

## Preamble

The undersigned,

I. Sanquin Blood Supply Foundation, with registered office in Amsterdam, further to be referred as: Sanquin and

II. the following organisations of employees:

1. FNV
2. CNV Zorg & Welzijn, part of CNV Connectief

Hereinafter to be referred to as parties to the Collective Labour Agreement, have entered into a collective labour agreement (Sanquin Collective Labour Agreement 2017-2019).

## Duration

The Collective Labour Agreement has a duration from 2 January 2017 to 1 April 2019.

## Salary increase

- per 1 July 2017 the salary scales and the salaries will be increased by 1.75%
- per 1 July 2018 the salary scales and the salaries will be increased by 2.00%

## One-off payment

- € 200 on the basis of full-time employment to be paid gross over 2017 to employees employed on 1 May 2018. The payment will take place in May 2018.
- € 200 on the basis of full-time employment to be paid gross in September 2018.
- € 125 on the basis of full-time employment to be paid gross in February 2019.
- € 175 on the basis of full-time employment, to be made depending on profit in March 2019: if realised EBITDA  $\geq$  budget, payment will be 100%. If below budget, there will be no payment.

From 2018 the holiday allowance will be structurally increased to 8.33%.

## Salary system

With effect from 1 January 2019 the salary model with increments will be replaced by a salary model in which the salary increase depends on the position on the salary scale. This method intends:

- to realise a clearer growth and logic in the advancement on the scales. In the current salary table there are some fluctuations in the advancement on the scale that are hard to explain;
- to realise a stronger growth in salary at the bottom of the scale;
- to create the possibility to couple at a later moment the assessment to growth in salary. The introduction of a new cycle of performance reviews and appraisal interviews in 2018 and 2019 is being worked out. The Central Works Council has the right of consent to the appraisal system.

From 2019 the salary scales only have a fixed minimum amount and maximum amount. Depending on the Relative Salary Position (RSP) the salary increases in conformity with the percentages stated at category 3 in the table below, until the maximum amount of the scale has been reached.

Score/RSP	$\leq 80\%$	81 to 90%	91 to 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%

### **Coupling of assessment and advancement on the scale**

When the new cycle of performance reviews and appraisal interviews has been implemented with the consent of the central works council *and* it has been established in consultation with the central works council that it works properly, the growth in salary will be coupled to the assessment in conformity with the percentages in the table. In case of above-average performance this will enable employees to faster reach the maximum of the scale than is the case now.

A coupling between assessment and growth in salary becomes effective when the assessment system meets the conditions as mentioned in the annex.

The employees' organisations that are party to the Collective Labour Agreement will be given the opportunity to examine if the system indeed meets these conditions.

At the end of 2019 an evaluation will take place.

So long as the assessment system has not yet been introduced, does not work properly and does not meet the conditions, the percentages at assessment category "3" will be used for all employees.

### **My SanQueuze**

In the Collective Labour Agreement 2014-2017 the individual development plan (IDP) and individual development budget (IDB) were introduced. Their goal is to stimulate the employee to take control over his sustainable employability for his own or a future job. The arrangement will also be maintained in this Collective Labour Agreement period. Investment in sustainable employability is not only investment in training and development, but also means offering employees the possibility to make choices depending on the stage in their life.

From 1 January 2019 employees of Sanquin will also get a freely disposable budget in addition to salary and the IDB: the My SanQueuze Budget (MSB). This will give employees more freedom of choice and control over their money. What does fit in with the stage in your life and with your personal wishes?

A new section will be added to the Collective Labour Agreement with the following content (subject to a tax review).

### **My SanQueuze Budget**

1. With flexible employment conditions you can choose how to put together your package of employment conditions. So, you can partly adjust your employment conditions to your personal circumstances and wishes. You do this with the My SanQueuze Budget.
2. From 1 January 2019 you receive the My SanQueuze Budget. The budget is a combination of money *and* leave hours. My SanQueuze Budget includes:
  - holiday allowance;
  - the end-of-year bonus;
  - the Personal Life-stage Budget (PLB). The annual accrual of the PLB is assigned in hours to your budget. The PLB transitional regime from the Sanquin Collective Labour Agreement 2009-2011 will continue to apply in full;
  - any holiday hours in excess of the statutory entitlement. As of 1 January 2019 any holiday hours still to be accrued in excess of the statutory entitlement are transferred to the PLB and added in hours to your budget.
3. The PLB credit that you have built up in the period before 1 January 2019 is not part of the My SanQueuze Budget. This credit is kept and will not expire.
4. The holiday hours in excess of the statutory entitlement that have been accrued in the period before 1 January 2019 are not added to the budget. The lapse period applying to these hours does not change.

5. The My SanQueuze Budget is built up monthly. The money value of the budget is calculated on your actually earned salary of the month in question. The budget in hours is calculated in proportion to your employment.
6. You can use the My SanQueuze Budget for a spending purpose to at most the budget you have built up. Sanquin will see to it that you have insight into the amount, accrual and mutations of the budget and the effect of your choices on for instance your net salary and pension accrual.
7. The budget can be used each month to buy extra leave or to have an amount paid for purposes to be determined at your discretion. You can find the (legal and tax) conditions attached to the spending of the budget in the My SanQueuze regulations.
8. You yourself decide about the use of the My SanQueuze Budget, permission for choices is not needed. When buying leave you consult with your superior about when to take the extra leave in order to avoid problems of an organisational nature or as regards work schedule or situations in which safety is at stake.
9. It is possible to save PLB credit for a well-founded purpose. You lay down your plans for using your PLB credit in a spending plan. You consult with your superior about this plan. The spending plan includes at least the number of hours to be saved in the period chosen. You can at all times adjust the plan.
10. If you do not make a choice for spending the budget or use only part of the budget, Sanquin reserves the – remaining – budget for you. This means that the accrued budget is transferred to the next month.
11. Do you still have budget left in December in money or in hours for which you have not made a choice? In that case your remaining budget in December is paid out subject to the statutory compulsory deductions.

#### *Holiday allowance 2018*

1. The holiday allowance that you build up in the period from June 2018 up to and including December 2018 is paid with the salary payment of May 2019. This amount is not part of the My SanQueuze Budget.
2. If your employment contract ends before 1 May 2019, we pay the accrued holiday allowance over 2018 with the final salary payment.

#### **Annual hours system**

In order to create more room for employees to make their own choices and in this way to have (more) control when determining individual working hours schemes, the parties will investigate during the term of the Collective Labour Agreement what is needed to give shape and content to an annual hours system. The outcome of the investigation will be input for the consultations about the next Collective Labour Agreement.

#### **Generation policy**

Sanquin invests in the professional development and (labour market) fitness of employees by deploying tailor-made HR arrangements for organising the work differently as and when necessary. As part of this Sanquin introduces the generation policy. With it Sanquin offers on a voluntary basis a possibility to both the employee and the employer to adjust the working hours to the wishes and needs of both employees and organisation.

The generation policy intends to provide a contribution to sustainable employability of older employees by giving them the possibility on a voluntary basis to work less and by doing so to reach the state pension age in a healthy way. When filling the vacancies that arise because of this, Sanquin aims at a balanced age structure in the age pyramid in the organisation and at chances for internal advancement.

The generation policy is open to employees who are 60 years or older before 1 January 2018. During the term of the Collective Labour Agreement 1 million euro is available for this scheme. From the moment that the definitive text of the Collective Labour Agreement has been published, employees from this target group can during two months make known their interest to participate in the scheme. Requests after this date are only granted insofar as there is budget left.

In case of more interest than available budget, the parties to the Collective Labour Agreement intend to first reduce the applications for a large exemption percentage to a smaller percentage. When there is agreement between employer and trade unions, the employees in question are asked to convert their (adjusted) interest into a definitive arrangement with the employer. In July 2018 it is decided if employees who are 60 years old in 2018 can also participate in the scheme.

Annually in July the parties to the Collective Labour Agreement evaluate the scheme and decide if employees who are 60 years old in the next calendar year can also participate in the scheme.

The employee has the choice to be exempted from work for 10, 20 or (at most) 30% of his contractual working hours, whereby the number of working hours must remain on average at least 18 hours per week. Leave hours have not been included in this number of working hours.

The employer continues to pay the salary for half of the exempted hours; for the other half of the exempted hours the employee does not receive any salary.

All employment conditions 'in time' from the Collective Labour Agreement are scaled back to the new chosen number of working hours. Employment conditions 'in money' from the Collective Labour Agreement are adjusted to the new salary payment.

The employee has the choice to adjust his pension accrual to the new (= lower) salary payment, or to maintain his pension accrual at 100% of his former contractual working time (= continue the existing premium payment).

The division of the premium payment for the pension scheme between employer and employee continues to be deducted without changes according to the Collective Labour Agreement.

Condition for participation in the generation policy is that the employee must first have used all his PLB hours and total time savings scheme balance in accordance with the arrangements to be made with the employer in a 'PLB plan'. During participation in the generation policy the employee annually builds up 57 new PLB hours in conformity with the Collective Labour Agreement (on the basis of full-time employment); or in case of part-time employment in proportion to the new number of working hours.

The PLB transitional regime and, if applicable, the holiday hours in excess of the statutory entitlement are cancelled for this employee.

Employees who take part in the scheme can continue their participation until the state pension age. Once the employee has made a choice, it will apply for the entire period until the state pension age.

Summary with examples. The percentages are percentages of the original employment. So, for instance 10% exemption at an employment of 32 hours = 3.2 hours:

Exemption from work	Sacrifice of salary	Continued payment of salary	Adjustment of employment conditions in time at:	Adjustment of employment conditions in money at:	Pension accrual at the employee's option:
10%	5%	5%	90%	95%	95 or 100%
20%	10%	10%	80%	90%	90 or 100%
30%	15%	15%	70%	85%	85 or 100%

### **Compensation/payment in connection with uncertainty about irregular hours allowance on holidays in the past**

Further to a European ruling uncertainty and difference of opinion have arisen about the possible entitlement with retroactive effect to irregular hours allowance on holiday hours. To avoid disputes and court cases the parties have agreed to make a one-off payment to the employees who in the period from 1 January 2012 to 1 January 2015 worked irregular shifts. It does not concern an irregular hours allowance or compensation of possibly wrongly unpaid irregular hours allowance on holiday hours, during this period, but a financial concession in the form of a one-off payment in order to avoid (unnecessary) court cases. The financial compensation is fixed as much as possible in line with the amount in irregular hours allowance earned in the calendar years 2012 to 2014.

With the payment of the salary in the month of July 2018 the employee receives a one-off payment amounting to 8.3% of the amount in irregular hours allowance earned in the calendar years 2012 to 2014.

According to the parties to the Collective Labour Agreement this one-off payment cannot be considered as an irregular hours allowance within the meaning of the pension scheme of Pensioenfonds Zorg en Welzijn (PfZW) and is therefore not pensionable. The parties to the Collective Labour Agreement make this arrangement subject to the consent of the PfZW board.

The employees' organisations in the collective agreement negotiations have indicated to consider this concession as comprehensive and realistic. The parties to the Collective Labour Agreement are therefore of the opinion that this arrangement retroactively settles the discussion on the right to irregular hours allowance and ends the need to conduct legal proceedings, and they will promote this actively and positively in their communications to their members. This puts an end to all possible legal claims in respect of possibly wrongly unpaid irregular hours allowance on holiday hours. If they nevertheless were to arise, the employer is entitled to claim back the one-off payment(s) as unduly paid and to deduct them from the salary. The employee who does not wish to make use of the settlement agreed between the parties to the Collective Labour Agreement and therefore wishes to refrain from receiving the one-off payments should make this known to the employer before 1 July 2018. By accepting the one-off payment the employee refrains from conducting legal proceedings about this unclear situation.

This arrangement does not apply to the employee who already has received compensation in respect of irregular hours allowance on holiday hours for the period before 2015.

### **Informal care**

In the performance reviews attention is paid to possible informal care activities of the employee. The basic premise is that the employee and the superior search for a solution which enables the employee to carry out the informal care activities and that replacement at the department is provided for.

### **Persons entitled to state pension**

In respect of the employee who enters the employment after reaching the state pension age, the 'Working Beyond State Pension Age Act' is followed. The Collective Labour Agreement does not apply to the new employment contract. Only in special circumstances an employment contract will be concluded with an employee who has reached the state pension age.

### **Accrual system**

The parties agree to apply the accrual method to both the end-of-year bonus and the holiday allowance. In this way the allowances are calculated on the basis of the actually earned salary.

The holiday allowance is increased to 8.33% and calculated on the basis of the accrual system in the preceding twelve months. For 2018 this means the period from 1 June 2017 up to and including 31 May 2018.

The 2018 end-of-year bonus is calculated on the basis of the accrual system in the preceding twelve months. For 2018 this means the period from 1 January 2018 up to and including 31 December 2018. Article 7.2.1, paragraph 1, and Article 7.3.1, paragraphs 1 and 6, will be adjusted to this.

### **Activation scheme**

At the introduction of the activation scheme uncertainty has arisen about the cut an employee can be faced with in his unemployment benefit and its effect on the supplement paid by the employer. For that reason Article 13.7 has been drafted anew. In addition, it has been clarified that during the term of the supplement the employee who chooses for a voluntary pension continuation is entitled to an employer's contribution of 50% of the premium.

### New Article 13.7

Paragraph 1 - Income from work (employment contract) or business, as well as benefits on account of the Sickness Benefits Act, Occupational Disability Insurance Act, Work and Income (Capacity for Work) Act, Work and Employment Support (Young Disabled Persons) Act and Invalidity Insurance (Self-Employed Persons) Act are deducted from the unemployment benefit. If this income is higher than the unemployment benefit, the remaining part is deducted from the amount which the employee monthly receives as supplement to the unemployment benefit under Article 13.5, paragraph 1.

Paragraph 2 - If the unemployment benefit is cut because of a sanction/penalty, the cut is also applied to the supplement.

Paragraph 2 and paragraph 3 are renumbered.

### New Article 13.11

The employee who chooses to continue his participation in the Pensioenfonds Zorg en Welzijn during the period that the supplement to the unemployment benefit is paid receives a contribution from the employer amounting to 50% of the premium payable.

### **Amendment to Article 3.2.6 Registration costs in the register under the Individual Health Care Professions Act (BIG register) and in the quality register**

In the Collective Labour Agreement the registration costs for a quality register are reimbursed under certain conditions. The scope of the article will be extended. The title of the article will be: Registration costs in the register under the Individual Health Care Professions Act (BIG register) and in the quality register, membership of professional associations

New paragraph 4: Costs of the membership of a professional association are reimbursed by the employer if and insofar as it concerns a profession practised at Sanquin.

### **Amendment to Annex D Job Evaluation Protocol**

Article 2.3, paragraph 5, Article 2.4, paragraph 10, Article 2.6, paragraph 5, and Article 2.7, paragraph 5: The period for issuing advice by the Sanquin Complaints Committee (SCC) becomes 45 days with the possibility of a once-only extension by 30 days.

### **Night shifts**

The parties agree to investigate alternatives during the term of the Collective Labour Agreement to resolve the operational problems resulting from the exemption provisions in respect of night shifts. The outcome of the investigation will be input for the consultations about the next Collective Labour Agreement.

#### **Article 7.1.11 Years-of-service bonus:**

The method of calculating the jubilee bonus will be simplified. With effect from 1 July 2018 paragraph 2 will be amended as follows:

If the contractual working hours have changed in the five year period before the service anniversary, the salary is increased or decreased pro rata over these five years.

#### **Meal allowance (as of 1 July 2018)**

A new article is added to Chapter 11:

##### Article 11.5 Meal allowance (with effect from 1 July 2018)

The employer provides a meal to the employee or, if this is not possible, a reimbursement on the basis of documentary evidence of at most € 7.30 for a cold meal and € 10.25 for a hot meal (amounts of 2018):

- if the employee is on on-site standby duty;
- if on the employer's instructions the employee works overtime after his regular shift and this overtime after its start turns out to be at least 2 hours whereby the employee has no opportunity to eat his meal in the usual place and time.

#### **Chapter 11 Reimbursement of expenses**

To simplify the arrangement the text of the chapter will change as follows:

##### Article 11.1 Commuting costs

Paragraph 1: "to his work" to be changed into "to his place of work". Paragraph 2: place of work: To be changed into: "The location where the employee works most hours is considered his place of work. If that cannot be determined, the employer designates the location to be considered as the employee's place of work. Each employee has one place of work. The place of work is confirmed in writing to the employee."

##### Article 11.2.1 Definition (Travel and subsistence expenses for official travel)

Paragraph 2 change into: "Official travel is understood to mean occasional travel on the employer's instructions, within the framework of his work, from/to and staying at another location than the designated place of work."

Paragraph 3 change into: "the actually covered official travel kilometres are reimbursed, irrespective of whether the travel is made wholly or partly via a route for which also commuting costs are reimbursed."

Paragraph 4 ceases to apply.

##### Article 11.2.2 Reimbursement scheme for official travel

New paragraph 5: "If the employee is of the opinion that the number of kilometres has been incorrectly determined, he can report supported with documentation the number of kilometres that in his opinion is correct. If this report gives reason for this, the employer will correct the reimbursement."

#### **During the term of this Collective Labour Agreement: making the Collective Labour Agreement step by step easier to understand**

The parties to the Sanquin Collective Labour Agreement attach great importance to accessibility and comprehensibility of the collective agreement texts, certainly where employees have ever more possibilities to make their own choices and are themselves responsible for them.

Therefore the employer takes the initiative to rewrite the Collective Labour Agreement. A challenge in this respect is to combine legal soundness and low-threshold accessibility. The employer submits his proposals, after being tested for readability by an internal panel of readers, for approval and adoption to the employees' associations that are party to the Collective Labour Agreement. The thus

modernised and approved texts will be included in the next Collective Labour Agreement.

**Works Council**

In connection with the changed participation structure, "Works Council" will where relevant be replaced by "Central Works Council" or "Central Works Council" will be added to the text.



## 1.1 Definitions

### Article 1.1.1 Definitions

A collective labour agreement is understood to mean an agreement between one or several (associations of) employers and one or several associations of employees, whereby these associations oblige their members to comply with certain conditions when entering into employment contracts.

**In this Collective Labour Agreement the following terms have the meaning as stated below:**

**a. The employer**

Sanquin Blood Supply Foundation in Amsterdam consisting of:

Executive Board,  
Corporate Staff and Group Services,  
Sanquin Plasma Products BV,  
Sanquin Holding BV,  
Sanquin Diagnostic Services BV,  
Sanquin Reagents BV ,  
Sanquinnovate BV,  
and the divisions:  
Blood Bank,  
Research and Lab Services,  
as well as the business unit Tissues & Cells.

In this Collective Labour Agreement to be referred to as: Sanquin

If Sanquin intends to form a legal entity with the object of exclusively or almost exclusively providing services to Sanquin, the parties will enter into consultations about the application or otherwise of this Collective Labour Agreement.

**b. The employee**

The person who has entered into an employment contract with the employer mentioned under a, unless the person involved:

1. is 'director', whereby 'director' is understood to mean the person who is charged with the policy preparation, as well as the total 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 decides who is a 'director' at Sanquin according to this definition;
2. occasionally works during the school holidays for a period of at most six consecutive weeks (holiday worker);
3. has been appointed for performing temporary activities on a project basis that do not usually take place at Sanquin (for instance, a building coordinator);
4. has attained the state pension age.

**c. Relation partner**

1. The registered partner or
  2. the person with whom the employee cohabits without being married.
- Unmarried cohabitation is held to mean that two unmarried persons with the exception of first-degree blood relatives run a joint household.

- d. The salary**  
The gross monthly salary applying to the employee, excluding allowances (which include allowances for overtime, irregular hours, standby, on-site standby and on-call duty shifts, bonus, employment bottleneck, special job performance, deputising, holiday allowance, commuting costs, travel and subsistence expenses, BIG-registration costs and removal expenses), insofar as the provisions of the Collective Labour Agreement do not state otherwise.
- e. Hourly rate**  
The hourly rate is understood to mean 1/156 part of the salary based on full-time employment (on average 36 hours per week).
- f. Amounts according to the Collective Labour Agreement**  
The amounts mentioned in the Collective Labour Agreement are gross amounts unless stated otherwise.
- g. FWG®-system**  
The current computer-supported FWG 3.0® system for job evaluation for healthcare institutions.
- h. Trainee**  
A trainee works on the basis of a written trainee agreement. A trainee is not an employee within the meaning of the Collective Labour Agreement and is not deployed as part of the staff establishment.
- i. Public holidays and anniversaries**  
New Year's Day, Easter Sunday and Easter Monday, Ascension Day, Whit Sunday and Whit Monday, Christmas Day and Boxing Day, King's Day and each year Liberation Day, as well as the special public holidays and anniversaries established by Sanquin in consultation with the central works council (such as Sanquin's x-year jubilee).
- j. Free of duty**  
'Free of duty' is understood to mean: free of performing duties with the exception of on-call and standby duties.  
'Free of all duty' is understood to mean: free of performing duties including free of special shifts as referred to in Chapter 10.
- A half day off: a period of 18 hours free of duty.  
A day off: a period of 32 hours free of duty.  
One and 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, falling 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 arrangement of the working hours and rest periods of the employee.

**I. 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 of application**

**Article 1.2.1 Scope of application, exemption and application**

1. This Collective Labour Agreement applies to the employment relation between the employer as referred to in Article 1.1.1, under a, and the employee as referred to in Article 1.1.1, under b.
2. The employer is free to declare provisions of this Collective Labour Agreement wholly or partly applicable to the employee who according to the definition does not fall within the scope of application of this Collective Labour Agreement.

**Article 2.1 Duration, amendment and termination of the Collective Labour Agreement**

1. This Collective Labour Agreement enters into force on 2 January 2017 and runs up to and including 31 March 2019.
2. In the event of compelling circumstances this Collective Labour Agreement 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 not later than one month before the date on which this Collective Labour Agreement ends that it wants to terminate the agreement or wants to make changes in one or several provisions, this Collective Labour Agreement will each time be deemed to have been tacitly extended by one year.

**Article 2.2 Nature of the Collective Labour Agreement**

The arrangements in the Collective Labour Agreement are binding. They can only be departed from if:

1. the text of the Collective Labour Agreement states that it is possible to depart from it; or
2. a proposed departure is to the employee's advantage and the departure is laid down in writing.

**Article 2.3 Further implementing regulations**

If one of the parties to the Collective Labour Agreement is of the opinion that application of the arrangements included in the Collective Labour Agreement or parts thereof will result in effects that have not been intended by the parties to the agreement, the parties can adopt further regulations.

**Article 2.4 Transitional arrangements in connection with Sanquin Collective Labour Agreement 2001**

This Collective Labour Agreement applies to the employees of Sanquin (see "scope of application"). The parties to this Collective Labour Agreement have established that, prior to the harmonisation of employment conditions realised in the Sanquin Collective Labour Agreement 2001, other authorised arrangements than laid down in that Collective Labour Agreement may have applied to (groups of) employees.

This made it necessary to make transitional arrangements for those (groups of) employees.

The parties have reviewed the transitional arrangements in 2011. The following transitional arrangements remain for the time being in force.

**Holiday hours**

For employees who entered the employment before 1 July 2001 and to whom the AVR Holidays applied, it applies from that date 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 at a 36-hour working work), irrespective of the position in the wage integration table.

**Salary scales**

With effect from 1 July 2001 the salary corresponding to the maximum salary of the relevant AVR-scale or the next-higher salary from the wage integration table from this Collective Labour Agreement 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, to be reached by employees in case of normal/good performance. The employee also maintains the prospect of a further increase beyond the standard maximum as referred to in the AVR-CLB, if after reaching the standard maximum applying to him he

meets the criteria for achieving this as they read on 1 July 2001.

For employees to whom the above applies, periodic increases take place per 1 January. For employees employed by the CLB on 1 July 2001, for whom in accordance with arrangements existing in 2001 the increment date was set on 1 July, it applies that this date will be maintained. With effect from 2002 the increment date of 1 January also applies to them.

#### Application of FWG 3.0®

##### *Salary guarantee scheme at the introduction of FWG 3.0®*

The salary guarantee scheme from this Collective Labour Agreement (Salary Implementing Regulation, Article 5) applies within the framework of the FWG 3.0® introduction referred to here, on the understanding that “existing prospects” in the aforementioned article are understood to mean the provisions in Article 10 of these transitional arrangements in respect of 'the maximum to be reached'.

#### *Allowances*

- For employees who on 30 June 2001 receive a labour market allowance, Article 7, paragraph 2, of the Salary Implementing Regulation of this Collective Labour Agreement applies from 1 July 2001. If and insofar as employees receive a higher labour market allowance on 30 June 2001 than provided for in this Collective Labour Agreement, they keep this amount. The allowance is changed, decreased or cancelled with effect from 1 July 2001 in conformity with the provisions of this Collective Labour Agreement. If job evaluation with FWG® 3.0 results in a higher pay classification, the amount of any labour market allowance will again be determined.
- For employees who on 31 December 2001 received an allowance for arduous working conditions in conformity 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 these transitional arrangements are grossly unfair for the individual employee, they will be departed from in the employee's favour, in order to remove this unfairness.

#### **Article 2.5 Temporary workers and workers on secondment**

To the workers who are made available to Sanquin by a temporary employment agency/secondment firm, the agency/secondment firm will assign similar working hours, wages and other allowances as are assigned to employees who work in equal or equivalent jobs in Sanquin's employment.

#### **Article 2.6 Interpretation committee**

For the provisions of this Collective Labour Agreement the parties to this agreement act as interpretation committee. Composition, working procedure and powers of this committee have been laid down in regulations (Annex E).

#### **Article 2.7 Social Statute**

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

### **3.1. The employment contract**

#### **Article 3.1.1 The 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, signed by both parties, of the employment contract or any change thereof.
3. The employee is obliged to return a signed copy of the agreement to the employer, as soon as he agrees to its content.

#### **Article 3.1.2 Duration of the employment contract**

1. The employment contract is usually entered into for an indefinite period of time. This does not apply to the employment contract of the employee who at the commencement of employment has already attained old-age pension age.
2. In case of an employment contract for a definite period of time the reason or the duration should be stated. An employment contract for a definite period of time will, in case of normal/good performance of the employee, in principle be followed by an employment contract for an indefinite period of time if the full-time post in question is part of the permanent staff establishment.
3. Article 7:668a Civil Code applies to a series of employment contracts for a definite period of time.
4. The application of Article 7:668a, paragraph 1, under b, Civil Code is excluded for agency workers. If within six months after termination of the temporary employment contract the agency worker enters into an employment contract for a definite period of time with Sanquin, this employment contract is considered as a second employment contract for a definite period of time. Article 7:668a, paragraph 2, Civil Code continues to apply.
5. Contrary to paragraph 2 an employment contract for a definite period of time that is entered into in connection with performing scientific research can be followed at most five times by an employment contract for a definite period of time. The total duration of the successive employment contracts cannot be longer than four years.
6. For employment contracts that are entered into in connection with performing doctoral research no restrictions apply in respect of duration and number of successive employment contracts.

#### **Article 3.1.3 Disputes**

1. A dispute exists if the employer or employee notifies this in writing and supported by reasons to the other.
2. The employee can apply to the Employee Complaints Committee in respect of situations that are related to the employment relation between employer and employee.
3. The ordinary courts will settle disputes.

#### **Article 3.1.4 Suspension**

1. The employer can suspend the employee for at most one week on full pay, for such serious reasons that continuation of the work by the employee is no longer justified in the employer's opinion.
2. The employer can extend the suspension once for at most one week. The employer cannot pronounce an extension simultaneously with imposing the first suspension.

3. The decision to suspension or the decision to its extension is orally communicated to the employee without delay supported by reasons and confirmed in writing. Within four days after the date of this written confirmation (not counting Saturdays, Sundays and holidays) the employee is offered the opportunity to give account to the employer. In doing so he can be represented by counsel.
4. The suspension can be extended until the end of the employment contract when:
  - the employer and employee have agreed a termination agreement; or
  - the employer has started a dismissal procedure with the Employee Insurance Administration; or
  - the employer has submitted a petition to the court to dissolve the employment contract.
5. During the suspension the employee will continue to receive his salary.
6. The employer is authorised to deny the employee access to Sanquin's buildings and sites for the duration of the suspension insofar as this does not concern the employee's living space.
7. If it appears that the employee was manifestly wrongly suspended by the employer, the employer will upon the employee's request openly rehabilitate the latter and compensate him for the sustained damage.

#### **Article 3.1.5 Administrative leave**

1. The employer can place the employee on administrative leave for at most three weeks, if in the employer's opinion the progress of the work – by whatever cause – is seriously hampered.
2. The employer can extend the administrative leave once for at most three weeks. With the consent of the employee or his representative one more extension of at most three weeks can be agreed upon.
3. The decision to place the employee on administrative leave or the decision to extend the measure is orally communicated without delay supported by reasons by the employer to the employee and confirmed in writing.
4. The administrative leave can be extended until the end of the employment contract when:
  - the employer and employee have agreed a termination agreement; or
  - the employer has started a dismissal procedure with the Employee Insurance Administration; or
  - the employer has submitted a petition to the court to dissolve the employment contract.
 Condition is that, in the employer's opinion, major interests make this necessary.
5. When on administrative leave the employee will keep his salary and all other rights ensuing from the employment contract/Collective Labour Agreement.
6. The employer is authorised to deny the employee access to Sanquin's buildings and sites for the duration of the administrative leave insofar as this does not concern the employee's living space.
7. After expiry of the administrative leave the employee is entitled to resume his work. The employer must promote that the employee can resume his work.
9. The measure of administrative leave cannot be used as a punitive measure.

#### **Article 3.1.6 End of the employment contract**

1. The employment contract ends on the day prior to the day on which the employee reaches the state pension age.
2. The employment contract ends by operation of law:
  - by expiry of the period for which the employment contract has been entered into, unless the employment contract is converted into an employment contract for an indefinite period of time under Article 7:668a Civil Code;
  - by termination of the work for which the employment contract has been entered into, unless the employment contract is converted into an employment contract for an indefinite period of time under Article 7:668a Civil Code;
  - when the employee dies.

3. The employment contract ends by giving notice of termination, with due observance of Article 3.1.7:
  - in case the agreement has been entered into for an indefinite period of time;
  - in case notice of termination has been agreed upon;
  - in case of an urgent reason as referred to in Articles 7:678 and 7:679 Civil Code;
  - during a trial period agreed upon in writing as referred to in Article 7:652 Civil Code.
4. The employment contract ends by dissolution by:
  - the court pursuant to Article 7:671b Civil Code or Article 7:671c Civil Code.

#### **Article 3.1.7 Notice of termination**

1. Notice of termination of the employment contract is given in writing.
2. An employment contract for a definite period of time can only be terminated before the end of the term if that right has been agreed upon in writing for either party.
3. An employment contract may not be terminated, except for termination because of an urgent reason as referred to in Article 7:678 Civil Code, without the employer having a dismissal permit.
4. The party that gives notice of termination of the employment contract also specifies in writing upon request, even during an agreed trial period, the reason of the termination.
5. The dismissal takes effect from the first day of the calendar month.
6. The employer cannot give notice of termination during the time that the employee is unfit for carrying out his work because of illness, unless the unfitness for work has lasted for two years, or the unfitness has arisen after the Employee Insurance Administration has received a request for a dismissal permit.
7. The employer will conduct an exit interview with the employee who wishes to end the employment contract by giving notice of termination.
8. When extending the statutory notice period for the employee to three months, the notice period for the employer may be made equal to the period for the employee. When extending the notice period for the employee to four, five or six months, this period will be doubled for the employer.
9. If the employer gives notice of termination of the employment contract, the statutory notice period will apply if this results in a longer period than the notice period included in the employment contract.
10. The old notice period continues to apply for the employee who was employed by Sanquin on 1 January 1999, was at that moment 45 years or older and for whom at that time 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 in connection with childbirth the employee gives notice of termination of the employment contract not later than ten calendar days after the childbirth, applicable notice periods do not have to be observed. The employment has ended on the first day of the next calendar month.
2. The employee who in connection with childbirth or in connection with the care of his/her child(ren) has terminated the employment contract is up to at most two years after the dismissal entitled to preferential treatment in an application procedure at Sanquin.

#### **Article 3.1.9 Death benefit**

1. Following the death of the employee, the employer pays a death benefit to:
  - a. the spouse or relation partner from whom the employee was not permanently separated, and if there is no such person to
  - b. his underage children, and if there are none to
  - c. the person with whom the employee lived in a family unit and for whose subsistence costs he largely provided.



2. If the deceased does not leave any relations as mentioned in paragraph 1, the employer can pay the benefit or part thereof on grounds of fairness to the person or persons who qualify for this in the employer's opinion.
3. The death benefit is paid on the basis of the employee's last-earned salary over the period from the day after the death up to and including the final day of the third month after the one in which the death occurred.
4. The death benefit is reduced by the amount of the benefit in connection with death paid under the terms of the health or occupational disability insurance and pursuant to the Supplementary Benefits Act.

### **3.2 Obligations of employer and employee**

#### **Employer's obligations**

##### **Article 3.2.1 General employer's obligations**

1. The employer is obliged to do –or refrain from doing– everything that a good employer ought to do –or refrain from doing– in equal circumstances.
2. The employer provides the employee with the necessary personal, instrumental and spatial facilities and sees to it that the necessary professional literature is accessible. This after consultation with the person involved and the department and within Sanquin's possibilities.
3. The employer will pursue an active policy in respect of the participation of women in higher and managerial posts. A policy plan will be drawn up for this, in which among other things attention is paid to:
  - posts in which there is underrepresentation;
  - arrangements in respect of eliminating underrepresentation;
  - acquisition;
  - career coaching and training.
4. Within the framework of employment conditions policy the employer pays attention to work pressure. If developments in the absenteeism rate give reason for this, it will be investigated by or under supervision of the occupational health and safety service whether there is a relation with the workload. If such relation exists, appropriate measures will be discussed in the consultations with the (central) works council.
5. For the employee who works flexible shifts and indicates no longer to be able to do such shifts, the employer will look for an appropriate solution in consultation with the employee.
6. Within the framework of an age-oriented personnel policy the employer will adopt a scheme in consultation with the central works council which among other things includes measures to ease the workload of the older employee. These measures can concern a transfer to another job or a job adjustment.

##### **Article 3.2.2 Annual interview(s)**

1. At least once per year the employer will conduct an interview with the employee according to the system established for this in consultation with the central works council.
2. Both the employer and the employee can take the initiative to conducting an interview.
3. In the interview the following will at least be discussed:
  - the elaboration of the schedule of working hours and rest periods for the coming calendar year;
  - the spending of the personal life-course budget;
  - the wishes of the employee to make use of the multiple-option employment conditions scheme for the coming calendar year (until 1 January 2019);
  - the deployment of the employee of 50 years or older in the nightly hours;
  - the performance of the employee;
  - the working conditions/climate;

- the personal development plan.
- 4. In the interview attention is paid to possible informal care activities of the employee. The basic premise is that the employee and the superior search for a solution which enables the employee to carry out the informal care activities and that replacement at the department will be provided for.

#### **Article 3.2.3 Employee complaints procedure**

1. The employer sets up an employee complaints committee.
2. In consultation with the central works council a general complaints procedure and an undesirable conduct policy will be 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 opinion to the employer. The employee receives a copy of this.

#### **Article 3.2.4 Insurance agreement**

1. The employer is obliged to take out insurance that covers the employee's personal civil-law liability because of death, bodily injury and/or property damage, caused to third parties in the exercise of his job, including damage caused to third parties by those supervised by the employee in the work place on the employer's instruction.
2. The employer indemnifies the employee against liability in this respect and refrains from the possibility, if any, of recourse against the employee, except in case the damage is the result of the employee's intent or deliberate recklessness.

#### **Article 3.2.5 Legal assistance**

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

#### **Article 3.2.6 Registration costs in the register under the Individual Health Care Professions Act (BIG register) and in the quality register, membership of professional associations**

1. The employee who is obliged to register under Article 3 Individual Health Care Professions Act (BIG Act) is reimbursed for the costs related to the initial registration, if the employee actually practises the profession. The costs related to re-registration are reimbursed once in five years.
2. The employee who has followed a training course and practises a profession as mentioned in
  - Article 3 BIG Act, or
  - who by General Administrative Order falls under Article 34 BIG Actand who is also a member of a professional association affiliated with one of the parties to the Collective Labour Agreement, gets also reimbursed for the costs related to the quality registration if the professional association keeps a quality register at the start of the term of this Collective Labour Agreement. The reimbursement only concerns the costs of the registration in a quality register and does not concern any necessary costs for the training to meet the registration requirements. The employee can include this need for training in his individual development plan, as referred to in Article 3.2.18.
3. Registration costs for quality registers that do not qualify for reimbursement under paragraph 2 can be compensated by the employer in consultation with the central works

- council.
4. Costs of the membership of a professional association are reimbursed by the employer if and insofar as it concerns a profession practised 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. Annually, in consultation with the central works council, the employer prepares a rolling plan. It indicates which parts of that 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 for:
  - dealing with unforeseen and unplanned activities or
  - dealing with unforeseen and unplanned absenteeism of other employees which cannot be met by employees with an employment contract for an (in)definite period of time with an agreed number of working hours or is only possible with a disproportionate negative effect on planned work schedules.
2. Employees with an on-call contract who have been working for a year at Sanquin can request the employer for an employment contract with a fixed number of hours per year as (flex pool) employee. The employer will grant this request, unless there is a compelling commercial reason for not doing so.
3. At least once per year the employer discusses the use of on-call contracts with the central works council.

#### **Article 3.2.9 Multiple-option employment conditions scheme (until 1 January 2019)**

1. The employer has a multiple-option employment conditions scheme (SanQueuze) which offers the employee the possibility to trade time and money sources for money and time goals. The limits and conditions for the trade-off are within the statutory limits and Collective Labour Agreement provisions.
2. The employee has the right to pay the union dues and the contribution of his professional association from his gross wages. The employer cannot refuse a request to this end.

#### **Article 3.2.9 My SanQueuze Budget (from 1 January 2019)**

1. From 1 January 2019 the employee will receive the My SanQueuze Budget. The budget is a combination of money and leave hours. The My SanQueuze Budget includes:
  - holiday allowance;
  - the end-of-year bonus;
  - the Personal Life-stage Budget (PLB). The annual accrual of the PLB is assigned in hours to the budget. The PLB transitional regime from the Sanquin Collective Labour Agreement 2009-2011 continues to apply in full;
  - any holiday hours in excess of the statutory entitlement. As of 1 January 2019 any holiday hours still to be accrued in excess of the statutory entitlement are transferred to the PLB and added in hours to the budget.
2. The PLB credit that has been built up in the period before 1 January 2019 is not part of the My SanQueuze Budget. This credit is kept and does not expire.
3. Holiday hours in excess of the statutory entitlement that have been accrued in the period before 1 January 2019 are not added to the budget. The lapse period applying to these hours does not change.
4. The My SanQueuze Budget is built up monthly. The money value of the budget is calculated on the employee's actually earned salary of the month in question. The calculation of the budget in hours is made in proportion to the part-time percentage of the employment.
5. The My SanQueuze Budget can be used for a spending purpose to at most the budget that has

been built up. Sanquin will see to it that the employee has insight into the amount, accrual and mutations of the budget and into the effect of choices on for instance the net salary and pension accrual.

6. The budget can be used each month to buy extra leave or to have an amount paid for purposes to be determined at the employee's discretion. The (legal and tax) conditions attached to the spending of the budget have been included in the My SanQueuze regulations.
7. The employee himself decides about the use of the My SanQueuze Budget, permission for choices is not needed. When buying leave the employee and his superior consult about when to take the extra leave in order to avoid problems of an organisational nature or as regards timetable or situations in which safety is at stake.
8. It is possible to save PLB credit for a well-founded purpose. The employee lays down plans for using PLB credit in a spending plan. The employee discusses this plan with his superior. The spending plan includes at least the number of hours to be saved in the period chosen. The employee can at all times adjust the plan.
9. In the event that no choice is made for spending the budget or the budget is only partly spent, Sanquin reserves the – remaining – budget for the employee. This means that the accrued budget is transferred to the next month.
10. If there is still budget left in December – in money or in hours – for which the employee has not made a choice, the remaining budget is paid in December subject to the statutory compulsory deductions.

## **Employee's obligations**

### **Article 3.2.10 General employee's obligations**

1. The employee is obliged to perform the agreed work to the best of his abilities and when doing so to act in accordance with the instructions given by or on behalf of the employer. In this respect the provisions in a professional statute/professional code, as formulated for each professional group and confirmed by the parties to the Collective Labour Agreement, are duly observed.  
Nevertheless, the employee has the right to refuse to carry out certain instructions because of serious conscientious objections. In such case the management ensures that at the department of the employee in question such measures are taken that this right can be exercised. The management takes care of providing correct information to all those concerned at the department.
2. Within reasonable limits and insofar as this is a direct or indirect consequence of the interest of the work or of Sanquin, or if such special circumstances occur that prior consultation is not possible, the employee is obliged to agree:
  - a. for a short period and at most for a month to a change of the activities connected with his job;
  - b. for a short period and at most for a month to a change in his working time schedule.

### **Article 3.2.11 Absence**

1. If the employee is prevented from performing his work, he is obliged to inform or to have others inform the employer as soon as possible, while stating the reasons for this.
2. For the time during which the employee intentionally fails to carry out his work contrary to his obligations, the employer does not have to pay him any salary.

### **Article 3.2.12 Medical examination**

The employee is obliged to submit to a medical examination deemed necessary, supported by reasons, by the employer, if it concerns an examination with a preventive effect as regards the health situation at Sanquin.

### **Article 3.2.13 Ancillary functions**

1. It is not allowed to the employee to hold ancillary positions or to perform ancillary activities, paid or otherwise, that can in reason be deemed to be incompatible with his job or with Sanquin's interests or reputation.
2. It may be expected from the employee that in case of doubt about the (in)compatibility of ancillary position(s) he discusses this in advance with the employer.

### **Article 3.2.14 Gifts, rewards, bequests**

Except for the express permission from the employer, it is forbidden to the employee:

- to participate directly or indirectly in contracting work and delivery work to be carried out for the employer;
- to accept or demand directly or indirectly gifts, rewards or commission from bodies or persons with whom he gets in touch on account of his job;
- to except an inheritance or bequest from a person who before his death had a direct relation with the employee as donor or patient and is not a relative by blood or marriage up to and including the fourth degree, spouse or relation partner of the employee.

### **Article 3.2.15 Shares**

It is not allowed to the employee to have shares in commercial partners of Sanquin or to trade in such shares.

### **Mutual obligations**

#### **Article 3.2.16 Designation of residential area**

1. If the employer considers it necessary in connection with Sanquin's interest, he can designate a residential area where the employee is obliged to take up his residence, if the employee's job or the circumstances in which the job is carried out change.
2. A relocation allowance in accordance with the provisions in Chapter 11, section 11.4, is granted to the employee who when entering into the employment contract takes up residence or during the employment is obliged by the employer to take up residence in a designated residential area.

#### **Article 3.2.17 Obligation of secrecy**

1. The employee is obliged to maintain secrecy in respect of what has come to his attention while performing his work, insofar as such obligation follows from the nature of the matter or has been expressly imposed on him. This obligation has been laid down in Article 272 of the Penal Code and also applies after termination of the employment.
2. The secrecy obligation does not apply to those who directly or as replacement are involved in the implementation of the treatment contract (Medical Treatment Contracts Act), the treatment plan (Psychiatric Hospitals (Compulsory Admissions) Act) or the research protocol (Medical Research (Human Subjects) Act), insofar as is necessary for the work to be carried out by them within that framework.
3. The employer is obliged to maintain secrecy in respect of what he knows about the person of the employee on account of the latter's job, unless the employee gives permission to provide information relating to his person.

#### **Article 3.2.18 Training and sustainable employability**

1. Within the framework of sustainable employability the parties want to place more emphasis on training and coaching of employees. Purpose of the training and coaching is to work on the employee's employability and development, so that he remains/becomes suitable for:

- his own job within Sanquin;
  - a career within Sanquin;
  - a career outside Sanquin.
2. Sustainable employability is a joint responsibility; employer and employee each make their contribution in the form of time, money and active involvement in training and development.
  3. For this purpose each employee gets a (continuing) 'individual development plan'. This development plan is among other things meant to get an insight into one's own career possibilities and contains all arrangements as regards training necessary for carrying out one's own job, but also training for a possible next career move inside or outside the organisation. In addition, in the development plan arrangements can be included about career coaching, intervision or other training courses of which the employee and superior conclude that they can contribute to the employee's health and sustainable employability.
  4. The employee is himself responsible for drawing up the plan and keeping it up to date. The content of the plan is coordinated with the direct superior, e.g. in the annual interview.
  5. Within the framework of the employee's sustainable employability, the 'PLB work plan' as referred to in Article 12.2.2 of this Collective Labour Agreement is part of the individual development plan.
  6. Sanquin offers an individual development budget consisting of an amount of € 1500 for every three years. The arrangements about the individual development budget as laid down in the Collective Labour Agreement 2014-2017 are continued in the Collective Labour Agreement 2017-2019 period. The employee can also use the My SanQueuze budget as referred to in Article 3.2.9. These resources can be used on the basis of the individual development plan.
  7. The employee only qualifies for the 'Activation scheme' as laid down in Chapter 13 of the Collective Labour Agreement if what has been laid down above does not lead to coaching from work to work.

#### **Article 3.2.19 Compensation of material damage**

1. The employer compensates material damage that has been inflicted on the employee by a donor or patient and could in reason not be avoided, based on the following.
2. In this connection material damage is understood to mean:
  - damage to the employee's goods and/or
  - damage due to injury, insofar as it concerns recovery costs and costs because of permanent disability, this for at most 24 months from the day the damage causing event took place.

The damage categories mentioned above are together compensated to a maximum of € 2,270 per event.
3. To qualify for compensation, the employee should show that:
  - a donor or patient has caused the damage;
  - he cannot be compensated in this matter in any other way;
  - the damage has been caused while performing his duties;
  - he has otherwise taken out sufficient insurance in the employer's opinion against risks, where such is customary.
4. By compensating the employee in accordance with this article, the employer is subrogated to a maximum of € 2,270 to the employee's rights which the latter might have vis-à-vis the person who has caused that damage.

#### **Article 3.2.20 Employee's representation of interests**

1. The employee has the right to plead his interests with the employer either personally or assisted by a representative.
2. Upon request the employer will give the employee and/or his representative in the short term the opportunity to plead the employee's interests either orally or in writing.

### **Article 3.2.21 Whistle-blowers' regulations**

The employee can safely report any suspicions of abuses at Sanquin. For the procedure Sanquin's Regulations in respect of reporting suspected abuse are referred to.

## **3.3. IZZ and Pensioenfonds Zorg en Welzijn**

### **IZZ**

#### **Article 3.3.1 IZZ health insurance scheme**

1. The (former) employee can participate in the IZZ collective health insurance scheme. The conditions for participation for him and his partner and the extent of the benefits have been regulated respectively in the IZZ Foundation's Collective Health Insurance Scheme Regulations and the insurance conditions of the health insurer designated by the IZZ Foundation.
2. The Regulations of the Collective Health Insurance Scheme and the premium are established and changed by the board of the IZZ Foundation.
3. The employee is only entitled to an employer's contribution to the premium of his own and his partner's IZZ Basic Supplementary Scheme. The amount of this contribution is determined by the parties to the Collective Labour Agreement.
4. The total premium payable for the participation in the IZZ health insurance scheme is paid by the employer into the account of the designated health insurer, unless the Regulations provide otherwise.
5. From the moment that the employer's obligation to continue to pay wages ends, no further employer's contribution will be provided.

### **Pensioenfonds Zorg en Welzijn**

#### **Article 3.3.2 Pension**

1. In principle, all employees working on the basis of an employment contract have a compulsory pension insurance with the Pensioenfonds Zorg en Welzijn.
2. The scope and the rights and obligations of the employer and employee, as regards the pension, are regulated in the articles and the pension scheme regulations.
3. 50% of the pension premium is recovered from the employee.

## **3.4. Generation policy (from 2018)**

#### **Article 3.4.1 Generation policy scheme**

1. The employer and employee can make arrangements on a mutually voluntary basis to adjust the working hours to the wishes and needs of both employee and employer.
2. The Generation policy scheme is open to employees who are 60 years or older before 1 January 2018. If the application of the Generation policy scheme is agreed, the employee can participate until he reaches the state pension age.
3. For the Generation policy scheme a fixed budget is available. In case of more interest than available budget, the applications for a large exemption percentage are first reduced to a smaller percentage.
4. Annually in July the parties to the Collective Labour Agreement evaluate the scheme and decide if employees who will be 60 years old in the next calendar year can also participate in the scheme. In July 2018 or as soon as possible thereafter it is decided whether employees who will be 60 years old in 2018 can also participate in the scheme.
5. The employee who makes use of the Generation policy scheme gets exempted from part of the number of hours agreed upon in conformity with the current employment contract. The employee has the choice to be exempted from work for 10, 20 or (at most) 30% of his

contractual working hours, whereby the number of working hours must remain on average at least 18 hours per week. By reducing the working hours the accrual of all employment conditions 'in time', such as holidays and PLB hours, are also reduced to the level chosen.

6. The employer continues to pay the salary for half of the exempted hours; for the other half of the exempted hours the employee does not receive any salary. Employment conditions 'in money' from the Collective Labour Agreement are adjusted to the new salary payment.
7. Before being able to make use of the Generation policy scheme, the employee should first have spent all his PLB hours and total time-savings scheme balance in accordance with the arrangements to be made with the employer in a 'PLB plan'. During the period that the employee makes use of the scheme, he annually receives 57 PLB hours based on full-time employment. The extra hours that were assigned in the transitional regime (Article 12.2.3) and, if applicable, holiday hours in excess of the statutory entitlement (Article 2.4, Article 12.1.2, paragraph 3) are cancelled.
8. The employee has the choice to adjust his pension accrual to the level at which he is being paid or to continue the pension accrual at 100% of the original contract hours (voluntary continuation). The division of the pension contribution between the employer and employee remains 50% - 50%.



**Article 4.1 Scope of application**

1. This chapter applies to the employee who is unfit for work within the meaning of Article 7:629 Civil Code. Insofar as this chapter does not provide otherwise, the provisions of the Civil Code apply.
2. Unfitness for work is not understood to mean pregnancy and childbirth (see Article 12.4.2).

**Article 4.2 Continued payment of wages**

1. Under the Civil Code the employee who is prevented from carrying out work because of unfitness for work and has immediately informed the employer of this is entitled to 70% of the time-based wage for a period of at most 104 weeks. The time-based wage is understood to mean the employee's salary plus structural wage components such as irregular hours allowance and standby allowance. The structural wage components are measured month on month over a period of six months prior to the month in which the unfitness for work has occurred.
2. Pursuant to paragraph 1 the employee's wage is supplemented to 100% during the first 52 weeks of unfitness for work. The next 52 weeks the employee receives 70% of the time-based wage, but at least the statutory minimum wage applying to him.
3. For the hours during which the employee carries out suitable labour or work without wage value according to his rehabilitation plan, he receives 100% of the time-based wage. Work without wage value is understood to mean work performed on an occupational therapeutic basis, following training and doing an internship.
4. The wage established in accordance with paragraph 1 is adjusted to:
  - the generic pay rises that are agreed in the period of unfitness for work;
  - the contract changes that have been agreed before the start of the unfitness for work if the period between the first day of unfitness for work and the effective date of the contract change is shorter than three months. The adjustment is made with effect from the day on which that contract change takes effect;
  - the annual salary increase so long as the employee is not yet unfit for work for 52 weeks. After 52 weeks the annual increase is actually awarded for the hours for which the employee is fit for work.
5. The wage is reduced by the amount of the benefit which the employee receives by virtue of any arrangement applying under or pursuant to the law or an arrangement to be considered equivalent to this.
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 of which amount and duration are to be laid down.

**Article 4.3 Unfitness for work due to third parties**

When the employer can exercise rights of recourse vis-à-vis third parties, the employer will – if the employee so wishes – 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 can cancel the right to a supplement as referred to in Article 4.2, paragraphs 2 and 3, in whole or in part if:

- it appears that the employee has failed to meet the obligations under Article 4.8;
- the employee loses his entitlement to a benefit under the Health Act, Occupational Disability Insurance Act/Work and Income (Capacity for Work) Act, Disability (Rehabilitation) Act or Unemployment Insurance Act in whole or in part, unless this is due to the employer.

#### **Article 4.5 Rehabilitation**

1. With a view to a durable rehabilitation into the employee's own job or a suitable job, the company doctor indicates, based on the criteria of the Employee Insurance Administration, which work the employee can perform. After having obtained 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 the employee is fit for work. If there are no possibilities for this within Sanquin, the employer will make an effort to realise suitable work outside Sanquin.
3. The rehabilitation activities are continued after two years if the employee has sufficient residual capacity and adopts an active attitude in the rehabilitation process.
4. To achieve the best possible rehabilitation the employee can, in consultation with the employer, make use of all existing rehabilitation instruments within Sanquin, such as access to mobility centres and training or internship opportunities. The costs attached to this will be borne by the employer.
5. The employee is obliged to cooperate in the offered rehabilitation activities and to accept a suitable job. He can himself also take initiatives to this end and put them to the employer.
6. The employee has a preferential status when filling internal vacancies.

#### **Article 4.6 Pension during unfitness for work**

From the second year of illness the employee can voluntarily continue to build up a pension to the maximum of the level applying on the final 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 Work and Income (Capacity for Work) Act**

1. If according to the competent authority the employer has failed to meet the rehabilitation obligation and the employee is consequently not entitled to a benefit pursuant to the Occupational Disability Insurance Act/Work and Income (Capacity for Work) Act, the employment is in principle maintained and the unfitness for work will on itself be no reason for dismissal. In that case the employer will pay 70% of the time-based wage.
2. After the wage-related stage the employer is obliged to make every effort to let the partially disabled employee (Return to Work (Partially Disabled) Regulations) use as much as possible of his residual earning capacity.
3. For the employee who is unfit for work for less than 35%, the employment is in principle maintained and the unfitness for work will on itself be no reason for dismissal. The basic principle in respect of suitable or adapted work offered by the employer is that the pay for this work is at least 70% of the pay for the previously held job before the employee became unfit for work.
4. The employee who earns less than 50% of his residual earning capacity with work for his employer and receives a follow-up benefit under the Return to Work (Partially Disabled Persons) Regulations pursuant to the Work and Income (Capacity for Work) Act is entitled to a supplement to his wage, if his income is less than the social minimum applying to him. The purpose of this supplement is to prevent that the employee must rely on the Work and Social Assistance Act for his living expenses. The income referred to in the first sentence is understood to mean the total of wage, follow-up benefit under the Return to Work (Partially Disabled Persons) Regulations, invalidity pension, any other financial benefits and an allowance under the Supplementary Benefits Act. The amount of the supplement is the difference between his income and the social minimum, but no more than the difference between his income and the wage he earned at Sanquin before commencement of his benefit under the Return to Work (Partially Disabled) Regulations.

**Article 4.8 Absenteeism policy**

1. The employer pursues an active policy aimed at reducing absenteeism.
2. In consultation with the central works council, the employer adopts illness reporting regulations, in which at least the following is provided:
  - when the employee must at the latest report sick to the employer in case of illness, also during holidays;
  - which rules the employee must observe in case of illness/unfitness for work;
  - possible verification and monitoring activities the employer can carry out.

In support of an active policy aimed at reducing absenteeism, the parties to the Collective Labour Agreement for Hospitals have made recommendations in the 'Protocol of Recommendations for the improvement of the working conditions in hospitals and for combating absenteeism, unfitness for work and workload' (Annex F).

**Article 5.1. Facilities for employees' organisations**

1. Members, executive members and union consultants of employees' organisations are offered facilities within Sanquin for carrying out their activities. Executive members and union consultants are understood to mean the members that have been designated by employees' organisations and made known to Sanquin.
2. These facilities include at least:
  - the use of notice boards for information and announcements of employees' organisations;
  - the use of rooms of Sanquin for meetings of the employees' organisations;
  - the use of telephone, e-mail and Internet.
3. Within reasonable limits executive members are enabled to establish personal contacts with their members working at Sanquin.

**Article 5.2 Employer's contribution**

The parties have agreed that an employer's contribution will be provided to the employees' organisations involved in this Collective Labour Agreement in line with the standard of the Netherlands General Employers' Association.

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

1. The employer enables the employee to take part in activities of the employees' organisation of which he is a member.
2. The employee gets paid leave for up to a total of 228 hours per year, if these activities take place at hours he is available for work according to the employment contract. For the employee with part-time work the pro-rata principle is not applied.
3. Employees' organisations as referred to in paragraph 1 are understood to mean:
  - an association of employees that is a party to this Collective Labour Agreement;
  - a federation of trade unions with which an association of employees that is a party to this Collective Labour Agreement is affiliated;
  - (professional) associations affiliated with an association of employees that is a party to this Collective Labour Agreement. This exclusively concerns the (professional) associations mentioned in the opening words of the preamble to this Collective Labour Agreement under *II the following organisations of employees*.
4. Activities as referred to in paragraph 1 are understood to mean:
  - meetings under the articles of association or meetings of regional bodies established under the articles of association insofar as the employee has been designated as a board member and/or delegate;
  - conferences, national and regional meetings and working groups insofar as the employee has been invited to them by the executive committee;
  - courses insofar as the employee gives them or participates in them at the executive committee's request.

Insofar as it concerns activities of (professional) associations as referred to in paragraph 3, the above-mentioned activities only include those activities that concern collective employment conditions.
5. For the employee who is a union consultant at Sanquin, an exemption of eight hours per week applies. At most two union consultants (one for each employees' organisation) can be exempted.

#### **Article 5.4 Other paid leave**

1. The employer enables the employee who is a board member of a professional association to take part in activities of the professional organisation of which he is a member.
2. Professional organisations are understood to mean the professional associations mentioned in the opening words of the preamble to this Collective Labour Agreement under *// the following organisations of employees*.
3. Activities are understood to mean meetings and work carried out in special committees and concerning the content of the profession.
4. The employee gets paid leave up to a total of 36 hours per year, if these activities take place at hours he is available for work according to the employment contract.
5. For the employee with part-time work the pro-rata principle is not applied.

#### **Article 5.5 Extra powers of the (central) works council**

In addition to the powers pursuant to the Works Councils Act, the (central) works council has the following rights:

1. The right to be consulted on an intended decision to appoint a member of the Executive Board (procedure in conformity with Article 30 Works Councils Act);
2. Between the Supervisory Board and the works council arrangements have been made and laid down in respect of the involvement of the works council in appointments on the Supervisory Board.
3. The right to be consulted about a temporary provision for a deputising position on the management board or the Executive Board. This right does not apply to a replacement because of short-term absence (supplementary to Article 30 Works Councils Act);
4. Right to discuss Sanquin's draft budget, in particular the human resources budget and the procurement policy.  
The human resources budget includes both qualitative and quantitative data on the workforce. At least the following data are provided in this respect:
  - an organisation chart;
  - an overview of the staffing levels, broken down into organisational units;
  - numbers of staff;
  - data on the temporariness and the scope of the employment;
  - a description of the jobs in broad outline.
5. The right to be consulted in case of a significant interim change of the human resources budget (in conformity with Article 25 Works Councils Act). The (central) works council receives the adopted budget and the changes that have been made to it.
6. The (central) works council is entitled to administrative support of 2 hours per week per works council seat.

**Article 6.1 Working time**

1. In case of a full-time job the number of hours of work is on average 36 hours per week.
2. Contrary to paragraph 1 of this article, by virtue of Article 6.9b, paragraph 1, under b, the employer and employee can agree a number of working hours up to on average 40 hours per week.

**Article 6.2 Meeting and training hours of the (central) works council**

The hours that a member of the works council spends for meetings of the (central) works council, for committees of that council and for 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 Collective Labour Agreement, the provisions of the Working Hours Act and the Working Hours Decree (Annex C) apply.
2. The employer informs the employee at least 28 days in advance of the schedule of working hours and rest periods. If in connection with the nature of the work the schedule of working hours and rest periods cannot be communicated to the employee at least 28 days in advance, the employer will inform the employee at least 28 days in advance on which day the weekly rest period begins and on which Sundays the employee does not have to work. He also informs the employee in question at least four days in advance of the times he has to work.
3. The employer establishes the planning of the working hours and rest periods, on the understanding that the working hours are preferably between 07:00 hours and 20:00 hours on Monday to Friday, and between 8:00 hours and 12:00 hours on Saturday.
4. If there is a working time and rest periods scheme with variable shifts, the rotation of these shifts should as much as possible be forward.
5. Shifts which wholly or partly include the hours between 23:00 hours and 07:00 hours can exclusively be assigned to employees of 18 years and older.
6. Split shifts are not allowed, unless this is incompatible with the nature of the work associated with the job. If in the employer's opinion the circumstance referred to here is at issue, he will put this for discussion to the employee supported by reasons, before going over to establishing split shifts.
7. Shift transfer takes place during working time.

**Article 6.4 Flex pool**

1. To increase internal flexibility Sanquin has a flexible pool of broadly and highly educated employees.
2. The size of the flex pool is such that plannable absence at departments can be filled in by deploying a flex-pool employee.
3. Employees who work in a flex pool are in principle entitled to an employment contract with a number of agreed working hours per year and must respond to a call in accordance with the scheme established pursuant to Article 4.2 of the Working Hours Act.
4. At Sanquin level it will be decided if supplementary training is required for employees of the flex pool to increase employability.

**Article 6.5 Coffee/tea breaks**

1. In addition to the statutory break according to the Working Hours Act, the employer allows the employee to have coffee/tea breaks, namely once in the morning, afternoon, evening

- and/or night.
2. Coffee/tea breaks of less than fifteen minutes are considered working time.
  3. If coffee/tea breaks last fifteen minutes or longer and are earmarked as the employee's own time, uninterrupted rest should be guaranteed during these breaks.

#### **Article 6.6 Scheduled weekends off**

The employee is entitled to at least 22 weekends free of duty per year. This can be departed from in consultation with the employee, on the understanding that the employee is at least thirteen Sundays per year free of duty.

#### **Article 6.7 Maximum working time\***

1. The working time per shift exclusive of overtime is at most ten hours, and twelve hours including overtime.
2. The working time per night shift exclusive of overtime is at most nine hours, and ten hours including overtime.
3. The working time per week is at most sixty hours.
4. The employer does not make use of the possibilities offered by the Working Hours Act (Article 5:8, paragraph 3) and the Working Hours Decree (Articles 4.7:1, 4.7:2 and 5.20:2) to extend the working time per shift, per night shift or per week.
5. The working time per four weeks is on average at most 55 hours per week and per sixteen weeks not more than on average 48 hours per week.
6. The working time per sixteen weeks is on average at most forty hours per week, if in a period of sixteen weeks the employee works sixteen or more night shifts. For doctors in this situation the working time is not more than on average 48 hours per week in a period of thirteen weeks.

\* see Annex C Working Hours Act/Working Hours Decree

#### **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 works at most seven consecutive night shifts, but not more than 43 night shifts per sixteen weeks. The employer does not make use of the possibility offered by the Working Hours Act (Article 5:8, paragraph 9) to increase the number of night shifts.
3. Paragraphs 1 and 2 of this article do not apply to the employee who makes use of the transitional provision for permanent night shifts as referred to in Article 8.1:1 Working Hours Decree.

#### **Article 6.9a Scheduling working hours and holidays**

The number of holiday hours actually enjoyed by the employee are taken into account for determining the working hours in the working time and rest periods schedule. If a day's holiday is taken on a day for which the working time and rest periods schedule would include a daily working time of 9 hours, 9 holiday hours are taken into account when determining the working hours and also when calculating the number of enjoyed holiday hours.

The working time is scheduled such that:

- a. In a period of four weeks there are at least three blocks of three consecutive days off;  
*or*
- b. In a period of four weeks there are at least two blocks of three consecutive days off, whereby the free weekends are maintained;  
*or*
- c. In a period of 13 weeks there are at least four blocks of three consecutive days off, whereby

the number of single days off should be limited to at most four;

or

- d. In a period of 13 weeks the scheduled time off duty is planned in blocks of at least two consecutive days off and at most four single days off. This model can only be applied for organisational units in which the employees work according to a work schedule, with or without variable shifts, on the condition that:
- work schedules are designed in conformity with the general criteria for health and welfare of the WHAW-system;
  - for the organisational unit in question arrangements have been made in consultation with the works council about the way, extent and period in which the WHAW-system will find further application.
- e. It is possible to depart from the work schedule design as included under a, b, c or d with the consent of the works council. In this respect the parties to the Collective Labour Agreement have wanted to create the possibility to schedule the agreed number of working hours in a period of half a year. A departure from the work schedule design is only allowed in conformity with the general criteria for health and welfare of the WHAW-system, or if for the organisational unit in question in consultation with the works council arrangements have been made about the way, extent and period in which the WHAW-system will find further application. The result of departing from the work schedule design cannot be that a working week with days of 7.2 hours is agreed upon.

#### **Article 6.9b Non-standard working hours**

1. It is possible to deviate as follows from the provisions in Article 6.9a for the employee with a full-time working week:
  - a. For small departments and/or solo jobs the 36-hour working week can be maintained over periods longer than 13 weeks;
  - b. For the situations mentioned under a for which the 36-hour working week cannot be maintained either over periods longer than 13 weeks, a working time of up to 40 hours per week is possible if this is agreed upon in consultation between the employer and employee.
2. With the employee to whom paragraph 1, under a, applies, the employer makes written arrangements about among other things:
  - how many hours are saved up;
  - the period during which hours are saved up;
  - the form in which the hours off are taken;
  - consequences at the end of the employment contract.
3. When the employee referred to in paragraph 2 leaves the employment, compensation will be paid in consultation with the employer for the hours not taken. This compensation is equal to the gross hourly wage plus holiday entitlements and the employer's share of the pension contribution.
4. In respect of the employee to whom paragraph 1, under a, applies and who has not carried out his work due to unfitness for work, the accrual of hours to be saved continues during the unfitness for work, but no longer than for a period of half a year.

#### **Article 6.10 Deferred shifts**

1. The employer can occasionally and in special cases, if the interests of the service make this necessary, make a change in the already established schedule of working hours and rest periods.
2. A deferred shift exists if a number of consecutive hours during which the employee would have to work according to the schedule of working hours and rest periods is deferred to any other time at which the employee would be off duty according to this schedule.
3. If the employer makes a change in an already established schedule of working hours and rest periods and within 24 hours after the employee has been informed of this, a deferment



occurs, the employee receives in addition to the hourly wage an overtime allowance percentage as referred to in Article 8.4. paragraph 2, for the hours of that deferred shift.

4. In case of a change in the schedule of working hours and rest periods the employee receives compensation for expenditures already made in connection with leisure activities.

#### **Article 6.11 Compensation for public holidays**

1. On public holidays, not falling on Saturday or Sunday, the employee has a day off on full pay, subject to the provisions in the following paragraphs.
2. If the interest of the service makes it necessary in the employer's opinion that an employee works on a public holiday, not falling on a Saturday or Sunday, compensation is paid for the number of hours worked in addition to the full salary.
3. The employee who according to the schedule of working hours and rest periods (applying to him) works on Saturday or Sunday receives, if a public holiday falls on that Saturday or Sunday and he must 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 hours.
4. Days off resulting from the working time and rest periods scheme (scheduled days off, not being weekend days or weekend replacing days) must not coincide with public holidays not falling on Saturday or Sunday.
5. In consultation with the (central) works council Sanquin can make an arrangement that differs from paragraphs 2 and 3. This arrangement will replace the provisions in paragraphs 2 and 3. If no agreement has been reached, the provisions in paragraphs 2 and 3 continue to apply.
6. The employer enables the employee to enjoy a day off on the public holidays and anniversaries agreed with him that take the place of the public holidays and anniversaries mentioned under the definitions, insofar as the business operation allows this. At the commencement of employment or prior to any calendar year the employee indicates when he wants to enjoy this day/these days.

## 7.1 Salary

### Article 7.1.1 General

1. The employee has an employment contract and as part thereof an up-to-date job description.
2. The job description meets the quality requirements laid down by the parties to the Collective Labour Agreement (see Annex D).
3. The job is classified with the aid of the FWG<sup>®</sup>-system in one of the job categories 5 to 80.
4. Based on the classification the job is graded in one of the equally numbered salary scales.

### Article 7.1.2 Health Care Job Evaluation (*FunctieWaardering Gezondheidszorg (FWG<sup>®</sup>)*)

1. The computer supported FWG<sup>®</sup>-system is part of this Collective Labour Agreement. This system is periodically updated. The parties to the Collective Labour Agreement decide which system version applies.
2. Upon request the employee gets access to the 'version for public inspection' of this system.

*Note: for information about the FWG<sup>®</sup>-system see: [www.fwg.nl](http://www.fwg.nl)*

### Article 7.1.3 Salary

1. The employee receives a salary based on one of the salary scales belonging to the job categories 5 to 80.
2. The position on the salary scale is determined on the basis of the experience gained elsewhere or otherwise.
3. The employee of whom it has been established that he is unable to earn 100% of the statutory minimum wage with full-time work because of an occupational disability, but actually has employment opportunities receives the statutory minimum wage applying to him.
4. The amounts mentioned are based on a full-time job (on average 36 hours per week). For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.

### Article 7.1.4 Salary payment

1. Not later than two days, not counting Sundays and public holidays, before the end of the calendar month the employee must be able to dispose over the salary for that month.
2. The allowances for irregular hours, standby, on-site standby and on-call duty shifts, on-call breaks during the night shift, commuting costs and travel and subsistence expenses in a month are paid no later than in the next 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 (until 1 January 2019)

1. The job description and/or classification (rewriting/reclassification) of a job are changed in conformity with the Health Care Job Evaluation Protocol (*FWG<sup>®</sup>* (Annex D)).
2. If due to the reclassification decision a higher job category applies to the employee, the salary scale belonging to the higher job category becomes applicable. When placing the employee in the new salary scale, at least the amount corresponding to the old salary applies. When this amount is not found in the new salary scale, the next-higher amount of that salary scale applies.
3. If due to the reclassification decision a lower job category applies to the employee, the

employee is scaled into the lower salary scale without loss of salary. When placing the employee in the lower salary scale, at least the amount corresponding to the old salary applies. When this amount is not found in the lower salary scale, the next-higher amount of that salary scale applies. The maximum salary to be achieved by the employee is the maximum salary of the lower scale plus 10%. Salary increments are granted on the basis of the new lower scale. After reaching the highest wage integration table number in the new lower scale, the employee follows the periodic increases in conformity with the higher scale until the maximum of 110% of the lower scale has been reached.

4. If at the moment of the reclassification the employee earns more than the maximum salary determined in paragraph 3, the salary is frozen at the then applying wage integration table number.
5. The salary eventually to be reached or the frozen salary is adjusted with the general wage adjustments of this Collective Labour Agreement.
6. The outcome of a reclassification procedure has retroactive effect to the moment at which in the reclassification procedure agreement exists between the employer and employee about the job description.
7. A reclassification in a higher job category is not a promotion within the meaning of Article 7.1.9.

#### **Article 7.1.5 Review of already classified jobs (with effect from 1 January 2019)**

1. The job description and/or classification (rewriting/reclassification) of a job are changed in conformity with the Health Care Job Evaluation Protocol (*FWG*<sup>®</sup> (Annex D)).
2. If due to the reclassification decision a higher job category applies to the employee, the salary scale belonging to the higher job category becomes applicable. The employee is scaled into the new higher job category with the current salary, or at the salary minimum of that new scale if that is higher.
3. If due to the reclassification decision a lower job category applies to the employee, the employee is scaled into the lower salary scale without loss of salary. When placing the employee in the lower salary scale, at least the amount corresponding to the old salary applies. The maximum salary to be achieved by the employee is the maximum salary of the lower scale plus 10%. After reaching the salary maximum in the new lower scale, the employee follows the periodic increases in conformity with the RSP category 91 to 100% until the maximum of 110% of the lower scale has been reached.
4. If at the moment of the reclassification the employee earns more than the maximum salary determined in paragraph 3, the then applying salary is frozen.
5. The salary eventually to be reached or the frozen salary is adjusted with the general wage adjustments of this Collective Labour Agreement.
6. The outcome of a reclassification procedure has retroactive effect to the moment at which in the reclassification procedure agreement exists between the employer and employee about the job description.
7. A reclassification in a higher job category is not a promotion within the meaning of Article 7.1.9.

#### **Article 7.1.6 Subsequent payment**

1. The employee whose job description has been established and who has left Sanquin before the (re)classification procedure for his job has been completed is entitled to a subsequent payment over the period of establishing the job description until the end of the employment.
2. The subsequent payment consists of the difference between his original salary and the salary he would have received after (re)classification. Salary within the meaning of this article is also understood to include all allowances derived from the gross monthly salary.
3. If in the event of termination of the employment by means of a termination agreement the employer and employee agree that there has been 'final discharge', it must be clear to both parties that this implies a waiver of rights to subsequent payments.

### **Article 7.1.7 Periodic increases (until 1 January 2019)**

1. Unless otherwise provided in the employment contract, once per year a salary increase within the salary scale is granted. Except for the provisions in paragraphs 2, 3 and 4 the salary increment date is the date of employment.
2. When entering the employment in the course of the calendar month, the first day of the month following the month of the entry into employment is considered as the increment date.
3. Each increment date changes as a result of a promotion. When promoted the promotion date becomes the new increment date.
4. If the application of a staff assessment system based on the basic principles as included in the Social Policy Statute (Annex A) gives reason for this, the employer can decide to grant in any year no salary increase or a salary increase at several moments in that year.

### **Article 7.1.7 Salary increases (with effect from 1 January 2019)**

1. Unless otherwise provided in the employment contract, once per year a salary increase within the salary scale is granted until the maximum of the salary scale has been reached. Except for the provisions in paragraphs 2, 3 and 4 the salary increase date is the date of employment.
2. When entering the employment in the course of the calendar month, the first day of the month following the month of entry into employment is considered as the salary increase date.
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 based on full-time employment: the current salary divided by the maximum salary of the salary scale x 100 per cent.
5. If an assessment system applies that meets the basic principles as agreed between Sanquin and the employees' organisations, the salary increase will, apart from the provisions in paragraph 4, depend on the individual assessment score in accordance with the following table. So long as there is no such assessment system, the percentages at assessment score '3' apply.

<b>Score/RSP</b>	<b>≤ 80%</b>	<b>81 to 90%</b>	<b>91 to 100%</b>
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 coupling is established between the assessment score and the employee's salary increase, the salary increase date is set at 1 April for all employees – in the calendar year in which the assessment cycle starts. For the employee who until that moment had a different salary increase date a once-only transitional regime applies:
  - in that year the amount of the RSP-increase is corrected on 1 April by the number of months the employee still had to complete under the old regime until the next increment.  
example:
    - employee's old increment date is 1 January.
    - on 1 April the employee still had to complete 9 months – April up to and including December – to the next increment.
    - as of 1 April in that year the employee will receive 3/12 – namely 12 minus 9 months – of the increase in conformity with the RSP-table.

#### **Article 7.1.8 Bonus and allowances**

1. The employer can grant a bonus or (temporary) allowance, for instance based on performance or the labour market situation.
2. The bonus and temporary allowances are not structural in nature and are not included in the pensionable salary.

#### **Article 7.1.9 Promotion (until 1 January 2019)**

1. In case of promotion into a job that is classified in a higher job category the new salary is based on the salary scale belonging to the higher job category. To this end the old salary is increased by two increments, after which integration in the higher scale takes place.
2. If two increments cannot be granted in connection with reaching the scale maximum, the scale is extended by the necessary wage integration table numbers, after which integration into the higher scale takes place.
3. The new salary may not be higher than the maximum of the scale belonging to the higher position.
4. In consultation with the central works council the employer can make a different arrangement.
5. If the employee with a salary guarantee based on the old AVR-scales gets a promotion in FWG, the following 'PDR 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:
  - a) with the promotion in FWG the salary of the employee increases by 4% or more or
  - b) the employee receives a structural allowance of 4%.The 'PDR promotion scheme' entered into force on 1 September 2006 and does not have retroactive effect.

#### **Article 7.1.9 Promotion (with effect from 1 January 2019)**

1. When promoted into a higher scale a promotion increase of 4% of the monthly salary is granted, on the understanding 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. In consultation with the central works council the employer can make a different arrangement.
3. If the employee with a salary guarantee based on the old AVR-scales gets a promotion in FWG, the following 'PDR 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:
  - a) with the promotion in FWG the salary of the employee increases in conformity with paragraph 1 of this article by 4% or more, or
  - b) the employee receives a structural allowance of 4%.The 'PDR promotion scheme' entered into force on 1 September 2006 and does not have retroactive effect.

#### **Article 7.1.10 Deputising (until 1 January 2019)**

1. The employee who at the employer's request performs, as substitute, all or almost all duties of an employee who has been classified in a higher job category receives a payment for this.
2. If such duties are performed for at least half of the daily working time, the pro-rata principle is applied in respect of the payment.
3. The amount of the temporary responsibility allowance is equal to the difference between the current salary and the starting salary of the higher classified job, with a minimum of two increments.
4. If two increments cannot be granted in connection with reaching the scale maximum, the

scale is extended by the necessary wage integration table numbers.

5. The salary including the extra payment cannot be more than the maximum of the scale of the job that is temporarily carried out.
6. Deputising in connection with holidays or shorter than one month does not qualify for extra payment.
7. In consultation with the central works council the employer can make a different arrangement.
8. The temporary responsibility allowance is not structural in nature and is not included in the pensionable salary.

#### **Article 7.1.10 Deputising (with effect from 1 January 2019)**

1. The employee who at the employer's request performs, as substitute, all or almost all duties of an employee who has been classified in a higher job category receives a payment for this.
2. If such duties are performed for at least half of the daily working time, the pro-rata principle is applied in respect of the payment.
3. The amount of the temporary responsibility allowance is 4% of the monthly salary. If this is not sufficient to reach the minimum salary of the scale of the job that is temporarily carried out, the payment is increased by such amount that the salary including the temporary responsibility allowance amounts to the minimum salary of the higher classified job.
4. The salary including the extra payment cannot be more than the maximum of the scale of the job that is temporarily carried out.
5. Deputising in connection with holidays or shorter than one month does not qualify for extra payment.
6. In consultation with the central works council the employer can make a different arrangement.
7. The temporary responsibility allowance is not structural in nature and is not included in the pensionable salary.

#### **Article 7.1.11 Years-of-service bonus (until 1 July 2018)**

1. The employee who has been uninterruptedly employed by the employer is entitled to a one-off bonus of:
  - one quarter of his salary when employed for 12.5 years (gross);
  - half of his salary when employed for 25 years (net) and
  - a full salary when employed for 40 years (net).
2. If the contractual working hours in the relevant years of service have changed, the salary is pro rata increased or decreased.

#### **Article 7.1.11 Years-of-service bonus (with effect from 1 July 2018)**

1. The employee who has been uninterruptedly employed by the employer is entitled to a one-off bonus of:
  - one quarter of his salary when employed for 12.5 years (gross);
  - half of his salary when employed for 25 years (net) and
  - a full salary when employed for 40 years (net).
2. If the contractual working hours have changed in the five year period before the service anniversary, the salary is pro rata increased or decreased.

#### **Article 7.1.12 Bonus at the end of the employment (until 1 January 2019)**

1. At the moment that the employment contract ends as a result of reaching old-age pension age, the employee is entitled to a bonus amounting to half of his salary (gross).
2. If the employee makes use of the FLEX pension 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 hours and the wage integration table number on the day prior to the

use of the FLEX pension.

**Article 7.1.12 Bonus at the end of the employment (with effect from 1 January 2019)**

1. At the moment that the employment contract ends as a result of reaching old-age pension age the employee is entitled to a bonus amounting to half of his salary (gross).
2. If the employee makes use of the FLEX pension 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 hours and the salary on the day prior to the use of the FLEX pension.

**7.2 End-of-year bonus**

**Article 7.2.1 End-of-year bonus (2017)**

1. For the employee who on 31 December has been employed for a full year, the end-of-year bonus is 8.33% of the annual salary. For this purpose annual salary is understood to mean: twelve times the salary as applying on 1 December.
2. When the employee has been employed for part of the period over which the end-of-year bonus is calculated and/or he has worked part-time in that period or part thereof, he is pro rata entitled to the end-of-year bonus.
3. If the employee leaves Sanquin before the entitlement date, the end-of-year bonus is paid, based on the monthly salary as applying at the end of the employment, pro rata to the number of months that the employment contract has lasted after the month of December.
4. The end-of-year bonus is paid in the month of December, except for the situation mentioned in paragraph 3.

**Article 7.2.1 End-of-year bonus (2018)**

1. The end-of-year bonus is paid in the month of December and amounts to 8.33% of the salary earned in the calendar year in question.
2. If the employee leaves the employment before the entitlement date, the end-of-year bonus is paid at the end of the employment and calculated on the salary earned in the past calendar year until the date of leaving the employment.

**Article 7.2.1 End-of-year bonus (with effect from 2019)**

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

**7.3 Holiday allowance**

**Article 7.3.1 Holiday allowance (until 1 January 2019)**

1. For the employee who on 31 May has been employed for a full year, the holiday allowance in 2017 amounts to 8% of the annual salary. For this purpose annual salary is understood to mean: twelve times the salary as applying on 1 May. The holiday allowance is paid in May 2017.
2. With effect from 2018 the holiday allowance amounts to 8.33% of the annual salary earned. For this purpose the annual salary earned is understood to mean the salary earned in the months from June of the preceding year up to and including May of the entitlement year. The holiday allowance is paid in the month of May.
3. If the employee leaves the employment before the entitlement date, the holiday allowance is paid at the end of the employment and calculated on the months from June until the date of leaving the employment.
4. In consultation with the central works council the employer can make a different

arrangement for the employee who has indicated that he monthly wants to receive his holiday allowance. The allowance then amounts to 8.33% of the current salary.

#### **Article 7.3.1 Holiday allowance (from 1 January 2019)**

1. With effect from 2019 the holiday allowance is monthly made available through the My SanQueuze Budget as referred to in Article 3.2.9. The amount of the holiday allowance is 8.33% of the salary earned in the month in question.
2. The holiday allowance that has been accrued in the period from June 2018 up to and including December 2018 is paid in May 2019. This amount is not part of the My SanQueuze Budget. If the employee leaves the employment before 1 May 2019, the holiday allowance accrued in the aforementioned period is paid at the end of the employment.

#### **Annex: salary scales for trainee research assistants (*Onderzoekers in Opleiding*)**

1. With respect to the salary scales for trainee research assistants employed by Sanquin the salary scales of AMC Medical Research (the Collective Labour Agreement of the University Medical Centres) is directly applied (both as regards the scale amounts and periodic increases and as regards time and extent of structural adjustments); for each Collective Labour Agreement period the parties will, where needed afterwards, discuss and determine the adjustments.
2. With effect from 1 August 2016 the following salary amounts have been determined:
  - 1st year: € 2244 gross per month;
  - 2nd year: € 2618 gross per month;
  - 3d year: € 2743 gross per month;
  - 4th year: € 2874 gross per month.

With effect from 1 August 2017 the following salary amounts have been determined:

- 1st year: € 2279 gross per month;
- 2nd year: € 2659 gross per month;
- 3d year: € 2786 gross per month;
- 4th year: € 2919 gross per month.

#### **Annex: trainee allowances**

##### **1. Allowances**

From 1 January 2017 the trainee allowance amounts to € 335 gross per month for a full-time internship and from 1 January 2018 to € 339 gross per month. For a part-time trainee the pro-rata principle is applied. The trainee allowance is inclusive of the expenses incurred by the trainee. The trainee allowance is annually indexed to the consumer price index (cpi).

##### **2. Comments**

- 2.1 In conformity with Article 11.1.1 of the Collective Labour Agreement, the trainee is entitled to a commuter travel allowance, unless he receives a travel allowance on another basis (for instance a public transport pass).
- 2.2 The trainee has two days off per month for private matters (the pro-rata principle is applied for a part-time trainee). No payment is made for days that have not been used.
- 2.3 If necessary, an allowance can be given for board and lodging costs to be incurred by the trainee in connection with the internship amounting to € 213.20 per month as of 1 January 2017 and € 215.97 per month as of 1 January 2018. No deductions are made from this



amount. On presentation of the ticket (from home to the boarding house at the place of work) the travelling expenses are also reimbursed. In such a situation no commuting travel allowance is granted. The allowance for board and lodging costs is annually indexed to the consumer price index (cpi). The trainee will not be entitled to holiday allowance or scheduled days off.

2.4 The costs for necessary vaccinations are reimbursed by the government or the employer.

**Article 8.1 Definition**

1. Overtime is understood to mean: work that is carried out occasionally in excess of the working hours laid down in the schedule of working hours and rest periods. The overtime is measured on a half-yearly basis, counting from the moment the standard hours are exceeded.
2. Compensation for overtime is paid if the employee has been given instruction to work overtime or might reasonably assume to have been given instruction to work overtime. In the latter case the employer afterwards establishes the necessity of working overtime.

**Article 8.2 Scope of application and exempted employees**

1. If the overtime work is carried out for a period of half an hour or shorter prior to or following the working hours established in the schedule of working hours and rest periods, this period does not qualify for compensation.
2. If the overtime work is carried out for a period longer than half an hour, this period is rounded to a full hour.
3. If the overtime work is carried out for a period longer than an hour, this period is rounded up to half, respectively full hours.
4. A pregnant employee is not given instruction to work overtime after the third month of pregnancy, unless the employee agrees to work overtime.

**Article 8.3 Maximum number of hours of overtime work**

1. The number of hours of overtime work on average per week, to be measured per quarter, is not allowed to be more than 10%:
  - a. of 36 hours if the salary of the employee does not exceed the maximum amount of the salary scale of job category 60;
  - b. of 42 hours if the salary of the employee 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;
  - c. of 52 hours if the salary of the employee exceeds the maximum amount of the salary scale of job category 70.For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.
2. If the percentage of 10% is exceeded, the employer will, at the request of the employee involved, either start to provide assistance or create a vacancy.
3. If in any quarter a part-time worker works overtime for more than 10% of his contractual working time, a contract is offered to the employee involved at his request for the excess hours. If the person involved does not request such contract, assistance is provided or a vacancy created.
4. Upon request the works council receives an overview of the overtime worked within a department or group per employee per calendar quarter to be able to form an opinion about the policy pursued in respect of vacancy creation or assistance provision.

*See Explanation to overtime chapter*

**Article 8.4 Compensation scheme for the employee with full-time employment**

1. The compensation for overtime is, insofar as paragraph 3 does not provide otherwise, provided in the form of time off, equal to the number of hours of overtime work and moreover in the form of a financial reward as referred to in paragraph 2.

2. The financial reward is a percentage of the hourly wage and in fact:
  - 25% for overtime work carried out between 06:00 hours and 22:00 hours on Monday to Friday, on the understanding that in a period of seven days the number of hours to be rewarded in this way is at most five; the other hours are rewarded with 50%;
  - 50% for overtime work carried out between 22:00 hours and 06:00 hours on Monday to Friday;
  - 75% for overtime work carried out on Saturdays until 18:00 hours and on days off;
  - 100% for overtime work carried out on Saturdays from 18:00 hours, on Sundays and public holidays between 00:00 hours and 24:00 hours and on 24 and 31 December between 18:00 and 24:00 hours.

For the purpose of this article days off are understood to mean: the days, not being a Sunday of public holiday, on which the employee would not have to work according to his schedule of working hours and rest periods.

3. The right to compensation of overtime as mentioned in paragraph 1 is granted if:
  - a. the salary of the employee does not exceed the maximum amount of the salary scale of job category 60;
  - b. the salary of the employee 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 of working hours and rest periods is on average not more than six per week, to be measured over the period for which the schedule of working hours and rest periods applies;
  - c. the salary of the employee is higher than 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 of working hours and rest periods is on average not more than sixteen per week, to be measured over the period for which the schedule of working hours and rest periods applies.

*See Explanation to overtime chapter*

#### **Article 8.5 Compensation scheme for the employee with part-time employment**

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

*See Explanation to overtime chapter*

#### **Article 8.6 (Taking) compensation for overtime**

1. If the interest of the work in the employer's opinion is incompatible with granting the time off referred to in Article 8.4, the time off is converted into an amount of money, consisting of a proportional part of the salary.
2. Upon request the works council receives information on the application of the provisions in the preceding paragraph.

See Explanation to overtime chapter

### Explanation to overtime chapter

The main rule is that, if the standard working hours are exceeded occasionally, the 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 moment that the standard working hours are exceeded or within half a year it is clear that compensation in time off is not possible, Article 8.4, Article 8.6 or Article 8.5 can be applied earlier.

In Article 8.3, paragraph 1, the maximum number of overtime hours has been determined. In this respect a check against the standards of the Working Hours Act and the Working Hours Decree (Annex C) must also be made, with special attention for the employees who carry out night shifts or high-risk work.

The words "in a period of seven days" in Article 8.4 should be understood as a period of seven consecutive days on which overtime compensation at 25% applies. This implies that when the overtime work for instance starts on Monday the period of seven days runs up to and including the Tuesday of the week thereafter.

The financial reward as referred to in Article 8.4, paragraph 2, is calculated as follows:

For each hour of overtime the corresponding financial reward is established; subsequently the total of this financial reward is divided by the total number of overtime hours: the result of this is then the (fixed) amount of the financial reward per hour.

The arrangement is then as follows (Article 8.3, paragraph 1):

- in respect of the employee with a salary equal to or less than the maximum amount of the salary scale of job category 60 it applies that per quarter no more overtime work is allowed than 46.8 hours (10% of 13 weeks at 36 hours);
- 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);
- 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 06:00 hours and 22:00 hours		
	$4 \times 25\% \times 1/156$ of the salary of € 2,500	= €	16.03
4	hours of overtime on Monday between 22:00 hours and 06:00 hours		
	$4 \times 50\% \times 1/156$ of the salary of € 2,500	= €	32.05
4	hours of overtime on Saturday until 18:00		
	$4 \times 75\% \times 1/156$ of the salary of € 2,500	= €	48.08
4	hours of overtime on Sunday		
	$4 \times 100\% \times 1/156$ of the salary of € 2,500	= €	64.10
<hr/>			
16	hours	= €	160.25
1	hour	= €	10.02

**Article 9.1 Definition**

1. Irregular shifts are understood to mean work that is carried out according to the schedule of working hours and rest periods in the hours as stated in Article 9.4 insofar as not exceeding 36 hours.
2. For the employee with working hours that deviate from the full-time standard, the contractually agreed number of hours applies instead of the limit mentioned in paragraph 1.
3. If the employer considers it necessary for an employee to work an irregular shift, an allowance is awarded in accordance with the provisions of this chapter.
4. The employee also receives an irregular hours allowance when taking statutory holiday leave.

**Article 9.2 Scope of application and exempted employees**

1. The employees classified in job category 65 or lower are entitled to an allowance for working irregular shifts.
2. A pregnant employee is not instructed to work irregular hours after the third month of pregnancy, unless the employee does not object to this.
3. Night shifts are not assigned to the employee of 57 years or older, unless the employee does not object to this.
4. The employee who waives the right to be exempted from night shifts as stated in paragraph 3 receives forty hours per year. For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.

**Article 9.3 Compensation scheme for irregular shifts**

1. The compensation for irregular shifts is provided in the form of a financial reward or, if requested by the employee, in the form of time off.
2. The time off is determined by dividing the financial reward calculated under Article 9.4 by the hourly wage applying to the employee.
3. Unless this is incompatible with Sanquin's interests, the employer grants the request.
4. If the employee voluntarily decides to start his work earlier or end it later than according to the schedule of working hours and rest periods applying to him, he does not receive compensation for this within the meaning of this arrangement.

**Article 9.4 Calculation of the allowance for irregular shifts**

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

- 20% for irregular shifts during hours falling between 06:00 hours and 08:00 hours on Monday to Friday;
- 40% for hours falling between 18:00 hours and 22:00 hours on Monday to Friday;
- 43% for hours falling between 22:00 hours and 06:00 hours on Monday to Friday;
- 43% for hours falling between 00:00 hours and 06:00 hours on Saturday;
- 50% for hours falling between 06:00 hours and 22:00 hours on Saturday;
- 53% for hours falling between 22:00 hours and 00:00 hours on Saturday;
- 100% for hours falling between 00:00 hours and 24:00 hours on Sundays and public holidays and for hours falling between 18:00 hours and 24:00 hours on 24 and 31 December.

**Article 9.5 Phasing-out scheme of irregular hours allowance**

1. If the employer terminates or reduces the employee's irregular shifts or if they are terminated or reduced on medical advice without being due to the employee's own fault or

action, the latter is entitled to an allowance under the terms of the following paragraphs. Termination or reduction of the irregular shifts by the employer is also understood to mean a promotion of the employee as referred to in Article 7.1.9.

2. Conditions for the allowance mentioned in paragraph 1 are that:
  - at the moment of the termination or reduction referred to in paragraph 1 the employee has carried out irregular shifts at Sanquin uninterruptedly for at least three years;
  - it does not concern a temporary termination or reduction of the irregular shifts;
  - the difference between the salary referred to in paragraph 3, under a and b, is more than 2% of the salary under a;
  - the amount calculated in paragraph 3, under b, is less than the amount calculated in paragraph 3, under a.
3. The allowance is calculated on the difference between:
  - a. the salary increased by the allowance enjoyed on average for irregular shifts per month in the preceding twelve months and
  - b. the salary new or otherwise, increased by the possibly still to be enjoyed average allowance for irregular shifts per month. This salary is measured over a period of three months after the termination or reduction of the irregular shifts referred to in paragraph 1.
4. The difference calculated according to paragraph 3 reduced by 2% of the amount as referred to in paragraph 3, under a, is the basis for calculating the allowance. This basis remains unchanged during the period mentioned in paragraph 5.
5. During the first year the allowance amounts to 75%, during the second year to 50% and during the third year to 25% of the amount calculated according to the preceding paragraphs.

**Article 10.1 Definitions**

1. Standby duty is understood to mean an uninterrupted period of at most 24 hours during which the employee is obliged, in addition to carrying out the agreed work, to be accessible to be called up for carrying out the agreed work as soon as possible. Standby duty is assigned when a call can reasonably be expected, but it is not known at which time the call will start and how long it will take.
2. On-site standby duty is understood to mean an uninterrupted period of at most 24 hours during which the employee is obliged, in addition to carrying out the agreed work, to be present at the work place to be called up for carrying out the agreed work as soon as possible.
3. On-call duty is understood to mean a period between two successive shifts or during a break, in which the employee is only obliged to be accessible to be called up in unforeseen circumstances for carrying out the agreed work as soon as possible. On-call duty is assigned when a call is not foreseen, but the employee must be accessible for carrying out work because of unforeseen circumstances (for instance emergency situations).

**Article 10.2 Scope of application and exempted employees**

1. For employees who work in nursing and health care within the meaning of the Working Hours Decree and for medical practitioners the standards from the Working Hours Decree for these employees apply. No use is made of Article 4.8:2, paragraph 2 (customised arrangement/opt-out) of the Working Hours Decree (Annex C).
2. During the shifts mentioned in Article 10.1 it is only allowed to carry out work insofar as it cannot be postponed.
3. The employee has at least two weekends off per 28 successive days of the shifts mentioned in Article 10.1.
4. When during the standby duty shift in the hours that lie between 00:00 hours and 06:00 hours work has been carried out for more than two hours, or a call to come to Sanquin has been responded to at least twice, the employee is entitled to at least six hours uninterrupted rest following the last period of actual work. The already scheduled hours of the day shift which consequently should be earmarked as rest time are paid by the employer as if it concerned working hours.
5. No standby, on-site standby or on-call duty is assigned to the pregnant employee after the third month of pregnancy, unless the employee does not object to this (see also Article 4:5 Working Hours Act).
6. No standby, on-site standby or on-call duty is assigned to the employee of 58 years or older during the hours between 00:00 and 06:00 hours, unless the employee does not object to this.

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

1. In the event that the employee is called up during the on-site standby duty shift, a period of at least half an hour is taken as starting point for the calculation of the compensation; if this call occurs during the standby duty or on-call duty shifts, a period of at least half an hour plus the actual travel time is taken as starting point for the calculation mentioned.
2. If the work is carried for a period longer than half an hour, this period is rounded to a full hour.
3. If the work is carried for a period longer than an hour, this period is rounded up to half, respectively full hours.
4. The number of hours worked during the shifts mentioned in Article 10.1 on average per week, to be measured per quarter, is not allowed to be more than 10%:

- a. of 36 hours, if the salary of the employee does not exceed the maximum amount of salary scale 60;
  - b. of 42 hours, if the salary of the employee exceeds the maximum amount of salary scale 60, but does not exceed the maximum amount of salary scale 70;
  - c. of 52 hours, if the salary of the employee exceeds the maximum amount of salary scale 70.
5. If the percentage of 10% is exceeded, the employer will, at the request of the employee involved, either start to provide assistance or create a vacancy.
  6. If in any quarter a part-time worker works overtime for more than 10% of his contractual working hours, a contract is offered to the employee involved at his request for the excess hours. If the person involved does not request such a contract, assistance is provided or a vacancy created.
  7. Upon request the works council receives an overview of the hours worked within a department or group per employee per calendar quarter under Article 10.1 to be able to form an opinion about the policy pursued in respect of vacancy creation or assistance provision.

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

1. The employee whose salary is not higher than the maximum amount of salary scale 75 receives compensation in time off for the hours spent in standby, on-site standby and/or on-call duty shifts.
2. The compensation referred to in the preceding paragraph amounts per hour to the following 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 shift between 06:00 hours and 24:00 hours
    - on recognised public holidays : 5/18
    - on Saturdays/Sundays : 4/18
    - on other days : 2/18
  - c. on-site standby duty shift between 24:00 hours and 06:00 hours
    - on recognised public holidays : 7/18
    - on Saturdays/Sundays : 6/18
    - on other days : 3/18
3. If during a series of three consecutive periods of 28 days with due regard to the provisions in Article 10.2 the employee works standby duty and/or on-call duty shifts for more than eight weekend days, he receives in addition to the compensation mentioned 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 during standby, on-site standby and on-call duty shifts**

1. The compensation for work carried out during the shifts mentioned in Article 10.1 is, insofar as not otherwise provided by paragraph 4 and with due observance of the provisions in Article 10.4, provided in the form of time off, equal to the number of hours worked and moreover in the form of a financial reward as referred to in paragraph 2. This compensation also applies to the employee with part-time employment.
2. The financial reward is a percentage of the hourly wage and in fact:
  - 25% for work carried out between 06:00 hours and 22:00 hours on Monday to Friday, on the understanding that in a period of seven days the number of hours to be rewarded in this way is at most five; the other hours are rewarded with 50%;



- 50% for work carried out between 22:00 hours and 06:00 hours on Monday to Friday;
- 75% for work carried out on Saturdays until 18:00 hours and on days off;
- 100% for work carried out on Saturdays from 18:00 hours, on Sundays and public holidays between 00:00 hours and 24:00 hours and on 24 and 31 December between 18:00 and 24:00 hours.

For the purpose of this article days off are understood to mean the days, not being Sundays or public holidays, on which the employee would not have to work according to his schedule of working hours and rest periods.

3. The compensation as referred to in paragraph 1 is awarded, irrespective of the salary of the employee, insofar as the number of hours worked does not exceed the average of 36 hours per week, to be measured over the period for which the schedule of working hours and rest periods applies.
4. If the average mentioned in paragraph 3 is exceeded, the right to compensation is granted if:
  - a. the salary of the employee does not exceed the maximum amount of salary scale 60;
  - b. the salary of the employee 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 in excess of the working hours included in the schedule of working hours and rest periods is on average not more than six per week, to be measured over the period for which the schedule of working hours and rest periods applies;
  - c. the salary of the employee is higher than the maximum amount of salary scale 70: if and insofar as the number of hours worked in excess of the working hours included in the schedule of working hours and rest periods is on average not more than sixteen 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 in the night shift and the employee is therefore not allowed to leave the work place, he receives an on-call payment of € 5 per half hour break.

#### **Article 10.7 Meal provision and allowance for telephone expenses**

1. When carrying out on-site standby duty shifts the meals are provided by the employer free of charge. If this is not possible, the employer will provide a reimbursement on the basis of documentary evidence of at most € 7.30 for a cold meal and € 10.25 for a hot meal (as of 1 January 2018). The amounts are annually indexed to the consumer price index (cpi). From 1 July 2018 Article 11.5.1 applies to the meal provision/reimbursement during on-site standby duty shifts.
2. The employer makes a (mobile) phone available to the employee who must be accessible within the framework of standby or on-call duty shifts.
3. In respect of the employee who must use his private phone, arrangements are made about the reimbursement of the subscription costs and costs of business calls.

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

1. The time off mentioned in Article 10.4 should be granted and taken in a period of two months after performing the standby, on-site standby or on-call duty shifts, unless otherwise agreed upon between the employer and employee.
2. The time off mentioned in Article 10.5 should be granted after consultation with the employee and taken not later than in the quarter, following the quarter in which the work has been carried out, unless otherwise agreed upon between the employer and employee.
3. If Sanquin's interest in the employer's opinion is incompatible with granting time off, the time off as referred to in paragraph 1 is converted for at most half into an amount of money, consisting of a proportional part of the salary. The employee can choose to have the total time off converted into an amount of money.

4. Upon request the works council receives information on the application of the provisions in paragraph 3.
5. If the standby duty, on-site standby or on-call duty shifts are carried out on a holiday designated by the employer as referred to in Article 12.1.3, the employee remains entitled to that day.

**Article 10.9 Moving house**

1. When the employee works standby or on-call duty shifts, he will have to live in the residential area as referred to in Article 3.2.16.
2. It can be arranged in mutual consultation at the commencement of employment or during the employment that the employee will not have to move house and that the employer or employee will arrange for a space from which the standby or on-call duty shifts can be carried out.
3. If in spite of the arrangement mentioned in paragraph 2 the employee later nevertheless moves to the designated residential area, he will not receive any relocation allowance, unless an arrangement has been made about this.
4. For the relocation allowance Chapter 11, section 11.4, is referred to.

## 11.1 Commuting costs

### Article 11.1.1 Definitions and amount of allowance

1. The employee receives monthly an allowance for the costs attached to travelling once a day to and from his home and place of work, with due observance of the provisions in the following.
2. The location where the employee works most hours is considered his place of work. If that cannot be determined, the employer designates the location which applies as place of work for the employee. Each employee has one place of work. The place of work is confirmed in writing to the employee.
3. The costs as referred to in paragraph 1 are understood to mean the travelling expenses based on the lowest class of public transport and the cheapest rate, as well as the costs for using bridge, tunnel or ferry.
4. The amount of the allowance as referred to in paragraph 1 is per 1 January 2017 at most € 187.65 per month and per 1 January 2018 at most € 189.95 per month.
5. For the employee who uses private transport the allowance is, subject to the provisions in paragraph 4, fixed at the rate applying for lowest class transport by train taking into account the number of kilometres to be travelled.
6. The commuting distance between home and place of work is determined via the most common route. The employer calculates the one-way commuting distance from home to the place of work with the aid of the route planner chosen by the employer (and referred to on the Intranet). If an employee is of the opinion that the calculated number of kilometres is not correct, he can report the in his opinion correct number of kilometres supported with documentation. If the employee's report gives reason for this, the employer will use the number of kilometres reported by the employee for calculating the allowance with effect from the next month retroactively to the moment that the employee has made the report.
7. The employee who works less than five days per week receives an allowance pro rata to the number of work days.

### Article 11.1.2 Extended definition

1. The employee is granted an allowance for the costs attached to commuting from home to his place of work resulting from:
  - broken shifts with an interruption longer than 2 hours;
  - a call within the framework of a standby duty shift;
  - overtime at hours that do not follow on the normal working time;
  - on-site standby duty at hours that do not follow on the normal working time;
  - meetings that start later than one hour after the end of the normal working time.
2. For the purpose of this article travelling expenses are understood to mean: the actually incurred travelling expenses, or - if a private car is used - a compensation of € 0.30 per kilometre.

### Article 11.1.3 Extra work of part-timers

If a part-time worker works extra at the employer's request, starting point for travelling on that day – insofar as not already an allowance is received for that day – are the actually incurred expenses, or - if a private car is used - a compensation of € 0.30 per kilometre.

### Article 11.1.4 Adjustment of the amounts

The public transport rates mentioned in Article 11.1.1 are indexed at each increase of the rates of the

Dutch Railways. The maximum amount mentioned in Article 11.1.1, paragraph 4, is increased by the average price increase of the rates of the Dutch Railways.

#### **Article 11.1.5 Submitting documents**

At the employer's request the employee should submit documents from which the amount of the allowance can be determined.

#### **Article 11.1.6 Travel allowance during unfitness for work**

The travel allowance ends with effect from the first day of the month following the date on which an employee has been (fully) unfit for work for one month, unless this in view of the obligations assumed by the employee would result in unfairness. As soon as the employee has (partially) recovered, the travel allowance is again paid in proportion to the number of days for which the work has been resumed.

If the employee has resumed the work on an occupational therapeutic basis, the preceding provision also applies.

### **11.2 Travel and subsistence expenses for official travel**

#### **Article 11.2.1 Definition**

1. The employee receives a reimbursement of the travel and subsistence expenses attached to official travel.
2. Official travel is understood to mean occasional travel on the employer's instruction, within the framework of his work, from/to and staying at another location than the designated place of work.
3. The actually covered official travel kilometres are reimbursed, irrespective of whether the travel is made wholly or partly via a route for which also commuting costs are reimbursed.

#### **Article 11.2.2 Reimbursement scheme for official travel**

1. Basic principle is that official travel takes place on the employer's instruction, during working time and from the place of work.
2. Travelling expenses are reimbursed based on the lowest class public transport and the cheapest rate, or at € 0.30 per kilometre if the employee uses his private car with the employer's consent.
3. Subsistence expenses are reimbursed based on the necessarily incurred costs.
4. If the employee has a mobile job (a job in which he has to make frequent official trips, including in any case all blood collection jobs) or if the employee has no place of work, whereby it is not possible and/or reasonable to comply with the basic principle mentioned in paragraph 1, the following rules apply:
  - if and insofar as the travel time to the work address is at least 15 minutes longer than the travel time to the place of work of that day, this extra travel time is compensated;
  - the travel time is calculated with the aid of the most recent version of the route planner available on the Intranet;
  - the travel time is in principle compensated in money. The employee can indicate that he wants compensation in time. The employer agrees to this unless this is incompatible with Sanquin's interest;
  - if the employee is of the opinion that the calculated travel time is not correct, he can report the in his opinion correct travel time supported with documents; if the report gives reason for this, the employer will adjust the calculated travel time compensation.
5. If the employee is of the opinion that the number of kilometres has been incorrectly determined, he can report supported with documentation the in his opinion correct number of kilometres. If this report gives reason for this, the employer will correct the reimbursement.

### **Article 11.2.3 Submitting documents**

At the employer's request the employee should submit documents from which the amount of the reimbursement can be determined.

## **11.3 Prescribed clothing**

### **Article 11.3.1 Prescribed clothing**

If there are rules for clothing, the employer is obliged to draw up regulations in consultation with the central works council. The regulations include at least a compensation of the costs of this clothing.

## **11.4 Removal expenses**

### **Article 11.4.1 Definitions**

Family members are understood to mean the spouse, the relation partner, the employee's own children, step children and foster children who are part of his family.

Running a household of one's own is understood to mean inhabiting accommodation consisting of at least two rooms, with household effects and kitchen equipment of one's own; rooms are understood to mean living rooms, bedrooms and/or kitchen.

Annual salary is understood to mean:

- twelve times the salary of the month in which the removal takes place, with a minimum of € 2500 per month and a maximum of € 8000 per month;
- when the removal takes place before the date of employment, twelve times the salary as agreed upon as starting salary in the employment contract subject to the aforementioned minimum and maximum;
- the holiday allowance on the aforementioned amount;
- for the employee who works part time his salary is converted to a salary amount at full-time employment for determining whether the aforementioned minimum or maximum applies.

### **Article 11.4.2 Scope of application**

1. A removal allowance is granted to:
  - the employee who in connection with entering into the employment contract takes up residence in the residential area designated by the employer as referred to in Article 3.2.16;
  - the employee who during the employment is obliged to take up residence in the residential area.
2. The removal allowance is not granted if and insofar as the employee is entitled to another arrangement for compensation of removal expenses, for instance the government's migration schemes.
3. If at the same time or at almost the same time as the employee the employee's spouse or relation partner is entitled to compensation of removal expenses from the same employer, the compensation is only paid to one of the parties involved. For the calculation the highest salary is taken into account.

### **Article 11.4.3 Removal allowance and official residence**

1. Entitlement to a removal allowance exists when moving into an official residence or when leaving one, if this:
  - is connected with termination of the employment contract because of reaching the pensionable age, with receiving a bridging benefit as referred to in the regulations of the Pensioenfonds Zorg en Welzijn or because of permanent disability for carrying out one's

- duties;
  - is based on an obligation imposed by the employer other than for urgent reasons caused by the employee and for which he can be blamed.
2. If leaving an official residence is connected with the death of the employee, the members of his family are entitled to a removal allowance.

#### **Article 11.4.4 Reimbursement scheme for removal expenses**

1. For the person who runs his own household the removal allowance consists of:
  - a. compensation of the costs of transport of the employee and his family members and of the luggage and household effects to the new home, including the costs of packing and unpacking;
  - b. compensation of the rental costs of the old home to be borne by the employee up to a maximum of two months, if also rent must be paid for the new home;
  - c. compensation of other actually incurred costs arising from the removal up to a maximum of 12% of the employee's annual salary at the time of the removal;
  - d. a payment of € 45.38 for each child moving with him.
2. For the person who does not run his own household the removal allowance consists of:
  - a. compensation of the costs of transport of the luggage and the household effects to the new home, including the costs of packing and unpacking;
  - b. compensation of the rental costs of the old home to be borne by the employee up to a maximum of two months, if also rent must be paid for the new home;
  - c. compensation of other actually incurred costs arising from the removal up to a maximum of 4% of the employee's annual salary, unless the employer makes available semi-furnished accommodation.
3. In special cases, if the employee does not use the semi-furnished accommodation offered to him, the employer can grant the compensation as mentioned in paragraph 2, under c.
4. The determining factor for the amount of the removal allowance is whether the person involved does or does not run his own household on the day of employment.
5. In respect of the employee with whom an employment contract for a definite period of time has been concluded, the removal allowance stated in paragraph 1, under c, and paragraph 2, under c, of this article is – without prejudice to the provisions in Article 11.4.6 – reduced by 1/24 for each month that the employment is shorter than two years after the date of removal.

#### **Article 11.4.5 Other costs to be reimbursed**

The employee who:

- runs his own household and
- when entering into the employment contract takes up residence or is obliged by the employer during the employment to take up residence in the designated residential area and
- in spite of reasonable and demonstrable attempts does not immediately succeed in finding suitable accommodation in the residential area, receives:
  - a. during one year compensation of the daily commuting costs between his home and work based on public transport;
  - b. the boarding costs in the municipality of the employer's business location, as well as the travelling expenses to the old home once per week, when the interests of Sanquin or of the employee do not permit the employee to commute daily to and from work, this in consultation with the employer.

#### **Article 11.4.6 Repayment of removal expenses**

1. The compensation described in Article 11.4.4, paragraph 1, under c, and paragraph 2, under c, will have to be repaid if the employment contract is terminated within two years after the removal at the employee's request or as a result of urgent reasons caused by the employee

and for which he can be blamed.

2. The compensation is not repaid in case the employment contract is terminated at the employee's request on medical grounds and the employer 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, under c, and paragraph 2, under c, reduced by 1/24 for each full month that the employment contract has lasted after the day of the removal.

## **11.5 Meal allowance (with effect from 1 July 2018)**

### **Article 11.5.1 Meal allowance in case of on-site standby duty and overtime**

1. The employer will provide a meal to the employee or, if this is not possible, a reimbursement on the basis of documentary evidence of at most € 7.30 for a cold meal and € 10.25 for a hot meal (amounts of 2018):
  - if the employee is on on-site standby duty;
  - if on the employer's instructions the employee works overtime after his regular shift and this overtime after commencement turns out to be at least 2 hours whereby the employee has no opportunity to eat his meal in the usual place and time.
2. The amounts are annually indexed to the consumer price index (cpi).

## 12.1 Holidays

### Article 12.1.1 Definitions

1. Insofar as not provided otherwise or supplementary in this section, the provisions of the Civil Code in respect of holidays apply (Article 7:634 to 7:645 Civil Code). It is not allowed to depart from these statutory provisions.
2. For determining the working time, the actual number of hours' holiday taken by the employee is taken into account. If a day's 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. For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.

### Article 12.1.2 Number and accrual of holiday hours

1. The employee with full-time employment is entitled to 144 statutory holiday hours per calendar year on full pay. The employee as referred to in Article 9.2, paragraph 1, also receives an irregular hours allowance when taking statutory holiday leave.
2. The hourly wage for holiday hours taken is increased by the average percentage of irregular hours allowance over the past six months. The increase is provided on statutory holiday hours taken with a maximum of 144 hours on the basis of full-time employment.
3. The employee who before 1 January 2008 made use of Article 6.13 (55+ scheme) or 6.14 (age-related personnel policy) of the Sanquin Collective Labour Agreement 2008-2009 is entitled to 184 holiday hours per calendar year instead of 144 hours. Of these hours 144 hours are statutory holiday leave and 40 hours holiday leave in excess of the statutory entitlement.
4. Arrangements about applying the generation policy scheme as included in Article 3.4.1 of this Collective Labour Agreement can only come into force when the employee has used all his holiday hours in excess of the statutory entitlement, accrued in the period before the scheme takes effect. The accrual of holiday hours in excess of the statutory entitlement stops as soon as the generation policy scheme takes effect.
5. A month in which the employment has commenced before the 16th or ended after the 15th is considered a full calendar month for determining the holiday entitlement. If the employment commenced after the 15th of the calendar month or has ended before the 16th of the month, the accrual of holiday entitlement is pro rata.

### Article 12.1.3 Designation of days' holiday

1. The employer can decide that the employee has holiday leave on at most two work days to be designated by the employer. This leave is included in the number of hours mentioned in Article 12.1.2.
2. This article is applied in consultation with the works council. The decision concerns one or several groups of employees and is taken no later than at the end of the month of January.

### Article 12.1.4 Taking holiday hours

1. The employer is obliged to make it possible every year for the employee to take the granted holiday hours.
2. Unless the interests of the department/organisational unit where the employee involved works are incompatible with this, the holiday is granted in accordance with the employee's



- wishes.
3. The employee is at least entitled to holidays of three consecutive weeks including the preceding and following weekends.
  4. The general arrangement and spread of the holidays within Sanquin requires the consent of the (central) works council.

#### **Article 12.1.5 Change of holiday period**

1. If circumstances occur which the employer could not foresee when establishing the holiday period and due to which the operation of the organisation, organisational unit or department is put at serious risk, he can change the period he has established for the holidays.
2. In consultation with the employee the employer will establish a new holiday period.
3. The employer will compensate the damage incurred by the employee due to this change.

#### **Article 12.1.6 Unfitness for work during holidays**

If the employee reports unfit for work during his holidays, in accordance with the illness reporting regulations mentioned in Article 4.8, the sick days from the moment of reporting sick are not considered as days' holiday.

### **12.2 Personal life-course budget (PLB)**

#### **Article 12.2.1 Personal life-course budget**

1. The employee annually receives a personal life-course budget (PLB) of 57 hours.
2. When entering and leaving the employment within a calendar year the PLB is granted pro rata to the number of months of employment.
3. For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.

#### **Article 12.2.2 Basic principles of the Personal life-course budget**

1. The employer keeps the records of the PLB. When changing the employment percentage and at the end of the employment the employee receives a new overview of his accrued budget.
2. The PLB is in principle used for spending purposes in time. The staffing should be such that every employee has the opportunity to take his PLB hours. The aim of the scheme is to give the employee the possibility to use a saved budget when his stage of life give reason for this. The introduction of PLB hours intends to enhance the employee's sustainable employability.
3. For every employee it applies that arrangements are made about the use of the PLB credit. The employee makes a reasoned proposal for the use of his PLB hours. In this proposal it is worked out in greater detail in which way his sustainable employability is enhanced by the use of the PLB hours suited to his personal needs. At the employee's request the arrangements about the use of the PLB credit can include the following elements:
  - payment of the annual accrual of PLB hours. An obligation to payment is out of the question;
  - the use of PLB hours for employability oriented training and training that contributes to 'from work to work initiatives';
  - the use of PLB hours for informal care activities of the employee;
  - the wish to make use of the generation policy as included in Article 3.4.1 of this Collective Labour Agreement. Arrangements about applying the generation policy scheme as included in Article 3.4.1 can only come into force when the employee has used all his PLB hours, accrued in the period before the scheme takes effect.It can also be arranged that prior to the state pension age all PLB hours are taken in a consecutive period of at most 50 times the working time per week. This deviates from the main rule formulated in paragraph 4, final dash.
4. Leave can be taken according to the employee's own insight and wishes, subject to the

following provisions:

- the employee who wants to take a substantial leave will apply for this in writing to the employer at least four months before the date of taking the leave, stating the duration and extent of the leave;
  - the period of four months does not apply if the leave to be taken is not substantial;
  - the employer will grant the request for leave unless taking leave is incompatible with such an important interest of Sanquin, the organisational unit or the department that according to standards of reasonableness and fairness it outweighs the employee's interest;
  - prior to the (state) pension age the employee can take PLB leave for at most half of the working time of the previous calendar year.
5. The employee with working hours deviating from the full-time standard who occasionally works overtime receives in principle PLB on the hours worked extra in the form of a supplement to the hourly rate.
  6. The PLB does not lapse.
  7. Annually, at the employee's request, the PLB can be used in the multiple-option employment conditions scheme/My SanQueuze Budget (see Article 3.2.9).
  8. When paying out accrued PLB hours their value is the then applying hourly wage.
  9. In the case of illness/unfitness for work the accrual of the PLB continues for at most six months. To determine these six months, periods that follow on each other with an interruption of less than four weeks are added up.
  10. Accrued leave does not lapse during illness/unfitness for work.

#### **Article 12.2.3 Transitional regime for 45 years and older**

1. The transitional regime only applies to the employee who was employed by Sanquin on 1 January 2009.
2. Supplementary to Article 12.2.1, paragraph 1, the employee who on 31 December 2009 is 45 years of age, but not yet 50, and has been employed for 10 years in the health care sector (scope of PfZW) or at Sanquin and/or its legal predecessors, receives in the month in which he becomes 55 years old a one-off contribution of 200 hours to the PLB.
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, annually receives a PLB of 187 hours;
  - is 54 years of age, annually receives from the first of the month in which he becomes 55 a PLB of 172 hours;
  - is 53 years of age, annually receives from the month in which he becomes 55 a PLB of 157 hours;
  - is 52 years of age, annually receives from the month in which he becomes 55 a PLB of 142 hours;
  - is 51 years of age, annually receives from the first of the month in which he becomes 55 a PLB of 122 hours;
  - is 50 years of age, annually receives from the first of the month in which he becomes 55 a PLB of 102 hours;
4. Contrary to Article 12.2.1, paragraph 1, and contrary to paragraph 3 of this article, the employee of 55 years or older who is entitled to 184 hours holiday (Article 12.1.2, paragraph 3) and who on 31 December 2009:
  - is 55 years or older, annually receives a PLB of 165 hours.

### **12.3 Leave**

#### **Article 12.3.1 Definitions**

1. a. In this arrangement paid leave is understood to mean the number of hours in the employee's working time and rest periods scheme to be taken under this arrangement

- during which no work has to be carried out. These hours are taken into account when determining the total working time.
- b. In this arrangement unpaid leave is understood to mean the right to be free of all duty. The unpaid leave granted under this arrangement is not taken into account when determining the total working time.
2. For the purpose of this section the children living in the employee's family for whom an adoption application has been submitted are regarded as children of the employee.
  3. This section applies by analogy to the employee who is a member of a religious community. In that case a priesthood ordination jubilee is considered equal to a wedding.
  4. For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.

#### **Article 12.3.2 Premiums during unpaid leave**

1. The premiums to be paid over the period of unpaid leave as referred to in Article 12.3.5 at the employer's expense can be recovered from the employee.
2. On the conditions as included in the pension scheme regulations, the employee can voluntarily continue the pension insurance during the period of the extension of the maternity leave, during parental leave and life-course leave. Contrary to paragraph 1, the employee receives the established employer's contribution to the pension premium based on the chosen level of continuation.
3. If during the period of extended maternity leave or during parental leave the employee continues or takes out the basic supplementary IZZ health cost insurance, the employee receives, contrary to paragraph 1, the established employer's contribution to the premium.
4. Paragraphs 2 and 3 only apply if after the unpaid leave the employee will continue the employment for at least six months. When terminating the employment within this period the employee will repay the part of the premium borne by the employer in the period of unpaid leave.

#### **Article 12.3.3 Paid leave in connection with a special events**

1. The employer enables the employee to take part in the events mentioned hereinafter for the period stated at those events. If needed, the employer grants paid leave for this:
  - a. the employee's removal on the employer's instructions: two days;
  - b. marriage or registration of partnership of one of the members of the employee's family: one day;
  - c. marriage or registration of partnership of blood relatives in the first and second degree of the employee, of his spouse or relation partner: one day;
  - d. 25 and 40 year marriage anniversary of the employee: one day;
  - e. 25, 40, 50, 60 year marriage anniversary of parents or foster parents of the employee, his spouse or relation partner: one day;
  - f. 25 and 40 year service anniversary of the employee: one day.
  - g. administrative and ministerial committees in the field of health care: one day.
2. For the events mentioned in paragraph 1 it applies that the employee must report fourteen days before the event to the employer that he wishes to attend the event, and the pro-rata principle is not applied.
3. If the employee gets married or in any other way starts to cohabit, by notarial deed or municipal or church registration, 14.4 hours of paid leave are granted. The employer has to grant the leave hours only once, so long as it concerns the same cohabitation.
4. In those cases in which in connection with a visit to a doctor or dentist the employee has in reason not been able to make an appointment outside the established working hours, the employer grants paid leave to the employee.

## Family relation chart

	person involved			
first degree	parent		child	
second degree	grandparent	brother/sister	grandchild	
third degree	great-grandparent	uncle/aunt	nephew/niece	great-grandchild
fourth degree		cousin		

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

1. The employer enables the employee to participate in meetings and sessions of public law bodies to which the employee has been elected and appointed.
2. If participation results in absence during the working hours included in the working hours scheme, paid or unpaid leave is granted. The choice between paid or unpaid leave is annually made in consultation between the employer and employee.
3. When choosing for paid leave, the employer claims the compensation which the employee receives for the work arising from the post for which leave has been granted.

### Article 12.3.5 Other leave possibilities

The employer can grant the employee paid or unpaid leave.

### Article 12.3.6 Denial of leave

If in Sanquin's interest it can in reason not be required from the employer to grant leave at a certain time, such leave will be (partially) refused after consultation with the employee.

## 12.4 Work and care

### Article 12.4.1 General

1. Insofar as not provided otherwise or supplementary in this section, the provisions of the Work and Care Act apply. For adoption leave, foster care leave, short-time care leave and parental leave no deviating provisions have been included.
2. For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.

### Article 12.4.2 Pregnancy and maternity leave

Supplementary to the Work and Care Act the following provisions apply.

1. During the period of pregnancy and maternity leave the employee is entitled to a benefit from the Employee Insurance Administration. The employer supplements the benefit to the time-based wage established for the employee.
2. Following on the maternity leave the employer grants the employee at her request at most four weeks of unpaid leave. No later than three months before the probable date of the childbirth an arrangement will be made about this.

### Article 12.4.3 Paternity leave

Contrary to the Work and Care Act the employee is entitled to 28.8 hours of paid leave after his wife or relation partner has given birth.

#### **Article 12.4.4 Long-time care leave**

Supplementary to the Work and Care Act the following provisions apply.

1. The employee is entitled to paid leave for necessary home nursing or home care to be provided by him in the event of terminal or palliative care of:
  - his spouse or relation partner;
  - a child living at home, a child of the spouse or relation partner living at home, an adopted child or foster child whereby in accordance with statements from the municipal personal records database the latter lives at the same address as the employee and is permanently cared for and brought up by him in his family;
  - a parent of the employee living at his home.
2. The leave is a consecutive period of at most eleven weeks. The holiday entitlements accrued in this period are considered to have been taken in this period.

#### **Article 12.4.5 Contingencies 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. Very special personal circumstances are for instance understood to mean illness in the employee's family.
2. At the death of:
  - a blood relative or relative by marriage in the direct line of descendants;
  - a brother or sisterof the employee and/or his spouse or relation 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:
  - his spouse or relation partner;
  - a (foster) child;
  - a (foster) parent;of the employee and/or his 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 of application**

1. The employee who has been appointed for an indefinite period of time and is dismissed because of:
  - reduction or termination of the work; or
  - reorganisation; or
  - incompetence or unsuitability for the duties to be performed which is not due to his own fault or actionis offered an activation scheme by the employer with effect from the day following on 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 amounting to the statutory transition allowance and a supplement to the benefit under the Unemployment Insurance Act. The activation budget is at least € 5000 in case of full-time employment. For the employee with working hours deviating from the full-time standard the pro-rata principle is applied.
3. In case of incompetence the employee should have been employed for fifteen years or longer at the employer. Incompetence is not understood to mean unfitness for work.
4. The activation scheme is only offered if the employee is entitled to a benefit under the Unemployment Insurance Act as a result of dismissal for one of the reasons mentioned in paragraph 1.
5. In respect of the employee who was already dismissed before 1 July 2015 and to whom the Redundancy Pay Scheme from earlier Collective Labour Agreements was applied or to whom promises had already been made under the redundancy pay scheme, the redundancy pay scheme applies and existing promises are honoured. The activation scheme does not apply to these employees.

### **Article 13.2 Activation budget**

1. The purpose of the activation budget is to support the employee in finding other work.
2. In consultation with the employee the budget can be used before dismissal as referred to in Article 13.1 is at issue.

### **Article 13.3 New employment contract with another employer**

1. The employee declared redundant who terminates his employment contract by consent before the formal dismissal date in order to accept a job with another employer is entitled, contrary to Article 13.1, to the supplement to the unemployment benefit, if he becomes unemployed within the period applying to him as referred to in Article 13.4 and unemployment benefit is granted to him. The period that the supplement is received, as referred to in Article 13.4, is reduced by the duration of the new employment contract.
2. The employer can also grant an activation budget.

### **Article 13.4 Duration of the supplement to the unemployment benefit**

1. The employee who is dismissed for one of the reasons mentioned in Article 13.1 and is entitled to a benefit under the Unemployment Insurance Act receives a supplement to the unemployment benefit.
2. The duration of the supplement is three months and is increased by one month for each full year of service that the employee has been employed for more than three years, with a maximum of 38 months.
3. For the employee who has been employed for fifteen years or longer at the employer the duration of the supplement is increased by two months, on the understanding that the maximum duration of the supplement is 38 months.

4. For determining the number of years of service as referred to in paragraph 2 all full months taken together are included that have been spent consecutively in the employment of institutions affiliated with the Netherlands Association of Hospitals, the Federation of Healthcare Organisations in the Netherlands or their legal predecessors, as well as in the employment of Sanquin and its legal predecessors.
5. If the duration of the unemployment benefit period is shorter than the period that the supplement is paid as referred to in paragraphs 2 and 3, the employee receives the benefit from the employer.
6. For the employee who within five years after the date of dismissal will reach the state pension age and on the date of dismissal has moreover been employed at Sanquin for at least ten years, the duration of the supplement is extended until that age is reached. After expiry of the unemployment benefit period, the supplement is paid on the basis of the employee's benefit under the Older Unemployed Persons Income Act. 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 stated in Article 13.4, paragraphs 2 and 3, and during the first six months is equal to the amount of the last-enjoyed salary. During the next three months to 80% of the salary. During the next 24 months to 75% and subsequently for five months to 70% of the salary. For the employee who satisfies 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 wage trends of the Collective Labour Agreement.

#### **Article 13.6 Employee's obligations**

1. Immediately after having been given notice of dismissal the employee is obliged to register as a jobseeker with the Employee Insurance Administration.
2. The employee is obliged to make use of the opportunity offered to him to acquire income from work or business, unless he shows that such obligation cannot in reason be required from him.
3. The employee is obliged to immediately report to the employer the amount of the income from work or business and the amount enjoyed in benefits on account of a statutory provision. When asked, he should provide all desired information and documentary evidence.

#### **Article 13.7 Reduction of the activation scheme**

1. Income from work (employment contract) or business, as well as benefits on account of the Sickness Benefits Act, Occupational Disability Insurance Act, Work and Income (Capacity for Work) Act, Work and Employment Support (Young Disabled Persons) Act and Invalidity Insurance (Self-Employed Persons) Act are deducted from the supplement to the unemployment benefit. If this income is higher than the unemployment benefit, the remaining part is deducted from the amount which the employee monthly receives as supplement to the unemployment benefit under Article 13.5, paragraph 1.
2. If the unemployment benefit is cut because of a sanction/penalty, 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 mentioned in Article 13.1, paragraph 1, the entitlement to the unemployment supplement is restored (Article 13.5).
4. The total duration of the unemployment supplement is reduced by the duration of this new employment contract.

### **Article 13.8 Termination of the supplement to the unemployment benefit**

1. The supplement to the unemployment benefit ends:
  - with effect from the day following the day on which the employee has died;
  - with effect from the day on which the employee reaches the state pension age;
  - when the employee claims a disability pension in accordance with the regulations of the Pensioenfonds Zorg en Welzijn, on account of the employment from which the entitlement to the activation scheme has arisen;
  - if the employee fails to fulfil the obligations imposed on him in Article 13.6;
  - if the benefit under the Unemployment Insurance Act or any of the other benefits mentioned in Article 13.7, paragraph 1, is stopped, because the employee does not do everything that is necessary for acquiring any of these benefits.

Pending appeal proceedings pursuant to the statutory provisions mentioned, the supplement to the unemployment benefit is suspended.

2. The employer can declare the supplement to the unemployment benefit to be cancelled if:
  - the former employee insufficiently cooperates in a medical examination for the purpose of applying for a disability pension or a statutory disability benefit;
  - the former employee can be deemed to have permanently taken up residence abroad.

### **Article 13.9 Death benefit**

In the event of the employee's death, the employer provides a benefit to his surviving relatives. The benefit is equal to the supplement to the unemployment benefit that would have been paid for the first three months following the month of death.

### **Article 13.10 Payment of the activation budget**

1. The supplement to the unemployment benefit is paid monthly subject to the provisions in Article 7.1.4.
2. The activation budget is paid at the end of the employment.
3. A cumulation of a severance payment, a severance arrangement or an allowance resulting from the law and the activation budget as referred to in Article 13.1, paragraph 1, is out of the question.

### **Article 13.11 Pension during the unemployment benefit period**

The employee who chooses to continue his participation in the Pensioenfonds Zorg en Welzijn during the unemployment benefit period receives a contribution from the employer amounting to 50% of the premium payable.

### **Article 13.12 Special arrangement**

1. The employee who will reach the state pension age within five years after the date of dismissal and moreover on the date of dismissal has been employed at Sanquin for at least ten years has the choice to make use of Article 13.4, paragraph 6, or to accept the offer to remain in the employment of the employer until reaching state pension age.
2. In the period until the end of the employment the employee receives the statutory minimum wage and remains available for all work of the employer he can in reason be charged with.
3. The activities carried out are performed at the wage value of the activities performed. When carrying out work the employee receives the income that exceeds the minimum wage.



### **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.

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 applies 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 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 Working Hours Act applies in full. In addition, the medical specialist is partly 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 Working Hours Act 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 Working Hours Act). This overview only includes the standards for employees of 18 years and older. For employees younger than 18 years stricter rules apply.

<b>Sunday work</b>			
<b><i>standards for employees ≥ 18 years</i></b>	<b><i>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</i></b>	<b><i>particulars (Working Hours Decree)</i></b> <i>(c) = collective arrangement needed</i> <i>(a) = only for Nurses &amp; Care workers</i> <i>(b) = only for doctors</i>	<b><i>different arrangements in Collective Labour Agreement</i></b>
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 Ch.6, Article 6.6



minimum rest periods			
<i>standards for employees <math>\geq</math> 18 years</i>	<i>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</i>	<i>particulars (Working Hours Decree)</i> <i>(c) = collective arrangement needed</i> <i>(a) = only for Nurses &amp; Care workers</i> <i>(b) = only for doctors</i>	<i>different arrangements in Collective Labour Agreement</i>
daily uninterrupted rest period	11 hours per 24 hours 1x per period of 7x24 hours to be 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 period of 7x24 hours, or 72 hours per period 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			
<i>standards for employees <math>\geq</math> 18 years</i>	<i>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</i>	<i>particulars (Working Hours Decree)</i> <i>(c) = collective arrangement needed</i> <i>(a) = only for Nurses &amp; Care workers</i> <i>(b) = only for doctors</i>	<i>different arrangements in Collective Labour Agreement</i>
working time per shift	12 hours		collective arrangement Ch.6, Article 6.7, paragraph 1: - 10 hours; - 12 hours including overtime

working time per week	60 hours		collective arrangement Ch.6, Article 6.7, paragraph 3: <i>this standard cannot be deviated from to the detriment of the employee</i>
working time per 4 weeks	on average 55 hours per week		collective arrangement Ch.6, Article 6.7, paragraph 5: <i>this standard cannot be deviated from to the detriment of the employee</i>
working time per reference period	per 16 weeks on average 48 hours per week		collective arrangement Ch.6, Article 6.7, paragraph 5: <i>this standard cannot be deviated from to the detriment of the employee</i>

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

<b>standards for employees <math>\geq</math> 18 years</b>	<b>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</b>	<b>particulars (Working Hours Decree)</b> <i>(c) = collective arrangement needed (a) = only for Nurses &amp; Care workers (b) = only for doctors</i>	<b>different arrangements in Collective Labour Agreement</b>
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 Ch.6, Article 6.7, paragraph 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 Ch.6, Article 6.7, paragraphs 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 Ch.6, Article 6.7, paragraph 3: <i>this standard cannot be deviated from to the detriment of the employee</i>
maximum working time per 4 weeks	on average 55 hours per week		collective arrangement Ch.6, Article 6.7, paragraph 5: <i>this standard cannot be deviated from to the detriment of the employee</i>

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 Ch.6, Article 6.7, paragraph 6: <i>this standard cannot be deviated from to the detriment of the employee</i>
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		collective arrangement Ch.6, Article 6.8: <ul style="list-style-type: none"> <li>- <i>at most 5 consecutive night shifts or</i></li> <li>- <i>at most 7 if not more than 43 per 16 weeks</i></li> <li>- <i>these standards cannot be deviated from to the detriment of the employee</i></li> </ul>
	or at most 38 hours of work between 00:00 hours and 06:00 hours per 2 weeks		
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			
<b>standards for employees <math>\geq</math> 18 years</b>	<b>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</b>	<b>particulars (Working Hours Decree)</b> <i>(c) = collective arrangement needed (a) = only for Nurses &amp; Care workers</i>	<b>different arrangements in Collective Labour Agreement</b>
working time per shift > 5 1/2 hours	at most 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 break if nature of work makes this necessary	see also Ch.6, Article 6.5  see also Ch.10, Article 10.6
working time per shift > 10 hours	at most 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	<b>(c) standby duty</b> (at most 24 hours)	
<b>standards for employees <math>\geq</math> 18 years</b>	<b>standards of the simplified Working Hours Act</b> (no collective arrangement required, unless stated otherwise)	<b>particulars (Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care	<b>different arrangements in Collective Labour Agreement</b>
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	

<p>maximum working time per reference period (with on-call between 00:00 hours and 06:00 hours)</p>	<p>per 16 weeks on average 48 hours per week</p> <p>if in 16 weeks there is 16 times or more on-call duty between 00:00 hours and 06:00 hours:  (paragraph 5) at most on average 40 hours per week, or  (paragraph 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</p>	<p>per 16 weeks on average 48 hours per week</p> <p>ditto except:  (c) (b) per 16 weeks on average 48 hours per week</p>	<p>see also Ch.10, Article 10.2, paragraph 4</p>
<p>minimum working time in case of call during on-call duty shift</p>	<p>1/2 hour</p>		

		<b>(c) on-site standby duty *</b> (at most 24 hours)	
<b>standards for employees <math>\geq</math> 18 years</b>	<b>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</b>	<b>particulars (Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care workers (b) = only for doctors	<b>different arrangements in Collective Labour Agreement</b>
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 time 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 1x to 8 hours, while equally extending the next rest period)**	
maximum working time per 26 weeks		on average 48 hours per week (1248 hours)	collective arrangement Ch.6, Article 10.2, paragraph 1: <i>Article 4.8:2, paragraph 2, Working Hours Decree (customised arrangement/opt-out) is not made use of</i>

\* 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 organising 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	
<b>standards for employees <math>\geq</math> 18 years</b>	<b>standards of the simplified Working Hours Act (no collective arrangement required, unless stated otherwise)</b>	<b>particulars (Working Hours Decree)</b> (c) = collective arrangement needed (a) = only for Nurses & Care workers (b) = only for doctors	<b>different arrangements in Collective Labour Agreement</b>
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	

## 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.

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
- Aceptable
- 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/sector-en-cao/alle-sectoren/zorg-en-welzijn/>

**CNV Zorg & Welzijn, part of CNV Connectief**

Website <https://www.cnv.nl/>

**Sanquin Blood Supply**

Website [www.sanquin.nl](http://www.sanquin.nl)

## Annex I Abbreviations and concepts used

Occupational Health & Safety Act	=	Arbeidsomstandighedenwet
Working Hours Decree	=	Arbeidstijdenbesluit
Working Hours Act	=	Arbeidstijdenwet
Individual Health Care Professions Act (BIG Act)	=	Wet op de Beroepen in de Individuele Gezondheidszorg (BIG)
Civil Code	=	Burgerlijk Wetboek
FWG	=	Health Care Job Evaluation
IZZ	=	IZZ health insurance scheme
LCFH	=	FWG® National Reclassification Committee
PfZW	=	Pensioenfonds Zorg en Welzijn (Pension Fund for the Care and Welfare Sector)
PLB	=	Personal Life-stage Budget
SCC	=	Sanquin Complaints Committee FWG
Employee Insurance Administration	=	Uitvoeringsinstituut Werknemers Verzekeringen
Occupational Disability Insurance Act	=	Wet op de arbeidsongeschiktheidsverzekering (WAO)
Return to Work (Partially Disabled) Regulations	=	Werkhervatting Gedeeltelijk Arbeidsongeschikten
WHAW (Working Time and Recovery in case of Special Working Hours)	=	Werktijd en Herstel bij Afwijkende Werktijden
Work and Income (Capacity for Work) Act	=	Wet Werk en Inkomen naar Arbeidsvermogen (WIA)
Works Councils Act	=	Wet op de Ondernemingsraden
Unemployment Insurance Act	=	Werkloosheidswet (WW)
Sickness Benefits Act	=	Ziektewet
Working Beyond State Pension Age Act	=	Wet werken na de AOW-gerechtigde leeftijd
Work and Employment Support (Young Disabled Persons) Act	=	Wet arbeidsongeschiktheidsvoorziening jonggehandicapten (Wajong)
Invalidity Insurance (Self-Employed Persons) Act	=	Wet arbeidsongeschiktheidsverzekering zelfstandigen (WAZ)
Supplementary Benefits Act	=	Toeslagenwet
HIRA	=	Hazard Identification and Risk Assessment