

Flexible working hours *Flexibele werkduur*

Additional rules VU University Amsterdam to Article 5.6 paragraph 4 Collective Labour Agreement Dutch Universities.

Articles 1 to 6 - Additional rules on Flexible working hours, VU Amsterdam to Article 5.6 paragraph 4 of the Collective Labour Agreement Explanatory notes Flexible working hours 38-hour work week

Article 1

- 1.1 With the exception of the categories listed under Article 2, the employee as referred to in the Collective Labour Agreement may, subject to the provisions of subsection 1.2, opt for the Flexible working hours as referred to in Article 5.6 of the Collective Labour Agreement, provided that the employee has not accrued an excessive amount of holiday time on the reference date of 1 December and provided that the interests of VU Amsterdam do not dictate otherwise.
- 1.2 Employees who have accrued an excessive amount of holiday time may participate in the shorter-workweek version (minvariant) of the Flexible working hours by relinquishing holiday leave, provided that the interests of VU Amsterdam do not dictate otherwise.
- 1.3.1 In this context, an excessive amount of holiday time is defined as 200 hours or more for a full-time employee (calculated on a pro-rata basis for part-time employees) for which no special arrangements have been made with the employer.
- 1.3.2 The number of hours mentioned in the previous paragraph will be reduced and is set every year by the end of August.
- 1.4 Participation in the Flexible working hours must be recorded in writing before 1 December for the following calendar year, and is in accordance with Article 5.6 paragraph 5 of the Collective Labour Agreement during that year. Participation is extended each year automatically, unless other agreements have been made by 1 December.
- 1.5 If an employee opts for the Flexible working hours, a request may be submitted upon commencement of employment or before 1 December. If the employee also wishes to make use of the Optional Model for Terms and Conditions of Employment, then the agreements on the Flexible working hours must be established prior to making the choices under the Optional Model for Terms and Conditions of Employment.
- 1.6 Employees who do not opt for the Flexible working hours are subject to the provision of the Flexible working hours 38-hour work week.

Article 2

- 2.1 The Flexible working hours are not available to employees who have an MUP agreement (deferred duty to perform) nor to those participating in the Senior staff policy and Vitality pact scheme.
- 2.2 The provisions of 2.1 also apply if, on 1 December, it is already known that special leave of more than one month, other than that referred to in the Work and Care Act (WAZO), is to be taken in the next full calendar year.

Article 3

- 3.1 The Flexible working hours concern two hours of working time per week for both full-time employees and part-time employees. The available choices are set out in Annex G of the Collective Labour Agreement. A full-time employee who works two extra hours per week builds up 96 holiday hours annually in addition to the 232 statutory and extra-statutory leave hours as referred to in Article 4.7 paragraph 1.
Employees who work two hours less per week relinquish 96 hours from the statutory leave hours mentioned in the previous sentence. The deduction or addition of hours for part-time employees is calculated on a pro-rata basis according to the scheme in Annex G.
- 3.2 Workdays are 8 hours maximum, except in the case of an alternate duty schedule or (incidentally) a 9-hour working day.

Article 4

- 4.1 The number of more hours worked per week in the context of the Flexible working hours is recorded on the holiday leave chart as compensation leave hours at the beginning of the year. The number of

hours less worked per week in the context of the Flexible working hours is deducted from the number of statutory holiday leave hours to be granted at the beginning of the year.

- 4.2 Compensation leave hours that are not taken in the calendar year in which they arose will expire on 1 January of the following calendar year.
- 4.3 If necessary, settlement with the employee will take place in the event of premature termination of the employment contract.

Article 5

In cases in which the provisions of these regulations lead to unreasonable consequences, the Executive Board is empowered to make alternative decisions.

Article 6

These regulations apply from 1 January 2005, and were last amended on 1 April 2020. Insofar as these regulations impose limitations on the Collective Labour Agreement, they may only be amended or withdrawn in liaison with Local Consultation.

Explanatory notes

Explanatory notes on Additional rules on Flexible working hours, Article 5.6 of the Collective Labour Agreement.

The full-time employee works 38 hours weekly and has 232 hours of holiday leave per year. Holiday leave for part-time employees is calculated on a pro-rata basis.

This scheme stipulates employees can accrue two extra compensation leave hours by working two extra hours. They can also relinquish two hours from the statutory holiday leave and work two hours less.

These Flexible working hours are in accordance with Annex G of the Collective Labour Agreement.

Although part-time employees who work 0.5 FTE or less are not covered by this regulation, they may still participate.

Please note: the FTE factor of employees who are covered by the Flexible working hours does not change. Opting for the Flexible working hours under this regulation does not affect salary or pension.

Explanatory notes concerning Article 1

To prevent the accrual of excessive amounts of holiday leave, participation is conditional on whether an employee already has an excessive amount of holiday leave.

Local Consultation has defined 200 holiday leave hours as being excessive. It is the intention to reduce this figure so that ultimately only employees with a very limited holiday leave balance will be covered by the regulation.

Employees who have an excessive holiday leave balance may not make use of the plus variant of this regulation. This is to prevent them from building up even more time off. They may choose between working two hours less per week (and relinquishing holiday leave) or working based on the 38-hour work week regulation.

This applies without prejudice to the possibility of making additional agreements on reducing the excess in the context of Article 4.7 of the Collective Labour Agreement (measures to counter holiday time excesses). Taken together, the agreements may therefore lead to a work week of less than 36 hours.

Employees who do not opt for Flexible working hours under this regulation are subject to the provisions of the 38-hour work week regulation.

In connection with the implementation of regulations and in accordance with Article 5.4 paragraph 1 sub c of the Collective Labour Agreement, it is important that the employee's unit records each employee's choice regarding the Flexible working hours, so that the employee's holiday leave balance for the coming year is clear (and holidays can be scheduled). The same applies to those who wish to incorporate holiday leave in the Optional Model for Terms and Conditions of Employment. In practice, the choice of the Flexible working hours can be derived from the schedule registered with the employee in the personnel information system.

Explanatory notes concerning Article 2

Employees who are covered by the Senior staff policy work 4 days of 8 hours in accordance with Annex B Article B.12 paragraph 1 of the Collective Labour Agreement and may not make use of the Flexible working hours. Also participants in the Vitality pact scheme cannot participate in the Flexible working hours.

Appendix F of the Collective Labour Agreement contains a schematic overview of the working week when participating in the Vitality pact scheme. This schematic overview is leading, there are no other options.

MUP agreements (deferred duty to perform) disqualify employees from opting for the Flexible working hours.

The Flexible working hours does not apply to those who no longer actually work for VU Amsterdam. This may be the case, for example, if an employee is seconded or has entered into a special agreement with the employer (e.g. special leave).

The situation is different if the employee continues to work for VU Amsterdam, such as in the case of parental leave.

Explanatory notes concerning Article 3

This article deals with the range of the Flexible working hours. Annex G of the Collective Labour Agreement provides guidelines for implementing the regulation throughout the range.

Neither the operating hours of VU Amsterdam nor the duration of a regular working day of 8 hours maximum (excluding the break prescribed under the Working Hours Act) are affected by this regulation. Exceptions apply only in the case of an alternate duty schedule or a 9-hour working day. A 9-hour working day is only possible if it does not lead to serious problems in the field of safety, of a schedule-technical nature or of a financial or organizational nature.

Explanatory notes concerning Article 4

The employee and employer agree on a schedule upon commencement of employment. The choice regarding the Flexible working hours must be reflected in the schedule. If the Flexible working hours change, employees can process this by changing their schedule themselves.

If an employee opts for the Flexible working hours, the number of holiday leave hours involved is calculated on a pro-rata basis according to the employee's actual term of employment (similar to the way regular holiday leave hours is calculated if employment is terminated).

The accrual of compensation hours or deduction of statutory holiday leave hours as a result of participation in the Flexible working hours is calculated on a pro-rata basis according to the employee's actual term of employment (similar to the accrual of statutory and non-statutory holiday hours in the event of an employment contract ending during the calendar year).

Flexible working hours
38-hour work week
Flexibele werkduur
invulling 38-urige werkweek

This regulation has been agreed with Local Consultation as part of the amended Collective Labour Agreement of 1 January 2004, which includes the standard 38-hour work week in Article 4.1.

The regulation applies to all employees who do **not** participate in the Flexible working hours (additional rules on the Flexible working hours under Article 5.6 of the Collective Labour Agreement).

Article 1

- 1.1 There are 38 hours in a standard work week for full-time employees. That amounts to 7.6 hours per day, excluding a stipulated break of at least 30 minutes.
The above does not apply to participants in the Senior staff policy pursuant to Annex B article B.12 of the Collective Labour Agreement.
- 1.2 A 38-hour work week may consist of 5 days of 8 hours whereby the employee takes the 4 extra hours off once every 2 weeks or 8 hours off every 4 weeks, subject to manager approval.
- 1.3 Subject to the provisions of 1.4, the extra hours worked are to be scheduled in advance as leave and they must be taken as time off within 4 weeks. The extra leave may not be taken at will.
The provisions in this paragraph also apply to part-time employees who work extra hours as a result of their daily scheduling.
- 1.4 The period of 4 weeks as mentioned in the previous paragraph may be extended up to 6 months, subject to manager approval, in those cases where the teaching schedule precludes taking time off.
- 1.5 The employee's direct manager must approve all scheduling. The employee's preferences may not be honoured if the interests of VU Amsterdam dictate otherwise.

Article 2

- 2.1 If the extra hours cannot be taken as leave as scheduled, then the employee must relinquish them unless the employee is performing work at the behest of the supervisor at that moment.
- 2.2 Extra hours may not be paid as salary.

Article 3

The number of working hours per day is 8 hours maximum, except in the case of an alternate duty schedule or (incidentally) a 9-hour working day.

Article 4

This regulation is effective from 1 January 2005 and may be amended or withdrawn in consultation with Local Consultation.