

# CAO VO 2020

Collective labour agreement for  
secondary education



Secondary Education Council

# **CAO VO 2020**

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# FINAL AGREEMENT

The Secondary Education Council, established at Utrecht, represented in this matter by virtue of their powers of attorney by Mr. O.J.J. Peek,

hereafter referred to as the employers' organisation, acting in this matter on the basis of its statutory competence to conclude collective labour agreements (CAOs)

and

*Algemene Onderwijsbond AOb*, (General Union of Education Personnel) established at Utrecht, represented in this matter under its byelaws by H.J. de Moel,

*CNV Onderwijs*, affiliated to *CNV Connectief*, established at Utrecht, represented in this matter under its byelaws by J. de Vries,

*Federatie van Onderwijsvakorganisaties*, established at Zeist, represented in this matter under its byelaws by J. Veenstra,

*FNV Overheid*, established at Utrecht, represented in this matter under its byelaws by B. Koekoek

hereafter referred to as the trade unions,

hereby declare that they have agreed on the following:

The collective labour agreement for secondary education, which will enter into force on 1 January 2020.

Done in fivefold and signed on 12 May 2020 by:

,  
O.J.J. Peek  
For the Secondary Education Council

H.J. de Moel  
For the *Algemene Onderwijsbond AOb*

N.J. de Vries  
For *CNV Onderwijs*, affiliated to  
*CNV Connectief*

J. Veenstra  
For *Federatie van Onderwijs- vakorganisaties*

B. Koekoek  
For *FNV Overheid*

# 1. GENERAL PROVISIONS

## 1.1. Definitions

CAO	Collective Labour Agreement for Secondary Education
Career pattern	How employees reach the maximum salary scale for their job as indicated in Annexe 9 to this CAO
Central service organisation	The legal entity referred to in Section 53b of the Secondary Education Act (WVO)
Job	The activities to be performed by the employee under their employment contract
FUWA-VO 2002	The system used by the employer to describe and rate a job
Institution	A secondary school, with the exception of schools for secondary education that are part of an institution referred to in Section 1.1.1 (b) of the Adult and Vocational Education Act or central service organisation
Trainee teacher	A student in the final year of secondary teacher training as referred to in Section 33(9) of the Secondary Education Act, with whom a trainee contract has been concluded
Parties	Each of the following organisations: The Secondary Education Council (the employers' organisation) and The General Union of Education Personnel ( <i>Algemene Onderwijsbond AOb</i> ) <i>CNV Onderwijs</i> , affiliated to <i>CNV Connectief Federatie van Onderwijsvakorganisaties</i> and <i>FNV Overheid</i> (the trade unions)
Foster child	A foster child living under the terms of a foster

	contract at the same address as the employee and receiving care and an upbringing as a member of the employee's family
School year	The period from 1 August to 1 August of the following year
Trade Unions	The General Union of Education Personnel ( <i>Algemene Onderwijsbond AOb</i> ) <i>CNV Onderwijs</i> , affiliated to of <i>CNV Connectief Federatie van Onderwijsvakorganisaties</i> and <i>FNV Overheid</i>
Working day	Any day apart from a Saturday, Sunday or public holiday as referred to in Annexe 4
Employer	The legal entity or administrative authority forming the competent authority of one or more institutions; The consortium referred to in Section 1 of the Secondary Education Act
Employee	An individual working for the employer under an employment contract
FTE	The proportion of the standard full-time teaching post for which the employee has a contract calculated according to a mathematical formula and rounded to four decimal places
Wovo	Redundancy scheme for secondary school staff ( <i>Werkloosheidsregeling onderwijspersoneel voortgezet onderwijs</i> )
WMS	Participation (Schools) Act ( <i>Wet medezeggenschap op scholen</i> )
WVO	Secondary Education Act ( <i>Wet op het voortgezet onderwijs 1963</i> ) ( <i>Bulletin of Acts and Decrees 40</i> ), approved and with all recent amendments
Zavo	Secondary education sickness and invalidity scheme ( <i>Ziekte en arbeidsongeschiktheidsregeling voortgezet onderwijs</i> )

### **1.2. Scope, entry into force and duration**

1. With due regard for the provisions set out in paragraph 2 below, this CAO will apply to
  - a. all employees employed by the employer;
  - b. employees employed by a central service organisation run or jointly run by the employer.
2. This CAO will enter into force on 1 January 2020 and will expire on 31 December 2020.

### **1.3. Exceptions**

1. No exceptions will be allowed to the articles of Part 1.
2. The agreements set out in Part 2 may be regarded as baseline agreements.
3. If this CAO leads to blatantly unfair, manifestly unreasonable or unintended consequences, the parties to it may enter into negotiations to seek an appropriate solution.
4. An employer may replace Part 2 of this CAO with an institution CAO concluded with the trade unions that are parties to this CAO.
5. If trade unions fail to reach agreement with an employer about a new institution CAO as referred to in paragraph 4, the agreements in the existing CAO will take precedence over those in the CAO for secondary education applicable at that time.

## PART 1

## 2. GENERAL WORKING HOURS

1. A standard full-time teaching post comprises 1,659 working hours annually.
2. Application of social security legislation and regulations is based on 36.86 working hours per week.



## 3. SALARY

### 3.1. Salary and career pattern

Employees are paid in accordance with the career pattern corresponding to their job. The applicable career patterns are listed in annexe 9 to this CAO.

### 3.2. Salary measures

1. Salaries will be raised by 2.75% as of 1 March 2020.
2. Employees employed by the employer on 1 June 2020 will receive a one-off bonus of €750, or pro rata bonus based on the working time specified in their employment contract<sup>1</sup>.

### 3.3. Entry-level and step-up jobs

1. The following applies to the jobs of employees appointed under the Entry level and step-up jobs scheme for the long-term unemployed (*Regeling in- en doorstroombanen voor langdurig werklozen* (Bullentin of Acts and Decrees 1998, no. 246, approved, with most recent amendments):
  - a. for entry-level jobs: a maximum of scale 1; and
  - b. for step-up jobs: a maximum of scale 2 and 3.
2. A start-up phase, as set out in annexe 9C, will apply to employees appointed to the entry-level jobs referred to in paragraph 1. On their appointment, the salary will be set at the lowest level specified for the start-up phase.
3. The provisions of article 12.2 will not apply to employees appointed in entry-level jobs as referred to in paragraph 2.

### 3.4. Salary scales for trainee teachers

The salary of a trainee teacher with an employment contract – based on a full-time job – is 50% of the starting salary for experienced teachers (LD).

### 3.5. Loyalty allowance

1. The loyalty allowance is intended for:
  - a. employees in teaching jobs;
  - b. employees in management jobs, insofar as they receive no allowance on the grounds set out below at d.
  - c. employees in scale 9 jobs;
  - d. from 1 January 2019, teaching team leaders or heads of department in scale 12.
2. The loyalty allowance is awarded if on 1 August of the current year the employee's remuneration is equivalent to the maximum salary for that job or higher than the maximum due to regulations guaranteeing existing entitlements. This is subject to the provision that employees whose job has been downgraded on the basis of the FUWA job rating system will not receive the loyalty allowance

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<sup>1</sup> See annexe 8 for the method used to calculate the one-off payment

until 1 August of the year in which they reach the maximum salary for the scale on which their FUWA transitional regime is based.

3. The loyalty allowance is awarded once a year in the month of August. Only in the event of an unsatisfactory performance assessment may the employer decide, once only, to postpone the first payment of the loyalty allowance by a year.
4. The loyalty allowance for a standard full-time job with effect as of 1 March 2020 is as follows:

Job	
Management	€ 260,03
Teacher	€ 1567,58
Scale 9	€ 260,03
Teaching team leader or head of department in scale 12	€ 1567,58

5. The loyalty allowance will be calculated and its effects identified in accordance with the provisions of annexe 8.
6. Teachers, teaching team leaders and heads of department in scale 12 will received a pro rata loyalty allowance for the months of the year that they are employed by the employer, starting in September. In the event of resignation or dismissal, payment will take place immediately and will be calculated over the period from September to the date on which resignation or dismissal takes effect. The provisions of this paragraph do not apply to employees who have not yet received their first loyalty allowance.<sup>2</sup>
- 7 De bindingstoelage is niet verschuldigd indien de onderwijskundig team- of afdelingsleider reeds een bindingstoelage - in deze of een andere vorm met

### 3.6. End-of-year bonus

1. Employees employed at the institution at any point in a calendar year will receive an end-of-year bonus of 8%.
2. Employees employed for part of the year will receive a pro rata bonus. In the event of resignation or dismissal, the bonus will be paid directly.
3. The end-of-year bonus will be calculated and its effects identified in accordance with the provisions of annexe 8.
4. The provisions of paragraph 1 notwithstanding, employees falling within the early retirement (VPL) transitional regime will receive an end-of-year bonus of 6.6%.
5. The end-of-year bonus is regarded as salary and part of the income referred to in the pension regulations.

### 3.7 Extra end-of-year bonus

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<sup>2</sup> The consequence of this provision is that a distinction is made between teachers receiving a loyalty allowance for the first time and those who have received a loyalty allowance before. The regulations on accumulation of entitlements apply to the latter only. No loyalty allowance will be awarded to teachers who are dismissed or resign before the August of the year in which they are first entitled to an allowance. Teachers who are dismissed or resign before the August of the year in which they are entitled to a loyalty allowance and who have received a loyalty allowance in previous years, are entitled to a pro rata allowance over the months from the August of the previous year.

1. Employees appointed to one or more scale 1 to 8 jobs within a single calendar year will receive an extra end-of-year bonus in addition to the end-of-year bonus referred to in article 3.6. The extra bonus amounts to €1,200 before tax for a full-time job.
2. The extra end-of-year bonus is calculated over each month of the calendar year in which the employee was employed and received a salary.
3. Employees receive the extra end-of-year bonus in the month of December. Employees employed for part of the year will receive a pro rata bonus. In the event of resignation or dismissal, the bonus will be paid directly.
4. The extra end-of-year bonus is regarded as salary and part of the income referred to in the pension regulations.

### **3.8. Holiday allowance**

1. The holiday allowance amounts to 8% per calendar month of the salary received by the employee in that month. It is payable once a year in the month of May for the period of twelve months up to and including May. In the event of resignation or dismissal, the employee will receive a holiday allowance over the period dating from the end of the last period over which they received a holiday allowance and the date of their dismissal/resignation.
2. For employees entitled by virtue of the provisions of paragraph 2 to a payment of less than €137.61 over the applicable month, the holiday allowance will be set at said amount.
3. The amount referred to in paragraph 2 will be reduced proportionately if:
  - a. the employee is appointed to a part-time post;
  - b. the employee's salary was payable from a day other than the first day of the month or they received no salary or only a percentage thereof for part of the month.

## 4. SOCIAL SECURITY

### 4.1. Pensions

The provisions of the ABP pension fund regulations apply to the pensions of employees regarded as public servants under the ABP Pension Fund (Privatisation) Act (*Wet privatisering ABP*).

### 4.2. Sickness and invalidity

1. The following will apply to employees and former employees referred to in article 4.1 who are unable to perform any or only part of their work due to sickness or invalidity:
  - a. the provisions set out in annexe 9 (Zavo) to this CAO;
  - b. the provisions of the ABP pension fund regulations.
2. Statutory employment insurance schemes are applicable to employees and former employees other than those referred to in paragraph 1.

### 4.3. Reintegration

1. If an employee becomes or is at risk of becoming redundant, both the employer and the employee, working in tandem and individually, will make a demonstrably optimum and active effort to ensure that the employee finds employment elsewhere as soon as possible.
2. Under Section 72A of the Unemployment Insurance Act (*Werkloosheidswet, WW*), the employer has a statutory duty to ensure the reintegration of the former employees. To this end, the employer drafts a reintegration plan and, possibly, a reintegration agreement (IRO) in consultation with the former employee. Under the provisions of the Unemployment Insurance Act, the former employee is required to cooperate with their former employer in these reintegration activities.

### 4.4. Unemployment benefit

In the event of total or partial unemployment, employees and former employees, as referred to in article 4.1, are entitled to unemployment benefit provided they meet the requirements set out in the provisions of the Unemployment Insurance Act (WW). They are also entitled to supplementary benefit pursuant to the provisions set out in annexe 10 (Wovo) to this CAO, provided they meet the relevant requirements.

#### **4.5. Comprehensive approach**

Employees and former employees are entitled to receive preliminary advice and follow an intensive reintegration programme and/or to receive wage support if they satisfy the conditions set out in annexe 12 (Comprehensive approach) to this CAO.

## 5. JOBS AND JOB RATING

### 5.1. Job rating

The employer rates jobs according to the FUWA-VO 2010 job rating system.

### 5.2. Job mix

1. The job mix <sup>3</sup> and possible agreements on customisation form the basis for consultations with the participation council or joint participation council staff representatives on the multiyear staff establishment plan.
2. The social partners will continue to monitor development of the job mix percentages at sector level and in the event of a falling national trend will make appropriate agreements.

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<sup>3</sup> Go to [www.functiemix.nl](http://www.functiemix.nl) for more information on the job mix and related statistics (in Dutch)

## **PART 2**

## 6. WORKING HOURS

### 6.1. Number of working hours

1. Employees are appointed in a full-time or part-time job.
2. The rights and duties of employers and employees in relation to each other as identified in this CAO apply proportionately to full-time and part-time jobs, unless otherwise determined elsewhere in this CAO.
3. The jobs of employees working under an open-ended employment contract may not be cut back against their will, unless working hours elapse automatically, pursuant to the provisions of paragraph 6 and article 10.2.
4. The employment contract may be expanded temporarily if the employee is required to perform duties as referred to in article 9.2, paragraph 4, under the conditions referred to in this article and with due regard for the provisions of article 6.1, paragraphs 5 and 6.
5. The employee's working hours may not exceed 120% of the working hours for a standard full-time job.
6. Working hours may be expanded beyond the working hours for a standard full-time job for one school year only. Expansion of working hours beyond those for a standard full-time job, or of the working hours that exceed those for a standard full-time job, elapses automatically and cannot lead to a permanent appointment.

### 6.2. Working time

1. In consultation with the participation council or joint participation council staff representatives, the employer will draw up working time and rest break regulations specifying the following:
  - a. number of working days per week;
  - b. the times at which the institution is open with a view to enabling employees to work;
  - c. rest breaks;
  - d. how the provisions of the other paragraphs of this article will be implemented.
2. In consultation with the participation council or joint participation council staff representatives, the employer may draft a working time model applicable to one or more job groups within the job category 'support staff'.



3. Unless the provisions of paragraph 2 are applicable to them, support staff may choose one of the following working time models:
  - a. a timetable of 40 clock hours per week;
  - b. a timetable of 38 clock hours per week;
  - c. a timetable of 36 clock hours per week or
  - d. a timetable agreed with the employer.
4. Unless otherwise agreed with the employee and/or the participation council or joint participation council staff representatives, the following table will apply to the deployment of employees:

PPA time	Maximum number of mornings or afternoons available for work	Maximum number of days for timetabled work activities
to 0.1000	2	1
to 0.2000	2	2
to 0.3000	3	3
to 0.4000	4	3
to 0.5000	5	3
to 0.6000	6	3
to 0.7000	7	4
to 0.8000	8	4
to 0.9000	9	5
> 0.9000	10 *	5

\* Schools able to plan the timetable so that timetabled work activities for employees working more than 0.9 directed hours weekly can be scheduled on nine mornings or afternoons, will make every effort to do so.

5. The actual days or parts of days in which timetabled teaching time is scheduled for part-time employees will be set by the employer in consultation with the employee, where possible in consecutive blocks, taking account of the employee's other duties.

### 6.3. Compensation for overtime

1. Employees whose jobs are rated in scales 1 to 8 are entitled to compensation if for or on behalf of the employer
  - a. they perform work at a time other than the weekly working hours agreed pursuant to article 6.2 and
  - b. they exceed their normal daily working hours by more than half an hour.
  - c. Compensation in time is equivalent to:
    - a. the number of hours worked in excess of the weekly working hours agreed with the employer and
    - b. additional hours, with every hour worked in excess multiplied by a factor specified in the table below.
2. In deciding on compensation as referred to in paragraph 1, the employee may choose one of the following:
  - a. to take the hours as leave;
  - b. to receive payment for these hours, with hourly wage set at 1/138<sup>th</sup> of their gross monthly salary.
3. To determine how many hours the employee has worked in excess, account will be taken of the following:
  - a. number of hours' leave to which they are entitled pursuant to paragraph 1;
  - b. number of hours' holiday leave to which they are entitled pursuant to article 14.2.

Compensation for 0.5 to 2 clock hours between	On Sundays and public holidays listed in annexe 4	On Mondays	On Tues, Wed, Thurs or Fri	On Saturdays
00.00 and 6.00	1	1	0.5 or 1*	0.5 or 1*
06.00 and 18.00	1	0.25	0.25	0.5
18.00 and 20.00	1	0.25	0.25	0.75
20.00 and 24.00	1	0.5	0.5	0.75

\* If it is a day following a public holiday as referred to in column 2.

Compensation for hours in excess of 2 clock hours between	On Sundays and public holidays listed in annexe 4	On Mondays	On Tues, Wed, Thurs or Fri	On Saturdays
0.00 and 06.00	1	1	0.5	0.5
06.00 and 18.00	1	0.5	0.5	0.5
18.00 and 20.00	1	0.5	0.5	0.75
20.00 and 24.00	1	0.5	0.5	0.75

#### **6.4. Compensation related to a change in work schedule**

1. Employees whose jobs are rated in scales 1 to 8 are eligible for compensation if their work is unexpectedly moved to a different time than originally scheduled in the timetable. 'Unexpectedly' means here that the employer gave notice of the change less than 96 clock hours in advance.
2. In deciding on compensation as referred to in paragraph 1, the employee may choose one of the following:
  - a. to take the hours as leave;
  - b. to receive payment for these hours, with hourly wage set at 1/138<sup>th</sup> of their gross monthly salary.
3. Compensation factors amount to half of those listed in article 6.3. paragraph 1. No compensation will be awarded if article 6.3. applies.

## 7. AGE-AWARE PERSONNEL POLICY

### 7.1. Individual budget

1. Each year, employees have a basic entitlement of 50 clock hours which they can use to make choices that are most appropriate to their stage in life and personal situation and which can ensure their long-term employability.
2. a. The provisions of paragraph 1 also apply to the first 12 months of an employment contract for substitution of staff on sick leave. However, the employee will have no freedom of choice in relation to the options specified in the relevant articles. Instead, the hourly wage will be raised by the factor 1.03.  
b. The provisions of paragraph 1 will not apply to new teachers who have 20% less timetabled teaching time in their first year, and 10% less in their second year.

### 7.2. Options

#### Work activities

1. a. Teachers are entitled to use their basic entitlement to adapt their work activities, through a reduction in their teaching time or other tasks. Use of the entitlement, for which the teacher is required to account, may not lead to a reduction in their annual working hours.  
b. In schools that timetable 50 minute periods, teachers working full-time who decide to reduce their timetabled teaching time are entitled to reduce their weekly teaching time by one period, or the equivalent.

#### Leave

2. a. Employees are entitled to use their basic entitlement as leave with a view to ensuring long-term employability.  
b. Employees may save their basic annual entitlement. The following applies.
  - i. The value of each hour saved over the previous 4 years is equivalent to the value of an hour's leave (time for time).
  - ii. If hours are saved for longer than 4 years, the value of the hours saved in the previous four years will be fixed, with the balance at the end of each first year converted into money, the sum calculated by multiplying the hours saved by the hourly rate applicable on the 1 August on which the four-year cycle ends. The balance may be withdrawn at a later date for use as leave. Its value will be calculated by dividing the sum of money saved by the hourly rate applicable at the time of withdrawal.

- c. If the basic entitlement is used for leave, this should be taken on termination of the employment contract. If the employer does not enable the employee to take up this leave, the balance will be payable on termination of the employment contract.
- 3. a. In addition to the basic entitlement, employees aged 57 and over are entitled to supplementary leave of no more than 120 hours a year.
- b. Employees who decide to make use of the entitlement to supplementary leave as referred to at a. are required to contribute to the costs. The size of the co-payment is as follows:
  - i. for scale 1 to 8 jobs: 40%;
  - ii. for jobs in scale 9 and higher: 50%.

The following formula will be used to calculate the deduction: *(hours of additional annual leave/ annual working hours) × (12 times monthly salary) × percentage co-payment.*

- c. All claims to leave related to salary as referred to at a. will be calculated on the basis of the salary the employee would have received if they had not made use of this scheme. All other conditions of employment (except the leave referred to in this section) will be granted to the employee on the basis of FTE minus total leave (basic entitlement and supplementary leave).
- 4. a. Teachers and members of support staff with teaching duties who are aged 57 and over are entitled to an annual reduction of 170 hours of maximum timetabled teaching time, comprising three 50 minute periods, or the equivalent..
- b. The employer will enable employees to take this 170 hours' annual leave in a recognisable form, i.e. as a free morning or afternoon.
- 5. Teachers and support staff with teaching duties may decide to use these 170 hours a year to reduce their timetabled teaching time to a maximum of four days a week. The employer may call on these employees to perform non-teaching duties on the non-timetabled day, albeit on no more than 10 mornings or afternoons a year.
- 6. a. Employees who make use of their supplementary leave entitlement as referred to in paragraph 3a are also entitled to additional annual leave of no more than 170 hours.
- b. Teachers and support staff with teaching duties are entitled to take their total entitlement in the form of a reduction in maximum teaching time of six 50 minute periods or the equivalent.
- b. Employees must have the opportunity to take the 340 hours' leave in a recognisable form, i.e. as a day off.
- c. Employees' are required to make a co-payment of 100% for these hours of leave. All claims related to salary will be calculated over the salary minus this co-payment. All other conditions of employment will be granted to the employee on the basis of FTE minus total leave (basic entitlement + supplementary entitlement + additional leave).
- d. The employer and employee will pay pension contributions over these hours as if no claim was made to the entitlement referred to at a.
- 7. If the employer requires the employee to work on a morning or afternoon of a day's leave, as referred to in paragraph 4b or 6c, the employee is entitled to compensatory leave. This requirement may only be made of the employee three times a year. This article is not applicable to employees who make use of the provisions of paragraph 5.
- 8. Employees aged 57 and over may also opt to phase out their career using a savings facility. They are then entitled to save 170 hours' a year to take up at a later date. They may take no more than 340 hours' leave a year. The employer must enable employees to take this leave in a recognisable way, i.e. as a day off. 340 hours' leave entitles teachers and support staff with teaching duties to a reduction in timetabled teaching time of six 50 minute periods. Leave not taken up lapses on termination of the employment contract.
- 9. a. The leave entitlements referred to in paragraphs 3 and 6 will not apply until the first day of the month following the month in which the employee turns 57.
- b. In the interests of the organisation, the employer may decide that an employee may not take up leave from the date requested, but from a later date. In that case, the employee may take up the leave from no later than the first day of

the school year following the date on which they wished to make use of the scheme.

10. In any year, the leave referred to in paragraphs 3 and 6 may never be shorter than in the previous year, if the employee's contracted hours remain the same.
11. In any year, employees taking up leave as referred in paragraphs 3 and 6 school may not save leave over that year.
12.
  - a. In the event of illness, leave as referred to in paragraph 2 will be suspended.
  - b. In the event of illness or special leave, leave as referred to in paragraphs 3 and 6 will not be suspended.
13. In the event of illness during leave as referred to in paragraphs 3 and 6, the employee's salary for the first twelve months will amount to 100% of the original salary minus the co-payment. After twelve months, the salary will amount to 70% of the original salary, with no co-payment.

#### Other options

14. The hours in the basic entitlement may be paid out. The value of the basic entitlement may be used for the following purposes:
  - a. as a contribution to the costs of childcare;
  - b. to raise the pension entitlement.
15. Employees in scales 1 to 8 may opt to have their basic entitlement paid out on an annual basis, in accordance with the following formula: 50x the hourly rate belonging to the salary scale.
16. The hourly rate is 1/138 of the gross monthly salary.

### **7.3. Other provisions**

1. The employer may not exclude any of the options listed in article 7.2.
2. Leave as referred to in this section may not constitute early retirement within the meaning of the 2011 Order implementing salaries taxes (Uitvoeringsregeling loonbelasting 2011) (2018 version). In any event, employees should actually work for at least 50% of their contracted hours each week prior to their taking up leave.
3. The total amount of leave saved by the end of a calendar year, in combination with other leave entitlements, may not exceed the weekly working hours calculated over 50 weeks.
4. A transitional scheme will apply in respect of the provisions of article 7.2. paragraph 3c, article 7.2. paragraph 6d and article 7.4 paragraph 9 of the CAO on the granting of other conditions of employment (not related to salary).  
If on 8 April 2020, the regulations applicable to conditions of employment are more favourable to the employee, these regulations will continue to apply to 1 August 2022. After this date, the other conditions of employment will be granted on the basis of the provisions included in this section, unless different agreements are reached in the interim. The provisions of this paragraph will lapse as of 1 August 2022.

### **7.4. Transitional scheme**

Employees who had reached the age of 52 or over on 1 August 2009 and have been employed from that date by a governing body of an education or research institution funded by the Ministry of Education, Culture and Science or of an education institution funded by the Ministry of Agriculture, Nature Management and Food Quality, may make use of the transitional scheme set out below instead of the structural scheme. The reference date for entitlement to participation in the transitional scheme and for the various age categories is 31 July 2014. Employees need to have notified their employer that they will participate in, or forgo or limit their entitlement to participation in the transitional scheme at the start of the 2014-2015 school year, in accordance with agreements at school level.

### 52 to 56 age category

1. a. Employees in the 52 to 56 age category who were participating in the Participation (promotion) scheme for older employees (BAPO) on 31 July 2014 continue to be entitled – for no more than five years – to a maximum of 170 hours' annual leave with a co-payment of 50% over leave in excess of 50 hours. Entitlement to participate in the transitional scheme terminates as soon as the employee is eligible for the supplementary leave entitlement referred to in article 7.2. paragraph 3.
- b. Employees in the 52 to 56 age category not participating in the Participation (promotion) scheme for older employees (BAPO) on 31 July 2014 may decide to take part – for no more than five years – in this scheme, as referred to in paragraph 1a. This option lapses as soon as the employee turns 57. As long as the employee has made no decision in the matter, they are eligible for the basic entitlement referred to in article 7.1. paragraph 1.

### 56 and over age category

2. a. Employees in the 56 and over age category who were participating in the Participation (promotion) scheme for older employees (BAPO) on 31 July 2014 continue to be entitled to a maximum of 340 hours' annual leave with a co-payment of 50% for leave in excess of 50 hours until their employment contract ends.
- b. Employees in the 56 and over age category who were not participating in the Participation (promotion) scheme for older employees (BAPO) on 31 July 2014 may decide within five years to join the scheme referred to at a.
- c. As long as the employee has made no decision in the matter, they are eligible for the basic entitlement referred to in article 7.1. paragraph 1. If at any time they decide to make use of the supplementary leave entitlement referred to in article 7.2 paragraph 3, they will no longer be eligible for the transitional scheme.

### General provisions

3. The percentages referred to article 7.4 paragraphs 1 and 2 notwithstanding, a 40% co-payment is required of support staff in scales 1 to 8. If the employee had already reached the age of 61 on 31 July 2014, the co-payment will be set at 20%.



4. For the duration of this CAO, 170 or 340 clock hours' annual leave for teachers will lead to a reduction in maximum timetabled teaching time of three or six 50 minute periods, or the equivalent thereof, respectively.
5. The employer will enable the employees to take up the leave referred to in article 7.4 paragraphs 1 and 2 in a recognisable form, i.e. as a morning or afternoon off (170 hours) or a whole day off (340 hours).
6. In any year, leave may never be shorter than in the previous year, if the employee's contracted hours remain the same.
7. Employees taking up leave under this transitional scheme in any year will not be able to save up leave in the same school year.
8. Leave saved under the Participation (promotion) scheme for older employees (BAPO) will be respected, and may be taken up under the existing conditions. In taking up this leave, the maximum of 340 hours, as referred to in article 7.2 paragraph 8 does not apply.
9. All claims related to salary will continue to be calculated on the basis of the salary the employee would have received if they had not participated in the scheme. All other conditions of employment (apart from the leave referred to in this section) will be granted to the employee on the basis of FTE (in hours) minus total leave.
10. Illness or long-term extraordinary leave will not lead to suspension of the leave as referred to in article 7.4. paragraphs 1 and 2.
11. In the event of illness during leave as referred to in article 7.4 paragraphs 1 and 2, the employee's salary for the first twelve months will amount to 100% of the original salary minus the co-payment. After twelve months, the salary will amount to 70% of the original salary, with no co-payment.

## 8. POLICY ON TASK ALLOCATION

### 8.1. General provisions

1. The employer will pursue a policy on task allocation based on the size of the standard full-time teaching post.
2. Policy on task allocation aims for a balanced distribution of the work required of the employee and pressure of work over the school year.
3. Policy will focus on:
  - a. definition of a lesson;
  - b. planning, preparation and assessment (PPA) time (PPA percentage and definition);
  - c. maximum weekly timetabled teaching time;
  - d. professional development;
  - e. description of other tasks and standardised times;
  - f. analysis of and solutions for pressure of work on support staff;
  - g. introduction and monitoring of regular work meetings between support staff, training/further training for support staff (in particular, for staff charged with supervisory tasks);
  - h. annual evaluation of policy on task allocation.
4. The employer drafts policy on task allocation in consultation with the participation council or joint participation council staff representatives, with due regard for the provisions of paragraph 5.
5. The agreements reached in consultation with the participation council or joint participation council staff representatives on changes to the system underpinning policy on task allocation, as applicable on 1 January 2009, including agreements reached with the trade unions, will be discussed with the employees of the institution or organisational units involved, and will be put to them for approval. Approval requires a two-thirds majority in accordance with the provisions set out in regulations on the matter drawn up by the employer in consultation with the participation council or joint participation council staff representatives. Policy on task allocation may not be amended without the approval of this two-thirds majority.
6. The provisions of paragraph 4 notwithstanding, the employer and/or the participation council or joint participation council staff representatives may decide to enter into negotiations with the trade unions involved in this CAO on changes to the system underpinning policy on task allocation applicable on 31 December 2008.

## **8.2.Pressure of work/time for educational development**

1. Maximum timetabled teaching time amounts to 750 clock hours a year, unless other agreements have been reached at institution level and/or the employer has made other arrangements, in consultation with the participation council or joint participation council staff representatives, and with due regard for the provisions of article 8.1. paragraph 5 of the CAO.<sup>4</sup>
2. At institutions where the maximum timetabled teaching time amounts to 750 or more clock hours a year, this will be reduced by 30 clock hours a year as of 1 August 2019. Time for planning, preparation and assessment (PPA) activities will be added, so that a total of 50 clock hours will be freed up. These hours will be available as time for educational and professional development.
3. As of 1 August 2019, educational and professional development will be included as a separate part of the working year, incorporating the freed-up 50 hours.
4. The teaching staff will hold talks on use of the freed-up hours. These talks will be held within teams, departments or other groups to be decided by the school.
5. After the teaching staff have held these talks, each teacher will consult with the head of school and reach agreement on the use of the freed-up hours in the following school year.
6. As part of the professional interview cycle, teachers will account each year for the activities they have performed as follow-up to these agreements.
7. Pressure of work will be taken permanently on board in performance interviews.
8. Reduction of timetabled teaching time pursuant to these agreements will be achieved by adjusting the curriculum and thus timetable at institution or school level, using the scope provided for this in the Teaching Time Act. Consultations between the employer, the participation council and the teaching staff on adjustment of the timetable will be held in the 2018-2019 school year.

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<sup>4</sup> The assumption is that 750 hours' annual timetabled teaching time is a good indication of the current maximum at the great majority of institutions. The social partners agree that 750 clock hours, with a maximum distribution of teaching time over 37.8 school weeks, enables 23.8 50 minute periods to be timetabled each week.

They should be concluded by 1 March 2019 at the latest and followed by agreement with the participation council or joint participation council staff representatives on adjustment of the curriculum, with the participation council or joint participation council staff representatives taking due note of support among the teaching staff for these measures.

9. The provisions of article 8.1 paragraphs 4.5 and 6 (General provisions, including approval by a two-thirds majority of employees) do not apply to these agreements.
10. If adjustment of the timetable leads to serious organisational or financial problems or problems in relation to teaching, or if no agreement can be reached with the participation council, the employer made decide not to introduce a reduction in timetabled teaching time of 30 hours, with PPA time. However, this is only possible after the employer has invited the parties to this CAO for consultations.

### **8.3.New teachers**

New teachers are entitled to a 20% reduction in timetabled teaching time in the first year of their appointment, and a 10% reduction in their second year.

New teachers are members of staff in their first regular appointment in a teaching job, regardless of number of contracted working hours. The reduction in timetabled teaching time relates to the teaching time for a comparable appointment as specified in the institution's policy on task allocation. A previous appointment as a trainee or supply teacher will have no limiting effect on this agreement.

### **8.4.New school leader**

The employer will provide an introductory programme for new school leaders, including the necessary time.

New school leaders are employees in their first regular appointment in a school leadership job, regardless of number of contracted working hours.

### **8.5.Teaching time**

The employer and the participation council or joint participation council staff representatives will hold consultations at least once a year on the effects of the amendments of 1 August 2014 to the Teaching Time Act.

### **8.6.Voluntary agreement on staff shortages and relief of pressure of work**

With the conclusion of the Voluntary Agreement on staff shortages and relief of pressure of work, in November 2019, funds have become available for measures to relieve pressure of work and tackle shortages of teaching staff in secondary schools. A sum of €150 million was paid to the sector in December 2019. Each school received a share (€155 per pupil), to be spend by 2021 at the latest.

Parties to the voluntary agreement have agreed that they will actively engage with staff in committing the funds. How, and in which teacher forums – teams, departments or other group to be determined by the school – the consultations on expenditure of the funds will be held, will be determined in advance.

Expenditure of these funds will be accounted for in the 2019, 2020 and/or 2021 annual reports, depending on the year in which the funds were spent. The following matters will be dealt with:

- total amount to be spent by governing body;
- how and with whose involvement the funds were spent;
- what the funds were spent on and
- how the evaluation will take or has taken place, including the outcome.

# 9. EMPLOYMENT CONTRACT

## 9.1. Employment contract

1. On starting a job, employees will receive an employment contract corresponding to the model included in annexe 1.a or 1.b.
2. Without prejudice to the provisions of articles 9.2., 9.3., 9.5., 9.6. and 9.7., the employment contract will be open-ended.

## 9.2. Fixed-term employment contract

1. A fixed-term employment contract may be agreed by way of probationary period, with the prospect of an open-ended contract. This employment contract is agreed for no more than 12 months. In exceptional cases, this period may be prolonged by a second period of no more than 12 months.
2. At least two months before expiry of the fixed-term employment contract, as referred to in paragraph 1, agreed for no longer than 12 months, but with the prospect, in writing, of an open-ended employment contract, the employer will decide whether, as of the date of expiry, they will
  - a. give the employee an open-ended employment contract; or
  - b. prolong or renew the employee's fixed-term employment contract; or
  - c. give the employee no new employment contract. In this case, the employer is required to give immediate, written notification of their decision.

### Explanatory note

The following will be regarded as equivalent to a 12 month employment contract as referred to in the first sentence:

- an employment contract starting on the first day after the summer holiday and ending on the day before the start of the summer holiday in the following year;
  - consecutive fixed-term employment contracts, totalling 12 months.
3. If the employer fails to take the decision referred to in paragraph 2 on time, the employee will be regarded as having been awarded a prolonged fixed-term contract on the same conditions as the previous contract.

4. A fixed-term employment contract may also be agreed with the following:
  - a. a substitute for an employee temporarily absent for no more than a year;
  - b. an employee filling a temporary job vacancy for no more than a year at a time;
  - c. an employee whose work is confined to contract activities, or an employee contracted exclusively to stand in for them, for no more than two years;
  - d. an employee whose work is confined to project activities for which additional funds have been allocated, or an employee contracted exclusively to stand in for them, for no more than four years;
  - e. employees who have reached retirement age, for no more than one school year at a time.
5. The total number of consecutive fixed-term contracts of employment referred to in paragraphs 1, 3 and 4 a to c may not exceed three, with a total length of no more than two years. If the employment contract is prolonged it will be open-ended..
6. If on the basis of multi-year information policy, the employer expects problems to arise in relation to the staff complement, they may depart from the provisions of paragraph 4b and 5 of this article and, with the approval of the participation council or joint participation council staff representatives, extend the total length of consecutive contracts of employment to a total of no more than three years.
7. The total number of consecutive fixed-term contracts of employment as referred to in paragraph 4d may not exceed four, with a total length of four years. If the employment contract is subsequently prolonged, it will be open-ended.
8. The total number of consecutive fixed-term contracts of employment referred to in paragraph 4e may not exceed six, with a total length of four years. If the employment contract is subsequently prolonged, it will be open-ended.
9. Contracts of employment interrupted for six months or less will be regarded as consecutive.

10. If the first employment contract is open-ended, a probationary period of no more than two months, as referred to in article 7: 652 of the Civil Code, may be agreed in writing. In accordance with the provisions of article 7:676 of the Civil Code, both the employer and the employee may terminate the employment contract without giving notice at any time during this probationary period.

### **9.3 Transitional regulations for public-authority schools**

1. The provisions of article 9.2 of the CAO will apply to public-authority secondary schools as of 1 August 2021. Until that date, the following will apply.
2. A fixed-term employment contract may be agreed by way of probationary period, with the prospect of an open-ended employment contract. This employment contract may be concluded for no more than 12 months. In exceptional cases, this period may be prolonged by no more than 12 months.
3. At least two months before the date of expiry of the fixed-term employment contract agreed by way of a probationary period of at least 12 months, the employer will decide, whether, as of the date of expiry, they will
  - a. give the employee an open-ended employment contract; or
  - b. renew or prolong the fixed-term employment contract; or
  - c. give the employee no new employment contract. In this case, the employer must give immediate, written notification of their decision.

#### **Explanatory note**

The following will be regarded as equivalent to a 12 month employment contract, as referred to in the first sentence:

- an employment contract starting on the first day after the summer holiday and ending on the day before the start of the summer holiday in the following year;
  - consecutive fixed-term contracts of employment totalling 12 months.
4. If the employer fails to take the decision referred to in paragraph 3 on time, the employee will be regarded as having been awarded a prolonged fixed-term contract on the same conditions as the previous contract.



5. A fixed-term employment contract may also be agreed with the following:
  - a. a substitute for an employee temporarily absent for no more than a year;
  - b. an employee filling a temporary job vacancy for no more than a year at a time;
  - c. an employee whose work is confined to contract activities, or an employee contracted exclusively to stand in for them, for no more than two years;
  - d. an employee whose work is confined to project activities for which additional funds have been allocated, or an employee contracted exclusively to stand in for them, for no more than four years;
  - e. employees who have reached retirement age, for no more than one school year at a time.
6. An employment contract agreed on the basis of the provisions of article 5a which has continued without interruption for at least 24 months, and has been prolonged, but no longer on the basis of substitution, will be regarded as an open-ended employment contract, provided it concerns the same job.
7. The total number of consecutive fixed-term contracts of employment referred to in paragraphs 2, 4 and 5a may not exceed three, with a total length of three years. If the employment contract is subsequently prolonged, it will be open-ended. Two contracts of employment with an interruption of six months or less will be regarded as consecutive.
8. The total number of fixed-term contracts of employment referred to in paragraph 4d may not exceed four, with a total length of four years. If the employment contract is subsequently prolonged, it will be open-ended.

#### **9.4. Employment contract for new teachers**

New teachers as referred to in article 8.3. will be appointed on an employment contract of at least 0.5 FTEs. Exceptions will only be allowed if the employee submits a written application, or if this is in the serious interests of the service or business as referred to in the provisions of the Flexible Working Hours Act (WFW).

### **9.5. Employment contract for unqualified teachers**

1. Employees with no legal secondary teaching qualification may be appointed in a teaching job for no more than two years, with no more than three employment contracts.
2. At the start of the employment contract, the employer draws up a study plan, in consultation with the unqualified teacher, providing facilities in terms of both time and money to enable them to gain a legal secondary teaching qualification within two years.
3. The employer will allow unqualified teachers to take leave for study or study activities during work time.
4. If the unqualified teacher fails to gain a legal teaching qualification within two years, their employment contract may be prolonged in exceptional cases for no more than twice 12 months.
5. The provisions of paragraph 4 constitute a departure from the statutory provisions relating to consecutive employment contracts under article 7:668a, paragraph 5 of the Civil Code, arising from the intrinsic nature of operational management in the secondary education sector, in which continuity, quality and measures to encourage teachers to gain qualifications should be safeguarded. Scope to depart from these provisions is in line with section 33 of the Secondary Education Act (WVO).
6. As long as a teacher has failed to gain a legal teaching qualification, they may only be appointed to a teaching job in scale LB (new teachers).
7. Immediately after they have gained their legal teaching qualification, the teacher will receive an open-ended employment contract in the appropriate scale for their job, provided they have worked for the employer for at least 12 months.
8. This article will not apply to:
  - a. teachers with an employment contract as referred to in article 9.2 paragraph 4 a and b.;
  - b. teachers teaching a subject for which no legal teaching qualification has been made obligatory.

9. The provisions of paragraph 6 do not apply to unqualified teachers already working for the employer on 31 July 2011. The other provisions will apply to them as of 1 August 2011, on the understanding that an existing study plan may still apply.

#### **9.6. Employment contract for ISK/EOA teachers<sup>5</sup>**

1. No more than six consecutive temporary employment agreements may be concluded within 36 months with teachers specifically appointed to teach international top-up classes and introductory courses for newcomers. Employment agreements interrupted for six months or less will be regarded as consecutive.
2. The provisions of paragraph 1 constitute a departure from the statutory provisions relating to consecutive employment contracts under article 7:668a, paragraph 5 of the Civil Code, arising from the intrinsic nature of the operational management of this specific form of teaching, for which pupil numbers fluctuate widely. More flexible deployment of temporary staff is needed to safeguard the continuity and quality of teaching for newcomers.

##### **Explanatory note**

This departure from the provisions on consecutive employment contracts is specifically for teachers who teach international top-up classes and introductory courses for newcomers, as referred to in paragraph 1. This is the basis underpinning the employment contract, and specifically referred to as such in the contract. If, however, the normal staff complement, qualification requirements and the teacher's performance permit, the employee will, if possible, be appointed on a permanent basis. The provisions of this CAO are applicable in their entirety.

#### **9.7. Trainee teachers with an employment contract**

1. Trainee teachers with whom an employment contract as included in annexe 2 to this collective labour agreement has been concluded, are appointed for a fixed term for a period equivalent to five months for an FTE of 1.000.

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<sup>5</sup> International top-up class (ISK)/introductory courses for newcomers (EOA)

2. This period should end prior to the date on which the institution's summer holiday starts.
3. Within the employment contract, the training component and the work component should be of equal size.
4. Articles 3.1., 3.3., 3.5., 3.7., 8.3., 9.4., 12.1. to 12.3., 12.5. to 12.8., 15.2. to 15.8., 24.2. and the articles of sections 7 and 16 of this collective labour agreement do not apply to trainee teachers with an employment contract.

### **9.8. Temporary employment**

1. Temporary employment is possible in the event of
  - a. substitution for staff on sick leave or on special leave;
  - b. activities of an evidently temporary nature;
  - c. evidently unforeseen circumstances.
2. In relation to policy on task allocation and the regulations on work and rest periods, the employer will treat temporary employers in the same way as employees falling under this CAO.
3. The employment agency is required to award temporary employees engaged in work activities for the employer the same payment, including conditions of employment and expense allowances, as that awarded to employees in the same or similar jobs working for the institution in question.
4. On the basis of this collective labour agreement, the employer is obliged to require incorporation of the provisions of the above paragraphs in the temporary employment agreement concluded with the employment agency.

# 10. TERMINATION OF THE EMPLOYMENT CONTRACT AND DISCIPLINARY MEASURES

## 10.1. Termination of the employment contract

1. A fixed-term employment contract or prolonged fixed-term employment contract may be terminated prematurely.
2. Premature termination of a fixed-term employment contract or prolonged fixed-term employment contract or termination of an open-ended employment contract will be effected:
  - a. through dismissal or resignation;
  - b. through immediate dismissal or resignation for urgent reasons as referred to in article 7:678 and/or article 7:679 of the Civil Code;
  - c. through dissolution of the employment contract on the basis of article 7:671b and/or article 7:671c of the Civil Code or for breach of contract as referred to in article 7:686 of the Civil Code;
  - d. with mutual agreement at a time agreed by the employer and the employee;
  - e. at the request of the employee for all or some of their working hours with a view to receiving a pension as referred to in the ABP pension fund regulations or the Early Retirement Fund (VUT) Flexible Pension and Retirement Scheme.
3. The following contracts will be terminated automatically.
  - a. fixed-term employment contracts on reaching their date of expiry;
  - b. the employment contracts of employees who have reached retirement age, effective from the first day of the month following the month in which they have reached this age, on the understanding that the employer may agree with the employee to prolong the contract for no more than a year at a time;
  - c. the employment contract on the decease of an employee.

## **10.2. Automatic lapse of working hours**

If and in so far as the employee is no longer required to do the work in question, working hours will automatically lapse, provided they comprise:

1. hours in excess of a standard full-time job;
2. temporary expansion of working hours to cover for a colleague;
3. temporary expansion of working hours to fill a vacancy for no more than twelve months;
4. temporary expansion of working hours in connection with a project for which the employer or the minister has made staff available from additional funds for no more than three years;
5. temporary expansion of working hours in connection with contract activities designated to the employee for no more than three years, or in connection with designation of this work to another employee.

## **10.3. Notice**

1. At least one month prior to the automatic termination of the fixed-term employment contract the employer will give the employee written notification
  - of whether the employment contract will be prolonged ; and
  - in the event of prolongation, of the conditions under which they plan to prolong the employment contract.

This provision does not apply to the situation referred to in article 9.2 paragraph 2.

2. Notice is not required if the employment contract has been entered into for less than six months or if no date has been set for expiry of the contract.
3. In giving notice, the employer is required to pay the employee a remuneration equal to a month's salary. If the employer fails to meet this requirement on time, they owe the employee a pro rata remuneration.

#### **10.4. Dismissal/resignation**

1. The employer or employee is required to give notice of dismissal/resignation by letter or registered letter, submitted directly or indirectly in return for a receipt, giving reasons, and with due regard for the term of notice.
2. Dismissal or resignation other than in the situation referred to in article 10.1 paragraph 2b will take effect as of the first of the month, unless otherwise agreed.

#### **10.5. Term of notice**

1. In the event of dismissal or resignation, both the employer and the employee are required to observe the following terms of notice:<sup>6</sup>
  - a. at least one month if the employment contract lasted six months or less;
  - b. at least two months if the employment contract lasted more than six months but less than 12 months;
  - c. at least three months if the employment contract lasted 12 months or more.
2. If the term of notice required as a transitional measure pursuant to section XXI of the Act of 14 May 1998 (Bulletin of Acts and Decrees 300, 1998) is longer than the term of notice referred to in this article, the employer is required to observe the term of notice stipulated in the aforementioned Act.
3. If the employee has reached retirement age, the employer is required to observe a term of notice of one month.
4. If both parties approve, other terms of notice than those specified in paragraphs 1 and 2 may be observed.

#### **10.6. Reasons for dismissal/dissolution of contract**

1. The employer may terminate an open-ended employment contract or prematurely terminate a fixed-term employment contract if there are reasonable grounds for doing so, and if, within a reasonable time, re-assignment of the employee, with or without training, to another, more suitable job is neither possible nor feasible.
2. Reasonable grounds for terminating an open-ended employment contract or prematurely terminating a fixed-term employment contract, as referred to in article 10.1 are as follows:
  - a. loss of jobs due to economic circumstances;
  - b. long-term illness or invalidity;
  - c. frequent sickness absence;
  - d. the employee's incompetence or unsuitability, other than as the result of illness or invalidity as referred to at b.;
  - e. culpable acts or negligence on the part of the employee;
  - f. refusal to work on grounds of serious conscientious objection;
  - g. seriously disrupted work relations;
  - h. other grave, clearly identified circumstances of such a nature that the employer cannot in all reasonableness be expected to allow the employment contract to continue.;
  - i. a combination of circumstances specified in two or more of the grounds listed

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<sup>6</sup> This collective labour agreement will have no retroactive effect on dismissals and resignations in public-authority schools of which notice has already been given.

- under c to h which are of such a nature that the employer cannot in all reasonableness be expected to allow the employment contract to continue.
3. Prior permission of the Employment Insurance Agency (UWV), pursuant to article 7:671a paragraph 1 of the Civil Code is required for termination of the employment contract on the grounds referred to in paragraphs 2 a and b.
  4. At the request of the employer, the sub-district court may dissolve an employment contract on the grounds listed in paragraph 2 c to i, pursuant to article 7:671b paragraph 1a of the Civil Code.
  5. The provisions of paragraphs 3 and 4 of this article notwithstanding, the employer may legally terminate an employment contract if the employee has given their written permission.



### **10.7. Suspension as a disciplinary measure**

1. The employer may suspend the employee for no more than four weeks, if, in the interests of the institution, this is urgently necessary. Before the employee is suspended, they will be given the opportunity to express their views on the planned measure. The employee's views will be included in the letter in which their suspension is confirmed.
2. In addition to the provisions of paragraph 1 of this article, the employer may suspend an employee:
  - a. For the duration of the prosecution proceedings if criminal charges have been brought against the employee;
  - b. Up to the time that the judgment becomes irrevocable, if the employee's teaching qualification has been revoked in a provisional judgment;
  - c. if, due to a statutory measure, the employee is being held in detention;
  - d. for no more than six months, if termination of contract as referred to in article 10.6 paragraph 2 d, e and h is planned;
  - e. for the duration of the proceedings for dissolution of the employment contract;
  - f. in other cases in which the interests of the institution are served, for no more than three months, including the period referred to in paragraph 1. This period of three months may be prolonged no more than once.
3. While they are suspended, the employee may only enter the school with the permission of the employer.
4. Suspension will immediately be withdrawn if the grounds on which it was imposed no longer apply, or continuation is no longer necessary.
5. If no reasons existed for the suspension, the employer will explore scope for rehabilitation, in consultation with the employee.

### **10.8. Disciplinary measures**

1. In respect of employees neglecting their duties, the employer may decide on one of the following measures, giving reasons,:
  - a. a written reprimand;
  - b. suspension, with payment of salary;
  - c. a deduction to their remuneration amounting to no more than 50% of the monthly salary. These deductions may be made in instalments, if desired.
2. Neglect of duty is understood to mean infringement of the rules applicable to the employee, failure to fulfil obligations imposed on them, or doing or neglecting to do those things an employee should do or desist from doing in order to do their job properly.

### **10.9. Defence**

1. If the employer decides to:
  - a. suspend an employee, as referred to in article 10.7. paragraph 2;
  - b. take a disciplinary measure as referred to article 10.8. paragraph 1; they must notify the employee, by registered letter, of their intention, giving the employee the opportunity to express their views either in person or in writing within three weeks of the date on which the letter was sent. In entering their defence, the employee may be assisted by counsel.
2. If the employee expresses their views in person, a written report will be made of this, which will be put to the employee for their approval. The employee will immediately issue a written statement, saying whether or not they approve the report, giving reasons.
3. The employee will be notified by registered letter of the final decision as soon as possible after they have entered their defence.

# 11. JOBS

## 11.1. Job structure

1. The employer establishes the job structure in consultation with the participation council or joint participation council staff representatives.
2. The provisions of paragraph 1 notwithstanding, the employer or the participation council or joint participation council staff representatives may decide that consultations on establishment of the job structure will be held with the trade unions involved in this CAO.
3. The institution's job structure will identify the following job categories:
  - a. management;
  - b. teacher;
  - c. support staff;
  - d. employees with poor labour market prospects;
  - e. trainee teacher.
4. Without prior dismissal the employee cannot take on a job other than the one in which they have been appointed, unless it has been agreed with them that the job, with concomitant salary, is temporary.

## 11.2 Employees with poor labour market prospects

1. Employees included in the target group register as set out in the provisions of the Participation Act and the Employment Insurance Agency (UWV) policy regulations fall in the category 'employees with poor labour market prospects'. The job category as referred to in article 11.1.paragraph 3 d. is part of the support staff job category.
2. Paragraph 1 notwithstanding, sections 3 and 12 and annexe 9 of this collective labour agreement do not apply to this job category. The gross monthly salary will be set at the statutory minimum wage or minimum youth wage.
3. If the event of illness, the employer may claim the employee's wage costs from the Employment Insurance Agency's no risk insurance scheme.

### 11.3 Appointment in two jobs

1. Employees are appointed in the jobs available in accordance with the staff complement established by the employer.
2. The provisions of paragraph 1 notwithstanding, employees in the case referred to in said paragraph may be appointed in two support staff jobs or in two jobs, one a teaching job, the other a support staff job, provided there is a difference of more than three scales between the maximum scales for the two jobs.
3. The provisions of paragraphs 1 and 2 notwithstanding, employees with an invalidity percentage of less than 35% may be appointed in two support staff jobs, where the difference between the maximum scales for the two jobs is less than three scales.

### 11.4 Job rating

1. The employer is affiliated to one of the following national job rating committees:
  - a. the Job Rating Objections Committee for catholic primary schools, special secondary schools, secondary schools and central service organisations (*Bezwarencommissie Functiewaardering voor het Katholiek Basisonderwijs*), (*Voortgezet Speciaal Onderwijs, Voortgezet Onderwijs en Centrale Diensten*);
  - b. the Job Rating Objections Committee for protestant and non-denominational privately-run primary and secondary schools (*Bezwarencommissie Functiewaardering voor het Christelijk en Algemeen Bijzonder Primair en Voortgezet Onderwijs*);
  - c. the Educational Disputes Association (*Stichting Onderwijsgeschillen*) General Job Rating Objections Committee for primary schools, secondary schools and special secondary schools (*Algemene Bezwarencommissie Functiewaardering PO, VO en BE*);
  - d. a Job Rating Objections Committee for secondary schools, to be designated by the parties.
2. For the rating of non-model jobs, the employer will make use of advisors with FUWA-VO certification issued by the Association for Educational Personnel Instruments (*Stichting Personeelsinstrumenten Onderwijs*).
3. Jobs to which the statutory requirements for teaching appointments apply, will be rated at the level of salary scale LB or higher.
4. Employees placed on the basis of FUWA-VO 2010 in a job in a lower scale than their existing job, will keep their former salary, with the same salary prospects, as long as they are employed by the same employer.

### **11.5 External objections procedure**

1. The employer is affiliated to an external job rating objections committee as referred to in article 11.4. paragraph 1.
2. Employees may lodge an objection with the committee if they disagree with:
  - a. how their job is rated;
  - b. the job description in relation to the work they are required to do.
3. The committee will examine whether, in all reasonableness and fairness, the employer has rated the employee's job properly or if the job description is in accordance with the work the employee is required to do.
4. The committee's decision is binding on both the employer and the employee.

## 12. SALARY

### 12.1. Salary

1. Salaries will be set taking the following provisions and current wage levels into consideration.
2. Each employee's monthly salary will be set at an amount that is no lower than the lowest amount and no higher than the highest amount in the career pattern for their job.
3. Unless the provisions of paragraph 5 apply, employees' salaries will be raised by at least one increment of the career pattern applicable to their job on 1 August of each year.
4. The employer may award employees one or more extra increments on the basis of an assessment, with due regard for the frameworks established in consultation with the participation council or joint participation council staff representatives and for the provisions of article 12.10.
5. The employer may decide not to award an employee their annual increment. This decision:
  - a. may not be taken more than once in the course of the career pathway belonging to the employee's job; and
  - b. must be based on two negative assessments, with a period of at least one year between the first and second assessment.
6. In consultation with the employee, the employer may depart from the provisions of this article and from the provisions of article 12.2 insofar as they enter into a tax arrangement with the Tax and Customs Administration that benefits the employee.

### 12.2. Setting the monthly salary on entering employment

1. Unless the employer and the employee decide otherwise, the monthly salary will be set at an amount at least equal to the last salary, with due regard for the provisions of article 12.1. paragraph 2.
2. In setting the monthly salary, the employer will take into account the experience gained by the employee – in either paid or unpaid work – relevant to the job in which the employee has been appointed. The employee will provide the employer with the information needed to assess the relevance of this experience.

3. If the salary is set at an amount not in the career pattern for the job in question, it will be set at the next higher amount in the scale.
4. The monthly salary of employees appointed for the first time in a teaching job will be raised by one increment for each four years since the employee gained the required qualification. This provision is not applicable if in setting the salary on the basis of paragraph 2 a similar raise has been agreed.

### **12.3. Setting the monthly salary on changing jobs**

1. The monthly salary of employees appointed in a job with the same or higher maximum salary scale:
  - a. will be set at an amount which is at least equivalent to their last salary, including the allowances accompanying the salary (including in any event the top-up allowance referred to in article 24.2. and the loyalty allowance referred to in article 3.5.), with due regard for the provisions of article 12.1. paragraph 2; and
  - b. will be set in such a way that the employee experiences or will experience no negative financial impact from a temporarily less favourable career pattern belonging to the new job.

### **12.4. Payment of salary**

1. The employer will provide employees with a timely salary statement for the first salary, and every adjustment to it. The employer will ensure that employees have received their salary, or an advance, by the last day of the month.
2. The employer is entitled to deduct amounts incorrectly paid to employees under their employment contract from their next salary, on the understanding that any such deduction may not amount to more than 10% of the net monthly salary.
3. The provisions of paragraph 2 notwithstanding, on termination of the employment contract the total outstanding amount will be deducted from the employee's salary and/or will be repaid by the employee.

4. If it was obvious to the employee that the payment was excessive, they should return forthwith the entire amount paid in excess or incorrectly.
5. The right to reclaim incorrect payments lapses five years after the incorrect payment was made.

## 12.5. Allowance for irregular hours

1. The employer will pay an allowance to employees
  - a. in salary scales 1 to 8 and
  - b. who regularly work at other times than from Monday to Friday between 08.00 and 18.00, performing duties that cannot be regarded as compensation within the meaning of article 6.3. paragraph 1.
2. The allowance per hour amounts to a percentage of the employee's hourly wage. The following percentages and conditions apply:

Work on	% by hour worked	For hours worked	Conditions
Monday to Friday	20%	From 06.00 to 08.00 and from 18.00 to 22.00	If work starts before 07.00 or ends after 19.00
Monday to Friday	40%	From 00.00 to 06.00 and from 22.00 to 24.00	None
Saturday	45%	all hours	None
Sunday	70%	all hours	None
Public holidays listed in annexe 4	100%	All hours	None



#### **12.6. Guaranteed allowance for irregular hours**

1. Employees whose remuneration is permanently reduced by at least 3% through the termination or reduction of an allowance referred to in article 12.5. paragraph 1, will be awarded a steadily decreasing compensatory allowance, on condition that they were receiving this allowance for at least two years without an interruption of more than two months prior to its termination or reduction.
2. The employer will award a long-term allowance to employees aged 60 and over whose remuneration is permanently reduced through the termination or reduction of an allowance referred to in article 12.5 paragraph 1, on condition that they were receiving this allowance for at least 10 years without major interruption prior to its termination or reduction.

#### **12.7. Death benefit**

1. The benefit payable on the death of an employee is equivalent to three times the gross monthly salary, with holiday pay, payable to the employee on the date of their death.
2. The following are eligible for death benefit, in the following order:
  - a. the widow, widower or partner (with whom the deceased had entered into a cohabitation agreement established by a notary) from whom the deceased was not permanently separated;
  - b. the minor children of the deceased;
  - c. the children over the age of 18, parents, brothers or sisters of the deceased for whom they were the breadwinner;
3. Children in paragraph 2 are understood to mean the deceased's own children and foster children.

### **12.8. Anniversary bonus**

1. On reaching an anniversary, employees are entitled to a bonus payable by the employer.
2. The anniversary bonus amounts to 50% of the gross monthly salary, with holiday pay, for 25 years of service, and 100% of the gross monthly salary, with holiday pay for 50 or 60 years of service.
3. Service in the education sector is understood to mean time spent working in the primary, secondary, secondary vocational or higher professional education sector.
4. If the employee's anniversary falls within a period in which they are on special leave, the bonus will be paid at the end of this period of leave. It will be calculated on the basis of their gross monthly salary immediately prior to their period of leave.

### **12.9. Wage differentiation**

1. On the basis of an assessment, the employer may award employees bonuses, allowances or extra increments.
2. The employer wishing to make use of the scope provided in the previous paragraph will draft regulations in consultation with the participation council or joint participation council staff representatives setting out the necessary criteria and procedures.
3. An extra bonus may have no effect on the jobs of permanent staff.
4. If an allowance is awarded, the employer will state its amount and duration and that it is pensionable.

# 13. ALLOWANCES AND FINANCIAL REGULATIONS

## 13.1. Allowance for relocation

1. Employees are entitled to an allowance for:
  - a. the costs of relocation;
  - b. commuting;
  - c. travel and accommodation costs for official trips made at the request of the employer.
2. Trainee teachers are not entitled to an allowance for the costs of commuting if they can make use of student travel provision under the student finance regulations.
3. The entitlement referred to in paragraph 1 is established in the Relocation costs regulations (*Uitvoeringsregeling Verplaatsingskosten*), included in annexe 3 to this collective labour.
4. Employees are entitled to the allowances for commuting included in the relocation costs regulations in effect in the institution on 31 July 2005 if these are higher than those listed in annexe 3 to this collective labour agreement.
5. In awarding an allowance for the costs of relocation, the employer is required to apply the netting arrangements included in paragraph 21.14 of the Income Tax Manual (*Handboek Loonheffingen*).
6. If after application of the netting arrangements referred to in paragraph 5, scope remains for tax deductions, the employee may request the employer to take account of any legally permissible tax deductions in calculating their end-of-year bonus, provided the Tax and Customs Administration gives their approval. To this end, the employee needs to complete the application form provided by the employer.

## 13.2. Trade union contributions

The employer will provide employees with the opportunity to pay their trade union contributions from their gross salary (including the holiday allowance, the end-of-year bonus and the extra end-of-year bonus). The parties will draft regulations to this end.

### **13.3. Work resumption scheme for persons partially capable of work (WGA) contribution**

As of 1 January 2009, the employer will be required to pay 0.29% of the WGA contribution in full. If the contribution is in excess of 0.29%, the employer is entitled to claim 50% of the excess from the employee.

### **13.4. Incapacity insurance**

1. The employer will enable employees to take out incapacity insurance at their own cost<sup>7</sup> with the aim of alleviating the possibly negative financial consequences of partial incapacity for work during the period in which they receive benefit under the Work and Income (Partial Incapacity for Work) Act (WIA, *Wet Werk en Inkomen naar Arbeidsvermogen*).
2. In any event, the possibly negative consequences of partial incapacity for work may be understood to mean non-use of the capacity to top up income as a recipient of WIA follow-up benefit.
3. To this end, the employer will conclude a semi-collective framework agreement.
4. The employer notifies employees of above-mentioned opportunity to take out insurance.

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<sup>7</sup> Unless the school has made alternative arrangements

# 14. HOLIDAY LEAVE

## 14.1. Holiday leave for management and teachers

1. Employees in the management or teacher job category are entitled to
  - a. paid holiday leave in the school holidays, with an additional five days' paid holiday leave to be designated by the employer in consultation with the participation council or joint participation council staff representatives;
  - b. no holiday leave at times other than the periods specified at a.
2. Employees not employed by the school for the entire school year are entitled to a number of days' holiday leave calculated according to the following formula:

$(W \times 1.15) - (S)$ . In this formula:

W:	The number of weeks, or parts of weeks of the school year in which the employee is employed by the school;
S:	The number of days' school holiday falling in the period in which the employee was employed, excluding the public holidays listed in annexe 4 to this collective labour agreement.

3. At the request of the employee, the employer may allow holiday leave to be taken at other times, after agreement has been reached on transferral of duties.
4. In exceptional circumstances and in the interests of the school, the employer may require employees to be available for work during the holidays. The employer will take the following into account.
  - a. They will decide on time and in consultation with the employee whether and on which days the employee will be available.
  - b. If necessary, employees in the management job category will be available for a week in the school holidays.
  - c. If necessary, employees in the teacher job category will be available for two days in the school holidays, these being at the start or end of the summer holidays.
5. In the event of a disaster or other exceptional circumstance, the employer may cancel holiday leave.
6. The employer will reimburse employees for any material damage resulting directly from cancellation of holiday leave.

7. Female employees will at least retain the right to holiday leave that coincides with the summer holidays and maternity leave. They may take this holiday leave immediately after their maternity leave or the summer holidays, unless the employer and the employee make alternative arrangements. If the institution CAO immediately preceding this CAO contains more favourable provisions on this subject, they will take precedence. Maternity leave coinciding with other school holidays or with the five additional days' leave referred to in paragraph 1 a will not be compensated for.
8. As soon as employees have taken 20 days' holiday leave as referred to in paragraph 1, they will be regarded as having taken the statutory minimum days' holiday leave pursuant to article 7:634 paragraph 1 of the Civil Code in that school year. If from that point in the school year holiday leave coincides with a period of sick leave, these days' holiday leave will lapse. If due to incapacity for work an employee is unable to take any holiday leave in the course of the school year, they will be entitled to a maximum of 20 days' holiday leave in compensation.

#### **14.2. Holiday leave for support staff**

1. The employer will grant employees in the support staff job category paid holiday leave.
2. Holiday leave as referred to in paragraph 1 includes the public holidays listed in annexe 4 to this CAO.
3. The employer may require these employees to take their holiday leave in certain designated periods or on certain designated days. In that case, the employer must provide compensation for limiting these employees' opportunities to take holiday leave, and will make the necessary arrangements.
4. Statutory holiday leave is as follows:
  - a. 160 hours' annual leave for a 40 hour working week;
  - b. 152 hours' annual leave for a 38 hour working week;
  - c. 144 hours' annual leave for a 36 hour working week.

5. Entitlement to holiday leave as referred to in paragraph 4 lapses six months from the last day of the calendar year in which the entitlement was acquired unless the employee was not reasonably able to take holiday leave up to that date.
6. The following supplementary holiday leave is over and above the statutory holiday leave specified in paragraph 4:
  - a. 266 hours' annual leave for a 40 hour working week;
  - b. 170 hours' annual leave for a 38 hour working week;
  - c. 74 hours' annual leave for a 36 hour working week.
7. If employees take holiday leave, the number of hours to be deducted from their total entitlement must be based on distribution of working hours over the week, in accordance with the working hours model applicable to the employee pursuant to article 6.2. paragraph 2. This method of calculating holiday leave also applies in relation to the public holidays listed in annexe 4 to this CAO.
8. The statutory days' holiday leave must first be taken.
9. At the request of an employee, and insofar as work at the institution permits, the employer may grant a single, uninterrupted period of holiday leave. If the holiday leave is split, at least half will be granted in the form of a single, uninterrupted period.
10. At employees' request, the employer may cancel holiday leave already granted if this leave coincides with other forms of leave, insofar as these do not coincide with the public holidays listed in annexe 4 to this CAO, and in other cases where this may be deemed reasonable.
11. The holiday leave thus cancelled will be granted again in consultation with the employee.

### **14.3. Sick leave and entitlement to holidays for support staff**

1. During their period of sick leave, employees who are incapacitated or partially incapacitated, will build up an entitlement to holiday leave as referred to in article 14.2 paragraph 4 over the last 24 months in which they were incapacitated. In this connection, consecutive periods interrupted by intervals of less than one month will be counted together.
2. During their period of sick leave, employees who are incapacitated or partially incapacitated, will only build up an entitlement to holiday leave as referred to in article 14.2 paragraphs 6 and 7 over the last 6 months in which they were incapacitated. In this connection, consecutive periods interrupted by intervals of less than one month will be counted together
3. Employees will build up no entitlement to holiday leave over a period in which they have wilfully obstructed or delayed their recovery or, though capable, have without good reason failed to take the opportunity to do suitable work for the employer or for a third party designated by their employer with the permission of the Employment Insurance Agency (UWV).
4. Employees who take part in a reintegration project during their period of sick leave and want a temporary exemption from this obligation are required to take holiday leave for this purpose.



# 15. LEAVE

## 15.1. Short leave of absence

1. Employees are entitled to a short leave of absence, with salary, for a period considered reasonable, if they are unable to work due to very exceptional personal circumstances.
2. The following may in any event may be regarded as exceptional circumstances within the meaning of paragraph 1:
  - a. fulfilling an obligation imposed by law or the government, for which the employee will receive no payment and which cannot be fulfilled during their free time;
  - b. exercising the right to stand in an election, insofar as this cannot take place in the employee's free time or by arranging to transfer duties;
  - c. fulfilling a statutory obligation, or sitting an examination set or recognised by the state, insofar as this cannot take place in the employee's free time or by arranging to transfer duties;
  - d. attending meetings or sittings or performing duties for public law institutions to which the employee has been appointed or elected, insofar as this cannot take place during their free time;
  - e. responding to a request to be heard as a witness or expert in legal proceedings, insofar as this cannot take place in the employee's free time or by arranging to transfer duties;
  - f. implementing the duties relating to membership of an examination committee appointed or recognised by the state or acting as an external examiner for the state examinations for a total of no more than 14 days a year, to be determined in consultation with the employer;
  - g. moving house: two days and four days in exceptional cases;
  - h. viewing houses in the event of a change of work location: two days;
  - i. giving notice of a marriage or entry into a civil partnership: one day;
  - j. the employee's wedding or entry into civil partnership: a total of four days, including the wedding day or days;
  - k. the wedding or entry into a civil partnership of family members or relatives to the first or second degree of consanguinity: one day or no more than two days depending on whether the ceremony takes place in the employee's place of residence or elsewhere;

- l. death of the partner, parents or children of the employee, including in-laws and step and foster relatives: four days;
- m. death of family members or relatives of the employee to the second degree of consanguinity: two days;
- n. death of family members or relatives of the employee to the third or fourth degree of consanguinity: one day;
- o. if in the cases referred to at m and n, the employee is responsible for making the funeral arrangements or administering the estate of the deceased: no more than four days, to be determined in consultation with the employer;
- p. childbirth of the spouse, registered partner or person with whom the employee cohabits: two days;
- q. leave after the spouse, registered partner, person with whom the employee cohabits, or person whose child the employee recognises, has given birth: five days for full-time staff, and calculated on a pro rata basis for part-time staff. Leave is granted over a period of four weeks, starting on the first day that the child actually lives at the same address as the mother;
- r. employees celebrating 25 or 40 years' service: one day;
- s. employees' partners celebrating 25 or 40 years' service: one day;
- t. employees celebrating their 25th, 40th, or 50th wedding anniversary, or anniversary of their civil partnership: one day;
- u. the 25th, 40th, 50th or 60th wedding anniversary of employees' parents, stepparents, foster parents or parents-in-law: one day;
- v. adoption of a child: four weeks. If the child is adopted in a foreign country, six weeks' leave will be granted in each case, if this is necessary to enable the employee to do all that is needed in the foreign country. If six weeks leave is demonstrably inadequate for this purpose, the employer may grant an extension. These provisions are likewise applicable to employees taking in a foster child;
- w. other religious holidays listed in annexe 4 to this CAO: no more than two days.

3. The provisions of article 6.1. paragraph 2 notwithstanding, and with the exception of the leave referred to in paragraph 2q, short-term leave will not be calculated on the basis of full-time or part-time employment.
4. If in the cases referred to in paragraph 2d and f, the employee receives a fixed allowance for the activities for which leave is granted, a deduction will be made to their salary for the period of leave. The amount deducted will not exceed the amount the employee may be expected to receive as a fixed allowance for the activities they perform during this period of leave.

#### 15.1.a. Short care leave

1. Employees are entitled to leave of absence, with salary, to provide the necessary care in the event of the sickness of:
  - a. the spouse, registered partner or partner with whom the employee cohabits;
  - b. a child with whom the employee has a legal parent-child relationship;
  - c. a child of the spouse, registered partner or person with whom the employee cohabits who is a member of the household;
  - d. a foster child who, according to the Personal Records Database (*Basisregistratie Personen (BRP)*) lives at the same address as the employee and for whose care the employee is responsible as the child's foster parent under section 1.1. of the Youth Act (*Jeugdwet*);
  - e. a relative in the first degree of consanguinity, but not a child;
  - f. members of the employee's household with no employment status vis-à-vis the employee; or
  - g. persons with whom the employee maintains a social relationship of a different nature, insofar as the provision of care is a direct consequence of that relationship and should in all reasonableness be provided by the employee.
2. Leave of absence in each period of 12 consecutive months may amount to no more than twice the number of weekly working hours, unless the employee's continuous presence is needed for purposes other than nursing for a longer period. A doctors' statement should be submitted in support of this.

3. Employees should notify the employer in advance that they are taking leave of absence as referred to in paragraph 1, giving reasons. If this is not possible, the employee should inform the employer as soon as possible, giving reasons, with the date on which the period of leave started, the scope and manner of the leave, and its expected duration.
4. In any event, the period of leave will not start or will end if the employer informs the employee that they cannot allow leave to be taken or to continue, given that the interests of the service or business are so serious that, in all reasonableness and fairness, they must take precedence over those of the employee. The employer will give the employee timely notification of this.

#### 15.1.b. Leave in the framework of the life-course savings scheme

1. Employees should give the employer written notification of their plans to take leave at least two months in advance.
2. The provisions of paragraph 1 notwithstanding, the relevant provisions of the Work and Care Act and the CAO for secondary education apply to the types of leave taken in combination with paid or unpaid parental leave and/or care leave.
3. The employer will grant the application for leave unless the interests of the service or business are so serious that, in all reasonableness and fairness, they must take precedence over those of the employee, so that leave cannot be allowed..
4. If the employer does not grant the application for leave, they are required to give the employee written notification of this, with reasons, within two weeks of receiving the application. The employer will seek an alternative in consultation with the employee.
5. The period of leave will last for at least two months and for no more than 12 months, with the exception of the leave referred to in paragraph 2 or leave taken directly preceding the date of retirement.

#### 15.1.c. Sickness during leave/exceptional circumstances as in article 15.1.b

1. In the event of illness, employees are entitled to suspend or cancel withdrawal of life-course savings and to submit a new application at a later date.
2. This entitlement applies once the illness has persisted for two consecutive weeks from the date on which the employee notified the employer of it.
3. To this end, the employee is required to submit a valid medical statement, signed by a doctor. The agreements on payment of salary during illness and reintegration will apply in relation to the employer from the date on which the leave agreement is suspended.
4. If the employee falls ill before their period of leave starts, leave will also be suspended once the illness has persisted for two consecutive weeks from the date on which the employee notified the employer of it.
5. Leave in the framework of the life-course savings scheme will be suspended for the duration of maternity leave.

#### 15.1.d. Pension contributions and the life-course savings scheme

In the framework of the life-course savings scheme, during the period in which employees save, the employer and the employee pay the usual pension contributions over the entire gross salary.

### 15.2. Long-term special leave

At the request of an employee, the employer may grant them long-term special leave from all or part of their duties. This leave is unpaid.

### 15.3. Conditions relating to long-term special leave

1. The following applies to leave referred to in articles 15.1.b., 15.2. and 15.4.:
  - a. it is unpaid;
  - b. the employee is responsible for paying the entire pension contribution during the period of leave, unless the employer decides otherwise;

- c. with regard to expense allowances related to work attendance, such as commuter allowances, travel allowances and other allowances, the rules applicable to long-term incapacity will apply to periods of leave or partial leave. Payment of allowances will be stopped or adjusted if the period of leave or partial leave lasts for more than 30 working days;
  - d. no entitlement to holiday leave, a holiday allowance or end-of-year bonus will be built up over the hours of leave;
  - e. no allowances related to work attendance – including allowances for irregular hours and allowances for substitution – will be paid over the hours of leave;
  - f. during their period of leave, employees will be insured under employee insurances (Sickness Benefits Act (*Ziektenwet*), Work and Income (Partial Incapacity for Work) Act (WIA) and the Unemployment Insurance Act, (*Werkloosheidswet*, WW), pursuant to the Unpaid Leave and Social Insurance Act (*Wet onbetaald verlof en sociale verzekeringen*);
  - g. employees will continue to be entitled to the income-related employers' contribution to healthcare insurance contributions if during their leave they receive income (in particular from the life-course savings scheme) through their employer;
  - h. agreements between the employer and the employee relating to the period of leave will be confirmed in writing prior to the period of leave starting.
2. The employer may set further conditions in relation to long-term special leave referred to in article 15.2 and 15.4 to supplement the provisions of paragraph 1.

#### **15.4. Long-term leave for political office**

1. The employer will grant long-term unpaid special leave to employees who accept:
  - a. membership of the House of Representatives of the States-General;
  - b. the office of member of the Provincial Executive; or
  - c. the office of substitute ombudsman.
2. The employer will, at their request, grant employees who accept the office of alderman long-term unpaid special leave from all or part of their duties. In the event of a conflict of interests between the employee's duties as alderman and their duties for their employer, the employer may decide of their own volition to grant the employee leave, on condition that they first hear the employee's views in the matter.
3. The leave referred to in paragraphs 1 and 2 will be granted for no more than one term in office.
4. Special leave ends as of the first day of the new school year.

#### **15.5 Leave for consultation and advisory work**

1. The employer will, at their request, grant employees short or long-term special leave from all or part of their duties for the performance of activities for a federation of civil servants and teachers' trade unions or its statutory agencies, or for a trade union affiliated to the federation of which they are a member.
2. Leave is intended to enable employees:
  - a. to perform duties relating to legal status or education;
  - b. attend courses at the invitation of the organisation referred to in paragraph 1:

- for no more than six days in two school years, unless arrangements can be made for duties to be transferred;
- c. attend occasional meetings as board member, ordinary member or representative, or to perform occasional activities that are difficult to plan in advance: no more than 12 days per school year;
  - d. to attend members' meetings on no more than two days per school year.
3. At the request of the Examination Board (CvTE) or the National Institute for Educational Measurement (CITO), the employer will grant employees short or long-term special leave from all or part of their duties to perform work relating to the preparation of the national secondary school examinations.
  4. The leave referred to in paragraph 2b and c will be paid. The leave referred to in paragraphs 2a and 3 will be paid insofar as the employer will receive compensation in accordance with the provisions on payment per clock hour under the trade union negotiations and facilities regulations.
  5. The provisions of paragraph 4 notwithstanding, leave referred to in paragraph 2a, primarily intended to enable employees to fulfil the position of salaried board member of a federation or trade union, will be unpaid and granted for no more than two years.

## **15.6. Parental leave**

### **15.6.a. Entitlement to leave**

1. Employees in a legal parent-child relationship with a child are entitled to unpaid leave. If, on the same date, they have a legal parent-child relationship with more than one child, they are entitled to leave for each of these children.
2. Employees who, on the basis of entries in the Personal Records Database reside at the same address as a child and have taken responsibility for the care and upbringing of that child, are entitled to unpaid leave. If, on the same date, the employee has taken responsibility, with a view to adoption, for the care and upbringing of more than one child, they are entitled to leave for each of these children. In all other cases in which they meet the conditions specified in the first sentence for more than one child, the employee is entitled to leave once only.
3. The employer and the employee will continue to pay pension contributions as though no leave has been taken.
4. If the employment contract is terminated before the period of leave has ended, and the employee has entered into a new employment relationship, they are entitled to claim the rest of the leave from the new employer, with due regard for the provisions on parental leave. In that case, the employer is obliged to issue a statement at the request of the employee specifying how much leave the employee is still entitled to.

#### 15.6.b.Extent, duration and purpose of leave

1. Employees are entitled to no more than 830 hours' leave per child, on the basis of a full-time job.<sup>8</sup>
2. Number of hours' leave is calculated on the basis of contracted working hours on the day prior to the day on which the period of leave starts. However, this number may never exceed the number applicable to the employee's contracted working hours over the 12 months prior to the date on which the period of leave starts. The employer may decide differently, and calculate leave on the basis of the greater number of contracted working hours.
3. If the number of contracted working hours changes during the period of parental leave, the entitlement to leave will be re-adjusted, taking account of this and of the hours' leave already taken.
4. Leave may be taken up over a longer period.
5. The employer must enable the employee to take the leave in a recognisable form. If they wish, employees may take the leave in the form of a day or morning/afternoon off each week.

#### 15.6.c. Age of the child

Employees are no longer entitled to leave as referred to in article 15.6.a. from the date on which the child turns eight.

#### 15.6.d. Notification

1. Employees are required to notify the employer in writing of their intention to take up leave at least two months prior to the date on which it will start, stating number of hours' leave per week or, if other working hours have been agreed, their distribution over the week or other period.

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<sup>8</sup> Under the work and care act, employees are entitled to 26 times their weekly working hours. The provisions of this paragraph are based on annual working hours, and amount to the same. In each case, the entitlement to leave amounts to half employees' annual working hours.



2. The dates on which leave begins and ends may be made dependent on the date on which the child is born, the date on which maternity leave ends, or the date from which care will be needed.
3. In the serious interests of the service or business, and up to four weeks before the period of leave starts, the employer may adjust the distribution of leave over the week, in consultation with the employee. The employee may withdraw their application for leave on the basis of this adjustment.
4. Paragraph 3 does not apply to employees who, after taking up leave as referred to in article 15.1. paragraph 2p, make use of their entitlement to leave as referred to in article 15.6a on three of their normal working days over a period of four weeks.

#### 15.6.e. Withdrawal of or adjustment to notification

1. The employer will agree to an employee's request not to take up or to discontinue leave due to their taking up maternity leave or leave in connection with the adoption of a child. The employer may reject an application not to take up or to discontinue leave due to unforeseen circumstances if this conflicts with the interests of the service or business.
2. If an employee applies not to take up or to discontinue their leave due to unforeseen circumstances, the employer will agree, provided this does not conflict with the interests of the service or business. The employer will decide no more than four weeks after the application has been submitted, giving reasons if they cannot grant it. Where parental leave is discontinued at the request of the employee, they will forfeit their entitlement to the remaining parental leave, and the accompanying remuneration, unless it is suspended due to sick leave or maternity leave.

## **15.7. Supplementary regulations on paid parental leave**

### **15.7.a. General**

1. Of the 830 hours' parental leave referred to in article 15.6.b. paragraph 1, on the basis of a full-time job, 415 hours per child will be paid leave.
2. The provisions of article 15.7a. notwithstanding, employees will retain 55% of the remuneration for the hours on which they are granted paid parental leave.

### **15.7.b. Reimbursement**

1. In some cases, employees are required to reimburse the remuneration they received under article 15.7a during the period of leave. This is the case if the employee resigns or is dismissed due to neglect of duty after they have taken all or part of their parental leave and if within a year of their period of leave their contracted working hours are reduced by a half or more of their working hours on the day before the period of leave started. In this case, the employee will be obliged to reimburse the employer for the remuneration received during parental leave over the number of hours by which their working hours have been reduced.
2. Reimbursement is not required if the employee resigns because they have accepted another job within secondary education.

## **15.8 Saving leave**

1. Employees are entitled to save their leave and take it at a later date. They may save up to a maximum of 60 hours' leave a year. In consultation with the participation council or joint participation council staff representatives, the employer may raise this maximum.
2. Conditions for taking saved leave are included in annexe 5 to this CAO.
3. The following employees may make no use of the provisions of this article:
  - a. employees appointed on a temporary basis to substitute for an employee who is temporarily absent;
  - b. employees appointed on a temporary basis to fill a temporary vacancy;
  - c. employees appointed on a temporary basis as trainee teachers.

4. The provisions of article 6.1. paragraph 2 notwithstanding, the number of hours leave that may be saved is not proportionate to contracted working hours.

# 16. PROFESSIONAL DEVELOPMENT

## 16.1. Professional development activities

In this section, professional development activities will in any event be understood to mean:

- a. formal training: courses, conferences and similar activities at school, team, department or subject level;
- b. activities aimed at improving or reflecting on work: peer coaching, peer review, coaching and similar activities at school, team, department or subject level;
- c. participation in digital networks and activities of professional associations and trade unions;
- d. reading professional journals and textbooks.

## 16.2. Collective professional development plan

1. Every year at least 10% of the block grant for staff costs should be spent – in terms of both time and money – on professional development activities.<sup>9</sup>
2. At least once every four years, frameworks will be agreed at board level, in consultation with the participation council or joint participation council staff representatives, within which professional development will be organised. Attention will be devoted to:
  - a. the development goals of both the organisation and its employees, in close cohesion;
  - b. how facilities for collective and individual activities will be made available;
  - c. how these development goals measure up to the requirements made of the organisation and its view of them.
3. Each year, these frameworks will be fleshed out at school level, in consultation with the participation council, into a collective professional development plan.
4. Each year, schools will account for expenditure of these funds in their annual report.

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<sup>9</sup> The block grant for staff costs is the basic funding received by the competent authority from the Ministry of Education, Culture and Science to cover staff costs. It is made up of a fixed sum and funds directly related to pupil numbers. Supplementary funds are not part of this block grant.

### **16.3. Individual professional development plan**

1. At least once every three years, employees will make agreements with their manager on their professional development. These agreements will be set down in an individual professional development plan. In the interview cycle, attention will be devoted to progress with these agreements.
2. The individual professional development plan will in any event include agreements on:
  - a. the professional development activities to be undertaken in the course of the plan;
  - b. how these activities will contribute to fulfilling the employee's wishes in relation to their professional development and employability and to meeting the organisation's development goals;
  - c. how these professional development activities will be facilitated.
3. Employees trained up to and including secondary vocational (MBO) level will be given the opportunity to participate in a Prior Learning Recognition and Assessment (EVC) procedure. This may be repeated five years later, if necessary.
4. Employees trained up to and including secondary vocational (MBO) level 2 (basic vocational programme) are entitled to participate in a Prior Learning Recognition and Assessment (EVC) procedure. Any costs exceeding the basic, individual entitlement will be payable by the employer.
5. Employees trained to a level lower than secondary vocational (MBO) level 2 will have the opportunity to gain a starting qualification at the employer's expense.

### **16.4. Individual basic entitlement (hours)**

1. Teachers are entitled to 83 clock hours a year for professional development activities.
2. Teachers may decide for themselves how they will use the entitlement referred to in paragraph 1. The basic entitlement may only be used for compulsory professional development activities with the employee's consent.
3. Employees in the support staff job category are entitled to 40 clock hours a year. Paragraph 2 of this article also applies.
4. Employees will account for use of their basic entitlement for professional development activities in the normal interview cycle.

### **16.5. Individual basic entitlement (money)**

1. Teachers and employees in the support staff job category are entitled to €600 a year for professional development activities. They may use this sum for professional development activities of all kinds. The budget may also be used for activities in connection with the Register of Teachers.
2. Teachers or employees in the support staff job category may decide for themselves how the budget will be spent. It may only be used for compulsory professional development activities with the employee's consent.

### **16.6. Award of basic entitlement in both time and money**

1. The basic entitlement in both time and money will be awarded each school year. If employees make no use of their basic entitlement in the school year when it is awarded, it will be withdrawn, unless different arrangements have been made.
2. The basic entitlement in money may, in consultation with the employer, be saved over two years, provided this is based on a plan, submitted in advance by the employee.

### **16.7. Compulsory professional development activities**

1. Compulsory professional development activities take place within employees' annual working hours.
2. The costs, in terms of both time and money, are payable by the employer.
3. The provisions of article 6.1. paragraph 2 notwithstanding, facilities will not be calculated proportionately.

### **16.8. Professional development and policy on task allocation**

1. The basic entitlement in time and money is awarded proportionately on the basis of contracted working hours in accordance with article 6.1 paragraph 2. This will have no effect on policy on task allocation as referred to in article 8.1. paragraph 3, more specifically under d. 'professional development'. Existing agreements on policy on task allocation will remain in force, and may only be adjusted with due regard for the provisions of article 8.1 paragraph 5.

- 2 In those cases in which part d. of policy on task allocation does not amount to the individual basic entitlement for professional development, evidence should be provided that the individual teacher or support employee has been awarded the requisite number of hours to be used at their own discretion. This means that these hours must be accounted for in a recognisable form in other parts of policy on task allocation (e.g. PPA, or other tasks).

## 17. EMPLOYMENT

### 17.1. Employment policy

1. The employer will promote preservation of employment to the best of their capacity.
2. If on the basis of the continuity clause in the annual report and the multiyear staff establishment plan, the employer envisages staffing problems, they may invite the trade unions for talks on a plan of approach to prevent conflict arising in terms of either quality or quantity.
3. Employers that have agreed a social charter with the trade unions, will pursue employment policy and policy on transfers in the event of a reorganisation pursuant to the Order implementing the social charter applicable to the institution on 20 June 2007. If the aforementioned charter contains no provisions on policy on transfers, article 17.4 will apply.
4. If the institution has not agreed a social charter with the trade unions, or if the talks referred to in paragraph 2 have not led to a plan of approach, the employer will pursue employment policy in accordance with annexe 6 to this CAO..

### 17.2. Participation

The employer will promote participation of employees as referred to in article 11.2.<sup>10</sup>

### 17.3. Promoting employment for young and newly qualified teachers

1. In the interests of a balanced staff complement and the continuity of the teaching process, the employer will promote the employment of young and newly qualified teachers. Wherever possible, they will may use of the labour market instruments and grant facilities at the disposal of the sector.
2. The employer will pursue a policy aimed at preventing outflow of young teachers.
3. The employer will consult with the participation council or joint participation council staff representatives on the issues referred to in paragraphs 1 and 2 at least once a year.

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<sup>10</sup> The sector has committed to creating employment opportunities for people with poor labour market prospects. This commitment is based on the Social Agreement concluded between the government and the social partners.



#### **17.4. Transfer**

1. In principle, employees will be transferred at their consent.
2. Involuntary transfer of employees between the employer's institutions is only possible:
  - a. in the event of a staff shortage at a given institution;
  - b. in the event of a conflict, where, in order to return to a workable situation, the employees involved are transferred to another institution;
  - c. if performance is poor;
  - d. at the advice of the in-house medical officer;
  - e. in other grave circumstances, identified by the employer;
  - f. to enable staff to be transferred in the cases referred to at b, c, d and e.
3. The employer who intends to transfer an employee will enter into consultations with them to set the conditions under which this may take place. The agreements reached during these consultations will be put in writing. If no agreement is reached and the employer decides to transfer the employee without their consent, they will indicate how they have weighed the employee's interests against those of the organisation.
4. Employees who enable the transfer of another employee, either wholly or in part, will receive an allowance from the employer for the extra travel costs incurred, based on travel by public transport within the framework of the travel costs regulations.

5. Every employee who, as the result of a transfer from one institution to another, has to work at several locations on a single day, will receive an allowance for any extra travel costs incurred, based on the official travel section of the travel costs regulations.
6. The extra travel time incurred by employees transferred voluntarily or involuntarily to enable the compulsory transfer of another employee will be deducted from their working hours.
7. Where a transfer leads to extra travel time between institutions on the same day, this will be deducted from the employee's working hours.

# 18. OTHER RIGHTS AND DUTIES

## 18.1. Information provision

1. The employer will provide employees with a copy of this CAO, including the annexes referred to in article 24.3. paragraph 1.
2. The employer will in any event ensure that the following are available for inspection at a place freely accessible to staff:
  - a. the bye-laws and other regulations of the legal entity;
  - b. a copy of this CAO, including the annexes referred to in article 24.3. paragraph 1;
  - c. where applicable, the orders and other regulations issued by the board;
  - d. instructions and/or regulations referred to in article 24.3. paragraph 1;
  - e. the management statutes;
  - f. other applicable regulations relating to conditions of employment and their further elaboration and/or working conditions;
  - g. education legislation relevant to the institution, and policy rules and funding conditions published by the Minister;
  - h. the Participation (Schools) Act and regulations on participation;
  - i. the address and regulations of:
    - the Objections Committee for privately-run schools referred to in article 19;
    - the Participation in Schools Disputes Committee (*Commissie voor geschillen medezeggenschap onderwijs*);
    - Other committees relevant to the staff;
  - j. the name and address of:
    - the social security implementing organisation to which the employer is affiliated;
    - the health and safety or other specialist service;
    - the external Job Rating Objections Committee.
3. Within two months of taking up their post, employees will provide the employer with the information needed for an overview of years of pensionable service. This statement on years of pensionable service cannot be changed at a later date.
4. Employees will provide the employer with the information that may in all reasonableness be considered necessary for complying with funding conditions and other statutory requirements, and for implementing the provisions of this CAO.

5. With due regard for the provisions of the General Data Protection Regulation and regulations based on it, the employer will treat all personal information relating to employees with the utmost care.

### **18.2. Performance of duties**

1. Employees will perform their duties in accordance with the principles and objectives of the school, as set down by the legal entity and described in the school charter.
2. In performing their duties, employees will comply with the rules set out by the employer in instructions and/or regulations, and with other guidelines, issued to them by or on behalf of the employer.
3. The employer will consult with employees on specific components of their job, and on changes to them. The work must be such that it can in all reasonableness be entrusted to the employee.
4. Employees who are prevented from performing their duties are obliged to inform their employer as soon as possible, giving reasons.
5. Employees are obliged to perform the duties belonging to the job in which they have been appointed.
6. Employees will receive no remuneration for the period in which, contrary to their obligations, they have deliberately neglected their duties.

### **18.3. Interview cycle**

The employer, or their representative, will regularly hold interviews with each employee to discuss their present and future performance. These interviews will take place in the form of a professional interview cycle. An assessment may have consequences for the legal status of the employee. In consultation with the participation council or joint participation council staff representatives, the employer will draw up regulations on the interview cycle, setting out subjects, procedure and frequency. Career development and pressure of work will be permanent features of the interview cycle for support staff.

#### **18.4. Secondary activities**

1. Employees will inform the employer of any employment contract they have entered into, and of all other work for which they receive a salary or income.
2. Employees will also inform the employer of every change in the nature and scope of the work referred to in paragraph 1.
3. Employees will not be permitted to do the work referred to in paragraph 1 if, in the opinion of the employer, it may reasonably be considered to conflict with the interests of the institution.
4. Employees may no longer perform secondary activities for which they receive no salary or other income if these may reasonably be considered to conflict with the interests of the institution.

#### **18.5. Confidentiality**

1. The employer and their employees will exercise the utmost care and confidentiality in dealing with confidential information with which they have been entrusted in the performance of their duties or because of their job.
2. The obligation referred to in paragraph 1 also applies after termination of the employment contract.

#### **18.6. Intellectual property**

If and insofar as an employee's job entails production, at the request of the employer, of certain works to which copyright applies, the copyright will be held by the employer, unless agreed otherwise.

#### **18.7. Safety and prevention of sexual harassment, racism, and aggressive and violent behaviour**

1. The employer, in consultation with the participation council or joint participation council staff representatives, will set policy geared to creating a healthy learning and working environment within the institution for all pupils, students and employees. The employer will evaluate this policy each year.

2. In relation to employees, the policy referred to in paragraph 1, will in any event contain agreements on the following:
  - a. ensuring social and physical safety;
  - b. preventing sexual harassment, racism, and aggressive and violent behaviour;
  - c. preventing sickness absence;
  - d. staff health and wellbeing;
  - e. training and coaching employees, where needed, with a view to achieving the above.
3. The agreements referred to in paragraph 2 will also target the following in particular:
  - a. employees with supervisory jobs and in-house emergency officers;
  - b. facilitation of in-house emergency officers, with as departure point that all costs – in terms of both time and money – will be met by the employer and that existing in-house emergency officers will not be disadvantaged by the agreements.
4. In addition to facilitation referred to in article 18.7 paragraph 3b, every in-house emergency officer will receive a gross monthly allowance of €15.

## 19. RIGHT OF APPEAL

1. Employees may appeal against a decision taken by the employer entailing:
  - a. a disciplinary measure (with the exception of dismissal);
  - b. suspension;
  - c. direct or indirect denial of a promotion;
  - d. designation of another institution or other institutions where the employee will be required to work;
  - e. refusal to award the annual increment.
2. The employer will inform the employee by registered letter that they may lodge an appeal with the Appeals Committee, giving the address of this committee and the period within which appeal must be lodged.
3. The appeal referred to in paragraph 1 must be lodged in writing six weeks after the employee has been informed by registered letter of the employer's decision.
4. To hear appeals based on the above grounds, a single national Appeals Committee will be appointed for privately-run schools for the period in which this collective agreement applies.
5. The Committee's decisions will be binding.<sup>11</sup>

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<sup>11</sup> However, the dispute may be put to the sub-district court if the parties disagree with the Committee's decision.

## 20. PARTICIPATION

### **20.1. Trade union negotiations**

1. This CAO is the result of negotiations between the employer and the trade unions on matters of general relevance to the specific legal situation of personnel referred to in section 38a and 40a of the Secondary Education Act.
2. In addition to negotiating this CAO, the employer will enter into negotiations with the trade unions on the following matters:
  - a. the consequences for employees' legal status of mergers, board mergers and reorganisations, including disbandment of a school and establishment of a central service organisation;
  - b. amendments to employment policy.

### **20.2. Consultations with the participation council or joint participation council staff representatives**

1. The consultations between the employer and the participation council or joint participation council staff representatives within the frameworks set out in this CAO are geared to seeking harmony.
2. If, in relation to policy on task allocation (in accordance with article 8.1. paragraph 4) and elaboration of the job structure, the employer fails to gain the approval of the participation council or joint participation council staff representatives but nonetheless wishes to move forward with their plans, they must put the case to the Collective Labour Agreement for Secondary Education Objections Committee referred to in article 20.3., which has exclusive competence to decide in these matters.

### **20.3. Collective Labour Agreement for Secondary Education Objections Committee**

1. The parties have appointed a Collective Labour Agreement for Secondary Education Objections Committee under the auspices of the Educational Disputes Association.
2. The committee comprises either three or five members, of whom one or two are designated by the employers' organisation, and one or two by the joint trade unions. These members together elect an independent chair.



3. The committee's task is:
  - a. to decide whether approval referred to in article 20.2. paragraph 2 was rightly or wrongly withheld;
  - b. to decide on disputes submitted by either the employer or the participation council or joint participation council staff representatives between the employer and the participation council or joint participation council staff representatives on their interpretation of the provisions of this CAO.
4. At the joint request of either the employer or the participation council or joint participation council staff representatives, the committee decides on disputes other than the disputes referred to in paragraph 3b if in their opinion, they will or could affect the relations between them.
5. The committee's decision is binding.

#### **20.4. Facilities for participation**

1. Each year, the employer will consult with the participation council or joint participation council staff representatives to decide on the facilities to be made available to them.. These will be in line with the work they perform in the framework of participation, which will be accounted for in an annual activity plan.
2. Each year, the participation council or joint participation council staff representatives will issue a financial statement accounting for expenditure of the resources at their disposal under the provisions of paragraph 1.
3. If and for as long as the employer fails to gain the approval of the participation council or joint participation council staff representatives for proposed facilitation, the employer will be required to implement the regulations included in annexe 7 to this CAO.

#### **20.5. Trade union facilities**

1. At the request of the trade unions, the employer will provide facilities for meetings.
2. The employer will also provide the trade unions with the opportunity to publicise or distribute their publications within the institution, on the understanding that these may not conflict with the principles/objectives of the organisation.

#### **20.6. Code of conduct for mergers**

In the event of a merger and/or transfer of authority between two school boards, the employer will comply with the provisions of article 4 paragraph 5 of the Social and Economic Council's 2015 code of conduct for mergers.

## 21. HEALTH AND SAFETY CODE

With a view to achieving a safe and healthy learning and working environment, both employers and employees are required to comply with the provisions of annexe 13, the Health and Safety Code.

## 22. TRADE UNION NEGOTIATION AND FACILITIES FUNDS

### 22.1. Size of contribution

Employers in the secondary education sector are required to hand over the funds they receive from the Ministry of Education, Culture and Science in the framework of the trade union negotiation and facilities regulations to the Secondary Education Council. On balance, these are the total funds incorporated into the block grant awarded by the ministry each year after indexation.

### 22.2. Collection of contributions

1. The Secondary Education Council is required to collect the funds referred to in article 22.1. The Council will do so every quarter by means of a charge, to be determined pro rata by school board on the basis of the total funds referred to in article 22.1. released by the Ministry of Education, Culture and Science and incorporated into the block grant payable to secondary schools.
2. The Secondary Education Council is not responsible for collecting funds from school boards that are not party to this CAO.

### 22.3. Payment and distribution of funds

1. In the same quarter, the Secondary Education Council is required to transfer the funds collected in compliance with article 22.2 to the Association for the Funding of Leave for Trade Union Work in the Education Sector to which the parties to which the trade unions participating in CAO negotiations are affiliated.
2. The trade unions affiliated to the association distribute the funds on the basis of their own allocation criteria.

### 22.4. Commitment and accountability

1. The trade unions spend the contributions they receive on work for the secondary education sector, including the costs of substituting for employees on long-term special leave in connection with work relating to wage negotiations and trade union work in the secondary education sector. These contributions may also be used in other ways for work relating to wage negotiations and trade union work for secondary school staff.

2. Within six months of the end of the calendar year, the board of the Association for the Funding of Leave for Trade Union Work in the Education Sector will submit to the Secondary Education Council a financial statement over that calendar year comprising the annual accounts, the annual report and other financial data. In compiling this statement, the board of the association will make use of the annual accounts, annual statements and auditor's reports submitted by the trade unions.
3. The financial statement will be accompanied by an auditor's statement, issued by an accountant as referred to in article 393, paragraph 1 of Book 2 of the Civil Code, showing that the budget has been spent in accordance with the provisions of this regulation.
4. Insofar as the statement referred to in paragraph 3 does not show that the budget has been spent in accordance with the provisions of this regulation, the Secondary Education Council may demand repayment of the amount in question.

#### **22.5. Effect**

In situations of a temporary nature in which the CAO has expired and no new agreement has yet been reached, the provisions of this section will remain in force.

## 23. COMPLIANCE

1. Parties to this CAO will wherever possible promote compliance with its provisions.
2. If there is a suspicion that the agreement is not being complied with, the parties to it will inform the employer in question.
3. Parties may ask the employer for further information. The employer is obliged to provide this information within a reasonable time-frame, but within four weeks at the latest.
4. If the information provided by the employer gives good cause, the parties will enter into consultations with them with a view to ensuring compliance with the CAO.
5. If necessary, parties will institute legal proceedings to enforce compliance.

## 24. TRANSITIONAL AND FINAL PROVISIONS

### **24.1. Transitional rights under the Salary Structure (Schools) Review (HOS)**

Entitlements applicable on 31 July 1996 pursuant to Title V of the Legal Status (Education Personnel) Decree will, where applicable, remain in force from 1 August 2005.

### **24.2. Top-up allowance for teachers**

1. The monthly top-up allowance is intended for employees in the teacher job category who on 31 December 1999 and 1 January 2000 were working for the same employer in the same job with the same maximum salary scale, or on 1 January 2000 started work for a different employer in the same job with the same maximum salary scale and on 1 January 2000:
  - a. had received a salary for more than one school year in accordance with the highest amount in the highest preliminary scale; or
  - b. were being paid in accordance with the maximum salary scale for that job; or
  - c. were being paid a salary higher than the maximum salary for the job on the basis of the regulations guaranteeing existing entitlements.
2. Employees referred to in paragraph 1 will receive a monthly top-up allowance from 1 August of the school year following the school year in which they reach the maximum salary for their career pattern.
3. The monthly top-up allowance will amount to:
  - a. €26.78 for teachers in salary scale LB (new teachers);
  - b. €48.93 for teachers in salary scale LC (experienced teachers);
  - c. €24.21 for teachers in salary scale LD (experienced teachers with special skills).
4. The top-up allowance is based on a full-time job. It is regarded as remuneration and is pensionable income.
5. Employees meeting the conditions listed in the previous paragraphs will retain their entitlement to or the prospect of the top-up allowance if at any time they change employers and are subsequently appointed by the new employer in the same job in the same maximum salary scale. The term 'subsequently' is also understood to mean 'subsequent to a period in which the person in question received benefit under the Redundancy scheme for secondary school staff (Wovo)'.

6. Teachers in an LB or LC category job with a salary higher than the maximum salary for this job and who at any time are appointed in an LC or LD category job will retain their entitlement to a top-up allowance.

#### **24.3. Annexes**

1. The employer will ensure that the schemes and regulations referred to in articles 13.1. paragraph 4, 14.1. paragraph 7 and 17.1. paragraph 3, insofar as they are applicable, will be attached as annexes to this CAO.
2. The annexes to his CAO are an integral part of it.

#### **24.4. Notification of interim amendments to this CAO**

Employers in the private education sector will inform the Directorate of Labour Affairs of the Ministry of Social Affairs and Employment of interim amendments to this CAO on the basis of article 1.3 paragraph 4 in the manner prescribed by the ministry.

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