by a Dutch university on 1 September 2024 will receive a one-off payment in September 2024. Based on full-time employment, this one-off payment will be €300 gross.

The parties also agreed that:

- a. With regard to the salary structure, scales 1 to 7 will be adjusted to restore progression to the scale steps and an even spread between the scales. The SA and TOIO scales will also be adjusted as a result of the adjustments to scale 6. The effective date is 1 July 2024. Implementation will be completed by no later than 31 December 2024, with retroactive effect. The 3.7% pay increase that has now been agreed will be applied to the new scale amounts;
- b. The youth scales will be abolished from 1 July 2024;
- c. With regard to compensation for unusual working hours, the parties have agreed to draw up an inventory during the term of this collective agreement. The inventory will look at which positions require staff to be on call. It will also look at what would be needed to adjust the current collective labour agreement provisions and what costs would be associated with such an adjustment. In this regard, the parties will also look at how such policies are applied in other sectors.

2. Social safety and workloads

The parties to the collective agreement want to take further steps to improve social safety and workloads, because university staff should be able to work in safe and healthy conditions. The parties believe in the importance of giving attention to the preventative side of social safety. A culture change in universities is needed to create a socially safe working environment. This will require the universities to invest in increasing awareness, and will also require everyone who works or studies at a university to reflect on their own behaviour, so as to achieve behaviour that contributes to ensuring a socially safe working environment.

Independent, accessible and transparent handling of complaints and reports is also important. The parties want to contribute to this by agreeing that each university will have one central reporting centre for reports related to social safety, which will refer reporters to appropriate help and/or handle the reports directly.

The parties will take further steps to deal with high workloads by linking the causes of high workloads with appropriate solutions in a more structured way, at all levels of the universities. The report from the Labour Inspectorate, the sector report on workloads and the Working Conditions Catalogue will form the basis of these solutions. The parties also emphasise the importance of taking time off to recover and to relieve the pressure of work.

¹ With the exception of claimants, on-call workers, trainees, staff on unpaid leave and staff on the minimum wage or minimum youth wage (including staff with an occupational disability who are employed under the Participation Act). For staff receiving a benefit under the Young Disabled Persons Disability Benefits Act (Wajong), the employer will be able to decide not to make the one-off payment if this is in the best interests of the staff member in question.

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Therefore, in the context of improving social safety and controlling workloads, the parties have agreed the following:

- a. The above statement will be included in the preamble to the collective labour agreement;
- b. The parties agreed that, in line with the existing reporting structure, each university will have a central reporting centre for all complaints and reports around social safety. This reporting centre will have an information desk/referral function that meets quality requirements (which are yet to be determined), including, at a minimum, security and confidentiality aspects. The aim is to ensure that people making a report can always go to a single location, where they will be referred to the right help or their report will be handled;
- c. A provision will be added to Clause E.6 of the collective labour agreement to the effect that the introduction of an ombudsperson role in universities will be evaluated in the autumn of 2024, with a special focus on ensuring the independence of the ombudsperson and escalation options. This evaluation will result in proposals for specific improvements;
- d. Employers make every effort to protect staff members, especially those on temporary contracts, when they make a report or complaint about social safety or are involved as witnesses. Employers will ensure that staff members who make a report or complaint are not disadvantaged as a result, for example in terms of their career prospects. Employers will actively inform staff about this protection;
- e. The following will be included in Annex E of the collective labour agreement: In a settlement agreement as referred to in Article 7: 900 of the Dutch Civil Code that contains a confidentiality clause relating to the mutual agreements, the following clause will be included: 'This confidentiality provision is without prejudice to the fact that the employer and/or employee, if they consider that inappropriate behaviour has occurred, may report it to the competent internal bodies of the employer and/or the police';
- f. The parties will take seriously the outcomes and recommendations in the Labour Inspectorate report and the sector report on workloads. As a result, they will give attention to:
 - The scheduling of breaks;
 - Actual task assignments, and in particular to lecturers' workloads;
 - Organising a workload conference in the spring of 2025, where HR and health and safety staff from universities, together with health and safety experts from unions and other workload experts from the field, can exchange ideas and experiences relating to the causes of and solutions to high workloads;
 - This conference will also serve as the kick-off event for a workload campaign to be launched by the parties to the collective labour agreement, along with SoFoKleS. One of the messages of the campaign will be that staff should use their holiday entitlements. The campaign will tie in with research conducted by SoFoKleS on high workloads.
- g. The working conditions sub-catalogue on psychosocial occupational stress adopted by the parties on 16 May 2024; workloads and social safety will be included in Annex J of the collective labour agreement, following approval by the Labour Inspectorate. This working conditions sub-catalogue is a menu of options for the targeted application of the Working Conditions Act in universities.

3. Quality of work

The parties agreed that:

- a. They will conduct an inventory of issues that arise in classification of jobs at universities. During the upcoming collective labour agreement term, the parties will discuss the application of the university job classification (UFO) system and identify where issues exist and how they can be overcome. Transparency is a key aspect here.

Topics on the agenda include:

- Joint implementation of roles/tasks within the UFO system
- Provision of information about the UFO system, its operation and function for staff, managers and HR and its application by managers and HR
- Discussing updates to the UFO handbook

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- Future-proofing the UFO system;
- b. In coordination with Loyalis, conducting another campaign in the first half of 2025 to raise awareness of voluntary disability insurance among university staff. This will be run through the institution;
- c. A study on how to improve the use of holiday entitlements and manage or reduce leave accumulation. This will include exploring additional options for the use of the 'options model', to be discussed during the consultation between UNL and the employee organisations.
The parties also agreed to clarify the current text of the collective labour agreement by rewriting Clause 4.7 to make it more practical to take leave. The study will also consider the advantages, disadvantages and options of additional leave savings;
- d. SoFoKleS will be asked to conduct a study on the contractual position and career and development opportunities at universities of staff employed as researchers, and postdoctoral researchers in particular (category 3 and 4 researchers), partly in view of their labour market position and career once their employment at the university ends. The outcomes will be discussed by the parties. A joint supervisory committee will be set up to draft the terms of reference and supervise the study.

4. Other agreements

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

- a. Individual universities will extend the union month referred to in Clause D.4 of the collective labour agreement to two months. To simplify implementation, the allowance in this clause will be increased to a fixed amount of €100;
- b. In the collective labour agreement drafting committee, the parties discussed a non-substantive textual clarification of the wording of the terms 'working hours' and 'unusual working hours' in the collective labour agreement;
- c. A provision will be added to the scope of the Sectoral Scheme on the Disputes Resolution Committee of Dutch Universities (clauses H.4 and J.4 of the collective labour agreement) to the effect that a dispute can also be submitted about facilities for disabled or chronically ill employees, such as workspace adjustments. It was also agreed that the disputes resolution committee will be chaired by an independent chair;
- d. In establishing the amended text of the Collective Labour Agreement for Dutch Universities, the collective labour agreement drafting committee will implement a number of non-substantive editorial/technical changes.

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Agreed on 23 July 2024,

FNV

B.H.G.T. Koekoek

FBZ

R. Barendse

AOB

D.O. Pechler, LLM

CNV

N.S.M. Heuwer

UNL

M. van der Starre