Content Collective Labour Agreement (CLA) Sanquin 2021-2022

Preamble Collective Labour Agreement Sanquin 2021-2022

The undersigned,

I. Sanquin Blood Supply Foundation, registered in Amsterdam, hereinafter referred to as Sanquin

and

II. the following organisations of employees:
   1. FNV (Dutch Trade Union Confederation)
   2. CNV Connectief Zorg & Welzijn, (CNV is the Dutch National Federation of Christian Trade Unions)

   hereinafter referred to as trade unions,

hereinafter referred to as parties to the Collective Labour Agreement (CLA parties), have entered into a Collective Labour Agreement (Sanquin CLA 2021-2022).

Duration
The CLA has a duration from 1 January 2021 to 1 January 2023.

Salary increases
1. The salary scales and salaries are increased by 2.5% as of 1 January 2021.
2. The salary scales and salaries are increased by 2.25% as of 1 January 2022.

Pension contribution division
As of 1 January 2022, the payment of pension contributions is changed. The employer pays 60% instead of 55%, and the employee 40% instead of 45%. Article 3.3.2, paragraph 3, of the CLA is therefore amended as follows: 'As of 1 January 2022, 40% of the pension contribution is recouped from the employee.'

Sustainable employability
In addition to the current schemes and initiatives regarding sustainable employability, € 500,000 will be made available for new initiatives during the term of this CLA. This budget is used for the following schemes:

Generation policy – employees temporarily have the opportunity to register for a generation scheme (working 70, 80 or 90%) from 3 years before the AOW pension date (Dutch state pension) under these conditions:
a. The number of working hours must remain at least 18 hours per week on average;
b. All accumulated leave (Personal Life-Stage Budget - PLB / My SanQeuze Budget - MSB / compensation hours, time savings) must be taken before the employee can make use of the scheme. Employee and manager draw up a plan for this;
c. The employer continues to pay the salary for half of the exempt hours, the employee does not receive any salary for the other half;
d. All terms of employment in time are reduced to the newly chosen number of working hours;
e. All terms of employment in cash are adjusted to the new salary payment;
f. The employee can base the pension accrual on the new (lower) salary payment, or on 100% of his or her previous contractual working hours (continuation of the current premium payment);
g. The employee is no longer eligible for any transitional arrangement concerning the accrual of (PLB) leave from the moment he or she participates in the generation scheme;
h. If there is more interest than available budget, the CLA parties will endeavour to make the employees with the longest employment contracts eligible for the generation scheme first. If necessary, the CLA parties will also try to reduce the applications for high exemption percentages to a lower percentage;
i. If any budget remains, the scheme will be open to employees from 4 years before their AOW pension date and after that, possibly also 5 years;
j. When repositioning the vacancies created by this scheme, Sanquin strives for a balanced age structure in the organisation and for opportunities for internal advancement;
k. Sanquin informs employee participation bodies and CLA parties about the extent to and the manner in which employees make use of the scheme;
l. Employees participating in the scheme can continue to do so until they are entitled to their pension. A choice once made by the employee applies for the entire period up to AOW pension date.

The table below contains a summary with examples. The percentages are percentages of the original employment. For example: A 10% exemption for an employment contract of 32 hours = 3.2 hours.

Work exemption	Hand in salary	Continued payment	Adjustment working conditions in time to	Adjustment working conditions in money to	Pension accrual to employee's choice
10%	5%	5%	90%	95%	95 or 100%
20%	10%	10%	80%	90%	90 or 100%
30%	15%	15%	70%	85%	85 or 100%

In addition, parties make the following agreements in the context of sustainable employability:
Informal care – older employees in particular are increasingly called upon to provide informal care. This can (partly) be overcome by the option of taking emergency leave, short-term care leave, and long-term care leave. In the CLA 2021-2022, the option of long-term care leave is extended from 11 to 12 weeks on an annual basis. In addition, the employee can invoke the Wet flexibel werken (Dutch Flexible Working Act). Based on the CLA, the employer can also grant paid or unpaid leave. The need for and interpretation of informal care becomes a structural part of the employee evaluation cycle, in which the option of granting (un)paid leave for informal care is explicitly discussed. Informal care emerges from internal Sanquin research as a key stress factors for employees, and is therefore a theme that remains high on the sustainable employability agenda.

Time saving – the option to save time off is extended from 50 to 100 weeks. This time can be used for longer periods of leave, for example in addition to maternity leave or parental leave, or for a sabbatical. It is also possible to use this time immediately prior to retirement. Agreements about this are laid down in an MSB Plan in consultation between employee and manager. This plan is evaluated annually and adjusted where necessary. If the employee has saved at least 50 weeks of leave, and wishes to use all of it immediately before retirement, he or she will make agreements on this at least 12 months before the start of the leave period.
However, if the employee is absent frequently or for a long time due to illness, the employer and employee can agree on using the saved leave earlier or differently to make sure the employee can continue to work in good health until his or her retirement age. The ultimate decision to use the saved leave for this purpose is up to the employee. Working in good health is a shared responsibility. This means that the use of the saved time is discussed in conjunction with (other) provisions available to employee and employer, such as early retirement, adjustment of the part-time percentage, a different design of the work schedule, and continuing to work in a position that is less burdensome for the employee.
The employee can save up time in PLB hours, MSB hours, compensation hours for irregular shifts, compensation hours for overtime, and compensation hours for standby, on-site standby and on-call duty shifts.

Work pressure
Although for Sanquin measures to regulate the pressure on the work floor relate to sustainable employability, previous CLA meetings and a survey by the trade unions have shown that it is also important to pay specific attention to this subject.
The CLA parties have agreed that:

1. The employer strives for a good balance in the performance of the work as part of the integrated operational management;
2. The employer recognizes, charts, and discusses work pressure;
3. The employer addresses and solves work pressure problems by:
    - Reporting this in the organisation;
    - Determining priorities together with the employee participation bodies and employees in how to tackle any work pressure;
    - Attaching noticeable results to this within an agreed period of time;
    - Facilitating teams or individual employees for a (cyclical) approach;
    - Monitoring progress together with employee participation bodies and employees.
4. The initiative from a team or employee(s) to tackle workload problems is facilitated by the employer where possible. If the initiative includes (local) solutions, these will be implemented. The employee representation is informed about these initiatives.

During the term of this CLA, Sanquin periodically provides feedback to the CLA parties about any issues addressed as a result of the preventive medical examination.
In accordance with the CLA 2017-2019, the parties are also looking at a possible revision of the provisions with regard to night shifts and standby, on-site standby and on-call duty shifts.

Internships
The appendix on traineeship allowances in the CLA is amended as follows:

1. The internship allowance is awarded to intermediate and higher vocational education students and to university students, research internships excepted;
2. The allowance for a full-time internship from 1 January 2022 is € 400 gross per month. For a part-time trainee, the pro-rata principle applies. This compensation includes the costs incurred by the intern;
3. The intern is also eligible for a travel allowance for commuting in accordance with Article 11.1.1 of the CLA, unless he or she receives a travel allowance for other reasons (for example a public transport card);
4. The internship compensation is indexed annually with the Harmonised Index of Consumer Prices (HICP);
5. The costs for necessary vaccinations are reimbursed by the government or the employer.

Process proposal for homeworking
In the coming CLA period, the details of the homeworking scheme will be shared and discussed by the employee representation and the employer together with the trade unions. The aim is to look into possibilities to lay down a homeworking policy in the CLA. The parties have expressly agreed that Sanquin will involve the employee participation bodies in the development of such a policy and the design of the related regulatory agreements.

Annualised hours system / self-rostering
In accordance with the CLA 2017-2019, Sanquin wants to explore the possibilities of introducing an annualised hours system. Trade unions indicate that in many workplaces, this system does not work very well. Sanquin is looking for measures to increase the flexibility in the rosters, and to give the employee more control over his or her own working hours. To this end, the CLA parties will examine the possibilities for the introduction of such a system during the term of this collective agreement.

Sanquin intends to give employees the opportunity to determine their own on- and off-duty times by means of self-rostering. This also gives them more control over their own sustainable employability. Where this leads to amendments to collective agreements, CLA parties will discuss them in the current CLA period, and implement any adjustments and (new) agreements in the next CLA. During the term of this CLA, Sanquin will keep the parties informed about the situation regarding the introduction of the self-rostering system.

Modernisation of the CLA
As agreed upon in the CLA 2017-2019, the parties value the accessibility and comprehensibility of the CLA texts. Therefore, a working method has been laid down in the preamble to the CLA 2017-2019. During the term of the CLA 2021-2022, the parties will discuss its modernisation; this primarily concerns the content: can, for example, articles that are no longer relevant be deleted, or should texts be adapted to be (again) relevant for Sanquin. Once the updated content has been agreed upon, the text will be simplified as much as possible, and made more readable. The modernised texts will be included in the next CLA. The parties aim to complete this process before the negotiations on the CLA '2023 and beyond' will start.

One periodic salary increase date for all employees
Sanquin will set one periodic salary increase date for all employees as of 1 April 2022. At present, this date still depends on the date of commencement of employment. The basic principle is that the individual employee will not experience any advantage or disadvantage from the transition to one date. 2022 is a transition year in which the employee will receive a periodic salary increase as of 1 April, the amount of which will be adjusted to the number of months that the employee should have completed under the previous regime until the next periodic salary increase date. This arrangement is independent of the CLA increases implemented as of 1 January 2021 and 1 January 2022.

Appendix to preamble: transition to one periodic salary increase date

Sanquin introduces one periodic salary increase date for all employees as of 1 April 2022. At present, this date still depends on the date of commencement of employment. The basic principle is that the individual employee will not experience any advantage or disadvantage from the transition to one periodic salary increase date. 2022 is a transition year, in which the following situations may arise:

1. Periodic salary increase date is 1 April: nothing will change.
2. Periodic salary increase date **before** or **after** 1 April:

   Before 1 April: salary increase date up to and including March 2022 (according to the previous system and not yet at the top of the scale), the amount of the increase per 1 April 2022 will be corrected by the number of months that the employee would have previously received a periodic salary increase, for example:
   - Previous periodic salary increase date is 1 January;
   - Per 1 April 2022 the employee will receive 15/12th of the increase;
   - Per 1 April 2023 the employee will receive the regular periodic salary increase.

   After 1 April: salary increase date after April 2022 (according to the previous system and not yet at the top of the scale), the amount of the increase will also be corrected, for example:
   - Previous salary increase date is 1 May;
   - Employee would have to carry on for one more month on 1 April until the next salary increase;
   - Per 1 April 2022 the employee will receive 11/12th of the increase;
   - Per 1 April 2023 the employee will receive the full salary increase.

Chapter 1 Definitions and scope

1.1 Definitions
A collective labour agreement, CLA, is an agreement between one or more (associations of) employer(s) and one or more associations of employees, in which these associations oblige their members to comply with certain conditions when entering into employment contracts.

In this CLA, the following definitions apply:

a. Employer
Sanquin Blood Supply Foundation in Amsterdam, consisting of the executive board, corporate staff and corporate services, Sanquin Health Solutions Group BV, Sanquin Diagnostics BV, Sanquin Reagents BV, Sanquinnovate BV, and the divisions Blood Bank and Research and Lab Services, in this CLA to be called: Sanquin.

If Sanquin plans to establish a legal entity with the intent to provide services exclusively or almost exclusively to Sanquin, the parties will consult on whether or not to apply this CLA.

b. Employee
The person who has entered into an employment contract with the employer as referred to under a, unless the person concerned:

- Is a director, meaning the person who is charged with policy preparation and the overall management of a division/company of Sanquin, and who is directly accountable for this to the executive board, as well as the person who met this definition on 31 December 1997. The employer determines who is a director at Sanquin according to this definition;
- Occasionally works at Sanquin during the school holidays for a maximum period of six consecutive weeks (holiday replacement);
- Has been appointed to carry out temporary activities on a project basis, which are not customary at Sanquin (for example a construction coordinator).
- Has reached the AOW pension age (Dutch state pension).

c. Relationship partner
The registered partner or the person with whom the employee lives without being married. Unmarried cohabitation means that two unmarried persons run a joint household, with the exception of blood relatives in the first degree.

d. Salary
The gross monthly salary applicable to the employee, excluding the allowances (including overtime; irregular shifts; standby, on-site standby and on-call duty shifts; bonuses; bottleneck benefits; special performance; replacement; holiday allowance; commuting expenses; travel and accommodation expenses; BIG registration costs and relocation costs), as far as not stated otherwise in the provisions of the CLA.

e. Hourly wage
Hourly wage is understood to mean 1/156th part of the salary that is based on full-time employment (36 hours per week on average).

f. CLA amounts
The amounts stated in the CLA are gross amounts, unless stated otherwise.

g. FWG® system
FWG 3.0® (Dutch abbreviation of Functie Waardering Gezondheidszorg) is the current computer-assisted system for job evaluation in healthcare institutions.

h. Intern
An intern works on the basis of a written internship agreement. An intern is not an employee as meant in the CLA, and he or she is not employed formatively.

i. Holidays and anniversaries
New Year's Day, Easter Monday and Boxing Day, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, King's Day and every year Liberation Day, as well as special holidays and anniversaries determined by Sanquin in consultation with the central works council (such as Sanquin anniversaries).

j. Free of duty
- Free of duty is understood to mean: Free of performing duties with the exception of standby and on-call duties.
- Free of all duty is understood to mean: Free of performing duties including free of special shifts as referred to in Chapter 10.
- Half a day off: A period of 18 hours free of duty.
- A day off: A period of 32 hours free of duty.
- One and a half consecutive days off: A period of 46 hours free of duty.
- Two consecutive days off: A period of 56 hours free of duty.
- Two and a half consecutive days off: A period of 66 hours free of duty.
- Three consecutive days off: A period of 72 hours free of duty.
- A free weekend: A period of 56 hours free of duty, being on Saturday and Sunday.

The formula for the number of consecutive days off insofar as not mentioned above: A period free of duty of which the number of hours amounts to the number of half days off, times 12 hours plus 6 hours.

k. Schedule of working hours and rest periods
The individual scheme of the working hours and rest periods of the employee.

l. In consultation and after consultation
In consultation is understood to mean: Consent of the (central) works council / the employee is required.
After consultation is understood to mean: Must have been discussed with the (central) works council / the employee.

1.2 Scope, exemption and application
1. This CLA applies to the employment relation between the employer as referred to in Article 1.1, under a, and the employee as referred to in Article 1.1, under b.
2. The employer is free to declare provisions of this CLA entirely or partly applicable to the employee who, according to the definition, does not fall within the scope of application of this CLA.

Chapter 2 Sanquin CLA

Article 2.1 Duration, amendment, and termination of CLA

1. This CLA enters into force on 1 January 2021, and runs up to and including 31 December 2022.
2. In the event of compelling circumstances this CLA can be amended, with the consent of the parties to the agreement, before the end of the term.
3. If neither party to the agreement has notified the other party or parties in writing at least one month before the termination date of this CLA that it wants to end the agreement or make changes in one or several provisions, this CLA is deemed to be tacitly extended by one year.

Article 2.2 Nature of CLA

The CLA is binding. One may only derogate from it when:

- The text states that derogation is a possibility at all;
- A proposed derogation benefits the employee, and is laid down in writing.

Article 2.3 Further implementing regulations

If one of the CLA parties thinks that the application of the arrangements in the CLA or parts thereof will result in unintended effects, the parties can adopt further regulations.

Article 2.4 Transitional arrangements in connection with Sanquin CLA 2001

This CLA applies to the employees of Sanquin. The parties to this agreement have established that, prior to the harmonisation of the employment conditions for (groups of) employees as realised in the Sanquin CLA 2001, other authorised arrangements may have applied than those laid down in that CLA. This called for arrangements for those (groups of) employees. Parties have reviewed the transitional arrangements in 2011. For now, the following transitional arrangements remain in force:

Holiday hours – For those who were employed before 1 July 2001, and to whom the AVR (Dutch employment conditions) for holidays applied, it applies from that date on that the basic number of holiday hours in case of full-time employment is 173 hours per calendar year (24 days of 7.2 hours for a 36-hour working week), irrespective of the position in the wage integration table.

Salary scales – As of 1 July 2001, the salary corresponding to the maximum salary of the relevant AVR scale or the next-higher salary in the wage integration table from this CLA applies as the maximum salary to be reached for employees to whom AVR 14 applied.
The maximum salary to be reached is understood to mean the standard maximum of the AVR salary scale applying to the employee on 30 June 2001, within reach for employees functioning properly/well. The employee also maintains the prospect of a further increase beyond the standard maximum as meant in the AVR-CLB, if after reaching the applying standard maximum he or she meets the criteria for achieving this as they read on 1 July 2001.
Periodic increases for employees to whom this applies take place per 1 January. For those employed by the CLB on 1 July 2001 and for whom the periodic date has been set at 1 July on the basis of existing schemes in 2001, this date is maintained. As of 2002, the periodic date of 1 January also applies to them.

Application of FWG 3.0®

1. The salary guarantee scheme of this CLA (Salary Implementing Regulations, Article 5) applies in the context of the FWG 3.0® introduction referred to here, on the understanding that the existing prospects in the aforementioned article are understood to mean: the provisions of Article 10 of these transitional arrangements with regard to the maximum to be reached.
2. Allowances:
    - For employees who received a labour market allowance on 30 June 2001, Article 7 paragraph 2 of the Salary Implementation Regulations of this CLA applies as of 1 July 2001. If and insofar as employees received a higher labour market allowance on 30 June 2001 than provided for in this CLA, they keep this amount. Changes, reductions or withdrawals of the allowance came into force on 1 July 2001 in accordance with the provisions of this CLA. If evaluation of the function with FWG® 3.0 leads to a higher classification, the level of any labour market allowance is determined again.
    - For employees who received an allowance for arduous working conditions on 31 December 2001 in accordance with Article 17 AVR-CLB, as it read on 1 July 2011, the amount of that allowance is deemed to be part of this salary guarantee scheme.

Hardship clause
If and insofar as the application of these transitional arrangements results in an apparent unfairness for the individual employee, the employer will derogate from this in order to eliminate this unfairness.

Article 2.5 Temporary workers and seconded persons
To the workers made available to Sanquin by an employment agency / secondment agency, this agency will grant working hours, wages, and other allowances corresponding to those granted to people employed by Sanquin and working in equal or equivalent positions.

Article 2.6 Interpretation committee
The CLA parties act as an interpretation committee for the provisions of CLA. The composition, working method and powers of this committee are laid down in regulations (Appendix E).

Article 2.7 Social Statute
In the event of a merger, forms of cooperation, reorganisation and (partial) closure of Sanquin, the provisions of the Social Statute apply (Appendix B).

Chapter 3 The employment contract, legal requirements and additional provisions

3.1 Employment contract

Article 3.1.1 Employment contract

1. The employment contract is entered into and changed in writing, and is drawn up in duplicate.
2. The employer ensures that the employee receives a copy of the employment contract or the amendment thereof, signed by both parties.
3. The employee is obliged to return a copy thereof signed by him or her to the employer as soon as he or she agrees with its content.

Article 3.1.2 Duration of the employment contract

1. The standard is that an employment contract is entered into for an indefinite period of time. This does not apply to the contract of an employee who has already reached the retirement age by then.
2. In the case of a fixed-term employment contract, the reason for the duration must be stated. A fixed-term employment contract is followed by an employment contract for an indefinite period if the employee functions properly/well, and the relevant position is considered to be part of the permanent staff establishment of Sanquin.
3. Article 7:668a of the Dutch Civil Code applies to a series of fixed-term employment contracts.
4. The effect of Article 7:668a of the Dutch Civil Code, paragraph 1, sub b, is excluded for temporary workers. If he or she enters into a fixed-term employment contract with Sanquin within six months of termination of the temporary employment contract, this employment contract is regarded as a second fixed-term employment contract. Article 7:668a of the Dutch Civil Code, paragraph 2, remains applicable.
5. In derogation from paragraph 2, a fixed-term employment contract entered into in connection with performing scientific research, may be followed up by a fixed-term employment contract no more than five times. The total duration of successive employment contracts cannot be longer than four years.
6. There are no restrictions on the duration and number of successive employment contracts for employment contracts entered into in connection with the performance of PhD research.

Article 3.1.3 Disputes

1. A dispute exists when employer or employee makes this known to the other party in writing and supported by reasons.
2. The employee can turn to the Employee Complaints Committee with regard to situations in the scope of the employment relation between employer and employee.
3. Disputes are settled by the ordinary courts.

Article 3.1.4 Suspension

1. The employer may suspend the employee for a maximum of one week with full pay, for such serious reasons that, in the opinion of the employer, continuation of the work by the employee is no longer justified.
2. The employer can extend the suspension once for a maximum of one week. The employer cannot impose an extension at the same time as pronouncing the first suspension.
3. The decision to suspend or extend will be communicated to the employee verbally without any delay, supported by reasons and confirmed in writing. The employee will be given the opportunity to give account to the employer within four days of the date of the letter he or she received (excluding Saturdays, Sundays, and public holidays). He or she may be assisted or represented in this by a lawyer.
4. The suspension may be extended until the end of the employment contract when:
    - Employer and employee have agreed to a termination agreement;
    - Employer has initiated a dismissal procedure at the UWV (Dutch Employee Insurance Agency);
    - Employer has submitted a request to court to dissolve the employment contract.
5. During the time of suspension, the employee keeps his or her salary.
6. The employer is authorised to deny the employee access to Sanquin's buildings and grounds during the suspension period, insofar as this does not relate to the employee's living space.
7. If it turns out that the employee was wrongly suspended by the employer, the employer will openly rehabilitate the employee at the request of the employee, and compensate him or her for the sustained damage.

Article 3.1.5 Administrative leave

1. The employer can place the employee on administrative leave for a maximum of three weeks if, in the opinion of the employer, the progress of the work – for whatever reason – is seriously hindered.
2. The employer can extend this non-active status once for a maximum of three weeks. With the consent of the employee or his or her representative, another extension of at most three weeks can be agreed upon.
3. The decision to place the employee on an administrative leave, or the decision to extend this leave, will be communicated to the employee orally by the employer, supported by reasons and confirmed in writing.
4. The suspension can be extended until the end of the employment contract when:
    - Employer and employee have agreed to a termination agreement;
    - Employer has initiated a dismissal procedure at the UWV (Dutch Employee Insurance Agency);
    - Employer has submitted a request to court to dissolve the employment contract.

    The condition is that, in the employer's opinion, compelling interests make this necessary.
5. During the administrative leave, the employee retains his or her salary and all other rights arising from the employment contract / CLA.
6. The employer is authorised to deny the employee access to Sanquin's buildings and grounds during the period of suspension, insofar as this does not relate to the employee's living space.
7. After the expiry of the period of administrative leave, the employee is entitled to resume his or her work. The employer has to support the employee resuming his or her work.
8. The measure of administrative leave cannot be used as a punitive measure.

Article 3.1.6 End of employment contract

1. The employment contract ends on the day prior to the day on which the employee reaches the AOW pension age (Dutch state pension).
2. The employment contract ends automatically:
    - By expiry of the term for which the employment contract was entered into, unless the employment contract is converted into an employment contract for an indefinite period under Article 7:668a of the Dutch Civil Code;
    - By termination of the activities for which the agreement was entered into, unless the employment agreement is converted into an employment contract for an indefinite period;
    - When the employee passes away.
3. The employment contract ends by giving notice of termination, with due observance of Article 3.1.7:
    - If the agreement has been entered into for an indefinite period of time;
    - If termination has been agreed;
    - In the event of an urgent reason as referred to in Articles 7:678 and 7:679 of the Dutch Civil Code;
    - During a probationary period agreed in writing as referred to in Article 7:652 of the Dutch Civil Code.
4. The employment contract ends by dissolution by:
    - The court pursuant to Article 7:671b or Article 7:671c of the Dutch Civil Code.

Article 3.1.7 Notice of termination

1. The employment contract is terminated in writing.
2. A fixed-term employment contract can only be ended prematurely if that right has been agreed upon in writing for each of the parties.
3. With the exception of termination for urgent reasons as referred to in Articles 7:678 of the Dutch Civil Code, an employment contract cannot be terminated without the employer having a dismissal permit.
4. The person terminating the employment contract will provide in writing upon request the reason of the termination, also during an agreed probation period.
5. The effective date of the dismissal is the first day of the calendar month.
6. The employer cannot give any notice of termination during the time that the employee is unfit to perform due to illness, unless this incapacity has lasted for two years, or the incapacity has arisen after the UWV (Dutch Employee Insurance Agency) has received a request for a dismissal permit.
7. The employer conducts an exit interview with the employee who wishes to terminate the employment contract by giving notice of termination.

8. When extending the statutory notice term for the employee to three months, the employer term can be equated to the employee term. If the employee's term is extended to a term of four, five or six months, this term is doubled for the employer.
9. If the employer terminates the employment contract, the statutory notice period applies if this leads to a longer period than stated in the employment contract.
10. The old term continues to apply for the employee who was employed by Sanquin on 1 January 1999, who was 45 years or older at that time, and for whom a longer notice period applied than the one according to paragraph 8 of this article.

Article 3.1.8 Termination after childbirth and re-entry

1. If the employee terminates the employment contract in connection with childbirth no later than ten calendar days after the delivery, the applicable notice periods do not have to be observed. The employment ends on the first day of the following calendar month.
2. An employee who has terminated the employment contract in connection with childbirth or the care of his/her child(ren), is entitled to preferential treatment in an application procedure at Sanquin for a maximum of two years after the dismissal.

Article 3.1.9 Death benefit

1. Following the death of the employee, the employer pays a death benefit to the spouse or partner from whom the employee was not permanently separated. In the absence of such a person, his or her minor children will receive this payment. In the absence of them, the person with whom the employee lived in a family unit, and whose subsistence costs he or she largely provided, is the beneficiary.
2. If the deceased does not leave any relations as referred to in paragraph 1, the employer may transfer the benefit or part thereof to the person(s) who, in the employer's opinion, qualify for it on the basis of fairness considerations.
3. The death benefit is based on the employee's last salary in the period from the day after the death up to and including the last day of the third month after the month in which the death occurred.
4. The death benefit is reduced by the amount that is paid in connection with the death by the health or disability insurance, pursuant to the Toeslagenwet (Dutch Supplementary Benefits Act).

3.2 Obligations of employer and employee

Obligations of employer

Article 3.2.1 General obligations of employer

1. The employer is obliged to do or refrain from doing everything a good employer should do or refrain from doing in similar circumstances.
2. The employer provides the employee with the necessary personnel, instrumental and spatial facilities, and ensures that the necessary professional literature is accessible. This after consultation with the person and department concerned, and within the possibilities of Sanquin.
3. The employer pursues an active policy with regard to the participation of women in senior and managerial positions. To this end, a policy plan will be drawn up in which attention will be paid to positions in which there is under-representation, agreements regarding the elimination of under-representation, acquisition, career coaching and training.
4. The employer pays attention to work pressure in the context of the working conditions policy. If absenteeism rates give reason for this, it will be investigated by or under the supervision of the health and safety services whether there is a relation with the workload. If so, appropriate measures will be discussed in consultation with the (central) works council.
5. When an employee working in varying shifts indicates that he or she cannot do this any longer, the employer will look for a suitable solution in consultation with the employee.
6. In the context of an age-oriented personnel policy the employer will draw up a scheme including measures to reduce the workload of the older employee. The employer does so in consultation with the central works council. Measures may concern a transfer to another position or a job adjustment.

Article 3.2.2 Annual interview(s)

1. The employer has an interview with the employee at least once a year, in accordance with the system established for this purpose, and in consultation with the central works council.
2. Both employer and employee can take the initiative to meet.
3. In the conversation, at least the following will be discussed:

- Planning for periods of working and resting in the coming calendar year;
- Spending of the Personal Life-stage Budget (PLB) / My SanQeuze budget (MSB);
- Availability for night shifts of the employee of 50 years and older;
- Performance of the employee;
- Working conditions/climate;
- Personal Development Plan (PDP) and the budget available for this.

4. In the interview, the employee's possible need for and interpretation of informal care activities are also discussed, with special attention for the option of granting (un)paid leave for informal care. Employer and employee jointly search for a solution that enables the employee to carry out the informal care activities, while replacement is arranged in the department.

Article 3.2.3 Employee complaints procedure

1. The employer establishes an employee complaints committee.
2. In consultation with the central works council, a general complaints procedure and rules for undesirable behaviour are established.
3. The employer and the central works council nominate an equal number of committee members. The committee members are appointed by the executive board.
4. The complaints committee issues a compelling written advice to the employer. The employee will receive a copy of this.

Article 3.2.4 Insurance agreement

1. The employer is obliged to conclude an insurance contract that covers the employee's personal civil liability for death, physical injury and/or property damage caused to third parties in the performance of his or her function, including damage caused to third parties by those who guide the employee in the work situation on behalf of the employer.
2. The employer indemnifies the employee against liability in this regard, and refrains from any possibility of recourse against the employee, unless the damage is the result of intent or wilful recklessness on the employee's part.

Article 3.2.5 Legal assistance

1. The employer will provide adequate legal assistance if the employee is involved in an internal or external complaints procedure, including disciplinary proceedings, unless there is evidence of negligence or wilful recklessness on the part of the employee.
2. If negligence or deliberate recklessness is not established, the employer will provide adequate legal assistance. If, after the (complaints/disciplinary) procedure, it appears that there has been negligence or deliberate recklessness after all, the employer can decide to recover the costs involved with the legal assistance that is provided from the employee.
3. This article does not pertain to criminal proceedings.

Article 3.2.6 Registration costs BIG and quality register, membership of the professional association

1. The employee who is obliged to register under Article 3 of the BIG Act (Dutch register for professions in individual healthcare) is reimbursed for the costs for the initial registration, if the employee actually performs the job. The registration costs are reimbursed once every five years.
2. The employee who has completed a training, and who has a professional practice as referred to in Article 3 of the BIG Act or covered by Article 34 of the BIG Act by means of a General Administrative Order, and who is also a member of a professional association affiliated with one of the CLA parties, will be reimbursed for the costs for the quality registration as well if the professional association keeps a quality register at the start of the term of this CLA. The reimbursement only concerns the costs of registration in a quality register; it does not concern any necessary costs for the training to meet the registration requirements. This training need can be included by the employee in his Personal Development Plan, as referred to in Article 3.2.18.
3. Registration costs for quality registers that do not qualify for advance payment on the basis of paragraph 2 may, in consultation with the central works council, be reimbursed by the employer.
4. Costs of membership of a professional association are reimbursed by the employer if and insofar as it concerns a profession practiced at Sanquin.

Article 3.2.7 Rolling social policy plan

1. The employer gives effect to the social policy, as described as desirable policy in the Social Policy Statute.

2. The employer draws up a rolling plan each year, in consultation with the central works council. This indicates which parts of the social policy will be implemented in the coming years.

Article 3.2.8 On-call workers (zero-hours contract)

1. On-call contracts are only used to cover unforeseen and unplanned activities or absenteeism of employees that cannot be provided by employees with an employment contract for a fixed or indefinite period of time and with a number of agreed working hours (or is only possible with a disproportionate negative effect on planned rosters).
2. Employees with an on-call contract who have been working at Sanquin for one year can request an employment contract with a fixed number of hours per year as a (flex pool) employee. The employer will comply with this request, unless there is a compelling commercial interest against this.
3. At least once a year, the employer consults with the central works council about the use of on-call contracts.

Article 3.2.9 My SanQeuze Budget

1. The employee receives the My SanQeuze Budget (MSB). The budget is a combination of money and leave hours and includes a holiday allowance, the end-of-year bonus, the annual Personal Life-Stage Budget (PLB, hereinafter to be called MSB(hours)), including any holiday still to be accrued in excess of the statutory entitlement. The 'PLB transitional arrangement' from the Sanquin CLA 2009-2011 will continue to apply in full.
2. PLB credit accrued in the period *before* 1 January 2019 is not part of the MSB. This credit is retained and has no limitation period.
3. Holiday hours in excess of the statutory entitlement that have been accrued in the period before 1 January 2019, will not be added to the budget. The expiry period that applies to these hours remains unchanged.
4. The MSB is accrued monthly. The money value of the budget is based on the salary actually earned by the employee in that month. Budget in hours is related to the part-time percentage of employment.
5. The MSB can be used for a spending target to at most the budget that has been built up. Sanquin ensures that the employee has insight into the amount, structure, and mutations of the budget, and into the effect of choices on, for example, the net salary and pension accrual.
6. The budget can be used every month to buy extra leave or to have an amount paid out for goals to be determined at the employee's own discretion. My SanQeuze regulations include (legal and fiscal) conditions concerning the spending of the budget.
7. The employee decides how he or she will use the MSB, permission for choices made is not necessary. When purchasing leave, the employee and his or her manager will discuss when extra leave can be taken to prevent any problems for the organisation, schedules or safety.
8. Saving MSB hours is possible for a motivated purpose. The employer lays down ideas for the deployment of MSB hours in a spending plan that the employer discusses with the employee. The spending plan includes at least the number of hours saved in the selected period. The employee can adjust the plan at any time.
9. If no choices are made to spend the budget or the budget is only partially spent, Sanquin reserves the remaining budget for the employee. The accrued budget will then be taken to the next month.
10. If there is still any budget – in money or hours – remaining in December for which the employee has not made a choice yet, the remaining budget will be paid out in December, taking into account the legally required deductions.

Obligations of employee

Article 3.2.10 General obligations of employee

1. The employee is obliged to perform the agreed work to the best of his or her ability and to behave in accordance with the instructions given by or on behalf of the employer. In doing so, the provisions laid down in a professional statute or code, as formulated for each professional group and ratified by the CLA parties, are taken into account. Nevertheless, the employee has the right to refuse to carry out certain tasks because of serious conscientious objections. In this case, the management ensures that such measures are taken within the department of the employee concerned that this right can be exercised. The management keeps all parties involved in the department correctly informed.
2. Within reasonable limits, and insofar as this arises directly or indirectly from the interest of the work or Sanquin, or if any special circumstances make prior consultation impossible, the employee is

obliged to agree to changes in the activities connected to his or her job or in the working time schedule for a short period of time and no more than one month.

Article 3.2.11 Absence

1. If the employee is unable to perform his or her work, he or she is obliged to inform the employer of this as soon as possible, stating the reasons.
2. The employer does not owe the employee any salary for the time during which the employee deliberately fails to perform his or her duties contrary to his obligations.

Article 3.2.12 Medical examination

The employee is obliged to submit to a medical examination if the employer proves this to be necessary for the health situation within Sanquin.

Article 3.2.13 Ancillary functions

1. The employee is not allowed to hold any ancillary positions, paid or otherwise, that can reasonably be regarded as incompatible with his or her position or the interests of Sanquin.
2. In case of any doubt about the (in)compatibility of ancillary positions, the employee may be expected to consult the employer in advance.

Article 3.2.14 Gifts, rewards, inheritances

The employee is not allowed, unless this is expressly authorised by the employer:

- To participate in contracting work and deliveries to be carries out for the employer;
- To directly or indirectly accept or claim gifts, rewards or commission from authorities or persons with whom he or she is in contact by virtue of his or her position;
- To accept an inheritance or bequest from a person who, before his death, had a direct relationship with the employee as a donor or a patient, and who is not related by blood or marriage up to and including the fourth degree, a spouse or a (relationship) partner of the employee.

Article 3.2.15 Shares

Employees are not permitted to hold shares in Sanquin's commercial partners or to trade in such shares.

Mutual obligations

Article 3.2.16 Designation of residential area

1. If the employer thinks it is necessary, in the interest of Sanquin, he can designate a residential area where the employee is obliged to settle in the event of a change in the employee's position or the circumstances in which the function is performed.
2. An employee who settles upon entering into the employment contract or who is obliged during his employment by the employer to settle in a designated residential area, will be granted a relocation allowance in accordance with the provisions of Chapter 11, paragraph 11.4.

Article 3.2.17 Obligation of secrecy

1. The employee is obliged to maintain secrecy with regard to what comes to his or her knowledge by virtue of his or her position, insofar as this obligation follows from the nature of the matter or when it has been expressly imposed on him or her. This obligation is laid down in Article 272 of the Dutch Criminal Code and also applies after termination of employment.
2. The duty of confidentiality does not apply to those who are involved directly or as a replacement in the implementation of the WGBO (Dutch Medical Treatment Contract Act), BOPZ (Dutch Special Admissions in Psychiatric Hospitals Act) or the WMO (Dutch Social Support Act), insofar as the provision is necessary for their activities in that context.
3. The employer is obliged to maintain confidentiality about any personal information about the employee, unless the employee gives his or her permission to provide this information.

Article 3.2.18 Training and sustainable employability (as of 1 January 2020)

1. In addition to the employer's responsibility for sustainable employability and personal development of the employee, the CLA parties also find it important for employees to work on sustainable employability and personal development at their own discretion.
2. During the Plus Interview or at another time, the employee indicates what he or she wishes to do for sustainable employability or personal development in terms of goals, activities, a time path, and a cost

budget: the Personal Development Plan (PDP). Preference is given to personal development or sustainable employability in line with current or future work, but a link with work is not required.

3. The employer accepts the PDP, unless its objective does not reasonably fit the concept of sustainable employability or personal development. If the employer intends to reject the plan, he will motivate this in writing to the employee and propose alternatives. If the employer and employee do not reach an agreement, the employer will request advice from the HR business partner of the relevant business unit. If this advice does not lead to an agreement between employer and employee either, the employee will request advice from Sanquin's Employee Complaints Committee. If this committee agrees with the employee, the employer will accept the employee's PDP after all. If the committee is in favour of the employer, the employee will be given the opportunity to adjust his PDP in such a way that, in the opinion of the committee, it does reasonably meet the goal of sustainable employability or personal development.
4. For the realisation of the PDP, the employer offers the employee a Personal Development Budget (PDB) of 2,000 euros net every three years. This budget does not build up to 4,000 euros after six years, unless the employee has laid down a concrete plan in his PDP of more than 4,000 euros. In this way an employee can save for a more expensive goal than 4,000 euros, but then based on a concrete plan. If the employee wishes a PDP expenditure of more than 4,000 euros in the aforementioned period of 6 years, the employee and manager will discuss additional financing, for example by making additional training budget available by the employer.
5. The PDB can be spent on both material and non-material items from the PDP that contribute to personal development or sustainable employability, such as software, teaching materials, course fees, laptop and membership fees.
6. If the (saved) PDB is not sufficient to realise the PDP, the employee can supplement this from other sources, such as PLB hours, My SanQeuze Budget or subsidies.
7. After agreement on the PDP, the employee will receive the net amount from the employer per invoice.

Article 3.2.19 Compensation of material damage

1. The employer will reimburse material damage caused to the employee by a donor or patient that could not reasonably have been prevented, based on the following.
2. In this context, material damage is understood to mean: Damage to the employee's goods and/or damage as a result of injury, insofar as it concerns repair costs and costs due to permanent disability for a maximum of 24 months from the date of occurrence of the damage-causing event. The aforementioned damages are jointly compensated up to a maximum of 2,270 euros per event.
3. To be eligible for compensation, the employee must demonstrate that:
    - A donor or patient caused the damage;
    - He or she cannot be compensated in any other way in this matter;
    - The damage was caused in the performance of his or her duties;
    - He or she, in the employer's opinion, is adequately insured against risks where this is customary.
4. By compensating the employee based on this article, the employer is subrogated to the rights of the employee for a maximum amount of 2,270 euros to the rights the employee may have towards the person who has caused the damage.

Article 3.2.20 Employee's representation of interests

1. The employee has the authority to plead his interests with the employer personally or with the help of a representative.
2. Upon request, the employer will give the employee and/or his representative the opportunity to plead the employee's interests orally or in writing at short notice.

Article 3.2.21 Regulation for whistle blowers

The employee can safely report any suspected wrongdoing within Sanquin. The procedure is included in Sanquin's regulations on reporting abuses.

3.3 IZZ and pension fund Zorg en Welzijn

Article 3.3.1 Health insurance IZZ

1. The (former) employee can participate in the collective health insurance scheme IZZ (Dutch Institute for Health Insurance Hospital System). The conditions for participation for the employee and his or her

partner and the scope of the benefits are regulated respectively in the Collective Health Insurance Regulations of the IZZ Foundation, and the insurance conditions of the health insurer designated by the IZZ Foundation.
2. The Collective Health Insurance Regulations and the premium are established and amended by the board of the IZZ Foundation.
3. The employee is only entitled to an employer's contribution to the premium of the IZZ basic supplementary scheme for the employee and his or her partner. The amount of this contribution is determined by the CLA parties.
4. The total premium owed for participation in the IZZ health insurance scheme is paid by the employer into the account of the designated health insurer, unless stipulated otherwise in the regulations.
5. From the moment that the employer's obligation to continue paying wages ends, the employer's contribution will also lapse.

Article 3.3.2 Pension

1. In principle, all employees working with an employment contract have a compulsorily pension insurance with Pensioenfonds Zorg en Welzijn (Dutch Pension Fund for Care and Welfare).
2. The scope as well as the rights and obligations of the employer and employee with regard to the pension are regulated in the articles of association and the pension regulations.
3. The pension premium is recovered for 45% from the employee until 1 January 2022. From 1 January 2022, 40% of the pension premium will be recovered from the employee.

3.4 Generation policy (during the term of the CLA 2021-2022)

Employees are temporarily offered the opportunity to register for a generation scheme (working 70, 80 or 90%) from 3 years before the AOW pension date (Dutch state pension), under the following conditions:

a. The number of working hours must remain at least 18 hours per week on average;
b. All accumulated leave (Personal Life-Stage Budget - PLB / My SanQeuze Budget - MSB / compensation hours, time savings) must be taken before the employee can make use of the scheme. Employee and manager draw up a plan for this;
c. The employer continues to pay the salary for half of the exempt hours, the employee does not receive any salary for the other half;
d. All terms of employment in time are reduced to the newly chosen number of working hours;
e. All terms of employment in cash are adjusted to the new salary payment;
f. The employee can base the pension accrual on the new (lower) salary payment, or on 100% of his or her previous contractual working hours (continuation of the current premium payment);
g. The employee is no longer eligible for any transitional arrangement concerning the accrual of (PLB) leave from the moment he or she participates in the generation scheme;
h. If there is more interest than available budget, the CLA parties will endeavour to make the employees with the longest employment contracts eligible for the generation scheme first. If necessary, the CLA parties will also try to reduce the applications for high exemption percentages to a lower percentage;
i. If any budget remains, the scheme will be open to employees from 4 years before their AOW pension date and after that, possibly also 5 years;
j. When repositioning the vacancies created by this scheme, Sanquin strives for a balanced age structure in the organisation and for opportunities for internal advancement;
k. Sanquin informs employee participation bodies and CLA parties about the extent to and the manner in which employees make use of the scheme;
l. Employees participating in the scheme can continue to do so until they are entitled to their pension. A choice once made by the employee applies for the entire period up to AOW pension date.

Chapter 4 Illness and incapacity to work

Article 4.1 Scope

1. This chapter applies to an employee who is incapable of working pursuant to Section 7:629 of the Dutch Civil Code. Insofar as not provided otherwise in this chapter, the provisions of the Dutch Civil Code apply.
2. Incapacity for work does not include pregnancy and childbirth (see Article 12.4.2).

Article 4.2 Continued payment of wages

1. Under the Dutch Civil Code, an employee who cannot work due to his or her unfitness, and who has notified the employer instantly, is entitled to 70% of the time-based wage for a maximum period of 104 weeks. Time-based wage is the salary of the employee plus structural wage components such as irregularity allowance and standby allowance. The structural wage components are measured on a monthly basis over a period of six months prior to the month in which the unfitness for work occurred.
2. The employee's wages pursuant to paragraph 1 are supplemented to 100% during the first 52 weeks of incapacity for work. In the following 52 weeks, the employee receives 70% of the time-based wage determined by time frame, but at least the statutory minimum wage applicable to him or her.
3. For the hours in which the employee performs suitable work or work without wage value according to his reintegration plan, he or she will receive 100% of the time-based wage. Activities without wage value is work on an occupational therapeutic basis, following training and doing an internship.
4. The wage determined on the basis of paragraph 1 is adjusted to:
    - The generic wage increases that are agreed during the period of incapacity for work;
    - The contract amendments that were agreed before the start of the incapacity for work if the period between the first day of incapacity for work and the effective date of the contract change is less than three months. Adjustments take place on the day on which that contract amendment takes effect.
    - The annual salary increase as long as the period of incapacity for work is still less than 52 weeks. After 52 weeks, the annual increase is granted for the hours for which the employee is fit for work.
5. The wage is reduced by the amount of the benefit that the employee receives on the basis of any regulation applying under or pursuant to the law or an equivalent scheme.
6. If the employer is of the opinion that the unfit employee has an occupational or chronic illness and/or a life-threatening condition, he can provide this employee with a wage supplement based on severity and duration of the condition.

Article 4.3 Incapacity for work due to third parties

If the employer can exercise rights of recourse against third parties, the employer will – if the employee desires – enforce simultaneously with his own claim any rights of recourse that the employee can exercise.

Article 4.4 Decreasing or cancelling continued payment of wages

The employer may waive the right to supplement as referred to in Article 4.2, paragraphs 2 and 3, in whole or in part, if:

- It appears that the employee has not fulfilled the obligations pursuant to Article 4.8;
- The employee has lost all or part of his or her entitlement to benefits under the ZW (Dutch Health Act), WAO/WIA (Dutch Occupational Disability Insurance Act / Dutch Work and Income Act), Wet REA (Dutch Disability Reintegration Act) or WW (Dutch Unemployment Insurance Act), unless this is due to the employer.

Article 4.5 Reintegration

1. Looking at a sustainable reintegration into the employee's own position or a suitable alternative, and based on UWV (Dutch Benefits Agency) criteria, the company doctor gives an indication of the activities the employee can perform. After the advice from the company doctor and after consultation with the employee, the employer decides on the precise nature of the work to be carried out.
2. The employer is obliged to offer the employee suitable work for the number of hours that he or she is fit for work. If there are no possibilities for this within Sanquin, the employer will make an effort to realise suitable activities outside Sanquin.
3. The reintegration activities will be continued after two years if the employee has sufficient residual capacity, and her or she is actively involved in the reintegration process.

4. For an optimal reintegration, the employee can, in consultation with the employer, call on all existing reintegration instruments within Sanquin, such as access to mobility centres and training or internship opportunities. The costs associated with this are borne by the employer.
5. The employee is obliged to join the reintegration activities that are offered, and accept a suitable position. He or she can also take initiatives to this end, and present them to the employer.
6. The employee has a priority position with regard to vacancies to be filled internally.

Article 4.6 Pension during incapacity for work

From the second year of illness, the employee can voluntary continue to build up a pension up to the maximum of the level applicable on the last day of the first year of illness. The employee receives the established employer's contribution to the pension premium based on the chosen level of continuation.

Article 4.7 WIA Act

1. If, according to the competent authority, the employer has failed to comply with the reintegration obligation, causing the employee to have no right to benefits under the WAO/WIA (Dutch Occupational Disability Insurance Act / Dutch Work and Income Act), the employment contract will in principle be maintained, and the incapacity for work in itself will not be a reason for dismissal. In that case, the employer pays 70% of the time-based wage.
2. The employer is obliged to make every effort to allow the partially disabled employee to use his or her residual earning capacity as much as possible after the wage-related phase.
3. For an employee who is unfit for work for less than 35%, the employment contract will in principle be maintained, and the incapacity for work in itself will not be a reason for dismissal. The basic principle for suitable or modified work offered by the employer is that this work will be paid with at least 70% of the salary for the previous job before the employee became unfit for work.
4. An employee who earns less than 50% of his residual earning capacity with his employer through work, and who receives a WGA continuation benefit (WGA is the Dutch Partial Disability Act) under the WIA Act, is entitled to a supplement to his or her wages if his or her income is lower than the social minimum that applies to him or her. The purpose of this supplement is to prevent the employee from having to rely on the WWB (Dutch Work and Social Assistance Act) for his or her living expenses. The income referred to in the first sentence of this paragraph is the total wage, WGA continuation benefit, disability pension, a supplement under the Toeslagenwet (Dutch Supplementary Benefits Act), and any other benefits. The amount of the supplement is the difference between the employee's income and the social minimum, but no more than the difference between his or her income and the wage he or she earned at Sanquin before his or her WGA benefit started.

Article 4.8 Absenteeism policy

1. The employer pursues an active policy aimed at reducing absenteeism.
2. The employer will, in consultation with the central works council, draw up regulations for reporting sick, which will at least stipulate:
    - When the employee must report sick to the employer in the event of illness, also during holidays;
    - Which regulations the employee must observe to in the event of illness / incapacity for work;
    - Possible control and supervision activities that the employer can carry out.
3. To support an active policy aimed at reducing absenteeism, the parties to this CLA have made recommendations to the CLA for hospitals in the 'Protocol Recommendations for improving working conditions in hospitals and preventing absenteeism, incapacity for work, and work pressure' (Appendix F) .

Chapter 5 Facilities for (members of) employees' organisations, professional association and additional powers (central) works council

Article 5.1. Facilities for employees' organisations

1. Sanquin offers members, executives and union consultants of employees' organisations facilities to do their work. Executives and union consultants are members appointed by employees' organisations and made known to Sanquin.
2. These facilities include (at least) the use of notice boards for information and announcements, meeting rooms at Sanquin, and telephone, e-mail and internet.
3. Within reasonable limits, executives are given the opportunity to establish personal contacts with the members working within Sanquin.

Article 5.2 Employer's contribution

The parties have agreed that the employees' organisations involved in this CLA receive an employer's contribution in line with the standard of the AWVN (Dutch employers' association).

Article 5.3 Paid leave in connection with membership of employees' organisations

1. The employer gives the employee the opportunity to participate in activities of the employees' organisation of which he or she is a member.
2. The employee receives paid leave of up to a total of 228 hours per year, if these activities take place during hours at which he or she can be deployed according to the employment contract. The pro-rata principle is not applied to employees with part-time working hours.
3. Employees' organisations as referred to in paragraph 1 are understood to mean:
    - An association of employees that is a party to this CLA;
    - A trade-union federation to which an association of employees that is a party to this CLA is affiliated;
    - (Professional) associations affiliated with an association of employees that is a party to this CLA. This exclusively concerns the (professional) associations mentioned in the opening words of the preamble to this CLA under 'II, the following organisations of employees'.
4. Activities as referred to in paragraph 1 are understood to mean:
    - Statutory meetings or meetings of statutory regional bodies insofar as the employee has been appointed as a board member and/or representative;
    - Conferences, national and regional meetings and working groups insofar as the employee has been invited to do so by the central management;
    - Courses insofar as the employee gives them or participates in them at the central management's request.

    Insofar as it concerns the activities of (professional) associations as referred to in paragraph 3, the above activities only include those activities that relate to collective labour conditions.
5. For the employee who is a trade union consultant at Sanquin, an exemption of eight hours per week applies. A maximum of two trade union consultants (one per employees' organisation) can be exempted.

Article 5.4 Other paid leave

1. The employer gives the employee who is a board member of a professional association the opportunity to participate in activities of the professional organisation of which he or she is a member.
2. Professional organisations are understood to mean the professional associations mentioned in the opening words of the preamble to this CLA under 'II, the following organisations of employees'.
3. Activities are understood to mean meetings and activities, which are carried out in special committees, and which relate to the professional content.
4. The employee receives paid leave for a total of 36 hours per year, if these activities take place during hours at which he or she can be deployed according to the employment contract.
5. The pro-rata principle is not applied to employees with part-time working hours.

Article 5.5 Additional powers (central) works council

In addition to the powers under the WOR (Dutch Works Council Act), the (central) works council has the following rights:

1. Right of advice on a proposed decision to appoint a member of the executive board (procedure in accordance with Article 30 of the WOR);

2. Agreements have been made and laid down between the supervisory board and the works council regarding the involvement of the works council in appointments on the supervisory board;
3. Right to advice on a deputising position on the management board or the executive board. This right does not apply to a replacement due to a short-term absence (additional to Article 30 of the WOR).
4. Right to discuss Sanquin's draft budget, in particular the human resources budget and procurement policy. The human resources budget contains both qualitative and quantitative data on the workforce. At least the following information is provided:
    - An organisation chart;
    - An overview of the staffing, broken down into organisational units;
    - Staff numbers;
    - Data on the temporary nature and scope of the employment;
    - A substantive description in outline of the functions.
5. Right of advice in the event of a significant interim change to the human resources budget (in accordance with Article 25 of the WOR). The (central) works council receives the adopted budget and the changes that have been made.
6. The (central) works council is entitled to administrative support of two hours per week per works council seat.

Chapter 6 Working time and working hours and rest periods

Article 6.1 Working time

1. The number of working hours is an average of 36 hours per week for a full-time job.
2. Contrary to paragraph 1 of this article, and pursuant to article 6.9b, paragraph 1, sub b, employer and employee can agree on an average working week up to and including 40 hours.

Article 6.2 Meeting and training hours (central) works council

The hours a works council member spends on meetings of the (central) works council, committees of that council, and on training are included in the schedule of working hours and rest periods, and are part of the agreed working time.

Article 6.3 Working hours and rest periods

1. Insofar as not provided otherwise in this CLA, the provisions of the ATW (Dutch Working Hours Act) and the ATB (Dutch Working Hours Decree) apply (Appendix C).
2. The employer informs the employee of the schedule of working hours and rest periods at least 28 days in advance. If, due to the nature of the work, this is not possible, the employer will inform the employee at least 28 days in advance of the day on which the weekly rest period begins, and on which Sundays the employee is not required to work. In addition, the employer informs the employee at least four days in advance of the working times.
3. The classification of the working and rest times is determined by the employer, on the understanding that the working hours are preferably between 7 a.m. and 8 p.m. on Monday through Friday, and between 8 a.m. and 12 noon on Saturday.
4. If there is a schedule of working hours and rest periods with varying shifts, these shifts should rotate forward as much as possible.
5. Shifts in which the hours between 11 p.m. and 7 a.m. are wholly or partly included can only be assigned to employees aged 18 and older.
6. The shifts are performed continuously, unless this is incompatible with the nature of the job. If, according to the employer, the latter is the case, this will be discussed with the employee supported by reasons. Only after this consultation, split shifts may be established.
7. Transfer of duties takes place during working hours.

Article 6.4 Flex pool

1. To increase internal flexibility, Sanquin has a flex pool with broadly and highly trained employees.
2. The size of the flex pool is such that plannable absences in departments can be accommodated by deploying a flex-pool employee.
3. Flex-pool employees are in principle entitled to an employment contract with a number of agreed working hours per year. They must respond to a call in accordance to the scheme established on the basis of Article 4.2 of the ATW (Dutch Working Hours Act).
4. At Sanquin level, it is determined whether additional training is required for employees of the flex pool to increase their deployability.

Article 6.5 Coffee/tea breaks

1. In addition to the statutory break in accordance with the ATW, the employer gives the employee the opportunity for coffee/tea breaks once per morning, afternoon, evening. and/or night.
2. Coffee/tea breaks lasting less than fifteen minutes are regarded as working time.
3. If coffee/tea breaks last fifteen minutes or longer and are regarded as personal time, uninterrupted rest must be guaranteed during these breaks.

Article 6.6 Scheduled weekends off

The employee is entitled to at least 22 weekends off per year. This may be different in consultation with the employee, on the understanding that the employee is free from any shift at least thirteen Sundays per year.

Article 6.7 Maximum working time*

1. The working time per shift is at most 10 hours excluding overtime, and 12 hours including overtime.
2. The working time per night shift is at most 9 hours excluding overtime, and 10 hours including overtime.
3. The working time per week amounts to a maximum of 60 hours.

4. The employer does not use the options offered by the ATW (Article 5:8 paragraph 3) and the ATB (Articles 4.7:1, 4.7:2 and 5.20:2) to increase the working time per (night) shift or per week.
5. The working time per 4 weeks is no more than an average of 55 hours per week, and per 16 weeks no more than an average of 48 hours per week.
6. The working time per 16 weeks does not exceed an average of 40 hours per week, if the employee works 16 or more night shifts in a period of 16 weeks. For doctors in this situation, the working time does not exceed an average of 48 hours per week in a 13-week period.

**See Appendix C ATW/ATB*

Article 6.8 Maximum number of night shifts

1. The employee is allowed to work at most five consecutive night shifts.
2. At the employee's request, the employer can agree with the employee that the employee will work for a maximum of 7 consecutive night shifts, but no more than 43 night shifts per 16 weeks. The employer does not use the possibility offered by the ATW (Article 5:8 paragraph 9) to increase the number of night shifts.
3. Paragraphs 1 and 2 of this article do not apply to an employee who makes use of the transitional provision for permanent night work as referred to in Article 8.1:1 ATB.

Article 6.9a Scheduling working hours and holidays

To determine the working time in the schedule for working hours and rest periods, the actual number of holiday hours enjoyed by the employee are taken into account. If holidays are taken on a day that includes 9 working hours in the schedule for working hours and rest periods, then 9 holiday hours are included in the determination of the working hours, and likewise in the settlement of the number of vacation hours taken.

The working time is scheduled such that:

a. A period of 4 weeks includes at least 3 blocks of 3 consecutive days off
   or
b. In a period of 4 weeks there are at least 2 blocks of 3 consecutive days off, whilst keeping the weekends off
   or
c. In a period of 13 weeks there are at least 4 blocks of 3 consecutive days off, whereby the number of single days off should be limited to a maximum of 4
   or
d. In a period of 13 weeks the scheduled time off is planned in blocks of at least 2 consecutive days off and at most 4 single days off. This model can only be applied to organisational units in which the employees work according to a roster, with or without varying shifts, on the condition that:
   - Work schedules are designed in conformity with the general criteria for health and well-being of the WHAW system (Dutch system for Work Pressure and Recovery at Deviating Working Hours);
   - For the organisational unit concerned arrangements have been made in consultation with the works council about the way, extend, and period in which the WHAW-system will further apply.
e. It is possible to derogate from the work schedule design as included in sub a, b, c or d with the approval of the works council. Here, the CLA parties have wanted to create the option of rostering the agreed number of working hours in a period of half a year. Derogation from the design is only permitted in accordance with the general criteria for health and welfare WHAW, or if agreements have been made for the relevant organisational unit in consultation with the works council about the way in which, the extent to which and the period within which the WHAW methodology finds further application. Derogation from the design cannot lead to a working week with days of 7.2 hours being agreed.

Article 6.9b Non-standard working hours

1. The provisions of Article 6.9a can be deviated from for the benefit of full-time employees as follows:
   a. For small departments and/or solo jobs the 36-hour working week cannot be maintained over periods longer than 13 weeks;
   b. For the situations referred to under a, for which the 36-hour working week cannot be realised for periods longer than 13 weeks, a working time of up to 40 hours per week is possible if this is agreed in consultation between the employer and employee.

2. The employer will, among other things, make written agreements with the employee to whom paragraph 1, sub a, applies about among other things:
    - The number of hours saved up;
    - The period during which hours are saved up;
    - The form in which hours off are taken;
    - Consequences at the end of the employment contract.
3. Upon termination of the employment of the employee referred to in paragraph 2, an allowance will be provided in consultation with the employer for the hours that are not taken. This compensation consists of the gross hourly wage plus holiday entitlements and the employer's share of the pension premium.
4. With regard to the employee to whom paragraph 1 sub a applies, who has not performed his or her work as a result of incapacity for work, the accrual of hours to be saved continues during the incapacity for work, but no longer than for a period of half a year.

Article 6.10 Deferred shifts

1. The employer can incidentally and in special cases, in the interest of duty, make a change in the already established schedule of working and rest periods.
2. Deferred shifts consist of a number of consecutive hours during which the employee should work in accordance with the schedule of working hours and rest periods, are shifted to any other time that the employee would be free according to this schedule.
3. If the employer makes a change to an already established schedule of working hours and rest periods, and a shift occurs within 24 hours after the employee has been informed of this, the employee will only receive an overtime allowance percentage in addition to the hourly wage for the hours of that deferred shift as referred to in Article 8.4, paragraph 2.
4. When something changes in the schedule of working hours and rest periods, the employee will receive compensation for expenses already incurred in connection with leisure activities.

Article 6.11 Compensation for public holidays

1. On public holidays not being a Saturday or a Sunday, the employee has a day off with full pay, subject to the provisions in the following paragraphs.
2. If the interest of the duty makes it necessary, in the employer's opinion, for an employee to work on a public holiday not being a Saturday or a Sunday, compensation will be granted for the number of hours worked in addition to the regular salary.
3. An employee who works on Saturday or Sunday, in accordance with the schedule of working hours and rest periods that is applicable to him or her, will receive, if a public holiday is on that Saturday or Sunday and he has to work on that public holiday, compensation in time off for the number of hours worked, and an allowance for public holidays as referred to in Article 9.4, Calculation of compensation for irregular shifts.
4. Days off resulting from the schedule of working hours and rest (scheduled days off, not being weekend days or weekend replacement days) cannot coincide with public holidays not being a Saturday or a Sunday.
5. Sanquin may make an arrangement deviating from paragraphs 2 and 3 in consultation with the (central) works council. This arrangement replaces the provisions of paragraphs 2 and 3. If no agreement is reached, the provisions of paragraphs 2 and 3 will continue to apply.
6. The employer gives the employee the opportunity to take a day off on public holidays and anniversaries that are agreed with him or her, which replace the public holidays and anniversaries referred to in the definitions, insofar as business operations allow this. Upon commencement of employment or prior to any calendar year, the employee indicates when he or she wishes to enjoy these days.

Chapter 7 Salary and holiday allowance

7.1 Salary

Article 7.1.1 General

1. The employee has an employment contract with an up-to-date job description.
2. The job description complies with the quality requirements set by the CLA parties (see Appendix D).
3. The job is classified using the FWG® system in one of function groups 5 to 80.
4. Based on the classification, scaling takes place in one of the similar salary scales.

Article 7.1.2 FWG®

1. The computer-assisted system FWG® (Dutch Health Care Job Evaluation) is part of this CLA. This system is updated periodically. The CLA parties determine which system version is in effect.
2. Upon request, the employee will have access to the system version for inspection.

Note: for information about the FWG® system see www.fwg.nl

Article 7.1.3 Salary

1. The employee receives a salary based on one of the salary scales belonging to job grades 5 to 80.
2. The position on the salary scale is determined by experience gained elsewhere or otherwise.
3. An employee who is unable to earn 100% of the statutory minimum wage with full-time work due to an occupational disability, but who does have employment opportunities, will receive the statutory minimum wage that applies to him or her.
4. The amounts stated are based on full-time working hours (an average of 36 hours per week). The pro-rata principle is applied for employees with working hours that deviate from the full-time standard.

Article 7.1.4 Salary payment

1. No later than two days, not including Sundays and public holidays, before the end of the calendar month the employee must be able to use his or her salary for that month.
2. The allowance for irregular shifts, for standby and on-site standby and on-call duty shifts, on-call breaks during the night shift, commuting costs, and travel and accommodation expenses in one month are paid no later than in the following calendar month.
3. The employee receives a written specification of changes in the salary and/or in the salary calculation.

Article 7.1.5 Review of already classified jobs

1. A change in the job description and/or classification (redescription/reclassification) of a job takes place in accordance with the FWG® Protocol (Appendix D).
2. If, as a result of the reclassification decision, a higher job classification comes into effect for the employee, the corresponding salary scale will apply. The employee is classified with the current salary in the new higher job scale, or at the salary minimum of that new scale if that is higher.
3. If, as a result of the reclassification decision, a lower job classification comes into effect for the employee, the employee will be classified in the lower salary scale with retention of his or her salary. In the lower salary scale, at least the amount that corresponds to the old salary applies. The maximum salary to be achieved by the employee is the salary maximum of the lower scale plus 10%. After reaching the salary maximum in the new lower scale, the employee follows the periodic increases in accordance with RSP (Relative Salary position) category 91 to 100% until the maximum of 110% of the lower scale is reached.
4. If the employee earns more than the salary maximum as specified in paragraph 3 at the time of the reclassification, the then applicable salary will be frozen.
5. The salary to be eventually reached or frozen will be adjusted to the general wage adjustments of this CLA.
6. The outcome of a reclassification procedure applies with retroactive effect to the moment when the employer and the employee agree on the job description in the reclassification procedure.
7. A reclassification to a higher job category is not a promotion within the meaning of Article 7.1.9.

Article 7.1.6 Supplementary payment

1. An employee whose job description has been established, and who has left Sanquin before the (re)classification procedure for his position was completed, is entitled to a supplementary payment

over the period starting at the moment when the job description was determined until the end of the employment contract.

2. The supplementary payment consists of the difference between the employee's original salary and the salary that he would have received after (re)classification. Salary within the meaning of this article also includes all allowances derived from the gross monthly salary.
3. If, in the event of termination of employment by means of a termination agreement, employer and employee agree that there will be a 'final discharge', it must be clear to both parties that any supplementary payment rights are thereby waived.

Article 7.1.7 Salary increases (until 2022)

1. Unless otherwise stipulated in the employment contract, a salary increase within the salary scale is granted once a year until the maximum of the salary scale has been reached. Except for the provisions of paragraphs 2, 3 and 4, the salary increase date is the date of commencement of employment.
2. Commencement of employment during the calendar month means that the salary increase date is the first of the month following the month of commencement of employment.
3. Each salary increase date changes as a result of a promotion. When promoted, the promotion date becomes the new salary increase date.
4. The increase depends on the Relative Salary Position (RSP) of the employee on the basis of full-time employment: The current salary divided by the maximum salary of the salary scale x 100 percent.
5. If an assessment system is in place that complies with the principles as agreed between Sanquin and the employees' organisations, the salary increase will depend on the individual assessment score in addition to the provisions in paragraph 4, in accordance with the table below. As long as there is no such system, the percentages for score 3 apply.

Score/RSP	**≤ 80%**	**81-90%**	**91-100%**
1	0%	0%	0%
2	2.00%	1.00%	0.50%
3	**4.00%**	**3.00%**	**2.00%**
4	5.00%	4.00%	3.00%
5	7.00%	5.00%	4.00%

6. When a link is established between the assessment score and the salary increase of the employee, the salary increase date is set at 1 April for all employees – in the calendar year in which the assessment cycle starts. For employees with a different salary increase date up to that point, a one-off transitional arrangement applies. The level of RSP increase is corrected on 1 April in that year by the number of months that the employee still had to complete under the old regime until the next increment.
   An example: The employees' old increment date is 1 January. On 1 April the employee still had to complete 9 months (April up and including December) to the next increment. As of 1 April in that year the employee will receive 3/12 (12 minus 9 months) of the increase pursuant to the RSP table.

Article 7.1.8 Periodical salary increases (as of 2022)

1. Unless otherwise stipulated in the employment contract, a periodic salary increase within the salary scale is granted once a year until the maximum of the salary scale has been reached. The salary increase date is 1 April for all employees.
2. The increase depends on the Relative Salary Position (RSP) of the employee on the basis of full-time employment: The current salary divided by the maximum salary of the salary scale x 100 percent.
3. If an assessment system is in place that complies with the principles as agreed between Sanquin and the employees' organisations, the periodical salary increase will depend on the individual assessment score in addition to the provisions in paragraph 2, in accordance with the following table. As long as there is no such system, the percentages for score 3 apply.

Score/RSP	**≤ 80%**	**81-90%**	**91-100%**
1	0%	0%	0%
2	2.00%	1.00%	0.50%
3	**4.00%**	**3.00%**	**2.00%**
4	5.00%	4.00%	3.00%
5	7.00%	5.00%	4.00%

Article 7.1.9 Bonuses and allowances

1. The employer can grant a bonus or (temporary) allowance, for example for performance or the labour market situation.
2. Bonuses and temporary allowances have no structural character, and are not included in the pensionable salary.

Article 7.1.10 Promotion

1. In the event of promotion to a higher scale, a promotion increase of 4% of the monthly salary is granted, provided that the new salary is at least equal to the minimum salary of the new scale and does not exceed the maximum of the new salary scale.
2. The employer can make a different arrangement in consultation with the central works council.
3. If the employee with a salary guarantee based on the old employment conditions and scales is promoted in the system of FWG®, the following PDR (Promotion Development Review) promotion scheme applies. If the employee has a guaranteed salary that is equal to or higher than the salary after promotion in FWG®, a salary increase of at least 4% is granted. This means that the salary of the employee increases by 4% or more with the promotion in FWG®, or the employee receives a structural allowance of 4%. The PDR promotion scheme came into effect on 1 September 2006 and has no retroactive effect.

Article 7.1.11 Deputising

1. An employee who, at the request of the employer, completely or almost completely substitutes an employee who has been classified in a higher position, will receive an allowance for this.
2. If at least half of the daily working hours are deputised, the pro-rata principle will be applied with regard to the payment.
3. The allowance is 4% of the monthly salary. If this is not enough to reach the minimum salary in the scale of the position to be deputised, the allowance will be increased so that the salary, including the allowance, is the minimum salary for the higher classified position.
4. The salary, including the allowance, cannot exceed the maximum of the scale of the deputised position.
5. Substitutions of holidays or shorter than one month are not eligible for compensation.
6. The employer can make a different arrangement in consultation with the central works council.
7. The substitution allowance has no structural character and is not included in the pensionable salary.

Article 7.1.12 Years-of-service bonus

1. An employee who has been continuously employed by the employer is entitled to a one-off bonus of:
    - A quarter of the salary for an employment contract of 12.5 years (gross);
    - Half of the salary for an employment of 25 years (net);
    - A full salary for an employment of 40 years (net).
2. If there have been any changes in the contractual working time in the period of five years before the anniversary, the salary will be increased or decreased proportionally.

Article 7.1.13 End-of-employment bonus

1. When the employment contract ends as a result of reaching the retirement age, the employee is entitled to a bonus equal to half of the salary (gross).
2. If the employee makes use of the flexible pension plan and remains employed, the bonus referred to in paragraph 1 is awarded at the end of the employment contract. The amount of the bonus is based on the working time and the salary on the day prior to the use of the flex pension.

Article 7.2 Year-end bonus

The year-end bonus is monthly available through My SanQeuze Budget as referred to in Article 3.2.9, and amounts to 8.33% of the salary earned in that month.

Article 7.3 Holiday allowance

As of 2019, the holiday allowance is monthly available through My SanQeuze Budget as referred to in Article 3.2.9, and amounts to 8.33% of the salary earned in that month.

Appendix: Salary scales OIOs (Dutch research interns)
With regard to the salary scales for researchers in training (OIOs) employed by Sanquin, the salary scales of AMC Medical Research (the CLA for UMCs) are applied directly. This concerns the scale amounts and periodic increases as well as the timing and extent of structural adjustments. Amendments are discussed and adopted by the parties per CLA period, and when necessary afterwards.

Appendix: Internship allowances

1. The internship allowance is awarded to intermediate and higher vocational education students and to university students, research internships excepted.
2. The allowance for a full-time internship from 1 January 2022 is € 400 gross per month. For a part-time trainee, the pro-rata principle applies. This compensation includes the costs incurred by the intern.
3. The intern is also eligible for a travel allowance for commuting in accordance with Article 11.1.1 of the CLA, unless he or she receives a travel allowance for other reasons (for example a public transport card).
4. The internship compensation is indexed annually with the Harmonised Index of Consumer Prices.
5. The costs for necessary vaccinations are reimbursed by the government or the employer.

Chapter 8 Overtime

Article 8.1 Definition

1. Overtime is understood to mean: work that is performed incidentally in excess of the working time that is established in the schedule of working hours and rest periods. Overtime is measured on a semi-annual basis, calculated from the moment of the exceedance.
2. Compensation for overtime is given if the employee has been ordered to work overtime, or if he or she could reasonably assume that he would have been ordered to work overtime. In the latter case, the employer determines the need for overtime afterwards.

Article 8.2 Scope and exempted employees

1. If the overtime work is carried out for half an hour or less prior to or following the working time as determined in the schedule of working hours and rest periods, it is not eligible for compensation.
2. If the overtime is carried out for a period longer than half an hour, this period is rounded to a full hour.
3. If the overtime is carried out for a period longer than one hour, this period is rounded to half or full hours respectively.
4. No overtime is assigned to a pregnant employee after the third month of pregnancy, unless the employee agrees to work overtime.

Article 8.3 Maximum number of overtime hours

1. The number of hours of overtime on average per week, to be measured per quarter, cannot exceed 10% of:
    - 36 hours if the employee's salary does not exceed the maximum amount of the salary scale of job category 60;
    - 42 hours if the employee's salary exceeds the maximum amount of the salary scale of job category 60, but does not exceed the maximum amount of the salary scale of job category 70;
    - of 52 hours if the employee's salary exceeds the maximum amount of the salary scale of job category 70.

    The pro-rata principle is applied for employees with working hours other than the full-time standard.
2. If the percentage of 10% is exceeded, at the request of the employee concerned, either assistance is provided or a vacancy is posted.
3. If a part-time worker works overtime for more than 10% of his or her contractual working hours in any quarter, he or she will be offered a contract for the excess hours at his or her request. If the person concerned does not submit such a request, assistance is provided or a vacancy is posted.
4. On request, the works council will receive an overview of the overtime hours worked in a certain department or group, per employee and per calendar quarter, to be able to form an opinion on the policy pursued with regard to vacancies and/or assistance.

See 'Explanation to overtime' at the bottom of this chapter

Article 8.4 Compensation scheme for full-time employee

1. Insofar as paragraph 3 does not provide otherwise, the compensation for overtime is provided in the form of time off, equal to the number of overtime hours and, moreover, in the form of a financial reward as referred to in paragraph 2.
2. The financial reward consists of a percentage of the hourly wage, namely:
    - 25% for overtime worked between 6 a.m. and 10 p.m. on Monday to Friday, provided that in a period of seven days the number of hours to be rewarded in this way is a maximum of five. The remaining hours are rewarded with 50%;
    - 50% for overtime worked between 10 p.m. and 6 a.m. on Monday to Friday;
    - 75% for overtime worked on Saturdays until 6 p.m. and on days off;
    - 100% for overtime worked on Saturdays from 6 p.m., on Sundays and public holidays between midnight and midnight, and on 24 and 31 December between 6 p.m. and midnight.

    For the purposes of this article: Days off are the days, not being a Sunday or public holiday, on which the employee would not have to work in accordance with his or her schedule of working hours and rest periods.
3. The right to compensation for overtime as referred to in paragraph 1 is granted if:
    - The employee's salary does not exceed the maximum amount of the salary scale of job category 60;

- The employee's salary exceeds the maximum amount of the salary scale of job category 60, but does not exceed the maximum amount of the salary scale of job category 70: if and insofar as the number of hours worked in excess of the working hours included in the schedule working hours and rest periods is more than six on average per week, to be measured over the period to which the schedule working hours and rest periods applies;
- The employee's salary exceeds the maximum amount of the salary scale of job category 70: if and insofar as the number of hours worked in excess of the working hours included in the schedule working hours and rest periods is more than sixteen on average per week, to be measured over the period to which the schedule working hours and rest periods applies.

See 'Explanation to overtime' at the bottom of this chapter

Article 8.5 Compensation scheme for part-time employee

1. The compensation for overtime consists of the hourly wage applying to the employee, if and insofar as the number of overtime hours, on average per week, to be measured over the period to which the schedule working hours and rest periods applies, does not exceed the difference between the contractual working hours applying for the employee and the full-time working hours.
2. In addition, the employee is entitled to accrual of holiday hours, to holiday allowance and, if applicable, to an irregularity allowance on the relevant hourly wage.
3. Compensation pursuant to Article 8.4 will be granted if and insofar as the number of overtime hours, on average per week, to be measured over a period to which the schedule working hours and rest periods applies, is more than the difference between the contractual working hours applying to the employee and the full-time working hours.

See 'Explanation to overtime' at the bottom of this chapter

Article 8.6 (Taking) overtime compensation

1. If, in the employer's opinion, the importance of the work is incompatible with granting time off as referred to in Article 8.4, the time off will be converted into an amount of money, consisting of a proportional part of the salary.
2. Upon request, the works council will receive insight into the application of the provisions of paragraph 1.

See 'Explanation to overtime' at the bottom of this chapter

Explanation to overtime
The main rule is that, if the standard working hours are exceeded occasionally, compensation consists of time off for the extra time worked. If within half a year after the standard working hours have been exceeded, the hours worked extra have not been compensated in time off, they will be compensated in accordance with Article 8.4 or Article 8.5.

If, at the time the standard hours are exceeded or within half a year from that time, it turns out that compensation is not possible, Article 8.4, Article 8.6 or article 8.5 can be applied earlier. Article 8.3 paragraph 1 determines the maximum number of overtime hours permitted. This should also be tested against the standards of the ATW (Dutch Working Hours Act) and the ATB (Dutch Working Hours Decree) (Appendix C), with special attention to employees who carry out night shifts or high-risk work.

The 'period of seven days' from Article 8.4 is a period of seven consecutive days to which overtime compensation of 25% applies. This implies that when the overtime work starts on Monday for instance, the period of seven days runs up to and including the Tuesday of the week thereafter. The financial compensation is referred to in Article 8.4, paragraph 2, is calculated as follows:

For each hour of overtime the corresponding financial reward is established. The total of this financial reward is then divided by the total number of overtime hours, and the result is the (fixed) amount of the financial reward per hour. The arrangement is as follows (Article 8.3, paragraph 1):

a. The employee with a salary equal to or less than the maximum amount of the salary scale of job category 60 is not allowed to work more than 46.8 hours of overtime per quarter (10% of 13 weeks at 36 hours);
b. The employee with a salary that exceeds the maximum amount of the salary scale of job category 60, but does not exceed the maximum amount of the salary scale of job category 70, is not allowed to work more than 54.6 hours of overtime per quarter (10% of 13 weeks at 42 hours);
c. The employee with a salary higher than the maximum amount of the salary scale of job category 70, is not allowed to work more than 67.6 hours overtime per quarter (10% of 13 weeks at 52 hours).

Example:

4	hours of overtime on Monday between 6 a.m. and 10 p.m. 4 x 25% x 1/156 of the salary of € 2,500	= € 16.03
4	hours of overtime on Monday between 10 p.m. and 6 a.m. 4 x 50% x 1/156 of the salary of € 2,500	= € 32.05
4	hours of overtime on Saturday until 6 p.m. 4 x 75% x 1/156 of the salary of € 2,500	= € 48.08
4	hours of overtime on Sunday 4 x 100% x 1/156 of the salary of € 2,500	= € 64.10
16	hours	= € 160.25
1	hour	= € 10.02

Chapter 9 Irregular shifts

Article 9.1 Definition

1. Irregular shifts are understood to mean work performed in accordance with the schedule of working hours and rest periods in the hours as stated in Article 9.4, insofar as they do not exceed 36 hours.
2. For the employee whose working hours deviate from the full-time standard, the contractually agreed number of hours applies instead of the limit as referred to in paragraph 1.
3. If the employer considers it necessary for an employee to be assigned work in an irregular shift, an allowance will be awarded in accordance with the provisions of this chapter.
4. The employee also receives an allowance for irregular shifts while taking statutory holiday leave.

Article 9.2 Scope and exempted employees

1. Employees classified in job category 65 or lower are entitled to compensation for performing irregular shifts.
2. The pregnant employee will not be ordered to work irregular hours after the third month of pregnancy, unless the employee does not object to this.
3. No night shift is assigned to an employee aged 57 or older, unless the employee does not object to this.
4. An employee who waives the right to exemption from night shifts as stated in paragraph 3 gets forty hours per year. The pro-rata principle is applied for employees with working hours that deviate from the full-time standard.

Article 9.3 Compensation scheme for irregular shifts

1. Compensation for irregular hours is provided in the form of a financial reward or, if the employee prefers, in time off.
2. Time off is determined by dividing the financial compensation calculated in accordance with Article 9.4 by the hourly wage applying to the employee.
3. Unless this is incompatible with Sanquin's interests, the employer will grant the request.
4. If the employee voluntarily decides to start or end work earlier than in accordance with the schedule of working hours and rest periods applicable to him or her, he or she will not receive any compensation for this within the meaning of this scheme.

Article 9.4 Calculation of compensation for irregular shifts

The financial reward mentioned in Article 9.3 is calculated starting from the hourly wage that applies based on the following percentages:

- 20% for irregular shifts between 6 a.m. and 8 a.m. on Monday to Friday;
- 40% for hours between 6 p.m. and 10 p.m. on Monday to Friday;
- 43% for hours between 10 p.m. and 6 a.m. on Monday to Friday;
- 43% for hours between midnight and 6 a.m. on Saturday;
- 50% for hours between 6 a.m. and 10 p.m. on Saturday;
- 53% for hours between 10 p.m. and midnight on Saturday;
- 100% for hours between midnight and midnight on Sundays and public holidays and for hours between 6 p.m. and midnight on 24 and 31 December.

Article 9.5 Phase-out scheme for irregularity allowance

1. If the irregular shift of the employee is terminated or reduced by the employer or on medical advice, and it is not due to the employee's own fault or actions, he or she is entitled to an allowance under the following paragraphs. Termination or reduction of irregular hours by the employer also includes promotion of the employee as referred to in Article 7.1.9.
2. Conditions for the allowance referred to in paragraph 1 are that:
    - At the time of the termination or reduction referred to in paragraph 1, the employee has performed three consecutive years irregular shifts at Sanquin;
    - There has been no temporary termination or reduction of the irregular working hours;
    - The difference between the salary referred to in paragraph 3, sub a and sub b, is more than 2% of sub a;
    - The amount calculated in paragraph 3 sub b. is lower than the amount calculated in paragraph 3, sub a.
3. The allowance is calculated on the difference between:

a. The salary increased by the average monthly allowance received in the previous twelve months for irregular service;
b. The salary, whether new or not, increased by any average payment still to be received for irregular shifts per month. This salary shall be measured over a period of three months after the termination or reduction of irregular hours as referred to in paragraph 1.

4. The difference calculated in accordance with paragraph 3, minus 2% of the amount as referred to in paragraph 3, sub a, is the basis for the compensation. This basis will remain unchanged during the period referred to in paragraph 5.
5. The allowance amounts to 75% in the first year, 50% in the second year, and 25% in the third year of the amount calculated on the basis of the previous paragraphs.

Chapter 10 Standby, on-site standby and on-call duty shifts

Article 10.1 Definitions

1. Standby duty is understood to mean a continuous period of no more than 24 hours in which the employee, in addition to performing the stipulated work, is obliged to be available on call to perform the stipulated work as soon as possible. Standby duty is ordered when a call can reasonably be expected, but it is unknown at what time or how long it will take.
2. On-site standby duty is understood to mean a continuous period of no more than 24 hours in which the employee, in addition to performing the stipulated work, is obliged to be present at the workplace in order to perform the stipulated work as soon as possible on call.
3. On-call duty is understood to mean a period between two successive shifts or during a break, during which the employee is only obliged to be available to perform the stipulated work as soon as possible in the event of unforeseen circumstances. On-call duty is ordered if a call is not foreseen, but the employee must be available to perform work due to unforeseen circumstances (for example emergencies).

Article 10.2 Scope and exempted employees

1. For employees working in the field of nursing and care within the meaning of the ATB (Dutch Working Hours Decree) and for medical practitioners, the standards from the ATB apply. Article 4.8:2, paragraph 2 (customisation scheme/opt-out) of the ATB (Appendix C) is not used.
2. During the shifts mentioned in Article 10.1, work may only be performed insofar as it does not allow any delay.
3. The employee is free from the shifts referred to in Article 10.1 on at least two weekends per 28 consecutive days.
4. If during the standby duty shift more than two hours of work is done between midnight and 6 a.m., or if a call to Sanquin has been answered at least twice, the employee is entitled to at least six hours of uninterrupted rest following the last period of actual work. The hours already scheduled for the day shift, which must therefore be regarded as rest time, are paid by the employer as working hours.
5. No standby, on-site standby or on-call duty is assigned to a pregnant employee after the third month of pregnancy, unless the employee does not object to this (see also Article 4:5 ATW).
6. No standby, on-site standby or on-call duty is assigned to an employee aged 58 or older between midnight and 6 a.m., unless the employee does not object to this.

Article 10.3 Working hours during standby, on-site standby and on-call duty shifts

1. If the employee is called up during an on-site standby duty shift, a period of at least half an hour is assumed for any compensation calculation. If this call is made during the standby duty or on-call duty shifts, this calculation is based on a period of at least half an hour, plus the actual travel time.
2. If the work is performed for longer than half an hour, this period is rounded to a full hour.
3. If the work is performed for longer than one hour, this period will be rounded up to half or full hours respectively.
4. The number of hours of work performed during the shifts as referred to in Article 10.1 may not exceed 10% on average per week, measured per quarter, of:
    - 36 hours, if the employee's salary does not exceed the maximum amount of salary scale 60;
    - 42 hours, if the employee's salary exceeds the maximum amount of salary scale 60, but does not exceed the maximum amount of salary scale 70;
    - 52 hours, if the employee's salary exceeds the maximum amount of salary scale 70.
5. If the percentage of 10% is exceeded, either assistance is provided or a vacancy is posted at the request of the employee concerned.
6. If a part-time worker works overtime for more than 10% of his or her contractual working hours in any quarter, he or she will be offered a contract for several hours at the request of the employee concerned. If he or she does not request this, assistance will be provided or a vacancy posted.
7. On request, the works council will receive an overview of the hours worked within a department or group per employee per calendar quarter on the basis of Article 10.1 in order to be able to form an opinion on the policy pursued with regard to vacancies or assistance.

Article 10.4 Compensation scheme for standby, on-site standby and on-call duty shifts

1. An employee whose salary does not exceed the maximum amount of salary scale 75 will receive compensation in time off for the hours spent on standby, on-site standby and/or on-call duty shifts.
2. The compensation referred to in paragraph 1 is per hour in the case of
    a. Standby/on-call duty shifts
        - On recognised public holidays: 3/18
        - On Saturdays/Sundays: 2/18
        - On other days: 1/18
    b. On-site standby duty shifts between 6 a.m. and midnight
        - On recognised public holidays: 5/18
        - On Saturdays/Sundays: 4/18
        - On other days: 2/18
    c. On-site standby duty shifts between midnight and 6 a.m.
        - On recognised public holidays: 7/18
        - On Saturdays/Sundays: 6/18
        - On other days: 3/18
3. If in a period of three consecutive periods of 28 days, with due observance of the provisions of Article 10.2, the employee performs standby duty and/or on-call duty shifts for more than eight weekend days, he or she will receive, in addition to the compensation as referred to in paragraph 2, a bonus of 50% of this compensation for the extra standby duty and on-call duty shifts on weekend days. Article 10.8, paragraph 3, does not apply to this bonus.

Article 10.5 Compensation scheme for work during standby, on-site standby and on-call duty shifts

1. The compensation for work performed during the shifts as referred to in Article 10.1 is, unless paragraph 4 states otherwise and with due observance of the provisions of Article 10.4, provided in the form of free time, equal to the number of hours worked, and in the form of a financial reward as referred to in paragraph 2. This compensation also applies to the employee who works part time.
2. The financial reward is a percentage of the hourly wage:
    - 25% for work performed between 6 a.m. and 10 p.m. on Monday through Friday, on the understanding that in a period of seven days the number of hours to be rewarded in this way amounts to a maximum of five; the remaining hours are rewarded with 50%;
    - 50% for work performed between 10 p.m. and 6 a.m. on Monday through Friday;
    - 75% for work performed on Saturdays until 6 p.m. and on days off;
    - 100% for work performed on Saturdays from 6 p.m., on Sundays and public holidays between midnight and midnight, and on 24 and 31 December between 6 p.m. and midnight.
      Here, days off are understood to mean the days, other than Sundays or public holidays, on which the employee would not have to work in accordance with his or her schedule of working hours and rest periods.
3. The compensation as referred to in paragraph 1 is granted regardless of the employee's salary, insofar as the number of hours worked does not exceed the average 36 hours per week, measured over the period to which the schedule of working hours and rest periods applies.
4. If the average referred to in paragraph 3 is exceeded, the right to compensation is granted if:
    - The employee's salary does not exceed the maximum amount of salary scale 60;
    - The employee's salary exceeds the maximum amount of salary scale 60, but does not exceed the maximum amount of salary scale 70: If and insofar as the number of hours worked exceeding the working hours as included in the schedule of working hours and rest periods is more than six on average per week, to be measured over the period for which the schedule of working hours and rest periods applies;
    - The employee's salary is higher the maximum amount of salary scale 70: If and insofar as the number of hours worked exceeding the working hours as included in the schedule of working hours and rest periods is more than sixteen on average per week, to be measured over the period for which the schedule of working hours and rest periods applies.

Article 10.6 Compensation for on-call break

If the employer makes use of an on-call break during the night shift and the employee is therefore not allowed to leave the workplace, he receives an on-call allowance of € 5 per half-hour break.

Article 10.7 Meals and allowance for telephone costs

1. Meals are provided free of charge by the employer during on-site standby duty shifts. If this is not possible, an allowance will be provided for a sandwich or a hot meal based on declarations with receipts. The maximum reimbursements are indexed annually with the Harmonised Index of Consumer Prices. Article 11.5.1 applies to the meal provision/reimbursement during on-site standby duty shifts.
2. The employer gives the employee a mobile phone to be reachable during on-site standby duty shifts.
3. Agreements are made with employees using their private telephone about the reimbursement of the costs of subscriptions and business calls.

Article 10.8 Taking the compensation for standby, on-site standby or on-call duty shifts

1. The time off as referred to in Article 10.4 must be granted and taken within a period of two months after performing the standby, on-site standby or on-call duty shifts, unless otherwise agreed between employer and employee.
2. The time off as referred to in Article 10.5 must be granted after consultation with the employee and taken at the latest in the quarter following the quarter in which the work was performed, unless otherwise agreed between employer and employee.
1. If, in the employer's opinion, Sanquin's interests are incompatible with giving the employee time off, at most half of the time off as referred to in paragraph 1 is converted into a payment being a proportional part of the salary. The employee can choose to have the free time fully converted into an amount of money.
2. At its request, the works council receives insight into the application of the provisions of paragraph 3.
3. If standby, on-site standby or on-call duty shifts are performed on a holiday designated by the employer as referred to in Article 12.1.3, the employee's right to that day will remain.

Article 10.9 Relocation

1. If the employee performs standby or on-call duty shifts, he or she will have to live in the residential area as referred to in Article 3.2.16.
2. Upon commencement of employment or during the employment, it can be agreed in mutual consultation that the employee will not have to move, and that the employer or employee will make sure the employee has a place from where standby or on-call duty shifts can be performed.
3. If, despite the agreement referred to in paragraph 2, the employee moves to the designated residential area after all, he or she will not receive a relocation allowance, unless an agreement has been made about this.
4. For the relocation allowance, reference is made to Chapter 11, paragraph 11.4.

Chapter 11 Expense allowances

11.1 Commuting costs

Article 11.1.1 Definitions and amount of allowance

1. The employee receives a monthly allowance for the costs of travelling from home to his or her place of work and back once a day, with due observance of the following provisions.
2. The location where the employee works the most hours is considered the place of work. If this cannot be determined, the employer will designate a location that applies to the employee. Each employee has one location. The location will be confirmed to the employee in writing.
3. The costs as referred to in paragraph 1 are understood to mean the travel costs based on the lowest class of public transport and the cheapest rate, and the costs for the use of a bridge, a tunnel or a ferry.
4. The maximum monthly travel allowance is indexed annually on the basis of the average price increase of the subscription rates of NS (Dutch Railways).
5. For the employee who uses his or her own transport, the compensation is fixed – with due observance of the provisions of paragraph 4 – at the rate that applies to the lowest class transport by train, taking into account the number of kilometres to be travelled.
6. The travel distance between home and the work location is determined along the most common route. Calculation of the one-way distance is done by the employer using the route planner chosen by the employer (and referred to on the intranet). If an employee believes that the calculated number of kilometres is incorrect, he or she can provide a documented number of kilometres that he or she believes is correct. If the employee's statement gives reason to do so, the employer will use the number of kilometres stated by the employee with effect from the following month with retroactive effect to the moment that the employee made his or her statement.
7. An employee who works less than five days a week will receive a pro-rata allowance.

Article 11.1.2 Extended definition

1. The employee is reimbursed for the costs of traveling back and forth from home to work in case of:
    - Broken shifts with an interruption of more than 2 hours;
    - A call during a standby duty shift;
    - Overtime at hours other than regular working hours;
    - On-site standby duty at hours other than regular working hours;
    - Meetings starting later than one hour after the end of regular working hours.
2. Travel costs are costs actually incurred or, if a private car is used, a reimbursement of € 0.30 per kilometre.

Article 11.1.3 Extra work part-timers

If a part-timer works extra at the request of the employer, the actual costs incurred for travelling on that day will be reimbursed, insofar as an allowance is not already received for that day. When using his or her own car, a compensation of € 0.30 per kilometre applies.

Article 11.1.4 Adjustment of amounts

The public transport rates as referred to in Article 11.1.1 are indexed with every increase in the fares of NS. The maximum amount referred to in Article 11.1.1, paragraph 4, is increased by the average price increase of the NS fares.

Article 11.1.5 Submitting documents

At the employer's request, the employee must submit the documents with which the amount of the compensation can be determined.

Article 11.1.6 Travel allowance during unfitness for work

The travel allowance will be terminated on the first day of the month following the date on which an employee is (completely) incapacitated for work for one full month, unless this would lead to unfairness in view of the commitments given by the employee. As soon as the employee has (partially) recovered, the travel allowance will be paid again in proportion to the number of days for which work has been resumed. If the employee has resumed work on an occupational therapy basis, the foregoing also applies.

11.2 Travel and accommodation expenses for business trips

Article 11.2.1 Definition

1. The employee receives a reimbursement of the travel and accommodation costs of his or her business trips.
2. A business trip is understood to mean incidental traveling to/from and staying at a location other than the designated place of work on behalf of the employer in the context of his work.
3. The kilometres actually travelled for business trips will be reimbursed, regardless of whether all or part of the journey is made via a route for which commuting expenses are also reimbursed.

Article 11.2.2 Compensation scheme for business trips

1. The basic principle is that business trips take place on behalf of the employer, during working hours and from the place of work.
2. Travel expenses are reimbursed on the basis of the lowest class of public transport and the cheapest rate, or, if the employee uses his or her own car with the employer's permission, € 0.30 per kilometre.
3. Accommodation costs are reimbursed on the basis of the necessary costs incurred.
4. If the employee has a 'mobile position' (a position in which he or she is required to travel frequently, including all blood-collecting jobs) or if the employee does not have a permanent location, making it impossible and/or unreasonable to comply with the requirements mentioned in paragraph 1, the following rules apply:
    - If and insofar as the travel time to the service address is at least 15 minutes longer than the travel time to the work location on that day, this extra travel time is compensated;
    - Travel time is based on the most recent version of the route planner on the intranet;
    - Travel time is compensated in money. The employee can also indicate that he or she prefers compensation in time. The employer agrees to this, unless it is incompatible with Sanquin's interests;
    - If the employee believes the calculated travel time is incorrect, he or she can document what he believes to be the correct travel time. If this report gives reason to do so, the employer will adjust the calculated travel time compensation.
5. If the employee believes that the number of kilometres has been incorrectly determined, he or she can document what he or she believes to be the correct number of kilometres. If this report gives reason to do so, the employer will correct the reimbursement.

Article 11.2.3 Submitting documents

At the employer's request, the employee must submit the documents with which the amount of the compensation can be determined.

11.3 Prescribed clothing

If there is a dress code, the employer is obliged to draw up a regulation in consultation with the central works council. This regulation will at least include a reimbursement of the costs of this clothing.

11.4 Relocation expenses

Article 11.4.1 Definitions

1. Family members are understood to mean the spouse, the relationship partner, and the employee's own children, step-children, and foster children who are part of his or her family.
2. Conducting one's own household is understood to mean that one is occupying a living area consisting of at least two rooms (living room, bedroom and/or kitchen), with its own household effects and own kitchen equipment.
3. Annual salary is understood to mean:
    - Twelve times the salary of the month in which the relocation takes place, with a minimum of € 2500 per month and a maximum of € 8000 per month;
    - If the relocation takes place before commencement of employment, twelve times the salary that is agreed as the starting salary in the employment contract, with due observance of the aforementioned minimum and maximum;
    - The holiday allowance on the aforementioned amount;
    - For the part-time employee, the salary is converted to a salary amount for full-time employment to determine whether the aforementioned minimum or maximum applies.

Article 11.4.2 Scope

1. A relocation allowance is granted to:
    - The employee who settles in the residential area that is determined by the employer as referred to in Article 3.2.16 when entering into the employment contract;
    - The employee who is obliged to settle in the residential area during the employment.
3. The relocation allowance is not granted if and insofar as the employee is already entitled to another arrangement, for example the migration schemes of the government.
4. If the spouse or relationship partner of the employee is entitled to compensation of relocation expenses from the same employer, the compensation will only be paid to one of the parties involved. For the calculation of the compensation, the highest salary is taken into account.

Article 11.4.3 Relocation allowance and official residence

1. Employees are entitled to a relocation allowance when moving into or leaving an official residence, if:
    - This is related to the termination of the employment contract due to reaching the retirement age, receiving a bridging payment as referred to in the regulations of the Pensioenfonds Zorg en Welzijn (Pension Fund for Care and Welfare) or due to permanent disability for the performance of one's duties;
    - This is based on an obligation imposed by the employer other than for urgent reasons caused by and attributable to the employee.
2. If leaving an official residence is related to the death of the employee, his family members are entitled to relocation expenses.

Article 11.4.4 Reimbursement scheme for relocation expenses

1. The relocation allowance for those who run their own household consists of reimbursement of:
    a. The costs of transport of the employee and his or her family members and of the luggage and household effects to the new home, including the costs of packing and unpacking;
    b. The rental costs of the old home to be borne by the employee up to a maximum of two months if the rent for the new home is to be paid at the same time;
    c. Other costs actually incurred as a result of the relocation, up to a maximum of 12% of the employee's annual salary at the time of the relocation;
    d. € 45.38 per accompanying child.
2. For those who do not run their own household, a relocation allowance consists of reimbursement of:
    a. The costs of transporting the luggage and household effects to the new home, including the costs of packing and unpacking;
    b. The rental costs of the old home to be borne by the employee up to a maximum of two months, if the rent for the new home is to be paid at the same time.
    c. Other costs actually incurred as a result of relocation, up to a maximum of 4% of the employee's annual salary, unless semi-furnished accommodation is made available by the employer.
3. In special cases, if the employee does not use the furnished accommodation offered to him or her, the employer may grant the compensation as referred to in paragraph 2, under c.
4. Decisive for the amount of the relocation allowance is whether or not the person concerned conducts his own household on the day of employment.
5. With regard to the employee with whom a fixed-term employment contract has been concluded, the relocation allowance as referred to in paragraph 1, sub c, and paragraph 2, sub c, of this article is reduced by 1/24 for each month that the employment lasts less than two years after the date of relocation.

Article 11.4.5 Other costs to be reimbursed

The employee who runs his or her own household, and who is obliged by the employer to settle in the designated residential area when entering into the employment contract, but despite reasonable and demonstrable efforts does not immediately succeed in finding a suitable accommodation in the new residential area, receives:

a. The costs of one year of public transport to travel back and forth between home and work;
b. The costs of his or her stay in a pension in the place where the employer is located, as well as the costs for travelling home once a week, in case travelling back and forth between home and work on a daily basis is incompatible with the interests of Sanquin or the employee. This is done in consultation with the employer.

Article 11.4.6 Repayment of relocation costs

1. The compensation described in Article 11.4.4, paragraph 1, sub c, and paragraph 2, sub c, will have to be repaid if the employment contract is terminated at the request of the employee or as a result of urgent reasons caused by and attributable to the employee within two years after the relocation.
2. Reimbursement will not take place if the employment contract is terminated on medical grounds at the request of the employee, and the employee is also of the opinion that such termination is needed on that ground.
3. The repayment is equal to the amount of the compensation as referred to in Article 11.4.4. paragraph 1, sub c, and paragraph 2, sub c, reduced by 1/24 for each full month that the employment contract has lasted after the day of the relocation.

11.5 Meal allowance in case of on-site standby duty and overtime

1. The employer provides the employee with a meal or, if this is not possible, compensation for a sandwich or hot meal based on declarations, if the employee is:
    - On on-site standby duty;
    - Commissioned by the employer to work overtime after his or her regular shift, and this overtime turns out to be at least two hours, during which time the employee is not able to eat at the usual place and time.
2. The maximum reimbursement amounts are indexed annually with the Harmonised Index of Consumer Prices.

Chapter 12 Holidays, Personal Life-Stage Budget, leave and the WaZo

12.1 Holidays

Article 12.1.1 Definitions

1. Insofar as not provided otherwise or supplementary in this section, the provisions of the Dutch Civil Code regarding holidays apply (Article 7:634 to 7:645 of the Dutch Civil Code). It is not allowed to deviate from these statutory provisions.
2. To determine the working time, the actual number of holiday hours taken by the employee is regarded. If a holiday is taken on a day on which, according to the schedule of working hours and rest periods, a daily working time of nine hours has been established, nine holiday hours are taken into account when determining the working time, and also when calculating the number of enjoyed holiday hours.
3. The pro-rata principle is applied for employees with working hours deviating from the full-time standard.

Article 12.1.2 Number and accrual of holiday hours

1. An employee with a full-time employment contract is entitled to 144 statutory holiday hours per calendar year, while retaining his or her salary. The employee as referred to in Article 9.2, paragraph 1, also receives an allowance for irregular hours while taking statutory holiday leave.
2. For holiday hours taken, the hourly wage is increased by the average percentage of irregular hours allowance over the past six months. The increase is provided for statutory holiday hours taken with a maximum of 144 hours based on full-time employment.
3. The employee who made use of Article 6.13 (55+ scheme) or 6.14 (age-related personnel policy) of the CLA Sanquin 2008-2009 before 1 January 2008 is entitled to 184 holiday hours per calendar year instead of 144 hours. These hours contain 144 hours of statutory holiday leave and 40 hours of non-statutory holiday leave.
4. Agreements about the application of the generation policy as included in Article 3.4.1 of this CLA can only come into effect if the employee has used all of his or her holiday hours in excess of the statutory entitlement, built up in the period before the scheme takes effect. The accrual of holiday hours exceeding the statutory minimum stops as soon as the generation policy scheme comes into effect.
5. A month in which the employment contract commenced before the 16th or ended after the 15th is considered a full calendar month when determining the holiday amount. If the employment commenced after the 15th of the calendar month or ended before the 16th of the month, holiday entitlements are accrued pro rata.

Article 12.1.3 Designating holidays

1. The employer may determine that the employee can take holiday leave on a maximum of two working days to be designated by the employer. This leave is included in the number of hours referred to in Article 12.1.2.
2. Application of this article takes place in consultation with the works council. The decision relates to one or more groups of employees, and is taken at the latest at the end of January.

Article 12.1.4 Taking holiday hours

1. The employer is obliged to give the employee the opportunity to take the holiday hours allocated every year.
2. The holiday will be granted in accordance with the wishes of the employee, unless this is incompatible with the interests of the department/organisation where the employee works.
3. The employee can at least claim a holiday of three consecutive weeks, including the preceding and following weekends.
4. The general arrangement and spread of the holidays within Sanquin require the approval of the (central) works council.

Article 12.1.5 Change of holiday period

1. If circumstances arise which the employer could not have foreseen when determining the holiday period and due to which the functioning of the organisation, organisational unit or the department is seriously put at risk, he can change the period established for the holidays.
2. The employer determines the new holiday period in consultation with the employee.
3. Any damage suffered by the employee as a result of this change is compensated by the employer.

Article 12.1.6 Incapacity for work during holidays
If the employee reports any incapacity for work during his or her vacation, in accordance with the sick leave regulations referred to in Article 4.8, the sick days from the time of reporting sick will not be regarded as holidays.

12.2 Personal Life-Stage Budget (accrued before 1 January 2019)

Article 12.2.1 Personal Life-Stage Budget
1. The employee annually receives a Personal Life-Stage Budget (PLB) of 57 hours.
2. When entering and terminating employment within one calendar year, the PLB is granted pro rata for the number of months of employment.
3. The pro-rata principle is applied for employees with working hours that deviate from the full-time standard.

Article 12.2.2 Basic principles Personal Life-Stage Budget
1. The employer is responsible for the administration of the PLB. When the employment percentage changes and at the end of the employment, the employee receives a new overview of his or her accrued budget.
2. In principle, the PLB is used for spending purposes in time. The personnel structure must be such that every employee has the opportunity to take his PLB hours. The purpose of the scheme is to give the employee the opportunity to make use of a saved budget that suits his or her life stage at that time. The aim of introducing PLB hours is to promote the sustainable employability of the employee.
3. For every employee, agreements are made about the use of the PLB credits. The employee makes a motivated proposal for the use of his or her PLB hours. This proposal further elaborates on how his or her sustainable employability can be increased with the use of PLB hours in line with his or her personal needs. The agreements about the use of the PLB credits may contain the following elements at the request of the employee:
    a. Payment of the annual accrual of PLB hours. There is no obligation to pay out;
    b. The use of PLB hours for employability-oriented training, and training that contributes to 'from work to work initiatives';
    c. The use of PLB hours for the employee's informal care activities;
    d. The desire to make use of the Generation Policy as included in Article 3.4.1 of this CLA. Agreements about the application of the Generation Policy as included in Article 3.4.1 can only come into effect if the employee has used all of his or her PLB hours, accrued in the period before the scheme takes effect.
    e. It can also be agreed that all PLB hours will be taken in a continuous period of at most fifty times the working hours per week prior to the AOW pension age. This deviates from the main rule as mentioned in paragraph 4 of this article, sub d.
4. Leave can be taken at the employee's discretion and wishes, with due observance of the following provisions:
    a. The employee who wishes to take substantial leave, requests this in writing from the employer at least four months before the start of the leave, stating the duration and extent of the leave;
    b. The period of four months does not apply if there is no substantial leave taken;
    c. The employer grants the request for leave, unless this is incompatible with the interest of Sanquin, the organisational unit or department in a way that the outweighs the employee's interest according to standards of reasonableness and fairness;
    d. The employee can take PLB leave prior to the retirement/state pension age for at most half of the working hours of the previous calendar year.
5. In principle, an employee with working hours that deviate from the full-time standard who occasionally works overtime, receives PLB for the extra hours worked in the form of a supplement to the hourly rate.
6. The PLB does not lapse.
7. At the employee's request, the PLB can be used annually in the multiple-choice system of employment conditions / My SanQeuze Budget (see Article 3.2.9).
8. In the event of payment of accrued PLB hours, their value is the hourly wage applying at that moment.

9. The accrual of the PLB is continued over a maximum of six months in the event of illness / incapacity for work. To determine the six months, periods are added up if they follow each other with an interruption of less than four weeks.
10. Leave once accrued does not expire during illness / incapacity for work.

Article 12.2.3 Transitional arrangement 45 years and older

1. The transitional arrangement only applies to employees who were employed by Sanquin on 1 January 2009.
2. In addition to Article 12.2.1, paragraph 1, an employee who is 45 years old on 31 December 2009, but not 50 years old yet, and who has been employed for 10 years in the health care sector (scope of Pensioenfonds Zorg en Welzijn, the Dutch Pension Fund for Care and Welfare), either with Sanquin and/or its legal predecessors, will receive a one-time deposit to the PLB of 200 hours in the month in which he or she turns 55.
3. Contrary to Article 12.2.1, paragraph 1, the employee who on 31 December 2009 is:
    - 55 years or older, but not yet 60, receives a PLB of 187 hours per year;
    - 54 years old, receives a PLB of 172 hours per year from the first of the month in which he or she turns 55;
    - 53 years old, receives a PLB of 157 hours per year from the first of the month in which he or she turns 55;
    - 52 years old, receives a PLB of 142 hours per year from the first of the month in which he or she turns 55;
    - 51 years old, receives a PLB of 122 hours per year from the first of the month in which he or she turns 55;
    - 50 years old, receives a PLB of 102 hours per year from the first of the month in which he or she turns 55.
4. By way of derogation from Article 12.2.1, paragraph 1, and paragraph 3 of this article, the employee aged 55 or older who is entitled to 184 holiday hours (Article 12.1.2, paragraph 3), and who is 55 years or older on 31 December 2009, receives a PLB of 165 hours per year.

12.3 Leave

Article 12.3.1 Definitions

1. In this arrangement, paid leave is understood to mean the number of hours to be included in the employee's schedule of working hours and rest periods on the basis of this scheme, in which no work needs to be done. These hours are included in determining the total amount of working hours.
2. Unpaid leave means the right to freedom from any shift. The unpaid leave granted under this arrangement is not taken into account when determining the total amount of working hours.
3. The children residing in the employee's family for whom an application for adoption has been submitted, are considered to be the employee's children for the purposes of this section.
4. This also applies to the employee who is a member of a religious community. In this case, a priesthood jubilee is equated with a wedding feast.

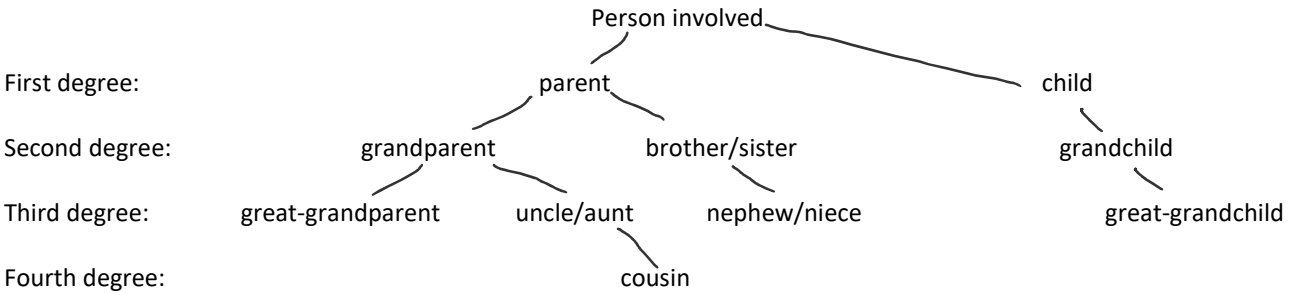
Article 12.3.2 Premiums during unpaid leave

1. The contributions owed by the employer for the period of unpaid leave as referred to in Article 12.3.5 can be recovered from the employee.
2. Under the conditions set out in the pension regulations, the employee can voluntarily continue the pension insurance during a period of extension of the maternity leave, during parental leave and life-course leave. Contrary to paragraph 1, the employee receives the determined employer's contribution to the pension premium based on the chosen level of continuation.
3. If the employee continues or takes up the additional health insurance of IZZ during a period of extension of the maternity leave or during parental leave, the employee will receive the determined employer's contribution to the premium, contrary to paragraph 1.
4. Paragraphs 2 and 3 only apply if the employee continues the employment for at least six months after the unpaid leave. If the employment contract is terminated within this period, the employee will repay the part of the premium borne by the employer in the period of the unpaid leave.

Article 12.3.3 Paid leave in case of special events

1. The employer will give the employee the opportunity to participate in the events listed below during the period specified for those events. If necessary, the employer will grant paid leave for this purpose. The family relation chart below this article gives insight in who belongs to which degree.
    - Two days for relocation of the employee on behalf of the employer;
    - One day for marriage or registration of partnership of one of the members of the employee's family;
    - One day for the marriage or registration of a partnership of blood relatives in the first and second degree of the employee, the spouse or relationship partner;
    - One day for the 25th and 40th wedding anniversary of the employee;
    - One day for the 25th, 40th, 50th, 60th wedding anniversary of the employee's parents or foster parents, the spouse or relationship partner;
    - One day for 25 and 40 years of service anniversary of the employee;
    - One day for administrative and ministerial committees in the field of health care.
2. For the events referred to in paragraph 1, the employee must notify the employer fourteen days before the event that he or she wishes to attend that event. The pro-rata principle is not applied.
3. If the employee marries or otherwise conclude a cohabitation agreement, by notarial deed or municipal or church registration, 14.4 hours of paid leave is granted. The employer only needs to grant the leave hours once as long as it concerns the same cohabitation.
4. In those cases in which the employee was not reasonably able to make an appointment outside the established working hours in connection with a visit to a doctor or dentist, the employer will grant the employee paid leave.

Family relation chart



Article 12.3.4 Leave in connection with participation in public-law bodies

1. The employer will give the employee the opportunity to participate in meetings and sessions of public-law bodies in which the employee has been elected and appointed.
2. If participation leads to absenteeism in the working hours according to the scheme of working hours and rest time, paid or unpaid leave will be granted. The choice of paid or unpaid leave is determined annually in consultation between employer and employee.
3. When opting for paid leave, the employer is entitled to the compensation that the employee receives for the work resulting from the position for which leave was granted.

Article 12.3.5 Other leave possibilities

The employer can grant paid or unpaid leave to the employee.

Article 12.3.6 Denial of leave

If, in the interests of Sanquin, the employer cannot reasonably be expected to grant leave at a specific time, a (partial) negative decision will be taken after consultation with the employee.

12.4 Work and care

Article 12.4.1 General

1. Insofar as this paragraph does not provide otherwise or additionally, the provisions of the WaZo (Dutch Work and Care Act) apply. No deviating provisions have been included for adoption leave, foster care leave, short-term care leave and parental leave and birth leave.

2. The pro-rata principle is applied for employees with working hours that deviate from the full-time standard.

Article 12.4.2 Pregnancy and maternity leave

The following provisions apply in addition to the WaZo (Dutch Work and Care Act):

1. During the period of pregnancy and maternity leave, the employee is entitled to a benefit from the UWV (Dutch Benefits Agency). The employer supplements the benefit up to the time-based wage determined for the employee.
2. Following the maternity leave, the employer grants an employee at her requests at most four weeks of unpaid leave. An appointment will be made about this no later than three months before the expected date of delivery.

Article 12.4.3 Long-term care leave

The following provisions apply in addition to the WaZo:

1. The employee is entitled to paid leave for the necessary home nursing or care to be provided by him or her in the event of terminal or palliative care of:
    - The spouse or the relationship partner;
    - A child living at home, a child of the spouse or relationship partner living at home, an adopted child or a foster child living at the same address as the employee (based on the municipal personal records database), and who is permanently cared for and raised by the employee within his or her family;
    - A resident parent of the employee.
2. The leave is a consecutive period of at most twelve weeks. The holiday entitlements accrued during this period are deemed to have been taken in this period.

Article 12.4.4 Calamity leave and other short leave of absence

1. The employee is entitled to short-time paid leave for making the first necessary provisions in very special personal circumstances, for example illness in the employee's family.
2. At the death of a blood relative or relative by marriage in the direct line of descendants, or a brother or sister of the employee or his or her relationship partner, the employee is entitled to paid leave on the day of death and on the day of the funeral or cremation, insofar as the employee was scheduled to work on this day / these days.
3. At the death of a spouse or relation partner, a (foster) child, or a (foster) parent of the employee and/or his or her spouse or relation partner, the employee is entitled to paid leave on the day of death until and including the day of the funeral or cremation, insofar as the employee was scheduled for work on this day / these days.

Chapter 13. Activation scheme

Article 13.1 Scope

1. The employee who has been appointed for an indefinite period, and who is dismissed because of reduction or termination of the work, reorganisation, or incompetence or unsuitability that is not his or her fault, an activation scheme is granted by the employer with effect from the day following the day on which the employment contract ends, in accordance with the provisions in this chapter.
2. The activation scheme consists of an activation budget equal to the statutory transition payment and a supplement to the benefit based on the Werkloosheidswet (WW, Dutch Unemployment Insurance Act). The activation budget is at least € 5,000 for full-time employment. The pro-rata principle applies for employees with working hours that deviate from the full-time standard.
3. In the event of incompetence, the employee must have been employed by the employer for fifteen years or longer. Incompetence does not mean incapacity for work.
4. The activation scheme is only granted when the employee is entitled to unemployment benefits (WW) as a result of dismissal for one of the reasons stated in paragraph 1.
5. With regard to the employee who was already dismissed before 1 July 2015, and to whom the Wachtgeldregeling (Dutch redundancy pay scheme) from previous CLAs has been applied or promises have already been made based on the redundancy pay scheme, the redundancy pay scheme applies and existing commitments are respected. The activation scheme does not apply to these employees.

Article 13.2 Activation budget

1. The activation budget aims to support the employee in finding other work.
2. The budget can be used in consultation with the employee before dismissal as referred to in Article 13.1.

Article 13.3 New employment contract with another employer

1. An employee who is declared redundant, and who terminates his or her employment contract by mutual consent before the formal date of dismissal in order to accept a position with another employer, is, contrary to Article 13.1, entitled to the unemployment benefit supplement if he or she becomes unemployed within the period as referred to in Article 13.4 and receives unemployment benefits. The term of the new employment contract will be deducted from the supplemental period as referred to in Article 13.4.
2. The employer can also grant an activation budget.

Article 13.4 Duration of the supplement to the unemployment benefit

1. An employee who is dismissed for one of the reasons referred to in Article 13.1, and who is entitled to unemployment benefits, will receive a supplement to the unemployment benefit.
2. The duration of the supplement is three months, increased by one month for each full year of employment after three years of employment, with a maximum of 38 months.
3. The duration of the supplement is increased by two months for an employee who has been employed for fifteen years or longer, with a maximum of 38 months.
4. In determining the number of years of employment as referred to in paragraph 2, all full consecutive months of employment with organisations affiliated with the NVZ (Dutch Association of Hospitals), NZf (Dutch Federation of Healthcare Organisations) or its legal predecessors, as well as Sanquin and its legal predecessors, are included.
5. If the duration of the unemployment benefit period is shorter than the supplemental period as referred to in paragraphs 2 and 3, the employee will receive the benefit from the employer.
6. For an employee who will reach the state pension age within five years from the date of dismissal, and who has been employed by Sanquin for at least ten years on the date of dismissal, the duration of the supplement is extended until he or she reaches that age. After the end of the unemployment benefit period, the supplement is received on the basis an IOW benefit (Dutch Income Provision for Unemployed Older People). The employee is not entitled to the activation budget as referred to in Article 13.2.

Article 13.5 Amount of the supplement to the unemployment benefit

1. The amount of the unemployment benefit plus the supplement is related to the duration as included in article 13.4, paragraphs 2 and 3, and during the first 6 months is equal to the last-earned salary. This is still 80% of the salary in the following 3 months, 75% in the following 24 months, and 70% of the

salary for another 5 months. For the employee who meets the requirements of Article 13.4, paragraph 6, the extended benefit amounts to 70% of the salary.
2. The salary on which the supplement to the unemployment benefit is based is indexed to the CLA wage development.

Article 13.6 Obligations of the employee

1. After notification of dismissal, the employee is obliged to immediately register as a jobseeker at the UWV (Dutch Employee Insurance Agency).
2. The employee is obliged to make use of an opportunity offered to him or her to obtain income from work or business, unless he or she shows that this obligation cannot reasonably be required of him or her.
3. The employee is obliged to notify the employer immediately of the amount of income from work or business and of the amount received in payments under a statutory regulation. If requested, he or she must provide all the desired information and documents.

Article 13.7 Reduction of the activation scheme

1. Income from employment (employment contract) or business, as well as benefits based on the Ziektewet (Dutch Sickness Benefits Act), WAO (Dutch Occupational Disability Insurance Act), WIA (Dutch Work and Income Act), Wajong (Dutch benefit to young people) and WaZo (Dutch Work and Care Act), are deducted from the supplement to the unemployment benefit. If this income is higher than the amount received as an unemployment benefit, the remaining part is deducted from the amount that the employee monthly receives as a supplement to the unemployment benefit under Article 13.5, paragraph 1.
2. If the unemployment benefit is reduced due to a penalty/fine, the cut is also calculated on the supplement.
3. If the employment contract, as referred to in paragraph 1, does not end at the employee's own request for a reason stated in Article 13.1, paragraph 1, the entitlement to the unemployment supplement is restored (Article 13.5).
4. The duration of this new employment contract will be deducted from the total duration of the unemployment benefit supplement.

Article 13.8 Expiration of the unemployment benefit supplement

1. The unemployment benefit supplement expires:
    - With effect from the day following the day on which the employee died;
    - With effect from the day on which the employee reaches the state pension age;
    - When the employee is entitled to an invalidity pension under the regulations of the Pensioenfonds Zorg en Welzijn (Dutch Pension Fund for Care and Welfare), on account of the employment from which the right to the activation scheme has arisen;
    - If the employee does not meet the obligations as imposed on him in Article 13.6;
    - If the benefit is discontinued on the basis of the WW, or one of the other benefits as referred to in Article 13.7, paragraph 1, because the employee fails to do everything that is needed to receive one of these benefits.
    - Pending an appeal procedure under the aforementioned statutory regulations (the supplement will be suspended).
2. The employment supplement can be declared null and void by the employer if:
    - The former employee does not cooperate sufficiently with a medical examination to apply for an invalidity pension or for a statutory benefit due to incapacity for work;
    - The former employee can be deemed to have settled abroad on a permanent basis.

Article 13.9 Death benefit

In the event of the death of the employee, the employer pays a benefit to the surviving relatives. The benefit is the amount of the unemployment benefit supplement that would have been paid out over the first three months following the month of death.

Article 13.10 Payment of the activation scheme

1. The supplement to the unemployment benefit is paid monthly with due observance of the provisions of Article 7.1.4.
2. The activation budget is paid out at the end of employment.

3. There can be no cumulation of a severance payment, a severance arrangement or a compensation arising from the law and the activation budget as referred to in Article 13.1, paragraph 1.

Article 13.11 Pension during unemployment benefit period

An employee who chooses to continue participating in the pension fund Zorg en Welzijn during the unemployment benefit period receives a contribution from the employer equal to 60% of the premium due from 1 January 2022.

Article 13.12 Special arrangement

1. An employee who will reach the state pension age within five years after the date of dismissal and who, moreover, has been employed by Sanquin for at least ten years on the date of dismissal, can choose to make use of Article 13.4, paragraph 6, or accept the offer to remain in the employer's employment until reaching his or her AOW pension age.
2. In the period up to the end of the employment, the employee receives the statutory minimum wage, and he or she remains available for all the employer's work that can reasonably be assigned to him or her.
3. The activities are performed at their wage value. When at work, the employee receives an income that exceeds the minimum wage.

Annex A Social Policy Statute

Nature of the Social Policy Statute
The parties to the Collective Labour Agreement are of the opinion that Sanquin should pursue a responsible social policy. In view of developments in society this policy should be dynamic and develop in a process-oriented manner. The Social Policy Statute is a guideline along which the social policy at Sanquin ought to develop in particular in the consultations between the employer and the (central) works council.
The social policy is an integrated part of Sanquin's total policy, this with due regard to the principles, stated in Sanquin's articles of association.
Social policy objectives
- To shape the organisation and relationships of authority in such a way that within their framework the employees want and can give their contribution to the proper functioning of Sanquin.
- To organise the activities in such a way that they constitute meaningful work with as much as possible power and responsibility for the employees themselves, adjusted to their talents, abilities and ambitions.
- To involve the employees in organising their own work environment and determining the policy within Sanquin.
- To create conditions for the employees' development.
- To create to the extent of Sanquin's possibilities good material facilities for the employees according to criteria that are socially responsible, transparent to everybody and as objective as possible.
- Where training is given in the organisation, to create such a learning and working environment with the associated reference frameworks that due consideration is given to both aspects.

Basic principles
- Within Sanquin the structure and dynamics of the organisation should be known and open to discussion.
- Information and communication are of great importance, the more so since exchange of information is often difficult in view of the many independently operating departments.
- The employees' participation in shaping and implementing the social policy should be promoted, in order that they can influence the elaboration and realisation of the objectives of the total policy.
- The aim of the distribution of responsibilities and powers will be that all who work within Sanquin can shape the performance of their duties in a meaningful way.
- The policy will promote as much as possible that a balance acceptable to those involved is created between the requirements set to the work by the organisation and the possibilities, wishes, health and safety of the employees.
- Training and education possibilities, aimed also at attitude formation and relationship skills, are important since they often are an integrated part of other developments.
- The policy in respect of the employment conditions aims to let the employment relation, both as regards the rules and the implementation, conform to general principles of justice, legal certainty and efficiency.

Focus area: personnel planning
Staff composition and size will be based on adequate planning. A staffing plan should be drawn up for determining the workforce. When realising the staffing plan, the services to be provided and the commercial context are taken as guiding principles, as are the effects of statutory regulations and Collective Labour Agreement provisions. The personnel planning anticipates the expected developments of Sanquin. In this respect career planning and dealing with the impact that changed requirements have on composition, expertise and size of the staff will be taken into account.
Focus area: staffing
- Part-time working:
The employer pursues a policy that stimulates part-time working, also for higher and executive posts.
- Recruitment and selection:
The employer follows the provisions of the recruitment code drawn up by the Dutch Network of HR-professionals (NVP).
- Introduction:
A good introduction, for instance with the aid of an introduction booklet or introduction days, must result in making the employee as early as possible familiar with the organisation and his place in it.
- File preparation:
The employer should adopt rules in respect of the preparation, storage, use and inspection of files of employees.
- Termination of employment:

At the termination of the employment the social consequences for the employee should be taken into account. In particular timely attention should be paid to the counselling of employees who face a termination of their employment because of occupational disability and (early) retirement.

Focus area: career development
Based on the staffing plan Sanquin's policy aims at enabling each employee to provide the best possible contribution to Sanquin's functioning in accordance with their own abilities, possibilities and ambitions. Important instruments in this respect can be the Appraisal and Result Interview and the promotion of internal applications in case of vacancies.
Item for attention in this respect is to remove impediments that hamper the advancement of women into higher positions.

Focus area: workload control
A system of workload control is part of the policy to be pursued by Sanquin in respect of the service provision with the purpose of achieving an adequate balance between demand and supply.

Focus area: internal and external professional training, retraining and further training
The policy comprises all activities resulting from professional training courses, retraining and further training aimed at obtaining, respectively maintaining knowledge, insight and (social) skills needed for a proper performance of one's duties.
Sanquin's policy should be aimed at taking promotional measures to enable employees to follow professional training courses, retraining and further training, insofar as needed, also when given externally.
In respect of trainees Sanquin should realise that the trainee is supernumerary and that the object of his presence is to learn. That means that participation in the work process is only justified when it happens on the basis of learning objectives. Sanquin ensures that trainee counselling is realised according to the cooperation agreement.

Focus area: education, management training and executive staff training
The above-mentioned learning processes will usually also involve coaching to make the learning experience operational in the work environment. Sanquin's policy should aim at enabling employees to develop themselves in this respect. In addition to the importance for the employee, it can within Sanquin also influence the manner of managing, the way in which job evaluation is introduced, and the way in which assessment systems and work meetings are used.

Focus area: change processes
Change processes are usually initiated by developments in society and are influenced by them. These processes require adequate supervision within the social policy.
Items for attention in this respect are good employment relations and an efficient organisation.

Focus area: work meetings
Partly by means of work meetings, Sanquin's policy aims to enhance the possibilities for all employees to feel more and more strongly involved in their work.
Work meetings are understood to mean in particular: open consultations within department-related groups of employees and not consultation on an individual basis. In principle all employees should (be able to) take part in work meetings. This will therefore focus the attention on the employees as a group, and on the group processes that occur in that context.
Work meetings concern regular and integrally regulated consultations; they do not concern an occasional and arbitrary activity.
Work meetings are not noncommittal: once introduced they cannot be cancelled just like that, at the management's discretion.
Work meetings imply that within the department-related groups in question the employees take part in and exercise influence on the policy concerning among other things:
- the structure of the work: distribution of work, work organisation, work methods and facilities, departmental tasks such as:
 the scope of the total task to be carried out, as well as of all its parts;
 the way in which this task or tasks are carried out;
 management in the work unit;
 granting everybody as large direct responsibilities as possible;
- the objectives and the standards derived from them: staffing, training, costs, production standards;

- social relationships: cooperation, information and communication, delegation;
- working conditions: physical conditions such as temperature, lighting and safety;
- the working procedures in relation to their results.

Focus area: the (central) works council
The (central) works council is an (independent) body of consultation, advice, information and communication within Sanquin. The council's task is to promote the best possible functioning of Sanquin in all its objectives by:
- holding consultations with Sanquin's management;
- representing employees.
When fulfilling this task it will be guided to a great extent by the interests and opinions of employees and it will make these interests and opinions heard as effectively as possible in the policy of Sanquin's Executive Board and management based on the powers given to it by law, Collective Labour Agreement or otherwise.
To this end a proper climate should be created and maintained in particular also in the consultation meetings, so that both the (central) works council and Sanquin's management can give due consideration to all interests involved.

Focus area: information/communication
Sanquin provides proper general information about the organisation and its working procedures and in respect of organisational and social matters.
Structured arrangements should be promoted, both horizontally and vertically, as well as good and swift information along short and open lines of communication, needed for people to function fully in a collaborative venture.
Sanquin also promotes the necessary information and communication needed for the employee to function properly in his department.

Focus area: health
Sanquin creates and maintains working conditions that safeguard a healthy living and working environment. In this respect attention will also be paid to occupational health aspects, among other things when entering the employment, within the framework of periodic medical examinations, with a view to occupational and other diseases, as well as aspects of occupational hygiene and ergonomics and their relation to the employee's health, both collectively and individually.

Focus area: individual employee
Sanquin's policy will also in a preventive sense aim to promote the welfare and proper functioning of the individual employee.
In this respect special attention will be paid to employees who threaten in particular to get stuck in relationships.
At the request of the central works council the employer will take measures to prevent sexual harassment and make an arrangement to provide for a careful handling of sexual harassment complaints.

Focus area: drawing up healthy work schedules
When drawing up work schedules the aim is to provide possibilities for sufficient recovery during and after work and for an efficient business operation. To provide an optimum framework for realising these goals, the employer will introduce work schedules according the WHAW-system.

Annex B Social Statute

Organisational changes within the meaning of this statute are major processes which in a short time cause many changes in an organisation, as regards social, economic and organisational aspects. The parties to this Collective Labour Agreement are of the opinion that a prudent social policy is fitting in this respect. In view of developments in society this policy should be dynamic. This implies that this social statute forms the framework for measures to be agreed upon between employer and employees' organisations in respect of any adverse social consequences of organisational changes for employees. Arrangements in this respect are laid down in a social plan to be drawn up in such an event.
The following basic principles guide the application of this statute:
- Ongoing social plans are respected.
- Based on the continuity of the service provision Sanquin will constantly weigh the social, organisational and economic factors against each other. In doing so Sanquin will as much as possible aim at preserving jobs for the employees.
- All parties involved (Sanquin, employees' organisations, (central) works council and individual employees) are entitled to relevant information.
- The organisational change will not be implemented before the employer, in consultation with the employees' organisations, has adopted a social plan about measures in respect of any adverse social consequences for employees.

In cases in which the elaboration of this statute into a social plan would result in an unfair situation for an individual employee, Sanquin will take measures (possibly after consulting a Social Counselling Advisory Committee to be set up under a social plan) to reduce or remove such unfairness.
In this statute the following concepts are used:
- **organisational change**: a change initiated by the organisation in one or several parts of Sanquin which has social consequences for one or several groups of employees and/or jobs;
- **employee**: employee as defined in this Collective Labour Agreement;
- **staffing plan**: an indicative overview of jobs to be drawn up for the new situation with a description of the required abilities, the expected level and the content of the job;
- **social plan**: an agreement between the parties to the Collective Labour Agreement in which the measures in respect of any adverse social consequences of organisational changes for employees have been worked out, prior to this change;
- **Social Counselling Advisory Committee**: committee that handles objections in respect of the individual application of a social plan.

If Sanquin intends to implement an organisational change in one or more organisational units, it will inform the employees' organisations as soon as possible of this and invites the employees' organisations to consultations. Subsequently, regular consultations will take place at times to be specified later and always if one of the parties requests such consultation.
The progress of the reorganisation process is periodically discussed with the (central) works council. At important moments in the process Sanquin will inform all employees involved in writing or orally.
If a situation occurs which falls within the frameworks of this statute, Sanquin will inform the (central) works council and the employee representation of the existing organisational structure and staffing levels.
In the event of an organisational change Sanquin will draw up a new organisational structure. This contains the number and kinds of jobs that must be performed as well as the relation between officials, groups and services. Based on this new structure Sanquin also draws up a staffing plan.
Sanquin submits the new organisational structure and the associated staffing plan for advice to the (central) works council in conformity with the provisions of the Works Councils Act.
After the organisational structure and the staffing plan have been established, a registration of interest is held among employees involved. A social plan for employees involved is prepared with employees' organisations. The social plan is implemented after Sanquin and the employee representation have reached agreement about it.
The following basic principles apply for a social plan to be prepared:
- the Sanquin Collective Labour Agreement applies;
- person follows work;
- the social plan only applies to matters relating to employment conditions and legal status that are the direct consequence of the organisational change;
- preservation of jobs is aimed at.

In a social plan to be agreed upon attention is any case paid to:
- scope of application and duration;
- placement policy, whereby as a minimum the following is taken into account:
- existing form of employment
- kind of job offered
- age
- length of service
- job requirements;
- training: retraining and further training;
- transitional regimes for employees who must start to work at another location:
- extra travelling expenses and removal expenses
- extra travel time and work time
- arrangements in respect of reduction of allowances etc.;
- right to return;
- suitable job, appropriate job, refusal, repeated placement;
- the possibilities of outplacement and temporary secondment, as well as the rules in respect of dismissal on a voluntary basis;
- rules in respect of compulsory redundancy;
- an arrangement in respect of salary guarantees and pensions;
- acquired rights;
- rights that ensue from the social plan and continue after expiry of the social plan;
- the set-up, composition and working procedure of a complaints committee; complaints procedure;
- the position of the (possibly future) self-employed person with no staff.

Before the end of the term of the social plan, at the request of one of the parties the effect of the social plan is evaluated. It is also established whether the duration of the social plan or of parts of it must be extended.

Annex C Overview of the standards of the Working Hours Act and the Working Hours Decree

The Working Hours Act (Atw) apllies to all persons who carry out work under the authority of the employer (employees, students, trainees).

The Working Hours Act and the Working Hours Decree (Atb) do partly not apply to the employee who earns more than three times the minimum wage, unless he carries out work in night shifts or work which involves serious hazards to the safety or health of persons, in which case the Atw applies in full. In addition, the medical specialist is partially excepted. Articles 4:2 and 4:3 (the statement and registration), Chapter 5 (working hours and rest periods) and Chapter 6 (aspects of employee participation) of the Atw do not apply to the two aforementioned exceptions.

During pregnancy and after childbirth stricter standards apply (article 4:5 up to and including article 4:9 Atw).

This overview only includes the standards for employees of 18 years and older. For employees younger than 18 years stricter rules apply.

Sunday work			
Standards for employees ≥ 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***
Work prohibition	On Sunday no work is carried out, unless….		
1st exception to work prohibition	Unless the opposite has been agreed upon and follows from the nature of the work		
2nd exception to work prohibition	Unless the operating conditions make this necessary and the participation body agrees with it, and the employee involved agrees with it for that case		
Provision for Sundays	In case of work on Sunday at least 13 free Sundays per 52 weeks		collective arrangement Ch6, article 6.6

Minimum rest periods			
Standards for employees ≥ 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***
Daily uninterrupted rest period	11 hours per 24 hours 1x per periode of 7x24 hours to ben shortened to 8 hours*	(c) (a) moreover 1x per period of 7x24 hours to be shortened to 10 hours	
weekly uninterrupted rest period	36 hours per periode of 7x24 hours, or 72 hours per periode of 14x24 hours, to be split into periods of at least 32 hours		

*** if the nature of the work or the operating conditions make this necessary**

Maximum working hours			
Standards for employees ≥ 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***
Working time per shift	12 hours		collective arrangement Ch6, article 6.7 par 1: - *10 hours;* - *12 hours including overtime*
Working time per week	60 hours		collective arrangement Ch6, article 6.7 par 3: *this standard cannot be deviated from to the detriment of the employee*
Working time per 4 weeks	On average 55 hours per week		collective arrangement Ch6, article 6.7 par 5:

			this standard cannot be deviated from to the detriment of the employee
Working time per reference period	per 16 weeks on average 48 hours per week		collective arrangement Ch6, article 6.7 par 5: *this standard cannot be deviated from to the detriment of the employee*

Supplementary rules for night shifts A night shift is a shift in which more than 1 hour of work is carried out between 00:00 hours and 06:00 hours			
Standards for employees > 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***
Minimum rest after a night shift ending after 02:00 hours	14 hours (1 x per 7x24 hours to be shortened to 8 hours)*		collective arrangement Ch6, article 6.7 par 4
Minimum rest after a series of 3 or more consecutive night shifts	46 hours		
Maximum working time per night shift	10 hours (maximum 5x per 14x24 hours and 22x per 52 weeks to be extended to 12 hours while simultaneously shortening the rest after that extended night shift to at least 12 hours)		collective arrangement Ch6, article 6.7 par 2 and 4: *- 9 hours* *- 10 hours including overtime* *- extension to 12 hours is not allowed*
Maximum working time per week	60 hours		collective arrangement Ch6, article 6.7 par 3: *this standard cannot be deviated from to the detriment of the employee*

Maximum working time per 4 weeks	On average 55 hours per week		collective arrangement Ch6, article 6.7 par 5: *this standard cannot be deviated from to the detriment of the employee*
Maximum working time per reference period	per 16 weeks on average 40 hours per week if there are 16 or more night shifts in that period		collective arrangement Ch6, article 6.7 par 6: *this standard cannot be deviated from to the detriment of the employee*
Maximum number of night shifts	per 16 weeks at most 36 night shifts that end after 02:00 hours by collective arrangement this can be deviated from to at most 140 night shifts that end after 02:00 hours per 52 weeks or at most 38 hours of work between 00:00 hours and 06:00 hours per 2 weeks		collective arrangement Ch6, article 6.8: - *At most 5 consecutive night shifts or* - *At most 7 if not more than 43 per 16 weeks* - *this standard cannot be deviated from to the detriment of the employee*
Maximum number of consecutive shifts in a series with also one or more night shifts	7		

* if the nature of the work or the operating conditions make this necessary

break			
Standards for employees > 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***

Working time per shift > 5 1/2 uur	minimum ½ hour (to be split into breaks of at least ¼ hour) (c) by collective arrangement the break can be limited to ¼ hour	(c) if no break is possible, then at most on average 44 hours of work per 16 weeks (c) on-call break is a break if nature of work makes this necessary	See also Ch6, article 6.5 See also Ch10, article 10.6
Working time per shift > 10 uur	minimum ¾ hour (to be split into breaks of at least ¼ hour) (c) by collective arrangement the break can be limited to ¼ hour		

On-call and standby			
	On call	**(c) standby duty** (maximum 24 hours)	
Standards for employees ≥ 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***
period without on-call	per 28x24 hours 14 periods of at least 24 hours, and twice 48 hours of no work	(c) number of standby duty shifts: - per 7x24 hours at most (a) 3 and (b) 5 - per 16 weeks at most (a) 32 and (b) 32	
On-call before and after a night shift	11 hours before and 14 hours after a night shift not allowed	11 hours before and 14 hours after a night shift not allowed	

Maximum working time per 24 hours	13 hours	13 hours	
Maximum working time per week	60 hours	60 hours	
Maximum working time per reference period (no on-call between 00:00 hours and 06:00 hours)	per 16 weeks on average 48 hours per week	per 16 weeks on average 48 hours per week	
Maximum working time per reference period (with on-call between 00:00 hours and 06:00 hours)	per 16 weeks on average 48 hours per week if in 16 weeks there is 16 times or more on-call duty between 00:00 hours and 06:00 hours: (par 5) at most on average 40 hours per week, or (par 6) at most on average 45 hours per week and after the last call between 00:00 hours and 06:00 hours 8 hours of rest or in the 18 hours after 06:00 hours 8 hours of rest	per 16 weeks on average 48 hours per week ditto, except: (c) (b) per 16 weeks on average 48 hours per week	See also Ch10, article 10.2 par 4
Minimum working time in case of call during on-call duty shift	1/2 hour		

		(c) on-site standby duty * (maximum 24 hours)	
Standards for employees > 18 years	***Standards of the simplified Atw (no collective arrangement***	***Particulars (Atb)*** *(c) = collective arrangement needed*	***Different arrangements in CLA***

	required unless stated otherwise)	*(a) = only for nurses and care workers* *(b) = only for doctors*	
maximum number of on-site standby shifts		52 per 26 weeks	
minimum rest time before and after an on-site standby duty shift		11 hours	
minimum rest per period of 7x24 hours		90 hours (spread over 1x24 hours uninterrupted and 6x11 hours uninterrupted; the uninterrupted periods may be consecutive) (c) (the minimum rest time of 11 hours before and after an on-site standby duty, respectively the minimum rest time of 11 hours in the period of 7x24 hours 1x per period of 7x24 hours to be shortened to 10 hours and 1 x to o8 hours, while equally extending the next rest period)**	
maximum working time per 26 weeks		On average 48 hours per week (1248 hours)	collective arrangement Ch10, article 10.2 par 1: ***Article 4.8.2. par 2, Atb (customized arrangement/opt out) is not made use of***

*** if the nature of the work makes it necessary that the work is carried out regularly or for a substantial part in an on-site standby duty shift and this cannot in reason be avoided by organizing the work differently**

**** this shortening is only allowed in exceptional cases, namely only if the nature of the work or the operating conditions objectively justify this**

		Cumulation of special shifts	
Standards for employees > 18 years	***Standards of the simplified Atw (no collective arrangement required unless stated otherwise)***	***Particulars (Atb)*** *(c) = collective arrangement needed* *(a) = only for nurses and care workers* *(b) = only for doctors*	***Different arrangements in CLA***
On-call + on-site standby + standby duty		Number of special shifts: Per 7x24 hours at most (a) 3 and (b) 5 Per 16 weeks at most (a) 32 and (b) 32	

Annex D Health Care Job Evaluation Protocol

1. General

Article 1.1 Definitions

In this annex the following terms have the meaning as stated below:
FWG®: the computer-aided job evaluation system as referred to in Article 7.1.2 of the Collective Labour Agreement.
IOC: the FWG® Internal Objections Committee (at Sanquin called: the Sanquin Complaints Committee, SCC).
LCFH: the National FWG® Reclassification Committee as referred to in Article 4.1 of this annex.

Article 1.2 Description of basic principles and FWG®-classification

1. Basis for the description and classification of a job are the actually performed duties, laid down in a job description that meets the quality requirements established by the parties to the Collective Labour Agreement. They have been included in Annex E to the 1999-2001 Collective Labour Agreement for Hospitals. The most important requirements are:
• Up-to-date: a short and clear statement of the local current (IST) situation;
• Actually performed duties: a good picture of the duties performed within the organisational unit at the moment of description;
• Recognisable: it is important that for the job in question characteristic elements have been described in a recognisable manner.
• Explanation per viewpoint: for the level determination it is necessary that per viewpoint relevant matters have been explained.
2. Within the quality requirements the employer is free to choose a method of job description that fits in with preferences and wishes. A job can be described in both a task-oriented and a result-oriented manner.
3. The job is classified with the aid of the FWG®-system, based on the established job description.
4. The employer indicates who in the organisation is authorised to manage the FWG® set-up files (system expert) and to make a classification proposal with the FWG®-system (classifiers). The employer guarantees a correct application of the system and provides for adequate education and training of FWG®-system experts, classifiers and IOC members.

2. Describing and classifying a job

Article 2.1. Reasons for changing the job description and/or classification

1. The employee has an employment contract and as part thereof an up-to-date job description.
2. In case of changes in the organisation or in a job the following situations can occur:
a. the current job content (the actually performed duties) is no longer in line with the latest established job description (see rewriting procedure, Article 2.4);
b. the employer decides, after advice from the (central) works council, to change the organisational structure and this change has consequences for the content of already described and classified jobs (see rewriting procedure, Article 2.4);
c. the employer decides, after consultation with the (central) works council, to describe the existing jobs in another way, such as from task oriented to result oriented (see: Article 1.2, paragraph 2) (see rewriting procedure, Article 2.4);
d. there is an essential change of the job content, such that this can result in classification into another job category (see reclassification procedure, Article 2.6);
e. there are changes of and/or supplements to calibration jobs and framework texts in the FWG®-system relevant for classification of the job in question, such that this can result in classification in another job category (see reclassification procedure, Article 2.6);
f. the employer wants to create a new job (see new job procedure, Article 2.2).

Article 2.2. Working procedures when creating a new job

1. The employer can create a new job. A new job is a job which as to content and job requirements does not correspond with an already described and classified job within Sanquin and for which it is not possible to take the actually performed job as basis for the description.
2. The employer draws up a job description and takes a preliminary decision in respect of creating the new job. The preliminary description and preliminary classification of the job are presented simultaneously in writing to the employee.

3. Within six months after having been presented with the preliminary description and classification, the employee can submit a written and reasoned request for rewriting or reclassification. The employer informs the employee of this possibility.
4. Within three months after a request the employer starts the rewriting procedure (Article 2.4) or the reclassification procedure (Article 2.6).
5. If the employee fails to submit a request to rewriting or reclassification within three months after expiry of the six months in paragraph 3, the decision becomes final as per the date of the preliminary decision.

Article 2.3 Writing a job description
1. The procedure below applies if the employer starts to describe a job (anew), as in the case of a new job, a rewriting of an already existing job or as start of the reclassification of a job.
2. The employer draws up a job description, takes a preliminary decision to adopt the job description and submits this decision in writing to the employee.
3. Within 30 days the employee can lodge an objection to the preliminary decision as referred to in paragraph 2 (except for a new job, as described in Article 2.2).
4. The notice of objection should be submitted in writing and supported by reasons to the employer. Objection can be made to the content of the job description or because the job description does not meet the quality requirements. If the employer does not accept the objection, he asks the SCC for an opinion within 14 days after receipt.
5. The SCC issues its opinion within 45 days, with the possibility of a once-only extension by 30 days.
6. Within 30 days after receipt of the SCC's opinion, the employer takes a final and reasoned decision and adopts the job description. He informs the employee about this in writing. This ends the internal procedure.
7. A possibly remaining objection to the job description concerns the employment contract (see Article 2.1). Such a dispute can be submitted to the competent court.
8. If within 30 days after the preliminary decision the employee has not lodged an objection, the decision becomes final as per the date of the preliminary decision.

Article 2.4 Rewriting procedure
1. The employer can on his own initiative or at the employer's request start a rewriting procedure, if there is a situation as mentioned in Article 2.1, paragraph 2, under a to c.
2. The rewriting procedure cannot start earlier than one year after the date on which the job description in question was last established (except in the case of a new job as referred to in Article 2.2).
3. When applying the rewriting procedure, there can be revisions in (sub)scores for viewpoints insofar as the job classification remains unchanged.
4. The result of a rewriting is an up-to-date representation of the actually performed duties, described in a way chosen by Sanquin (see Article 1.2).
5. If the employer takes the initiative to a rewriting, he draws up a job description, takes a preliminary decision for establishing the job description and submits this decision in writing to the employee (see Article 2.1).
6. If the employee requests a rewriting, the employer takes within 3 months a preliminary decision in respect of starting a rewriting procedure and submits this in writing to the employee.
7. If the employer consents to the request, he starts within 30 days after the preliminary decision the procedure 'Writing a job description' (see Article 2.1).
8. The employee can lodge an objection with the employer to the rejection of the request for a rewriting submitted by the employee. Objection can be made to the content of the job description or because the job description does not meet the quality requirements. The notice of objection should be submitted to the employer in writing stating the grounds on which it is based, within 30 days after receipt of the rejection.
9. If the employer rejects the employee's objection, the employer should within 14 days after receipt submit a request for an opinion to the SCC.
10. The SCC issues its opinion within 45 days, with the possibility of a once-only extension by 30 days.
11. Within 30 days after receipt of the SCC's opinion, the employer takes a final and reasoned decision and informs the employee about this in writing.
12. A possibly remaining objection to the job description concerns the employment contract (see Article 2.1). Such a dispute can be submitted to the competent court.
13. In the event that the employee is of the opinion that due to the rewriting the job content and/or job requirements are no longer in line with the duties or the level as laid down in the latest (re)classification, the employee can submit a request for starting the reclassification procedure (see Article 2.6).

14. If the employer takes the initiative to also write new job descriptions for jobs that have a clear relation to a job that is being rewritten, he asks the opinion of the (central) works council about this in advance.

Article 2.5 Rating and classification of jobs

1. After the procedure in Article 2.1 has been fully completed and the job description has been definitively established, the employer determines the FWG rating and classification of the job with the aid of the FWG® job evaluation system.
2. As regards the procedure to be followed, a distinction is made in this respect between classification of new jobs and reclassification of already classified jobs.

Article 2.6. Reclassification procedure

1. The employer can on his own initiative or at the employee's request start a reclassification procedure if a situation as mentioned in Article 2.1, paragraphs d or e, exists.
2. The employer takes a preliminary decision about starting a reclassification procedure and submits this decision in writing to the employee.
3. The employee can lodge an objection to the rejection of a request submitted by the employee. The notice of objection should be submitted to the employer in writing stating the grounds on which it is based, within 30 days after receipt of the preliminary decision.
4. If the employer rejects the employee's objection, he should within 14 days after receipt submit a request for an opinion to the SCC.
5. The SCC issues its opinion within 45 days, with the possibility of a once-only extension by 30 days.
6. Within 30 days after receipt of the SCC's opinion, the employer takes a final decision in respect of starting a reclassification procedure and informs the employee about this in writing.

Article 2.7 Rating and classification of the job in case of reclassification

1. When the employer, on his own initiative or at the employee's request, decides to start a reclassification procedure, the procedure 'Establishing a job description' (Article 2.1) is first completed.
2. Subsequently, the employer determines the rating and classification of the job with the aid of the FWG®-system and within 30 days after the definitive decision in respect of the job description he takes a preliminary decision to reclassification and submits this decision in writing to the employee.
3. If the employee does not agree with the preliminary decision to reclassification, he can lodge an objection. The notice of objection should be submitted to the employer in writing stating the grounds on which it is based, within 30 days after receipt of the preliminary decision to reclassification.
4. If the employer does not accept the employee's objection, he should within 14 days submit a request for an opinion to the SCC.
5. The SCC issues its opinion within 45 days, with the possibility of a once-only extension by 30 days.
6. Within 30 days after receipt of the SCC's opinion, the employer takes a final and reasoned decision about the rating and classification of the job and informs the employee about this in writing.
7. If the employee does not agree with the employer's final decision, he can within 60 days after the day on which this decision has been made known in writing to the employee submit a written notice of objection to the LCFH stating the grounds on which it is based. The employer notifies the employee in writing of this possibility.
8. The outcome of the reclassification procedure has retroactive effect to the moment at which agreement exists between the employer and employee about the job description.

Article 2.8 Deviating time limits

In consultation with the (central) works council the time limits prescribed in Article 2.3, paragraph 5; Article 2.4, paragraph 10; Article 2.6, paragraph 5; Article 2.7, paragraph 5; Article 3.4, paragraph 2, can be deviated from in a positive sense.

3. Regulations of the Sanquin FWG® Complaints Committee (SCC)

The regulations of the Sanquin Complaints Committee are kept up-to-date by the SCC and can be read on Sanquin's Intranet site.

4. Regulations of the National FWG® Reclassification Committee (LCFH)

Article 4.1 Task

1. The task of the National FWG® Reclassification Committee, hereinafter to be referred to as LCFH, is to give an opinion, further to a notice of objection as referred to in Article 2.7, paragraph 7, on the classification of the

job insofar as a dispute exists in respect of the question if the FWG®-system has been applied correctly. The LCFH is authorised to establish if the quality requirements for a job description have been met. The content of the job description is considered as established by the LCFH and is not tested as such.
2. The LCFH can only declare the objection to be admissible if the classification and objection procedures have been fully completed and finalised within the institution and if the notice of objection has been submitted within the time limit mentioned in Article 2.7, paragraph 7.
3. In principle within 60 days after the committee has started handling the objection, the LCFH issues a compelling opinion of which the employer can deviate supported by reasons.
4. The composition, working procedure and financing of the LCFH have been laid down by the parties to the Collective Labour Agreement in regulations. These regulations are sent to the parties when a notice of objection is submitted.
5. In conformity with the arrangements in the Sanquin Collective Labour Agreement 2006-2008, Sanquin will participate in the LCFH if an employee of Sanquin appeals to the LCFH.

Article 4.2 Formal conditions for handling the notice of objection
1. The LCFH starts to handle a notice of objection if it has been provided with the name and address of the person submitting the objection and a signature, and after the administrative contribution (Article 4.3) has been received.
2. A notice of objection should be substantiated with the following documents:
• the established job description;
• the employer's preliminary classification decision (rating + classification);
• the internal notice of objection;
• the opinion of the IOC;
• all other documents in respect of the IOC procedure;
• the employer's final classification decision.
3. If the necessary documents are not available or not available in full, the employee is given the opportunity to rectify this omission within 30 days after having been asked to do so by the LCFH.
4. Insofar as the employee does not have the documents at his disposal, they will be asked for from the employer. If the employer refuses to provide the necessary documents or otherwise remains in default, the LCFH takes a decision about the further handling of the notice of objection.
5. The notice of objection will not be handled if:
• the dispute includes more than the question if the FWG-system has been applied correctly;
• the objection is inadmissible;
• the objection is manifestly unfounded.

Article 4.3 Handling costs of notice of objection
1. When submitting the notice of objection the employee will pay an administrative contribution of € 150.
2. The costs of the handling of the notice of objection are established in greater detail by the parties to the Collective Labour Agreement. The LCFH can be asked in advance about the costs.
3. In the event that the LCFH decides to hear the parties, or ask for advice from third parties, such as witnesses or experts, the costs may be higher. The parties are contacted about this in advance.
4. After the notice of objection has been handled, the costs will be charged to the party against whom the matter has been decided. If the employee has been decided against, the costs will amount to one third of the total handling costs. If the case has been decided in the employee's favour, the administrative contribution is refunded to the employee and charged to the employer.
5. If the notice of objection is not being handled, or the requested documents or information do not become available within the period mentioned, the administrative contribution will not be refunded to the employee.
6. If the notice of objection is not being handled due to the employer remaining in default, the administrative contribution is actually refunded to the employee.

Annex E Regulations of the Collective Labour Agreement Interpretation Committee

Article 1 Task
The task of the Interpretation Committee is to interpret articles of the Collective Labour Agreement against the background of the negotiations conducted and the clear intention of the parties in those negotiations.

Article 2 Composition
1. The Interpretation Committee consists of four members and an equal number of deputy members.
2. One half of the members and the deputy members of the Interpretation Committee is appointed by the first party and the other half by the second party.

Article 3 Powers
1. The Interpretation Committee takes note of all issues that are submitted to it in writing for further explanation of the Collective Labour Agreement by either party and gives a decision about them.
2. The committee meeting is entitled to give a decision, provided that a simple majority of the members is present.
3. If it appears that the Interpretation Committee is unable to reach a decision, it refers the issue to the parties to this Collective Labour Agreement and asks for an arrangement from them.

Article 4 Working procedure
1. The parties mentioned in Article 2 of these regulations both appoint a chairperson from their midst. The meeting is chaired by the chairperson of the other party than the one that has submitted the question.
2. In the absence of the chairperson appointed by one party the chairperson appointed by the other party acts as his deputy.
3. The chairperson is appointed for the duration of the Collective Labour Agreement.
4. The secretariat of the committee is provided by a single person designated by Sanquin.

Article 5 Meeting frequency
The Interpretation Committee meets as often as both chairpersons or four members demand this and meetings should be held within a fortnight thereafter.

Article 6 Time limits
1. The convening notices with the agenda for the meetings are sent at least seven days in advance to the members, Sundays and public holidays not included.
2. In urgent cases, this at the discretion of the two chairpersons, the time limit mentioned in paragraph 1 can be shortened.

Article 7 Decision of the Interpretation Committee
1. The Interpretation Committee gives its decision as soon as possible after having taken note of the issue submitted to it, but no later than within three months, unless Article 7, paragraph 2, applies.
2. The Interpretation Committee has the right to summon or hear experts.
3. The decisions of the Interpretation Committee can be published, subject to the confidentiality in respect of persons and the employer.
4. Decisions of the Interpretation Committee are taken into account when adopting the next Collective Labour Agreement.

Explanation
As regards the legal force of the decisions of the Interpretation Committee the parties to the Collective Labour Agreement are of the opinion that, in the same way as a member of one of those parties is obliged to comply with the Collective Labour Agreement, the obligation exists to comply with the decisions of this committee set up by those same parties. After all, it concerns the interpretation which those parties give to provisions of the Collective Labour Agreement.

Annex F Protocol of recommendations to improve the working conditions and to combat absenteeism, unfitness for work and workload

The parties to the Collective Labour Agreement establish that:
- good working conditions contribute to the reduction of health damage, absenteeism and unfitness for work, as well as to an improvement of the motivation and productivity of employees;
- the legislation in respect of working conditions obliges employers in general to take care of the safety, health and welfare of employees;
- the employee has a responsibility of his own in respect of his own health;
- pursuant to the Occupational Safety & Health Act obligations have been imposed on employer, employee and expert bodies;
- the attention for working conditions in general needs to be further enhanced;
- the absenteeism and the outflow to the Work and Income (Capacity for Work) Act can be reduced;
- reduction of manageable absenteeism strengthens the continuity of the service provision and can contribute to image improvement;
- the systematic improvement of the working conditions should be worked on permanently and consistently;
- good cooperation and structural consultations between employer and (central) works council are important for reducing absenteeism, unfitness for work and workload;
- the policy aimed at absenteeism, unfitness for work and workload affects the total corporate policy.

General
The Occupational Health & Safety Act imposes obligations on employers and employees. There further are rules for cooperation and consultation between employers and employees and expert bodies. The parties to the Collective Labour Agreement formulate in this annex basic principles and make recommendations to promote the cooperation between employer, (central) works council and experts.

Basic principles and recommendations
1. The Hazard Identification and Risk Assessment (HIRA) is an important aspect of the working conditions policy. A systematically performed HIRA is necessary, as well as an associated action plan.
2. The handling of workload, aggression, physical strain and violence gets special attention in the HIRA.
3. It is important that the employer first establishes his own working conditions policy and formulates objectives based on it. Within the organisation a health and safety officer is appointed, in line with the amended Occupational Health & Safety Act. Subsequently, it can be considered which expertise – internal and external – is additionally called in. This provides possibilities to let the working conditions policy fit in better with the organisational policy.
4. Within the framework of the working conditions policy it is desirable to have at one's disposal:
- an instrument for monitoring absenteeism;
- an occupational health surgery;
- periodic occupational health examination;
- work place survey tool;
- instruments for measuring workload;
- methods for workload control;
- sickness and recovery reporting procedure;
- a rehabilitation policy;
- a working conditions annual plan;
- an occupational health and safety coordinator.
5. Part of the policy on absenteeism is to establish quantitatively the extent of the absence from work at the various levels of the organisation. When these standards are exceeded, this must in the parties' view result in extra policy.
6. The employer and (central) works council agree which measures are taken if the absence from work is higher than the goals set in consultations between employer and (central) works council.
7. The employer will provide for adequate assistance to employees who have had a traumatic experience connected with performing their duties. To this end the employer will draft regulations in consultation with the central works council.

Annex G Conditions for coupling assessment to growth in salary

In this annex the conditions are described which the cycle of annual interviews and assessment must comply with before a coupling between assessment and growth in salary can be implemented

1. WHAT IS THE GOAL OF THE ASSESSMENT SYSTEM?
Making an assessment is a means, not a goal in itself. It must be clear in advance with which goal the assessment must take place and which matters will be assessed. There can be several goals. When coupling the assessment to advancement in the scale only the assessment of performance may be taken into account

2. WHO ARE ASSESSED?
Only the assessment of individual employees may be the determining factor for advancement on the scale.

3. WHAT IS THE BASIS ON WHICH THE ASSESSMENT IS CARRIED OUT? WHAT IS ASSESSED?
An employee may only be assessed on matters on which he himself has sufficient influence. The employee cannot and may not be assessed on matters that depend (too much) on the action of others, or on external circumstances. It is of great importance that the relation between goal (= point 1) and basis (= point 3) is clear and comprehensible to the employee. The employee must be able to understand properly why assessment on the chosen basis is necessary to achieve the goal stated. For coupling to growth in salary the delivered output may only be the basis for the assessment, hence quantitative and/or qualitative results

4. WHICH ASSESSMENT CRITERIA ARE USED?
The basis as described under 3 is worked out in a limited number of clear assessment criteria. The result must be that each assessment criterion:
 is recognisable for the employee;
 is acceptable to the employee;
 is unambiguous;
 is specific;
 can be properly measured;
 can be sufficiently influenced by the employee. The realisation of a criterion may not depend (too much) on others or on external circumstances.
Assessment criteria that have no relation with the work are *not acceptable* for a coupling to growth in salary. This concerns matters such as absence due to sickness, loyalty, being prepared to work overtime, image, self-confidence and interpersonal aspects.

5. WHICH NORMS ARE USED
For each assessment criterion it is determined what the norm is = which result is normal or good. That must be determined in consultation with the employee.
A norm must be SMART:
 Specific (= defined)
 Measurable
 Acceptable
 Realistic
 Time limited, mostly 1 year
Norms must not be gradually driven up = the drive-up effect = increase the norm each time when the employees have about reached it. It is acceptable though if the norm can be increased because of clearly identifiable improved technology or work methods.
A norm may never be set afterwards for an assessment criterion; always in advance.

6. HOW IS THE NORM MEASURED?
Logical consequence of point 5 (= norm must be measurable) is that it must have been unambiguously established according to which method the measurement is made.
Condition for measuring is that the measurement must be as objectively as possible, so without ‘colouring’ by the assessor. Colouring can never be completely excluded, but the basic principle must be that it is banned as much as possible.

7. WHO CARRIES OUT THE ASSESSMENT?
It must be known in advance who carries out the assessment. Often that is the direct/hierarchic superior. The trade unions set the following requirements for an assessor:
- Sufficient insight into the work of the employee.
- Sufficiently objective and neutral opinion.
- Sufficiently trained in making assessments.

8. HOE DOES THE (FINAL) ASSESSMENT COME ABOUT?
Not only the form of the assessment, in order to determine if an employee meets the norm of an assessment criterion, must be unambiguous, but also how from the assessments of the various elements the eventual final assessment on which the growth in salary is based is arrived at.

9. CONDITIONS IN RESPECT OF THE PROCESS / PROCEDURES
Customary provisions concerning process and procedures should be complied with. Such as the condition that first one or several conversations must be held, before an assessment takes place; that prior to the assessment a conversation must always take place; that there must be sufficient time between progress interview(s) and assessment; there must be an up-to-date job description; there must be a proper objection procedure; etc.

10. THE EVENTUAL COUPLING TO ADVANCEMENT ON THE SCALE
Coupling may only take place if the assessment system is good and works well in practice. See about this the points above.
There must be no ‘budget pressure’ from above concerning the assessments. This refers to a fixed number of assessments per assessment category in order to stay within the budget that the management has estimated for the total salary increase in that year. If it appears that assessments are not in line with the budget, consultations must follow with the trade unions about a once-only adjustment of the percentage of the salary increases.

Annex H Contact data of the parties to the Collective Labour Agreement consultations

FNV
Website https://www.fnv.nl

CNV Connectief Zorg & Welzijn
Website https://www.cnv.nl

Sanquin Blood Supply
Website https://www.sanquin.nl

Annex I Abbreviations and concepts used, disclaimer

Occupational Health & Safety Act	=	Arbeidsomstandighedenwet
Working hours Decree	=	Atb, Arbeidstijdenbesluit
Working hours Act	=	Atw, Arbeidstijdenwet
BIG Act	=	Wet op de Beroepen in de Individuele Gezondheidszorg
Civil Code	=	Burgerlijk Wetboek
CLA	=	Collective Labour Agreement
FWG	=	Health Care Job Evaluation
IZZ	=	IZZ Health Insurance Scheme
LCFH	=	FWG National Reclassification Committee
MSB	=	My sanQeuze Budget
PfZW	=	Pension Fund for the Care and Welfare Sector
PLB	=	Personal Life-stage Budget
SCC	=	Sanquin Complaints Committee FWG
Employee Insurance Administration	=	UWV, Uitvoeringsinstituut WerknemersVerzekeringen
Occupational Disability Insurance Act	=	WAO, Wet op de arbeidsongeschiktheidsverzekering
Return to Work (partially disabled) Regulations	=	WGA, Werkhervatting Gedeeltelijk Arbeidsongeschikten
Working Time and Recovery in case of Special Working Hours	=	WHAW, Werktijd en Herstel bij Afwijkende Werktijden
Work and Income (Capacity for Work) Act	=	WIA, Wet Werk en Inkomen naar Arbeidsvermogen
Works Councils Act	=	WOR, Wet op de Ondernemingsraden
Unemployment Benefit	=	WW, Werkloosheidswet(uitkering)
Sickness Benefits Act	=	ZW, Ziektewet

Disclaimer

In the event of discrepancies or differences in interpretation between the Dutch and the English version of the CLA, the Dutch version shall prevail