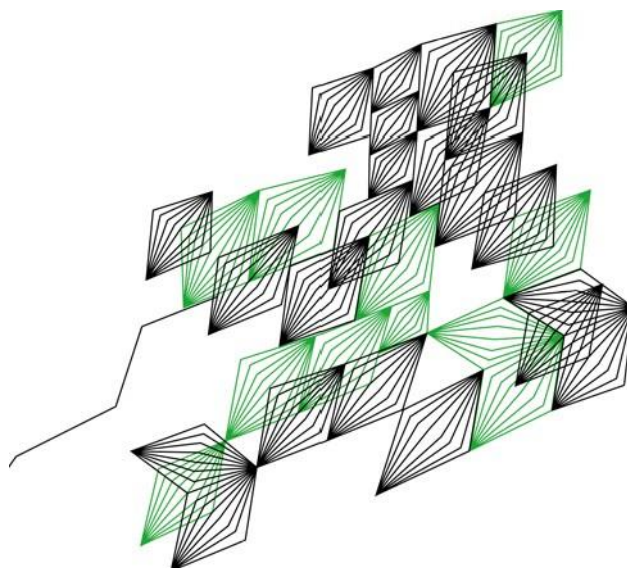


LEAVE REGULATIONS UNIVERSITY OF TWENTE



Section 1 General

Article 1 Definitions

In these regulations the following is understood to mean:

- a. *Administrator*: the person who according to the university's Management and Administrative Regulations is charged with the administration of a unit.
- b. *Remuneration*: the sum of the salary and the allowances set for the staff member in accordance with the provisions of the Collective Labour Agreement Dutch Universities (CAO NU).
- c. *Board*: the Executive Board of the university.
- d. *Unit*: an administrative unit according to the Management and Administrative Regulations.
- e. *Partner*: the person with whom the staff member is married or, according to statements of the municipal personal records database has been living together at the same address over a period of at least 6 months; over any one period, only one person can be considered as partner.
- f. *Staff member*: the person who is employed by the university, with the exception of the person who has been appointed at UT Flex.
- g. *Place of employment*: the place where the staff member ordinarily performs his activities.
- h. *University*: the University of Twente.
- i. *Holiday leave*: the basic entitlement as referred to in article 2 paragraph 3 of these regulations, in accordance with article 2 paragraph 4 up to and including 14.
- j. *Full-time employment*: employment of 38 hours per week.

Section 2 Holiday leave

Article 2 Entitlement to holiday leave

- 1. The staff member is entitled to annual holiday leave with retention of his remuneration.
- 2. The entitlement to holiday leave is expressed in whole hours. If necessary, rounding-up takes place.
- 3. The basic entitlement to holiday leave is 232 hours per calendar year in case of full-time employment.
- 4. If the staff member was born before 1 January 1950 and has been employed without interruption by an employer affiliated with the ABP since 1 April 1997, then the basic entitlement to holiday leave in case of full-time employment is lowered to 216 hours per calendar year.

- 5.** The staff member who on 31 December 2012 had an employment contract with the university and on the said date, based on this employment contract, was entitled to extra age-related leave, retains this entitlement until 1 January 2018 if, from 31 December 2012, he continues to be in the university's employment for an uninterrupted period of 6 months. The number of hours of age-related leave will not increase after 31 December 2012.
Staff members who entered the employment of the university on or after 1 January 2013, are not entitled to age-related leave.
- 6.** For participants in a senior employees scheme the entitlement to holiday leave laid down in that scheme is applicable.
- 7.** The staff member who works part-time is entitled to a pro rata part of the entitlement to holiday leave referred to in paragraphs 3 up to and including 6.
- 8.** In the context of flexible working hours a staff member in full-time employment who actually works 40 hours per week, is entitled to 96 extra hours of leave on an annual basis. If in the context of flexible hours the staff member in full-time employment has chosen the option of working 36 hours per week, on an annual basis the basic entitlement will be reduced by 96 hours of leave. When the staff member is (partially) ill for a period longer than 6 months, the entitlement to extra hours of leave or the reduction of the basic entitlement corresponding with the flexible working hours will end.
- 9.** In case of commencement of employment or resignation/dismissal in the course of a calendar year, the entitlement to holiday leave is established in proportion to the duration of employment in that calendar year.
- 10.** If the extent of the employment of the staff member changes, the entitlement to holiday leave over the remaining part of the calendar year in hand is redetermined. The entitlement acquired up to the date of the altered extent of employment is retained.
- 11.** Over the calendar months in which the staff member does not work at all, he is not entitled to holiday leave. Except for the situations referred to in paragraph 13.
- 12.** Over the calendar months in which the staff member performs part-time employment, he is only entitled to holiday leave in proportion to the hours actually worked. Except for the situations referred to in paragraph 13.
- 13.** If the staff member does not work full-time or part-time on account of:

 - a.** having taken up holiday leave;
 - b.** being incapacitated as a result of illness whilst being entitled to full or partial continued payment of wages;
 - c.** pregnancy and maternity leave;
 - d.** educational leave in accordance with the UT Paid Educational Leave Regulations (*Regeling betaald educatief verlof UT*);
 - e.** study leave;

the entitlement to holiday leave will not be curtailed.
- 14.** In case of suspension or non-activity during a period of 30 calendar days after commencement of the suspension or non-activity the staff member retains his entitlement to holiday leave. If the suspension or non-activity lasts longer, the staff member is not entitled to holiday leave over the period of suspension or non-activity after these 30 days.

Article 3 Taking up holiday leave

- 1.** The staff member takes up the holiday leave in the calendar year in which the entitlement to the leave came about. The superior enables the staff member to do so, with due observance of paragraph 7.
- 2.** The staff member who has been employed a full calendar year, within that calendar year can take up as holiday leave in total at least four times the weekly working hours established for him. In case of commencement of employment or resignation/dismissal in the course of a calendar year, a minimum taking up of holiday leave applies in proportion to the duration of employment in that calendar year.
- 3.** If the staff member does not take up his total leave credit in the year in which he built up the credit, to avoid problems in the operations and/or the occurrence of leave reservoirs he shall timely make arrangements with his superior on how he will take up this leave, with due observance of paragraph 2. This arrangement will be recorded in writing and is binding.
- 4.** If the staff member has not made any arrangements on taking up holiday leave as referred to in paragraph 1 or 3 by 1 July of any calendar year, the administrator in consultation with the superior can set a holiday period in that calendar year of a maximum of four times the weekly number of hours set for the staff member. The administrator shall confirm this decision to the staff member in writing.
- 5.** Holiday leave is taken up over uninterrupted periods of at least one hour.
- 6.** The staff member applies for holiday leave via the web application 'Leave registration'.
- 7.** An application for holiday leave is granted, unless this is inconsistent with the interests of the unit.
- 8.** The staff member can reconsider his intention to take up holiday leave, or may prematurely end his holiday leave, unless this is inconsistent with the interests of the unit. The administrator may subsequently decide to add hours holiday leave already taken up to the credit.
- 9.** The administrator can allow a staff member to take up more hours holiday leave in a calendar year than he is entitled to up to and including the current calendar year.
- 10.** The holiday leave enjoyed in excess in any one calendar year is deducted from the entitlement to holiday leave over the next calendar year.
- 11.** No deviating provisions on the take-up of holiday leave apply to the (partially) ill staff member. An exception is in place for the staff member who is unable to perform labour for medical reasons nor has any other usable options to return to work. In any assessment of this the occupational physician will have an advisory role.
- 12.** If the interest of the unit so requires, the administrator can decide that the staff member will not take up his holiday leave. This can be done both before and during the holiday leave. If the staff member consequently suffers a financial loss, he will be fully compensated for this loss.

Article 4 Carrying over holiday leave to the next calendar year

- 1.** The staff member who has not taken up his total outstanding leave at the end of a calendar year, can carry over the remaining outstanding leave to the next calendar year.
- 2.** The staff member can only carry over hours leave to a next calendar year if taking up leave has been recorded in the current calendar year in the web application 'Leave registration'.
- 3.** The staff member shall take up all the hours of leave that he carries over to the next calendar year before the end of that next calendar year. Leave hours that have not been taken up within 12 months after the last day of the calendar year in which the entitlement to these hours was built up, will lapse. This can only be deviated from if and to the extent that the staff member has made written arrangements with the Executive Board about the take-up of the hours of leave carried over within a maximum period of 5 years after expiry of the calendar year in which the entitlement to these hours came about.

Article 5 Termination of employment and holiday leave

- 1.** In the event of termination of the employment the staff member will take up the remaining outstanding leave to the extent possible. If the staff member according to the web application 'Leave registration' is still entitled to holiday leave, he is entitled to having these hours paid out up to an amount of the remuneration per hour that the staff member enjoyed immediately prior to the termination of the employment.
- 2.** The payment in case of full-time employment is calculated over a maximum of 120 hours. If the employment is for less than 38 hours per week, the maximum is in proportion to the extent of the employment. This can only be deviated from in favour of the staff member if:
 - a.** the staff member demonstrably has not been given the opportunity to reduce his leave credit in time;
 - b.** dismissal is involved based on full and permanent disability due to illness.
- 3.** If the staff member enjoyed too much holiday leave, for each hour of holiday enjoyed in excess he is due to pay an amount to the level of the remuneration per hour which he received immediately prior to his resignation/dismissal. Settlement takes place upon the financial settlement of the resignation/dismissal.
- 4.** In the event of death of the staff member the remaining leave credit will be paid to descendants who are entitled to a death benefit as referred to in article 7.6 Collective Labour Agreement of Dutch Universities.
- 5.** In case of dishonourable discharge, no payment of any remaining holiday leave takes place.

Section 3 Leave on public holidays

Article 6 Leave on public holidays

1. On the following public holidays the staff member enjoys leave without loss of salary if and in so far as these public holidays fall on a working day for the staff member: New Year's Day, Good Friday, Easter Monday, the national holiday on which the birthday of the King is celebrated, Liberation Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day.
2. In the unit's interest it can be necessary that a staff member works on the days referred to in paragraph 1. The administrator decides on this. The administrator gives the staff member the opportunity to take up as hours of leave the hours worked on these days or to compensate these at another moment.
3. The staff member on continuous shift work, is compensated in hours for the public holidays which are not on a Saturday or Sunday in a calendar year. This compensation ceases to be applicable if and in so far the staff member is ill on the public holidays concerned.
4. If a staff member works on secondment elsewhere, he is subject to the arrangements of the institute/company where he works, unless otherwise agreed.

Section 4 Short-term leave

Article 7 Meetings of and activities for public boards

1. The administrator grants leave without loss of salary for attending meetings and hearings of public boards and for carrying out any activities arising from this. The administrator grants the leave only if this is not inconsistent with the interests of the unit.
2. If the staff member receives a fixed fee from the activities as referred to in paragraph 1, an amount is withheld from his salary for the number of hours for which leave has been granted. This withholding is never more than the hourly fee the staff member receives for the public function.

Article 8 Moving house

1. In case of moving house the staff member is entitled to leave without loss of remuneration if this removal is related to his taking up employment with the university. The leave is 2 calendar days.
2. In case of a removal due to a posting to another place of employment, the leave amounts to:
 - a. for searching other accommodation: a maximum of 2 calendar days;
 - b. for the removal itself: 2 calendar days.

Article 9 Family circumstances

- 1.** The staff member is entitled to leave without loss of salary:
 - a.** for his marriage: 5 calendar days;
 - b.** for attending a marriage of relations by blood or affinity in the first and second degree: 1 calendar day in the event the celebration takes place on a working day of the staff member;
 - c.** in case of death of the partner: the day of the partner's death up to and including the day of the funeral or cremation;
 - d.** in case of death of relations by blood or affinity:
 - in the first degree: a maximum of 4 calendar days;
 - in the second degree: a maximum of 2 calendar days;
 - in the third and fourth degree: the time required for attending the funeral, with a maximum of 1 calendar day;
 - e.** in case of death of the person who lives together with the brother or sister of the partner: a maximum of 1 calendar day;
 - f.** if the staff member is charged with arranging the funeral and/or estate in connection with the death of a relation by blood or affinity in the first and second degree: a maximum of 4 calendar days;
 - g.** in case of childbirth by his partner: a maximum of 2 calendar days;
 - h.** in case of wedding anniversaries:
 - of himself at 25 and 40 years: 1 calendar day in the event the celebration takes place on a working day of the staff member;
 - of his (step)parents or the (step)parents of his partner at 25, 40, 50 and 60 years: 1 calendar day in case the celebration takes place on a working day of the staff member.
- 2.** If the staff member is not married but lives together with a partner in the sense of Article 1 sub e, the provisions laid down in paragraph 1 sub b and d are applicable by analogy.

Article 10 Calamities

- 1.** The staff member who due to a calamity is unable to carry out his activities, is entitled to urgent leave as referred to in the Work and Care Act.
- 2.** Per calendar year a maximum of 2 calendar days urgent leave is granted without loss of remuneration.

Article 11 Caring for close relatives

- 1.** With due observance of the provisions of the Work and Care Act the administrator in the event of illness of a close relative of the staff member for whom home nursing and personal care is required, can grant the staff member leave, whether or not without (partial) loss of remuneration.
- 2.** A close relative is understood to mean: the partner, (step)parents, (step)parents of the partner and the (step)children of the staff member, as well as those with whom the (step)children of the staff member are married or live together in the sense of article 1 sub e.

Article 12 Other short-term leave

- 1.** Upon a staff member's request the administrator can grant a staff member short-term leave in other cases than referred to in this section.
- 2.** The leave can be granted with or without (partial) retention of remuneration.

Section 5 Long-term leave

Article 13 Maternity leave

- 1.** In connection with her delivery the female staff member is entitled to maternity leave. The total length of this leave is at least 16 weeks, of which invariably 10 weeks after delivery.
- 2.** The staff member may take up the maternity leave in a flexible way, until 4 weeks before the probable date of delivery (the pre-birth maternity leave) at the latest, but no sooner than 6 weeks before this date.
- 3.** If a delivery takes place before the probable date of delivery, the pre-birth maternity leave planned but not yet taken up is added to the maternity leave after delivery.
- 4.** If a delivery takes place later than the probable date of delivery, the pre-birth maternity leave is extended until the actual date of delivery.
- 5.** Paragraphs 3 and 4 of this article are applicable by analogy if a flexible take-up of the maternity leave has been opted for.
- 6.** If the staff member is absent on account of illness in the period of 6 weeks prior to the probable date of delivery, formally this is considered maternity leave.

Article 14 Adoption leave

- 1.** In case of adoption the staff member is entitled to 4 consecutive weeks of leave without loss of remuneration, to be taken up in the period determined by the Work and Care Act.
- 2.** The staff member is obliged to cooperate in applying for a benefit payment from the UWV (Employee Insurance Agency) pursuant to the Work and Care Act. This benefit payment devolves on the university.
- 3.** Paragraphs 1 and 2 are applicable by analogy to the staff member who takes on a foster child which as is demonstrated by statements of the municipal personal records database lives at the same address as the staff member and is in the staff member's continuous care and is raised by him within his family on the basis of a foster contract as referred to in Article 22, paragraph one of the Youth Care Act.

Article 15 Sabbatical leave

- 1.** Upon the staff member's request the administrator may grant a staff member long-term leave for a sabbatical leave as referred to in Article 4.16a of the Collective Labour Agreement Dutch Universities.
- 2.** In granting the leave, the administrator can set further conditions. At any rate arrangements are made about the interpretation and take-up of the leave, the salary during the leave, the payment of the pension contribution and the use of hours leave.
- 3.** The administrator grants the leave for a maximum period of 12 months.

4. The leave will not commence until the staff member has agreed in writing to the conditions and arrangements as referred to in paragraph 2.
5. If within 6 months after expiry of the leave the staff member resigns, or is dismissed owing to circumstances attributable to himself, he is obliged to repay the costs which the university has made within the context of the leave.

Article 16 Other long-term leave

1. Upon the staff member's request the administrator can grant the staff member long-term leave in other cases than those mentioned in this section.
2. The administrator grants the long-term leave only if this is not inconsistent with the interests of the unit.
3. The leave can be granted with or without retention of (partial) remuneration.
4. In granting the leave, arrangements are made beforehand about the duration, the remuneration and the payment of the pension contribution.
5. The leave will not commence until the staff member has agreed in writing to the arrangements as referred to in the previous paragraph.

Section 6 Applying for leave

Article 17 Applying for short-time or long-time leave

1. The staff member submits a request for short-term leave to the administrator as soon as possible in advance.
2. The staff member submits a request for the leave as referred to in the articles 14, 15, 16 and 17 to the administrator at least 3 months in advance.
3. If a staff member is unable to submit a request for leave, he can be granted leave afterwards if he demonstrates that he had sound reasons for his absence and was unable to request the leave in advance. The administrator decides if sound reasons were involved.

Section 7 Objections

Article 18 Objections

1. If the staff member does not agree with the decision of the administrator about leave in the sense of these regulations, within two weeks he can file a notice of objection against this decision with the administrator.
2. The administrator allows the staff member to explain his objection orally. The administrator may decide that other persons will also be present at this explanation.
3. The administrator takes a decision within two weeks after receipt of the objection. He informs the staff member of his decision in writing. If the decision is negative, he states the reasons why he did not meet the objection. In doing so, he also mentions

the period within which and the body where the staff member can file a notice of objection.

4. Within six weeks after the staff member has received a decision as referred to in the previous paragraph, the staff member may submit a notice of objection with the Executive Board.

Section 8 Final provisions

Article 19 Final provisions

1. In cases for which these regulations do not provide or lead to a manifestly unreasonable result, the Director of the Directorate for Human Resources Management decides on behalf of the Board.
2. These regulations become effective on 1 January 2013.

Explanation to the Leave Regulations University of Twente

Introduction

Chapter 4 of the Collective Labour Agreement Dutch Universities (CAO NU) constitutes the basis for the Leave Regulations University of Twente.

For a number of specific forms of extraordinary leave separate regulations and schemes are in place. These concern the following UT schemes:

- a. the Paid Educational Leave Regulations University of Twente;
- b. the Life-course Savings Scheme University of Twente.

The leave regulations do not contain any leave provisions in connection with following a study. Study leave depends on the individual situation and has now been arranged in the Training Programmes and Study Scheme University of Twente. The leave in case of jubilees has also been arranged elsewhere, namely in the Jubilee Scheme University of Twente.

Paid parental leave and leave in the context of the Older Employees Leave Scheme (*Seniorenregeling*) 2006 are comprehensively arranged in full in the Collective Labour Agreement of Dutch Universities.

For all types of leave that are included in the leave regulations, it is broadly indicated where that particular leave has now been formally arranged. If regulations are involved that may not be arranged within the university itself, the contents has been taken over, sometimes in different terms.

The administrator is not allowed to deviate from the provisions in the leave regulations without the approval of the Executive Board.

Explanation by article

Section 1 General

Article 1

For reasons of feasibility staff members appointed at UT Flex are not entitled to leave in the form of paid leisure time. Instead of this they receive a supplement on top of the gross hourly pay. As from 1 January this supplement is 11.72 %.

Section 2 Holiday leave

Article 2

This Article provides for the entitlement to holiday leave without loss of salary.

Paragraph 2 provides that the entitlement to holiday leave is expressed in hours. The advantage of this is that the hours not worked can be accurately deducted from the total credit of outstanding holiday leave, also in situations in which work is done during a fluctuating number of hours on a daily basis.

Paragraph 3 describes the basic entitlement to holiday leave. This basic entitlement is equal for each staff member, namely 232 hours in case of full-time employment. For staff members who can make use of FPU the basic entitlement in case of full-time employment is lowered to 216 hours (**paragraph 4**) per year. **Paragraph 5** concerns the transitional arrangement for extra age-related leave. In case of full-time employment the staff member who on 31 December 2012 had an employment contract with the university remains entitled to this leave until 1 January 2018 in accordance with the table below, if he continues to be in the employment of the university without an interruption of 6 months.

Age	Age-related leave
from 40 up to and including 44 years	8 hours
from 45 up to and including 49 years	16 hours
from 50 up to and including 59 years	32 hours
60 years and older	40 hours

Paragraph 7 describes the entitlement to holiday leave for part-time employees. The entitlement to holiday leave is calculated in proportion to the extent of the employment.

An example:

A staff member aged 29 years who works 20 hours per week, over the entire calendar year is entitled to $20/38 \times 232$ hours = 122.10 hours.

Paragraph 8 is only applicable to staff members with full-time employment. Staff members who effectively work 40 hours per week thus are building up 96 hours extra leave per year. Staff members in full-time employment who actually work 36 hours per week, sacrifice 96 hours of leave in. Paragraph 8 does not apply to part-time staff. The build-up/reduction of leave in the context of flexible working hours ends in the event of long-term illness when the staff member has been (partially) ill for more than 6 months.

Paragraph 9 provides for the number of hours leave in case of commencement of employment or resignation in the course of a calendar year.

An example:

A staff member aged 46 years commences employment on 1 March for 24 hours per week. The number of hours leave the staff member is entitled to in the year of commencement of employment is calculated as follows:

$10 \text{ months}/12 \text{ months} \times 24/38 \times (232 + 16) \text{ hours} = 130.52 \text{ hours.}$

Paragraph 10 provides that if the extent of the employment changes, the entitlement to holiday leave until the date of the change remains unaltered. From the date of the change the entitlement is recalculated.

An example:

The extent of the employment of a staff member aged 20 years is changed on 1 June from 38 hours to 20 hours per week. The number of hours leave the staff member is entitled to in that year, is calculated as follows: $5 \text{ months}/12 \text{ months} \times (232 + 96) \text{ hours} = 136,66 \text{ hours}$ and $7 \text{ months}/12 \text{ months} \times 20/38 \times 232 \text{ hours} = 71.22 \text{ hours.}$

Paragraph 11 and 12 provide for the limitation of the entitlement to holiday leave if the work is not or only partially performed. The main rule is found in **paragraph 11**. If a staff member does not work at all in any calendar month, he is not building up any holiday leave over this month. For example, in case of long-term leave (see section 5 of these regulations). **Paragraph 12** states that if a staff member does not work during part of any calendar month (for example 40%), this results in a pro rata reduction of the build-up of holiday leave over that month (in this case 40%).

Pursuant to **paragraph 13** holiday leave, illness (as long as the staff member is entitled to full or partial continued payment of wages), pregnancy and maternity leave, educational leave or study leave have no influence on the entitlement to holiday leave. An exception is in place for leave built up or reduced in the context of flexible working

hours: in the event of long-term illness this build-up/reduction ends as soon as the staff member has been (partially) ill for more than 6 months.

Article 3

Paragraph 1 emphasises the intention that hours of leave are taken up in the calendar year in which the entitlement to these hours arises. The staff member must take the initiative for this. **Paragraph 2** provides that each staff member always has to take up a minimum number of hours leave in a calendar year. This provision is rooted in holiday legislation which prescribes that each employee is entitled to a minimum number of hours of holiday leave: at least four times the agreed working hours per week. This statutory entitlement to holiday leave is inviolable. Therefore the employer always has to give the employee the opportunity to take up this holiday leave. Conversely, the employer may require the employee to actually take up the statutory entitlement to holiday leave.

To prevent problems in the operational management and to prevent a leave backlog, it is important that there is not too much outstanding leave. This is a joint responsibility of the staff member and his superior (**paragraph 3**). Both have an obligation to use best endeavours to make timely arrangements in any calendar year about taking up all hours of leave built up in that year. The arrangements may involve the planning of a leave period, putting in hours of leave in the Optional Model for Employment Conditions (e.g. by saving for a sabbatical leave during a number of years) or a temporary reduction of the actual number of working hours per week (e.g. by applying flexible working hours).

Under **paragraph 4**, in the most extreme case the employer can set a holiday period. This power is based on the Collective Labour Agreement Dutch Universities (Article 4.7 paragraph 8 under c). In practice, most of the time the superior will establish the holiday period.

Paragraph 5 offers staff members working part-time the opportunity to take up flexible leave, according to the number of hours that is to be worked on a day.

A special web application has been designed for registration of the entitlement and take-up of leave. Via this web application the staff member can retrieve his leave card and apply for leave (**paragraph 6**).

Paragraph 7 states that in principle the staff member is free to determine when he takes up holiday leave. Of course the interests of the unit need to be taken into account in this context. Because situations can differ widely, it is not possible to provide a general guideline for this.

Paragraph 8 arranges among other things the procedure in case of premature termination of a holiday in connection with illness or an accident. On being asked, the staff member shows the reason for failing to take up the holiday or prematurely ending the holiday. The administrator decides on any addition of hours of leave to the total credit.

Paragraph 9 makes it possible, by way of exception, to take up more leave in a calendar year than to which staff are entitled. It is up to the administrator to decide. As stated in **paragraph 10**, this means that the entitlement to days holiday will be reduced in the next calendar year.

In the take-up of holiday leave no distinction is made between ill and healthy staff members (**Paragraph 11**). Also during a (longer) period of illness the staff member can and must take up leave. The superior, supported by the occupational physician, must supervise this.

Staff members who are ill and for medical reasons were unable during the entire calendar year to take up the hours of leave built up in that year because there were no usable options for re-integration in the employment, retain the right to take up these hours at a later moment. This will generally only be the case if the staff member has been hospitalised or admitted to another care institution and/or is bedridden. Or if for the performance of daily activities the staff member is dependent to such an extent that he is unable to cope on his own. This is to be apparent from a statement of the occupational physician.

If holiday leave is taken up during illness, the agreed number of hours of work will always be fully deducted from the leave credit, also if the staff member due to illness does not work or works part-time.

Paragraph 12 gives the administrator the possibility in the context of the unit's interest to oblige the staff member to change his holiday plans or terminate his holiday prematurely.

Article 4

Starting point is that the staff member takes up holiday leave in the calendar year in which the entitlement comes about (CAO NU Article 4.7, paragraph 8 under a.). However, circumstances are conceivable in which this is not possible. **Paragraph 1** gives the staff member the possibility to carry over a remainder to the next calendar year. Without proper registration the employer is unable to establish at the end of the year whether there still exists an entitlement to holiday leave. **Paragraph 2** provides that it will be assumed in this situation that the staff member has taken up the full leave to which he is entitled. **Paragraph 3** provides that hours of leave that have not been taken up in time by the staff member, will automatically lapse. Individual arrangements on carrying over hours of leave built up before 1 January 2013 which deviate positively from the provision of paragraph 3, will be respected if the administrator has confirmed these arrangements in writing before 1 August 2013.

Article 5

It is the express intention that the staff member takes up the full leave credit before the date of resignation (**paragraph 1**). As soon as the date of resignation is known, the staff member shall make arrangements with his superior about taking up the remaining leave credit. In the event of resignation **paragraph 2** opens the possibility to pay out the value of a limited number of hours of leave. It is only possible to deviate from this number if the staff member can demonstrate that he was not given the opportunity, or not to a sufficient degree, to reduce the leave credit. This is involved if written arrangements and/or the leave administration shows that the superior has not consented to the timely take-up of the leave credit or if the employment is terminated on the basis of article 8.4 paragraph 5b of the Collective Labour Agreement of Dutch Universities. In the latter situation the university pays out all the hours of leave which the staff member for medical reasons was unable to take up in the calendar years prior to the date of resignation (see article 3 paragraph 11). The hours of leave credit must be apparent from the web application "Leave registration". The value of an hour of leave amounts to 0.704% of the salary (article 5.7 paragraph 2 Collective Labour Agreement of Dutch Universities).

Paragraph 4 provides for the payment of a leave credit on death. The circle of entitled parties is limited to surviving relatives within the meaning of article 7.6 of the Collective Labour Agreement of Dutch Universities.

Section 3 Leave on public holidays

Article 6

The leave on public holidays has been provided for in Article 4.9 of the CAO NU.

Paragraph 1 arranges that a staff member has paid leave on a public holiday if this public holiday is on a day on which the staff member would ordinarily be working. If a staff member is still to perform work on the days referred to in the interests of the service, he will be given the opportunity to take up the hours during which he worked as leave in the short term. In addition, based on the CAO NU there can be a right to an allowance for work on unusual working hours or compensation on account of overtime work.

Because continuous shift work does not provide for public holidays, **paragraph 3** grants compensation of the extra leave a staff member misses out on as a result of this. Per

calendar year it is determined how many hours this involves in case of full-time employment.

Paragraph 4 provides that in case of outsourcing to another company, the rules for closing on public holidays of that company are applicable, unless it has been agreed upon the outsourcing that the UT regulations remain applicable.

Section 4 Short-term leave

Article 7

In calculating the hourly fee which the staff member receives for his public function, the number of hours of the task according to the standard for the public function in hand is used as a basis.

An example:

A staff member becomes a member of the municipal council in a municipality with 55,000 inhabitants. According to the standard, the number of hours for the councillorship in a municipality of that size is 12. On an annual basis this is therefore $52 \times 12 = 624$ hours. The hourly fee from the councillorship is calculated by dividing the fixed fee which the staff member receives on an annual basis for his councillorship by 624. If the staff member is granted 4 hours of leave for his councillorship, the maximum amount withheld from his salary – converted into a monthly amount – corresponds with the fee that he receives for 4 hours of councillorship.

If the staff member is able to carry out his public function entirely in his own time and does not need to be granted any leave, of course there will be no withholding on his salary.

Article 8

In case of moving house the leave is two calendar days. Leave is only granted if the removal is in a direct relationship with the commencement of employment at the university. For transfers a separate scheme is in place.

Article 9

Blood relationship	Relationship by marriage	Degree
<ul style="list-style-type: none"> - parent staff member - child staff member 	<ul style="list-style-type: none"> - parent partner - partner child 	1st degree
<ul style="list-style-type: none"> - grandparent staff member - grandchild staff member - brother and sister staff member 	<ul style="list-style-type: none"> - grandparent partner - grandchild partner - brother and sister partner 	2nd degree
<ul style="list-style-type: none"> - great-grandparent staff member - great-grandchild staff member - nephew and niece staff member (child of brother or sister) - uncle and aunt staff member (brother or sister of parents) 	<ul style="list-style-type: none"> - great-grandparent partner - great-grandchild partner - nephew and niece partner (child of brother or sister) - uncle and aunt partner (brother or sister of parents). 	3rd degree
<ul style="list-style-type: none"> - great-great grandparent staff member - great nephew/niece staff member (grandchild of brother or sister) - cousin staff member (child of brother or sister parents) - great-uncle and great-aunt staff member (uncle or aunt of parents) 	<ul style="list-style-type: none"> - great-great grandparent(s) partner - great nephew/niece partner (grandchild of brother or sister) - cousin partner (child of brother or sister parents) - great-uncle and great-aunt partner (uncle or aunt of parents) 	4th degree

In case of death of relatives and in-laws in the second degree a maximum number of days of leave have been indicated, because often less leave suffices. In case of death of relatives or in-laws in the third and fourth remove, the leave is limited to the time required to attend the funeral or cremation but is at any rate limited to one calendar day.

Article 10

Article 4.15 of the CAO NU provides that in case of calamities the staff member is entitled to up to 2 days extra leave without loss of salary. The administrator may require the staff member to demonstrate afterwards that an actual calamity was involved.

Article 11

This Article gives the administrator the opportunity to grant leave in situations in which the staff member takes upon him the care for a relative who needs care due to a serious illness.

Article 12

This Article makes it possible to grant short-term leave in cases not referred to in the previous articles. In doing so the administrator can decide whether this is done without or with (full or partial) retention of salary.

Section 5 Long-term leave

Article 13

Maternity leave has been provided for in the Work and Care Act. The provisions laid down in this Act have been taken over in Article 16.

Paragraph 3 allows a flexible take-up of maternity leave. The commencement of the maternity leave can vary from 6 weeks before the probable date of delivery until 4 weeks before this date at the latest. The maternity leave therefore never starts later than 4 weeks prior to the probable date of delivery. If a staff member chooses a shorter period of maternity leave than 6 weeks, the difference is added to the second phase of the maternity leave, i.e. after delivery.

The maternity leave is always at least 10 weeks. If the maternity leave is shorter than 6 weeks, the difference between the actual period and these 6 weeks is added to the second phase of the maternity leave, after delivery. The staff member is therefore always entitled to a total leave period of 16 weeks (total number of weeks before and after delivery).

If the delivery takes place after the probable date of delivery, the maternity leave is extended by the period between the probable date of delivery and the actual date of delivery. Because in this case the second phase of the maternity leave is also 10 weeks, the total period of leave in that case is also longer than 16 weeks.

Paragraph 6 states that absence due to illness in the 6 weeks prior to the probable date of delivery is formally regarded as maternity leave, even if the staff member has opted for a shorter period of maternity leave before delivery (pre-birth maternity leave) than 6 weeks.

Article 14

The Work and Care Act gives a staff member a right to leave without retention of remuneration in connection with the adoption of a child. The leave is for a maximum of four consecutive weeks and can be taken up in a period of 18 weeks starting from two weeks before the first day that the actual commencement of the adoption has taken place or is to take place.

During the leave the staff member is entitled to a benefit that he is to apply for with the UWV through the intermediary of the employer. Because the university, in deviation of the Work and Care Act, continues to pay the full remuneration during the leave, **paragraph 2** provides for this benefit devolving on the university.

Article 15

Leave for academic purposes (sabbatical leave) has been provided for in Article 4.16a of the CAO NU. This global arrangement has been taken over in **paragraph 1** and **paragraph 2** allows the administrator to determine himself under what conditions the leave is granted.

Pursuant to **paragraph 5** under certain conditions the staff member is to repay the costs of the leave made by the university.

For the sake of completeness it should be stated that a staff member who has been granted leave in connection with academic purposes, during a period of five years is not entitled to educational leave in the sense of the Paid Educational Leave Regulations.

Article 16

Pursuant to **paragraph 1** the administrator can, upon request, grant the staff members long-term leave. The administrator grants the leave either with or without retention of salary. The leave can be related to the staff member's total employment, or a specific part of it.

A staff member who has been granted long-term leave will remain employed by the UT. In most cases this means that during the period of leave the staff member continues to build up ABP pension entitlement as normal, and that the UT as an employer pays pension premiums to the ABP. In case of long-term leave with retention of salary, this is not a problem. In case of long-term leave without retention of salary, the administrator may decide that (part of) the premiums (employer's and employee's contributions) are charged to the staff member. It stands to reason that in cases in which the leave only concerns the staff member's personal interests, and is therefore granted without retention of salary, the premiums and contributions due are charged to the staff member.

Section 6 Applying for leave

Article 17

In practice it is often, in particular with short-term leave, the superior who assesses a request for leave. The staff member has the right for his superior/administrator to take a decision about his request in the shortest possible time. As a rule this will not be a problem. However, the supervisor/administrator is to have sufficient time to examine the consequences of granting leave. It is therefore recommended that the staff member submit his request for leave as early as possible.

Section 7 Objections

Article 18

Paragraph 4 provides that if desired, a staff member can file a notice of objection with the Executive Board against a definitive decision of the administrator about leave in the sense of the leave regulations.

The treatment of such an objection takes place in accordance with the provisions laid down in the General Administrative Law Act (Awb).

Section 8 Final provisions

Article 19

There may be situations in which the regulations do not offer a proper solution. In that case the Executive Board can make a special arrangement with the staff member in question. The Board mandates this power to the Director of the Directorate for Human Resources Management.

The Dutch text of this regulation is binding. In case of a difference of interpretation, this translation cannot be used for legal purposes.