



**Leave Regulations
University of Twente**



UNIVERSITY OF TWENTE.



Reference: CvB UIT - 4403
Date: 31-12-2019

Table of Contents

SECTION 1. GENERAL	3
Article 1 Definitions	3
SECTION 2 HOLIDAY HOURS AND COMPENSATION HOURS	3
Article 2 Holiday entitlement.....	3
Article 3 Entitlement to compensation hours	4
Article 4 Taking holiday	4
Article 5 Carrying holiday entitlement forward to the next calendar year.....	5
Article 6 End of employment and holiday entitlement.....	5
SECTION 3 LEAVE ON PUBLIC HOLIDAYS	5
Article 7 Leave on public holidays	5
SECTION 4 SHORT TERM LEAVE	6
Article 8 Meetings of and work for public sector boardstikel.....	6
Article 9 Moving house.....	6
Article 10 Family circumstances.....	6
Article 11 Calamities and other short-term absentee leave.....	7
Article 12 Short- and long-term family care leave.....	7
Article 13 Other short-term leave	7
SECTION 5 LONG TERM LEAVE.....	7
Article 14 Pregnancy and maternity leave.....	7
Article 15 Adoption and foster care leave.....	8
Article 16 Child birth leave	8
Article 17 Sabbatical leave	8
Article 18 Other long-term leave.....	8
SECTION 6 LEAVE APPLICATIONS.....	9
Article 19 Applications for short- or long-term leave.....	9
SECTION 7 ENTITLEMENTS 2019	9
Article 20 Holiday and Leave Entitlements 2019	9
SECTION 8 FINAL PROVISIONS	9
Article 21 Final provisions	9
EXPLANATORY NOTE TO THE UT LEAVE REGULATIONS	10
Introduction	10
ARTICLE BY ARTICLE EXPLANATION	10
SECTION 1 GENERAL.....	10
Article 1	10
SECTION 2 COMPENSATION AND HOLIDAY HOURS.....	10
Article 2	10
Article 3.....	11
Article 4.....	11
Article 5.....	12
Article 6.....	12
SECTION 4 SHORT TERM LEAVE	12
Article 8.....	12
Article 9.....	13
Article 10.....	13
Article 11.....	13
SECTION 5 LONG TERM LEAVE.....	14
Article 14.....	14
Article 15.....	14

Article 16 14
Article 17 14
Article 18 15
SECTION 6 LEAVE APPLICATIONS 15
 Article 19 15
SECTION 7 ENTITLEMENTS 2019 15
 Article 20 15
SECTION 8 FINAL PROVISIONS 15
 Article 21 15

Section 1. General

Article 1 Definitions

In these regulations the following terms have the following meanings:

- a. Administrator: the person charged with the administration of a unit in accordance with the university's Management and Administrative Regulations.
- b. Remuneration: the aggregated amount of the salary plus allowances set for the staff member pursuant to the provisions of the Collective Labour Agreement Dutch Universities (CAO NU).
- c. Board: the university's Executive Board.
- d. Unit: an administrative unit under the university's Management and Administrative Regulations.
- e. Partner: the person with whom the staff member is married or, according to the municipal personal data register (BPR), has lived together at the same address for at least 6 months. Only one person can be designated as a partner at any one time.
- f. Staff member: the person who has a contract of employment with the university, excluding persons working as a student on-call employee or student assistant in the framework of UT Flex.
- g. Place of work: the place where the staff member usually performs his work.
- h. University: the University of Twente.
- i. Holiday: the entitlement as referred to in Article 2 (2) of these regulations, while applying Article 2 (3 to 6).
- j. Compensation hours: the additional hours of leave that the staff member who actually works 40 hours per week receives as part of the flexible working scheme.
- k. Full-time contract of employment: a contract of employment for 38 hours per week.

Section 2 holiday hours and compensation hours

Article 2 Holiday entitlement

- 1. The staff member has an annual entitlement to paid holidays.
- 2. The number of holiday hours with full-time employment is 232 hours per calendar year. This entitlement consists of 152 statutory holiday hours and 80 non-statutory holiday hours.
- 3. Participants in a Senior-Aged Staff Scheme or the Vitality Pact receive the holiday entitlement arranged in that scheme or pact.
- 4. A staff member who works part-time receives a proportionate part of the holiday entitlement mentioned in paragraphs 2 to 3.
- 5. A staff member who joins or leaves the university in the course of the calendar year receives a holiday entitlement proportionate to the duration of their employment in that calendar year.
- 6. If the staff member's contractual number of working hours changes, the holiday entitlement is recalculated for the remaining part of the calendar year. The staff member retains the holiday entitlement accrued until the date of the change in the contractual number of working hours.

Article 3 Entitlement to compensation hours

- 1.** A staff member on a full-time employment contract who actually works 40 hours per week is entitled under the flexible working scheme to 96 compensation hours per year. A staff member on a full-time employment contract who actually works 36 hours per week under the flexible working scheme loses 96 holiday hours per year. These holiday hours are deducted from the holiday entitlement in the relevant calendar year.
- 2.** Compensation hours should be taken in the calendar year in which they accrue. Compensation hours cannot be carried over to the next calendar year.
- 3.** As soon as a staff member has been (partially) sick for longer than 6 months, the entitlement to compensation hours or the reduction in holiday entitlement under the flexible working scheme ends.

Article 4 Taking holiday

- 1.** The staff member takes holiday leave in the calendar year in which the entitlement was accrued. Both compensation and holiday hours can be used to take holiday leave. The manager/supervisor will enable the staff member to take holiday leave, with due regard to paragraph 8.
- 2.** Accrued compensation and holiday hours are in principle taken in order of expiry.
- 3.** A staff member who is employed during a full calendar year is obliged to take holiday leave in that calendar year for a period equal to at least four times his contractual working week. The minimum holiday leave for a staff member who joins or leaves the university in the course of a calendar year is proportionate to the duration of his employment in that calendar year.
- 4.** In order to prevent operational problems and/or excessive accumulation of leave entitlement, a staff member who does not take his total leave entitlement, as referred to in Article 2 (2), in the year of accrual shall make a timely appointment with his supervisor to arrange how this leave will be taken in conformity with Article 4.7 (7b) CAO NU, with due regard to paragraph 3. The arrangements made are recorded in writing and are binding.
- 5.** If the staff member does not make holiday arrangements as referred to in paragraph 1 or 4 by 1 July of a calendar year, the administrator can, in agreement with the manager/supervisor, set a holiday period equal to no more than four times the staff member's contractual working week. The administrator confirms this in writing to the staff member.
- 6.** Holiday leave is taken in consecutive periods of at least one hour.
- 7.** The staff member requests holiday leave via the web Application for Leave.
- 8.** A request for holiday leave shall be granted unless this is prejudicial to the unit's interests. Refusals are communicated to the staff member, stating reasons.
- 9.** A staff member can cancel or alter his holiday plans or end his holiday early unless this is prejudicial to the unit's interests. Refusals will be communicated to the staff member, stating reasons. In case of refusal, the administrator can decide to re-add holidays that have already been taken to the total entitlement.
- 10.** The administrator can allow a staff member to take more holiday leave in a calendar year than the total entitlement up to and including the current calendar year.
- 11.** Any excess holiday leave taken in a calendar year is deducted from the entitlement to compensation and/or holiday hours for the next calendar year.

- 12.** No alternative provisions for taking holiday leave apply to (partially) sick staff members. Only sick staff members who are unable to take holiday leave are excluded from this obligation.
- 13.** If necessary in the interests of the unit, the administrator shall decide, after conferring with the staff member, that the staff member shall not take holiday leave. This decision can be made both before and during the holiday. The staff member will be fully reimbursed for any financial loss resulting from this decision.

Article 5 Carrying holiday entitlement forward to the next calendar year

- 1.** A staff member who has not taken his total entitlement, as referred to in Article 2 (2), at the end of the calendar year can carry the outstanding entitlement forward to the next calendar year.
- 2.** The staff member can only carry holiday hours forward to the next calendar year if holidays taken have been recorded in the "Application for Leave" in the current calendar year.
- 3.** Statutory holiday hours carried forward expire six months after the last day of the calendar year in which the entitlement was accrued. Regarding any outstanding non-statutory holiday hours that were carried forward, the staff member is required to make a written arrangement with the administrator about how this leave will be taken within six months of the last day of the calendar year in which the entitlement was accrued. Non-statutory holiday hours carried forward must be taken within no more than 5 years of the end of the calendar year in which the entitlement was accrued.
- 4.** If the staff member does not submit a timely request to take the holiday hours carried forward to a subsequent calendar year and also does not make a timely written arrangement for taking this leave at a later date, the administrator is entitled – after conferring with the staff member – to set the times at which the staff member shall take this leave within 12 months of the last day of the calendar year in which the holiday hours were accrued.

Article 6 End of employment and holiday entitlement

- 1.** A staff member whose contract of employment is terminated shall take the outstanding holiday hours before the date of dismissal/resignation. Any outstanding holiday entitlement (according to the 'Application for leave') on the date of dismissal/resignation shall be paid out in accordance with the hourly salary (including holiday allowance and end-of-year bonus) that the staff member received immediately before the contract of employment was terminated.
- 2.** Any excess leave taken on the date of dismissal/resignation must be reimbursed to the employer. The amount due for each hour of excess holiday leave is equal to the hourly salary (including holiday allowance and end-of-year bonus) received immediately before the termination of the contract of employment. This amount will be settled as part of the severance arrangement.
- 3.** If the staff member dies, any outstanding holiday leave and outstanding hours saved under the long-term savings model are paid out to the surviving beneficiaries who are entitled to death benefit as referred to in Article 7.6 CAO NU.

Section 3 leave on public holidays

Article 7 Leave on public holidays

- 1.** The staff member receives paid leave on the following public holidays if and insofar as these public holidays fall on days that the staff member would normally work: New Year's Day, Good Friday, Easter Monday, the national holiday to celebrate the King's birthday, Liberation Day, Ascension Day, Whit Monday, Christmas Day and Boxing Day.
- 2.** A staff member may be required to work on the days mentioned in paragraph 1 in the interests of the unit. The administrator decides on this. The administrator enables the staff member to take the hours

worked on these days as holiday hours or to compensate these hours at a later time.

3. A staff member who works in shifts is compensated in hours for the public holidays that do not fall on a Saturday or Sunday in a calendar year. This compensation is not due if and insofar as the staff member is sick on these public holidays.
4. If a staff member has been seconded elsewhere, the arrangements made by the institution/company to which the staff member has been seconded apply, unless agreed otherwise.

Section 4 short term leave

Article 8 Meetings of and work for public sector boards

1. The administrator shall grant the staff member paid leave to attend meetings and sessions of public sector boards and to perform any related work, provided this is not prejudicial to the unit's interests. This will be communicated to the staff member, stating reasons.
2. If the staff member receives a fixed remuneration from the work referred to in paragraph 1, his salary will be withheld for the number of hours of leave granted. The hourly amount withheld shall never exceed the staff member's hourly remuneration for the public sector position.

Article 9 Moving house

1. A staff member who moves house in connection with the acceptance of a position at the university is entitled to 2 calendar days of paid leave for this purpose.
2. A staff member who moves house because of a transfer to a different place of work is entitled to:
 - a. a maximum of 2 calendar days' leave to look for a new house;
 - b. 2 calendar days' leave to move house.

Article 10 Family circumstances

1. The staff member is entitled to leave with full pay:
 - a. for his wedding: one contractual working week;
 - b. to attend a wedding of relatives (by blood or marriage) once or twice removed: 1 calendar day if the wedding takes place on a day that the staff member normally works;
 - c. upon the death of the partner or relative (by blood or marriage) once removed: the day of death until the day of the funeral;
 - d. upon the death of relatives (by blood or marriage):
 - twice removed: a maximum of 2 consecutive calendar days, excluding the weekend;
 - three or four times removed: the time required to attend the funeral, subject to a maximum of 1 calendar day;
 - e. upon the death of the person living with the partner's brother or sister a maximum of 1 calendar day if the funeral is on a day that the staff member normally works;
 - f. if the staff member is charged with organizing the funeral and/or settling the estate after the death of the partner or a relative (by blood or marriage) once or twice removed: a maximum of 2 calendar days in addition to the leave mentioned in paragraphs c or d;
 - g. wedding anniversaries:
 - the staff member's own 25th or 40th anniversary: 1 calendar day if the celebrations are held on a day that the staff member normally works;
 - his or his partner's parents'/stepparents' 25th, 40th, 50th or 60th anniversary: 1 calendar day if the celebrations are held on a day that the staff member normally works.

2. If the staff member is not married but lives together within the meaning of Article 1 (e), the provisions in paragraph 1 (b) and (d) apply mutatis mutandis.

Article 11 Calamities and other short-term absentee leave

1. A staff member who is unable to work due to very special personal or unforeseen circumstances is entitled to calamity leave within the meaning of the Dutch Work and Care Act.
2. The duration of the leave shall not exceed the period that can be considered reasonable and fair in view of the nature of the calamity.
3. The staff member is entitled to this leave with full pay.

Article 12 Short- and long-term family care leave

1. With due regard to the provisions in the Dutch Work and Care Act, the administrator shall, on request, grant the staff member short-term leave to provide essential care to a close family member with a health condition. A close family member is a person as defined in Article 5.1 (2) of the Dutch Work and Care Act.
2. Contrary to the provisions in the Dutch Work and Care Act, the staff member remains entitled to full pay during short-term family care leave.
3. With due regard to the provisions in the Dutch Work and Care Act, the administrator shall, on request, grant the staff member long-term leave to care for a close family member with a life-threatening illness or to provide essential care to a close family member who is ill or infirm.
4. Long-term family care leave is in principle granted without pay. The administrator has the discretion to decide to grant the leave with full or partial pay.

Article 13 Other short-term leave

1. The administrator can, on request, grant a staff member short-term leave in cases other than those mentioned in this section.
2. This leave can be granted with or without (partial) pay.

Section 5 long term leave

Article 14 Pregnancy and maternity leave

1. A female staff member who is expecting a child is entitled to pregnancy and maternity leave in conformity with the Dutch Work and Care Act.
2. During the pregnancy and maternity leave, the staff member remains entitled to full pay and continues to accrue holiday hours.
3. The staff member is obliged to cooperate with the application to the UWV Benefits Agency for a benefit under the Dutch Work and Care Act. This benefit reverts to the university.
4. Sick leave taken in the period of 6 weeks before the expected date of birth formally counts as pregnancy leave. In the case of multiple birth leave, the period is 10 weeks before the expected date of birth.

Article 15 Adoption and foster care leave

- 1.** With due regard to the provisions in the Dutch Work and Care Act, the administrator shall, on request, grant the staff member leave to adopt a child or take in a foster child.
- 2.** During the adoption or foster care leave, the staff member remains entitled to full pay and continues to accrue holiday hours.
- 3.** The staff member is obliged to cooperate with the application to the UWV Benefits Agency for a benefit under the Dutch Work and Care Act. This benefit reverts to the university.

Article 16 Child birth leave

- 1.** With due regard to the provisions in the Dutch Work and Care Act, the staff member is entitled to child birth leave with full pay for the duration of one working week when his/her partner gives birth.
- 2.** The staff member can opt to take child birth leave immediately after the short-term absentee leave that is intended for attending the birth of the child.

Valid from 1 July 2020:

- 3.** After taking child birth leave, as referred to in paragraph 1, the staff member is entitled to additional child birth leave in conformity with the Dutch Work and Care Act.
- 4.** During the additional child birth leave, the staff member remains entitled to full pay and continues to accrue holiday hours.
- 5.** The staff member is obliged to cooperate with the application to the UWV Benefits Agency for a benefit under the Dutch Work and Care Act. This benefit reverts to the university.

Article 17 Sabbatical leave

- 1.** The administrator can, on request, grant a staff member long-term sabbatical leave within the meaning of Article 4.23 of the cao NU.
- 2.** The administrator can set additional conditions for this leave. Arrangements shall at least be made concerning the purpose and timing of the sabbatical, the remuneration during the sabbatical, the payment of the pension contributions and the accrual and use of compensation and holiday hours.
- 3.** The maximum period for which an administrator can grant a sabbatical is 12 months.
- 4.** The sabbatical only starts after the staff member has agreed in writing to the conditions and arrangements as referred to in paragraph 2.
- 5.** A staff member who resigns or is dismissed due to his own actions within 6 months of the end of the sabbatical period is required to repay the costs incurred by the university in connection with the sabbatical.

Article 18 Other long-term leave

- 1.** The administrator can, on request, grant the staff member long-term leave in cases other than those mentioned in this section.
- 2.** The administrator shall only grant long-term leave if this is not prejudicial to the unit's interests.

3. This leave can be granted with or without (partial) pay.
4. When the leave is granted, prior arrangements are made regarding the duration, remuneration, payment of pension contributions and accrual and use of compensation and holiday hours.
5. The period of leave only starts after the staff member has agreed in writing to the arrangements referred to in the previous section.

Section 6 leave applications

Article 19 Applications for short- or long-term leave

1. The staff member requests the administrator for short-term leave as far in advance as possible.
2. The staff member requests the administrator for leave within the meaning of Articles 14, 15, 16, 17 and 18 at least 3 months in advance.
3. If a request in advance is not possible, the employee can be granted leave retrospectively provided he can demonstrate that his absence was legitimate and explain why he was unable to make an advance request. The administrator decides whether the reasons given for the absence are legitimate.

Section 7 entitlements 2019

Article 20 Holiday and Leave Entitlements 2019

1. Accrued holiday and leave hours accrued in 2019 and carried forward to 2020 are subject to the expiry terms set out in the leave regulations applicable on 30 December 2019.

Section 8 final provisions

Article 21 Final provisions

1. The Human Resources Director, acting on behalf of the Executive Board, shall decide on cases not covered by these regulations of where these regulations have an apparently unreasonable effect.
2. These regulations take effect on 31 December 2019.

EXPLANATORY NOTE TO THE UT LEAVE REGULATIONS

Introduction

These regulations expand on the rules for holidays, flexible working and leave as set out in the Collective Labour Agreement Dutch Universities (CAO NU). The holiday provisions have been amended effective from 31 December 2019 pursuant to the Civil Servants (Normalisation of Legal Status) Act and the extension of the scope of the Dutch Civil Code to civil servants. The amendments concern the distinction between statutory and non-statutory holiday hours, the compensation hours in connection with flexible working and the accrual of holiday hours.

Chapter 4 of the CAO NU forms the basis for the Leave Regulations of the University of Twente (UT). In view of the standard nature of the CAO, the CAO provisions prevail over the arrangements set out in these regulations. This entails that if an amendment in the CAO leads to a conflict with the provisions of these regulations, the CAO NU shall prevail.

Separate regulations are applicable to certain specific types of extraordinary leave, notably:

- a. the UT Regulation Paid Educational Leave;
- b. the UT Life Course Savings Scheme (until 31-12-2021).

The leave regulations contain no provisions for taking leave to pursue a course of studies. Study leave depends on individual circumstances and is currently provided for in the UT Continuing Education Regulations. Leave for special anniversaries is also provided for elsewhere, namely in the UT Jubilee Regulations.

Paid parental leave and leave in the framework of the Senior-Aged Staff Scheme 2006 form an integral part of the CAO NU.

Article by article explanation

Section 1 general

Article 1

Re f: For practical reasons, staff members on a UT Flex contract are not entitled to leave in the form of paid free time. Instead they receive an additional allowance on top of their gross hourly wage. This allowance is equal to 11.72% of their salary.

Re j: the term 'compensation hours' is defined to distinguish between holiday hours and compensation hours for flexible working.

Section 2 compensation and holiday hours

Article 2

Pursuant to the CAO NU, university staff members with a standard working week of 38 hours are entitled to 232 holiday hours annually. These hours are split into a statutory component (152 hours) and a non-statutory component (80 hours).

Part-time workers have a proportionate entitlement to holiday hours. This is calculated pro rata according to the number of weekly working hours.

A staff member accrues holiday leave on the number of paid hours he has worked. In principle, no holiday hours are accrued on unremunerated hours. As a result, the accrual of holiday hours is not based on the number of hours attended but on the number of hours paid. In principle, no holiday hours are accrued during a period of unpaid leave.

The regulations specify the situations where this rule does not apply or where alternative arrangements can be made. For instance, holiday hours are accrued during pregnancy and maternity leave, adoption and nursing care leave and additional child birth leave.

The regulations also prescribe that specific arrangements shall be made for the accrual and use of compensation and holiday hours during sabbatical leave and long-term extraordinary leave.

Article 3

This Article is not applicable to part-timers.

In addition, the CAO NU provides for a flexible working scheme. Participants in the plus-variant (40 working hours per week) receive 96 compensation hours. These are not extra holiday hours. Participants in the minus-variant (36 working hours per week) have 96 hours deducted from their total holiday entitlement for the year at the beginning of the calendar year.

The compensation hours differ from normal holiday hours. Compensation hours are not holiday hours and are therefore not subject to the statutory provisions for holiday hours.

The compensation hours differ from normal holiday hours. Compensation hours are not holiday hours and are therefore not subject to the statutory provisions for holiday hours.

Flexible working arrangements cease to apply after six months in the case of long-term occupational disability.

Article 4

The staff member is expected to take the holidays in the calendar year in which they accrue. The staff member can use both compensation and holiday hours to take a holiday.

Accrued compensation and holiday hours are in principle taken in the order in which they expire. This means that holidays taken will first be deducted from the statutory holiday hours of the preceding year. Once the balance of statutory holiday hours from the preceding year has been used up (or expires on 1 July), the compensation hours from the current calendar year will be deducted. The non-statutory holiday hours are also deducted in chronological order from old to new. Once the five-year-old non-statutory holiday hours have been deducted, the statutory hours of the current year will be deducted. Next, the remaining old non-statutory hours are deducted and, finally, the non-statutory hours from the current year. Hours are thus deducted in the following order:

1.	Statutory hours year n-1 (expire on 1/7 of year n)
2.	Outstanding balance 2019 (expires on 31/12/2020)
3.	Compensation hours current year (expire on 31/12 of year n)
4.	Non-statutory hours year n-5 (expire on 31/12 of year n)
5.	Statutory hours year n (expire on 1/7 of year n+1)
6.	Non-statutory hours year n-4 (expire on 31/12 of year n+1)
7.	Non-statutory hours year n-3 (expire on 31/12 of year n+2)
8.	Non-statutory hours year n-2 (expire on 31/12 of year n+3)
9.	Non-statutory hours year n-1 (expire on 31/12 of year n+4)
10.	Non-statutory hours year n (expire on 31/12 of year n+5)

To avoid operational problems and excessive accumulation of leave entitlement, it is important not to carry forward leave to the next year if possible. This is a joint responsibility of the staff member and his manager/supervisor. Both have a "best efforts" obligation to make timely arrangements to ensure that all hours (compensation and holiday hours) are taken in the calendar year in which they are accrued. To this end they can, for instance, plan a holiday in a specific period, use the leave options under the KAT Optional Model for Employment Conditions (e.g. save for a sabbatical) or agree on a temporary shorter working week (e.g. under the flexible working scheme).

If they are unable to reach an agreement, the administrator can in the most extreme case set a holiday period for the staff member. This authority is based on the CAO NU (Article 4.7, 7e). In practice, however, it is usually the staff member's manager/supervisor who sets the holiday period in this case.

The obligation to take holidays applies equally to sick and healthy staff members. Even a staff member who is off sick for an extended period of time is obliged to take holidays. His or her manager/supervisor must make sure this happens with the assistance of the company doctor.

Sick staff members who, for medical reasons, are unable to use their holiday hours in the calendar year of accrual retain the right to take these holiday hours in a later period. Such situations can occur when the staff member has been admitted to hospital (or other healthcare institution and/or is confined to bed) or when the staff member is so dependent on others for daily support that he is not self-reliant or has no re-integration obligations. A doctor's certificate must be presented as proof of these conditions.

When holidays are taken during a period of illness, the contractual number of working hours is always deducted in full from the entitlement, even if the sick staff member is not working or only working partially.

Article 5

This Article sets out that the staff member can opt to carry a residual number of holiday hours forward to a subsequent calendar year.

Holiday leave must be accurately recorded, otherwise the employer cannot determine at the end of the year whether there is an outstanding holiday entitlement. If holiday leave has not been properly recorded, the employer will assume that the staff member has taken the full entitlement.

Statutory holiday hours that are not taken in time automatically expire six months after the last day of the calendar year in which the entitlement was acquired, i.e. on 1 July of the next year. Non-statutory holiday hours must be taken within no more than five years of the end of the calendar year in which that entitlement was accrued. Arrangements about when these hours are used over this 5-year period must be made in writing with the employer within six months of the end of the calendar year in which the entitlement was accrued, i.e. before 1 July in the next calendar year.

If no arrangements are made, the employer may decide when these non-statutory holiday hours are taken. This is done in consultation with the staff member within 12 months of the last day of the calendar year in which the entitlement arose.

Article 6

It cannot be emphasised enough that the staff member is expected to take the full holiday entitlement before his date of dismissal/resignation. As soon as this date is known, the staff member arranges with his manager/supervisor when the outstanding leave will be taken. If the staff member has already taken too many holiday hours, arrangements must also be made to make up for these excess hours.

Section 4 Short term leave

Article 8

The hourly fee that the staff member receives for his public sector position is calculated on the basis of the number of hours that the staff member needs to perform his tasks as set in the working hours standard for that public sector position.

For example:

A staff member becomes a council member of a municipality with 55,000 inhabitants. According to the working hours standard, the time required to fulfil this position in a municipality of that size is 12 hours per week or $52 \times 12 = 624$ hours per year. The hourly fee earned from this position is calculated by dividing the fixed annual remuneration that the staff member receives for this position by 624. If the staff member is granted 4 hours leave per week in connection with his council membership, then the employer will, at maximum, deduct from his salary a weekly amount – recalculated to a monthly amount – that corresponds with the fee he receives for 4 hours council membership.

Clearly, no salary is withheld if the staff member is able to perform his public sector tasks entirely in his own time and does not need to be granted leave.

Article 9

The leave granted for moving house amounts to two calendar days. Leave is only granted if the move is directly related to the staff member's acceptance of a position at the university. A separate arrangement is in place for transfers.

Article 10

Relatives by blood	Relatives by marriage	Degree of descent
- staff member's parent - staff member's child	- partner's parent - partner's child	Once Removed
- staff member's grandparent - staff member's grandchild - staff member's brother and sister	- partner's grandparent - partner's grandchild - partner's brother and sister	Twice removed
- staff member's great-grandparent - staff member great-grandchild - staff member's nephew and niece (child of brother or sister) - staff member's uncle and aunt (parent's brother or sister)	- partner's great-grandparent - partner's great-grandchild - partner's nephew and niece - partner's great-grandparent - partner's great-grandchild - partner's nephew and niece (parent's brother or sister)	Three times removed
- staff member's great-great-grandparent - staff member's great-nephew (brother or sister's grandchild) - staff member's cousin (child of parent's brother or sister) - staff member's great-uncle and great-aunt (parent's uncle or aunt)	- partner's great-great-grandparent - partner's great-nephew (brother or sister's grandchild) - partner's cousin (child of parent's brother or sister) - partner's great-uncle and great-aunt (parent's uncle or aunt)	Four times removed

The number of leave days indicated for the death of relatives by blood or marriage twice removed is the maximum number of days; shorter leave is often sufficient in these cases. The days of leave must be taken consecutively (excluding the weekend), i.e. if the person dies on Thursday, the leave is granted for Friday and Monday.

Leave for the death of relatives by blood or marriage three or four times removed is limited to the time necessary to attend the burial or cremation, but is never more than one calendar day.

A maximum of two days' leave with full pay is granted for the organisation of the funeral and/or settlement of the estate. This leave is additional to the number of leave days that can be granted for the death of relatives by blood or marriage once or twice removed.

Article 11

Article 4.22 of the CAO NU stipulates that a staff member is entitled to a maximum of 2 days' leave with full pay in the event of a calamity. The duration of the leave is determined according to what, given the nature of the calamity, is deemed reasonable and fair. It could be a few hours or two days. A calamity is defined as the occurrence of a situation that compels the staff member to temporarily stop working. A calamity need not be a negative event. The staff member may, for instance, need to cast his vote or attend the partner's childbirth.

Section 5 long term leave

Article 14

Pregnancy and maternity leave is arranged in Chapter 3 of the Dutch Work and Care Act. The Article only describes the provisions that are supplementary to the statutory rules.

The period during which pregnancy leave can be taken is flexible. The start of the pregnancy leave can vary from 6 weeks before the expected date of birth until no more than 4 weeks before this date.

Pregnancy leave therefore never starts later than 4 weeks before the expected date of birth. If a staff member opts for a shorter pregnancy leave period than 6 weeks, the difference is added to the maternity leave.

Maternity leave always amounts to at least 10 weeks. If the pregnancy leave was shorter than 6 weeks, the difference between the actual period and these 6 weeks is added to the maternity leave. So the staff member is always entitled to a total leave period of 16 weeks (pregnancy leave plus maternity leave). If the child is born after the expected date of birth, the pregnancy leave is extended by the period between the expected date of birth and the actual date of birth. As the maternity leave is also 10 weeks in this case, the total leave period will then be longer than 16 weeks.

The period during which the maternity leave can be taken is also partly flexible. The first 6 weeks must be taken immediately following the date of birth. The remainder of the maternity leave can then be spread over a total period of 30 weeks after these first six weeks.

Additional rules apply to multiple birth leave. In this case, the pregnancy leave must start no less than 8 weeks before the expected date of birth. In addition, the formal pregnancy leave will start as soon as the staff member is absent due to sickness in the 10 weeks prior to the expected date of birth.

During the period of leave, the staff member is entitled to a UWV benefit that she must apply for through the employer. As the university, contrary to the Dutch Work and Care Act, continues to pay the full salary during the period of leave, this benefit reverts entirely to the university (see paragraph 3).

Provision 4 states that any absence due to sickness in the 6 weeks prior to the expected date of birth is formally regarded as pregnancy leave, even if the staff member has opted for pregnancy leave shorter than 6 weeks.

Article 15

Adoption and foster care leave is arranged in Chapter 3 of the Dutch Work and Care Act. The Article only describes the provisions that are supplementary to the statutory rules.

During the period of leave, the staff member is entitled to a UWV benefit that he must apply for through the employer. As the university, contrary to the Dutch Work and Care Act, continues to pay the full salary during the period of leave, this benefit reverts entirely to the university (see paragraph 3).

Article 16

Childbirth leave and additional childbirth leave are arranged in Chapter 4 of the Dutch Work and Care Act. The Article only describes the provisions that are supplementary to the statutory rules.

During the additional childbirth leave the staff member is entitled to a UWV benefit that he must apply for through the employer. As the university, contrary to the Dutch Work and Care Act, continues to pay the full salary during the period of leave, this benefit reverts entirely to the university (see paragraph 5).

Article 17

Paragraph 5 states that in certain circumstances the staff member is obliged to repay the costs of the leave incurred by the university.

It should also be noted that a staff member who has been granted leave to carry out scientific research is not entitled to educational leave within the meaning of the UT Regulation Paid Educational Leave during a period of five years.

Article 18

A staff member who has been granted long-term leave remains in the employment of the UT. In most cases, this means that the staff member continues to accrue the normal ABP pension rights during the period of leave and that the UT, as employer, remains obliged to pay the employer's share of the pension contributions to the ABP. In the case of long-term leave with full pay, this does not present a problem. In the case of long-term leave without pay, the payable pension contributions (employer's and employee's share) must be paid by the staff member, unless alternative collective or individual arrangements have been made. If the leave is also in the interests of the UT, the administrator can decide that the contributions must be partly (employer's share) or fully (employer's and employee's share) charged to the UT.

Section 6 leave applications

Article 19

In practice, leave applications are usually assessed by the staff member's manager/supervisor, particularly in the case of short-term leave. The staff member is entitled to receive a decision on his application from the manager/supervisor or administrator in the shortest possible term. This will usually not be a problem. However, the manager/supervisor or administrator must have sufficient time to consider the consequences of granting leave. The staff member is therefore advised to submit his leave application as far in advance as possible.

Section 7 entitlements 2019

Article 20

This Article states that the holiday and leave entitlements accrued in 2019 and carried forward to 2020 are subject to the leave regulations applicable on 30 December 2019. This means that the entitlement to this leave expires after a 12-month period. Hours carried forward from 2019 therefore expire no later than 1 January 2021.

Section 8 final provisions

Article 21

Situations may occur that are not covered by the regulations. In such cases, the Board can make a special arrangement with the staff member. The Board has authorised the Human Resources Director to make such arrangements.

This translation is meant as a service to non-Dutch speaking employees of the UT. However, in case of a difference of interpretation, these translations cannot be used for legal purposes. In those cases the Dutch text is binding.