

MEMO

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FAQ on the Collective Labour Agreement negotiation settlement 2021–2022

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Introduction

As agreed in the meeting of HR directors of Dutch universities (HRNU), a FAQ has been produced to accompany the negotiation settlement for a new Collective Labour Agreement for Dutch Universities (CAO-NU) for the period from 1 January 2021 until 31 March 2022. This is a first version of the FAQ, containing a selection of the most common questions among the more than 100 received by the VSNU. The FAQ follows the order of the agreements in the negotiation settlement.

Once the settlement has been finalised on 1 August, a second version with additional questions will be produced during the month of August.

Although the contents of this memo have been prepared with care, inaccuracies cannot be entirely ruled out. These will be adjusted in the second version of this memo to be published in August.

Preliminary remarks

- For the time being, this remains a negotiation settlement only. Only once the trade unions have agreed to the settlement on 1 August (and this is by no means certain, due to the lack of agreements on permanent employment for teaching staff) will we know for sure whether there will be a new collective labour agreement (CAO).
- Only then can a start be made on drafting the new CAO text to lay down the final form of the CAO agreements, including the effective dates, which are currently still missing. This CAO text will therefore provide further clarity on a number of points.
- The questions raised will be taken into account when the CAO text is being drafted.
- The CAO-NU is a standard CAO (Article 1.4, paragraph 4). Any new CAO may affect universities' own policies to the extent that they test the limits of the CAO or are in violation of it.
- This FAQ focuses on the big picture. The second FAQ in August will contain more detailed questions. The basic assumption is that no clauses will be included in the CAO that deal only with a few individual problem cases. In such cases, a suitable individual solution must be found.

Term and remuneration

1. *Does the settlement include an instruction to make a one-off payment of €650 on 1 July?*
Yes. This was sent to HR directors on 8 July, along with the new wage tables that apply from 1 July 2021. The wage tables that will apply from 1 January 2022 will follow once the CAO signatories have adopted the text of the new CAO (expected in September 2021).
2. *Is it true that the introduction of the €14 minimum wage will have the effect of shortening pay scales 1–6?*
Yes, this is true. This has been solved by increasing all current salaries below €2,310 by this amount in the new wage table. As yet, no agreements have been concluded on any adjustments to the tables. This will be a topic for the next CAO negotiations.
3. *Does the minimum wage also apply to trainee design engineers (TOIOs) and employees covered by the Participation Act?*
No and no again. The €14 does not apply to TOIOs. They are not employed and as such do not receive a salary, but an allowance. This will be increased by 1.64%. For employees covered by the Participation Act, the statutory minimum wage (also increased again as of 1 July) and the pay scales derived from this in Table 4.3 of the CAO will continue to apply.

Job security and versatility: permanent employment

4. *As of 1 January 2022, how should I deal with staff who are currently in temporary employment or who are hired on a fixed-term contract before that date? Whose contracts should be converted to a permanent contract?*

Below is a schematic overview based on the various dates in the negotiation settlement:

- a. One year in temporary employment as assistant/associate/full professor or support and management staff prior to or on 1 January 2022:
-> conversion to permanent employment on 1 January 2022, unless unsuitable*.
- b. In temporary employment for less than one year as assistant/associate/full professor or support and management staff prior to 1 January 2022: -> conversion to permanent employment once 12 months of temporary employment have been reached after 1 January 2022, unless unsuitable*.
- c. Temporary employment ending prior to 1 January 2022:
-> temporary employment ends by operation of law on the contract end date.
- d. Temporary employment started prior to 25 June 2021 and ending no later than 1 August 2022 (contract start date can be later, provided this has been recorded in writing prior to 25 June):
-> temporary employment ends by operation of law on the contract end date.
- e. In temporary employment as assistant/associate/full professor or support and management staff after 1 January 2022 and temporarily employed by the university immediately prior:
-> conversion to permanent employment after 12 months of temporary employment upon proven suitability*.
- f. In temporary employment as assistant/associate/full professor after 1 January 2022 and NOT temporarily employed by the university immediately prior:
-> conversion to permanent employment after 18 months of temporary employment upon proven suitability*.
- g. Temporary academic staff who have been awarded a VIDI grant:
-> conversion to permanent employment as of 1 January 2022.

5. *In the agreement for academic staff, what does 'unless someone is newly employed' mean?*

This concerns academic staff newly employed by the employer. The condition of 18 months of temporary employment does not apply to staff who were already temporarily employed by the employer immediately prior (i.e. no interruption of six months) (in other words: not newly employed).

6. *Under what circumstances does temporary employment not have to be converted to permanent employment on 1 January 2022?*

There are several exceptions to the agreements on conversion to permanent employment.

These agreements apply only to assistant/associate/full professors and support and management staff. The agreements do not apply to staff such as:

- a. academic staff in a formally established tenure track, according to Article 6.6 of the CAO;
- b. support and management staff in positions that are temporarily externally funded;
- c. student assistants (who it seems to me are rarely employed for more than 12 months anyway);
- d. full professors who are employed for no more than 0.2 FTE;
- e. staff who are appraised as being unsuitable or having no proven suitability*;
- f. staff who reach or have reached state pension age.

In addition, several groups still need to be discussed with the trade unions, such as employees covered by the Participation Act, trainees, assistant professors who are financed externally, on-call workers and those replacing staff who have been absent due to illness for more than 12 months. The arrangements for these groups will be clarified in the agreements concerning the final CAO text.

7. **Why is there a distinction between 'unless unsuitable' and 'upon proven suitability'?*

The contracts of staff who are already employed will be converted 'unless unsuitable'. This concerns members of staff who have been employed long enough on the conversion date for an appraisal to be conducted. For newly employed staff, the normal procedure is that conversion will take place 'upon proven suitability', which is a somewhat tougher test.

Academic staff with a VIDI grant are considered suitable by definition, so in their case the appraisal can be omitted.

8. *Those in a tenure track are exempted from the agreement on permanent employment. What does that mean and what to do with an assistant professor in a tenure track: which rule takes precedence?*

This exclusively concerns academic staff in a formally established tenure track towards a permanent employment contract for a more senior academic position, according to Article 6.6 of the CAO. Article 6.6, paragraph 2a of the CAO specifies that this track should lead to a more senior academic position (not merely a higher job level), i.e. from lecturer/researcher to assistant professor or from assistant professor to associate professor. Ideally, these members of staff should also have a prospect of a full professorship. In this respect, a tenure track is an attractive alternative to direct permanent employment.

In the case of an assistant professor in a tenure track, therefore, the tenure track takes precedence (provided it meets the requirements of the CAO).

9. *Will Article 2.2a and Article 2.3, paragraphs 1a–c and paragraph 2 remain in the CAO? Will any transitional arrangements apply to this?*

In principle, these articles will remain in the CAO, but they may be renumbered during the drafting phase. These articles (and also other paragraphs of Article 2.3) will continue to apply to, for example, PhD candidates, researchers, lecturers, support and management staff employed on a project basis, full professors who are employed for no more than 0.2 FTE and others I have no doubt forgotten. On the other hand, the current paragraph 1d of Article 2.3 will disappear from the CAO; this had already been agreed with the trade unions due to its contravention of the Dutch Civil Code.

No specific transitional arrangements will apply. Assistant/associate/full professors and support and management staff whose contracts need to be converted to a permanent one at some point based on the new CAO agreements will have their contracts converted. For those who are not subject to this conversion obligation, the aforementioned articles will continue to apply.

Job security and versatility: reorganisations

10. *In the agreements on the new employment protection period, four months' notice is mentioned. This is not currently specified in the CAO, is it?*

The agreement on reducing the employment protection period from 10 to three months takes into account the fact that the statutory notice period for staff who have been employed for more than 15 years is four months, as laid down in the Dutch Civil Code. The current CAO makes use of the possibility to derogate from this. We will drop this derogation in cases of dismissal due to reorganisation as of 1 July 2023.

11. *What will be the wording of the amendment to the definition of 'reorganisation' and when will it take effect?*

The text is still to be determined by the CAO drafting committee (expected in September). As this text will also have to be incorporated into local regulations, an effective date is still to be determined. While this may not apply retroactively, it may apply, for example, from 1 January 2022. The determination of the date is up to the CAO signatories.

Working conditions: hybrid working

12. *Is the 'two days at home, three days at the university' rule an example or the default?*

A default has been chosen for those institutions that wish to make use of it in order to minimise the administrative burden. Another default may be chosen, or an agreement may be concluded based on the actual distribution of working hours. This is up to the institution.

13. *The working-from-home allowance may currently not be reimbursed on a tax-free basis. Does it need to be grossed up?*

The working-from-home allowance is a net amount of €2 per working day. At present, the working-from-home allowance is not a defined exemption. However, this allowance can be paid tax-free if it is included in the work-related expenses scheme. The Tax and Customs Administration has indicated that the work-related expenses scheme has already been expanded twice during the coronavirus period for this reason.

As per the Tax Plan 2022, the working-from-home allowance will become a defined exemption in 2022 and will therefore no longer need to be included in the work-related expenses scheme. The Tax Plan will be discussed in the House of Representatives this autumn. The amount of the exemption has not yet been announced.

14. *Is the internet allowance tax-free? Can it be adjusted locally?*

The internet allowance may be reimbursed on a tax-free basis as a defined exemption up to an amount of €25. Some universities had permission from their inspector to pay an even higher

allowance, but the CAO signatories have now reached a binding agreement (standard CAO) of €25.

For the time being, no agreements have been concluded on a proportional allowance. After all, a substantial part of the pay bargaining range (0.2%) is withheld as a contribution to the internet and working-from-home allowance.

These aspects may be taken into account when this allowance scheme is evaluated in mid-2022.

15. An institution can opt 'to provide everything needed for a home office or to provide an allowance for this purpose'. We have also included in our policy that we 'make available' certain things. Is that still possible?

During the negotiations, 'make available' was understood to be the same as 'provide'. If it is necessary for the drafting committee to mention this separately in the CAO text, we will of course do so.

Other agreements

16. What is the effective date of the non-substantive editorial/technical adjustments attached to the negotiation settlement?

These adjustments will only be implemented once the wording of the new agreements in the negotiation settlement has been converted to CAO text. This is expected to be in September.